

AGREEMENT TO SELL  
(WITHOUT POSSESSION)

This AGREEMENT TO SELL is executed at GANDHINAGAR on this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 202\_\_ BETWEEN (i) KANUBHAI ISHWARBHAI PRAJAPATI, PAN No. AAWPP 1256 D, Aadhaar No. \*\*\*\* \* 8698, Age 77 Years, by Religion Hindu, Residing at 6, Chandramukhi Society, Memnagar, Ahmedabad - 380052, (ii) AVANTIKA KANUBHAI PRAJAPATI, PAN No. AAMPP 1190 J, Aadhaar No. \*\*\*\* \* 6373, Age 71 Years, by

Religion Hindu, Residing at 6, Chandramukhi Society, Memnagar, Ahmedabad - 380052, (iii) MITVA D/o. KANUBHAI PRAJAPATI & W/o. VRAJESH KIRTANIYA, PAN No. AKQPP 8256 K, Aadhaar No. \*\*\*\* \* 5913, Age 45 Years, by Religion Hindu, Residing at B-301, Vinayak Skydeck, P.D.E.U. Road, Raysan, Gandhinagar AND (iv) VISHESH KANUBHAI PRAJAPATI, PAN No. BEGPP 1523 Q, Aadhaar No. \*\*\*\* \* 6129, Age 32 Years, by Religion Hindu, Residing at 6, Chandramukhi Society, Memnagar, Ahmedabad-380052 through their Power of Attorney holder RAIRA DEVELOPERS LLP, a Limited Liability Partnership Firm through its Authorized Partner/Signatory \_\_\_\_\_, Aadhaar No. \_\_\_\_\_ (hereinafter referred to as "THE VENDORS") which expression shall unless it be repugnant to the context or meaning thereof be deemed to include their heirs, legal representatives, executors and administrators of "THE FIRST PART".

RAIRA DEVELOPERS LLP, a Limited Liability Partnership Firm (PAN No. ABJFR 7627 N) having its registered office at B-301, Vinayak Skydeck, Nr. Raysan Metro Station, Off PDEU Road, Raysan, Koba, Gandhinagar-382426 through its Authorized Partner/Signatory \_\_\_\_\_, Aadhaar No. \_\_\_\_\_ (hereinafter referred to as "THE DEVELOPER") which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its respective partners from time to time, legal representatives, executors and administrators of "THE SECOND PART".

AND

\_\_\_\_\_(PAN No. \_\_\_\_\_, AADHAAR No. \_\_\_\_\_) Age \_\_\_\_\_ Years, by Religion Hindu, Occupation Business/Service/Housewife, residing at : \_\_\_\_\_ (Hereinafter referred to as "THE PURCHASER") which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his/her/their heirs, legal representatives, administrators, executors and successors of "THE OTHER PART".

WHEREAS :

That the Vendor is well and sufficiently entitled to the Non-Agricultural Land bearing (i) Block/Survey No.137/1 admeasuring 16795 sq.mtrs. (ii) Block/Survey No.138 admeasuring 5261 sq.mtrs (iii) Block/Survey No.139/1 admeasuring 1518 sq.mtrs and (iv) Block/Survey No. 141/2 admeasuring 5261 sq. mtrs. i.e. Total admeasuring 28835 sq.mtrs. and Final Plot No. 111/1, 111/2, 111/3 paiki Final Plot No.111/2 admeasuring 11534 sq. mtrs. i.e. 13795 sq.yard of Town Planning Scheme No. 2 (Koba-Kudasan) and as per City Survey Records the said land bears Amalgamated City Survey No. NA137/1/2, Ward : 'Koba (Binkheti)' admeasuring 11534 sq. mtrs of Mouje Koba of Gandhinagar Taluka in the District of Gandhinagar and Registration Sub-District of Gandhinagar Zone-2 as an absolute owners thereof. (Hereinafter referred to as "the said Entire Land / Project Land")

