AGREEMENT TO SELL
(WITHOUT POSSESSION)

This Agreement made at GANDHINAGAR on __________ day of _____________ in the year 2020, between

THE PARTY OF THE
FIRST PART :
VENDOR/PROMOTER :

RIDDHI INFRA BUILD TECH LLP, a Limited Liability Partnership Firm, having its Office at: 109, First Floor, Haveli Arcade, Above Radhe Sweets, plot No.231, Sector No.11, Gandhinagar - Gujarat through its Administrative Partner _______________________________, Aged about ______ years, Occupation : Business, Residing at : ____________________, (hereinafter referred to as the party of the FIRST PART and/or "VENDOR/PROMOTER" which expression shall include its present and future partners, their heirs, administrators, successors, attorneys, assignees, etc.)

THE PARTY/IES OF THE
SECOND PART :
VENDEE/S/ALLOTTEE/S:

_____________________________, Aged about ____ years, Occupation : ______, Indian Inhabitant and Residing at : ___________________________ (hereinafter referred to as the party/ies of the SECOND PART and/or "VENDEE/S/ALLOTTEE/S" which expression shall include his/her/their heirs, successors, attorneys, assignees, etc.)

WHEREAS the party of the FIRST PART - Promoter is the owner and possessor of the lands bearing (1) Block/Survey No.466 (Old SurveyNo.303/3) admeasuring 895 Sq.Mtrs. which comprised in Draft Town Planning Scheme No.3 (Kudasan-Koba) and allotted Final Plot No.37 admeasuring 582 Sq.Mtrs. and (2) Block/Survey No.525+526+527 admeasuring 6175 Sq.Mtrs. which comprised in Draft Town Planning Scheme No.3 (Kudasan-Koba) and allotted Final Plot Nos. 87/1 and 87/2 paiki Final Plot N.87/2 admeasuring 975 Sq.Mtrs. total admeasuring 1557 Sq.Mtrs. N.A. Land and Commercial Building being constructed thereon known as "YASH EMPIRE" Situated at Village : Kudasan, Taluka : Gandhinagar in The Registration Sub-District and District of Gandhinagar – Gujarat.

AND WHEREAS, the party of the FIRST PART - Promoter was purchased the said land bearing Block/Survey No.466 (Old SurveyNo.303/3) admeasuring 895 Sq.Mtrs. which comprised in Draft Town Planning Scheme No.3 (Kudasan-Koba) and allotted Final Plot No.37 admeasuring 582 Sq.Mtrs. N.A. Land for Commercial Purpose from PRATHNA DEVELOPERS, A Partnership Firm vide Registered Sale Deed No.343 dated 04/01/2020.

AND WHEREAS, the party of the FIRST PART - Promoter was purchased the said land bearing Block/Survey No.525+526+527 admeasuring 6175 Sq.Mtrs. which comprised in Draft Town Planning Scheme No.3 (Kudasan-Koba) and allotted Final Plot Nos. 87/1 and 87/2 paiki Final Plot N.87/2 admeasuring 975 Sq.Mtrs. N.A. Land for Commercial Purpose from PRATHNA DEVELOPERS, A Partnership Firm vide Registered Sale Deed No.344 dated 04/01/2020.

AND WHEREAS, Earlier Non Agricultural Use Permission for Block/Survey No.466, Final Plot No.37 was obtained from The Office of The Collector, Gandhinagar vide N.A. Permission No.CB/Land/N.A./S.R.64/Vashi.16425 to 16438/2015 dated 10/07/2015.

AND WHEREAS, Earlier Revised Non Agricultural Use Permission for Block/Survey No.525, 526 and 527, Final Plot No.87 was obtained from The Office of The District Collector, Gandhinagar vide Revised N.A. Permission No. CB/ Land / N.A./Revised/N.A./Vashi.1328 to 1342/2015 dated 21/01/2016.

AND WHEREAS, Development Permission was obtained from The Junior Town Planner, Gandhinagar Urban Development Authority, Gandhinagar vide Development Permission No. PRM/Kudasan/251/10/2019/792/2020, Use - Commercial dated 06/02/2020.

The said property is more particularly described in the Schedule hereunder written (hereinafter referred to as "the project").

