(1)

This is model form – broad out-line of Agreement for Sale, which may be modified by the Promoter as per the status and circumstances of the Project at relevant time or otherwise, or as may be mutually agreed between the Promoter and Allottee, which is otherwise not violative of the RERA

AGREEMENT FOR SALE

(Without Possession)

This Agreement for Sale ("Agreement") executed on this __ day of ______, 2018,

BY AND BETWEEN

M/s. SHELADIA INFRA, (PAN NO : ADJES 9853 P), a Partnership Firm of Ahmedabad having its office at : C-301, Dev Aditya Arcade, Opp. Bagban Party Plot, Thaltej-Shilaj Road, Thaltej, Ahmedabad-380054 through its partner ____________ _________________ hereinafter referred to as "VENDOR" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the person above and named and its partners and their heirs, executors, administrators and assignee) of the ONE PART

AND

___________________________ (PAN NO : ________________), adult, Occupation Business, Indian National and residing at : ________ ____ hereinafter referred to as "THE PURCHASER/S" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his/her/their/its heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as if the Purchaser purchased in HUF capacity the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the OTHER PART.

WHEREAS That prior to 1951 the Revenue Survey No.398/1, 398/2 and 398/3 originally belonged to Keshavlal Malabhai as an absolute owner and possessor thereof.

That thereafter aforesaid lands were declared as "FRAGMENT" land under the provisions of The Bombay Prevention of Fragmentation and Consolidation of Holding Act, 1947. The entry to that effect was entered in the revenue records of mutation entry book of the Village Form No.6 under serial No.2258 on 08/06/1951 duly certified by the concerned revenue authority.

That thereafter said Keshavlal Malabhai had raised a loan on security of the said land from the Ahmedabad Central Co.Op.Bank Ltd. The entry to that effect was entered in the revenue records of mutation entry book of the Village Form No.6 under serial No.2790 on 21/09/1959 duly certified by the concerned revenue authority.

That thereafter on death of the said Keshavlal Malabhai in the year of 1960 the said land came to be owned and possessed by his only legal heirs and next of kins according to the Hindu Law under which he was governed his heir namely (1) Kachrabhai Keshavlal (2) Chimanlal Keshavlal (3) Jivatben Keshavlal (4) Maniben Keshavlal and (5)Bai Uma Wd/o. Keshavlal Malabhai. The entry to that effect was entered in the revenue records of mutation entry book of the Village Form No.6 under serial No.2911 on 05/10/1961 duly certified by the concerned revenue authority.

That thereafter said (1) Jivatben Keshavlal (2) Maniben Keshavlal have been released their rights, titles and interest in the said land in favour of other co-owners, hence their name were deleted in the revenue record concerned. The entry to that effect was also entered in the revenue records of mutation entry book under serial No. 2912 on 05/10/1961 duly certified by the concerned revenue authority.

That thereafter said owners had repaid the loan and interest thereon to the Ahmedabad Central Co.Op.Bank Ltd and accordingly part of the said land has been released from the charge of said Bank. The entry to that effect was also entered in the revenue records of mutation entry book under serial No.3049 on 04/12/1962 duly certified by the concerned revenue authority.

That thereafter said owners had raised a loan on security of the said land from the Bodakdev Vividh Karyakari Seva Sahkari Mandali Ltd.. The entry to that effect was entered in the revenue records of mutation entry book of the Village Form No.6 under serial No.3924 on 20/05/1972 duly certified by the concerned revenue authority.

That thereafter said owners had raised a loan on security of the said land from the Gujarat State Co-Operative Land Development Bank Ltd.. The entry to that effect was entered in the revenue records of mutation entry book of the Village Form No.6 under serial No.5419 on 13/01/1980 duly certified by the concerned revenue authority.

That thereafter on death of the said Kachrabhai Keshavlal on 13/01/1991 his share in the said land came to be owned and possessed by his only legal heirs and next of kins according to the Hindu Law under which he was governed his heir namely (1) Vimlaben Wd/o. Kachrabhai Keshavlal (2) Vikrambhai Kachrabhai (3) Dineshbhai Kachrabhai and (4) Ilaben Kachrabhai. The entry to that effect was entered in the revenue records of mutation entry book of the Village Form No.6 under serial No.6865 on 26/02/1991 duly certified by the concerned revenue authority.

That thereafter said Ilaben D/o. Kachrabhai Keshavlal has been released her rights, titles and interest in the said land in favour of other co-owners, hence her name was deleted in the revenue record concerned. The entry to that effect was also entered in the revenue records of mutation entry book under serial No. 6866 on 26/02/1991 duly certified by the concerned revenue authority.

That thereafter it appears fro revenue record that said lands bearing Survey No.398/1, 398/2 and 398/3 came to be consolidated into one Survey No.398/1+2+3.

That thereafter an Oral Partition in respect of the said land alongwith other land was made by and between said (A) Kachrabhai Keshavlal Family (i) Vimlaben Wd/o. Kachrabhai

Keshavlal (ii) Vikrambhai Kachrabhai (iii) Dineshkumar Kachrabhai (B) Bachubhai Keshavlal Family (i) Bachubhai Keshavlal (ii) Maheshkumar Bachubhai (iii) Khumeshkumar Bachubhai and (C) Chimanlal Keshavlal Family (i) Chimanlal Keshavlal (ii) Rohitbhai Chimanlal and (iii) Rajeshkumar Chimanlal whereby the said land bearing Survey No.398/1+2+3 came to the 1/3 share each of Family. The entry to that effect was also entered in the revenue records of mutation entry book under serial No.6920 on 26/06/1991 duly certified by the concerned revenue authority.

