

REMARKS :-

THIS DRAFT IS A MODEL DRAFT AND SUBJECT TO CHANGE AS THE CASE MAY BE.

Agreement for Sale

This Agreement for Sale of Unit No..... admeasuring aboutSq. Mtrs. i. e. Sq. Yards of carpet area as per THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT,2016 i.e.Sq. Mtrs. i. e. Sq. Yards of built up area as per approved plan constructed onFloor (Detailed Description of the Property / unit/ unit is described in the Schedule "A" hereunder) of the scheme / Project known as "BUSINESS PARK" which is under construction in the land bearing Final Plot no. 75 admeasuring about 3820 sq. mtrs. of Town Planning Scheme No. 18 (Kudasan-Randesan-Raysan) and Final Plot no. 152 admesuring about 586 sq.mtrs of Town Planning Scheme No. 2 (Koba-Kudasan) total admesuring about 4406 allotted in lieu of Block No. 128 (old survey no.80) admeasuring 6779 Sq. Mtrs. of Village

Rayson, To Garadnagar in the Registration District and Sub-District of Garadnagar
in the state of Gujarat

PROPOSED VENDOR - FIRST PART :-

SANVIRA REALTY,

PAH :- _____

A Partnership Firm

Having its Office at - 109, 1st Floor,

Hansa Arcade Plot no. 231,

Sector 11, Garadnagar 382011

Hereinafter called "THE VENDOR OR THE PROPOSED VENDOR" or "THE
VENDOR" which expression shall unless it be repugnant to the context or meaning thereof be deemed to
include his/her/their respective heirs, legal representatives, partners, administrative,
executors, successors and assigns of the FIRST PART or THE PARTY or THE FIRST
PART or FIRST PARTY.

PROPOSED PURCHASER - SECOND PART :-

Hereinafter called "THE PURCHASER OR THE PROPOSED PURCHASER" which
expression shall unless it be repugnant to the context or meaning thereof be deemed to
include his/her/their respective heirs, legal representatives, partners, administrative,
executors, successors and assigns of the SECOND PART or THE PARTY or THE
SECOND PART

WHEREAS

(1) The Vendor is the sole and absolute owner and well and sufficiently entitled to
and seized and possessed of all that piece and parcel of non agricultural land bearing
Final Plot no. 75 administering about 3820 sq. mtrs. of Town Planning Scheme No. 4B
(Kudasan Handasan Rayson) and Final Plot no. 152 administering about 585 sq. mtrs. of
Town Planning Scheme No. 2 (Kaka Kudasan) total administering about 4405 situated in

lieu of Block No. 128 (old survey no.80) admeasuring 6779 Sq. Mtrs. of Village Rayshan, Ta. Gandhinagar in the Registration District and Sub-District of Gandhinagar in the state of Gujarat (for sake of convenience hereinafter referred to as "the land" or "the said land"), was owned and possess by and they sold and conveyed the said land to the party of the first part of this present agreement i.e M/s. **SANVIRA REALTY** by registered sale deed, under Serial No.5074 dated 21-04-2016 (hereinafter referred to as "THE LAND" or "THE PROJECT LAND" or "THE SCHEME LAND"

(2) The party of the second part i.e. proposed buyer intended to purchase i.e. buy the Unit No..... admeasuring aboutSq. Mtrs. i.e. Sq. Yards of carpet area as per THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT,2016 i.e.Sq. Mtrs. i.e. Sq. Yards of built up area as per approved plan constructed onFloor (Detailed Description of the Property / unit/ unit is described in the Schedule "A" hereunder) of the scheme / Project known as "BUSINESS PARK" (Detailed Description of the Property / unit/ unit is described in the Schedule "A" hereunder)

(3) (B) RECITAL OF THE PROJECT LAND :

Brief history of the said project land bearing Final Plot no. 75, of Town Planning Scheme No. 18 (Kudasan-Randesan-Raysan) and Final Plot no. 152, of Town Planning Scheme No. 2 (Koba-Kudasan) allotted in lieu of Block No. 128 (old survey no.80).