AND WHEREAS the Party of the First Part – Vendor (Promoter) is entitled and enjoined upon to construct buildings on the project land;

AND WHEREAS the Party of the First Part – Vendor (Promoter) is in possession of the project land

AND WHEREAS The Party of the First Part – Vendor (Promoter) has proposed to construct total 67 commercial units (Ground Floor to Seventh Floor) with 02 Parking i.e. Basement – 1 and Basement -2 and Stair Cabin and Overhead Tank on the said project land as per the present approved Development Plan by The Junior Town Planner, Gandhinagar Urban Development Authority, Gandhinagar..

AND WHEREAS the Party of the Second Part is offered an Shop/Office No. _____ on _______ Floor as per approved plan by GUDA, (herein after referred to as the said "Shop/Office") in the "______" Block of the Building called "YASH EMPIRE" which is more particularly described in Schedule (herein after referred to as the said "Building") constructed by the Party of the First Part – Vendor (Promoter),

AND WHEREAS the Party of the First Part – Vendor (Promoter) has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at GANDHINAGAR Vide No. . . . . on . . . . (authenticated copy is given to the party of the Second Part (allottee).

AND WHEREAS by virtue of the Sale Deed (being owner of Project Land) the Party of the First Part – Vendor (Promoter) has sole and exclusive right to sell the Shop/Office in the said building/s constructed by the Party of the First Part – Vendor (Promoter) on the project land and to enter into Agreement/s with the Party of the Second Part of the Shop/Office to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Party of the Second Part, the Party of the First Part – Vendor (Promoter) has given inspection to the Party of the Second Part - Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Party of the First Part – Vendor (Promoter)'s Architects 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 Part of the Second Part - The party of the Second Part - Allottee if satisfied in respect of the same;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Party of the First Part – Vendor (Promoter), authenticated copies of

Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Party of the First Part – Vendor (Promoter) to the project land on which the Shop/Offices are constructed or are to be constructed have also been inspected by the Party of the Second Part - Allottee and is satisfied in respect of the same.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority has been inspected by the Party of the Second Part - Allottee.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Party of the First Part – Vendor (Promoter) and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project has also been inspected by the Party of the Second Part - Allottee, AND WHEREAS the authenticated copies of the plans and specifications of the Shop/Office agreed to be purchased by the Party of the Second Part - Allottee has been annexed.

AND WHEREAS the Party of the First Part – Vendor (Promoter) 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 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 Party of the First Part – Vendor (Promoter) 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 Party of the First Part – Vendor (Promoter) has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the carpet area of the said Shop/Office is _______ Sq.Mtrs. and “carpet area” means the net usable floor area of an Shop/office, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the Shop/office.

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

AND WHEREAS, prior to the execution of these presents the Party of the Second Part - Allottee has paid to the Party of the First Part – Vendor (Promoter) a sum of Rs.___________/- (Rupees ___________________ only) being part payment of the sale consideration of Rs.__________________/- (Rupees _______________________ only) of the Shop/Office agreed to be sold by the Party of the First Part – Vendor (Promoter) to the Party of The Second Part - Allottee as advance payment or Application Fee (The payment and receipt whereof the Party of the First Part – Vendor (Promoter) both hereby admit and acknowledge) and the Party of the Second Part - Allottee has agreed to pay to the Party of the First Part – Vendor (Promoter) the balance of the sale consideration in the manner hereinafter appearing as follows:-

Rs.____________/-	Rupees __________ only paid by Cheque/D.D. No._________ dated _______ drawn on ___________ Bank.
Rs.____________/-	Rupees __________ only paid by Cheque/D.D. No._________ dated _______ drawn on ___________ Bank.
Rs.____________/-	Rupees __________ only paid by Cheque/D.D. No._________ dated _______ drawn on ___________ Bank.

Total Rs._____________/-	Rupees __________________ only.
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AND WHEREAS, under section 13 of the said Act the Party of the First Part – Vendor (Promoter) is required to execute a written Agreement for sale of said Shop/Office with the Party of the Second Part - Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Party of the First Part – Vendor (Promoter) hereby agrees to sell and the Party of the Second Part - Allottee hereby agrees to purchase the Shop/Office.

