AGREEMENT TO SELL

(WITHOUT POSSESSION)

THIS AGREEMENT made at Ahmedabad this _______day of ________________, 2019 BETWEEN

(1) Shri Rasikbhai Maganbhai (P.A.No.AZYPP5959L) adult, Occupation Business, Indian National and residing at 33, Dhanashree Bunglows, Science City Road, Sola, Ahmedabad – 380 060 (2) **Shri Jayantibhai Maganbhai (P.A.No.CSLPP4064Q)** adult, Occupation Business, Indian National and residing at 37, Raj Residency, Nr. Shalin Residency, Shilaj, Ahmedabad – 380 059 **(3) Shri Hareshbhai Rasikbhai Patel, (P.A.No.BDRPP9680G)** adult, Occupation Business, Indian National and residing at 33, Dhanashree Bunglows, Science City Road, Sola, Ahmedabad – 380 060 **(4) Shri Kaushikbhai Ambalal Patel, (P.A.No.AFAPP3695M)** adult, Occupation Business, Indian National and residing at C-86, Sarvoday Soc. Part-1, Ghatlodia, Ahmedabad – 380 061 **And (5) Shri Pareshbhai Ambalal Patel, (P.A.No.AFAPP3693P)** adult, Occupation Business, Indian National and residing at 6-Shangrila-2, Zydus Hospital Road, Hebatpur, Thaltej, Ahmedabad – 380 054.

(hereinafter collectively referred to as "the **Vendor No. 1/OWNERS**") which expression shall unless it be repugnant to the context or meaning thereof mean to include their respective heirs, executors, administrators and assigns of the **FIRST PART.**

M/s. CAPTOWN INFRACON, (P.A.No.AANFC6537B) a partnership firm constituted and registered under the provisions of the Indian Partnership Act, 1932, having its principal place of business and office situated at First Floor, 6, Devarshi Complex, Surdhara Circle, Thaltej, Ahmedabad – 380 054 (hereinafter called **"the Vendor No. 2 / Developer"**) which expression shall unless it be repugnant to the context or meaning thereof mean to include the partners of the said firm at present and from time to time and their respective heirs, executors, administrators and assigns of the of the **SECOND PART**.

"THE VENDOR NO. 1 AND THE VENDOR NO. 2 shall hereinafter be referred to as "The Vendors"

AND

1) Mr. ____________ (P.A.No.__________________)

Occupation _____________________

2) Mrs. _________________ (P.A.No.________________)

Occupation _____________________

Both Adults and Residing at ___________________________

____

Hereinafter referred to as **"THE PURCHASER"** (which expression shall wherever the context so permits be deemed to mean and include and shall always be deemed to mean and include in case of individual/s his/her/their heir/s , executor/s, administrator/s, in case of Proprietary Firm, its Sole Proprietor, his/ her heirs, executors, administrators, successors, in case of Partnership firm, Partner/Partners for the time being and from time to time of the said firm and their respective heirs, executors, administrators and in case of Company its Successors and assigns) of the **OTHER PART**.

WHEREAS under and by virtue of a Deed of Conveyance dated 03/10/1997 executed by Shri Natwarlal Keshavlal in favour of (1) Ambalal Maganlal (2) Rasikbhai Maganbhai and (3) Jayantibhai Maganbhai and registered with the office of the Sub-Registrar, Ahmedabad - 3 (Memnagar) on 03/10/1997 under Serial No. 3029, and thereafter as per the devolution of title as recorded in the revenue records pertaining to the below mentioned Land, the Vendor No.1 are absolutely seized and possessed of otherwise well and sufficiently entitled to the Freehold Non-Agricultural Residential and Commercial Use lands bearing Final Plot No.49 admeasuring 8890 sq. mtrs. of Town Planning Scheme No. 216 (SHILAJ) allotted in lieu of Revenue Survey No. 813 admeasuring 12700 sq. mtrs. of Mouje Shilaj of Ghatlodia Taluka in the Registration District of Ahmedabad and Sub-District of Ahmedabad – 9 (Bopal) hereinafter for the sake of brevity called as **"The said project land"** more particularly described in the **FIRST SCHEDULE** hereunder written.

AND WHEREAS necessary Permission for using the said project land for Non Agricultural Residential use purpose has been granted by the Collector, Ahmedabad vide his Order No. C.B./CTS-2/N.A./SHILAJ/S.NO./BLOCKNO.813/SR–1230/2017 dated 01/06/2018.

AND WHEREAS the necessary revised Permission for using the said project land admeasuring 8890 sq. mtrs. for Non Agricultural Multipurpose Use has been granted by the Deputy Collector, Ahmedabad vide his Order No.: 300/07/17/053/2019 dated 14/06/2019.

AND WHEREAS pursuant to a Development Agreement dated 28-05-2019 executed by the Owners in favour of the Developer and registered with the office of the Sub-Registrar Ahmedabad – 9 (Bopal) on 28-05-2019 under Serial No. 6918, the Owners have granted the Development right on the said project land in favour of the Developer on the terms and conditions mentioned therein.

AND WHEREAS in accordance with the permission and plans duly granted/approved by Ahmedabad Municipal Corporation vide its Commencement Letter, Permission (Rajachitthi) bearing (1) No. 01723/110119/A1659/R0/M1 and Case No. BHNTI/NWZ/110119/CGDCRV/A1659/RO/M1 (2) No. 01724/110119/A1660/R0/M1 and Case No. BHNTI/NWZ/110119/CGDCRV/A1660/RO/M1 (3) No. 01725/110119/A1662/R0/M1 and Case No. BHNTI/NWZ/110119/CGDCRV/A1662/RO/M1 and (4) No. 01726/110119/A1663/R0/M1 and Case No. BHNTI/NWZ/110119/CGDCRV/A1663/RO/M1 all dated 01/05/2019, the Developer is in process of developing the said project Land pursuant to the approved plans by constructing a residential and commercial scheme thereon to be known as **"CAPTOWN ENHANCE"** comprising of 5 (Five) separate Buildings bearing (I) BLOCK NO. A (II) BLOCK NOS. B+ C + D and (III) BLOCK NO. E wherein (I) Block No. A is consisting of Ground Floor (Commercial Use), First Floor (Commercial Use) Second Floor to Fourteenth Floor (Residential Use), Stair Cabin and Lift Room (II) Block Nos. B + C + D is consisting of First Cellar (Parking), Second Cellar (Parking), Ground Floor (Commercial and Parking) , First Floor to Fourteenth Floor (Residential Use), Stair Cabin and Lift Room and (III) Block No. E is consisting of Ground Floor (Commercial and Parking and Electric Sub Station), First Floor to Fourteenth Floor (Residential Use), Stair Cabin and Lift Room together with all Common amenities and facilities provided therein and required for the beneficial enjoyment of the said Blocks/Buildings of the Residential/Commercial Units in the said buildings and the said entire Scheme (hereinafter referred to as "the said Building/Scheme).

AND WHEREAS the Vendor No.1 has agreed to sell proportionate undivided share to the extent of _________ sq. mtrs. in the said project Land and the Vendor No. 2 have agreed to sell the constructed property being Shop/Unit No. __________ admeasuring ____ sq. fts. i.e _________ sq. mtrs. (Carpet area) on ___________ Floor of Block No. ____ of the said project/Scheme known as **"CAPTOWN ENHANCE"** (the said constructed property is hereinafter referred to as **"the said Shop/Unit"**) more particularly described in the **SECOND SCHEDULE** hereunder written to the PURCHASER and the PURCHASER has agreed to purchase the same at or for the total price/consideration and on the terms and conditions mutually agreed by and between them and mentioned hereunder. The Purchaser shall be entitled to proportionate undivided share in the Common Assets with right to use all the Common Amenities and facilities provided in the said Building/Scheme to be used in common with other Purchasers of the commercial units therein. The said proportionate undivided share in the said Land, the said Shop/Unit and Common Amenities and facilities provided in the said Building/Scheme shall hereinafter be collectively referred to as ("the said Property"). The common amenities and facilities to be provided for the exclusive use of the Purchaser/s of the commercial units in the said project/scheme are more particularly described in the **FOURTH SCHEDULE** hereunder written.

AND WHEREAS the certified true copies of the Plans as sanctioned and approved by the Ahmedabad Municipal Corporation of the

Unit/Shop agreed to be purchased by the Purchaser, have been attached hereto and marked as **Annexure 'A'** respectively.

AND WHEREAS the Vendors have registered the said project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") with the Real Estate Regulatory Authority at Gandhinagar under no. ____ dated ____________; a certified true copy of the said registration is attached as **Annexure 'B'** hereto.

AND WHEREAS the carpet area of the said Shop/Unit shall mean the net usable area excluding the area covered by external walls, area under service shafts, exclusive of balcony or verandah area and exclusive open terrace area but includes the area covered by internal partition walls of the said Shop/Unit as defined in Section 2 (k) of the said Act.

AND WHEREAS, on demand from the Purchaser, the Vendors have given inspection to the Purchaser of all the documents of title relating to the said Project Land and the Plans, designs and specifications prepared by the Developer's Architect ___________ and of such other documents as are specified under the said Act and the Rules and Regulations made there under and the Purchaser is satisfied with the same in all respects.

AND WHEREAS, the certified copy of Certificate of Title issued by the Advocate of the Vendors, certified copies of extract of Village Forms No. VI, VII and XII and all other relevant revenue record showing the nature of the title of the Vendors to the said Project Land on which the said Shop/Unit is to be constructed have also been inspected by the Purchaser and accordingly the Purchaser is satisfied with the same in all respects.

AND WHEREAS, the Vendors have obtained the approvals from the concerned local authority(s) to the plans, the specifications, elevation, of the said building/s and shall obtain the balance approvals (if any further required) from the concerned authorities from time to time, so as to obtain Building Completion Certificate/Occupancy Certificate for the said Building/s.

AND WHEREAS, while sanctioning the said plans, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which shall be observed and performed by the Vendors while developing the said Project Land and the said Scheme/Buildings so as to obtain the necessary Building Completion Certificate/Occupancy Certificate for the said Building/s from the concerned local authority.

AND WHEREAS the Vendors shall be entitled to sell the remaining undivided share in the said project land together with remaining Shops/Units in the said Building with right to use all the common amenities and facilities provided therein and to be used in common with other commercial unit Purchaser/s by Agreement to Sell also similar to these presents and on such price and terms and conditions as may be agreed upon by the Parties therein.

