

BOOKING AGREEMENT

THIS ARTICLES OF AGREEMENT MADE AT AHMEDABAD, this ____ day of _____, Two Thousand and Fifteen.

FIRST PARTY:**(Owner/Developer)*****Teraiya Developers***

A Partnership Firm having its office A-204, Sagar Samrat, Nr. Jalaram Temple, Ellisbridge, Ahmedabad -380006. through Partner Mr. Akshay Dhirajlal Teraiya Adult, Occupation: Business, hereinafter called "The Owner" (Which expression shall unless repugnant to the context or meaning thereof be deemed to include the Vendor and its successors and assignees) of the One Part.

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SECOND PARTY:

(The Prospective Acquirer)

Age : Adult

hereinafter called "The Prospective Acquirer" (which Prospective Acquirer: expression shall unless it be repugnant to the context or meaning thereof be deemed to include (in case of individual) his/her/their heirs, legal representatives, executors, successors and assigns; (in case of partnership firm) its partners as at present and from time to time and the heirs and legal representatives of the last surviving partner; (in case of HUF) its members as at present and from time to time and their respective heirs, executors and successors and its (HUF's) permitted assigns; (in case of Trust) its Trustees as at present and from time to time and the beneficiaries thereof; (in case of Corporation) its successors and assigns); of the Second Party.

WHEREAS, Non-Agricultural land being Final Plot No. 55 admeasuring 18211 Sq. Mts.(Old Survey No. 41) of Town Planning Scheme No. 75, as internally divided into Sub Plot No. 1 admeasuring 11437.45 Sq. Mts of area [herein after referred to as "Phase – I Land"] and Sub Plot No.2 admeasuring 6773.55 Sq.Mts of area [herein after referred to as "Phase – II Land"] situated, lying and being at Mouje Hanspura, Taluka Ahmedabad in the Registration Sub-District of Ahmedabad and District of Ahmedabad being possessed, occupied and owned by the Owner/Developer, Phase-I Land and Phase-II Land together hereinafter referred to as "the Project Land" and more particularly described in **FIRST SCHEDULE**.

WHEREAS, Non Agricultural use permissions in respect to Phase-I Land and Phase-II Land were granted by Collector Ahmedabad vide order EST/NA/T.8.Khe/Tatkal/K-65/SR-69/2012 Dated 19/01/2013 respectively.

WHEREAS, the Owner/Developer decided to float a scheme of residential raw houses/villas/Bungalows by developing the Project Land in the name and style of "Shantikunj" [Herein after referred as "said Project"]. Pursuant to which Owner/Developer had arranged to prepared drafts of the layout plans, plot

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demarcation, construction specifications and designs of residential row houses/villas/Bungalows for the said Scheme "Shantikunj" together with developing and constructing roads, club house, common blocks, gardens, street lights, water connections, and all other common amenities.

WHEREAS, construction & layout plans for Phase – I Land was approved by the Ahmedabad Urban Development Authority vide Rajachitti No. 02015/010814/A2487/R0/M1 and construction & layout plans for Phase-II Land is under process of approvals.

AND WHEREAS Vendor had completed construction and development of the Said Project in accordance with the statutory compliances, and Completion Certificate/Building Use Permission was granted by the Ahmedabad Municipal Corporation/Ahmedabad Urban Development Department vide letter/certificate No. _____ dated 17/05/2017.

WHEREAS, a common Society/Company/Maintenance Entity by way of any name, may be formed/engaged, on sole discretion of Owner/Developer, with main object of maintaining common land/plot, common road, common amenities & facilities, services, common infrastructure etc and also to manage, maintain, monitor, replace, up-grade the said amenities. The said Society/ Company/ Maintenance Entity is hereinafter referred to as "Maintenance Entity".

WHEREAS, the Prospective Acquirer herein has desired to acquire and for the purpose to reserve for him/her/it, a Premises/Unit No. ____ as developed and constructed on and in accordance with approved plan of Phase-I Land or Phase-II Land, (for sake of convenience it is numbered as Unit No :- ____ as per internal layout and marketing brochures of the said Project), admeasuring about ____ Sq. Mts (____ Sq. Yds) of net land area together with ____ Sq. Mts (____ Sq. Yds Super Built up area) [i.e. ____ Sq. Mts or ____ Sq. Yds of Super Built-up area] of construction thereon, along with undivided proportionate share in net common land area, and undivided non exclusive right to use of proposed Common Facilities and Amenities to be and as may be developed on Project Land, together with other acquirers or purchasers of various units of the Phase – I Land and Phase – II Land, subject to terms and conditions mentioned herein in the this Agreement, said Unit/Premise is more particularly described in the **SECOND SCHEDULE** hereunder written (Hereinafter referred to as the "Said Unit/Premises") in the said Project.