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

The Party of the First Part – Vendor (Promoter) has proposed to construct total 67 commercial units (Ground Floor to Seventh Floor) with 02 Parking i.e. Basement – 1 and Basement -2 and

Stair Cabin and Overhead Tank on the said project land. The project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Party of the First Part – Vendor (Promoter) shall have to obtain prior consent in writing of the Party of the Second Part - Allottee in respect of variations or modifications which may adversely affect the Shop/Office of the Party of the Second Part - Allottee except any alteration or addition required by any Government authorities or due to change in law.

(1-a) (1) The Party of the Second Part - Allottee hereby agrees to purchase from the Party of the First Part – Vendor (Promoter) Shop/Office No. _____ of the Commercial Type having Carpet Area of _______ Sq.Mtrs. On Ground Floor as per approved plan by GUDA in the building known as “YASH EMPIRE” (hereinafter referred to as "the Shop/Office") for the consideration of Rs.___________/- including proportionate price of the undivided land alongwith common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities.

(2) The party of the Second Part - Allottee hereby agrees to purchase from the Party of the First Part – Vendor (Promoter) balcony/verandha 1 having area admeasuring -------- Sq.Fts. forming part of the Shop/office for the consideration of Rs.--------/- (not applicable as the said property is commercial)

(3) The party of the Second Part - Allottee hereby agrees to purchase from the Party of the First Part – Vendor (Promoter) wash area balcony having area admeasuring -----Sq.Fts. forming

part of the Shop/office for the consideration of Rs.--------/- (not applicable as the said property is commercial)

(4) Common Terrace of the said building is for common use of all unit holder of the said scheme. However, the party of the FIRST PART – VENDOR (PROMOTER) has not received any charge for common terrace from the party of the SECOND PART.

(5) Parking of the said building is common parking for all unit holders of the said scheme and their customer.

(1-b) The total aggregate consideration amount for the Shop/office mentioned herein above from clause 1 a (1) to (5) is thus Rs.______________/-

(1- c) The Party of the Second Part - Allottee has paid on or before execution of this agreement a sum of Rs.___________/- (Rupees ______________ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the Party of the First Part – Vendor (Promoter) the balance amount of Rs.________________/- (Rupees ____________only) in the following manner :-

PAYMENT PLAN

Sr. No.	Stage	Percentage of Total value
1.	paid on or before execution of this agreement	10 %
2.	To be paid to the promoter Within 1 month after the execution of Agreement	Not exceeding 30% of the total consideration

3.	To be paid to the promoter on completion of Plinth of the building or wing in which the said apartment is located	Not exceeding 45% of the total consideration
4.	To be paid to the promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.	Not exceeding 70% of the total consideration
5.	To be paid to the promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.	Not exceeding 75% of the total consideration
6.	To be paid to the promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Apartment.	Not exceeding 80% of the total consideration
7.	To be paid to the promoter on completion of the external plumbing and external plaster, levation, terraces with waterproofing, of the building or wing in which the said Apartment is located.	Not exceeding 85% of the total consideration
8.	To be paid to the promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the	Not exceeding 95% of the total consideration

	Agreement of sale of the building or wing in which the said Apartment is located.	
9.	Balance Amount against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.	5 %
	TOTAL	•

Note : The party of the FIRST PART deducted TDS on Sale Consideration @1% as per the provisions of the Income Tax Act.

(1-d) The total price as stated above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax and Cess or any other similar taxes or GST which may be levied, in connection with the construction of and carrying out the Project payable by the Party of the First Part – Vendor (Promoter)) up to the date of handing over the possession of the Shop/Office, which shall be separately payable by the Party of the Second Part - Allottee in the manner as may be decided by the Party of the First Part – Vendor (Promoter).

(1-e) The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Party of the First Part – Vendor (Promoter) undertakes and agrees that while raising a demand on the Party of the Second Part - Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the

Party of the First Part – Vendor (Promoter) shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the party of the Second Part - Allottee, which shall only be applicable on subsequent payments.

(1-f) The Party of the First Part – Vendor (Promoter) may allow, in its sole discretion, a rebate for early payments of equal installments payable by The party of the Second Part - Allottee by discounting such early payments annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to The party of the Second Part - Allottee by the Party of the First Part – Vendor (Promoter).