That thereafter said (1) Vimlaben Wd/o. Kachrabhai Keshavlal (2) Vikrambhai Kachrabhai (3) Dineshkumar Kachrabhai (4) Bachubhai Keshavlal (5) Maheshkumar Bachubhai (6) Khumeshkumar Bachubhai (7) Chimanlal Keshavlal (8) Rohitbhai Chimanlal and (9) Rajeshkumar Chimanlal have been sold and conveyed the said Agricultural land bearing Survey No. 398/1+2+3 Paiki undivided share admeasuring 20000 sq.yds i.e. 16722 sq.mts. to Dahyabhai Amratbhai by Deed of Conveyance dated 27/05/1992 duly registered with the Sub-Registrar of Ahmedabad same day under serial No. 12952. The entry to that effect was entered in the revenue records of mutation entry book of the Village Form No.6 under serial No.7051 on 28/05/1992 duly certified by the concerned revenue authority.

That said land was shown as “Fragment Land” in the revenue record concerned, however the said Revenue Survey No.398/1, 398/2 and 398/3 have been consolidated into one Survey No. 398/1+2+3 and hence the said Fragment Note was deleted from the revenue records. The entry to that effect was also entered in the revenue records of mutation entry book under serial No.7259 on 22/02/1993 duly certified by the concerned revenue authority.

That thereafter names of (1) Leelaben Wf/o. Dahyabhai Amratlal (2) Shaileshbhai Dahyabhai (3) Shilpaben Shaileshbhai (4) Mrunal Shaileshbhai (5) Yogesh Dahyabhai (6)Lataben Yogeshbhai (7) Tejas Yogeshbhai (8) Harshil Yogeshbhai (9) Ajay Dahyabhai (10) Pallavi Ajaybhai and (11) Sarvil Ajaybhai were entered in the revenue records alongwith name of Dahyabhai Amrutlal as co.owners and possessors of the said land. The entry to that effect was also entered in the revenue records of mutation entry book under serial No. 7263 on 03/08/1993 duly certified by the concerned revenue authority.

That thereafter on death of the said Dahyabhai Amrutlal on 26/06/1996 and his legal heirs name were already entered in the said land hence his name was deleted in the revenue record concerned. The entry to that effect was entered in the revenue records of mutation entry book of the Village Form No.6 under serial No.8149 on 20/09/1997 duly certified by the concerned revenue authority.

That thereafter said owners had raised a loan on security of the said land from the Shree Lakshmi Co.Operative Bank Ltd. The entry to that effect was entered in the revenue records of mutation entry book of the Village Form No.6 under serial No.8287 on 07/09/1998 duly certified by the concerned revenue authority.

That thereafter said (1) Yogesh Dahyabhai (2) Lataben Yogeshbhai (3) Tejas Yogeshbhai (Minor)(4) Harshil Yogeshbhai (Minor), through their natural guardian Yogesh Dahyabhai released their right, title, interest form the said land bearing Revenue Survey No. 398/1+2+3 Paiki admeasuring 16722 sq.mts. in favour of (1) Leelaben Wd/o. Dahyabhai Amrutlal (2) Shailesh Dahyabhai (3) Shilpa Shaileshbhai (4) Mrunal Shaileshbhai (5) Ajay Dahyabhai (6) Pallavi Ajaybhai and (7) Sharvil Ajaybhai by Release Deed dated 2727/06/2001 duly registered with the Sub-Registrar of Ahmedabad-3 (Memnagar) on same day under serial No. 1608.

That thereafter the said land bearing Revenue Survey No.398/1+2+3 Paiki admeasuring 16722 sq.mts. was allotted to Survey No.398/1+2+3B in Revenue Record.

That thereafter one Karma (Income tax)Owners Association got prior permission for purchase the said land under section, 63 of Tenancy Act, by Order No : C.B.LND.5358/C.5143/2001, dated 13/09/2001 of the Collector, Ahmedabad. The entry to that effect was entered in the revenue records of mutation entry book of the Village Form No.6 under serial No.8709 on 09/11/2002 duly certified by the concerned revenue authority.

That thereafter said (1) Leelaben Wd/o. Dahyabhai Amrutlal (2) Shailesh Dahyabhai (3) Shilpa Shaileshbhai (4) Mrunal Shaileshbhai (5) Ajay Dahyabhai (6) Pallavi Ajaybhai herself and as a natural guardian and mother of Minor Sharvil Ajaybhai have been sold and conveyed the said Agricultural land bearing Survey No. 398/1+2+3B admeasuring 16722 sq.mts. to Karma (Income-Tax) Owners Association by Deed of Conveyance dated 26/05/2003 duly registered with the Sub-Registrar of Ahmedabad-3 (memnagar) same day under serial No.1970. The entry to that effect was entered in the revenue records of mutation entry book of the Village Form No.6 under serial No.9153 on 27/10/2003 duly certified by the concerned revenue authority.

That in the mean time the said land bearing Survey No. 398/1+2+3B admeasuring 16722 sq.mts. covered within the limit of Preliminary Town Planning Scheme No. 37 (Thaltej) and Final Plot No. 70/1 was given and area thereof fixed to 10033 sq.mts. in lieu of old survey number.

That thereafter said owners had repaid the loan and interest thereon to the Shree Lakshmi Co.Operative Bank Ltd and accordingly part of the said land has been released from the charge of said Bank. The entry to that effect was also entered in the revenue records of mutation entry book under serial No.9193 on 20/12/2003 duly certified by the concerned revenue authority.