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NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Prospective Acquirer has/have perused, studied and explained to himself/herself/itself the agreements, documents, papers, writings relating to the acquisition of the Project Land, plans and specifications of the said Project, Certificate and Report on title issued by Advocate -Idrish Bengali & Associates, Ahmedabad dated 4-09-2014, records papers and particulars referred to therein. The Prospective Acquirer has also verified the titles of the said Premises and Project through his/her/their Legal Advisors and after satisfying himself/herself/themselves have decided to purchase the said Unit/Premises. In future the Prospective Acquirer is not entitled to raise any objection or query regarding the titles of the said Unit/Premises or Project. The construction and development of the Project is in progress.
2. The Prospective Acquirer has/have made himself/herself/itself/themselves aware about the documents to be executed and the permissions to be obtained, the work thereof in progress. The Prospective Acquirer has/have also been given the plans and specifications of the Project, the plans and specifications for construction of infrastructures and other particulars of the Project. The description and particulars of the Project, facilities, infrastructure and recreations to be provided therein are contained in the **THIRD SCHEDULE** hereunder written (Hereinafter referred to as "COMMON FACILITIES AND AMENITIES").
3. The "Shantikunj" Scheme will have the facilities which the Prospective Acquirer has/have understood and approved. The Prospective Acquirer has/have also agreed with Developer that Developer may make such changes, additions, omissions, modifications or alterations in the Said Common Facilities and Amenities as may be required to be done by the Government or any other concerned authorities or as the circumstances may require or which Developer may consider desirable and this shall operate as an irrevocable consent of the Prospective Acquirer for making such changes, additions, omissions, modifications or alterations.
4. Developer agrees to make available to the Prospective Acquirer residential Unit/Premises to be used exclusively for residential purpose, more particularly described in the **SECOND SCHEDULE** hereunder written and delineated with red color boundary line on the Plan annexed herewith as **Annexure - A** or any other Unit/Premises in the Project, at the option of Owner/Developer if the lay out plan of the scheme is required to be modified, altered or changed, of the same area or with variation (more or

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less) of maximum up to 10%. The Said Unit/Premises, at all places, shall be read, understood and interpreted as the Unit/Premises more particularly described in the Second Schedule hereunder written or such other Unit/Premises as may be reserved or conferred or made available as aforesaid. However, the location of the Said Unit/Premises will be finalized by Developer before the Said Unit/Premises will finally convey with the possession to the Prospective Acquirer, in accordance to this Agreement. The Prospective Acquirer of the Said Unit/Premise as owner thereof will be permitted to use the Said Common Facilities and Amenities stated in the **THIRD SCHEDULE** hereunder written, in accordance with the terms and conditions mentioned in this Agreement and as may be laid from time to time.

5. OWNER/DEVELOPER has agreed to reserve for conferment the Said Unit/Premise to the Prospective Acquirer, strictly in accordance with and subject to the other terms and conditions herein, at or for the total amount as mentioned in **Annexure -A** to be paid/contributed by the Prospective Acquirer to Developer (hereinafter referred to as "the Said Amount") in accordance with the Payment Schedule mentioned therein.

The Prospective Acquirer has paid Rs. _____/- (Rupees _____ only) as booking amount by Cheque No. _____ Dated: ____/____/2015, ____ Bank.

6. The Said Amount as mentioned in **Annexure - A** includes charges for cost of land, construction, required permissions and developing said Common Facilities and Amenities and Prospective Acquirer shall not be entitled to ask/request breakup of the same.
7. Prospective Acquirer agrees to pay to the Owner/Developer Said Amount as per the Payment Schedule mentioned in **Annexure-A**.
8. In the event of any variation in area of the Said Unit/Premise as mentioned hereinbefore, the amounts to be paid shall stand reduced or increased proportionately and the provisions of this Agreement shall be construed in accordance with such revised area.
9. Prospective Acquirer may terminate this agreement within 30 days from the date of execution of this present by written request and the Developer shall have right to retain the 10% of the total amount paid in accordance with this agreement, as on the date of termination or Rs. 1,00,000/- whichever is higher as termination charge/compensation from Prospective Acquirer. After retaining termination charge/compensation if any amount is required to be refunded to proposed Acquirer in such a event

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same will be refunded only after fresh booking of Said Unit/Premise by deducting dues/ damage/cost/loss/ etc if any incurred in respect of the Said Unit/Premise and its fresh booking.

10. Over and above the aforesaid amounts, the Prospective Acquirer shall have to bear and pay to Developer, (a) any levies from the State or Central Government or local authority or any other authority, in a form of Service Tax / VAT, betterment charges, development taxes or payment of similar or any other nature applicable on and from the date of the agreement, (b) amounts payable towards the stamp duty, registration charges, legal fees and all other expenses for-in the matter of purchase of the Said Lands and other lands for the Project and conferment and handing over of the possession of the Said Unit/Premise (c) charges for electricity connection which shall include laying of cable and other installation charges and deposits payable to the electricity Company, (d) local authority development charges and security fees, and (e) amounts in any form whatsoever levied, charged or imposed by any authority or authorities whomsoever; immediately on demand by Owner/Developer, from time to time. The amounts as may be fixed by Owner/Developer to be paid by the Prospective Acquirer for and towards the same shall be final, conclusive and binding upon the Prospective Acquirer.
11. It is hereby expressly agreed that time for payment of each of the aforesaid installment shall be the ESSENCE OF THIS AGREEMENT. In the event of the Prospective Acquirer making any default in making payment of any one installment or any other amount due under this Agreement whether formally demanded or not, Owner/Developer shall be entitled to cancel the reservation of the Said Unit/Premise and to forfeit the amount of deposit paid under this Agreement with further and other loss or damages and to dispose off the Said Unit/Premise reserved for Prospective Acquirer to any other party or in any other manner whatsoever as Owner/Developer may determine subject to the dues if any. The Prospective Acquirer will have no claim of any nature whatsoever against Owner/Developer or against the Said Unit/Premise. The loss or damage as may be certified or arrived by Owner/Developer shall be final and binding upon the Prospective Acquirer. The balance of the amount paid by the Prospective Acquirer, without interest or any other amount whatsoever will be refunded by Developer to the Prospective Acquirer subject to the dues, if any, upon disposal of the Said Unit/Premise to any other party and upon receipt of the full amount on such disposal. The deficit, if any, will be paid or reimbursed by the Prospective Acquirer to Developer.
12. Owner/Developer agrees to give possession and agrees to convey by way of sale Said Unit/Premise to the Prospective Acquirer on or before 31st October, 2017 or any other mutually agreed date, subject