AND WHEREAS the Vendor No.2 has provided separate common amenities and facilities for the purchasers of the Residential Units of Block Nos. A+B+C+D+E in the said Buildings/ Blocks for their exclusive use only and more particularly described in the **THIRD SCHEDULE** hereunder written, which amenities and facilities cannot be used by the purchasers of Commercial Units of Block Nos. A+B+C+D+E in the said Scheme. Also, the Vendor No.2 has also provided separate common amenities and facilities for the purchasers of the Commercial Units of Block Nos. A+B+C+D+E in the said Scheme for their exclusive use only and more particularly described in the **FOURTH SCHEDULE** hereunder written, which amenities and facilities cannot be used by the purchasers of Residential Units in the said Scheme. Lastly, there are certain amenities and facilities which are provided by the Vendor No.2 for general and common use of all the purchasers of both the commercial and residential Units in the said Scheme which amenities and facilities are more particularly described in the **FIFTH SCHEDULE** hereunder written, which can be used by all the Purchasers in the entire scheme.

AND WHEREAS, prior to the execution of these presents the Purchaser has paid to the Vendor No. 2 a sum of **Rs.___________ (Rupees ____ Only)** being part payment of sale consideration of the said property agreed to be sold by the Vendors to the Purchaser, as advance payment in the manner mentioned in Annexure 1 attached hereto (the payment and receipt whereof the Vendors hereby admit and acknowledge) and the Purchaser has agreed to pay the balance of the sale consideration in the manner hereinafter appearing.

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 hereafter;

AND WHEREAS, under Section 13 of the said Act, the Vendors are required to execute a written Agreement for Sale of the said property with the Purchaser, being in fact these presents and also to register the Agreement under the provisions of the Registration Act, 1908.

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

1. The Vendor No. 2 shall construct a residential and commercial scheme thereon to be known as **"CAPTOWN ENHANCE"** comprising of 5 (Five) separate Buildings bearing (I) BLOCK NO. A (II) BLOCK NOS. B+ C + D and (III) BLOCK NO. E wherein (I) Block No. A is consisting of Ground Floor (Commercial Use), First Floor (Commercial Use) Second Floor to Fourteenth Floor (Residential Use), Stair Cabin and Lift Room (II) Block Nos. B + C + D is consisting of First Cellar (Parking), Second Cellar (Parking), Ground Floor (Commercial and Parking), First Floor to Fourteenth Floor (Residential Use), Stair Cabin and Lift Room and (III) Block No. E is consisting of Ground Floor (Commercial and Parking and Electric Sub Station), First Floor to Fourteenth Floor (Residential Use), Stair Cabin and Lift Room together with all Common amenities and facilities provided therein and required for the beneficial enjoyment of the said Blocks/Buildings of the Residential/Commercial Units in the said buildings and the said entire Scheme as per plans/revised plans, designs and specifications duly approved by Ahmedabad Municipal Corporation at present or amended (if required) from time to time.

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 said Shop/Unit agreed to be sold to the Purchaser except any alteration or addition required by any Government authorities or due to change in any law/s.

1.a (i) The Purchaser hereby agrees to purchase from the Vendors and the Vendors hereby agrees to sell to the Purchaser proportionate undivided share to the extent of _________ sq. mtrs. in the said project Land and the said

Shop/Unit No. _______ admeasuring _______ sq. fts. i.e _______ sq. mts. (Carpet area) on ________ Floor of Block No.____ of the said project/Scheme known as **"CAPTOWN ENHANCE"** more particularly described in the Second Schedule hereunder written together right to use the common areas and facilities appurtenant to the said Shop/Unit, the nature, extent and description of the common areas and facilities, which are more particularly described in the **FOURTH SCHEDULE** hereunder written at or for the aggregate price/consideration of **Rs.______________/- (Rupees ________________________________ Only)** which aggregate price includes Rs.__________/- (Rupees _______________________only) being the proportionate price of undivided share in the project land which shall be payable by the Vendor No. 2/Developer to the Vendor No.1/Owners at the time of execution of Conveyance Deed in favour of the Purchaser.

(ii) The Purchaser shall be entitled to use the parking space in front of the Commercial Portion of the said Scheme and part of the 1st Cellar as per the rules and regulations of the Service Society from time to time.

1(b) The total aggregate consideration amount for the Shop/Unit, proportionate price of undivided share in the project land and undivided share in the common areas and facilities appurtenant to the said Shop/Unit and agreed to be sold hereunder shall be as mentioned herein above i.e. **Rs._________/- (Rupees __________________ _______________________ Only),** which the Purchaser hereby agrees.

1(c) 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 part consideration amount and hereby agrees to pay to that Vendor the balance amount of Rs _______ (Rupees ______________) in the following manner or as may be mutually agreed by and between the Vendor and Purchaser hereto:-

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

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

iii. Amount of Rs. __________/- (Rupees ______) (not exceeding 70% of the total consideration) to be paid to the Vendor 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. __________/- (Rupees ______) (not exceeding 75% of the total consideration) to be paid to the Vendor on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

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

vi. Amount of Rs. __________/- (Rupees ______) (not exceeding 85% of the total consideration) to be paid to the Vendor 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. __________/- (Rupees ______) (not exceeding 95% of the total consideration) to be paid to the Vendor 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. __________/- (Rupees ______) against and at the time of handing over of the possession of the Apartment to the Purchaser on or after receipt of occupancy certificate or completion certificate.

And more particularly mentioned in **ANNEXURE 2** attached hereto or as may be mutually agreed by and between the Vendor and Purchaser hereto.

The Vendors hereby agree and declare that all payments under this Agreement shall be paid to Vendor No.2 only and such payment shall be deemed to be received by the both the Vendors herein and accordingly the Vendors shall settle all accounts by and between them and the Purchaser shall on such payment shall be fully discharged of his/her/its obligation for payment under this Agreement.

1(d) (a) The total price as stated above exclude:

(i) Taxes (consisting of tax paid or payable by the Vendor by way of GST, Value Added Tax, Service Tax, and 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 said property, which shall be separately payable by the Purchaser in the manner as may be decided by the Vendor.

(ii) Preferential Location Charge (if any), and Payment of expenses for any extra work/Alteration/Addition to the constructed Unit as decided at the time of booking of the Unit.

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

(iv) UGVCL charges relating to electricity connection - electrical power, laying of cable charges, installation of transformer or sub-station or other equipments and instruments; payment of security and other deposits; and all and every other costs, charges and expenses relating to the same or the matters incidental or ancillary to the aforesaid.

(v) All and every cost, charges and expenses and deposits to be paid for obtaining water and drainage connection from Ahmedabad Municipal Corporation.

(vi) All and every costs, charges and expenses for sanction of development and construction plans and specifications, etc. from Ahmedabad Municipal Corporation and all other concerned authorities; security deposits, scrutiny fees, FSI costs and all and every other costs, charges and expenses relating to the same or the matters incidental or ancillary to the aforesaid.

All and every cost, charges and expenses referred to in clauses 1(d) (a) (i) to (vi) shall be borne and paid by the Purchaser to the VendorNo.2 additionally i.e over and above the amount mentioned in clauses 1 (a) and (b) hereinabove. Such payment shall be made by the Purchaser to the Vendor No.2 as and when demanded by the Vendor No.2 failing which, the Purchaser shall be liable to pay interest at the rate agreed hereunder for the delayed period on the outstanding amount till payment is made to the Vendor No. 2. Further, in any event, such outstanding amounts with interest thereon shall be paid by the Purchaser to the Vendor No. 2 before the execution and registration of the Deed of Conveyance by the Vendors in favour of the Purchaser.

1(e) The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Vendors undertake and agree that while raising a demand on the

Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Vendors 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.

1(f) The Vendor No. 2 may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser by discounting such early payments @ (Six) 6 % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser by the Vendors.

1(g) The Vendor No.2 shall confirm the final carpet area that has been allotted to the Purchaser 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 Vendors. If there is any reduction in the carpet area within the defined limit then Vendors shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate of (six) 6%, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Vendors shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause l (a) of this Agreement.

1(h) The Purchaser authorizes the Vendors 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 Vendors may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Vendors to adjust his payments in any manner.

2.1 The Vendor No.2 hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the Shop/Unit to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Shop/Unit.

2.2 Time is essence for the Vendors as well as the Purchaser. The Vendors shall abide by the time schedule for completing the project and handing over the Shop/Unit to the Purchaser and the undivided share in the project land and common areas to the Purchaser or Service Society/Association 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 Vendors as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Vendor No.2 hereby declares that the Floor Space Index available as on date in respect of the project land is 16002 square meters only and Vendor No.2 has planned to utilize Floor Space Index of 8001 square meters in accordance with the Development Control Regulation by purchase of

additional FSI by payment of premium or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Vendor No.2 has disclosed the Floor Space Index of 2.7 as proposed to be utilized by it on the project land in the said Project and Purchaser has agreed to purchase the said Apartment/Unit based on the proposed construction and sale of Apartment/Units to be carried out by the Vendor No.2 by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendor No.2 only. The Vendor No. 2 further states that it shall not have any claim over additional future FSI, terrace and common area rights after Building Use Permission has been obtained and such rights shall if any be enclosed to the service society/association of the Purchasers of the said Scheme.

4.1 If the Vendor No.2 fails to abide by the time schedule for completing the project and handing over the Shop/Unit to the Purchaser, the Vendor No.2 agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest at the rate of (six) 6 % per annum, 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 Vendors, interest at the rate of (six) 6 % per annum, on all the delayed payment which become due and payable by the Purchaser to the Vendors under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Vendors.