The Vendors i.e. (i) Kanubhai Ishwarbhai Prajapati (ii) Avantika Kanubhai Prajapati (iii) Mitva D/o. Kanubhai Prajapati & W/o. Vrajesh Kirtaniya and (iv) Vishesh Kanubhai Prajapati entered into Development Agreement with Raira Developers LLP, a Partnership Firm, which was duly registered with the Sub-Registrar Gandhinagar Zone-2 under Sr. No. 1155 dated- 09/01/2025 and on the basis of said agreement, said Raira Developers LLP, a Partnership Firm have right to develop the said Project Land.

That, said land bearing Block/Survey No. 137/1 and Final Plot No.111/1+111/2+111/3 admeasuring 13436 sq. mtrs. of Mouje Koba converted into non-agricultural land as per Order No. 1864/06/03/054/2022, dated- 03/08/2022 issued by Collector, Gandhinagar. The entry to that effect was also entered in the revenue records vide Mutation Entry No. 6033, which was duly certified by the revenue authority concerned.

That, said land bearing Block/Survey No. 138 and Final Plot No.111/1+111/2+111/3 admeasuring 4209 sq. mtrs. of Mouje Koba converted into non-agricultural land as per Order No. 1366/06/03/054/2022, dated- 08/06/2022 issued by Collector, Gandhinagar. The entry to that effect was also entered in the revenue records vide Mutation Entry No. 6002, which was duly certified by the revenue authority concerned.

That, said land bearing Block/Survey No. 139/1 and Final Plot No.111/1+111/2+111/3 admeasuring 1214 sq. mtrs. of Mouje Koba converted into non-agricultural land as per Order No. 1365/06/03/054/2022, dated- 08/06/2022 issued by Collector, Gandhinagar. The entry to that effect was also entered in the revenue records vide Mutation Entry No. 6001, which was duly certified by the revenue authority concerned.

That, said land bearing Block/Survey No. 141/2 and Final Plot No.111/1+111/2+111/3 admeasuring 4209 sq. mtrs. of Mouje Koba converted into non-agricultural land as per Order No. 1445/06/03/054/2022, dated- 09/06/2022 issued by Collector, Gandhinagar. The entry to that effect was also entered in the revenue records vide Mutation Entry No. 6003, which was duly certified by the revenue authority concerned.

That, plan in respect of project/scheme is approved by Gandhinagar Municipal Corporation vide its Development Permission under Case No. PRM/GMC/221/Koba-02/05/2024/22465 on dated-30/09/2024 for Block “A+B+C+D+E+F” and floated a scheme on the said land, which is known as “Elara”.

AND WHEREAS the Vendor/Developer has proposed to construct on the project land and on the said project, there are 2nd Basement, 1st Basement, Ground Floor (H.P.), Ground Floor (S.P.), First Floor to Thirteen Floor plus Stair Cabin and L.M.R. & O.H.W.T. in Block A+B+C+D+E+F (Total 67 Commercial Units & 308 Residential Units).

AND WHEREAS the Vendor/Developer has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Vendor/Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at No. \_\_\_\_\_ authenticated copy is attached in Annexure ‘A’;

AND WHEREAS the Vendor/Developer have appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the

Vendor/Developer accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS the Vendor/Developer has sole and exclusive right to sell the Flat/Shops in the said scheme constructed by the Developer on the project land and to enter into Agreement/s with the purchaser/s of the Flat/Shop to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the purchaser, the Vendor/Developer have given inspection to the purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Vendor/Developer's Architect namely \_\_\_\_\_ and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by Hiren Raval & Associates, Advocates of the Vendor/Developer, authenticated copies of extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Vendor/Developer to the project land on which the Flat/Shops are constructed or are to be constructed have been annexed hereto and marked as Annexure 'B' and 'C', respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Vendor/Developer and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure 'D-1'.