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to other provisions herein, and further subject to the availability of permissions, approvals, sanctions, no objections from the concerned authorities, under the applicable laws and subject to availability of materials, articles, things, and subject to strike, shortage of laborers, electrical faults, civil commotion or any act of God such as earth-quake, flood or any other natural calamities, enemy and subject to the consequences of any notice, order, rule or notification of the Government and/or any other public or other local authorities or court or other cause beyond the control of Owner/Developer and subject to regular payments to be made by the Prospective Acquirer under this agreement and due and proper observance and performance of the terms and conditions by the Prospective Acquirer on his/her/their/its part herein, and delay occasioned if any on account of the Prospective Acquirer.

(a) If for any reason other than the force majeure stated in Clause 12 above, Developer are unable to make available the Said Unit/Premise to the Prospective Acquirer even after expiry of six months after the said stipulated date and/or Owner/Developer have abandoned the project in which event Developer shall make payment of all the amounts that may have been paid by the Prospective Acquirer to the Developer under clause 5 hereinabove without interest.

(b) And in the event of force majeure stated in clause mentioned above Developer are unable to make available the Said Unit/Premise to the Prospective Acquirer on or before the said stipulated date and/or Owner/Developer have abandoned the project in which event Developer may endeavor to make payment of all the amounts that may have been paid by the Prospective Acquirer to the Developer under clause 5 hereinabove without interest after adjusting for irrecoverable expenses incurred by the developer for overall development of Scheme/Project.

13. The conveyance of the Said Unit/Premise will be made and registered by Owner/Developer in favor of the Prospective Acquirer and possession thereof shall be given to the Prospective Acquirer only upon all payments required to be made under this Agreement by the Prospective Acquirer have been made to Owner/Developer and in accordance with other provisions herein.

14. As soon as the Said Unit/Premise is notified and earmarked by Owner/Developer, as complete and ready for possession and final conveyance, the Prospective Acquirer shall pay the arrears of the amount payable by him/her/it/ them within seven days of such notice served to Prospective Acquirer or put at any prominent place within the Project. If the Prospective Acquirer fails to pay the arrears as aforesaid Owner/Developer will be entitled to terminate this Agreement with Prospective Acquirer and to forfeit the amount of deposit paid under this agreement with further and other loss or

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damages and to dispose off the Said Unit/Premise reserved for the Prospective Acquirer to any other party or in any other manner whatsoever as Owner/Developer may determine subject to the lien of Owner/Developer in respect of its dues and the Prospective Acquirer will have no claim of any nature whatsoever against Owner/Developer or against the Said Unit/Premise and the balance amount without interest or any other amount whatsoever will be refunded by Developer to the Prospective Acquirer upon disposal of the Said Unit/Premise to any other party and upon receipt of the full amount on such disposal. The deficit, if any, will be paid or reimbursed by the Prospective Acquirer to Owner/Developer.

15. Developer shall, in respect of any amount remaining unpaid by the Prospective Acquirer under the terms and conditions of this agreement have a lien and charge on the Said Unit/Premise.
16. Nothing contained in this Agreement shall be construed so as to confer upon the Prospective Acquirer any right, title or interest of any kind whatsoever in, to or over the Said Unit/Premise. Such conferment shall take place only after each of the following conditions is satisfied :
- (a) Owner/Developer has/have received all the payments due to it/them under the terms of this Agreement from the Prospective Acquirer.
- (b) The Prospective Acquirer has/have duly and properly observed the terms and conditions contained herein.
- (c) The Prospective Acquirer is/are finally conveyed the Said Unit/Premise by Owner/Developer.
17. The Prospective Acquirer shall be bound from time to time to sign papers or documents and to do all other things as Owner/Developer may require him/her/it/them to do from time to time for safeguarding the interest of Owner/Developer and other Prospective Acquirers. Failure to comply with the provisions of this Clause will render this Agreement ipso facto to come to an end.
18. The rights and interest of the Prospective Acquirer herein, and other Prospective Acquirers of the Project, shall be subject to the overall powers and authorities of Owner/Developer, in any of the matter concerning the Project and development thereof and all amenities pertaining to the same and

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in particular Owner/Developer shall have absolute authority and control as regards the indisposed Units and their disposal.

