

AGREEMENT TO SELL

THIS AGREEMENT made and entered into at Surat on this.....day of, 2017 between

Between

M/s. HINGORA INFRASTRUCTURE LIMITED, a Company incorporated under the Companies Act, 1956, through its Director Mr. Sohail Hingora, having its office at M-4, Empire State Building, Ring Road, Surat, hereinafter referred to as **"THE PROMOTER"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its executors, administrators and assigns) of the FIRST Part;

AND

SHRI/SMT....., Indian Inhabitant residing at, hereinafter referred to as the "PURCHASER" (which expression shall unless it be repugnant to the context of meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) of the SECOND PART:

WHEREAS the Promoter herein being the Developer/Owner thereof have acquired various pieces and parcels of land together with having the ownership/development rights thereto situate, lying and being at Village : Gabheni, Sub-District & Taluka Surat City and District – Surat from different land owners on payment of monetary consideration by way of executing Conveyance Deed/Agreement, and Power of Attorneys in their own favor by the respective land owners/occupiers etc. together with handing over the possession of the same for use of non-agricultural purposes to construct the buildings thereon for residential and/or other purposes usage.

AND WHEREAS the perusal of the extracts of the Records of Rights and the Register of Mutation No. 443 dated 01.01.1958 reveals that the land bearing Survey Nos. 247/1 of village Gabheni known as Block number 264, was originally stands in the name of Cheebhabhai Sukhabhai since deceased and as evidenced from mutation entry No. 2086, Mohanbhai Cheebhbhai is legal heir of original owner Cheebhabhai Sukhabhai had brought on record in respect of the said plot of land.

AND WHEREAS the persons whose names were mutated in the Records of Rights by Mutation Entry No. 2094, hereto as the heirs/successors of Mohanbhai Cheebhabhai, consequent upon which they jointly became entitled to the share in the said land, containing by admeasuring area of 25686 square meter more particularly described in the Schedule I hereunder written, by the Sale Deed dated 09.09.2005, sold, assigned, transferred and conveyed in favor of Jivrajbhai Desai and Rajnibhai Jivrajbhai Desai. The transaction through the Sale Deed 09.09.2005 registered under serial no. 10523 dated 21.10.2005, came to be recorded in the Register of Mutation and Records of Rights by M.E. No.2481 on 15.11.2006.

AND WHEREAS the persons whose names were mutated in the Records of Rights by Mutation Entry No. 2481 hereto, consequently by Agreement for Sale/sale Deed sold, transferred in favor of Promoters/Owners herein in respect of Land bearing 247/1 of village Gabheni known as Block number 264 having an area of 25686 sq. meter. The transactions through the Sale Deeds in favor of Promoters/Owners herein came to be registered under serial no. 18681 on 26.07.2008.

AND WHEREAS the said Promoter being Owner, thus, has come to be seized and possessed of and/or otherwise well and sufficiently entitled to all that piece and parcel of land bearing Survey No. 247/1 of village Gabheni known as Block number 264, Sub District & Taluka- Surat City, Dist. Surat containing by

admeasuring total area of 25686 sq. meter more particularly described in the Schedule I hereunder written.

AND WHEREAS the Promoter since desirous of developing the said property described in schedule I having area of 5625.84 sq. meter out of land adm 25686 sq. meter (hereinafter referred to as "said Project Land") for constructing thereon building/s appointed Mr. Navin H. Patel, Architects and _____ as the Structural Engineer and the previous Owner has already submitted the Plan for development of the said Land for approval along with application for the Development Permission to Surat Municipal Corporation (SMC) and the same has been approved by Surat Municipal Corporation (SMC) vide order No. TDO/DP/NO. 284 dated 27.09.2013.

AND WHEREAS the Promoter in order to carry out development over the said project land has obtained the following sanctions/permissions:

- i. Vide letter reference/order No. (J)BK/TPS/REG- No. 1663/06-07 dated 30.03.2007 issued by Collector Surat, the Promoter/Owner was granted with NA permission;
- ii. Vide letter reference No. TDO/DP/NO. 284 dated 27.09.2013 issued by Surat Municipal Corporation (SMC), the Promoter has obtained Commencement Certificate to initiate the said development work on the said project land for the area having 5625.84 sq. meter;

AND WHEREAS the Surat Municipal Corporation (SMC), Town Planning Authority, who approved the plans for construction of Eight buildings of ground plus ____ floors by Development permission vide letter dated 27.09.2013 bearing Ref. No. TDO/DP/NO. 284.