4.2 Without prejudice to the right of Vendors to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Vendors 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 Vendors shall at his own option, may terminate this Agreement:

Provided that, Vendors 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 its 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 Vendors within the period of notice then at the end of such notice period, Vendors shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Vendors shall refund to the Purchaser (subject to adjustment and deduction of agreed liquidated damages to the extent of 10% of the total aggregate consideration payable by the Purchaser as mentioned in Clause 1 (b) herein above) within a period of thirty days of the termination, the installments of sale consideration of the Shop/Unit which may till then have been paid by the Purchaser to the Vendors. The Purchaser hereby irrevocably agrees that the Vendors shall be entitled to deduct the agreed liquidated damages to the extent of 10% of the total aggregate consideration payable by the Purchaser as mentioned in Clause 1 (b) herein above in the circumstances as stated above and the Purchaser shall not in any event or manner challenge or object to the same.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with

brand, or price range to be provided by the Vendor No.2 at its option in the said building and the Shop/Unit are as set out in **Annexure 'C'**, annexed hereto. In the event, the Purchaser requests the Vendor No.2 to make any addition or alteration in the Shop/Unit as permissible under relevant law/s or change/upgrade in any internal fittings/materials, the Purchaser shall be liable to pay such amount/s as may be agreed upon by and between the Vendor No.2 and Purchaser in addition to the amounts payable under this Agreement.

6. The Vendor No.2 shall give possession of the Shop/Unit to the Purchaser on or before 27/05/2024. If the Vendor No.2 fails or neglects to give possession of the Shop to the Purchaser on account of reasons beyond its control and of its agents by the aforesaid date then the Vendor No.2 shall be liable on demand to refund to the Purchaser the amounts already received by it in respect of the Shop/Unit with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Vendor No.2 received the sum till the date the amounts and interest thereon is repaid.

Provided that the Vendor No.2 shall be entitled to reasonable extension of time for giving delivery/possession of Shop/Unit on the aforesaid date, if the completion of building in which the Shop/Unit 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.

7.1. Procedure for taking possession - The Vendors, 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 Shop/Unit, to the Purchaser in terms of this Agreement to be taken within 15 (Fifteen) from the date of issue of such notice and the Vendors shall give possession of the Shop/Unit to the Purchaser. The Vendors agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendors. The Purchaser agree(s) to pay the maintenance charges as determined by the Vendor No.2 or Service Society/association of Purchasers, as the case may be. The Vendors on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

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

7.3. Failure of Purchaser to take Possession of Shop/Unit: Upon receiving a written intimation from the Vendors as per clause 7.1, the Purchaser shall take possession of the Shop/Unit from the Vendors by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendors shall give possession of the Shop/Unit to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable.

7.4. If within a period of **five years** from the date of intimation for handing over the Shop to the Purchaser, the Purchaser brings to the notice of the Vendor No.2 any structural defect in the Shop or the building in which the Shop/Unit are situated or any defects directly attributable to the Vendor No.2 on account of workmanship, or provision of service, then, wherever possible such defects shall be rectified by the Vendor No.2 at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Vendor No.2, compensation for such defect in the manner as provided under the Act. Provided that the Vendor No.2 shall not be liable in respect of any structural defect or defects on account of workmanship or provision of service which cannot be attributable to the Vendor No.2 or beyond the control of the Vendor No.2 or which occur due to normal wear and tear or by reason attributable to the Purchaser.

8. The Purchaser shall use the Shop/Unit or any part thereof or permit the same to be used only for purpose of commercial use and not for any other purpose including Video Game Parlour, Garage, Non Vegetarian Restaurant, Flour Mill, Fabrication Work, or hostel/hotel use. Further it is hereby expressly agreed by the Purchaser hereto that the purchaser shall not be entitled to use any common areas in the front of the unit/shop or any other area within the said scheme for any commercial purpose whatsoever. The Purchaser shall use the parking space only for purpose of keeping or parking vehicle and shall not store any other items in the said space. Further, the Purchaser shall not be entitled to use the said Shop/Unit or permit the same to be used in a manner which may or is likely to cause nuisance or annoyance to occupiers of the other Shops/Units nor for any illegal or immoral purposes or for the purposes prohibited by law, nor use the same or allow use of the same for overnight stay in any manner.

9. The Purchaser along with other Purchaser(s)s of Shops/Units in the building/Project/Scheme shall join in forming and registering the Commercial Service Society or Association or a Limited Company to be known by such name as the Vendor No.2 may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Vendor No.2 within seven days of the same being forwarded by the Vendor No.2 to the Purchaser, so as to enable the Vendor No.2 to register the common organisation of Purchaser. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 Within 15 days after notice in writing is given by the Vendors to the Purchaser that the Shop/Unit 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 Shop) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, electricity expenses for common areas, facilities, lights and elevator services, repairs and salaries of clerks, bill collectors, Security, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. The Parties hereto agree that the Vendor No.2

shall be entitled in its sole discretion to maintain the project land and building/s/scheme for the initial period of 2 (Two) years from the date of completion thereof. The Purchaser further agrees that the Purchaser shall pay to the Vendor No.2 in advance provisional monthly contribution of Rs.______/- per square feet per month towards his/her share of the outgoings/maintenance expenses the details of which are as stated in **ANNEXURE - D** of this Agreement for the said period of 2 (Two) years i.e an aggregate amount of Rs.___________/- at the time of execution of the Sale/Conveyance Deed. The amounts so paid by the Purchaser to the Vendor No.2 shall be utilized towards such expenses, however the Purchaser shall not be entitled to demand any accounts in respect of the same for the said entire period of 2 (Two) years. The Purchaser hereby agrees and confirms that after the initial period of 2 (Two) years, the project land and building/s/scheme shall be managed and maintained by the Service Society or Limited Company which is formed, and the Purchaser shall pay to the said Service Society or Limited Company his/her proportionate share of outgoings as may be determined by the managing committee thereof from time to time. Further, In addition to the monthly maintenance expenses, the Purchaser shall deposit and keep deposited with the Vendor No. 2 /Service Society a Fixed Maintenance Deposit in the amount of Rs.__________ /- (Rupees ______________________________________ Only) which amount/interest amount obtained from the same shall be utilized for the maintenance and up keeping of the said Building/Scheme and its common amenities and facilities.

10. Over and above the amounts mentioned in the agreement to be paid by the Purchaser, the Purchaser shall on or before delivery of possession of the said Shop/Unit shall pay to the

Vendor No. 2 such proportionate share of the outgoings as may be determined by the Vendor No. 2 and which are not covered in any other provisions of this agreement.

11. The Purchaser shall pay to the Vendors a sum of Rs._____/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Vendor in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance deed.

12. In the event a separate conveyance of the project Land/common areas/assets, building/structure is required to be executed and registered, even though the Vendor No. 1 has agreed to convey the undivided share in the project Land/common areas/assets, building/structure to the Purchaser directly, the Purchaser shall pay to the Vendors, the Purchasers' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the project Land/common areas/assets, building/structure.

13. REPRESENTATIONS AND WARRANTIES OF THE VENDOR

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

i. The Vendor No. 1 has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and the Vendor No. 2 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 Vendors have 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/block 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/Block and common areas;

vi. The Vendors have 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 Vendors have not entered into any other agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Shop/Unit which will, in any manner, affect the rights of Purchaser under this Agreement;

viii. The Vendors confirm that the Vendors are not restricted in any manner whatsoever from selling the said property to the Purchaser in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the project Land/common areas/assets, building/structure to the Purchaser or Service Society/association of Purchasers the Vendors shall handover lawful, vacant, peaceful, physical possession of the project Land/common areas/assets, building/structure to the Purchaser or the Service Society/Association of the Purchasers;

x. The Vendors have 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 till Building Use Permission in respect of the said Project/Scheme is granted by the Relevant/Competent Authority and thereafter the same shall be paid by the Purchaser proportionately with all other purchasers of the said Project/Scheme;

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 Vendors in respect of the project land and/or the Project.

xii The Owners No. 1, 2, 4 and 5 have executed a Power of Attorney in favour of Owner No. 3 Shri Hareshbhai Rasikbhai Patel to present this Agreement for Sell for Registration with the Office of the Sub-Registrar concerned and admit execution thereof, which Power of Attorney dated ________has been duly registered with the office of the Sub-Registrar Ahmedabad – 9 (Bopal) on _________under Serial No.________ and which is valid and subsisting.

xiii The Vendor No. 2/Developer has by its Letter of Authority dated ____________ authorized its Partner Shri Hareshbhai Rasikbhai Patel to execute this Agreement for Sale and subsequent Documents on its behalf in respect of the said Scheme and present the same for Registration with the Office of the Sub-Registrar concerned and admit execution thereof, which Letter of Authority is valid and subsisting.

14. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Shop may come, hereby covenants with the Vendors as follows :-

i. To maintain the Shop/Unit at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Shop/Unit is taken and shall not do or suffer to be done anything in or to the building in which the Shop is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Shop/Unit is situated and the

Shop/Unit itself or any part thereof without the consent of the local authorities, if required. The Purchaser specifically agrees not to change or add any plumbing lines/water lines in the Shop/Unit in any manner of whatsoever nature and in the event the Purchaser doing so, the Purchaser shall be liable to bear all costs and expenses that may be incurred to rectify damages to any other Shop/Unit in the building or common areas due to such act of the Purchaser.

ii. Not to store in the Shop any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Shop is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Shop is situated, including entrances of the building in which the Shop is situated and in case any damage is caused to the building in which the Shop is situated or the Shop on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Shop and maintain the Shop 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 Shop is situated or the Shop 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.

iv. Not to demolish or cause to be demolished the Shop or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Shop is situated .and shall keep the portion, sewers, drains and pipes in the Shop and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support, shelter and protect the other parts of the building in which the Shop is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Shop whatsoever.