That thereafter said Karma (Income-Tax) Owners Association has been sold and conveyed the said land bearing Survey No. 398/1+2+3B admeasuring 16722 sq.mts., T.P.Scheme No.37 (Thaltej) Final Plot No.70/1 Paiki admeasuring 6271 sq.mts. to Vanitaben Dilipbhai by Deed of Conveyance dated 20/09/2004 duly registered with the Sub-Registrar of Ahmedabad-3 (Memnagar) same day under serial No.5354. The entry to that effect was entered in the revenue records of mutation entry book of the Village Form No.6 under serial No.9401 on 27/10/2004 duly certified by the concerned revenue authority.

That thereafter said Agricultural Land bearing Survey No.398/1+2+3B admeasuring 16722 sq.mts. covered within the limit of Preliminary Town Planning Scheme No. 37 (Thaltej) and Final Plot No. 70/1 converted into Non Agricultural Use for Residential purpose as per Order No : CB/LAND-2/K-65/NA/N.A./S.R.24/05/06, dated 24/05/2006. The entry to that effect was entered in the revenue records of mutation entry book of the Village Form No.6 under serial No.10425 on 29/06/2007 duly certified by the concerned revenue authority.

That thereafter said Karma (Income-Tax) Owners Association has been sold and conveyed the said land bearing Survey No. 398/1+2+3B admeasuring 16722 sq.mts., T.P.Scheme No.37 (Thaltej) Final Plot No.70/1 Paiki admeasuring 1835 sq.mts. to Vanitaben Dilipbhai by Deed of Conveyance dated 20/03/2006 duly registered with the Sub-Registrar of Ahmedabad-3 (Memnagar) same day under serial No.2649. The entry to that effect was entered in the revenue records of mutation entry book of the Village Form No.6 under serial No.10429 on 10/07/2007.

That thereafter said Vanitaben Dilipbhai has been sold and conveyed the said land bearing Survey No. 398/1+2+3B admeasuring 16722 sq.mts., T.P.Scheme No.37 (Thaltej) Final Plot No.70/1 Paiki admeasuring 8106 sq.mts. to Parthivkumar Harshadbhai Adhyaru by Deed of Conveyance dated 05/04/2006 duly registered with the Sub-Registrar of Ahmedabad-3 (Memnagar) same day under serial No.2865. The entry to that effect was entered in the revenue records of mutation entry book of the Village Form No.6 under serial No.10430 on 10/07/2007 duly certified by the concerned revenue authority, which was cancelled by concerned revenue Authority on 10/09/2007, hence the said entry again entered in the revenue records of mutation entry book of the Village Form No.6 under serial No.10814 on 13/06/2008 duly certified by the concerned revenue authority on 25/07/2008.

That thereafter as per order of the Joint Secretary, Revenue Department, Government of Gujarat by his Order No. Pafar/102011/275/L/1, dated 17/03/2012 City and Dascroi Taluka of Ahmedabad District has been divided in the two separate parts viz. (1) Ahmedabad City-East and (2) Ahmedabad City-West and the said Mouje Thaltej Village covered within the limit of Taluka Ahmedabad City-West. The entry to that effect was entered in the revenue records of mutation entry book of the Village Form No.6 under serial No.12659 dated 03/05/2012 duly certified by the concerned revenue authority on 05/05/2012.

That thereafter the land bearing Final Plot No.70/1 Paiki admeasuring 8106 sq.mts. was allotted Final Plot No.70/1/A.

That thereafter as per order of the Joint Secretary, Revenue Department, Government of Gujarat the Ahmedabad City-East and (2) Ahmedabad City-West Talukas of Ahmedabad District has been divided in the six separate parts viz. (1) Asarwa (2) Maninagar (3) Vatwa (4) Ghatlodia (5) Sabarmati (6) Vejalpur and the said Mouje Thaltej Village covered within the limit of Taluka Ghatlodia.

That thereafter as per order of he District Collector of Ahmedabad vide its order No. CB/CTS-2/N.A./Thaltej/Block/S.No.398/1+2+3 Paiki/S.R.754/2017, dated 05/12/2017 dated 05/12/2017 granted revised permission for No-Agricultural Use of the land bearing Final PlotNo.70/1/A admeasuring 8106 sq.mts. Paiki 2285 sq.mts. for Commercial purpose.

That thereafter as per order of the Ahmedabad Municipal Corporation the land bearing Final Plot No.70/1/A admeasuring 8106 sq.mts. was subdivided into Two Sub-Plot i.e. landbearing Final Plot No.70/1/A Paki Sub Plot No.1 admeasuring 2285 sq.mts. and Sub-Plot No.2 admeasuring

5820.77 sq.mts. and issued Commencement Letter (Rajachitthi) No.00387/150118/A0431/M/1, dated 12/03/2018.

That thereafter said Parthivkumar Harshadbhai Adhyaru has been sold and conveyed the said Non Agricultural Commercial Use land bearing Survey No. 398/1+2+3B Paiki, T.P.Scheme No.37 (Thaltej) Final Plot No.70/1/A admeasuring 8106 sq.mts. PAIKI Sub Plot No.1 admeasuring 2285 sq.mts. (hereinafter called the **"Said Land"**) to M/s. Sheladia Infra i.e. Vendor by Deed of Conveyance dated 14/03/2018 duly registered with the Sub-Registrar of Ahmedabad-9 (Bopal) same day under serial No.2590. The entry to that effect was entered in the revenue records of mutation entry book of the Village Form No.6 under serial No.14922 on 21/03/2018 duly certified by the concerned revenue authority on 16/05/2008.