AND WHEREAS the Promoter commenced the construction on the Project Land.

AND WHEREAS the Promoter proposed to construct the residential complex known as "ORCHID TOWER". The building having ground plus ___ floors. The building is currently sanctioned and to be constructed upto G+___ floors. The buildings are proposed to be constructed with further floors by loading TDR along with available increased FSI including paid premium FSI subject to receiving of necessary approvals from the respective planning authority in future.

AND WHEREAS the Real Estate (Regulations & Development) Act 2016 (RERDA) has come into force w.e.f. 1st May 2017, S. 3 whereof requires real estate projects in any planning area to be compulsorily registered with the Real Estate Regulatory Authority within three months of the date of the commencement thereof. The Promoter is/are, therefore, in the process of collating the required information /documents and undertakes to comply with the mandate of the 1st Proviso to S. 3 of the RERDA.

AND WHEREAS on demand from the Purchaser/s, the Promoter has afforded him/her/them the inspection of all the documents of title adverted to supra relating to the project land as also that of the plans, design and specifications prepared by Architect including all such other and further documents mandated by the RERDA and the Rules and Regulations framed thereunder.

AND WHEREAS the authenticated copy of the Title Certificate issued by Mr. Shafi G. Jardosh, Advocate is annexed hereto and marked as Annexure ___. The tenure of the project land is "Freehold. By Sale Deed, the Promoter has acquired the Project Land. The Promoter shall be developing the constructing building known as "ORCHID TOWER". The Promoter shall convey buildings to the society/limited company of the

Purchasers of flats and on the completion of building form a federation/holding company/Apex body and convey the Project Land and the common amenities as mandated by S. 17 of the RERDA to the Federation/ Holding company/ Apex body.

AND WHEREAS the authenticated copy of the plans and specifications of the flat/ apartment agreed to be purchased by the Purchaser/s as sanctioned and approved by the Town Planning Authority is annexed hereto and marked as Annexure “___”.

AND WHEREAS the Promoter has obtained all the requisite permissions/approvals from the Surat Municipal Corporation (SMC) and shall apply for the Occupancy Certificate of the buildings as and when the construction of the same is completed as per the approved plans.

AND WHEREAS the Promoter has accordingly commenced the building operations upon the project land of the buildings.

AND WHEREAS the Purchaser/s has/have requested the Promoter and the Promoter has agreed to sell (on the basis of carpet area only) to the Purchaser/s a flat bearing No. ___, admeasuring ___ Sq. Mtr. Carpet Area located in building/Wing ___ on the Floor ___ thereof in the Building Known as “ORCHID TOWER” as shown in the typical floor plan annexed hereto and marked as Annexure “___” being constructed on the said project land.

AND WHEREAS the carpet area mentioned in the immediately preceding clause means the net useable floor area of the apartment/flat including the area covered by the internal walls but excluding the area covered by the external walls, areas under service shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser or verandha area and exclusive open terrace area appurtenant to the said

Apartment for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS the Purchaser/s has/have agreed to pay _____/- (Rupees _____ Only) being the entire consideration of the said flat (on the basis of the carpet area alone) in accordance with the provisions of the RERDA and Rules and Regulations framed thereunder. The Purchaser paid Rs. _____ /- (Rupees _____ Only) as advance (not exceeding 10% of the entire consideration) and the balance amount shall be paid strictly in accordance with the progress of the construction work as delineated in Schedule annexed hereto and marked as Annexure “___”.

AND WHEREAS the Promoter, therefore, in compliance of the mandate of Sec. 13 of the RERDA execute this Agreement evincing the terms and conditions mutually agreed upon by and between the parties hereto whereunder the Promoter has agreed to sell and the Purchaser/s has/have agreed to purchase the apartment (flat) and covered parking which are set out hereunder.