(1-g) The Party of the First Part – Vendor (Promoter) shall confirm the final carpet area that has been allotted to The party of the Second Part - Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3%. The total price payable for the carpet area shall be recalculated upon confirmation by the Party of the First Part – Vendor (Promoter). If there is any reduction in the carpet area within the defined limit then the Party of the First Part – Vendor (Promoter) shall refund the excess money paid by The party of the Second Part - Allottee within forty-five (45) days with annual interest at the rate of MCLR + 2%, from the date when such an excess amount was paid by the party of the Second Part - Allottee. If there is any increase in the carpet area allotted to The party of the Second Part - Allottee, the Party of the First Part – Vendor (Promoter) shall demand additional amount from The party of the Second Part -

Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

(1-h) The party of the Second Part - Allottee authorizes the Party of the First Part – Vendor (Promoter) to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Party of the First Part – Vendor (Promoter) may in its sole discretion deem fit and The party of the Second Part - Allottee undertakes not to object/demand/direct the Party of the First Part – Vendor (Promoter) to adjust his/her/their payments in any manner.

2. The Party of the First Part – Vendor (Promoter) hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Shop/Office to The party of the Second Part - Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Shop/Office.

3. Time is essence for the Party of the First Part – Vendor (Promoter) as well as The party of the Second Part - Allottee. The Party of the First Part – Vendor (Promoter) shall abide by the time schedule for completing the project and handing over the Shop/Office to The party of the Second Part - Allottee and the common areas to the association of the party of the Second Part - Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, The party of the Second Part - Allottee shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Party of the First Part – Vendor (Promoter) as provided in clause 1 (c) herein above. ("Payment Plan").

If the party of the SECOND PART make/s default for non-payment of the balance consideration for the maximum 2 installments, then the party of the First Part shall revoke this deal and it shall forfeit 10% amount of the total Sale Price of the property and party of the First Part shall also charge interest @ MCLR + 2% P.A. for delayed and defaulted payment by made/ to be made by the party/ies of the Second Part.

Further, the party of the FIRST PART shall at a liberty to sell the said property to any other party/ies. The party/ies of the SECOND PART in such event shall be entitled to obtain this amount only after the said unit is sold to any other party and said amount is received from such party by the party of the FIRST PART.

4. The Vendor hereby declares that the Floor Space Index available as on date in respect of the project land is 6818.40 Sq.Mtrs. only and obtained chargeable FSI @ 1696.52 Sq.Mtrs. as vendor utilize Floor Space Index of 8514.92 Sq.Mtrs., while remaining FSI will be used at their convenience 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 Regulations, which are applicable to the said Project. The Vendor has disclosed the Floor Space Index of 8514.92 Sq.Mtrs. as proposed to be utilized by him on the project land in the said Project and purchaser/s has/have agreed to purchase the said property based on the proposed construction and sale of apartments to be carried out by the Vendor by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendor only.

4.1 If the Party of the First Part – Vendor (Promoter) fails to abide by the time schedule for completing the project and handing over the Shop/Office to The party of the Second Part - Allottee, the Party of the First Part – Vendor (Promoter) agrees to pay to The party of the Second Part - Allottee, who does not intend to withdraw from the project, interest at the rate of MCLR + 2% per annum, on all the amounts paid by The party of the Second Part - Allottee, for every month of delay, till the handing over of the possession. The party of the Second Part - Allottee agrees to pay to the Party of the First Part – Vendor (Promoter), interest at the rate of MCLR + 2% per annum, on all the delayed payment which become due and payable by The party of the Second Part - Allottee to the Party of the First Part – Vendor (Promoter) under the terms of this Agreement from the date the said amount is payable by the party of the Second Part - Allottee(s) to the Party of the First Part – Vendor (Promoter).