That thereafter said **M/S. SHELADIA INFRA,** got approved a plan from the Ahmedabad Municipal Corporation for construction of Commercial Units on the said land and permission was granted for construction of Ground to Sixth Floor and total 48 Commercial Units on the said land and there is stair cabin and lift room on the terrace and there is parking on the First Cellar and Second Cellar, with all common amenities and facilities vide its Raja Chhithi No. 00712/130318/A0786/R0/M1, dated 11/05/2018 and thereafter said Partnership Firm also started construction of a Commercial Units scheme known as **"ONE WORLD METRO"** consisting of construction of the 48 Commercial Units on the said land.

AND WHEREAS The Said Land is earmarked for the purpose of building a commercial project, comprising multistoried buildings and the said project shall be known as **"ONE WORLD METRO"** (hereinafter called the " Said Project") ;

*	Name of the building/project	:	"**ONE WORLD METRO**"
*	No. of blocks/Wings	:	1
*	No. of basements	:	2
*	No. of hollow plinth	:	0
*	No. of floors (for first phase)	:	1st and 2nd Cellar and Ground Floor to Sixth Floor

* No. of Shop/Office on each Floor

Floor	**Usage**	**Total Nos. of Units**
First Cellar	Parking	0
Second Cellar	Parking	0
Ground Floor	Commercial	8
First Floor	Commercial	8
Second Floor	Commercial	8
Third Floor	Commercial	8
Fourth Floor	Commercial	8
Fifth Floor	Commercial	6
Sixth Floor	Commercial	2
Stair Cabin	Stair Cabin	0
Lift Room	Lift	0
	Total	**48**

With provision of common amenities and facilities more particularly described in the **Schedule II**.

AND WHEREAS the Vendor has been obtained the final layout and building plan approvals for the Project from Ahmedabad Municipal Corporation. The Vendor agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable ;

AND WHEREAS The Vendor has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Gandhinagar on __________ under registration No. ______________ __________________________________ ;

AND WHEREAS That on demand from the Purchaser, Vendor has given inspection to the Purchaser of all documents of title relating to the project land and the plans, design and specifications prepared by the Vendor's Architect MARGESH PATEL and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder and the Purchaser if satisfied in respect of the same ;

AND WHEREAS The authenticated copies of Certificate of Title issued by M/s. VIJAY Y. CHAUGULE & CO., Advocate vide its Certificate dated __________ of the Vendor, authenticated copies of sale deed, plan and layout, Property card or extract of Village Forms VI and VII and XII or any other relevant revenue records showing the nature of the title of the Vendor to the project land on which the Flat/Shop are constructed have also been inspected by the Purchaser and the Purchaser and his/her/its/their legal advisor have carefully inspected and studied the same and is fully satisfied about them. The Purchaser/s is/are satisfied about the legality of the construction. The Purchaser/s also accepts the Vendor titles to the land and is satisfied about it and he/she/it/they agree that no further requisition/dispute will be made regarding title.

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

AND WHEREAS The Purchaser had applied for Shop/Office in the Project and has been allotted **Shop/Office No.** _______ admeasuring about _____ sq.mts. (Built-Up- Area) and _______ sq.mts. (Carpet Area) situated on the __________ Floor in a building to be known as **"ONE WORLD METRO"** more particularly described in the **First Schedule**) along with and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (more particularly described in **Second Schedule (Part-I)** and to be constructed as per specification shown in the Second Schedule (Part-II) ;

AND WHEREAS The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein ;

AND WHEREAS The Vendor is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Vendor regarding the Said Land on which Project is to be constructed have been completed ;

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 In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor hereby agrees to sell and the Purchaser hereby agrees to purchase the Shop/Office/Unit.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the parties agree as follows :

1. TERMS :

1.1 Subject to the terms and conditions as detailed in this Agreement, the Vendor agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase, the said Shop/Office/Unit.

1.2 The Total Price for the Shop/Office/Unit based on the carpet area is **Rs.____________/- (Rupees ________________ ______________ Only)** ("Total Price") and break up and description of the said total price as follows :

Explanation:

(i) The Total Price above includes the booking amount paid by the Purchaser to the Vendor towards the Shop/Office/Unit ;

(ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Vendor by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Vendor) up to the date of handing over the possession of the Shop/Office/Unit which shall be separately payable by the Purchaser in the manner as may be decided by the Vendor.

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Purchaser to the Vendor shall be increased/reduced based on such change / modification ;

(iii) The Vendor shall periodically intimate to the Purchaser, the amount payable as stated in (i) above and the Purchaser shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Vendor shall provide to the Purchaser the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective ;

(iv) The Total price is exclude maintenance deposit of the said project will be decided Service Society/Maintenance Agency ;

(v) The Total Price is escalation-free, save and except increases which the Purchaser hereby agrees to pay, 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 from time to time. The Vendor undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost/charges imposed by the competent authorities, the Vendor shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

1.3 The Purchaser has paid on or before execution of this agreement a sum of **Rs.___________/- (Rupees ___________ ________________ Only)** as an advance payment or application fee as follows ;

Rupees	**Cheque No.**	**Date**	**Bank**
Rs.________/-	_________	___________	_____________
Rs.________/-	_________	___________	_____________
Rs.________/-	_________	___________	_____________

Purchaser(s) shall make the remaining payment as per the payment plan as follows.

PAYMENT PLAN

Sr. No.	**Stage**	**Percentage**
1.	Booking	10 %
2.	At the time of Agreement to Sell	15 %
2.	Completion of Plinth	20 %
3.	Completion of 1st Slab	4.5 %
4.	Completion of 2nd Slab	4.5 %
5.	Completion of 3rd Slab	4.5 %
6.	Completion of 4th Slab	4.5 %
7.	Completion of 5th Slab	4.5 %
8.	Completion of 6th Slab	4.5 %
9.	Completion of Terrace Slab	4.5 %

10.	Completion of Brickwork	4.5 %
11.	Completion of Internal plaster	4.5%
12.	Completion of external plaster	4.5 %
13.	Completion of tiling	5 %
14.	Possession	5%
	TOTAL	100 %

1.4 It is agreed that the Vendor shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the Shop/Office/Unit or building, as the case may be, without the previous written consent of the Purchaser. Provided that the Vendor may make such additions or alterations as may be required to be done by the Government, Ahmedabad Municipal Corporation and other authorities if any as per the provisions of the Act.