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

1. RECITAL CLAUSES ARE INTEGRAL TO THIS AGREEMENT: The recitals supra are intended to be treated as the integral part of this agreement for all purposes including the interpretation of this document.

2. PROJECT:

2.1. The Promoter shall under normal conditions develop the said project in accordance with the plans, designs, specifications approved by the competent authority and which have been seen and approved by the Purchaser with only such

variations or as may be required by the competent authority or the Government.

2.2. If required, the Promoter shall carry out minor modifications as may be deemed fit. The Promoter shall also be entitled to carry out the amendment to the plan resulting in any addition / alteration to the existing floors due to additional FSI including TDR being available or otherwise. In all other cases the Promoter shall seek prior consent of the Purchaser, if such addition / alteration is adversely affecting the unit allotted to the Purchaser.

3. The Promoter has commenced the construction of the buildings A to H consisting of ground plus five floors on the piece and parcel of land bearing Survey No. 247/1 of village Gabheni known as Block number 264, Sub District & Taluka- Surat City, Dist. Surat containing by admeasuring total area of 5625.84 sq. meter more particularly described in the Schedule hereunder written (the Project Land), in accordance with the plans and specifications approved and sanctioned by the SURAT MUNICIPAL CORPORATION (SMC). The Promoter will be entitled to make such variations and modifications as the Promoter may consider necessary or desirable or as may be required by the Government, the Town Planning Authority, Corporation or any other Public Body or Authority to be made in them including but not limited to the addition of floors to any of the buildings and/or wings. The said plans and specifications have been kept at the office of the Promoter for inspection.

PROVIDED THAT except for such variations/additions/ alterations/ modifications as might be required to be carried out as per the requisition of the Government/Authorities, others shall be carried out, if so required, with the consent of the Purchasers in accordance with the mandate of the RERDA and the Rules and Regulations framed thereunder.

3. DESCRIPTION OF FLAT:

3.1 The Purchaser hereby agrees to purchase from Promoter and Promoter hereby agree to sell to Purchaser 'Unit/Flat No. _____ admeasuring carpet area of _____ sq. mtrs on ____ floor' in _____ Wing of the Building/Complex known as "ORCHID TOWER" being constructed on the said Project Land (the "**said Flat**") as shown in the floor plan thereof hereto annexed and marked as Annexure - _____. The said Flat is more particularly described in '**Second Schedule**'. In addition, the Purchaser is entitled to balcony/flower bed being ancillary area/Dry area of _____ sq. mtrs (the "**additional area**"). The said additional area is marked separately in the floor plan annexed. The aggregate of carpet area and additional area is the "**gross usable area**" totalling to _____ sq. mtrs available for use by the Purchaser.

3.2 The Purchaser has requested for reservation of one covered parking (the "**parking**") to be used to park its motor vehicle. Accordingly, Promoter hereby reserves one parking for exclusive use of Purchaser bearing No. _____. The parking is subject to final building plan approved by the corporation at the time of grant of occupancy certificate and exact parking shall be allotted at the time of possession on the basis of final plan.

3.3 The Purchaser shall not be allowed to allot/transfer/let-out said parking to any outsider/visitor i.e. other than the Flat Purchaser of said Flat.

3.4 The Purchaser shall keep the said parking space as shown in the sanctioned plan of said project and shall not enclose or cover it in any manner.

4. CONSIDERATION:

4.1 It is mutually agreed by and between the parties that consideration for sale of said Flat shall be Rs. _____/- (Rupees _____ only) (the “**said consideration**”) including the proportionate price of the common areas and facilities appurtenant to the Flat, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule annexed herewith.

4.2 The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser garage bearing Nos. ____situated at _____ Basement and/or stilt and /or podium being constructed in the layout for the consideration of Rs._____/.-.

4.3 The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser covered parking spaces bearing Nos ____ situated at_____Basement and/or stilt and /or _____podium being constructed in the layout for the consideration of Rs._____/.-.

4.5 The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus Rs._____/.-

4.6 The Purchaser has negotiated the consideration herein above by offering to pay to the Promoter consideration in the manner and schedule as annexed in annexure –“__”, which has been accepted by the Promoter. The payment of the consideration STRICTLY as per the payment schedule is agreed.