AND WHEREAS the authenticated copies of the plans and specifications of the Flat/Shop agreed to be purchased by the purchaser, as sanctioned and approved by the local authority have been annexed and marked as Annexure 'D-2'.

AND WHEREAS the Vendor/Developer have got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities

from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS the Developer have accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the purchaser has applied to the Vendor/Developer for acquire of Flat/Shop No. \_\_\_\_\_ in Block “\_\_\_\_\_” on \_\_\_\_\_ Floor admeasuring \_\_\_\_\_ Sq. Mtrs. (Carpet Area), admeasuring \_\_\_\_\_ Sq. Mtrs. (Balcony Area), admeasuring \_\_\_\_\_ Sq. Mtrs. (Wash Area) total admeasuring \_\_\_\_\_ Sq. Mtrs. and usable carpet area including personal foyer is about \_\_\_\_sq.mtrs along with right of terrace admeasuring \_\_\_\_\_ sq.mtrs situated at above commercial units together with undivided proportionate share to the extent of Sq. Mtrs. in the project land in a building known "ELARA" and on payment of earnest money the Developer has allotted the said Flat/Shop to the purchaser by Allotment Letter, dated- \_\_\_\_\_

AND WHEREAS the purchaser has applied to the Vendor/Developer for acquire of Flat/Shop No. \_\_\_\_\_ in Block “\_\_\_\_\_” on \_\_\_\_\_ Floor admeasuring \_\_\_\_\_ Sq. Mtrs. (Carpet Area), admeasuring \_\_\_\_\_ Sq. Mtrs. (Balcony Area), admeasuring \_\_\_\_\_ Sq. Mtrs. (Wash Area) total admeasuring \_\_\_\_\_ Sq. Mtrs. and usable carpet area including personal foyer is about \_\_\_\_sq.mtrs along with right of terrace admeasuring \_\_\_\_\_ sq.mtrs situated at above commercial units together with undivided proportionate share to the extent of \_\_\_\_\_ Sq. Mtrs. with right to use common amenities and common facilities and parking in the said scheme known "ELARA". (hereinafter referred to as the said “the said property”).

AND WHEREAS the carpet area of the said Flat/Shop is \_\_\_\_\_ square meters and "carpet area" means the net usable floor area of Flat/Shop, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat/Shop for exclusive use of the purchaser or verandah area and exclusive open terrace area appurtenant to the said Flat/Shop for exclusive use of the purchaser, but includes the area covered by the internal partition walls of the Flat/Shop.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

AND WHEREAS, prior to the execution of these presents the purchaser has paid to the Vendor/Developer a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only), being part payment of the sale consideration of the Flat/Shop agreed to be sold by the Vendor/Developer to the purchaser as advance payment or application fee (the payment and receipt whereof the Developer/Vendor doth hereby admit and acknowledge) and the purchaser has agreed to pay to the Developer/Vendor, the balance of the sale consideration in the manner hereinafter appearing.

The Purchaser has paid on or before execution of this agreement a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Developer/Vendor the balance amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) in the following manner :-

- i. 30 % of total consideration to be paid to the Developer/Vendor after the execution of Agreement.
- ii. 45 % of total consideration to be paid to the Developer/Vendor on completion of the Plinth of the building or wing in which the said Flat/Shop is located.
- iii. 70 % of total consideration to be paid to the Developer/Vendor on completion of the slabs including podiums and stilts of the building or wing in which the said Flat/Shop is located.
- iv. 75 % of total consideration to be paid to the Developer/Vendor on completion of the walls, internal plaster, floorings doors and windows of the said Flat/Shop.

- v. 80 % of total consideration to be paid to the Developer/Vendor on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat/Shop.
- vi. 85 % of total consideration to be paid to the Developer/Vendor on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat/Shop is located.
- vii. 95 % of total consideration to be paid to the Developer/Vendor on 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 Flat/Shop is located.
- viii. Balance Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) against offer for possession of the Flat/Shop.