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

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

vii. Pay to the Vendor No. 2 within fifteen days of demand by the Vendor, his/her share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Shop is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the

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

ix. The Purchaser shall not without the prior written permission of the Vendor No. 2 transfer, assign or part with interest or benefit factor of this Agreement until all the dues payable by the Purchaser to the Vendors under this Agreement are fully paid up.

x. The Purchaser shall observe and perform all the rules and regulations which the Service Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof and all resolutions that may be made from time to time for protection and maintenance of the said building and the Shops 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 Service Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Shop 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 Purchaser shall even after execution of the Sale Deed permit the Vendor No.2 and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Shop/Unit, the said buildings or any part thereof to view and examine the state and condition thereof.

xii. The Purchaser shall even after execution of the Sale Deed permit the Vendor No.2 and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

xiii. The Purchaser hereby agrees that Air Conditioners shall be allowed to be placed only at the planned and specific spaces provided by the Vendor No.2 and at no other place outside the Shop/Unit.

xiv. The Vendor No.2 shall decide the place, color and size of the name plate/Board which will be put in entrance of said building for indicating the name of the Unit Purchasers therein. It is hereby agreed that the Purchaser shall not put any other name plate or Board on any part of the building or the said Shop/Unit.

xv. The Purchaser hereby agrees with the Vendors and undertakes to pay amounts liable to be paid by the Purchaser under this Agreement and to observe and perform the covenants and conditions contained in this Agreement and to keep the Vendors indemnified against the said payments and observance and performance of the covenants and conditions contained herein.

xvi. The Purchaser hereby agrees that the said Residential/Commercial Building/scheme shall always be known, as **"CAPTOWN ENHANCE"**, and the name shall not be changed in any circumstances whatsoever.

xvii. The Purchaser hereby agrees that the said Shop/Unit shall be used, occupied and enjoyed by the Purchaser as one Shop/Unit and the Purchaser shall not divide or sub-divide the same for use as more than one Shop/Unit. It has been specifically agreed that the main door of the said Unit shall not be changed, altered in size or location. No other door, window or opening shall be made in the said Shop/Unit other than as made by the Vendor No.2 on completion of the construction of the same.

xviii. The Purchaser hereby agrees that the Vendor No.2 may if it deems fit/viable in its sole discretion provide security, telephone cable, multipurpose cable, TV channels, piped gas line, intercom facility, Internet and other communication facilities and other facilities of common use and purpose in the scheme. These facilities may be provided through any outside agency under contract with him/it on such terms and conditions as may be finalized by the Vendor No.2. Any agreement - arrangement that may be worked out for the same and the terms and conditions thereof will also be binding upon the Purchaser and other members in the scheme. The Purchaser may use such facilities as per rates - price - consideration and terms and conditions as may be fixed be the Vendor No.2 in that regard.

15. The Vendor No.2 shall maintain a separate account in respect of sums received by the Vendor No.2 from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Service 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.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Shops or of the said project land and Building, or any part thereof. The Purchaser shall have no claim save and

except in respect of the Shop/Unit 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 until the same is transferred as hereinbefore mentioned.

17. VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE

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

18. BINDING EFFECT

Forwarding this Agreement to the Purchaser by the Vendors does not create a binding obligation on the part of the Vendors 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, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Vendors. If the Purchaser(s) fails to execute and deliver to the Vendors 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 Vendors, then the Vendors 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.

19. 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 supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Shop/plot/building, as the case may be.

20. RIGHT TO AMEND

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

21. 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 Shop/Unit, in case of a transfer, as the said obligations go along with the Shop/Unit for all intents and purposes.

22. 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.

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

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

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Vendors through its authorized signatory at the Vendor's Office, or at some other place, which may be mutually agreed between the Vendors and the Purchaser at Ahmedabad, and shall be registered at the office of the Sub-

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

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

27. That all notices to be served on the Purchaser and the Vendors 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 Email ID/Under Certificate of Posting at their respective addresses specified below:

Mr.

____

____

____

____

Notified Email ID:

M/s. CAPTOWN INFRACON

First Floor, 6, Devarshi Complex,

Surdhara Circle,

Thaltej,

Ahmedabad – 380 054

Notified Email ID: captowninfracon@gmail.com

It shall be the duty of the Purchaser and the Vendors 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 Vendors or the Purchaser, as the case may be.

28. JOINT PURCHASERS

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

29. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement and the conveyance of the Shop/Unit/undivided proportionate share of land as well as all other documents to be executed by the Vendors in favour of the Purchaser shall be borne by the Purchaser alone.

30. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

31. GOVERNING LAW

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

THE VENDORS declare that the said Property has not been covered or declared to be situated within the SCHEDULE/NOTE/LIST of “Disturbed Areas” as mentioned in the Gujarat Prohibition of Transfer of Immovable Property and Provisions for Protection of Tenants from Eviction from Premises in Disturbed Areas Act, 1986 and hence no permission for sale and transfer of the said property is required under the said Act.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL that piece or parcel of Freehold Non-Agricultural Land bearing Final Plot No.49 admeasuring 8890 sq. mtrs. of Town Planning Scheme No. 216 (SHILAJ) allotted in lieu of Revenue Survey No. 813 admeasuring 12700 sq. mtrs. of Mouje Shilaj of Ghatlodia Taluka in the Registration District of Ahmedabad and Sub-District of Ahmedabad – 9 (Bopal) and bounded as follows:

On or towards the North : By Final Plot No. 58+36+51

On or towards the South	:	By 36 mtrs T.P.S. Road
On or towards the East	:	By Final Plot No. 50
On or towards the West	:	By 12 mtrs T.P.S. Road

THE SECOND SCHEDULE ABOVE REFERRED TO

All that undivided share to the extent of _________ sq. mtrs. in the said land along with constructed property being Shop/Unit No. __________ admeasuring ___________ sq. fts. equivalent to _________ sq. mts. (Carpet Area) on _____________ **Floor** in Block No. _____in the said Scheme known as **"CAPTOWN ENHANCE"** constructed on the said Land together with undivided share in the Common Assets and right to use all the Common Amenities and facilities provided in the said Building/Scheme to be used in common with other Purchasers therein as stated herein.

THE THIRD SCHEDULE ABOVE REFERRED TO

Description of Common Amenities and Facilities to be exclusively used by the Residential Unit Holders of BLOCK NOS. A+B+C+D+E

* Security Cabin; Entrance and Exit Gates
* Parking in the Cellar and Ground Floor as per the rules, regulations and resolutions of the Service Society from time to time
* Lift inside the Residential Area being Lift Nos. 2 in each Block.
* Common Open Plot

* Passage with lights leading to all the Floors and Cellar in the respective Residential Blocks
* Club House located at near common open plot
* Gym located inside club house
* Children play park
* CCTV
* Common Open Terrace above the 14^{th} Floor of each Block
* Overhead and Underground Water Tank

THE FOURTH SCHEDULE ABOVE REFERRED TO

Description of Common Amenities and Facilities to be used by the Commercial Unit Holders of BLOCK NO. NOS. A+B+C+D+E

* Parking in front of the commercial Units and in some part of 1^{st} Cellar as per the rules, regulations and resolutions of the Service Society from time to time
* Passage with lights leading to all the Floors and Cellar in the Commercial Block Area
* Lift inside the Commercial Block A only being Lift No. 1.

THE FIFTH SCHEDULE ABOVE REFERRED TO

Description of Common Amenities and Facilities to be used in common by the Residential and Commercial Unit Holders.

* Electric Sub-Station
* U.G. Fire Tank and Fire Pump
* Bore well

* Pump with Motor
* Electric Meter

SIGNED AND DELIVERED BY THE WITHIN NAMED VENDOR NO.1/OWNERS

(1) Shri Rasikbhai Maganbhai ______________________

(2) **Shri Jayantibhai Maganbhai** ______________________

(3) Shri Hareshbhai Rasikbhai Patel ______________________

(4) Shri Kaushikbhai Ambalal Patel ______________________

(5) Shri Pareshbhai Ambalal Patel ______________________

In the presence of :

1.

2

SIGNED AND DELIVERED BY THE WITHIN NAMED VENDOR NO.2/DEVELOPER M/s. CAPTOWN INFRACON
through its Authorized Partner
Shri Hareshbhai Rasikbhai Patel

In the presence of :

1.

2

Annexure – I

MEMO OF CONSIDERATION

Date	Bank	Cheque No. Pay-Order No.	Amount

Total Rs./-

WE SAY RECEIVED

For :

Mr.

Authorized Signatory

Balance Rs.

Total Price Rs.

All the Payment subject to realization

The sum of Rs.______________/- be treated as initial non-refundable payment towards allotment of the said Apartment/Unit.

ANNEXURE – II

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

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

iii. Amount of Rs. __________/- (Rupees ______) (not exceeding 70% of the total consideration) to be paid to the Vendor 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. __________/- (Rupees ______) (not exceeding 75% of the total consideration) to be paid to the Vendor on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

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

vi. Amount of Rs. __________/- (Rupees ______) (not exceeding 85% of the total consideration) to be paid to the Vendor 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. __________/- (Rupees ______) (not exceeding 95% of the total consideration) to be paid to the Vendor 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. __________/- (Rupees ______) against and at the time of handing over of the possession of the Apartment to the Purchaser on or after receipt of occupancy certificate or completion certificate.

Rs. To be Paid (___________________ Only)

SCHEDULE UNDER THE REGISTRATION ACT (32-A)

The Vendor No. 1/Owners

(1) Shri Rasikbhai Maganbhai

(2) **Shri Jayantibhai Maganbhai**

(3) Shri Hareshbhai Rasikbhai Patel

(4) Shri Kaushikbhai Ambalal Patel

(5) Shri Pareshbhai Ambalal Patel

<u>The Vendor No. 2/Developer</u>

M/s. CAPTOWN INFRACON

Shri Hareshbhai Rasikbhai Patel

Authorized Partner

<u>PURCHASER</u>

Mr.

ANNEXURES A, B, C AND D TO BE ATTACHED

Annexure D

Details of common expenses to be incurred by the Vendor for the initial period of 24 Months from the fixed monthly maintenance amount received from the Purchaser

- Common Area Electricity Bills
- Common Area Property Taxes
- Security Expenses
- Housekeeping Expenses for common areas and facilities
- Normal day to day expenses for maintaining and up-keeping of the common areas and facilities.
- Accounting Fees payable for maintaining the Common Expense Accounting.

AGREEMENT TO SELL

(WITHOUT POSSESSION)

THIS AGREEMENT made at Ahmedabad this _______ day of __________________, 2019 BETWEEN

(1) Shri Rasikbhai Maganbhai (P.A.No.AZYPP5959L) adult, Occupation Business, Indian National and residing at 33, Dhanashree Bunglows, Science City Road, Sola, Ahmedabad – 380 060 (2) **Shri Jayantibhai Maganbhai (P.A.No.CSLPP4064Q)** adult, Occupation Business, Indian National and residing at 37, Raj Residency, Nr. Shalin Residency, Shilaj, Ahmedabad – 380 059 **(3) Shri Hareshbhai Rasikbhai Patel, (P.A.No.BDRPP9680G)** adult, Occupation Business, Indian National and residing at 33, Dhanashree Bunglows, Science City Road, Sola, Ahmedabad – 380 060 **(4) Shri Kaushikbhai Ambalal Patel, (P.A.No.AFAPP3695M)** adult, Occupation Business, Indian National and residing at C-86, Sarvoday Soc. Part-1, Ghatlodia, Ahmedabad – 380 061 **And (5) Shri Pareshbhai Ambalal Patel, (P.A.No.AFAPP3693P)** adult, Occupation Business, Indian National and residing at 6-Shangrila-2, Zydus Hospital Road, Hebatpur, Thaltej, Ahmedabad – 380 054.

