AGREEMENT TO SELL

(WITHOUT POSSESSION)

This AGREEMENT TO SELL is executed at AHMEDABAD on this ___ day of ________________. BETWEEN ATUL BABUBHAI SHAH, (Pan No. ACKPS8827K, Aadhaar No. 6418 5434 7700), Aged 62 Years, by Religion Hindu, Occupation : Business and address at C/o. 401, Aakanksha, Opp. Vadilal House, Nr Mithakali Six Road, Shrimali Society Road, Navrangpura, Ahmedabad (hereinafter referred to as "THE VENDOR") which expression shall unless it be repugnant to the context or meaning thereof be deemed to include the person above named and his heirs, executors, administrators, legal representatives and assignees) of "THE FIRST PART".

AND

SHRI/SMT ______________________________ (Pan No. ___________________, Aadhaar No. _______________), Aged _____ Years, by Religion ________, Occupation: _________________, Residing at ____________________________. (hereinafter referred to as "THE PURCHASER") (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his / her / its / their heirs, legal representatives, administrators, executors, successors and assignees) of "THE OTHER PART".

WHEREAS:

That the Vendor is seized and possessed of or otherwise well and sufficiently entitled to the Non-agricultural land bearing Final Plot No. 93/2 of T. P. Scheme No. 3 and Sheet No. 14 of City Survey No. 1240 admeasuring 1593 sq. mtrs. {as per plan of Ahmedabad Municipal Corporation, the same is 1492.48 sq. mtrs.} (T. P. S. No. 3/2 as per City Survey Extract) of Mouje Usmanpura of Taluka Sabarmati in the District of Ahmedabad and Registration Sub-District of Ahmedabad-2 (Vadaj) as an absolute owner (Hereinafter referred to as "the said Entire Land / Project Land").

That, Revised N.A. Use Permission for the said entire land for commercial purpose was granted as per Order No. N.A. / U-1 / Section-65-A / Usmanpura / Case No. 347 / 2016, dated- 28/11/2016 issued by Deputy Collector (N.A.), Ahmedabad.

That, plan in respect of scheme approved by Ahmedabad Municipal Corporation vide Case No. BLNTI / WZ / 140318 / CGDCR / A0800 / R0 / M1, Rajachitthi No. 00660 / 140318 / A0800 / R0 / M1, dated-02/05/2018 & revised Rajachitthi No. 01227 / 140318 / A0800 / R1 / M1, dated – 28/03/2019.

AND WHEREAS the Vendor has proposed to construct on the project land and on the said project, there are commercial building for First Celler, Second Celler, Ground Floor plus First Floor to Sixth Floor.

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

AND WHEREAS the Vendor has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority No. R/GJ/AHMEDABAD/ AHMEDABADCITY/AUDA/CAA04286/071218.

AND WHEREAS the Vendor has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Vendor accepts the professional supervision of the Architect and the structural Engineer till the completion of the building / buildings.

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

AND WHEREAS on demand from the purchaser, the Vendor has given inspection to the purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Vendor's Architects Messrs. Jagrut & Partners 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 there under;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Vendor, authenticated copies of extract of Village Forms VI and VII and XII or any other relevant revenue record as well as city survey extract showing the nature of the title of the Vendor to the project land on which the Units/Offices are constructed or are to be constructed.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Vendor and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project.

AND WHEREAS the authenticated copies of the plans and specifications of the Unit/Office agreed to be purchased by the purchaser, as sanctioned and approved by the local authority.

AND WHEREAS the Vendor has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

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

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

AND WHEREAS the purchaser has applied to the Vendor for acquire of Unit/Office No. _____ admeasuring ________ Sq. Mtrs. (Carpet Area) on _______ Floor in a building known as "VEDANTA" together with undivided and un-demarcated share ________ Sq. Mtrs. in the building (hereinafter referred to as the said "Unit/Office") and building known as "VEDANTA" (hereinafter referred to as the said "Scheme / Project / Building").

AND WHEREAS the carpet area of the said Unit/Office is ________ square meters and "Carpet Area" means the net usable floor area of Unit/Office, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Unit/Office for exclusive use of the purchaser or verandah area and exclusive open terrace area appurtenant to the said Unit/Office for exclusive use of the purchaser, but includes the area covered by the internal partition walls of the Unit/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 purchaser has paid to the Vendor a sum of Rs. ______________/- (Rupees ______________ Only) being part payment of the sale consideration of the said Unit/Office agreed to be sold by the Vendor to the purchaser as advance payment or application fee (the payment and receipt where of the Vendor do hereby admit and acknowledge) and the purchaser has agreed to pay to the Vendor the balance of the sale consideration in the manner hereinafter appearing.

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

<u>NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREEDBY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -</u>

1. The Vendor shall construct the said building/s consisting of First Celler, Second Celler, Ground Floor plus First Floor to Sixth Floor on the project land in accordance with the plans, designs and specifications as approved by Ahmedabad Municipal Corporation.