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Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)

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In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor/Developer hereby agree to sell and the purchaser hereby agree to purchase the Flat/Shop.

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

1. The Developer shall construct the said building/s consisting of 2nd Basement, 1st Basement, Ground Floor (H.P.), Ground Floor (S.P.), First Floor to Thirteen Floor plus Stair Cabin and L.M.R. & O.H.W.T. in Block A+B+C+D+E+F (Total 67 Commercial Units & 308 Residential Units) on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.



Provided that the Vendor/Developer shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the Flat/Shop of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.

2. a. The Purchaser hereby agrees to purchase from the Vendor/Developer and the Vendor/Developer hereby agrees to sell to the Purchaser Flat/Shop No. \_\_\_\_\_ in Block “\_\_\_\_\_” on \_\_\_\_\_ Floor admeasuring Sq. Mtrs. (Carpet Area), admeasuring \_\_\_\_\_ Sq. Mtrs. (Balcony Area), admeasuring \_\_\_\_\_ Sq. Mtrs. (Wash Area) total admeasuring \_\_\_\_\_ Sq. Mtrs. and usable carpet area including personal foyer is about \_\_\_\_\_ sq.mtrs along with right of terrace admeasuring \_\_\_\_\_ sq.mtrs situated at above commercial units together with undivided proportionate share to the extent of \_\_\_\_\_ Sq. Mtrs. in the project land in a building known "ELARA" as shown in the layout plan thereof hereto annexed and marked Annexure D-1 and D-2 for the consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) excluding GST, Stamp Duty, Registration Charges as applicable including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule hereunder written. (the price of the Flat/Shop including the proportionate price of the common areas and facilities and parking spaces).
3. The Purchaser has paid on or before execution of this agreement a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) as advance payment or application fee and hereby agrees to pay to that Vendor/Developer, the balance amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) as per rules and regulation of the RERA Act and as per the Booking Form signed at the time of booking the Flat/Shop with detailed payment terms and conditions and at the time of possession and execution of Deed of Conveyance in respect of the said property by the Vendor/Developer in favour of the Purchaser.

4. The Total Price above excludes Taxes (consisting of tax paid or payable by the Vendor/Developer by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Vendor/Developer) up to the date of handing over the possession of the Flat/Shop.
5. 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/Developer 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/Developer 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.
6. The Vendor/Developer 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. If there is any reduction in the carpet area within the defined limit then the Vendor/Developer shall refund the excess money paid by Purchaser within forty-five days with annual interest as per SBI's MCLR + 2%, 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/Developer 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 this Agreement.
7. The Purchaser authorizes the Vendor/Developer 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/Developer may in its sole

discretion deem fit and the Purchaser undertakes not to object/demand/direct the Vendor/Developer to adjust his/her payments in any manner.

8.
  - a. The Vendor/Developer 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 Flat/Shop to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat/Shop.
  - b. Time is essence for the Vendor/Developer as well as the Purchaser. The Vendor/Developer shall abide by the time schedule for completing the project and handing over the Flat/Shop to the Purchaser and the common areas to the association of the purchaser/s 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/Developer.
9. The promoter hereby declares that the Floor Space Index available as on date in respect of the project land is admeasuring 20761.20 square meters only and the promoter has planned to utilize Floor Space Index of 31140.47 square meters by availing of TDR or FSI available on payment of premium or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to development control and regulations, which are applicable to the said project. The promoter has disclosed the Floor Space Index of 10379.27 square meters as proposed to be utilized by them on the project land in the said project and allottee/purchaser has agreed to purchase the said Flat/Shop based on the proposed construction and sale of Flat/Shops to be carried out by the promoter by utilizing the proposed FSI

and on the understanding that the "declared" proposed FSI shall belong to promoter only.