- 1) That the said Project Land, originally belonged on / or before 1938 to one Vaherilal Becharbhai Patel
- 2) That then thereafter, the said Vaherilal Becharbhai Patel expired on intestate i. e. without making any Will and his real brother named Revabhai alis Revandas Becharbhai Patel was entered into Revenue Record via mutation Entry No. 773 dated 14th November 1938 and the same was certified on 22nd February 1939.
- 3) That then thereafter, in the meantime, the said Revabhai alias Revandas Becharbhai Patel expired intestate i. e. without making any Will on 30th November 1938 leaving behind him the next of kin as per Hindu Law, under which he governs (1) Minor – Sitaben and (2) Minor – Santokben. The said Entry was muted on the basis of representation and reply made by Bai Ganga, as mother of said minor daughters Sitaben and Santokben vide mutation Entry No:

- 775 dated 25-12-1938 and same was certified by the concerned Officer on 25-09-1938
- 4) That then thereafter, the said land was sold and conveyed by Gangadhar, widow of Revabhai alias Revantdas Bhojardas Patil, as a natural guardian of minor Sitaben and minor Santoshin to Kacharabhai Lalchha Patil at a cash consideration of Rs. 99/- vide Registered Sale Deed dated 15-12-1938 vide mutation Entry No. 778 dated 15-12-1938 and the said entry was certified.
 - 5) That then thereafter, U/s 3, Sub Section (A) of Tenancy Act read with TALLUK HUKAM No. T. W. C. dated 27th November 1947 the name of Chhaganbhai Zaverbhai was entered as a secured tenant vide Entry No. 883 dated 15-11-1948 and the same was certified.
 - 6) That then thereafter, the said land was declared as TALUKDA under Provisions read with Fragmentation & Consolidation of Abolition Act, 1947 vide Entry No. 928 dated 25-10-1951 and the same was certified on 15-14-1952.
 - 7) That then thereafter, under the Provisions of the BOMBAY PERSONAL INAM ABOLITION ACT, 1952, The Collector of Ahmedabad vide his Circular No. W. T. N. 4035 dated 28th July 1953 read with TALLUK HUKAM No. W. T. N. 928 dated 2nd February 1955, the said land was entered into KHALSA RAIYATWASI and the effect of INAM was abolished vide Entry No. 1037 dated 15-14-1955 and the same Entry was certified on 13-03-1956.
 - 8) That then thereafter, earlier in the year 1948, the name of Chhaganbhai Zaveri was entered as a secured tenant in the Revenue Records of State Rights, the said name was deleted from the record vide Entry No. 1086 dated 18th August 191956 which was certified by concerned Officer on dated 25-04-1957.
 - 9) That then thereafter, in the village, Raison, Amalgamation Scheme came into effect and the Settlement Commissioner and Director of Land Record, Gujarat State, Ahmedabad vide No. Kom/Gandhinagar/37 dated 27th June 1966 confirmed the applicability of the Amalgamation Scheme and the same was published on 10th February 1966 in the Gazette of State Government of Gujarat at Page No. 648 and as per the Amalgamation Scheme, and the Survey No. 80 was allotted new Block No. 128 admeasuring about 1 Acre - 27 Gunthas vide mutation Entry No. 1291 dated 05-03-1966 which was certified by concern officer on dated 13-04-1966.