19. The Prospective Acquirer shall have no claim and/or legal title with respect to any part of the Project, including but not limited to its common roads, common infrastructure facilities, amenities and services, save and except in mentioned herein this Agreement. The Said Common facilities and Amenities shall always be of the ownership and possession of Owner/Developer or Maintenance Entity, and the Prospective Acquirer and others shall be permitted to use, and enjoy the same as per the rules and regulations of Owner/Developer or its nominee appointed as Maintenance Society/body/Maintenance Entity [hereinafter referred to as "Maintenance Entity" from time to time.
20. It is also agreed by the Prospective Acquirer that the Said Unit/Premise that is proposed to be conveyed to the Prospective Acquirer by Owner/Developer as per the design, specifications and size decided by Developer. Though the land on which such compound wall and gate if get constructed shall belong to the Prospective Acquirer after the conveyance of the Said Unit/Premise, the ownership of the compound wall and the gate shall always remain with Developer/Maintenance Entity, and the Prospective Acquirer shall not be entitled or allowed to make any alteration/modification to the said compound wall and/or gate or to demolish the same in part and/or whole. If the compound wall or the gate is found to be damaged and/or altered at any time after the conveyance of the Said Unit/Premise, the same shall be repaired/replaced/reconstructed by Developer/Maintenance and the costs/expenses involved for the same shall be totally payable by the Prospective Acquirer as claimed by Developer.
21. For the period after two years, overall maintenance and operations of all the said Common facilities and Amenities including common areas, roads, water supply etc shall continue to be maintained by the Developer / Maintenance Entity. The prospective acquirer shall pay all the related maintenance expenses as determined by the Developer / Maintenance Entity. Fixing of all such charges for all the amenities shall be done at the discretion of Maintenance Entity and the prospective acquirer shall be liable to pay the expenses / charges as fixed by the maintenance entity subject to the Prospective Acquirer shall be required to pay any defaulted amount with interest calculated @ 18% p.a. from the date the payment has become due, within 30 days of the notice. However, if he/she/it fails to pay the same, within the said period of 30 days,

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Owner/Developer/Maintenance Entity shall be entitled to withdraw the permission to use the Said Common Amenities and Facilities, including the permission to use all the internal roads of the Project which shall also include the internal roads used to approach the Said Unit/Premise.

22. All the rights, entitlements and obligations which belong to Owner/Developer, shall remain assignable, in part or as whole, by Owner/Developer, at its sole discretion, to whomsoever they decide, at any point of time in future. In such case, all the rights of the Prospective Acquirer and obligations and undertakings given by the Prospective Acquirer under this agreement to Owner/Developer shall automatically get transferred to such assignees/successors of Owner/Developer and the same shall remain binding to such assignee of Owner/Developer as well as to the Prospective Acquirer and/or his/her/its/their assignees/successors.
23. So long as the Said Unit/Premise shall not be separately assessed for Taxes, water rates, electric bills, etc., the Prospective Acquirer shall pay to Developer/Maintenance Entity such amount as may be fixed from time to time, in advance towards such payment, Nagar Panchayat Taxes and other outgoings. Further, until the Said Unit/Premise, can separately be assessed for payment of cost, charges and expenses, the Prospective Acquirer shall continue to pay proportionate portion of such amount, cost, charges and expenses as may be fixed by Developer/Owner from time to time. After the Said Unit/Premise is separately assessed, then such payments will have to be made by the Prospective Acquirer on actual basis.
24. The Prospective Acquirer shall maintain at his/her/its/their cost the Said Unit/Premise that may be constructed thereon in good condition, state and order and shall abide by all bye-laws, Rules and Regulations of the Government, local authority, Nagar Panchayat, District Panchayat, Electricity Company, local bodies and other authorities and shall attend, answer and be responsible for all actions.
25. It is hereby agreed that the Prospective Acquirer shall not put or allow to be put any Name Plate, Sign Board and/or any other kind of display of any nature, on the compound wall, gate and/or on the exterior side of the development to be planned and/or in the open space in the Said Unit/Premise, except whatever is provided by Owner/Developer, without the written consent of Owner.

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26. The Prospective Acquirer hereby agrees to pay all the amounts payable under the terms of this Agreement as and when they become due and payable, time in this respect being the Essence of the Contract. Further, Owner/Developer is/are not bound to give notice requiring such payment and the failure thereof shall not be placed-pleaded as an excuse for non payment of any amount or amounts on the respective due dates.
27. The Prospective Acquirer hereby agrees with Owner/Developer and undertakes to pay amounts liable to be paid by the Prospective Acquirer under this Agreement and to observe and perform the covenants and conditions contained in this Agreement and to keep Owner/Developer indemnified against such payment and observance and performance of the covenants and conditions contained herein.
28. The Prospective Acquirer hereby covenants to keep the Said Unit/Premise, neat, clean and tidy and saved and protected from trespasser, from being illegally used or occupied and upon construction being put up, to keep such construction, drains, pipes, appurtenances belonging thereto in a good, tenable repair and condition.
29. The Prospective Acquirer shall not without the written permission of Developer/Maintenance Entity let, sub-let, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose off the Said Unit/Premise nor assign, underlet or part with his/her/its/their interest or the benefit thereof or of this agreement or any part thereof until the Prospective Acquirer shall have paid to Developer/Maintenance Entity all the moneys payable to Developer/Maintenance Entity under this Agreement and shall have obtained prior approval of Developer/Maintenance Entity which may be granted (not obligatory) subject to such conditions as may be imposed by Developer/Maintenance Entity. The Prospective Acquirer has to pay Transfer Fee @ Rs.100000/- per unit and said Transfer Fees shall be valid & applicable till 31st October, 2017. After 31.10.2017 said Transfer Fees will be decided and levied with the rate at sole discretion of Developer/Maintenance entity.
30. After conveyance of the Said Unit/Premise to the Prospective Acquirer, the Prospective Acquirer shall be entitled to let, sub-let, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose of the Said Unit/Premise and residential unit thereon, after obtaining prior written permission of Developer/Maintenance Entity and subject to and in accordance with the terms and conditions laid down by Developer/Maintenance Entity. In the event the Prospective Acquirer is

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desirous of selling the Said Unit/Premise and the residential unit thereon, he/she/it/they shall comply with the following:-

The Prospective Acquirer shall give 30 days prior notice in writing about his/her/their/its intention to sell the Said Unit/Premise and residential unit thereon, informing about the New Purchaser thereof and shall obtain No Objection Letter from Developer/Maintenance Entity prior to sale, which shall not be unreasonably withheld by Developer/Maintenance Entity.