- (i) If the Vendor/Developer fails to abide by the time schedule for completing the project and handing over the [Flat/Shop] to the Purchaser, the Vendor/Developer agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest at the rate of SBI's MCLR + 2% per annum, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Vendor/Developer, interest at the rate of SBI's MCLR + 2% per annum, on all the delayed payment which become due and payable by the Purchaser to the Vendor/Developer under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Vendor/Developer.
  - (ii) Without prejudice to the right of the Vendor/Developer to charge interest in terms as above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Vendor/Developer 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/Developer shall at its own option, may terminate this Agreement:
10. Provided that, the Vendor/Developer 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 its 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/Developer within the period of notice then at the end of such notice period, the Vendor/Developer shall be entitled to terminate this Agreement.

11. Provided further that upon termination of this Agreement as aforesaid, the Vendor/Developer shall refund to the Purchaser (subject to terms and conditions mentioned in the Booking Form) within a period of thirty days of the termination, the installments of sale consideration of the Flat/Shop which may till then have been paid by the Purchaser to the Vendor/Developer.
12. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Vendor/Developer in the said building and the Flat/Shop as are set out in Annexure 'E', annexed hereto.
13. The Vendor/Developer shall give possession of the Flat/Shop to the Purchaser on or before 30/03/2031 If the Vendor/Developer fails or neglects to give possession of the Flat/Shop to the Purchaser on account of reasons beyond its control and of its agents by the aforesaid date then the Vendor/Developer shall be liable on demand to refund to the Purchaser the amounts already received by them in respect of the Flat/Shop with interest at the same rate as may mentioned as above from the date the Vendor/Developer received the sum till the date the amounts and interest thereon is repaid subject to deduction of all taxes and government liabilities, which were paid by Vendor/Developer. Provided that the Vendor/Developer shall be entitled to reasonable extension of time for giving delivery of Flat/Shop on the aforesaid date, if the completion of building in which the Flat/Shop 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.
14. 1. Procedure for taking possession - The Vendor/Developer, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Flat/Shop to the Purchaser in terms of this Agreement to be taken within three (3) months from the date of issue of such notice and the Vendor/Developer shall give possession of the Flat/Shop to the Purchaser. The

Vendor/Developer agrees and undertakes to indemnify the Purchaser in case of failure of

fulfillment of any of the provisions, formalities, documentation on part of the Vendor/Developer. The Purchaser agree(s) to pay the maintenance charges as determined by the Vendor/Developer or association of purchasers, as the case may be. The Vendor/Developer on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

2. The Purchaser shall take possession of the Flat/Shop within 15 days of the written notice from the Vendor/Developer to the Purchaser intimating that the said Flat/Shops are ready for use and occupancy:

3. Failure of Purchaser to take Possession of Flat/Shop: Upon receiving a written intimation from the Vendor/Developer as per clause 14.1, the Purchaser shall take possession of the Flat/Shop from the Vendor/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor/Developer shall give possession of the Flat/Shop to the purchaser. In case the Purchaser fails to take possession within the time provided in clause 14.2 such Purchaser shall continue to be liable to pay maintenance charges as applicable.

4. If within a period of five years from the date of handing over the Flat/Shop to the Purchaser, the Purchaser brings to the notice of the Vendor/Developer any structural defect in the Flat/Shop or the building in which the Flat/Shops are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Vendor/Developer at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Vendor/Developer, compensation for such defect in the manner as provided under the Act.

15. The Purchaser shall use the Flat/Shop or any part thereof or permit the same to be used only for residential purpose.

16. The Purchaser along with other purchaser(s) of Flat/Shops in the building shall join in forming and registering the Service Society to be known by such name as the Vendor/Developer 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 Service Society and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Vendor/Developer within seven days of the same being forwarded by the Vendor/Developer to the Purchaser, so as to enable the Vendor/Developer to register the common organization of Purchaser. No objection shall be taken by the Purchaser if any, changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies.