1.5. The Vendor may, at the request of the Purchaser/s, carry out any Extra work and/or internal changes or alteration or changes in specification as per Building Regulation of AMC, at the risk, cost and consequences of the Purchaser/s. If these changes, etc. gives rise to any additional cost, the Purchaser/s shall be required to pay the same to the Vendor as may be certified by the Architect / Engineer of the scheme or according to the estimate that may be given by the Vendor prior to the execution of such work. Any unforeseen circumstances and force majure clause shall be effective as routine practice.

1.6 The Vendor shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the Building Use Permission is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Vendor. If there is any reduction in the carpet area within the defined limit then Vendor shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Vendor shall demand that 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 feet as agreed in Clause **1.2** of this Agreement.

1.7 Subject to Clause **10** the Vendor agrees and acknowledges, the Purchaser shall have the right to the Shop/Office/Unit as mentioned below :

(i) The Purchaser shall have exclusive ownership of the Shop/Office/Unit ;

(ii) The Purchaser shall also have undivided proportionate share in the Common Areas. Since the share / interest of Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Purchaser to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable.

(iii) That the computation of the price of the Shop/Office/Unit includes recovery of price of land, construction of [not only the Shop/Office/Unit but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

1.8 The Purchaser has paid booking amount being part payment towards the Total Price of the Shop/Office/Unit at the time of application the receipt of which the Vendor hereby acknowledges and the Purchaser hereby agrees to pay the remaining price of the Shop/Office/Unit as prescribed in the Payment Plan as may be demanded by the Vendor within the time and in the manner specified therein :

Provided that if the Purchaser delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

2.1 Subject to the terms of the Agreement and the Vendor abiding by the construction milestones, the Purchaser shall make all payments, on demand by the Vendor, within the stipulated time as mentioned in the payment plan through A/c Payee cheque/demand draft or on line payment (as applicable in favour of 'SHELADIA INFRA' payable at Ahmedabad.

2.2 The Vendor shall issue receipt for all the amount they may be received/paid under the agreement to the Purchaser/s. No claim for any payment shall be valid, save and except in respect of which the Vendor has issued such receipts.

3. FORMATION OF SERVICE SOCIETY / ASSOCIATION / LIMITED COMPANY FOR MAINTENANCE

3.1 The Purchaser alongwith other Purchaser/s of the Shop/Office/Unit in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Vendor may decide and for this purpose also from time to time sign and executed the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Vendor within seven days of the same being forwarded by the Vendor to the Purchaser, so as to enable the Vendor to register the common organization of Purchaser. No objection shall taken by the Purchaser if any changes or modification are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of co.operative societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

3.2 Within 15 days after notice in writing is given by the Vendor to the Purchaser that the Shop/Office/Unit is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. proportion to the carpet area of the Shop/Office/Unit) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, 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 and building/s. Until the Society or Limited Company is formed, the Purchaser shall pay to the Vendor 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 provisional monthly contribution towards the outgoings. The amount so paid by the

Purchaser to the Vendor shall not carry any interest and remain with the Vendor until the same is transferred to the society or the association or the limited company as aforesaid.

3.3 Over and above amounts 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 such proportionate share of the outgoings as may be determined by the Vendor and which are not covered in any other provision of the agreement.

3.4 The Purchaser shall pay all expenses to the Vendor for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocate of the Vendor in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye law and the cost of preparing and engrossing the conveyance or assignment of lease.

3.5 It is hereby agreed by the Purchaser/s that he/she/it/they shall deposit with the Service Society/or Vendor (still Service Society is not form) the amount of towards Common Maintenance, Deposit and Monthly Maintenance Charge along with the payment of last installment. Similar Common Maintenance Advance will be received from the other Purchaser/s. The Vendor/Service Society or body corporate in turn will invest such Common Maintenance Advance in the securities in which they may deem fit, and from the interest income that may be earned there from shall be utilized towards Common Maintenance and other expense to be incurred. Further that the Purchaser/s shall be required pay such addition amount in future to an extent, if such income is not sufficient for the purpose as may be fixed by the Service Society. Provided further that the Common Maintenance Advance / balance thereof shall be transferable deposit to the Service Society to be formed of all the Shop/Office/Unit Holders for the maintenance and upkeeping of the said entire project.

3.6 The project shall always be known as "**ONE WORLD METRO**", and the name shall not be changed in any circumstances.

4. COMPLIANCE OF LAWS RELATING TO REMITTANCES

4.1 The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Vendor with such permission, approvals which would enable the Vendor to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

4.2 The Vendor accepts no responsibility in this regard. The Purchaser shall keep the Vendor fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Vendor immediately and comply with necessary formalities if any under the applicable laws. The Vendor shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said Shop/Office/Unit applied for herein in any way and the Vendor shall be issuing the payment receipts in favour of the Purchaser only.

5. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Purchaser authorizes the Vendor to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Vendor may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Vendor to adjust his payments in any manner.

6. TIME IS ESSENCE

Time is of essence for the Vendor as well as the Purchaser. The Vendor shall abide by the time schedule for completing the project and handing over the Shop/Office/Unit to the Purchaser after receiving the Building Use Permission or the completion certificate or both or as per advise of its Solicitors/Advocate (with or without B.U. Permission), 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.