All terms and conditions, otherwise binding to the Prospective Acquirer shall also be binding to the New Purchaser.

31. The Said Unit/Premise shall be used only for the purpose of residential purpose. The Prospective Acquirer agree, confirm and accept that the said use of the Unit/Premises.
32. On final implementation of Town Planning Scheme if there is any deduction in the plot area or any betterment tax is required to be paid to the competent authority then it is a liability of prospective acquirer to satisfy the concerned authority by giving the possession of acquired land or by paying the betterment tax as decided by the competent authority and the prospective acquirer will have no right to claim any damages or losses against Owner/Developer/Maintenance Entity. In the event, if any particular plot is entirely acquired by AUDA on implementation of Town Planning Scheme in such an event if any compensation or alternate area is allotted by the AUDA in lieu of such acquisition, the Prospective Acquirer will be entitle to the proportionate compensation or alternate area.
33. AUDA had sanctioned the plans for Phase-I Land as mentioned herein above. Thus as per said sanctioned plan total 11437 Sq. Mtr. units are sanctioned in respect of Phase - I Land. The Prospective Acquirer will be sold and conveyed the Unit/Premise situated in Phase-I Land, within the said Project Land and for the sake of convenience for internal layout plan and as per marketing Brochure prepared by the Owner/Developer, Units/Premises may be mentioned differently but each Unit/Premise is a part and parcel of the Project Land.
34. The Prospective Acquirer shall carry out the internal renovation/refurbishment/modification in a manner that the said Common Facilities and Amenities, compound wall and other common structures are not damaged. No nuisance or annoyance shall be caused to any other occupant of

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neighboring units. The Prospective Acquirer shall not store building material on the common roads or areas of the Project. The Prospective Acquirer shall not throw dirt, garbage or other refuses or permit the same to be thrown from the Said Unit/Premise or for the purpose of repair of any part of the construction, in the common portion like, roads or otherwise.

35. The Prospective Acquirer shall permit Developer/Maintenance Entity and/or their surveyors and agents with or without workmen and others at all reasonable times to enter into upon the Said Unit/Premise and construction that may be put up thereon or any part thereof to view and examine the state and condition thereof and the Prospective Acquirer shall make good any defects concerning common use and services or any breaches or violations in maintaining the same in accordance with the provisions herein and in conformity with the general rules of the Project that may have been laid down by the Developer/Maintenance Entity within a period of 48 hours of giving of such notice in writing by Developer/Maintenance Entity to the Prospective Acquirer.
36. The Prospective Acquirer shall not use the Said Unit/Premise or permit the same to be used for any purposes whatsoever other than residence for which it is conferred or for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other Plots or for any illegal or immoral purposes.
37. After the conveyance of the Said Unit/Premise is made in favour of the Prospective Acquirer, if anything in or about or relating to the Said Unit/Premise is thereafter required to be carried out by the Government, District Panchayat, Local Authority or any statutory authority, the same shall be carried out by the Prospective Acquirer and Owner/Developer shall not be in any manner liable or responsible for the same.
38. The construction to be put up on the Said Unit/Premise shall be got insured with the insurance company against all kind of risks like fire, earth-quake, flood, riots, war, etc. and premium thereon shall be borne and paid by the Prospective Acquirer.
39. Any delay by Owner/Developer in enforcing the terms of this Agreement or any forbearance or giving time to the Prospective Acquirer shall not be considered as a waiver on the part of Owner/Developer nor shall the same in any manner prejudice the remedies of Owner/Developer.

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40. It has been specifically agreed and understood by the Prospective Acquirer that the intended conferment of the Said Unit/Premise is/may be subject to any scheme for Town Planning, development plan, or any other scheme, arrangement, proposal, acquisition, requisition, by or of any authority or authorities under any law for the time being in force or in force from time to time, in which event, Owner/Developer /Maintenance Entity may make such variation, changes, additions, omissions or alterations in the scheme for development of such of the said lands or as may become available there-from or at any other or further place, location or otherwise as Owner/Developer /Maintenance Entity may deem, fit and proper and all right to develop new lands absolutely belong to Owner/Developer /Maintenance Entity with the same spirit and intention as of the Said Lands.
41. The Project at present extends to the Said Project Lands. The Project is being put up in a phased manner and shall accordingly extend to the lands of further phases. Additionally, Owner/Developer /Maintenance Entity may extend to, expand or join with the Project, other pieces and parcels of lands adjacent, surrounding or nearer to the Said Lands and/or lands of more phases, to be put up by Owner/Developer /Maintenance Entity alone with any other entity. In the process, Owner/Developer /Maintenance Entity shall be entitled, at its/their sole discretion, to extend and make available for use, occupation, utilization and enjoyment to such new scheme and Prospective Acquirers therein, or any other persons/entities that it/they may decide solely at its/their own discretion, all and every or any common amenities, facilities, services and infra-structures like roads, common open spaces, electricity, water, drainage, sewerage, recreation, etc. of the Project "Shantikunj" without payment of any amount by way of consideration, compensation, cost, charges and expenses. Developer has already made an in-built provision and given benefit for the same to the Prospective Acquirer in the amount agreed or fixed as payable by him/her/it/them as stated hereinabove.
42. Owner/Developer will appropriate the amounts payable by the Prospective Acquirer as stated in hereinabove to such of the account or accounts as may be fixed by them and such appropriation and accounting of such moneys paid or payable by the Prospective Acquirer shall be final and binding upon the Prospective Acquirer.
43. The letters, receipts and/or notices issued by Owner/Developer dispatched Under Certificate of Posting to the address of the Prospective Acquirer as known to Owner/Developer, will be sufficient proof of receipt of the same by the Prospective Acquirer and shall completely and effectively discharge Owner/Developer.