- (i) The Vendor/Developer shall, within Three months of receipt of B.U. registration of the Service Society as aforesaid.
- (ii) Within 15 days after notice in writing is given by the Vendor/Developer to the Purchaser that the Flat/Shop 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 Flat/Shop) 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, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society is formed, the Purchaser shall pay to the Vendor/Developer such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Vendor/Developer provisional monthly contribution towards the outgoings.
- (iii) The Purchaser shall pay Rs. \_\_\_\_\_/- (plus applicable GST / Taxes) maintenance charges for \_\_\_\_\_ (\_\_\_\_\_) months to the society at the time of execution of the sale deed of the Flat/Shop. And maintenance charges shall start from the date of obtaining Building Use Permission by the Vendor/Developer. The Purchaser shall pay Rs. \_\_\_\_/- as maintenance deposit to the society at the time of execution of the sale deed.
- (iv) The purchaser/s and its transferees shall not entitled to put sign



boards, advertisement boards, neon boards, TV dish antenna, air conditioner, water tank, geyser or any type of machines & equipments etc., on the terrace.

- (v) The purchaser shall have no right to use the open space or common area for Electric Cables, Data Cables, TV cables, Telephone Cables or any cable and water pipeline and drainage system and the said system to put up as per plan of the scheme.
- (vi) That, the purchaser shall have no right to transfer the said Flat/Shop premises on the basis of booking agreement or allotment letter.
- (vii) That, the purchaser indemnify to the Vendor/Developer whenever the property in question to sale to any person, body or authority, they will obtain prior permission from the Service Society and without prior permission of the Service Society, the purchaser cannot sale said property to any person, body or authority.
- (viii) Lift usage only for members, customers and employee and it will not use for any goods and material supply.

17. Over and above the amount mentioned in the agreement to be paid by the Purchaser, the Purchaser shall on or before delivery of possession of the said premises shall pay to the Vendor/Developer such proportionate share of the outgoings as may be determined by the Vendor/Developer and which are not covered in any other provisions of this agreement.

18. REPRESENTATIONS AND WARRANTIES OF THE VENDOR/DEVELOPER

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

- I. The Vendor/Developer 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/Developer 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 except those disclosed in the title report;
- 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/wing shall be obtained by following due process of law and the Vendor/Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- VI. The Vendor/Developer 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/Developer 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 Flat/Shop which will, in any manner, affect the rights of Purchaser under this Agreement;
- VIII. The Vendor/Developer confirms that the Vendor/Developer is not restricted in any manner whatsoever from selling the said Flat/Shop to the Purchaser in the manner contemplated in this Agreement;
- IX. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- X. The Vendor/Developer has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties

and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

- XI. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification

(including any notice for acquisition or requisition of the said property) has been received or served upon the Vendor/Developer in respect of the project land and/or the Project except those disclosed in the title report.

19. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Flat/Shop may come, hereby covenants with the Vendor/Developer as follows :-
20. To maintain the Flat/Shop at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Flat/Shop is taken and shall not do or suffer to be done anything in or to the building in which the Flat/Shop 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 Flat/Shop is situated and the Flat/Shop itself or any part thereof without the consent of the local authorities, if required.
21. Not to store in the Flat/Shop 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 Flat/Shop 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 Flat/Shop is situated, including entrances of the building in which the Flat/Shop is situated and in case any damage is caused to the building in which the Flat/Shop is situated or the Flat/Shop on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
22. To carry out at its own cost all internal repairs to the said Flat/Shop and maintain the Flat/Shop in the same condition, state and order in which it was delivered by the Vendor/Developer to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Flat/Shop is situated or the Flat/Shop 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.