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

2. a. The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser the said property being Unit/Office No. ____________ admeasuring ____________Sq. Mtrs. (Carpet Area) on __________ Floor in a building known as “VEDANTA” together with undivided and un-demarcated share __________ Sq. Mtrs. as shown in the Floor plan thereof, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule. (the price of the Unit/Office including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

b. The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell said property at total consideration of Rs. ____________/- (Rupees ____________ Only) + ____________/- (Rupees ____________ only) for GST as per govt. norms.

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

i. Amount of Rs......../-(........) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement

ii. Amount of Rs......./-(..........) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.

iii. Amount of Rs....../-(...........) (not exceeding 70% of the total consideration) 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.

iv. Amount of Rs......./-(.............) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v. Amount of Rs........./- (...........) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs....../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

vii. Amount of Rs......./-(...........) (not exceeding 95% of the total consideration) 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 Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs...../-(............) 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.

4. The Total Price i.e. __________/- mentioned above Includes basic cost & GST (which excludes Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Vendor) up to the date of handing over the possession of the Unit/Office. In addition, a monthly maintenance expense @ Rs. 6.50 per sq. ft. for initial 60 months and Maintenance deposit of Rs. 200/- per sq. ft are payable by the purchaser at the time of offer of possession. Additions, alterations, modifications or extra civil work will be chargeable additionally, if any.

5. The Total Price is escalation-free, save and except escalations / increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Vendor undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Vendor shall enclose the said notification /order /rule /regulation published / issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

6. The Promoter shall confirm the final carpet area that has been allotted to the 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 three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate of SBI MCLR + 2%, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the 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.

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

8. The Vendor 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 Unit/Office to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Unit/Office.

9. Time is essence for the Vendor as well as the Purchaser. The Vendor shall abide by the time schedule for completing the project and handing over the Unit/Office to the Purchaser and the common areas to the Service Society of the purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Vendor as provided in clause 3 herein above.

("Payment Plan").

10. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 2867.40 square meters only and Promoter has planned to utilize Floor Space Index of 8602.20 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 Promoter has disclosed the Floor Space Index of 5105.98 as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only

11. (i) If the Vendor fails to abide by the time schedule for completing the project and handing over the Unit/Office to the Purchaser, the Vendor agrees to pay to the Purchaser, who does not intend to withdraw from the project, SBI MCLR +2% interest on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Vendor, SBI MCLR +2% interest on all the delayed payment which become due and payable by the Purchaser to the Vendor under the terms of this Agreement from the date the said amount is payable by the purchaser(s) to the Vendor.

(ii) Without prejudice to the right of the Vendor to charge interest in terms of sub clause 11.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Vendor under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the purchaser committing three defaults of payment of installments, the Vendor shall at his own option, may terminate this Agreement:

12. Provided that, the Vendor shall give notice of fifteen days in writing to the

Purchaser, by Registered Post AD at the address provided by the purchaser and mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Vendor within the period of notice then at the end of such notice period, the Vendor shall be entitled to terminate this Agreement.

13. Provided further that upon termination of this Agreement as aforesaid, the Vendor shall refund to the Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Vendor) within a period of forty five days of the termination subject to the said Unit/Office after rebook to any other person, body or authority and also to take booking consideration from him/them.

14. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Vendor in the said building.

15. The Vendor shall give possession of the Unit/Office to the Purchaser on or before 31 December, 2020 If the Vendor fails or neglects to give possession of the Unit/Office to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Vendor shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the Unit/Office with interest at the same rate from the date the Vendor received the sum till the date the amounts and interest thereon is repaid.

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

(i) war, civil commotion or act of God;

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

16. 1. Procedure for taking possession - The Vendor, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Unit/Office to the Purchaser in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Vendor shall give possession of the Unit/Office to the Purchaser. The Vendor agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor. The Purchaser agree(s) to pay the maintenance charges as determined by the Vendor or Service Society of purchasers, as the case may be. The Vendor on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

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

3. Failure of Purchaser to take Possession of Unit/Office : Upon receiving a written intimation from the Vendor as per clause 16.1, the Purchaser shall take possession of the Unit/Office from the Vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor shall give possession of the Unit/Office to the purchaser. In case the Purchaser fails to take possession within the time provided in clause 16.2 such Purchaser shall continue to be liable to pay maintenance charges as applicable.

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

17. The Purchaser shall use the Unit/Office or any part thereof or permit the same to be used only for purpose of commercial.

18. The Purchaser along with other purchaser(s)s of Units/Office s in the building shall join in forming and registering the Service Society to be known by such name as the Vendor may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Service Society and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Vendor within seven days of the same being forwarded by the Vendor to the Purchaser, so as to enable the Vendor to register the common organization of Purchaser. No objection shall be taken by the Purchaser if any, changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies.

(i) The Vendor shall, within Three months of registration of the Service Society as aforesaid.

(ii) Within 15 days after notice in writing is given by the Vendor to the Purchaser that the Unit/Office is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Unit/Office) of outgoings inrespect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society is formed, the Purchaser shall pay to the Vendor such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Vendor provisional monthly contribution towards the out goings.

(iii) That, the maintenance deposit of Rs. 200/- per sq. ft. for a period of five years to pay to the service society by the member and after registering of the service society.