- 10) That then thereafter, the said land was mortgaged with Raison Group Multi Purpose Co-Operative Society Limited on 7th August 1969 vide Entry No. 1311 dated 21-12-1969 which was certified by concerned Officer on 04-04-1970
- 11) That then thereafter, repayment of loan taken from Raison Group Multi Purpose Co-Operative Society Limited was done and the Ahmedabad District Co-Operative Bank Limited, Tilak Road Branch, Ahmedabad issued No Due Certificate for the Loan Account No. 53 on 31st July 1973 which was recorded vide Entry No. 1356 dated 05-08-1973, which was certified by the concerned Officer on 8-10-1973
- 12) That then thereafter, the said Kachrabhai Lallubhai Patel mortgaged the land in question, along with other land and property, with United Commercial Bank and was given loan of Rs. 20,000/-, which was recorded vide mutation Entry No. 1602 dated 04-10-1989 and certified by the concerned Officer on 19-01-1990
- 13) Thereafter, the said land removed from the head of "TUKDA" as stated by Prant Officer, Gandhinagar, with order no. P O/JAMIN/TUKADADHARA/VASHI/2159 th 2237 dated 18-07-1990 vide Mutation Entry No. 1640 dated 07/01/1991 which was certified by concern officer on dated 22-01-1991
- 14) Thereafter, KACHRABHAI LALLUBHAI PATEL and others repaid the loan to the said United Commercial Bank, Gandhinagar branch. Therefore, the said Bank had released its charge from the revenue records of the said land as stated in Mutation Entry No. 1728 dated 04-07-1995 which was certified by concern officer on dated 08-11-1995
- 15) Thereafter, KACHRABHAI LALLUBHAI PATEL expired on 24-10-1995. Therefore, names of his legal heirs viz. (1) NAGARBHAI KACHRABHAI PATEL, (2) DHUDIBEN KACHRABHAI PATEL, (3) MANIBEN Wd/o KACHRABHAI PATEL were entered as co-owners in the revenue records of the said land as stated in Mutation Entry No. 1747 dated 15-11-1995 which was certified by concern officer on dated 21-06-1995.
- 16) Thereafter, (1) NAGARBHAI KACHRABHAI PATEL, (2) DHUDIBEN KACHRABHAI PATEL, (3) MANIBEN Wd/o KACHRABHAI sold and convey the said land to PATEL RANCCHODBHAI ABHECHANDDAS by a Sale deed Dated 13-08-1996 Which was registered with the Sub-Registrar, Gandhinagar vide Mutation Entry No. 1801 dated 29-08-1996 which was certified by concern officer on dated -18-10-1996
- 17) Thereafter, PATEL RANCCHODBHAI ABHECHANDDAS sold and convey the said land to (1) HARISHBHAI PRAHLADBHAI PATEL (Having 88.70 % share)

- and (2) PATEL RANCCHODBHAI ABHECHANDDAS (Having 13.30 % share) by a Sale deed Dated 13-12-2007 Which was registered with the Sub-Registrar, Gandhinagar vide registration no. 14966 vide Mutation Entry No. 2471 dated 05-01-2008 which was certified by concern officer on dated 05-04-2008.
- 18) Thereafter, PATEL RANCCHODBHAI ABHECHANDDAS sold and convey the said land paiki his share of 13.30% share to HARISHBHAI PRAHLADBHAI PATEL by a Sale deed Dated 08-02-2008 Which was registered with the Sub-Registrar, Gandhinagar vide registration no. 1906 vide Mutation Entry No. 2485 dated 27-03-2008 which was certified by concern officer on dated 01-07-2008.
- 19) Thereafter, the land admeasuring 4241 Sq.Mtrs. of Final Plot No.75 & 152 of block no.128 was converted into Non Agriculture Use for Residential purpose by the Chitnish to Collector, gandhinagar vide its Order No. CB/JAMIN/N.A./S.R.259/10/VASHI.875 TO 890/2011 Dated 17-01-2011 as stated in Mutation Entry No. 2861 dated 27-01-2011 which was certified by concern officer on dated 18-07-2011 thereafter further the entry of Non Agriculture permission was mutated in the revenue record vide no. 2873 dated 05-02-2011 which was also certified by concern authority dated 18-07-2011.
- 20) Thereafter, the land admeasuring 4241 Sq.Mtrs. of Final Plot No.75 & 152 of block no.128 was revised converted into Non Agriculture Use for Commercial purpose by the Chitnish to Collector, gandhinagar vide its Order No. CB/JAMIN/N.A./S.R.259/10/VASHI.19041 TO 19053/2012 Dated 03-09-2012 as stated in Mutation Entry No. 3091 dated 11-07-2012 which was certified by concern officer on dated 01-01-2013.
- 21) That thereafter, rectification in errors and mistake in the revenue records was carried out as per the Order of District Collector, Gandhinagar vide its Order bearing No. CB/JAMIN/VASHI.11127 TO 11139/2012 dated 20-05-2012 for rectification in area of the said land i.e. 4406sq. mtrs. instead of 4241 sq.mtrs., vide mutation entry no. 3143 dated 01-06-2013 which was certified on 09-08-2013.
- 22) Thereafter, HARISHBHAI PRAHLADBHAI PATEL sold and convey the said land of F.P. no. 75 admesuring about 4241 PAIKI 3655 sq.mtrs land to M/s SANVIRA REALTY by a Sale deed Dated 21-03-2013 Which was registered with the Sub-Registrar, Gandhinagar vide registration no. 3984 vide Mutation Entry No. 3150 dated 24-06-2013 which was certified by concern officer on dated 30-09-2013.
- 23) Thereafter, HARISHBHAI PRAHLADBHAI PATEL sold and convey the said land of F.P. no. 75 admesuring about 4406 PAIKI 165 sq.mtrs land to M/s