4.7 As defined by section 2(k) of the RERDA and understood to be the essence of the contract for the payment of the installments as per the schedule is essential for the completion of the construction in the given time frame and the default may adversely affect the completion of project within the

committed time frame. The Purchaser/s has been explained that any default in the payment as per the schedule might cause loss/delay to the entire project. The Purchaser/s has/has therefore agreed not to commit any default in the payment and scrupulously and tenaciously adhere to the schedule of payment.

4.8 The aggregate consideration of Rs. _____/- (Rupees _____ Only) mentioned supra is exclusive of the taxes, cesses, charges, penalties viz. service tax/GST/VAT/Octroi/LBT etc. and/or any other taxes, cesses, charges, penalties which might be levied/exacted in connection with carrying out of the development of the project and/or the building operations therein upto the date of the handing over the possession of the apartment, which the Purchaser/s undertake/s to pay the Promoter apart from the aggregate consideration of the Apartment.

4.9 The promoter may allow, in its sole discretion, a rebate for early payments for equal installments payable by the Purchaser by discounting such early payments at a rate mutually agreed upon by both the Promoters & Purchasers for 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 a Purchaser by the Promoter. It is in accordance with this clause that the cost for the mentioned flat has been fixed to that amounting in the clause 4.1.

4.10 The Total consideration stated in Clause 4.5 above is escalation-free, save and except escalations/increases on following grounds, which the Purchaser hereby agrees to pay on demand:

a. Any increase on account of development charges payable to the competent authority.

b. Any other increase in charges which may be levied or imposed by the competent authority from time to time.

c. Additional cost/charges imposed by the competent authorities.

d. The Promoter may charge the Purchaser separately for any upgradation/ changes specifically requested by the Purchaser in fittings, fixtures and specifications and any other facility.

5. ADDITIONAL CHARGES: The Purchaser shall on or before delivery of possession of the said unit, pay to the Promoter further total amount on following account:

(a) Proportionate share of taxes and other charges/ levies in respect of the society.

(b) Deposit towards water, electric and other utility and services connection charges.

(c) Deposits of electrical receiving and sub-station provided in layout.

6. The Purchaser/s has/has prior to the execution of this Agreement, perused all the documents constituting title deeds, approved plans, commencement certificate, development permission and satisfied himself/themselves/herself about the title of the Promoter to the said flat and no requisition or objection shall be raised upon the Promoter in any matter relating thereto. A copy of the Certificate of Title issued by Mr. Shafi G. Jardosh, Advocates certifying the clarity and the marketability of the title of the Promoter being Annexure “__” hereto. The Purchaser/s has independently of the said certificate made inquiries concerning the title of the Promoter to the Project Land and the Purchaser/s has/has accepted the same and he/she/he shall not be entitled to raise or administer

any requisition or objection in respect of the property or the Promoter's title thereto.

7. CONFIRMATION OF THE CARPET AREA: The Promoter shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area allotted to Purchaser/s, the Promoter shall demand additional amount from the Purchaser/s 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 of this Agreement.

8. AUTHORISATION TO THE PROMOTER TO ADJUST PAYMENTS TOWARDS DUES: The Purchaser/s authorizes the Promoter 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 Promoter may in its sole discretion deem fit and the Purchaser/s undertake/s not to object/demand/direct the Promoter to adjust his payments in any manner.

9. OBSERVATION OF THE TERMS/CONDITIONS OF THE DEVELOPMENT PERMISSIONS BY THE PROMOTER: The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to

the Purchaser/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

10. TIME BEING ESSENCE: Time is essence for the Promoter as well as the Purchaser/s. The Promoter shall abide by the time schedule for completing the project and handing over the apartment to the Purchaser/s and the common areas to the association of the Purchaser/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser/s shall make timely payments of the installments and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 4.6 herein above. ("Payment Plan").