4.2 Without prejudice to the right of the Party of the First Part – Vendor (Promoter) to charge interest in terms of sub clause 4.1 above, on The party of the Second Part - Allottee committing default in payment on due date of any amount due and payable by The party of the Second Part - Allottee to the Party of the First Part – Vendor (Promoter) under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the party of the Second Part - Allottee committing two (02) defaults of payment of installments, the Party of the First Part – Vendor (Promoter) shall at its own option, may terminate this Agreement:

Provided that, the Party of the First Part – Vendor (Promoter) shall give notice of fifteen (15) days in writing to The party of the Second Part - Allottee, by Registered Post A.D at the address provided by the party/ies of the Second

Part - Allottee and mail at the e-mail address provided by The party/ies of the Second Part - Allottee, of it/his/their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If The party/ies of the Second Part - Allottee fails to rectify the breach or breaches mentioned by the Party of the First Part – Vendor (Promoter) within the period of notice then at the end of such notice period, the Party of the First Part – Vendor (Promoter) shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Party of the First Part – Vendor (Promoter) shall refund to The party/ies of the Second Part - Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Party of the First Part – Vendor (Promoter)) within a period of thirty (30) days of the termination, the installments of sale consideration of the Shop/Office which may till then have been paid by The party/ies of the Second Part - Allottee to the Party of the First Part – Vendor (Promoter).

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with brand, or price range to be provided by the Party of the First Part – Vendor (Promoter) at his/her/its option in the said building and the Shop/Office as are set out in Annexure 'C', annexed hereto. Further, the party/ies of the SECOND PART hereby agreed that, interior furniture shown in the unit plan is not a part of the scheme it is only for reference.

6. The Party of the First Part – Vendor (Promoter) shall give possession of the Shop/Office to The party/ies of the Second Part - Allottee on or before 31-03-20242. If the Party of the First Part – Vendor (Promoter) fails or neglects to give possession of the Shop/Office to The party/ies of the Second Part - Allottee on

account of reasons beyond his/its control and of his/its agents by the aforesaid date then the Party of the First Part – Vendor (Promoter) shall be liable on demand to refund to The party/ies of the Second Part - Allottee the amounts already received by him/it in respect of the Shop/Office with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Party of the First Part – Vendor (Promoter) received the sum till the date the amounts and interest thereon is repaid.

Provided that the Party of the First Part – Vendor (Promoter) shall be entitled to reasonable extension of time for giving delivery of Shop/Office on the aforesaid date, if the completion of building in which the Shop/Office is to be situated is delayed on account of -

1. 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") ;
2. Any notice, order, rule, notification of the Government and/or other public or competent authority/court.
3. 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/s agree/s that the Vendor shall be entitled to the extension of time for delivery of possession of the Said property, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser/s agree/s and confirm/s 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/s 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/s, Purchaser/s agree/s that he/ she/they 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 <u>Procedure for taking possession</u> - The Party of the First Part - Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by The party of the Second Part - Allottee as per the agreement shall offer in writing the possession of the Shop/Office, to The party of the Second Part - Allottee in terms of this Agreement to be taken within 3 (Three Months) from the date of issue of such notice and the Promoter shall give possession of the Shop/Office to The party of the Second Part - Allottee. The Party of the First Part - Promoter agrees and undertakes to indemnify The party of the Second Part - Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Party of the First Part - Promoter. The party/ies of the Second Part - Allottee agree(s) to pay the maintenance charges per month + GST as determined by the Party of the First Part - Promoter or association of the party/ies of the Second Part - Allottees, as the case may be. The party/ies of the Second Part - Allottee has paid as interest free maintenance Deposit to secure rendering break free maintenance services by the Party of the First Part - promoter or association of the Allottes by Cheque. The Party of the First Part - Promoter on its behalf shall offer the possession to The party/ies of the Second Part - Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

Default by the purchaser/ in payment of maintenance charges/outgoing and taxes shall be default under this agreement and entail the vendor to enforce default remedies as provided herein on seek the remedies under this Act or under any other Law.

8. The party/ies of the Second Part - Allottee shall take possession of the Shop/Office within 15 days of the written notice from the Party of the First Part - promoter to The party/ies of the Second

Part - Allottee intimating that the said Shop/Office is/are ready for use and occupancy:

9. <u>Failure of The party/ies of the Second Part</u> - Allottee to take Possession of Shop/Office Upon receiving a written intimation from the Promoter as per clause 7, The party/ies of the Second Part - Allottee shall take possession of the Shop/Office from the Party of the First Part - Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Party of the First Part - Promoter shall give possession of the Shop/Office to the party/ies of the Second Part - Allottee. In case The party/ies of the Second Part - Allottee fails to take possession within the time provided in clause 7 such The party/ies of the Second Part - Allottee shall continue to be liable to pay maintenance charges as applicable.