(iv) That, the member shall also pay Rs.6.5/- per sq. ft. per month for maintenance charges to the service society after obtaining B.U. Permission.

(v) The Purchaser shall put sign board as per rules and regulations of the service society and the purchaser shall not put any notice / sign board without the consent of the service society.

(vi) The purchaser/s and its transferees shall not entitle to put sign boards, advertisement boards, neon boards, TV dish antenna, air conditioner, water tank, geyser or any type of machines & equipment etc., on the terrace.

(vii) The purchaser shall have no right to use the open space or common area for Electric Cables, Data Cables, TV cables, Telephone Cables or any cable and water pipeline and drainage system and the said system to put up as per plan of the scheme.

(viii) That, the builder shall allot the parking to the purchaser as per rules of the scheme and the purchaser shall not use parking space in any other purpose except car parking. The purchaser shall have no right to transfer allotted parking space to any person, however the purchaser shall have right to transfer allotted parking along with Unit/Office premises.

(ix) That, scooter parking will be provide to each office as per admeasurements in common area and will be allocated pro-rata basis per office and will be decided by the vendor, which will be binding to the purchaser.

(x) That, the purchaser shall have no right to transfer the said Unit/Office premises on the basis of booking agreement or allotment letter.

(xi) That, the vendor shall sale undivided proportionate share in the land to the purchaser as per approved plan or city survey records, however, after sale of the said property or before sale of the said property any acquisition may arise in the land / already arise, the purchaser shall bind to them.

(xii) That, whenever the vendor shall hand over service society to the purchaser that time if unsold Unit/Office are remaining then in such case the vendor shall pay maintenance deposit and charges to the service society and the vendor shall have right to recover the said charges from the new members and in case the vendor to give remaining Units/Offices on lease to the any company or person then the vendor shall have also pay deposit/charges of maintenance to the service society.

(xiii) The Vendor shall provide Car Parking in the Stack Parking (Mechanical Parking), which will be treated as separate parking.

(xiv) That, the purchaser indemnifies to the vendor whenever the property in question to sale to any person, body or authority, they will obtain prior permission from the Service Society and without prior permission of the Service Society, the purchaser cannot sale said property to any person, body or authority.

(xv) That, the Vendor shall have right to allot the parking as per availability of the parking space.

(xvi) That, the Vendor shall provide three lifts in the scheme, out of 1 lift for showroom consisting of ground floor, first floor & second floor exclusively and another two lifts for all floors.

(xvii) Lift usage only for members, customers and employee and it will not use for any goods and material supply.

(xviii) That, up to five years, the Vendor shall have right to obtain transfer fee from the members at the time of resale of the property after obtaining B.U. Permission on behalf of the Service Society.

19. Over and above the amount mentioned in the agreement to be paid by the Purchaser, on or before delivery of possession of the said premises and which are not covered in any other provisions of this agreement.

20. REPRESENTATIONS AND WARRANTIES OF THEVENDOR

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

I. The Vendor has clear and marketable title with respect to the project land; as declared in the title report and 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 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 or the Project;

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 Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

VI. The Vendor has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;

VII. The Vendor 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/Office which will, in any manner, affect the rights of Purchaser under this Agreement;

VIII. The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said Unit/Office to the Purchaser in the manner contemplated in this Agreement;

IX. The Vendor 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;

X. 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 in respect of the project land and/or the Project except those disclosed in the title report.

21. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Unit/Office may come, hereby covenants with the Vendor as follows: -

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

Not to store in the Unit/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 Unit/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 Unit/Office is situated, including entrances of the building in which the Unit/Office is situated and in case any damage is caused to the building in which the Unit/Office is situated or the Unit/Office on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

To carry out at his own cost all internal repairs to the said Unit/Office and maintain the Unit/Office in the same condition, state and order in which it was delivered by the Vendor to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Unit/Office is situated or the Unit/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 Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

Not to demolish or cause to be demolished the Unit/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 Unit/Office or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Unit/Office is situated and shall keep the portion, sewers, drains and pipes in the Unit/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 Unit/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 Unit/Office without the prior written permission of the Vendor and/or the Society or the Limited Company.

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

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

Pay to the Vendor within fifteen days of demand by the Vendor, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Unit/Office is situated.

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/Office by the Purchaser for any purposes other than for purpose for which it is sold.

The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Unit/Office until all the dues payable by the Purchaser to the Vendor under this Agreement are fully paid up.
The Purchaser shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Units/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 Purchaser shall also observe and perform all the stipulations and conditions

laid down by the Society regarding the occupancy and use of the Unit/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.

22. THE VENDOR SHALL NOT MORTGAGE OR CREATE ACHARGE

After the Vendor executes this Agreement, they shall not mortgage or create a charge on the Unit/Office and if any such mortgage or charge is made or created then not withstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such Unit/Office.

23. BINDING EFFECT

Forwarding this Agreement to the Purchaser by the Vendor does not create a binding obligation on the part of the Vendor or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appear for registration of the same before the concerned Sub- Registrar as and when intimated by the Vendor. If the Purchaser(s) fails to execute and deliver to the Vendor this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendor, then the Vendor shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

24. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the

Parties in regard to the said Unit/Office as the case may be.