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44. If the Prospective Acquirer neglects, omits or fails for any reason whatsoever to pay to Owner/Developer any part of the amounts due and payable by the Prospective Acquirer under the terms and conditions of this Agreement, within the time hereinbefore specified or if the Prospective Acquirer shall in any other way fails to perform or observe any of the covenants and stipulations herein contained, Owner/Developer shall be entitled to terminate this Agreement. The Prospective Acquirer herein agrees that on Owner/Developer's terminating this Agreement, all the right, title and interest of the Prospective Acquirer in the Said Unit/Premise and under this Agreement shall cease.
45. The Project shall always be known as "Shantikunj", and this name shall not be changed in any circumstances.
46. The Project shall be under the over-all control and management of the Developer/Maintenance Entity and the decision of the Developer/Maintenance Entity in all matters relating thereto including code of conduct, rules and regulations for use, occupation and enjoyment of the common amenities, facilities and services as well as all the infrastructural facilities in the Project including but not limited to Said common facilities and amenities shall be final, conclusive and binding upon the Prospective Acquirer.
47. All right, title and interest of the Prospective Acquirer is restricted to and to be read, understood and interpreted in relation to the Said Unit/Premise only, and all other constructed-covered-un-covered-open spaces-areas-portions, open margin lands, infrastructures, developments, amenities, facilities and services shall belong to Developer/Maintenance Entity.
48. The Prospective Acquirer shall at no time demand partition of his/her/it/their interest from the entire Project. It being agreed and declared by the Prospective Acquirer that his/her/its/their interest in the Project shall be impartible. It is also agreed and confirmed by the Prospective Acquirer, that all common road and gardens, common plots and amenities, common facilities as may be provided by the Developer within Phase - I Land and/or Phase - II Land, shall be non-exclusively and jointly used by the Acquirers of the various units of Phase - I Land and Phase - II Land.
49. Without prejudice to any of the terms and conditions hereinabove, the Prospective Acquirer hereby expressly consents to Developer/Owner for any arrangement of raising loan by Developer/Owner

Signature of Proposed Acquirer	For, TERAIYA DEVELOPERS
	(Authorized Signatory)



against security of the Said Lands and lands of more phases and/or infrastructures, amenities and facilities thereof, except on the plots that may have been conveyed to the Prospective Acquirers.

50. Any direct or indirect tax liability in respect of this transaction, as a sale or otherwise either as a whole or in part or in respect of any inputs or materials or equipments used or supplied in execution of or in connection with this transaction or for use of the Common facilities and Amenities and Miscellaneous Facilities shall be borne and paid by the Prospective Acquirer on demand at any time. All payments are thus understood by the Prospective Acquirer to be net of tax. He/She/It/They accept/s all liabilities unconditionally to pay additional amounts to Developer/Owner, equal to any such tax that may be imposed, with regard to any aspect of this Agreement, including but not limited to consideration amount of Plot, use of Common facilities and Amenities and Miscellaneous Facilities, etc. and it shall be borne and paid by the Prospective Acquirer on demand at any time.
51. The Project has been/shall be advertised/made known to public, by Developer/Owner through, brochures, pamphlets, hoardings, newspapers, magazines, internet or in any other manner, as Developer/Owner may deem fit. It has been agreed that if anything agreed upon as recorded herein is inconsistent with what has been advertised/made known to public as aforesaid, what is agreed upon herein shall prevail.
52. It has been agreed that if any changes, modifications or alterations are effected by Developer/Owner in the Project in general or in particular with respect to any part thereof which may have effect upon the terms and conditions contained herein or with respect to rights or obligations of the Prospective Acquirer, such changes or modifications or alterations shall be binding upon the Prospective Acquirer and to that extent the terms and conditions, rights and obligations of the Prospective Acquirer under this Agreement shall stand modified or changed or altered. PROVIDED HOWEVER, such change, modification or alteration under any circumstances shall not prejudicially affect the right of the Prospective Acquirer to the conferment of Said Unit/Premise.
53. The Prospective Acquirer has/have agreed, finally, to acquire legal possession and title to the Said Unit/Premise by obtaining conveyance from Owner. Owner shall execute document of conveyance of the Said Unit/Premise in favour of the Prospective Acquirer. All expenses of stamp duty, registration charges, legal fees or any other charges relating to the same, shall be borne and paid by the Prospective Acquirer only. The spirit, intention, interpretation and implementation of the word "to

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confer" or "conferment" of the Said Unit/Premise to the Prospective Acquirer, in their all grammatical sense, in this Agreement shall be understood accordingly.