23. Not to demolish or cause to be demolished the Flat/Shop 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 Flat/Shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Shop is situated and shall keep the portion, sewers, drains and pipes in the Flat/Shop and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat/Shop is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Flat/Shop without the prior written permission of the Vendor/Developer.
24. 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 Flat/Shop is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
25. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Shop in the compound or any portion of the project land and the building in which the Flat/Shop is situated.
26. Pay to the Vendor/Developer within fifteen days of demand by the Vendor/Developer, 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 Flat/Shop is situated.
27. 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 Flat/Shop by the Purchaser for any purposes other than for purpose for which it is sold.

28. 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 Flat/Shop until all the dues payable by the Purchaser to the Vendor/Developer under this Agreement are fully paid up.
29. The Purchaser shall observe and perform all the rules and regulations which the Service Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat/Shops/Shops 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 regarding the occupancy and use of the Flat/Shop in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
30. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat/Shops or of the said Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Flat/Shop hereby agreed to be sold to him/her.
31. THE VENDOR/DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE  
After the execution of this Agreement by the Vendor/Developer, they shall not mortgage or create a charge on the Flat/Shop 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 Flat/Shop.
32. BINDING EFFECT  
Forwarding this Agreement to the Purchaser by the Vendor/Developer does not create a binding obligation on the part of the Vendor/Developer 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 30 (thirty) 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/Developer. If the Purchaser(s) fails to execute and deliver to the Vendor/Developer this Agreement within 30 (thirty) 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/Developer, then the Vendor/Developer shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever (subject to terms and conditions mentioned in the Booking Form).

33. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure, 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 Flat/Shop as the case may be.

34. RIGHT TO AMEND

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

35. 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 Flat/Shop, in case of a transfer, as the said obligations go along with the Flat/Shop for all intents and purposes.



36. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act or any other act the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made 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.

37. 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 Flat/Shop to the total carpet area of all the Flat/Shops in the Project.

38. 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.

39. PLACE OF EXECUTION :

The execution of this Agreement shall be complete only upon its execution by the Vendor/Developer, which may be mutually agreed between the Vendor/Developer and the Purchaser, in after the Agreement is duly executed by the Purchaser and the Vendor/Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Gandhinagar.

40. The Purchaser and/or Vendor/Developer shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Vendor/Developer will attend such office and admit execution thereof.
41. That, the purchaser shall pay legal charges of the Gandhinagar Municipal Corporation and amount to be paid to the UGVCL, Maintenance Deposit, Goods and Service Tax and Taxes of Government / Semi Government which will be decided by the Vendor/Developer.
42. That in case the Purchaser will not pay balance sale consideration to the Vendor/Developer within the time limit then in such case the Vendor/Developer shall have right to demand interest as per SBI's MCLR + 2% on the due amount up to three (3) months and thereafter the Vendor/Developer shall have right to cancel the said transaction and to repay amount of sale consideration which has been deposited by the Purchaser to the Vendor/Developer, after Rs.\_\_\_\_\_/ - deduction from the said amount subject to after rebook the said Flat/Shop to the other person and to get booking amount from the said person and thereafter the purchaser shall have no right on the said property.
43. That, the said scheme always be known as “ELARA” and purchaser shall have no right to change its name in any manner.
44. The purchaser/s shall not make any changes in the elevations and outside colour scheme of the said Flat/Shop and shall not decorate the exterior of his premises and not to changes in the premises which is damaged to the structure of the building. As also shall not put shed on the window without prior consent of the service society.
45. If any penalty, premium or any other charges are levied by GMC or any other authority in respect of any additions or alterations already part of the said Flat/Shop at present or that may be made hereafter, the same shall be borne and paid by the purchaser/s, if the same are concerning to the purchaser/s,

and if the same is of common nature, by the purchaser/s in common with others.

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

Purchaser Name :

Purchaser Address :

Purchaser Email-ID :

Developer Name : RAIRA DEVELOPERS LLP, a Limited Liability  
Partnership Firm,

Developer Address : B-301, Vinayak Skydeck, Nr. Raysan Metro Station, Off.  
PEDU Road, Raysan Koba, Gandhinagar-382426

Developer Email-ID :

It shall be the duty of the Purchaser and the Vendor/Developer 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/Developer or the Purchaser, as the case may be.