11. FLOOR SPACE INDEX: The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 1.0 which yields total BUA of _____ square meters as is reflected from the area calculations shown on the sanctioned plans worked out for the time being in force. The Promoter has planned to utilize Floor Space Index of ____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of ____ as proposed to be utilized by him on the project land in the said Project and Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

12. If the Promoter fails to abide by the time schedule for completing the project and handing over the apartment to the Purchaser/s, the Promoter agrees to pay to the Purchaser/s, who does not intend to withdraw from the project, interest as specified in the Rules, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession. The Purchaser/s agrees to pay to the Promoter, interest as specified in the Rules, on all the delayed payment which become due and payable by the Purchaser/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Promoters. The Promoters shall in respect of any amount unpaid by the Purchaser/s under this Agreement, have a first lien and/or charge on the said flat agreed to be acquired by the Purchaser/s.

13. Without prejudice to the right of Promoter to charge interest in terms of sub Cl. 12 above, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing three defaults of payment of installments (Default would mean non payment of the respective installments within seven days of the receipt of notice of demand from the Promoter by the Purchaser), the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Purchaser/s, by Registered Post AD at the address provided by the Purchaser/s and mail at the e-mail address provided by the Purchaser/s, of the intention of the Promoter to terminate this Agreement setting out therein the specific breach or breaches of terms and conditions consequent upon which it is intended to terminate the Agreement. If the Purchaser/s fail/s to rectify the breach or

breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid or cancellation of the Agreement by the Purchaser for any reason whatsoever, the Promoter shall, upon forfeiting 20% of the amounts paid till then as liquidated damages refund to the Purchaser/s, 80% of the amount paid by the Purchasers till then within a period of thirty days of the termination.

14. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand to be provided by the Promoter in the said building and the Apartment as are set out in the Schedule annexed hereto and marked Annexure “___”. The list and specifications of fittings and fixtures is indicative. The promoters reserve the right to modify, change the brands and / or materials used from this list in case of discontinuation or non-availability of certain brands and/or materials from the market so long as the modifications made and the replaced brands / materials are of a reasonably similar nature and specifications.

15. The Promoter shall deliver possession of the Apartment to the Purchaser/s on or before 31st day of December 2018. If the Promoter fails or neglects to give possession of the Apartment to the Purchaser/s on account of reasons beyond his or his agent's control by the aforesaid date, the Promoter shall be liable on demand to refund to the Purchaser/s the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to the extension of time for delivering the possession of Apartment, 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.
- (iii) any order/decreed of the Court.
- (iv) Non-availability of cement, steel and/or other construction materials.

Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and after receipt of all the payments to be made by the Purchaser/s as per the agreement shall offer in writing the possession of the flat to the Purchaser/s in terms of this Agreement which the Purchaser/s shall take within two months from the date of issue of such notice. The Promoter agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Promoter or association of Purchaser/s, as the case may be. The Promoter on its behalf shall offer the possession to the Purchaser/s in writing on receiving the occupancy certificate of the Project.

Failure of Purchaser/s to take Possession of the flat: Upon receiving a written intimation from the Promoter as mentioned herein, the Purchaser/s shall take possession of the flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the flat to the Purchaser/s. In case the Purchaser/s fails to take possession within the time provided hereinabove such Purchaser/s shall continue to be liable to pay maintenance charges as applicable.

On obtaining the Part Occupancy/Certificate from the concerned authority, the Promoter shall be entitled to hand over possession of the said premises to the Purchaser/s even though permanent electricity and water connections are not connected by the concerned authorities. The Promoter shall not be liable for any loss, damage, injury or delay due to Electricity Board causing delay in sanctioning and supplying electricity or due to the Local authority concerned, causing delay in giving/supplying permanent water connection or such other service connections necessary for using/occupying the Premises. On the Promoter offering possession of the said premises to the Purchaser/s, the Purchaser/s shall be liable to bear and pay their proportionate share in the consumption of electricity and water. The Purchaser/s shall pay to the Promoter, within fifteen days of demand by the Promoter, his/her/their share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the said Building in which the said premises is situate. The Purchaser/s herein further agree/s, declare/s and undertake/s 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 said premises by the Purchaser(s) for any purposes other than for purpose for which it is sold.