54. This Agreement shall be binding on the Prospective Acquirer, (in case of individual) his/her/their heirs, legal representatives, executors, successors and assigns; (in case of partnership firm) its partners as at present and from time to time and the heirs and legal representatives of the last surviving partner; (in case of HUF) its members as at present and from time to time and their respective heirs, executors and successors and its (HUF's) permitted assigns; (in case of Trust) its Trustees as at present and from time to time and the beneficiaries thereof; (in case of Corporation) its successors and assigns and/or any third party having or contemplating to have in future any charge or interest on the Said Unit/Premise and/or on the construction thereupon, in part and/or as a whole.
55. The Prospective Acquirer hereby agrees to execute such other papers and documents as may be necessary for the purpose of giving effect to these presents.
56. The Prospective Acquirer hereby declares that he/she/it/they has/have read, understood and agreed each and every term of this agreement before execution.
57. It is agreed between the Parties that the Courts at Ahmedabad City only shall have jurisdiction to try and entertain any dispute, suit, claim or action arising out of this Agreement.

Signature of Proposed Acquirer	For, TERAIYA DEVELOPERS (Authorized Signatory)
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-: THE FIRST SCHEDULE ABOVE REFERRED TO: -

(Description of "Project Land" to be developed)

All those pieces or parcels of Non-Agricultural land being Final Plot No. 55 [Old Survey/block No.41] admeasuring 18211 Sq. Mts. (21780 Sq. Yds.) [Divided into Sub Plot No.1 admeasuring 11437.45 Sq. Mts of area and Sub Plot No.2 admeasuring 6773.55 Sq. Mts of area] within Town Planning Scheme No. 75 situated, lying and being at Mouje Hanspura, Taluka Ahmedabad in the Registration Sub-District of Ahmedabad and District of Ahmedabad and bounded as follows:

- East : Block No. 21 (Agriculture Land)
- West : Block No. 38 (Agriculture Land)
- North : Block No. 40 and 23 (Agriculture Land)
- South : Block No. 22 and 42 (Agriculture Land)

Signature of Proposed Acquirer	For, TERAIYA DEVELOPERS (Authorized Signatory)
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:- THE SECOND SCHEDULE ABOVE REFERRED TO: -

(Description of the Said Unit/Premise)

All that piece and parcel of property being Unit/Premise No. :- _____ (for sake of convenience it is numbered as Unit No :- _____ as per attached internal layout) admeasuring about _____ Sq. Mts (_____ Sq. Yds) of net land area together with _____ Sq. Mts (_____ Sq. Yds Super Built up area) [i.e. _____ Sq. Mts or _____ Sq. Yds of Super Built-up area] of construction thereon, as developed on Sub Plot No. 1/Sub Plot No.2 of the Project Land as mentioned in First Scheduled, along with undivided proportionate share in land of common plots and roads within the Project Land with undivided and non-exclusive right to use Common Facilities and Amenities of the Project Land and Said Unit/Premise is bounded as under:

- East : _____
➤ West : _____
➤ North : _____
➤ South : _____

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	(Authorized Signatory)

Alexis

Specification of the Unit

Structure
Earthquake resistant composite structure
Inside Finish Plaster
Outside Sandface Plaster
Flooring
Quality Verified tiles
Tile Flooring in utility area
Water proofing in toilet
Tile in terrace
Kitchen
Polished granite in platform
Glazed tiles in kitchen
Light point for electrical appliance
Steel Sink
Washing machine point
Exhaust fan point
Bathroom
Glazed tiles up to lintel & flooring
Sanitary ware
Standard bath fitting
Wall - hung
Shower
Hot water line
UPVC / CPVC pipe fitting
SWR pipe
Doors – Windows
Main entrance door
Internal door with shut
Stone frame
Anodized Aluminium Window
Four side stone in window
Hardware
Electrical Work
3 - Phase electric wiring
ISI copper wire
Modular electrical switches & accessories
Distribution board with ELCB & MCB
Geyser point in attach toilet
AC point in attach bedroom
TV & telephone drawing room & attach bedroom
Paints
Interior walls with putty
Exterior wall with acrylic paint

Signature of Proposed Acquirer	For, TERAIYA DEVELOPERS
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Alexis

-: THE THIRD SCHEDULE ABOVE REFERRED TO: -

(Description of Common Facilities and Facilities for which non-exclusive, common and undivided right to use shall be provided to the Prospective Acquirer)

PART A

Common Amenities:

1. The whole Project is not likely to have any public roads passing through, unless in future a change brought in by any government action, including any such action by a civic body. This will make it a private, guarded residential Project with a single entrance gate, monitored and secured privately.
2. Common Plots of various size.
3. A Water Body
4. Garden with a landscape of articulated greenery.
5. Splash Pool.
6. Children's Park as a fun escapade for the children.
7. A Club House with a landscape in the midst of nature.
8. Indoor facilities like card room and table tennis.
9. Health Club and Gym for fitness.
10. A jogging track

PART B

Project Services:

1. A 3 Phase power connection of for appropriate electric equipments, lights fans, air-conditioning, pump/motors and other domestic electrical requirements for each unit.
2. Provision for reasonable water supply for the domestic requirement of members.
3. All the internal approach roads in the Scheme built with interlocking pavers/RCC, curbs and greenery and plantation on the sides.
4. Round the clock security for the Scheme.

Signature of Proposed Acquirer	For, TERAIYA DEVELOPERS
	(Authorized Signatory)

A. Sengupta

5. Sufficient Staff to look after the common amenities and services.
6. Street lights on every internal road.
7. Optionally available telephone, TV cable and Internet facilities on chargeable basis.
8. Dump Yard facility
9. Sitting areas, Gazebos and benches at different locations on the jogging track and streets.