10. If within a period of 5 (Five) years from the date of handing over the Shop/Office to The party/ies of the Second Part - Allottee, brings to the notice of Party of the First Part - Promoter any structural defect in the Shop/Office or the building in which the Shop/Office is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Party of the First Part - Promoter at it/his/their own cost and in case it is not possible to rectify such defects, then the party/ies of the Second Part - Allottee shall be entitled to receive from the Party of the First Part - Promoter, compensation for such defect in the manner as provided under the Act.

    Provided that the Party of the First Part - Promoter 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 Party of the First Part - Promoter or beyond the control of the Party of the First Part - Promoter.

11. The party/ies of the Second Part - Allottee shall use the Shop/Office or any part thereof or permit the same to be used only for purpose of Commercial. He/She/They shall use the

parking space only for purpose of keeping or parking vehicle. However, common terraces of the said scheme shall be for common use of Shop/Office holder/s but the ownership right of the said terraces shall be of the proposed association/Service Society of the said scheme only. The party of the First Part shall not erect construction on the said terraces after obtaining Building Use Permission.

12. The party/ies of the Second Part - Allottee along with other the party of the Second Part - Allottee(s)s of Shop/Office 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 Party of the First Part - Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Party of the First Part - Promoter within seven days of the same being forwarded by the Party of the First Part - Promoter to the party/ies of the Second Part - Allottee, so as to enable the Party of the First Part - Promoter to register the common organization of The party/ies of the Second Part - Allottee. No objection shall be taken by the party/ies of the Second Part - Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

Further, when the party of the First Part and its unit holders form an Association, the party/ies of the SECOND PART shall become member/s of the same compulsorily and the party/ies of the SECOND PART or his/her/its/their successors/nominee shall have to follow all rules, terms and conditions which may be framed by the said Society / Association / Company relating to the said scheme or part thereof.

13. Within 15 days after notice in writing is given by the Party of the First Part - Promoter to the party/ies of the Second Part - Allottee that the Shop/Office is ready for use and occupancy, the party/ies of the Second Part - Allottee shall be liable to bear and pay the proportionate share of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed, the party of the Second Part - Allottee shall pay to the Party of the First Part - Promoter such proportionate share of outgoings as may be determined. The party of the Second Part - Allottee further agrees that till the party/ies of the Second Part - Allottee's share is so determined, the party/ies of the Second Part - Allottee shall pay to the Party of the First Part - Promoter provisional monthly contribution towards the outgoings as per decided by the association. The party/ies of the Second Part - Allottee shall pay monthly maintenance contribution to the Party of the First Part - Promoter at the time of the possession of the Shop/Office being advance monthly maintenance contribution and Torrent Power, GMC/GUDA charges or all other charges imposed by the government Semi Government authority/ Body/Corporation/ Company etc.. The amounts so paid by the party/ies of the Second Part - Allottee to the Party of the First Part - Promoter shall not carry any interest and remain with the Party of the First Part - Promoter until the same is transferred to the society or the association or the limited company as aforesaid.

14. Over and above the amounts mentioned in the agreement to be paid by the party/ies of the Second Part - Allottee, the party/ies of the Second Part - Allottee shall on or before delivery of

possession of the said premises shall pay to the Party of the First Part - Promoter such proportionate share of the outgoings Torrent Power, GMC/GUDA charges, Electricity Meter Deposit, Water Meter Deposit, Meter Cost, Installation Charges or all other charges imposed by the Government Semi Government authority/ Body/Corporation/ Company etc. as may be determined by the Party of the First Part - Promoter and which are not covered in any other provisions of this agreement.