7. POSSESSION OF THE SHOP/OFFICE/UNIT

7.1 The Vendor shall give possession of the Shop/Office/Unit to the Purchaser on or before ____________. If the Vendor fails or neglects to give possession of the Shop/Office/Unit to the Purchaser on account of reasons beyond his control and of his agent by the aforesaid date then the Vendor shall be liable to demand to refund to the Purchaser the amounts already received by him in respect of the Shop/Office/Unit with interest as per rules from the date the Vendor received the sum till the date the amounts and interest thereon is repaid.

Provide that Vendor shall be entitled to reasonable extension of time for giving delivery of Shop/Office/Unit on the aforesaid date, if the completion of building in which the Shop/Office/Unit is to be situated is delayed on account of –

(i) war, flood, drought, fire, cyclone, earthquake or act of God or any other calamity caused by nature affecting the regular development of the real estate project (“ Force Majeure”) ;

(ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

(iii) Delay in obtaining Building Use Permission even Vendor completed construction work due to any rules, notification of the Government

If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchaser agrees that the Vendor shall be entitled to the extension of time for delivery of possession of the Shop/Office/Unit, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser agrees and confirms that, in the event it becomes impossible for the Vendor to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendor shall refund to the Purchaser the entire amount received by the Vendor from the allotment within prescribed time limit as per rules. After refund of the money paid by the Purchaser, Purchaser agrees that he/ she shall not have any rights, claims etc. against the Vendor and that the Vendor shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession - The Vendor, upon obtaining the Building Use Permission from the competent authority shall offer in writing the possession of the Shop/Office/Unit, to the Purchaser in terms of this Agreement to be taken within 3 month (three months from the date of issue of such notice and the Vendor shall give possession of the Shop/Office/Unit to the Purchaser. The Purchaser agree(s) to pay the maintenance charges as determined by the Vendor/association of Purchasers, as the case may be. The Vendor on its behalf shall offer the possession to the Purchaser in writing within 1 (one) month of receiving the Building Use Permission of the Project.

The Purchaser shall take possession of the Shop/Office/Unit within 15 days of the written notice from the Vendor to the Purchaser intimating that the said Shop/Office/Unit are ready for use and occupancy.

7.3 Failure of Purchaser to take Possession of Shop/Office/Unit : Upon receiving a written intimation from the Vendor as per clause **7.2**, the Purchaser shall take possession of the Shop/Office/Unit from the Vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor shall give possession of the Shop/Office/Unit to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause **7.2**, such Purchaser shall continue to be liable to pay maintenance charges as applicable.

7.4 Possession by the Purchaser - After obtaining the Building Use Permission and handing over physical possession of the Shop/Office/Unit to the Purchasers, it shall be the responsibility of the Vendor to hand over the necessary documents and plans, including common areas, to the association of the Purchasers or the competent authority, as the case may be, as per the local laws.

7.5 Cancellation by Purchaser – The Purchaser shall have the right to cancel/withdraw his allotment in the Project as provided in the Act :

Provided that where the Purchaser proposes to cancel/withdraw from the project without any fault of the Vendor, the Vendor herein is entitled to forfeit the 20% of the total price consideration of the said Shop/Office/Unit. The balance amount of money paid by the Purchaser shall be returned by the Vendor to the Purchaser within prescribed time limit as per rule.

8. REPRESENTATIONS AND WARRANTIES OF THE VENDOR

8.1 The Promote has absolute, clear and marketable title with respect to the said Land except those mentioned in the detailed search report on title and same is accepted by the Purchaser ; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

8.2 The Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

8.3 There are no encumbrances upon the said Land or the Project ;

8.4 There are no litigations pending before any Court of law with respect to the said Land, Project or the Shop/Office/Unit except those mentioned in the detailed search report on title ;

8.5 All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Shop/Office/Unit are valid and subsisting and have been obtained by following due process of law. Further, the Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Shop/Office/Unit and common areas;

8.6 The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said

Shop/Office/Unit to the Purchaser in the manner contemplated in this Agreement;

8.7 At the time of execution of the conveyance deed the Vendor shall handover lawful, vacant, peaceful, physical possession of the Shop/Office/Unit to the Purchaser ;

8.8 The Vendor has duly paid all 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 ;

8.9 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 by or served upon the Vendor in respect of the said Land and/or the Project.

9. REPRESENTATION AND WARRANT OF THE PURCHASER ;

9.1 To maintain the Shop/Office/Unit at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Shop/Office/Unit is taken and shall not do or suffer to be done anything in or to the building in which the Shop/Office/Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Shop/Office/Unit is situated and the Shop/Office/Unit itself or any part thereof without the consent of the local authorities, if requires.

9.2 Not to store in the Shop/Office/Unit or the common passages or staircase of the Building 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 Shop/Office/Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Shop/Office/Unit is situated, included entrances of the building in which the Shop/Office/Unit is situated and in case any damages is caused to the building in which the Shop/Office/Unit is situated or the Shop/Office/Unit on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

9.3 To carry out at his own cost all internal repairs to the said Shop/Office/Unit and maintain the Shop/Office/Unit in the same condition, state and order in which it was delivered the building in which the Shop/Office/Unit is situated or the Shop/Office/Unit which may be contrary to the rules and regulation 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.

9.4 Not to demolish or cause to be demolished the Shop/Office/Unit or any part thereof, not at any time make or cause to be made any addition or alteration of whatever nature in or to the Shop/Office/Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Shop/Office/Unit is situated and shall keep the portion, sewers, drains and pipes in the Shop/Office/Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support and shall no chisel or in any other manner cause damage to columns, beams, wall, slabs or RCC, Partition or other structural members in the Shop/Office/Unit without the prior written permission of the Vendor and/or Society or the Limited Company.