SANVIRA REALTY by a Sale deed Dated 19-06-2013 Which was registered with the Sub-Registrar, Gandhinagar vide registration no. 8844 vide Mutation Entry No. 3151 dated 24-08-2013 which was certified by concern officer on dated 30-09-2013.

- (24) Thus the said SANVIRA REALTY became an owner of the scheduled (First scheduled land) and the said first party floated a commercial unit scheme known as "BUSINESS PARK" in the said land.
- (25) Various permissions received for this project / scheme known as "BUSINESS PARK" of commercial units.
- (04) ABOUT PERMISSION(S) related to the said project / scheme.
- (a) Non Agricultural use Permission for commercial use of the project land was given by the District Collator, Gandhinagar vide office order no. CB/jamin/BLKhe/Vashi/19041 thi 19053 /2012, Dated.03-09-2012
- (b) GANDHINAGAR URBAN DEVELOPMENT AUTHORITY sanctioned plan for the said scheme with the revised construction permission dated 31-07-2015 mentioned hereinafter
- Case No. :
Rajachiththi no. : PRM/RAYSAN/154/05/2014/4174

AND

The PROPOSED VENDOR herein started construction work as per Rajachiththi i.e. permission and as of now the construction work is in progress under such permission(s) and as per sanction plan.

- (c) The structure of the said project is design by Mr. VASANT G. SONI and the same is approved by the GANDHINAGAR URBAN DEVELOPMENT AUTHORITY via Case Number as mentioned herein above.

- (d) FIRE SAFETY :-

THAT the said project is under construction so the Proposed Vendor herein shall apply for the fire safety as and when the stage for the same shall come to this project.

(e) LIFT LICENSE :-

THAT the said project is under construction so the Proposed Vendor herein shall apply for the license of lift as and when the stage for the same shall come to this project.

(f) ANY OTHER LICENSE OR PERMISSION(S) :-

THAT the said project is under construction so the proposed vendor herein shall obtain any necessary and mandatory license or permission(s) if any which is in need.

(5) THAT the said Scheme which is under construction by the Vendor is named and known as "BUSINESS PARK".

(7) The second party booked the unit (unit) more particularly described in the schedule-A- hereunder from the first party with the terms and conditions agreed in writing at total consideration of Rs...../- (Rupees Only) and the second party paid a token amount of Rs..... (Rupees Only) which is equivalent to% of total consideration as follow :

Amount	Particulars
(In Rupees)	
Rs.....	Rupees only via cheque no..... dated of Bank, Branch.

Rs.....	Rupees..... only
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And remaining amount of Rs..... (Rupees Only) (for sake of convenience in this agreement referred to as the remaining amount or the remaining consideration) shall be paid by the second party in the terms agreed OR the remaining amount shall be payable by the second party to the first party as mentioned hereinafter as follows:

Instalment	Rupees	Particulars
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..... Installment Rs...../- Rupees

..... Installment Rs...../- Rupees

(B) TERMS AND CONDITIONS OF THIS PRESENT AGREEMENT :-

(a) The agreed time limit by both the parties of this present agreement is(.....) months and the second party is bound to pay the remaining amount in this time limit as agreed terms as mentioned herein above and failure in payment in time limit shall treated as cancellation of this agreement and in such situation no need or requirement to follow the procedure for cancellation of this agreement.

b) The construction work is in progress and today construction is not completed so the possession of the said property will handed over to second party after completion of such construction and after (obtaining) receipt of Building Use permission from the Corporation Authority. OR at the time of executing Sale Deed after receiving remaining consideration.