PART C

(Broad Outline of Expenses to be incurred to maintain the Common Facilities and Amenities)

1. The expenses of keeping in good condition the common amenities/structures and in particular the roof gutters and rain water pipes, drainage pipes, internet cables, street lights and electric wires in, under or upon the Project and enjoyed or used by the Prospective Acquirer in common with the other occupiers and the main entrance, passages, landings of the Project as enjoyed by the Prospective Acquirer used by him/her/it/them in common as aforesaid and the boundary walls of the Project etc.
2. The costs of cleaning and lighting and keeping in good in condition the passages, the roads, common structures and the common plots of the Project covered under the total scheme.
3. The cost of salaries of clerks, gardeners, bill collectors, sweepers, and other administrative personnel, etc.
4. The cost of working of and keeping in good condition water pump and common lights.
5. Insurance.
6. All taxes, cesses and any other impositions relating to the common areas, structures and amenities.
7. Any other cost, charges and expenses of common nature not specifically provided herein.

Signature of Proposed Acquirer	For, TERAIYA DEVELOPERS
	(Authorized Signatory)

A. S. ...

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

SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED OWNER
TERAIYA DEVELOPERS, (A PARTNERSHIP FIRM)
REPRESENTED THROUGH ITS PARTNER
MR. AKSHAY DHIRAJAL TERAIIYA

SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED:
PROSPECTIVE ACQUIRER

Signature of Proposed Acquirer	For, TERAIIYA DEVELOPERS
	(Authorized Signatory)

Alexis

ANNEXURE-A

NAME :-	
UNIT NO:-	
Basic Unit Price (For Land and Construction)	RS.
1 MAINTENANCE CHARGE	RS. 50000
2 GEB / AMC / LEGAL CHARGE	RS. 150000
BASIC UNIT VALUE, MAINTAINANCE CHARGE, GEB / AMC / LEGAL CHARGE	RS. 200000
3 STAMP DUTY AND REGISTRATION CHARGES AT PREVAILING RATE	AS ACTUAL
4 GOVERNMENT DUTY'S AND OTHER CHARTGES	AS ACTUAL

PAYMENT SCHEDULE

PAYMENT STAGE	AMOUNT (IN RS.)
1 ON TIME OF BOOKING	RS.
2 WITHIN 1 MONTH OF BOOKING DATE - @ 30 % OF (BASIC UNIT COST) + Applicable GST	RS. 0
3 ON COMPLETION OF BASEMENT SLAB - @ 10% OF (BASIC UNIT COST) + Applicable GST	RS. 0
4 ON COMPLETION OF GROUND FLOOR SLAB - @ 10% OF (BASIC UNIT COST) + Applicable GST	RS. 0
5 ON COMPLETION OF FIRST FLOOR SLAB - @ 10% OF (BASIC UNIT COST) + Applicable GST	RS. 0
6 ON COMPLETION OF SECOND FLOOR SLAB - @ 10% OF (BASIC UNIT COST) + Applicable GST	RS. 0
7 ON COMPLETION OF UNIT PLASTER - @ 10% OF (BASIC UNIT COST) + Applicable GST	RS. 0
8 ON COMPLETION OF PLUMBING & DRAINAGE - @ 10% OF (BASIC UNIT COST) + Applicable GST	RS. 0
9 ON COMPLETION OF UNIT FLOORING - @ 5% OF (BASIC UNIT COST) + Applicable GST	RS. 0
10 ON COMPLETION OF COLOR & PUTTI - @ 5% OF (BASIC UNIT COST) + Applicable GST	RS. 0
11 At The Time of Sale Deed (MAINTENANCE CHARGE +GEB + AMC + Legal Charges)	RS. 200000
12 At The Time of Sale Deed (Stamp Duty + Registration Charges + Vat Etc.)	As Actual

Notes:

- Each installment shall be paid by Cheque/DD/Pay order payable at Ahmedabad. Any outstation cheque shall be charged for Rs 500/- and in case of dishonor of the Cheque for any reason also shall be charged for Rs. 500/- per instrument. /Cheque.
- Cancellation Charges: 10% @ Amount Paid or Rs 1,00,000/- whichever is higher will be charged.
- Charges like Power supplier charges, AMC charges, Stamp duty, Registration Charges, legal charges, Service Tax, VAT or any other govt. charges etc. are approximate & in case of any upward revision from concern authorities in future, the same would be recovered on pro-rata basis. If Govt. impose new Taxes or developer found holder's responsibility for any govt. taxes other than mentioned here, during or before completion of project, same will be recover from the unit holder on actual basis. All charges once levied shall be Non-refundable in any event.
- Installment of payment must be done within a 7 days within date of demand. Interest of 2 % p.m. will be charged for late payment. Bank loan disbursement will be member's liability.
- Member has to take possession within 30 days from the date of issuance of intimation about possession.

Signature of Proposed Acquirer	For, TERAPA DEVELOPERS
	(Authorized Signatory)

Alexis

SCHEDULE

SIGNATURE

PHOTOGRAPH

THUMB IMPRESSION

FIRST PARTY

OWNER

Teraiya Developer,
A partnership Firm, through its Partnet
Mr. Akshay Dhirajlal Teraiya

SECOND PARTY

PROSPECTIVE ACQUIRER

Signature of Proposed Acquirer	For, TERAIYA DEVELOPERS (Authorized Signatory)
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Akshay