(hereinafter collectively referred to as "the **Vendor No. 1/OWNERS**") which expression shall unless it be repugnant to the context or meaning thereof mean to include their respective heirs, executors, administrators and assigns of the **FIRST PART.**

M/s. CAPTOWN INFRACON, (P.A.No.AANFC6537B) a partnership firm constituted and registered under the provisions of the Indian Partnership Act, 1932, having its principal place of business and office situated at First Floor, 6, Devarshi Complex, Surdhara Circle, Thaltej, Ahmedabad – 380 054 (hereinafter called **"the Vendor No. 2 / Developer"**) which expression shall unless it be repugnant to the context or meaning thereof mean to include the partners of the said firm at present and from time to time and their respective heirs, executors, administrators and assigns of the of the **SECOND PART**.

"THE VENDOR NO. 1 AND THE VENDOR NO. 2 shall hereinafter be referred to as "The Vendors"

AND

1) **Mr. ____________ (P.A.No.__________________)**
   Occupation ____________________
2) **Mrs. ________________ (P.A.No.________________)**
   Occupation ____________________
   Both Adults and Residing at ___________________________
   ____

Hereinafter referred to as **"THE PURCHASER"** (which expression shall wherever the context so permits be deemed to mean and include and shall always be deemed to mean and include in case of individual/s his/her/their heir/s , executor/s, administrator/s, in case of Proprietary Firm, its Sole Proprietor, his/ her heirs, executors, administrators, successors, in case of Partnership firm, Partner/Partners for the time being and from time to time of the said firm and their respective heirs, executors, administrators and in case of Company its Successors and assigns) of the **OTHER PART**.

WHEREAS under and by virtue of a Deed of Conveyance dated 03/10/1997 executed by Shri Natwarlal Keshavlal in favour of (1) Ambalal Maganlal (2) Rasikbhai Maganbhai and (3) Jayantibhai Maganbhai and registered with the office of the Sub-Registrar, Ahmedabad - 3 (Memnagar) on 03/10/1997 under Serial No. 3029, and thereafter as per the devolution of title as recorded in the revenue records pertaining to the below mentioned Land, the Vendor No.1 are absolutely seized and possessed of otherwise well and sufficiently entitled to the Freehold Non-Agricultural Residential and Commercial Use lands bearing Final Plot No.49 admeasuring 8890 sq. mtrs. of Town Planning Scheme No. 216 (SHILAJ) allotted in lieu of Revenue Survey No. 813 admeasuring 12700 sq. mtrs. of Mouje Shilaj of Ghatlodia Taluka in the Registration District of Ahmedabad and Sub-District of Ahmedabad – 9 (Bopal) hereinafter for the sake of brevity called as **"The said project land"** more particularly described in the **FIRST SCHEDULE** hereunder written.

AND WHEREAS necessary Permission for using the said project land for Non Agricultural Residential use purpose has been granted by the Collector, Ahmedabad vide his Order No. C.B./CTS-2/N.A./SHILAJ/S.NO./BLOCKNO.813/SR–1230/2017 dated 01/06/2018.

AND WHEREAS the necessary revised Permission for using the said project land admeasuring 8890 sq. mtrs. for Non Agricultural

Multipurpose Use has been granted by the Deputy Collector, Ahmedabad vide his Order No.: 300/07/17/053/2019 dated 14/06/2019.

AND WHEREAS pursuant to a Development Agreement dated 28-05-2019 executed by the Owners in favour of the Developer and registered with the office of the Sub-Registrar Ahmedabad – 9 (Bopal) on 28-05-2019 under Serial No. 6918, the Owners have granted the Development right on the said project land in favour of the Developer on the terms and conditions mentioned therein.

AND WHEREAS in accordance with the permission and plans duly granted/approved by Ahmedabad Municipal Corporation vide its Commencement Letter, Permission (Rajachitthi) bearing (1) No. 01723/110119/A1659/R0/M1 and Case No. BHNTI/NWZ/110119/CGDCRV/A1659/RO/M1 (2) No. 01724/110119/A1660/R0/M1 and Case No. BHNTI/NWZ/110119/CGDCRV/A1660/RO/M1 (3) No. 01725/110119/A1662/R0/M1 and Case No. BHNTI/NWZ/110119/CGDCRV/A1662/RO/M1 and (4) No. 01726/110119/A1663/R0/M1 and Case No. BHNTI/NWZ/110119/CGDCRV/A1663/RO/M1 all dated 01/05/2019, the Developer is in process of developing the said project Land pursuant to the approved plans by constructing a residential and commercial scheme thereon to be known as **"CAPTOWN ENHANCE"** comprising of 5 (Five) separate Buildings bearing (I) BLOCK NO. A (II) BLOCK NOS. B+ C + D and (III) BLOCK NO. E wherein (I) Block No. A is consisting of Ground Floor (Commercial Use), First Floor (Commercial Use) Second Floor to Fourteenth Floor (Residential Use), Stair Cabin and Lift Room (II) Block Nos. B + C + D is consisting of First Cellar

(Parking), Second Cellar (Parking), Ground Floor (Commercial and Parking) , First Floor to Fourteenth Floor (Residential Use), Stair Cabin and Lift Room and (III) Block No. E is consisting of Ground Floor (Commercial and Parking and Electric Sub Station), First Floor to Fourteenth Floor (Residential Use), Stair Cabin and Lift Room together with all Common amenities and facilities provided therein and required for the beneficial enjoyment of the said Blocks/Buildings of the Residential/Commercial Units in the said buildings and the said entire Scheme (hereinafter referred to as "the said Building/Scheme).

AND WHEREAS the Vendor No.1 has agreed to sell proportionate undivided share to the extent of _________ sq. mtrs. in the said project Land and the Vendor No. 2 have agreed to sell the constructed property being Residential Apartment/Unit No. _________ admeasuring __________ sq. fts. equivalent to _________ sq. mts. (Carpet Area) on ___________ **Floor** in Block ________ of the said project/Scheme known as **"CAPTOWN ENHANCE"** (the said constructed property is hereinafter referred to as **"the said Apartment/Unit"**) more particularly described in the **SECOND SCHEDULE** hereunder written to the PURCHASER and the PURCHASER has agreed to purchase the said Property at or for the total price/consideration and on the terms and conditions mutually agreed by and between them and mentioned hereunder. The said proportionate undivided share in the said Land, the said Apartment/Unit and Common Amenities and facilities provided in the said Building/Scheme shall hereinafter be collectively referred to as ("the said Property"). The Purchaser shall be entitled to proportionate undivided share in the Common Assets with right to use all the Common Amenities and facilities provided in the said Building/Scheme to be used in common with other Purchasers of

Block Nos. A+B+C+D+E therein, which common amenities and facilities are more particularly described in the **THIRD SCHEDULE** hereunder written.

AND WHEREAS the certified true copies of the Plans as sanctioned and approved by the Ahmedabad Municipal Corporation of the Unit/Apartment agreed to be purchased by the Purchaser, have been attached hereto and marked as **Annexure 'A'** respectively.

AND WHEREAS the Vendors have registered the said project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") with the Real Estate Regulatory Authority at Gandhinagar under no. ______________________________ dated ___________; a certified true copy of the said registration is attached as **Annexure 'B'** hereto.

AND WHEREAS the carpet area of the said Apartment/Unit shall mean the net usable area excluding the area covered by external walls, area under service shafts, exclusive of balcony or verandah area and exclusive open terrace area but includes the area covered by internal partition walls of the said Apartment/Unit as defined in Section 2 (k) of the said Act.

AND WHEREAS, on demand from the Purchaser, the Vendors have given inspection to the Purchaser of all the documents of title relating to the said Project Land and the Plans, designs and specifications prepared by the Vendor's Architects ____________ and of such other documents as are specified under the said Act and the Rules and Regulations made there under and the Purchaser is satisfied with the same in all respects.

AND WHEREAS, the certified copy of Certificate of Title issued by the Advocate of the Vendors, certified copies of extract of Village Forms No. VI, VII and XII and all other relevant revenue record showing the nature of the title of the Vendors to the said Project Land on which the said Apartment/Unit is to be constructed have also been inspected by the Purchaser and accordingly the Purchaser is satisfied with the same in all respects.

AND WHEREAS, the Vendors have obtained the approvals from the concerned local authority(s) to the plans, the specifications, elevation, of the said building/s and shall obtain the balance approvals (if any further required) from the concerned authorities from time to time, so as to obtain Building Completion Certificate/Occupancy Certificate for the said Building/s.

AND WHEREAS, while sanctioning the said plans, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which shall be observed and performed by the Vendor while developing the said Project Land and the said Scheme/Buildings so as to obtain the necessary Building Completion Certificate/Occupancy Certificate for the said Building/s from the concerned local authority.

AND WHEREAS the Vendors shall be entitled to sell the remaining Apartments/Units in the said Building with right to use all the common amenities and facilities provided therein as mentioned in this Agreement and to be used in common with other Purchaser/s by Agreement to Sell also similar to these presents and on such price and terms and conditions as may be agreed upon by the Parties therein.

AND WHEREAS the Vendor No. 2 has provided separate common amenities and facilities for the purchasers of the Commercial

Shops/Units of Block Nos. A+B+C+D+E in the said building for their exclusive use only and more particularly described in the **FOURTH SCHEDULE** hereunder written, which amenities and facilities cannot be used by the purchasers of Residential Units of Block Nos. A+B+C+D+E of the said Scheme. Further, the Vendor No. 2 has provided separate common amenities and facilities for the purchasers of the Residential Units of Block No. A+B+C+D+E of the said Scheme for their exclusive use only and more particularly described in the **THIRD SCHEDULE** hereunder written, which amenities and facilities cannot be used by the purchasers of Commercial Shops/Units of Block No. A+B+C+D+E of the said Scheme. Lastly, there are certain amenities and facilities which are provided by the Vendor No. 2 for general and common use of all the purchasers of both the commercial and residential Units which amenities and facilities are more particularly described in the **FIFTH SCHEDULE** hereunder written, which can be used by all the Purchasers in the entire scheme.