25. RIGHT TO AMEND

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

26. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS

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

27. SEVERABILITY

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

28. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THEAGREEMENT

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

29. FURTHERASSURANCES

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.

30. PLACE OF EXECUTION:

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

31. The Purchaser and/or Vendor shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Vendor will attend such office and admit execution thereof.

32. That, the purchaser shall pay legal charges of the Ahmedabad Municipal Corporation and amount to be paid to the Torrent Power Limited unless otherwise charges are included in the total amount, In addition to that Maintenance Deposit, Goods and Service Tax / Service Tax / VAT and Taxes of Government / Semi Government which will be decided by the Vendor are also payable by the purchaser.

33. That in case the Purchaser will not pay balance sale consideration to the Vendor within the time limit then in such case the Vendor shall have right to demand SBI MCLR + 2% interest on the due amount up to three (3) months and thereafter the Vendor shall have right to cancel the said transaction and to repay amount of sale consideration which will be deposited by the Purchaser to the Vendor after SBI MCLR + 2% deduction on the said amount subject to after rebooking of the said Unit/Office to the other person and to get booking amount from the said person and there after the vendor shall have no right on the said property.

34. That, the said scheme always be known as “VEDANTA” and purchaser shall have no right to change its name in any manner.

35. The purchaser/s shall not make any changes in the elevations and outside colour scheme of the said Unit/Office and shall not decorate the exterior of his premises and not to changes in the premises which is damaged to the structure of the building. As also shall not put shed on the window without prior consent of the service society and if society will permit for the same then in such case to put shed as suggest by the service society and shall also follow the instruction of the vendor/service society regarding dimension of the Shed.

36. If any penalty, premium or any other charges are levied by AMC or any other authority in respect of any additions or alterations already part of the said Unit/Office at present or that may be made hereafter, the same shall be borne and paid by the purchaser/s, if the same are concerning to the purchaser/s, and if the same is of common nature, by the purchaser/s in common with others.

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

Purchaser Name : ____________
Purchaser Address : ____________
Purchaser E-mail-ID : ____________

VendorName : “ATUL BABUBHAI SHAH”

Vendor Address : 401, Aakansha, Opp Vadilal House, Nr. Mithakali Six Road, Shrimali Society Road,

Navrangpura, Ahmedabad.

Vendor E-mail-ID : atul_bshah@hotmail.com

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

38. JOINT PURCHASERS

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

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

40. 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.

41. 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.

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

43. That the Vendor shall have right to take project loan from the any bank / financial institutions / company for the development of business against the security of project land / property. However, at the time of execution of Agreement to Sell of the property no objection certificate for sale of the Unit/Office to be obtained from the said financial institutions / company / bank.

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

-: SCHEDULE-I ABOVE REFERRED TO: -

(Description of property)

ALL THAT undivided proportionate share ________ Sq. Mtrs. in the piece and parcel of Non-agricultural land bearing Final Plot No. 93/2 of T. P. Scheme No. 3 and City Survey No. 1240 admeasuring 1593 sq. mtrs. of City Survey Office ‘Ahmedabad-1’, Ward : ‘T. P. 3/2 Usmanpura’, Sheet No. 14 (Final Plot No. 93/2 of T. P. S. No. 3/2 as per City Survey Extract) of Mouje Usmanpura of Taluka Sabarmati in the District of Ahmedabad and Registration Sub-District of

Ahmedabad-2 (Vadaj) together with super structure being Unit/Office No. ________ admeasuring ________ Sq. Mtrs. (Carpet Area) on ________ Floor in a building known as “VEDANTA” situated at ORR AMC Office, Opp. AUDA Garden, Usmanpura, Ahmedabad and the same is bounded as follows;

East : ________

West : ________

North : ________

South : ________

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

SIGNED AND DELIVERED BY WITHINNAMED "THE VENDOR":

______________________________ ATUL BABUBHAI SHAH

(*** Above all signatures are only for Vedanta Unit No. ____ Banakhat Purpose)

IN THE PRESENCE OF:

1. ______________________

2. ______________________

SCHEDULE UNDER SECTION 32(A) OF THE REGISTRATION ACT

VENDOR: Photo Thumb Impression

____

ATUL BABUBHAI SHAH

(*** Above all signatures are only for Vedanta Unit No. ____ Banakhat Purpose)

PURCHASER:

____

(______________________________)

DEED OF CONVEYANCE

==

For sale of Unit/Shop/Office No. …….. admeasuring ……………….. Sq. Mtrs. (Carpet Area) on ……………….. Floor in a building known as "…………………." situated at ORR AMC Office, Opp. AUDA Garden, Usmanpura, Ahmedabad together with undivided proportionate share …….. Sq. Mtrs. in the piece and parcel of Non-agricultural land bearing Final Plot No. 93/2 of T. P. Scheme No. 3 and Sheet No. 14 of City Survey No. 1240 admeasuring 1593 sq. mtrs. {as per plan of Ahmedabad Municipal Corporation, the same is 1492.48 sq. mtrs.} (T. P. S. No. 3/2 as per City Survey Extract) of Mouje Usmanpura of Taluka Sabarmati in the District of Ahmedabad and Registration Sub-District of Ahmedabad-2 (Vadaj).