16. If for any reason prior to the completion of the said building/s and the receipt by the Promoter of the total consideration money receivable by him or one or more out of a number of buildings or extensions or additions to and building/s have remained to be constructed Deed/s of Conveyance is/are executed in favour of the Co-operative Society or Limited Company, Federation of the Societies and if on the date of such Conveyance/s, the said building/s is/are not constructed or fully constructed and/or completed and/or

if the building/s and/or other portion of the said property has or have not been disposed of by the Promoter on ownership basis or if the Promoter has not obtained full consideration money receivable by him from all persons who have acquired the flats/ shops/ bungalow and other portions in the said property then and in any such event, Promoter shall have right to construct and complete the said building/s and to dispose of the unsold flats/ shops and/or other portions of the said property and/or to receive the consideration money even though such Conveyance/s as the case may be is executed in favour of the Co-operative Society/Federation. Adequate provisions for the above shall be made in the Deed of Conveyance/s.

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

The aforesaid warranty given by the Promoter is applicable only if after occupying the flat the Purchaser shall maintain the flat in the same condition as it was handed over to him by the promoter. In case the Purchaser makes any changes like shifting of the walls, doors, windows and their grills, bedrooms, kitchen, bathrooms, balconies, terrace, enclosing balconies, flower bed, extending rooms, changing floorings, plumbing systems, electrical wiring, sanitary systems and fittings, fixing falls ceiling or doing any work affecting and damaging the columns and/or beams of the building, or damaging the stability of the structure of the building, intentionally or due to negligence, with or without the

permission of the competent authority and/or society or association/company. Further, in the following cases where the Purchaser (i) installs air-conditioners on the external walls haphazardly which may destabilize the structure, (ii) Purchaser and/or its tenants load heavy luggage in the lift, (iii) damage any portion of the neighbor's flat or common areas by drilling or hammering etc. and (iv) does not follow the conditions mentioned in the maintenance manual, the Purchaser shall not be entitled to invoke the aforesaid warranty given by the Promoter.

18. The Purchaser/s shall use the flat/ bungalow or any part thereof or permit the same to be used only for purpose of residence. The Purchaser/s shall use the shop for commercial/business purpose. The Purchaser/s shall use the Covered Parking only for purpose of keeping or parking vehicles. The Purchaser/s shall not sell/transfer and assign his/her/their respective flats/shops, without obtaining the prior written NOC of the Promoters until the Co-operative Housing Society/Company, as the case may be, has been vested with the structure/common area of each wing in terms of this agreement.

19. The Purchaser/s along with other Purchaser/s of flats in the building/wings join in forming and registering the Co-op. Housing Society or Company to be known by such name as Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Co-op. Housing Society or Company in respect of each/ all wings / buildings and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Purchaser/s, so as to enable the Promoter to register the common organisation of Purchaser/s. No objection shall be taken by the Purchaser/s 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. If more than one Co-operative Housing Society is formed, the said Co-operative Housing Societies/Companies of Wings/buildings shall then form Federation/Holding Companies to which the common areas shall be conveyed.

The Promoter shall, within three months of the registration of Co-op. Housing Society/Company convey or cause to be conveyed to the concerned Co-op. Housing Society or Company as the case may be the structure of the wing/building as the case may be and the common area thereof.

The Promoter shall, within three months of registration of the Federation/ holding company of the Societies, as aforesaid, cause to be conveyed to the Federation/Holding Company all the right, title and the interest of the Promoter in the project land. The Purchasers undertake to co-operate in the formation/registration of the Federation/Holding Company and agree to pay his/their proportionate share of the stamp duty and the registration charges on such conveyance.

Within 15 days after notice in writing is given by the Promoter to the Purchaser/s that the flat is ready for use and occupancy, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the flat) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the

Society or Limited Company is formed and the said structure of the building/s or wings are transferred to it, the Purchaser/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Purchaser/s further agrees that till the Purchaser/s share is so determined the Purchaser/s shall pay to the Promoter provisional monthly contribution of Rs. ____ per month towards the outgoings. The amounts so paid by the Purchaser/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

20. The Purchaser/s shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-

(i) Rs. ____for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii) Rs. ____ for formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) Rs. ____ for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body

(iv) Rs. ____ for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

(v) Rs. ____ for Deposit towards Water, Electric, and other utility and services connection charges &

(vi) Rs.____ for deposits of electrical receiving and Sub Station provided in Layout.