9.5 The Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas.

9.6 The Purchasers shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design.

9.7 The Purchaser shall also not remove any wall, including the outer and load bearing wall of the Shop/Office/Unit. The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor and thereafter the association of Purchasers and/or maintenance agency appointed by association of Purchasers. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

9.8 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 Shop/Office/Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

9.9 Not to throw dist, rubbish, rags, garbage or other refuse or permit the same to the thrown from the said Shop/Office/Unit in the compound or any portion of the project land and the building in which the Shop/Office/Unit is situated.

9.10 Pay to the Vendor within fifteen days of demand by the Vendor, his 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 Shop/Office/Unit is situated.

9.11 The Purchaser/s shall not use the said Shop/Office/Unit or permit the same to be used for any purpose which may or is likely to cause nuisance or annoyances to the occupiers of the other premises in the project or to the owners or occupiers of the neighboring properties not for any immoral or illegal purposes.

9.12 The 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 Shop/Office/Unit by the Purchaser for any purpose other than for purpose for which it is sold.

9.13 The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Shop/Office/Unit therein and for the observance and performance of the Building Rules, Regulations and Bye laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Vendor / Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Shop/Office/Unit in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

9.14 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Shop/Office/Unit and building or any part thereof. The Purchaser shall have no claim save and except in respect of the Shop/Office/Unit hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Vendor until the same is transferred as hereinbefore mentioned.

9.15 The Purchaser shall use the Shop/Office/Unit or any part thereof or permit the same to be used only for purpose of residency/commercial as per plan and permission of the AMC in future. otherwise Service Society will be entitled to take the possession of the said Shop/Office/Unit from the Purchaser/s and the Service Society shall have every rights to sell the said Shop/Office/Unit to any other person as it may deems fit and proper.

10. The Purchaser shall be considered under a condition of default, on the occurrence of the following events:

(i) In case the Purchaser fails to make payments for 2 consecutive demands made by the Vendor as per the Payment Plan mentioned hereinabove, despite having been issued notice in that regard the Purchaser shall be liable to pay interest to the Vendor on the unpaid amount at the rate specified in the Rules.

(ii) In case of default by Purchaser under the condition listed above continues for a period beyond 2 consecutive months after notice from the Vendor in this regard or make the said mistake 3 (Three) times during total payment plan the Vendor shall cancel the allotment of the Shop/Office/Unit in favour of the Purchaser and refund the amount money paid to him by the Purchaser by deducting the 20 % of total price and the interest liabilities and this Agreement shall thereupon stand terminated.

11. CONVEYANCE OF THE SAID SHOP/OFFICE/UNIT

11.1 The Vendor, on receipt of complete amount of the Price of the Shop/Office/Unit under the Agreement from the Purchaser, shall execute a conveyance deed and convey the title of the Shop/Office/Unit together with proportionate indivisible share in the Common Areas. However, in case the Purchaser fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Purchaser authorizes the Vendor to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Vendor is made by the Purchaser. The Purchaser shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11.2 On receiving full and final payment and other charges the sale shall be completed in favour of the Purchaser/s only. The Purchaser/s shall not be entitled to sell and/or transfer his/her/their right, title, interest and benefits under letter of Booking and or this Agreement of Sell to any third party without NO OBJECTION CERTIFICATE from Vendor. The Vendor shall be entitled to charge the transfer fee for giving such NO OBJECTION CERTIFICATE (NOC). The Purchaser shall not be entitled for grant of such 'No Objection Certificate' (NOC) unless and until Purchaser pay all sums payable to Vendor.

11.3 All and every kind of costs, charges and expenses regarding stamp duty, registration fees, legal fees and other expenses required to be paid, spent or incurred for legal and proper completion of transaction of making available the Shop/Office/Unit to the Purchaser/s and relating agreement, conveyance, document/s, papers and writings that may be required to be executed and/or registered for the purpose shall be borne by the Purchaser/s.

12. MAINTENANCE OF THE SAID BUILDING / SHOP/OFFICE/UNIT / PROJECT

The Vendor shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Purchaser/s.

13. RIGHT OF PURCHASER TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Purchaser hereby agrees to purchase the Shop/Office/Unit on the specific understanding that is his/her/their right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the service society or maintenance agency appointed or the association of Purchasers (or the maintenance agency appointed by it) and performance by the Purchaser of all his/her/their obligations in respect of the terms and conditions specified by the service society or maintenance agency or the association of Purchaser/s from time to time.

If within a period of five years from the date of handing over the Apartment to the Purchaser, the Purchaser brings to the notice of the Vendor any structural defect in the property or the building in which the property 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 at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Vendor, compensation for such defect in the manner as provided under the Act. Provided that the Vendor shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Vendor or beyond the control of the Vendor.

14. RIGHT TO ENTER THE SHOP/OFFICE/UNIT FOR REPAIRS

The Vendor / service society / maintenance agency /association of Purchaser/s shall have rights of unrestricted access of all Common Areas and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the service society / association of Purchasers and/or maintenance agency to enter into the Shop/Office/Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the “One World West”, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment’s etc. and other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Purchasers formed by the Purchasers for rendering maintenance services.