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THIS INDENTURE EXECUTED AT AHMEDABAD on this ___th day of October, 2018 BETWEEN ATUL BABUBHAI SHAH, (Pan No. ACKPS 8827 K, Aadhaar No. ………………………..), Aged …… Years, by Religion Hindu, Occupation : Business, Residing at 39, Akashnim Bungalow, Vastrapur, Ahmedabad (hereinafter referred to as "THE VENDOR") (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include the person above named and his heirs, executors, administrators, legal representatives and assignees) of "THE FIRST PART".

AND

SHRI/SMT./M/s. …………………………….. (Pan No. ………………………..) Aged ……… Years, by Religion Hindu, Occupation : …………….., residing at : ……………………………………. (hereinafter referred to as "THE PURCHASER/S") (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his/her/its/their respective heirs, legal representatives, administrators, executors and assignees) of "THE OTHER PART".

W H E R E A S :

That the Vendor is seized and possessed of or otherwise well and sufficiently entitled to the Non-agricultural land bearing Final Plot No. 93/2 of T. P. Scheme No. 3 and Sheet No. 14 of City Survey No. 1240 admeasuring 1593 sq. mtrs. {as per plan of Ahmedabad Municipal Corporation, the same is 1492.48 sq. mtrs.} (T. P. S. No. 3/2 as per City Survey Extract) of Mouje Usmanpura of Taluka Sabarmati in the District of Ahmedabad and Registration Sub-District of Ahmedabad-2 (Vadaj) as an absolute owner (Hereinafter referred to as "the said Entire Land / Project Land").

That, Revised N.A. Use Permission for the said entire land for commercial purpose was granted as per Order No. N.A. / U-1 / Section-65-A / Usmanpura /

Case No. 347 / 2016, dated- 28/11/2016 issued by Deputy Collector (N.A.), Ahmedabad.

That, plan in respect of scheme approved by Ahmedabad Municipal Corporation vide Case No. BLNTI / WZ / 140318 / CGDCR / A0800 / R0 / M1, Rajachitthi No. 00660 / 140318 / A0800 / R0 / M1, dated-02/05/2018 & revised Rajachitthi No. 01227 / 140318 / A0800 / R1 / M1, dated – 28/03/2019.

And Whereas the Project has been registered as new on-going project under the provisions of The Real Estate (Regulations and Development) Act, 2016 (Hereinafter referred to as “RERA Act”) with the Real Estate Regulatory Authority, at No R/GJ/AHMEDABAD/AHMEDABADCITY/AUDA/CAA04286/071218, dated-07/12/2018.

AND WHEREAS the Vendor has proposed to construct on the project land and on the said project, there are commercial building for First Celler, Second Celler, Ground Floor plus First Floor to Sixth Floor.

That, the Building Use Permission in respect of the said scheme was also issued by Ahmedabad Municipal Corporation vide No. ……………………………, dated-…………………… and hence the Vendor has right to execute sale deed in favour of the purchaser/s under the RERA Act.

That, the purchaser/s has/have agreed to purchase the property being Unit/Shop/Office No. …….. admeasuring ……………….. Sq. Mtrs. (Carpet Area) on ……………….. Floor in a building known as “…………………..” together with undivided and un-demarcated share ……. Sq. Mtrs. in the said land and right to use common amenities and common facilities and parking in the said scheme. (Hereinafter referred to as “the said property”).

AND WHEREAS the vendor has agreed to sell the said property being Unit/Shop/Office No. …….. admeasuring ……………….. Sq. Mtrs. (Carpet Area) on

……………….. Floor in a building known as "…………………." together with undivided and un-demarcated share ……. Sq. Mtrs. in forming part of land, more particularly described in the Schedule-I hereunder written and the purchaser/s has/have agreed to purchase the said property from the said VENDOR at or for the total price/consideration of Rs…………………../- (Rupees …………………………. Only) and the purchaser/s has/have now requested vendor to execute this Deed of Conveyance in respect of the said property in his/her/their favour.