(c) In existence of this present agreement the second party shall not entered in to any write-up with any one which create any third party interest like in the schedule property.

(d) The first party handed-over all title deeds like village form no.VII and XII, Village form No.VI, document(s), deed(s), paper(s), court case paper(s), permission(s) like Non-Agricultural use, Construction Permission(s), Approved plan(s), Lay Out Plans, etc. to second party and second party fully satisfied himself/ herself/ themselves via scrutiny of title deeds and sub registry search for the title of the schedule property so onwards second party shall not claim for title to first party and in case if second party wants to avail loan then first party will help him in case where needed. Delay in sanctioning loan does not treat as extension in time limit agreed i.e. time limit agreed between the parties is final and shall not change in any condition or situation subject to natural calamities.

(e) That any expenses like VAT, Service Tax, GST, Torrent Power i.e. Electricity, maintenance, maintenance deposit, AMC charges or any other local authority charges or govt. /semi govt. taxes, stamp duty, registration fees, advocate fees, out of pocket expenses etc. are likely to be bare (paid) by the second party.

(k) Second party shall not change the name of the final buyer, i.e. the final sale deed will be executed only in name of second party.

(l) All rights for the said scheme are reserved with the first party in all means and in wide sense as well as all rights to change or cancel the booking, alteration in elevation, construction etc. are reserved with first party i.e. All the rights to vary or cancel any condition or condition of this agreement and to vary policy or rules of the scheme and to change the construction shall lie only with the vendor and the developer of the scheme and the second part shall not be entitled to object for any such things.

(m) In case if second party fails to fulfill and follow all the terms and conditions as actual agreed i.e. if second party breach any terms and conditions of this agreement in that case first party shall cancel this agreement single side and the second party give his/her/their full and final consent. If the proposed purchaser fail to fulfill the conditions of this agreement or delay the payment of the remaining amount or fail to pay the remaining amount within the time limit in that case the first party will give 15 (Fifteen) days grace period which is without interest but after completion of this grace period if second party failed to pay the remaining amount the first party will wait for the second party upto 1(one) month i.e. 30 (thirty) days and in such case first party will charge non adjustable and non refundable interest @% per month and then also if the second party fail to pay the remaining amount of installment then the token amount paid by the second party to the first party shall be forfeited and the agreement for sale shall be considered and treated as cancelled and for that the vendor shall not have to follow any other procedure and the vendor shall be entitled to shall the said property to any other person and this is the essence of this agreement.

(n) Though the construction work is in good stage as of now but It agreed by all that the completion of the construction may be delayed and the cost of the construction may be increased due to short supply of the material, increased price of the material, strike, rioting, war, natural calamities or human made calamities or in any other unavoidable circumstances.

(o) REPRESENTATIONS AND WARRANTIES OF THE Vendor / promoter

The Vendor / promoter hereby represents and warrants to the Proposed buyer as follows :

- i. The Vendor / promoter has clear and marketable title with respect to the project land, as he declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project.
- ii. The Vendor / 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 or case upon the project land or the Project except those disclosed in the title report.
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report.
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Vendor / promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land and common areas.
- vi. The Vendor / 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 Proposed buyer created herein, may prejudicially be affected.
- vii. The Vendor / 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 unit which will, in any manner, affect the rights of Proposed buyer under this Agreement;

- viii. The Vendor / promoter confirms that the Vendor / promoter is not restricted in any manner whatsoever from selling the said unit which will, in any manner, affect the rights of Proposed buyer under this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of proposed buyers the Vendor / promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Proposed buyers;
- x. The Vendor / 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 Vendor / promoter in respect of the project land and/or the Project except those disclosed in the title report.
- (p) The Proposed buyer/s or himself/themselves with intention to bring all persons into whosoever hands the Unit may come, hereby covenants with the Vendor / promoter as follows :-
 - i. To maintain the Unit at the Proposed buyer's own cost in good and tenantable repair and condition from the date that of possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the Unit is

situated which may be against the rules, regulations or bye-laws or changes/alter or make addition in or to the building in which the Unit is situated and the Unit itself or any part thereof without the consent of the local authorities, if required but the same shall not treat any kind of breach of.