AND WHEREAS, prior to the execution of these presents the Purchaser has paid to the Vendor No. 2 a sum of **Rs.________________/- (Rupees ____________________ Only)** being part payment of sale consideration of the said property agreed to be sold by the Vendors to the Purchaser, as advance payment in the manner mentioned in Annexure 1 attached hereto (the payment and receipt whereof the Vendors hereby admit and acknowledge) and the Purchaser has agreed to pay the balance of the sale consideration in the manner hereinafter appearing.

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 hereafter;

AND WHEREAS, under Section 13 of the said Act, the Vendor is required to execute a written Agreement for Sale of the said Apartment/Unit with the Purchaser, being in fact these presents and also to register the Agreement under the Registration Act, 1908.

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

1. The Vendor No. 2 shall construct a residential and commercial scheme thereon to be known as **"CAPTOWN ENHANCE"** comprising of 5 (Five) separate Buildings bearing (I) BLOCK NO. A (II) BLOCK NOS. B+ C + D and (III) BLOCK NO. E wherein (I) Block No. A is consisting of Ground Floor (Commercial Use), First Floor (Commercial Use) Second Floor to Fourteenth Floor (Residential Use), Stair Cabin and Lift Room (II) Block Nos. B + C + D is consisting of First Cellar (Parking), Second Cellar (Parking), Ground Floor (Commercial and Parking), First Floor to Fourteenth Floor (Residential Use), Stair Cabin and Lift Room and (III) Block No. E is consisting of Ground Floor (Commercial and Parking and Electric Sub Station), First Floor to Fourteenth Floor (Residential Use), Stair Cabin and Lift Room together with all Common amenities and facilities provided therein and required for the beneficial enjoyment of the said Blocks/Buildings of the Residential/Commercial Units in the said buildings and the said entire Scheme as per plans/revised plans, designs and specifications duly approved by Ahmedabad Municipal Corporation at present or amended (if required) from time to time.

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 said Apartment/Unit agreed to be sold to the Purchaser except any alteration or addition required by any Government authorities or due to change in any law/s.

1.a (i) The Purchaser hereby agrees to purchase from the Vendors and the Vendors hereby agrees to sell to the Purchaser proportionate undivided share to the extent of _________ sq. mtrs. in the said project Land and the said Apartment/Unit No. _______ admeasuring _______ sq. fts. i.e _______ sq. mts. (Carpet area) on ________ Floor of Block No.____ of the said project/Scheme known as **"CAPTOWN ENHANCE"** more particularly described in the Second Schedule hereunder written together right to use the common areas and facilities appurtenant to the said Apartment/Unit, the nature, extent and description of the common areas and facilities, which are more particularly described in the **THIRD SCHEDULE** hereunder written at or for the aggregate price/consideration of **Rs.______________/- (Rupees ________________________________ Only)** which aggregate price includes Rs.__________/- (Rupees _______________________only) being the proportionate price of undivided share in the project land which shall be payable by the Vendor No. 2/Developer to the Vendor No.1/Owners at the time of execution of Conveyance Deed in favour of the Purchaser.

(ii) The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser balcony/verandah 1 having area admeasuring __________ sq. mtrs. forming part of the said Apartment/Unit,

(iii) The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser wash area balcony having area admeasuring ___________ sq. mtrs. forming part of the said Apartment/Unit,

(iv) The Purchaser shall be entitled to _____ (_______) car parking space in the said Scheme at such location as may be decided by the Service Society/Developer in that regard, which decision shall be final, binding and acceptable to the Purchaser herein.

1(b) The total aggregate consideration amount for the Apartment/Unit, proportionate price of undivided share in the project land and undivided share in the common areas and facilities appurtenant to the said Apartment/Unit and other areas as mentioned in clause 1 (ii) and (iii) agreed to be sold hereunder shall be as mentioned herein above i.e. **Rs.___________/- (Rupees ______________________________ Only)**, which the Purchaser hereby agrees.

1(c) 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 part consideration amount and hereby agrees to pay to that Vendor the balance amount of Rs _______ (Rupees ______________) in the following manner or as may be mutually agreed by and between the Vendor and Purchaser hereto:-

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

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

iii. Amount of Rs. __________/- (Rupees ______) (not exceeding 70% of the total consideration) to be paid to the Vendor 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. __________/- (Rupees ______) (not exceeding 75% of the total consideration) to be paid to the Vendor on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

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

vi. Amount of Rs. __________/- (Rupees ______) (not exceeding 85% of the total consideration) to be paid to the Vendor 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. __________/- (Rupees ______) (not exceeding 95% of the total consideration) to be paid to the Vendor 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. __________/- (Rupees ______) against and at the time of handing over of the possession of the Apartment to the Purchaser on or after receipt of occupancy certificate or completion certificate.

And more particularly mentioned in **ANNEXURE 2** attached hereto or as may be mutually agreed by and between the Vendor and Purchaser hereto.

The Vendors hereby agree and declare that all payments under this Agreement shall be paid to Vendor No.2 only and such payment shall be deemed to be received by the both the Vendors herein and accordingly the Vendors shall settle all accounts by and between them and the Purchaser shall on such payment shall be fully discharged of his/her/its obligation for payment under this Agreement.

1(d) (a) The total price as stated above excludes:

(i) Taxes (consisting of tax paid or payable by the Vendor by way of GST, Value Added Tax, Service Tax, and 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 [Apartment/Plot], which shall be separately payable by the Purchaser in the manner as may be decided by the Vendor.

(ii) Preferential Location Charge (if any), Floor Rise Charges and Payment of expenses for any extra work/Alteration/Addition to the constructed Unit as decided at the time of booking of the Unit.

(iii) Charges incurred for installing Safety grill in the Apartment/Unit, Gas line installation and other charges/deposits in connection thereto, DTH/telephone/intercom connection and installation facilities, if any provided therein

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

(v) UGVCL charges relating to electricity connection - electrical power, laying of cable charges, installation of transformer or sub-station or other equipments and instruments; payment of security and other deposits; and all and every other costs, charges and expenses relating to the same or the matters incidental or ancillary to the aforesaid.

(vi) All and every cost, charges and expenses and deposits to be paid for obtaining drainage connection from Ahmedabad Municipal Corporation.

(vii) All and every costs, charges and expenses for sanction of development and construction plans and specifications, etc. from Ahmedabad Municipal Corporation and all other concerned authorities; security deposits, scrutiny fees, FSI costs and all and every other costs, charges and expenses relating to the same or the matters incidental or ancillary to the aforesaid.

All and every cost, charges and expenses referred to in clauses 1(d) (a) (i) to (vii) shall be borne and paid by the Purchaser to the Vendor No. 2 additionally i.e over and above the amount mentioned in clauses 1 (a) and (b) hereinabove. Such payment shall be made by the Purchaser to the Vendor No. 2 as and when demanded by the Vendor No. 2 failing which, the Purchaser shall be liable to pay interest at the rate agreed hereunder for the delayed period on the outstanding amount till payment is made to the Vendor No. 2. Further, in any event, such outstanding amounts with interest thereon shall be paid by the Purchaser to the Vendor No. 2 before the execution and registration of the Deed of Conveyance by the Vendor in favour of the Purchaser.

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

1(f) The Vendor No. 2 may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser by discounting such early payments @ (Six) 6 % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser by the Vendors.

1(g) The Vendor No.2 shall confirm the final carpet area that has been allotted to the Purchaser 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 Vendors. If there is any reduction in the carpet area within the defined limit then Vendors shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate of (six) 6%, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Vendors shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause l (a) of this Agreement.

1(h) The Purchaser authorizes the Vendors 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 Vendors may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Vendors to adjust his payments in any manner.

2.1 The Vendor No.2 hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the Shop/Unit to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Shop/Unit.

2.2 Time is essence for the Vendors as well as the Purchaser. The Vendors shall abide by the time schedule for completing the project and handing over the Shop/Unit to the Purchaser and the undivided share in the project land and common areas to the Purchaser or Service Society/Association 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 Vendors as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Vendor No.2 hereby declares that the Floor Space Index available as on date in respect of the project land is 16002 square meters only and Vendor No.2 has planned to utilize Floor Space Index of 8001 square meters in accordance with the Development Control Regulation by purchase of additional FSI by payment of premium or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Vendor No.2 has disclosed the Floor Space Index of 2.7 as proposed to be utilized by it on the project land in the said Project and Purchaser has agreed to purchase the said Apartment/Unit based on the proposed construction and sale of Apartment/Units to be carried out by the Vendor No.2 by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendor No.2 only. The Vendor No. 2 further states that it shall not have any claim over additional future FSI, terrace and common area rights after Building Use Permission has been obtained and such rights shall if any be enclosed to the service society/association of the Purchasers of the said Scheme.

4.1 If the Vendor No.2 fails to abide by the time schedule for completing the project and handing over the Apartment/Unit to the Purchaser, the Vendor No.2 agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest at the rate of (six) 6 % per annum, 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 Vendors, interest at the rate of (six) 6 % per annum, on all the delayed payment which become due and payable by the Purchaser to the Vendors under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Vendors.

4.2 Without prejudice to the right of Vendors to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Vendors 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 Vendors shall at his own option, may terminate this Agreement:

Provided that, Vendors 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 its 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 Vendors within the period of notice then at the end of such notice period, Vendors shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Vendors shall refund to the Purchaser (subject to adjustment and deduction of agreed liquidated damages to the extent of 10% of the total aggregate consideration payable by the Purchaser as mentioned in Clause 1 (b) herein above) within a period of thirty days of the termination, the installments of sale consideration of the Apartment /Unit which may till then have been paid by the Purchaser to the Vendors. The Purchaser hereby irrevocably agrees that the Vendors shall be entitled to deduct the agreed liquidated damages to the extent of 10% of the total aggregate consideration payable by the Purchaser as mentioned in Clause 1 (b) herein above in the circumstances as stated above and the Purchaser shall not in any event or manner challenge or object to the same.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with brand, or price range to be provided by the Vendor No. 2 at his/her/its option in the said building and the Apartment/Unit as are set out in **Annexure 'C'**, annexed hereto. In the event, the Purchaser requests the Vendor No. 2 to make any addition or alteration in the Apartment/Unit as permissible under relevant law/s or change/upgrade in any internal fittings/materials, the Purchaser shall be liable to pay such amount/s as may be agreed upon by and between the Vendor No. 2 and Purchaser in addition to the amounts payable under this Agreement.