47. JOINT PURCHASERS

That in case there are Joint Purchasers all communications shall be sent by the Vendor/Developer 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.

48. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne and paid by the purchaser only.

49. 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, there under.

50. 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 will have the jurisdiction for this Agreement.

51. That in any circumstances this agreement to sell to cancel by mutual understanding or otherwise, then in such case stamp duty and registration fee shall be borne and paid by the Purchaser only.

52. That the Vendor/Developer shall have right to take project loan from the any bank / financial institutions / company for the development of business against the security of project land / property. However at the time of execution of Sale Deed of the property no objection certificate for sale of the Flat/Shop to be obtained from the said financial institutions / company / bank.

IN WITNESS whereof the Vendor/Developer and the Purchaser have executed set and subscribed their respective signatures in the manner hereinafter appearing at the place on the day and the year first herein above written.

:- SCHEDULE-I ABOVE REFERRED TO :-

(Description of Property)

ALL THAT undivided proportionate share to the extent of \_\_\_\_\_ Sq. Mtrs. in the piece and parcel of Non-Agricultural Land bearing (i) Block/Survey No.137/1 admeasuring 16795 sq.mtrs. (ii) Block/Survey No.138 admeasuring 5261 sq.mtrs (iii) Block/Survey No.139/1 admeasuring 1518 sq.mtrs and (iv) Block/Survey No. 141/2 admeasuring 5261 sq. mtrs. i.e. Total admeasuring 28835 sq.mtrs. and Final Plot No. 111/1, 111/2, 111/3 paiki Final Plot No.111/2 admeasuring 11534 sq. mtrs. i.e. 13795 sq.yard of Town Planning Scheme No. 2 (Koba-Kudasan) and as per City Survey Records the said land bears Amalgamated City Survey No. NA137/1/2, Ward : 'Koba (Binkheti)' admeasuring 11534 sq. mtrs of Mouje Koba of Gandhinagar Taluka in the District of Gandhinagar and Registration Sub-District of Gandhinagar Zone-2 together

with superstructure being Flat/Shop No. \_\_\_\_ in Block “\_\_\_\_” on \_\_\_\_\_ Floor admeasuring \_\_\_\_ Sq. Mtrs. (Carpet Area), admeasuring \_\_\_\_ Sq. Mtrs. (Balcony Area), admeasuring \_\_\_\_ Sq. Mtrs. (Wash Area) total admeasuring \_\_\_\_ Sq. Mtrs. and usable carpet area including personal foyer is about \_\_\_\_ sq.mtrs along with right of terrace admeasuring \_\_\_\_\_sq.mtrs situated at above commercial units in a building known "ELARA" at Koba, Gandhinagar and the same is bounded as follows;

East :

West :

North :

South :

The property having above description and title to hold, occupy, enjoy and otherwise deal with the property along with easements and parking space, common passage & Lift rights and common private approached road with common rights to bring vehicles and also to take water, drainage connection pipes etc.

SIGNED AND DELIVERED BY WITHIN  
NAMED "THE VENDOR" :

(i) KANUBHAI ISHWARBHAI PRAJAPATI  
(ii) AVANTIKA KANUBHAI PRAJAPATI  
(iii) MITVA VRAJESH KIRTANIYA AND  
(iv) VISHESH KANUBHAI PRAJAPATI  
through their POA Holder  
RAIRA DEVELOPERS LLP, a Limited  
Liability Partnership Firm through its Partner

\_\_\_\_\_  
.....

SIGNED AND DELIVERED BY WITHIN  
NAMED "THE DEVELOPER" :

RAIRA DEVELOPERS LLP,  
a Limited Liability Partnership Firm  
through its Authorized Signatory:-

\_\_\_\_\_  
.....

IN THE PRESENCE OF...

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_