- ii. Not to store in the unit any goods which are of hazardous, Combustible, or dangerous nature or are so heavy as to damage the construction or structure of the building in which the 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 unit is situated or the unit on account of negligence or default of the Proposed buyer in this behalf, the Proposed buyer shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said unit and maintain the unit in the same condition, state and order in which it was delivered by the vendor / promoter to the Proposed buyer and shall not do or suffer to be done anything in or to the building in which the unit is situated or the unit which may be contrary to the rules and regulation and bye-laws of the concerned local authorities or other public authorities. In the event of the Proposed buyer committing any act in contravention of the above provision, the 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 Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Unit or any alteration in the elevation and outside colour scheme of the building in which the Unit is situated and shall Keep the portion, sewers, drains and pipes in the unit and the appurtenances thereto in good tenable

repair and condition, and in particular so as to support shelter and protect the other parts of the building in which the Unit is situated and shall not chisel or in any other manner cause damages to columns, beams, walls, slabs or RCC Parris or other structural members in the Unit without the prior written permission of the vendor / 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 Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the project land and the building in which the Unit is situated.
- vii Pay to the Vendor / promoter within fifteen days of demand by the Vendor / promoter, 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 Unit is situated.
- Viii To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Unit by the Proposed buyer for any purposes other than for purpose for which it is sold.
- ix The Proposed buyer shall not let, sub-let, transfer, assign or part with interest of benefit factor of this Agreement or part with the possession of the Unit until all the dues payable by the Proposed buyer to the Vendor / promoter under this Agreement are fully paid up.

- x The Proposed buyer 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 Units therein and for the observance and performance of the Building Rules, Regulations and Bylaws for the time being of the concerned local authority and of Government and other public bodies. The Proposed buyer 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 Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi The Proposed buyer shall permit the Vendor / 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 Proposed buyer shall permit the Vendor / promoter and their surveyors and agents, with or without workmen and others, at all reasonable retimes, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- (09) The Vendor / promoter shall maintain a separate account in respect of sums received by the Vendor / promoter from the Proposed buyer 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.

(10) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Proposed buyer shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Vendor / promoter until the same is transferred as hereinbefore mentioned.

(11) ABOUT MORTGAGE OR CREATING A CHARGE

After the Vendor / promoter executes this Agreement he shall not further mortgage or create a charge on the (Apartment) 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 Proposed buyer who has taken or agreed to take such unit.

(11) BINDING EFFECT

Forwarding this Agreement to the Proposed buyer by the Vendor / promoter does not create a binding obligation on the part of the Vendor / promoter or the Proposed buyer until, firstly, the Proposed buyer 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 Proposed buyer and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Vendor / promoter. If the Proposed buyer(s) fails to execute and deliver to the Vendor / promoter this Agreement within 30 (thirty) days from the date of its receipt by the Proposed buyer, application of the Proposed buyer shall be treated as cancelled and all sums deposited by the Proposed buyer in connection therewith including the booking

Amount shall be returned to the Proposed buyer without any interest or compensation whatsoever

(12) ENTIRE AGREEMENT

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

(13) RIGHT TO AMEND

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

(14) PROVISIONS OF THIS AGREEMENT APPLICABLE TO Proposed buyer/SUBSEQUENT buyer

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

(15) SEVERABILITY

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

(16) METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

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

(17) 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.

- (18) All the expenditure such as stamp duty, registration fee, advocate fee etc. towards the registered sale deed of the said property shall be borne by you.
- (19) In the circumstances of any dispute about this agreement, nobody shall approach the court but the same shall be dissolved at Gandhinagar under The Arbitration and conciliation Act 1996 and such decision shall be final and bound to all the parties OR Any dispute between the Parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

(20) 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 GANDHINAGAR Courts will have the jurisdiction for this Agreement.