NOW THIS INDENTURE WITNESSETH that in consideration of purchase of the said property hereinabove and total consideration of the sum of Rs…………………../- (Rupees …………………………. Only) particulars about payment of consideration described in the Schedule-II hereunder written paid by the purchaser/s to the vendor being the full consideration, the receipt of payment as stated hereinabove for the said sum of Rs…………………../- (Rupees …………………………. Only) Vendor doth hereby admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge purchaser/s, the Vendor doth hereby grant, convey, transfer and assure unto the purchaser/s of said property together with areas, parking, ways, rights, paths, well liberties, privileges, easements, profits, advantages, rights and appurtenances and other rights by whatever name called to the said property hereditaments and property or any part thereof belonging or any wise appertaining to or with the same or any part thereof now or at any time heretofore usually held, used, occupied and enjoyed therewith or reputed or known as part thereof and to belong or be appurtenant thereto AND ALSO TOGETHER WITH all the deeds and free rights and liberty for the purchaser/s, his/her/their respective heirs, assignees and the owner or occupier for the time being of the said property or any part thereof, its tenants, agents, servants and any person authorized and pleasure by day or by night and for all purpose documents, writings, vouchers and other evidences of title, relating to the said property AND ALL THE ESTATE, right, title, interest, possession, benefit, claim and demand whatsoever, under law and in equity of the vendor in, to out of or upon the said property, or any part thereof TO HAVE AND TO HOLD all and singular the said property hereby granted, conveyed, transferred and assured and intended or expressed so to be with them and every of its rights and appurtenances UNTO AND TO THE USE and benefit of the purchaser/s forever SUBJECT to the payment of all rates, taxes, assessments, dues, duties now chargeable upon the same or hereafter to become payable to the local authority or any other public body in respect thereof AND the Vendor doth hereby for himself, his assignees covenant with the purchaser/s THAT notwithstanding any act, deed, matter or thing whatsoever by vendor or any person or persons lawfully or equitably claiming by, from, through, under or in trust for him made, done committed, omitted, or knowingly or willingly suffered to the contrary, he the Vendor now in at his good right, full power and absolute authority to grant, release, convey transfer and assure the said property hereby granted, released, conveyed, transferred and assured of intended so to be unto and to the use of the purchaser/s AND THAT he shall be lawful for the purchaser/s from time to time and at all times hereafter peacefully and quietly to hold, enter upon, occupy, possess and enjoy the said property hereby granted, conveyed, transferred and assured with its appurtenances and receive the rents, issues, and profits thereof and of every part thereof to and for his own use and benefits, without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the vendor or by person or persons lawfully or equitably claiming by from under or in trust for him or any of them AND THAT free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the vendor well and sufficiently saved, defended and kept harmless and indemnified of and from and against all former and other estate, title, charges and encumbrances whatsoever either already or thereafter had, made, executed, occasioned or suffered by vendor or by any other person or persons lawfully or equitably claiming or to claim, by from, or under or in trust for him AND FURTHER they the vendor having lawfully or equitably claiming any estate, right, title or interest under law or in equity in the said property hereby granted, conveyed, transferred or assured or any part thereof by, from, under or in trust for him, vendor shall and will from time to time and at all times hereafter at the request and cost of the vendor do and execute all such further and other lawful and reasonable acts, deeds, things, matters, conveyances and assurances under law whatsoever for better, further and more perfectly and absolutely granting and assuring unto and to use of the purchaser/s as shall or may be reasonably required by the purchaser/s, his/her/their heirs or assignees or his/her/their counsel in laws for assuring the said property and every part thereof hereby granted, conveyed, transferred and assured unto and to the use of the purchaser/s in manner aforesaid AND the vendor doth hereby covenant with the purchaser/s that the vendor has not at any time heretofore made, done, executed, omitted, committed or knowingly or willingly suffered or been party or privy to any act, deed, matter or thing whereby or by reason or means whereof he is prevented from granting, transferring and conveying the said property in the manner aforesaid or whereby the same or any part thereof is, can be, may be, charged, encumbered, impeached or prejudicially affected in estate, title or otherwise howsoever.

That, the vendor has paid all taxes of Municipal, Electric Charges of Torrent Power Limited up to date and the liabilities, outstanding of said Taxes, Electric Bill if any till the date of execution of this Deed of Conveyance, shall be paid by vendor and henceforth the said taxes shall be paid by the purchaser/s.

The Vendor has handed over the vacant and peaceful possession of the property, which is in possession of vendor to the purchaser/s as on today. The purchaser/s has/have taken over the possession of the said property as owner/s.

<u>THE VENDOR DECLARES THAT:-</u>

(i) The Vendor hereby declare, agree and undertake to sign necessary applications, give statements etc. which, will be required to get the name of purchaser mutated as transferee of the said property in the government records and Municipal records and Torrent Power Ltd. records and other relevant records.

(ii) The Promoter shall not have any claim on F.S.I, additional F.S.I and terrace rights after Building Use permission has been obtained, such rights if any will be owned by the “Association of Allottee”

(iii) That the purchaser/s is/are satisfied with the title to the said land and property. Accordingly the purchaser/s shall not raise any objection thereof in future.

(iv) That the scheme shall always be known as "……………………..." and this name shall not be changed in any circumstances. However the vendor may change this name or give any other names to different wings.

(v) The purchaser/s shall at no time demand partition of his/her/their/its interest in the building or the project or the said land. It is agreed and declared by the purchaser/s that his/her/their/its interest is impartible.

(vi) That the purchaser/s shall abide by the rules & regulations of Ahmedabad Municipal Corporation, Torrent Power Limited, local bodies and other authorities and shall attend answer and shall be responsible for all actions.

(vii) That the purchaser/s shall not use the said property or permit the same to be used for any for which it is meant or which may or is likely to cause nuisance or annoyance to occupiers of other property nor for any illegal or immoral proposes or for the purpose prohibited by law.

(viii) That the Vendor shall have full power and absolute authority to dispose of any of the property or any part of the project. The same shall be binding upon the purchaser/s and the purchaser/s shall not have any right or authority to dispute, challenge or take objection for the same. Due consideration to these exclusions is given in fixing the amount agreed to be paid and contributed by the purchaser/s as aforesaid.