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

22. At the time of registration of conveyance of the structure of the building or wing of the building, the Purchaser/s shall pay to the Promoter and/or directly to the respective authorities, the Purchaser/s' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Purchaser/s shall pay to the Promoter, the Purchaser/s' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

23. The Promoter hereby represent and warrant to the Purchaser/s as follows:

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

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

iii. There are no encumbrances upon the project land or the Project and except those disclosed in the title report;

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

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

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

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said flat which will, in any manner, affect the rights of Purchaser/s under this Agreement;

viii. The Promoter confirm that the Promoter are not restricted in any manner whatsoever from selling the said flat

to the Purchaser/s in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of Purchaser/s the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchaser/s;

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

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

xii. The Promoter shall be entitled to put up his hoardings/Neon sign on tender/parapet wall displaying his logo/trade mark making the project having been developed by them for which the purchaser/s has given unconditional consent. The Society/ Company/Federation/Holding Company not demand any charges for the same from the Promoter except the actual electric consumption cost.

24. The Purchaser/s or himself/ themselves with intention to bring all persons into whosoever hands the flat/shop/bungalow may come, hereby covenants with the Promoters as follows :-

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

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

iii. To carry out at his own cost all internal repairs to the flat/shop/bungalow and maintain the flat/shop/bungalow in the same condition, state and order in which it was delivered by the Promoters to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the flat/shop/ is situated or the flat/shop/bungalow 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/s committing any act in contravention of the above provision, the Purchaser/s 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 flat/shop/bungalow 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 flat/shop/bungalow or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the flat/shop/bungalow is situated and shall keep the portion, sewers, drains and pipes in the flat/shop/bungalow 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 bungalow and/or building in which the flat/shop is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the flat/shop/ bungalow without the prior written permission of the Promoters and/or the Society or the Limited Company. The purchaser understands that making any modification in his apartment may lead to loss of waterproofing and hence lead to leakages and seepages in the apartments of neighbours/ apartments which are at lower floors. The purchaser acknowledges that it is his sole responsibility to maintain the flat/shop/bungalow and its waterproofing in a tenable condition so as not to cause difficulties for others, failing which it shall be the purchaser's sole responsibility to effect repairs at his time, cost & effort.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project lands and the building in which the flat/shop/is situated or any part thereof or to the bungalow 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 flat/shop/bungalow

in the compound or any portion of the project lands and the building in which the flat/shop/bungalow is situated.

vii. Pay to the Promoters within fifteen days of demand by the Promoters, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the flat/shop/bungalow 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 flat/shop/bungalow by the Purchaser/s for any purposes other than for purpose for which it is sold.

ix. The Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the flat/shop/bungalow until all the dues payable by the Purchaser/s to the Promoters under this Agreement are fully paid up.

x. The Purchaser shall not sell, mortgage, transfer, assign the flat/shop/bungalow to him/her without obtaining No-Objection Certificate from the Promoter until the execution of the conveyance in favour of the co-operative society/Federation of the Societies.

xi. The Purchaser/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats/shops/bungalow 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/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the flat/shop/bungalow and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xii. Till a conveyance of the bungalow and structure of the building in which flat/shop is situated is executed in favour of Society/Limited Society, the Purchaser/s shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xiii. Till a conveyance of the project lands on which the said bungalow and the buildings in which flat/shop is situated is executed in favour of Apex Body or Federation, the Purchaser/s shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project lands or any part thereof to view and examine the state and condition thereof.

25. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which he has been received.

26. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said project lands and Building or any part thereof. The Purchaser/s shall has no claim save and except in respect of the flat hereby agreed to be sold to him and all open spaces,

parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

27. After the Promoter execute this Agreement he shall not mortgage or create a charge on the flat 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/s who has taken or agreed to take such flat/shop/bungalow.

28. Forwarding this Agreement to the Purchaser/s by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser/s until, firstly, the Purchaser/s 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/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Purchaser/s fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever, unless the Purchaser(s) replies in writing to the notice asking for more time for the purpose of

registration of his agreement, in which case a decision to grant further time may be taken by the Promoters.

29. 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 flat, as the case may be.