6. The Vendor No. 2 shall give possession of the Apartment/Unit to the Purchaser on or before 27/05/2024. If the Vendor No. 2 fails or neglects to give possession of the Apartment to the Purchaser on account of reasons beyond its control and of its agents by the aforesaid date, then the Vendor No. 2 shall be liable on demand to refund to the Purchaser the amounts already received by it in respect of the Apartment/Unit with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the

Vendor No. 2 received the sum till the date the amounts and interest thereon is repaid.

Provided that the Vendor No. 2 shall be entitled to reasonable extension of time for giving delivery/possession of Apartment on the aforesaid date, if the completion of building in which the Apartment 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.

7.1. Procedure for taking possession - The Vendors, 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 Apartment/Unit, to the Purchaser in terms of this Agreement to be taken within 15 (Fifteen) from the date of issue of such notice and the Vendors shall give possession of the Apartment/Unit to the Purchaser. The Vendors agree and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendors. The Purchaser agree(s) to pay the maintenance charges as determined by the Vendor No.2 or Service Society/association of Purchasers, as the case may be. The Vendors on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

7.2. The Purchaser shall take possession of the Apartment/Unit within 15 days of the written notice from the Vendors to the

Purchaser intimating that the said Apartments/Units are ready for use and occupancy.

7.3. Failure of Purchaser to take Possession of Apartment/Unit: Upon receiving a written intimation from the Vendors as per clause 7.1, the Purchaser shall take possession of the Apartment/Unit from the Vendors by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendors shall give possession of the Apartment/Unit to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable.

7.4. If within a period of **five years** from the date of Intimation/Notice of handing over the Apartment to the Purchaser, the Purchaser brings to the notice of the Vendor No. 2 any structural defect in the Apartment or the building in which the Apartment/Unit are situated or any defects directly attributable to the Vendor No. 2 on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Vendor No. 2 at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Vendor No. 2 compensation for such defect in the manner as provided under the Act. Provided that the Vendor No. 2 shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Vendor No. 2 or beyond the control of the Vendor No. 2 or which occur due to normal wear and tear or by reason attributable to the Purchaser.

8. The Purchaser shall use the Apartment/Unit or any part thereof or permit the same to be used only for purpose of residence and not for any other purpose whatsoever including any educational/vocational classes, hostel/hotel use, Paying Guest etc., or any other commercial use whatsoever. The Purchaser shall use the garage or parking space only for purpose of keeping or parking vehicle and shall not store any other items in the said space. Further, the Purchaser shall not be entitled to use the said Apartment/Unit or permit the same to be used in a manner which may or is likely to cause nuisance or annoyance to occupiers of the other Apartments/Units nor for any illegal or immoral purposes or for the purposes prohibited by law.

9. The Purchaser along with other Purchaser(s)s of Apartments/Units in the building/Project/Scheme shall join in forming and registering the Residential/Housing Service Society or Association or a Limited Company to be known by such name as the Vendor No. 2 may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Vendor No. 2 within seven days of the same being forwarded by the Vendor No. 2 to the Purchaser, so as to enable the Vendor No. 2 to register the common organisation of Purchaser. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-

operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 Within 15 days after notice in writing is given by the Vendor No. 2 to the Purchaser that the Apartment/Unit 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 Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, electricity expenses for common areas, facilities, lights and elevator services, repairs and salaries of clerks, bill collectors, Security, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. The Parties hereto agree that the Vendor No. 2 shall be entitled in its sole discretion to maintain the project land and building/s/scheme for the initial period of 2 (Two) years from the date of completion thereof. The Purchaser further agrees that the Purchaser shall pay to the Vendor No. 2 in advance provisional monthly contribution of Rs.________________/- per square feet per month towards his/her share of the outgoings/maintenance expenses the details of which are as stated in **ANNEXURE D** of this Agreement for the said period of 2 (Two) years i.e an aggregate amount of Rs.______________/- (Rupees _____________ ____ Only) at the time of execution of the Sale/Conveyance Deed. The amounts so paid by the Purchaser to the Vendor No. 2 shall be utilized towards such expenses, however the Purchaser shall not be entitled to demand any accounts in respect of the same for the said entire period of 2 (Two) years. The Purchaser hereby agrees and confirms that after the initial period of 2 (Two) years, the project land and building/s/scheme shall be managed and maintained by the Service Society or Limited Company which is formed, and the Purchaser shall pay to the said Service Society or Limited Company his/her proportionate share of outgoings as may be determined by the managing committee thereof from time to time. Further, In addition to the monthly maintenance expenses, the Purchaser shall deposit and keep deposited with the Vendor No. 2 /Service Society a Fixed Maintenance Deposit in the amount of Rs._____________/- (Rupees ______________________ ____ Only) which amount/interest amount obtained from the same shall be utilized for the maintenance and up keeping of the said Building/Scheme and its common amenities and facilities.

10. Over and above the amounts mentioned in the agreement to be paid by the Purchaser, the Purchaser shall on or before delivery of possession of the said Apartment/Unit shall pay to the Vendor No. 2 such proportionate share of the outgoings as may be determined by the Vendor No. 2 and which are not covered in any other provisions of this agreement.

11. The Purchaser shall pay to the Vendors a sum of Rs.______/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Vendors in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of

preparing and engrossing the conveyance or assignment of lease.

12. In the event a separate conveyance of the project Land/common areas/assets, building/structure is required to be executed and registered, even though the Vendor No. 1 has agreed to convey the undivided share in the project Land/common areas/assets, building/structure to the Purchaser directly, the Purchaser shall pay to the Vendors, the Purchasers' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the project Land/common areas/assets, building/structure.

13. REPRESENTATIONS AND WARRANTIES OF THE VENDOR

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

i. The Vendors hereby represents and warrants to the Purchaser as follows:

   i. The Vendor No. 1 has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and the Vendor No. 2 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 Vendors have 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/block 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/Block and common areas;

vi. The Vendors have 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 Vendors have not entered into any other agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Shop/Unit which will, in any manner, affect the rights of Purchaser under this Agreement;

viii. The Vendors confirm that the Vendors are not restricted in any manner whatsoever from selling the said property to the Purchaser in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the project Land/common areas/assets, building/structure to the Purchaser or Service Society/association of Purchasers the Vendors shall handover lawful, vacant, peaceful, physical possession of the project Land/common areas/assets, building/structure to the Purchaser or the Service Society/Association of the Purchasers;

x. The Vendors have 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 till Building Use Permission in respect of the said Project/Scheme is granted by the Relevant/Competent Authority and thereafter the same shall be paid by the Purchaser proportionately with all other purchasers of the said Project/Scheme;

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 Vendors in respect of the project land and/or the Project.

xii The Owners No. 1, 2, 4 and 5 have executed a Power of Attorney in favour of Owner No. 3 Shri Hareshbhai Rasikbhai Patel to present this Agreement for Sell for Registration with the Office of the Sub-Registrar concerned and admit execution thereof, which Power of Attorney dated ________has been duly registered with the office of the Sub-Registrar Ahmedabad – 9 (Bopal) on _________under Serial No.________ and which is valid and subsisting.

xiii The Vendor No. 2/Developer has by its Letter of Authority dated ____________ authorized its Partner Shri Hareshbhai Rasikbhai Patel to execute this Agreement for Sale and subsequent Documents on its behalf in respect of the said Scheme and present the same for Registration with the Office of the Sub-Registrar concerned and admit execution thereof, which Letter of Authority is valid and subsisting.

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

i. To maintain the Apartment/Unit at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Apartment/Unit is taken and shall not do or suffer to be done anything in or to the building in which the Apartment 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 Apartment/Unit is situated and the Apartment/Unit itself or any part thereof without the consent of the local authorities, if required. The Purchaser specifically agrees not to change or add any plumbing lines/water lines in the Apartment/Unit in any manner of whatsoever nature and in the event the Purchaser doing so, the Purchaser shall be liable to bear all costs and expenses that may be incurred to rectify damages to any other Apartment/Unit in the building or common areas due to such act of the Purchaser.

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

iii. To carry out at his own cost all internal repairs to the said Apartment/Unit and maintain the Apartment/Unit in the same condition, state and order in which it was delivered by the Vendors to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Apartment/Unit is situated or the Apartment/Unit 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.

iv. Not to demolish or cause to be demolished the Apartment/Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature including any extension to the Window/Balcony provided in or to the Apartment/Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment/Unit is situated and shall keep the portion, sewers, drains and pipes in the Apartment/Unit 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 Apartment/Unit 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 Apartment/Unit whatsoever. The Purchaser shall not in any event encroach upon any common area outside the de-marketed and declared periphery of the Apartment/Unit.