15. The party/ies of the Second Part - Allottee shall pay to the Party of the First Part - Promoter for meeting of all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Party of the First Part - Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

16. At the time of registration of conveyance of the structure of the building or wing of the building, the party/ies of the Second Part - Allottee shall pay to the Party of the First Part - Promoter, the party/ies of the Second Part - Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the party/ies of the Second Part - Allottee shall pay to the Party of the First Part - Promoter, the party/ies of the Second Part - Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

17. <u>REPRESENTATIONS AND WARRANTIES OF THE PROMOTER</u>

The Party of the First Part - Promoter hereby represents and warrants to the party of the Second Part - Allottee as follows:

i. The Party of the First Part - Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Party of the First Part - Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land;

iv. There are no litigations pending before any Court of law with respect to the project land or Project.

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Party of the First Part - Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The Party of the First Part - Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the party of the Second Part - Allottee created herein, may prejudicially be affected;

vii. The Party of the First Part - Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Shop/Office which will, in any manner, affect the rights of The party of the Second Part - Allottee under this Agreement;

viii. The Party of the First Part - Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Shop/Office to the party of the Second Part - Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of the party of the Second Part - Allottees the Party of the First Part - Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the party of the Second Part - Allottees;

x. The Party of the First Part - Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Party of the First Part - Promoter in respect of the project land and/or the Project except those disclosed in the title report.

18. The partyies of the Second Part - Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Shop/Office may come, hereby

covenants with the Party of the First Part - Promoter as follows :-

i. To maintain the Shop/Office at the party/ies of the Second Part - Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Shop/Office is taken and shall not do or suffer to be done anything in or to the building in which the Shop/Office 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 is situated and the Shop/Office itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Shop/Office 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 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 is situated, including entrances of the building in which the Shop/Office is situated and in case any damage is caused to the building in which the Shop/Office is situated or the Shop/Office on account of negligence or default of the party of the Second Part - Allottee in this behalf, the party of the Second Part - Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Shop/Office and maintain the Shop/Office in the same condition, state and order in which it was delivered by the Party of the First Part - Promoter to the party of the Second Part - Allottee and shall not do or suffer to be done anything in or to the building in which the Shop/Office is situated or the Shop/Office which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the party of the Second Part - Allottee committing any act in contravention of the above provision, the party of the Second Part - Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Shop/Office or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Shop/Office or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Shop/Office is situated and shall keep the portion, sewers, drains and pipes in the Shop/Office and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Shop/Office is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Shop/Office without the prior written permission of the Party of the First Part - Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Shop/Office is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said

Shop/Office in the compound or any portion of the project land and the building in which the Shop/Office is situated.

vii. Pay to the Party of the First Part - Promoter within fifteen days of demand by the Party of the First Part - Promoter, his/her/their 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 is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Shop/Office by the party of the Second Part - Allottee for any purposes other than for purpose for which it is sold.

ix. The party of the Second Part - Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Shop/Office until all the dues payable by the party of the Second Part - Allottee to the Party of the First Part - Promoter under this Agreement are fully paid up.

x. The party of the Second Part - Allottee 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/Offices 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 party of the

Second Part - Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/ Federation regarding the occupancy and use of the Shop/Office in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. The party of the Second Part - Allottee shall permit the Party of the First Part - Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. The party of the SECOND PART (Allotee) hereby acknowledges that even after the Society / Association/Company has been formed with respect to the said project, the party of the FIRST PART shall be entitled to sell as in any other manner transfer the un-sold Shop/Office/s in said project to any third party/ies on such terms and conditions as it may deem fit and such purchaser/transferee of un-sold Shop/Office/s shall be entitled to become member of the Society / Association/Company and use all common areas and facilities in the project at par with other unit purchaser / occupiers.

19. The Party of the First Part - Promoter shall maintain a separate account in respect of sums received by the Party of the First Part - Promoter from the party/ies of the Second Part - Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

20. 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/Offices or of the said Plot and Building or any part thereof. The party/ies of the Second Part - Allottee shall have no claim save and except in respect of the Shop/Office 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 Party of the First Part - Promoter until the same is transferred as hereinbefore mentioned.

21. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Party of the First Part - Promoter executes this Agreement he/she/it shall not mortgage or create a charge on the Shop/Office 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 party of the Second Part - Allottee who has taken or agreed to take such Shop/Office.