(ix) That the purchaser shall not use or permit to be used the common passages, stairs, staircases or any other open areas, spaces, margin lands, etc., for waiting storage or keeping any articles or things in any other manner.

(x) That the Vendor is going to form a service society under the Gujarat Co. Operative Societies Act, 1961 of the purchaser/s of the property in the building/s. The purchaser/s will be required to become member of such society. Such society will manage, maintain, control, monitor and look after the matters relating to common maintenance and other common interest of the purchaser/s and other purchasers of the property in such building, including common amenities, facilities, services and infrastructure of the building and the project in general.

(xi) That notwithstanding other provisions herein, any arrangement that may be worked out by the Vendor for or in the matter of maintenance of the common amenities, facilities and services of the project, to hold and use common maintenance fund, the rules and regulations regarding use, occupation and enjoyment of common amenities, facilities and services and other matters and things of common interest shall be binding upon the prospective purchaser/s herein and other purchasers of the property in the same.

(xii) The purchaser/s shall insure and keep insured the said Unit/Shop/Office against loss or damage by fire, earthquake, riot, war, floor, civil, commotion, act of God or such other risks to the full value thereof in the name of the purchaser/s with nationalized insurance company of repute having office at Ahmedabad and whenever required he shall produce to the Vendor / Service Society the policy /policies of such insurance and the receipt for the last premium paid in respect thereof. In the event of the said Unit/Shop/Office being damaged or destroyed by fire / earthquake or otherwise the purchaser/s shall expend the insurance money for the repair, rebuilding or reinstatement of the said Unit/Shop/Office as soon as reasonable, practical and required.

(xiii) That the Purchaser has perusal and verified title to the property and the Purchaser has satisfied with the title and development of the scheme.

(xiv) That the Purchaser has taken inspection of the said Unit/Shop/Office and has check, verified and satisfied about its area, measurements and that the said Unit/Shop/Office is duly complete in all respect with all utilities of water, sewerage, electrification, plumbing and all required common amenities, facilities and services.

(xv) That the Purchaser shall not put any notice / sign board on the said Unit/Shop/Office or any part thereof of the project without the written consent of the Vendor.

(xvi) That the Purchaser shall not use said Unit/Shop/Office other than commercial purpose and not throw dirt, garbage or other things from the said Unit/Shop/Office in common area or otherwise.

(xvii) The Purchaser shall pay maintenance deposit and maintenance charges to the service society as per rules and regulations of the society.

(xviii) That the purchaser/s hereby irrevocably agree that the terrace situated above the Top Floor of the said building shall always be kept common. It shall be treated as common property or common facility of the building. All purchasers hereby further agrees that access to the said Common Terrace situated on the Top Floor shall be only through Common Staircase and Lift provided in the building. The occupiers of the said common terrace situated on the Top Floor and their invitees shall always be entitled to use the common stair cases, lifts, all common facilities etc., at par with other member/s of building. The purchaser/s and its transferees shall not entitled to put sign boards, advertisement boards, neon boards, TV dish antenna, etc., on the terrace. The purchaser/s shall not has/have and/or claim any right, title or interest in the said common terrace of the building. No construction of any nature whatsoever including construction of towers for communication purposes shall be allowed on the said common terrace and it shall always be kept open. The purchaser/s hereby accepts the above mentioned rules and regulations for use of common terrace and shall not be entitled to raise any objection or dispute against the vendor or the possessor of any Units/Shops in this regard.

(xix) The purchaser/s shall have no claim and /or legal title with respect to any part of the said scheme, including but not limited to its common roads, common infrastructure facilities, amenities and services, save and except in respect of the said Unit/Shop/Office agreed to be reserved for him/her/it/them. The said facilities shall always be of the possession of service society, and the purchaser/s and others shall be permitted to use, and enjoy the same as per the rules and regulations of service society from time to time.

(xx) The purchaser/s after obtaining possession shall be responsible and liable to bear and pay, at actual, all taxes, cesses, dues and impositions of every description of AMC, and/or any other public bodies and authorities, which directly or indirectly relate to or pertain to the said Unit/Shop/Office and undivided share in the land.

(xxi) All common expenses and outgoings of security, sweeping, cleaning, lightening, maintenance, repair, replacement, etc., of the said scheme and amenities, facilities services, conveniences, utilities and infrastructure therein; common expenses of administrative, management, staff, personals, maintenance of accounts and records and other similar or other related matters (all Common Interest Matters); and any other expenses of common nature, as may be fixed by the vendor, shall be borne and paid by the purchaser/s and other purchasers of the other premises of said scheme.

(xxii) The purchaser/s shall not without the written permission of Vendor / service society let, sub-let, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose off the said Unit/Shop/Office nor assign, underlet or part with his/her/its/their interest or the benefit thereof or of this agreement or any part thereof until the purchaser/s shall have paid to first party all the moneys payable to first party under this agreement and shall have obtained prior approval of Vendor / service society, which may be granted (not obligatory) subject to such conditions as may be imposed by Vendor / service society. In the event the purchaser/s are desirous of selling the said Unit/Shop/Office he/she/it/they shall comply with the following;

(i) The purchaser/s shall give 30 days prior notice in writing about his/her/its/their intention to sell the said Unit, informing about the new purchaser/s thereof and shall obtain No Objection Letter from vendor / service society prior to sale, which shall not be unreasonably withheld by Vendor / service society.