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 Apartment/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 Apartment

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

vii. Pay to the Vendor No. 2 within fifteen days of demand by the Vendor, his/her 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 Apartment/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 Apartment by the Purchaser for any purposes other than for purpose for which it is sold.

ix. The Purchaser shall not without the prior written permission of the Vendor No. 2 transfer, assign or part with interest or benefit factor of this Agreement until all the dues payable by the Purchaser to the Vendors under this Agreement are fully paid up.

x. The Purchaser shall observe and perform all the rules and regulations which the Service Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof and all resolutions that may be made from time to time for protection and maintenance of the said building and the Apartments 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 Service Society/Limited Company/Apex

Body/Federation regarding the occupancy and use of the Apartment 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 Purchaser shall even after the Sale Deed is executed in favour of the Purchaser permit the Vendor No. 2 and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings/Apartment or any part thereof to view and examine the state and condition thereof and for the purpose of repair/maintenance thereof.

xii. The Purchaser shall even after the Sale Deed is executed in favour of the Purchaser permit the Vendor No. 2 and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

xiii. The Purchaser hereby agrees that Air Conditioners shall be allowed to be placed only at the planned and specific spaces provided by the Vendor No. 2 and at no other place outside the Apartment/Unit. Further, a specific place for putting up cloth hanging rack shall be provided by the Vendor No. 2 and the Purchaser shall not be entitled to put up the cloth hanging rack at any other place within or outside the said Apartment/Unit.

xiv. The Vendor No. 2 shall decide the place, color and size of the name plate/Board which will be put in entrance of said building for indicating the name of the Unit Purchasers therein. It is hereby agreed that the Purchaser shall not put any other name plate or Board on any part of the building except on the door of the said Apartment/Unit.

xv. The Purchaser hereby agrees with the Vendors and undertakes to pay amounts liable to be paid by the Purchaser under this Agreement and to observe and perform the covenants and conditions contained in this Agreement and to keep the Vendors indemnified against the said payments and observance and performance of the covenants and conditions contained herein.

xvi. The Purchaser hereby agrees that the said Residential Building/scheme shall always be known, as **"CAPTOWN ENHANCE"**, and the name shall not be changed in any circumstances whatsoever.

xvii. The Purchaser hereby agrees that the said Apartment/Unit shall be used, occupied and enjoyed by the Purchaser as one Apartment/Unit and the Purchaser shall not divide or sub-divide the same for use as more than one Apartment/Unit. It has been specifically agreed that the main door of the said Apartment/Unit shall not be changed, altered in size or location. No other door, window or opening shall be made in the said Apartment/Unit other than as made by the Vendor on completion of the construction of the same.

xviii. The Purchaser hereby agrees that the Vendor No. 2 may if it deems fit/viable in its sole discretion provide security, telephone cable, multipurpose cable, TV channels, piped gas line, intercom facility, Internet and other communication facilities and other facilities of common use and purpose in the scheme. These facilities may be provided through any outside agency under contract with him/it on such terms and conditions as may be finalized by the Vendor No. 2. Any agreement - arrangement that may be worked out for the same and the terms and conditions thereof will also be binding upon the Purchaser and other members in the scheme. The Purchaser may use such facilities as per rates - price - consideration and terms and conditions as may be fixed by the Vendor No. 2 in that regard.

15. The Vendor No. 2 shall maintain a separate account in respect of sums received by the Vendor No. 2 from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Service 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.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment/Unit or of the said project land and Building, or any part thereof. The Purchaser shall have no claim save and except in respect of the Apartment/Unit 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 until the same is transferred as hereinbefore mentioned.

17. VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE

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

18. BINDING EFFECT

Forwarding this Agreement to the Purchaser by the Vendors does not create a binding obligation on the part of the Vendors 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, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Vendors. If the Purchaser(s) fails to execute and deliver to the Vendors 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 Vendors, then the Vendors 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.

19. 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 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 apartment/plot/building, as the case may be.

20. RIGHT TO AMEND

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

21. 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 Apartment/Unit, in case of a transfer, as the said obligations go along with the Apartment/Unit for all intents and purposes.

22. 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.

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

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

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Vendor through its authorized signatory at the Vendor's Office, or at some other place, which may be mutually agreed between the Vendors and the Purchaser at Ahmedabad, and shall be registered at the office of the Sub-Registrar concerned. Hence this Agreement shall be deemed to have been executed at Ahmedabad.

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

27. That all notices to be served on the Purchaser and the Vendors as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or

the Vendors by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Mr.

____

____

____

____

Notified Email ID:____________________

M/s. CAPTOWN INFRACON

First Floor, 6, Devarshi Complex,

Surdhara Circle,

Thaltej,

Ahmedabad – 380 054

Notified Email ID: captowninfracon@gmail.com

It shall be the duty of the Purchaser and the Vendors 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 Vendors or the Purchaser, as the case may be.

28. JOINT PURCHASERS

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

29. Stamp Duty and Registration: - The charges towards stamp duty and Registration of this Agreement and the conveyance of the Apartment/Unit/undivided proportionate share of land as well as all other documents to be executed by the Vendors in favour of the Purchaser shall be borne by the Purchaser alone.

30. Dispute Resolution: - Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

31. GOVERNING LAW

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

THE VENDORS declare that the said Property has not been covered or declared to be situated within the SCHEDULE/NOTE/LIST of "Disturbed Areas" as mentioned in the Gujarat Prohibition of Transfer of Immovable Property and Provisions for Protection of Tenants from Eviction from Premises in Disturbed Areas Act, 1986 and hence no permission for sale and transfer of the said property is required under the said Act.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at

Ahmedabad in the presence of attesting witness, signing as such on the day first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL that piece or parcel of Freehold Non-Agricultural Land bearing Final Plot No.49 admeasuring 8890 sq. mtrs. of Town Planning Scheme No. 216 (SHILAJ) allotted in lieu of Revenue Survey No. 813 admeasuring 12700 sq. mtrs. of Mouje Shilaj of Ghatlodia Taluka in the Registration District of Ahmedabad and Sub-District of Ahmedabad – 9 (Bopal) and bounded as follows:

On or towards the North	:	By Final Plot No. 58+36+51
On or towards the South	:	By 36 mtrs T.P.S. Road
On or towards the East	:	By Final Plot No. 50
On or towards the West	:	By 12 mtrs T.P.S. Road

THE SECOND SCHEDULE ABOVE REFERRED TO

All that undivided share to the extent of _________ sq. mtrs. in the said land along with constructed property being Apartment/Unit No. __________ admeasuring ___________ sq. fts. equivalent to _________ sq. mts. (Carpet Area) along with balcony/verandah area admeasuring __________ sq. mtrs. and wash area balcony admeasuring __________ sq. mtrs. forming part of the said

Apartment/Unit i.e. an aggregate area of ______ sq. mtrs. (carpet area) on _____________ **Floor** in Block No. _____in the said Scheme known as **"CAPTOWN ENHANCE"** constructed on the said Land together with undivided share in the Common Assets and right to use all the Common Amenities and facilities provided in the said Building/Scheme to be used in common with other Purchasers therein as stated herein.

THE THIRD SCHEDULE ABOVE REFERRED TO

Description of Common Amenities and Facilities to be exclusively used by the Residential Unit Holders of BLOCK NOS. A+B+C+D+E

* Security Cabin; Entrance and Exit Gates
* Parking in the Cellars and Ground Floor as per the rules, regulations and resolutions of the Service Society from time to time
* Lift inside the Residential Area being Lift Nos. 2 in each Block.
* Common Open Plot
* Passage with lights leading to all the Floors and Cellar in the respective Residential Blocks
* Club House located at near common open plot
* Gym located inside club house
* Children play park
* CCTV
* Common Open Terrace above the 14^{th} Floor of each Block
* Overhead and Underground Water Tank

<u>THE FOURTH SCHEDULE ABOVE REFERRED TO</u>

<u>Description of Common Amenities and Facilities to be used by the Commercial Unit Holders of BLOCK NO. NOS. A+B+C+D+E</u>

* Parking in front of the commercial Units and in some part of 1st Cellar as per the rules, regulations and resolutions of the Service Society from time to time
* Passage with lights leading to all the Floors and Cellar in the Commercial Block Area
* Lift inside the Commercial Block A only being Lift No. 1.

<u>THE FIFTH SCHEDULE ABOVE REFERRED TO</u>

<u>Description of Common Amenities and Facilities to be used in common by the Residential and Commercial Unit Holders.</u>

* Electric Sub-Station
* U.G. Fire Tank and Fire Pump
* Bore well
* Pump with Motor
* Electric Meter

SIGNED AND DELIVERED BY THE WITHIN NAMED VENDOR NO.1/OWNERS

(1) Shri Rasikbhai Maganbhai

(2) **Shri Jayantibhai Maganbhai**

(3) Shri Hareshbhai Rasikbhai Patel

(4) Shri Kaushikbhai Ambalal Patel

(5) Shri Pareshbhai Ambalal Patel

In the presence of :

1.

2

SIGNED AND DELIVERED BY THE WITHIN NAMED VENDOR NO.2/DEVELOPER M/s. CAPTOWN INFRACON
through its Authorized Partner
Shri Hareshbhai Rasikbhai Patel

In the presence of :

1.

2

Annexure – I

MEMO OF CONSIDERATION

Date	Bank	Cheque No. Pay-Order No.	Amount

Total Rs./-

WE SAY RECEIVED

For :

Mr.

Authorized Signatory

Balance Rs.

Total Price Rs.

All the Payment subject to realization

The sum of Rs.______________/- be treated as initial non-refundable payment towards allotment of the said Apartment/Unit.

ANNEXURE – II

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

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

iii. Amount of Rs. __________/- (Rupees ______) (not exceeding 70% of the total consideration) to be paid to the Vendor 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. __________/- (Rupees ______) (not exceeding 75% of the total consideration) to be paid to the Vendor on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

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

vi. Amount of Rs. __________/- (Rupees ______) (not exceeding 85% of the total consideration) to be paid to the Vendor 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. __________/- (Rupees ______) (not exceeding 95% of the total consideration) to be paid to the Vendor 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. __________/- (Rupees ______) against and at the time of handing over of the possession of the Apartment to the Purchaser on or after receipt of occupancy certificate or completion certificate.

Rs. To be Paid (__________________ Only)

SCHEDULE UNDER THE REGISTRATION ACT (32-A)

The Vendor No. 1/Owners

(1) Shri Rasikbhai Maganbhai

(2) **Shri Jayantibhai Maganbhai**

(3) Shri Hareshbhai Rasikbhai Patel

(4) Shri Kaushikbhai Ambalal Patel

(5) Shri Pareshbhai Ambalal Patel

<u>The Vendor No. 2/Developer</u>

M/s. CAPTOWN INFRACON

Shri Hareshbhai Rasikbhai Patel

Authorized Partner

<u>PURCHASER</u>

Mr.

ANNEXURES A, B, C AND D TO BE ATTACHED

Annexure D

Details of common expenses to be incurred by the Vendor for the initial period of 24 Months from the fixed monthly maintenance amount received from the Purchaser

- Common Area Electricity Bills
- Common Area Property Taxes
- Security Expenses
- Housekeeping Expenses for common areas and facilities
- Normal day to day expenses for maintaining and up-keeping of the common areas and facilities.
- Accounting Fees payable for maintaining the Common Expense Accounting.