30. Any delay or indulgence by the Promoters in enforcing the terms of this Agreement or any forbearance on their part or giving extensions of time to the Purchaser/s (or payment of purchase price in installments or otherwise) shall not be construed as a waiver on the part of the Promoters of any breaches of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the right of the Promoters.

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

32. 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 Purchaser/s of the flat, in case of a transfer, as the said obligations go along with the flat for all intents and purposes.

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

applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

34. Wherever in this Agreement it is stipulated that the Purchaser/s has/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 flat to the total carpet area of all the premises in the Project.

35. 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.

36. The said building shall always be known as "ORCHID TOWER" and the name of the co-operative society, limited company or legal body to be formed shall bear the same name or any other name, but the building's / project's name shall not be changed.

37. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory and the Purchaser/s at the Promoter's Office at M-4, Empire Estate Building, Ring Road, Surat and after the Agreement is duly executed by the parties hereto the same shall be registered at the office of the Sub-Registrar at Surat. Hence this Agreement shall be deemed to has been executed at Surat.

38. The Purchaser/s and/or Promoter shall present this Agreement as well as the conveyance at the proper registration

office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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

Purchasers Name:

Address:

Notified Email ID:

Notified Mobile No.:

Promoters:

Name of Representative: Mr.

Address:

Email ID:

Mobile No:

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

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

42. The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser/s.

43. Any dispute between parties shall be settled amicably. The parties hereto have conscientiously agreed that any dispute/s or difference/s arising out of the transaction carried out under this agreement, the same shall first be communicated to the customer relationship managers of the Promoter, before being communicated to the higher authorities viz. CEO of Promoter's firm. If any dispute/s or difference/s is/are still unsolved, they be referred to the Directors of the firm. In case of failure to settle the dispute amicably after the Purchaser giving 30 days of written notice to the promoters, the same shall only then be referred to the Authority as per the provisions of the mandate of the RERDA and the Rules and Regulations, thereunder.

44. 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.

THE SCHEDULE I ABOVE REFERRED TO:

All that piece and parcel of land bearing Survey No. 247/1 of village Gabheni known as Block number 264, Sub District & Taluka- Surat City, Dist. Surat within registration and sub-registration District of Surat, within the limits of SURAT MUNICIPAL CORPORATION (SMC)admeasuring about 5625.84 sq. meter or thereabout and bounded as follows:

On or towards the East : by S. No.
On or towards the West : by S. No.
On or towards the North : by S. No.
On or towards the South : by S. No.

THE SCHEDULE II ABOVE REFERRED TO:

A Flat bearing No. _____ admeasuring _____
sq.feet (carpet) on the _____ floor in_____Wing in the
Building known as “ORCHID TOWER” constructed on the
property described in the first Schedule hereinbefore written
and additional area being balcony/flower bed being ancillary
area/Dry area of _____ sq.mtrs along with covered
Parking/Garage No. _____ .

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

SIGNED AND DELIVERED BY)
THE WITHIN NAMED Promoter:)
M/s. Hingora Infrastructure Ltd.)
through its authorized Signatory)
WITNESSES: Name)

SIGNED AND DELIVERED BY)
THE WITHIN NAMED Purchaser:)
_____)
WITNESSES: Name)

R E C E I P T

RECEIVED OF AND FROM THE PURCHASER/S)
withinnamed the day and the year first hereinabove)
written the sum of Rs./- (Rupees.....)
.....)
only being the earnest money deposit to be paid by)
him/her/them to us as within mentioned.)

I SAY RECEIVED

M/s. Hingora Infrastructure Ltd.
Authorised Signatory

ANNEXURE - “ ____ ” SCHEDULE OF PAYMENT

1. The Purchaser/s have/has paid on or before execution of this agreement a sum of (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of `(Rupees) in the following manner:-
- i. Amount of `/-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.
- ii. Amount of `/-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoters on

completion of the Plinth of the building or wing in which the said flat is located.

iii. Amount of `...../- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoters on completion of the slabs including podiums and stilts of the building or wing in which the said flat is located.

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

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

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

vii. Amount of `...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said flat is located.

viii. Balance Amount of `...../- (.....) against and at the time of handing over of the possession of the flat to the Purchaser/s on or after receipt of occupancy certificate or completion certificate.