(ii) All terms and conditions laid down in this sale deed and framed by service society binding to the purchaser/s shall also be binding to the new purchaser/s .

(iii) If purchaser/s is/are desirous to let/to give on rent/on lease the said Unit/Shop/Office then he/she/it/they will obtain prior written permission from service society and also will provide details to the concerned Police Station, of person/s to whom the said Unit/Shop/Office is let/given on rent/on lease. The purchaser/s is/are entirely responsible for the same and Vendor /service society has no liability in this regard.

(iv) The purchaser/s agrees that he/she/it/they will not keep paying guests in the said premises.

(xxiii) The Vendor / Service Society shall, in respect of any amount remaining unpaid by the Purchaser under the terms and conditions of the scheme, have a first lien and charge on the said Unit/Shop/Office.

(xxiv) All the expenses such as Stamp duties, Registration Charges, Service Tax, GST, Vat, Computer charges, Advocate's fees, in respect of the aforesaid property shall be borne and paid by the purchaser/s only.

(xxv) That, the Vendor shall indemnify to the purchaser that after handing over possession of the Unit/Shop/Office to the purchaser if any structural defect in the Unit/Shop/Office or the building in which the Unit/Shop/Office are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Vendor at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Vendor, compensation for such defect in the manner as provided under the Act.

(xxvi) That, the purchaser has paid parking charges to the builder and builder has allotted parking to the purchaser as per rules of the scheme and the purchaser shall not use parking space in any other purpose except car parking. The purchaser shall have no right to transfer allotted parking space to any person, however the purchaser shall have right to transfer allotted parking along with unit/shop/office premises.

(xxvii) That, scooter parking will be provide to each office as per admeasurements in common area and will be allocated pro-rata basis per office and will be decided by the vendor, which will be binding to the purchaser.

(xxviii) That the said property is situated within village limits of .... Police Station, however it is not listed in disturbed areas under The Gujarat Prohibition of Transfer of Immovable Property and Provisions for

Protection of Tenants from Eviction from Property in Disturbed Area Act, 1991, hence the disturb area permission is not required under the said law for transfer/sale of the said property.

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 inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act 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.

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, thereunder.

IN WITNESS WHEREOF VENDOR and the purchaser/s have set and subscribed their respective hands hereto in the manner hereinafter appearing on the day and the year hereinabove written.

-: SCHEDULE-I ABOVE REFERRED TO :-

(Description of Property)

ALL THAT undivided proportionate share ……… Sq. Mtrs. in the piece and parcel of Non-agricultural land bearing Final Plot No. 93/2 of T. P. Scheme No. 3 and Sheet No. 14 of City Survey No. 1240 admeasuring 1593 sq. mtrs. {as per plan of Ahmedabad Municipal Corporation, the same is 1492.48 sq. mtrs.} (T. P. S. No. 3/2 as per City Survey Extract) of Mouje Usmanpura of Taluka Sabarmati in the

District of Ahmedabad and Registration Sub-District of Ahmedabad-2 (Vadaj) together with superstructure being Unit/Shop/Office No. …….. admeasuring ……………….. Sq. Mtrs. (Carpet Area) on ……………….. Floor in a building known as "…………………." situated at ORR AMC Office, Opp. AUDA Garden, Usmanpura, Ahmedabad and the same is bounded as follows;

East :
West :
North :
South :

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

-: SCHEDULE-II ABOVE REFERRED TO :-

(Particulars of Payment Consideration)

Received a sum of Rs……………………../- (Rupees ………………………….. Only) as under.

Sr. No.	Cheque / DD / Pay-Order / RTGS / NEFT No.	Date	Bank	Branch	Amount Rs.

RECEIVED ON THE DAY AND YEAR FIRST HEREINABOVE WRITTEN WE SAY TO HAVE RECEIVED FROM THE PURCHASER/S HEREIN THE SUM OF RS………………………../- (RUPEES ……………………………. ONLY).

ATUL BABUBHAI SHAH

SIGNED AND DELIVERED BY WITHIN NAMED
"THE VENDOR" :

____

ATUL BABUBHAI SHAH

IN THE PRESENCE OF;

1. ____________________

2.____________________

PHOTO OF PROPERTY

===

Unit/Shop/Office No. …….. on ……… Floor in a building known as

"……………………."

===

VENDOR : PURCHASER :

________________ ________________

PHOTO OF PROPERTY

===

Unit/Shop/Office No. …….. on ……… Floor in a building known as

"…………………….."

===

VENDOR : PURCHASER :

_______________ _______________

SCHEDULE UNDER SECTION 32(A) OF THE REGISTRATION ACT

VENDOR : Photo Thumb Impression

ATUL BABUBHAI SHAH

PURCHASER:

(…………………………………………………………….)