22. BINDING EFFECT

Forwarding this Agreement to the party/ies of the Second Part - Allottee by the Party of the First Part - Promoter does not create a binding obligation on the part of the Party of the First Part - Promoter or the party/ies of the Second Part - Allottee until, firstly, the party/ies of the Second Part - Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (Thirty) days from the date of receipt by the party of the Second Part - Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Party of the First Part - Promoter. If the party of the Second Part - Allottee(s) fails to execute and deliver to the Party of the First Part - Promoter this Agreement within 30 (Thirty) days from the date of its receipt by the party/ies of the

Second Part - Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Party of the First Part - Promoter, then the Promoter shall serve a notice to the party/ies of the Second Part - Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the party/ies of the Second Part - Allottee, application of the party/ies of the Second Part - Allottee shall be treated as cancelled and all sums deposited by the party/ies of the Second Part - Allottee in connection therewith including the booking amount shall be returned to the party of the Second Part - Allottee without any interest or compensation whatsoever.

19. <u>ENTIRE AGREEMENT</u>

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 property and / or building, as the case may be.

20. <u>RIGHT TO AMEND</u>

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

21. <u>PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/ SUBSEQUENT ALLOTTEES</u>

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

22. <u>SEVERABILITY</u>

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

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

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

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter’s Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-

Registrar. Hence this Agreement shall be deemed to have been executed at Gandhinagar.

26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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

Riddhi Infra Build Tech LLP, 109, First Floor, Haveli Arcade, Above Radhe Sweets, Plot No.231, Sector No.11, Gandhinagar – Gujarat.
Email ID: riddhiinfra37@gmail.com

Name of Purchaser : As above
Address of Purchaser : As above

It shall be the duty of the Allottee and the promoter 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 promoter or the Allottee, as the case may be.

28. <u>JOINT ALLOTTEES</u>

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee 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 Allottees.

29. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

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

31. GOVERNING LAW

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

Schedule-A

Description of the property / Apartment/Shop/Office/s

All that piece and parcel of the property situated at Village : Kudasan, Taluka - Gandhinagar in The Registration Sub-District and District of Gandhinagar - GUJARAT bearing Shop/Office No. _______ on _________ Floor as per approved plan by GUDA having Carpet Area of ______ Sq. Mtrs. (Built Up Area of _____ Sq.Mtrs.) and _______ Sq.Mtrs. proportionate undivided ownership right in the land of the scheme alongwith common road, common plot and common facilities of the scheme known as “YASH EMPIRE” being constructed on (1) Block/Survey No.466 (Old SurveyNo.303/3) admeasuring 895 Sq.Mtrs. which comprised in Draft Town Planning Scheme No.3 (Kudasan-Koba) and allotted Final Plot No.37 admeasuring 582 Sq.Mtrs. and (2) Block/Survey No.525+526+527 admeasuring 6175 Sq.Mtrs. which comprised in Draft Town Planning Scheme No.3 (Kudasan-Koba) and allotted Final Plot Nos. 87/1 and 87/2 paiki Final Plot N.87/2 admeasuring 975 Sq.Mtrs. total admeasuring 1557 Sq.Mtrs. N.A. Land or thereabouts and bounded as follows :-

Boundaries:

EAST :

WEST :

NORTH :

SOUTH :

Schedule-B

Unit Floor Plan (separately given to the party/ies of the Second Part/allottee)

Annexure-A

a. Copy of Approved Plan (separately given to the party/ies of the Second Part/allottee)
b. Copy of Development Permission (separately given to the party/ies of the Second Part/allottee)

Annexure-B

(Specification and amenities of the apartment)

Mention in Brochure which is given to the prty/ies of the Second Part.

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

SIGNED AND DELIVERED
BY THE WITHIN NAMED

THE PARTY OF THE
FIRST PART :
VENDOR/PROMOTER :

RIDDHI INFRA BUILD TECH
LLP, a Limited Liability
Partnership Firm, through its
Administrative Partner,

____

WITNESSES

1. ______________
2. ______________

:Schedule Under Section 32 (A) of The Registration Act.:

Name & Signature	Photograph	Thumb Impression
<u>VENDOR/ PROMOTER</u> :		
RIDDHI INFRA BUILD TECH LLP, a Limited Liability Partnership Firm, through its Administrative Partner,		
<u>VENDEE/S/ ALLOTTEE/S</u>		