:- SCHEDULE-A- ABOVE REFERRED TO :-

All that piece and parcel of Unit (Unit) No.....(as per approved plan by AMC Unit No.) admeasuring aboutSq. Mtrs. i. e. Sq. Yards of carpet area as per THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT,2016 i.e.Sq. Mtrs. i. e. Sq. Yards of built up area as per approved plan constructed onFloor (as per approved plan by AHMADABAD MUNICIPAL CORPORATION.....Floor) in Block /Wing -"....."(Detailed Description of the Property / unit/ unit is described in the Schedule "A" hereunder) of the scheme / Project known as "BUSINESS PARK" which is under construction in the land bearing Final Plot No. 188 admeasuring about 6921 Sq. Mtrs. of T.P.Scheme No. 43 (Sola) allotted in lieu of (1) Revenue Survey No. 358/1 admeasuring 4148 Sq. Mtrs. (2) Revenue Survey No. 358/2 admeasuring 5767 Sq. Mtrs. and (3) Revenue Survey No. 358/3 admeasuring 1619 Sq. Mtrs. total admeasuring 11534 Sq. Mtrs. of Village Sola, Ta. Ghatlodia, Dist. Ahmedabad.

This agreement is executed by the first part and with you the second part without any pressure and at our will and bound to our heir(s), legal representative(s), executor(s), successor(s) etc.

IN WITNESS WHEREOF the parties have hereunto set and subscribed their hands seal this date day of, 2017 at Gandhinagar.

SIGNED, SEALED & DELIVERED

BY THE WITHNNAMED:

SANVIRA REALTY

through its Administrative Partner

SIGNED, SEALED & DELIVERED
BY THE WITHNNAMED:

In the presence of:

1) _____

2) _____

SCHEDULE 'A'

**PLEASE INSERT DESCRIPTION OF THE UNIT AND WITH
BOUNDARIES IN ALL FOUR DIRECTIONS**

All that piece and parcel of Unit No..... admeasuring aboutSq. Mtrs of carpet area as per THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT,2016 i.e.Sq. Mtrs of built up area as per approved plan constructed onFloor (Detailed Description of the Property / unit/ unit is described in the Schedule "A" hereunder) of the scheme / Project known as "BUSINESS PARK" which is under construction in the land bearing Final Plot no. 75 admeasuring about 3820 sq. mtrs. of Town Planning Scheme No. 18 (Kudasan-Randesan-Raysan) and Final Plot no. 152 admeasuring about 586 sq.mtrs. of Town Planning Scheme No. 2 (Koba-Kudasan) total admeasuring about 4406 allotted in lieu of Block No. 128 (old survey no.80) admeasuring 6779 Sq. Mtrs. of Village Raysan, Ta. Gandhinagar District Gandhinagar in the state of Gujarat and the same is bounded as follows :

North

East

West

South

SCHEDULE 'B'

FLOOR PLAN OF THE APARTMENT

ANNEXURE – A

(AUTHENTICATED COPIES OF THE PLANS AND SPECIFICATIONS OF THE APARTMENT AGREED TO BE PURCHASED BY THE PROPOSED BUYER AS APPROVED BY THE CONCERNED LOCAL AUTHORITY)

ANNEXURE – B

**(AUTHENTICATED COPY OF THE REGISTRATION CERTIFICATE OF THE
PROJECT GRANTED BY THE REAL ESTATE REGULATORY AUTHORITY)**

ANNEXURE – C

(SPECIFICATION AND AMENITIES FOR THE APARTMENT)

**RECEIVED OF AND FROM THE PROPOSED BUYER ABOVE NAMED THE SUM OF
RUPEES ON EXECUTION OF THIS AGREEMENT TOWARDS
EARNEST MONEY DEPOSIT OR APPLICATION FEE I SAY RECEIVED**

**Schedule showing signature, photo and thumb impression u/s32(A) of the Indian
Registration Act, 1908.**

The Vendor

SANVIRA REALTY

through its Administrative Partner

(Signature)

(Photo)

(Left Hand Thumb)

The Purchaser

(Signature)

(Photo)

(Left Hand Thumb)