16. FUTURE FSI AND / OR TDR :

The Vendor hereby declares that the Floor Space Index (FSI) available as on date in respect of the project land is 2742.28 sq.mts. as FREE FSI and vendor avail chargeable FSI 1371.14 sq.mts. as vendor have total FSI being 4113.42 sq.mts. and out of which the Vendor has got sanctioned of 3998.23 sq.mts. FSI for construction of the said project and Vendor has planned to utilize additional Floor Space Index by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulation, which are applicable to the said Project. The Vendor has disclosed the Floor Space Index of 4113.42 sq.mts. as proposed to be utilized by him on the project land in the said project and the Purchaser has agreed to purchase the said Shop/Office/FIT based on the proposed construction and sale of Shop/Office/Unit (alongwith respective right in common areas of the project) of the said project to be carried out by the Vendor by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendor Only.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PURCHASER

The Purchaser is entering into this Agreement for the allotment of a Shop/Office/Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Purchaser hereby undertakes that he/she/they shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Shop/Office/Unit, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Shop/Office/Unit at his/ her/their own cost.

18. VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Vendor executes this Agreement he/she/they shall not mortgage or create a charge on the

Shop/Office/Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such Shop/Office/Unit.

19. SHOP/OFFICE/UNIT OWNERSHIP ACT (OF THE RELEVANT STATE)

The Vendor has assured the Purchasers that the project in its entirety is in accordance with the provisions of The Gujarat Ownership Flat Act, 1973. The Vendor showing compliance of various laws/regulations as applicable in

20. OTHER DIRECT OR INDIRECT TAX

The transaction covered by this agreement at present is not understood to be eligible to tax under some direct or indirect tax laws or similar other laws. If however, by reason of any amendment to the constitution or enactment or amendment of any other law, Central or State, this transaction is held to be liable to tax, either as a whole or in part or any inputs of materials or equipments used or supplied in execution of or in connection with this transaction are eligible to tax, the same shall be borne and payable by the Purchaser/s on demand at any time.

21. ENTIRE AGREEMENT

This Agreement, along with its schedules, 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 Shop/Office/Unit and / or building, as the case may be.

22. RIGHT TO AMEND

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

23. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

24. 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 the proportion which the carpet area of the [Shop/Office/Unit/Plot] bears to the total carpet area of all the [Shop/Office/Units] in the Project.

25. FURTHER ASSURANCES

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

26. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Vendor through its authorized signatory at the Vendor’ s Office, or at some other place, which may be mutually agreed between the Vendor and the Purchaser, after the Agreement is duly executed by the Purchaser and the Vendor 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 Ahmedabad.

27. NOTICES

That all notices to be served on the Purchaser and the Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Vendor by Registered Post at their respective addresses specified below:

Name of Purchaser : As above

Address of Purchaser : As above

Name of Vendor : "SHELADIA INFRA"

Address of Vendor : C-301, Dev Aditya Arcade, Opp. Bagban Party Plot, Thaltej-Shilaj Road, Thaltej, Ahmedabad

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

28. JOINT PURCHASERS

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

29. 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.

30. 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 Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Amdavad in the presence of attesting witness, signing as such on the day first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT immovable property being **Shop/Office No.** _________ admeasuring about ____ sq.mts. (Built-Up- Area) and ______ sq.mts. (Carpet Area) situated on the ________ Floor in a building to be known as **"ONE WORLD METRO"** constructed on the Freehold Non Agricultural Land bearing Survey No. 398/1+2+3B Paiki and as per Preliminary Town Planning Scheme No. 37 (Thaltej) the same is Final Plot No. 70/1/A PAIKI Sub-Plot No.1 admeasuring 2285 sq.mts. of Mouje Thaltej of Ghatlodiya Taluka in the Registration District of Ahmedabad and Sub-District of Ahmedabad-9 (Bopal) and situated at :– _____ ______________________________ and same is bounded as follows :

The said Office is bounded as follows :

On or towards the North : By ______________________

On or towards the South : By ______________________

On or towards the East : By ______________________

On or towards the West : By ______________________

THE SECOND SCHEDULE ABOVE REFERRED TO

(PART-I)

Common Amenities and Facilities in the said Scheme

1. **Decorative Entrance Foyer**
2. **Fully automatic lift**
3. **Two Level basement parking**
4. **Separate wash room**
5. **Common underground water tank**
6. **C.C.T.V. Camera**
7. **Fire Safety**
8. **Drainage System**
9. **Land scap garden**
10. **Electric connection from Torrent Power Ltd.**

PART-II

Specification of the said Unit

Structure	**:**	**RCC Structure designed with earthquake resistant frame.**
Flooring	**:**	**Vitrified tiles in all Shop/Showrooms and Offices. Double height entrance foyer on ground floor with matt finish vitrified flooring. Lift lobbies with vitrified flooring for all the floors. Decorative lift wall cladding. Staircase with stone flooring for all the floors.**
ELECTRIFICATION		**Concealed electrical copper wiring.** **Modular switches** **ISI wires, MCB and ELCB**
WINDOWS	**:**	**Aluminum anodized windows with sliding doors. Marble/stone on window sills.**
PLUMBING	**:**	**Concealed plumbing. Health faucet. Bathroom dado up to 7' height of designer series. Flooring with ceramic tiles. Stone frames for bathrooms. Branded sanitary wares and CP fittings.**

In witness whereof the parties hereto have hereunto set and subscribed their hands in Witness whereof the day and month first hereinabove written.

SIGNED AND DELIVERED BY
THE WITHIN NAMED
VENDOR

SHELADIA INFRA, a partnership firm through its partner Arvindbhai Manubhai Sheladia

In the presence of :

1.

2.

SCHDULE UNDER SECTION 32 OF

THE INDIAN REGISTRATION ACT

VENDOR	**PHOTO**	**LEFT HAND THUMB IMPRESSION**

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SHELADIA INFRA, a partnership firm through its partner _________
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PURCHASER/S

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