BOOKING AGREEMENT - AGREEMENT FOR SALE

WITHOUT POSSESSION

THIS ARTICLES OF AGREEMENT (the "Agreement") made at Ahmedabad this day of Two Thousand Sixteen BETWEEN SATYA HABITAT PRIVATE LIMITED, (PAN: AAUCS3048R), a Company formed and registered under the law relating to Companies, having Corporate Identity No. U70101GJ2014PTC078917, Address: 3rd Floor, Satya Complex, Opp. IOC Petrol Pump, Near Medilink Hospital, 132 Ft. Ring Road, Satellite, Ahmedabad – 380 015, hereinafter called "THE OWNER - VENDOR" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its partners as at present and from time to time and the heirs and legal representatives of the last surviving partner) of the One Part AND

hereinafter called **"**THE PROSPECTIVE PURCHASER" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include (in case of individual) his heirs, legal representatives, executors and successors, (in case of HUF) its members as at present and from time to time, and their respective heirs, executors and successors, (in case of Trust) its Trustees, beneficiaries and office bearers as at present and from time to time, (in case of Partnership firm) its partners as at present and from time to time, and the heirs and legal representatives of the last surviving partner, (in case of Company or Corporation) its successors) of the Other Part.

A. WHEREAS

1. The Owner - Vendor is owner, title holder and possessor of the land situate at Vastrapur (sim), Taluka Vejalpur (Old Taluka Ahmedabad City West), in the Registration District Ahmedabad and Sub District Ahmedabad – 3 (Memnagar), bearing Final Plot No. 109+110, of Draft town Planning Scheme No. 31 (University Campus(Second varied), representing revenue Survey No. 205/2, and more particularly described in the First Schedule hereunder written (Hereinafter referred to as the "Land").

3. The said Land is acquired by way of purchase by the Owner - Vendor as per two Deeds of Conveyance on Sale as per details below:

i) Deed of Conveyance, dated 23rd February, 2015, registered with the office of the said Sub Registrar, under Sr. No. 1375 made between Nehaben Nandlal as the "Vendor" and the Owner - Vendor herein as "Purchaser" with respect to Final Plot land admeasuring about 1123 Sq.mts., and

ii) Deed of Conveyance, dated 23rd February, 2015, registered with the office of the said Sub Registrar, under Sr. No. 1376 made between Nehaben Nandlal as the "Vendor" and the Owner - Vendor herein as "Purchaser" with respect to Final Plot land admeasuring about 1039 Sq.mts.

B. AND WHEREAS

1. The Owner - Vendor has purchased the said Land with a view to develop the same and to construct thereon commercial complex or project, consisting of commercial premises, like shops, show-rooms, offices, work spaces, etc., to market and dispose of the same.

2. The Owner - Vendor has proposed and promoted a scheme of commercial complex – commercial project thereon, known or described as "SATYA ONE" (Project / Complex / Scheme), consisting of commercial premises, being shops, offices, showrooms, work spaces, etc.

C. AND WHEREAS

1. The development and construction plans, specifications and designs of the said Project have been sanctioned by Ahmedabad Municipal Corporation, as per Development Permission / Rajachitthy, dated 4th April, 2015, bearing No. 03520/020814/A2497/RO/M1, and thereafter revised and sanctioned by AMC as per its Development Permission / Rajachiththy, dated 5th July, 2016, bearing No. 6427/020814/A 2497/R1/M1, in the manner as stated therein (Hereinafter referred to as the "Development Plans" or "Sanctioned Plans). The expression "Development Plans" or "Sanctioned Plans" shall mean and include all and every addition, alterations, modifications therein that may be made by the Owner - Vendor from time to time during the progress of the work and implementation of the Project and thereafter.

2. The said Land is granted revised permission for Non Agricultural Commercial Use by Deputy Collector (N.A.), dated 31st December, 2014, bearing No. NA/U.2/Section-67/Case No. 63 / Vastrapur / 2013-2014, on the terms and conditions contained therein.

3. The work of due diligence of title with respect to the said Land has been carried out by M/S. Shantilal and Co., Advocates and Solicitors, and has issued Title Clearance Certificate with Report on Title, dated 11th April, 2015.

D. AND WHEREAS

1. The Prospective Purchaser herein has desired to acquire and for the purpose to reserve for him/her/it the Commercial Premises in the Project, being Office No. ________, on the ___________ Floor, admeasuring about ________ Sq.ft. Built up area equivalent to _________ Sq.mts. of Built-up Area, and Carpet Area

admeasuring _____Sq.ft ,and proportionate undivided land admeasuring sq. mts. more particularly described in the Second Schedule hereunder written (Hereinafter referred to as the “Unit”) for the negotiated lump-sum price or consideration of Rs. /- [Rupees only]

2. The Prospective Purchaser has perused, studied and explained to himself / herself / itself, the said Certificate and Report on Title of the Land issued by said M/S. Shantilal and Co., and the records, documents, papers and writings referred to therein, sanctioned Development Plans, specifications, designs and details of the Project and other matters and things generally relating to the Project.

3. The Owner - Vendor intends to enter into similar agreements with other prospective purchasers for other units in the Project.

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

1. The Owner - Vendor agrees to allot, sale and make available and for the purpose hereby reserve for the Prospective Purchaser the Unit in the said Project on the Land and the Prospective Purchaser agrees to accept and acquire the same, in the manner, on the terms, conditions, covenants, stipulations and provisions as stated hereafter.

2. The Unit will be allotted, sold and made available, subject to other terms and conditions herein, in accordance with the said Sanctioned Plans which have been kept at the site for inspection and as per the specifications which the Prospective Purchaser has seen and approved. The Prospective Purchaser has also agreed that the Owner - Vendor may make such variations and modifications therein, general or specific as directed/mandated by the Government, Ahmedabad Urban Development Authority (AUDA) / Ahmedabad Municipal Corporation (AMC) and other authorities from time to time and/or which the Owner - Vendor may consider advantageous, necessary, mandatory, desirable or convenient, and/or to use and accommodate further and other FSI, this shall operate as an irrevocable consent of the Prospective Purchaser for making such variations and/or modifications and for all and every costs, charges and expenses incurred relating to the same or the matters incidental or ancillary thereto.

3. The said Title Clearance Certificate with Report on Title, dated 11th April, 2015 for the Land has been obtained from M/S. Shantilal and Co., Advocates and Solicitors. And prior to the execution of the Agreement, the Prospective Purchaser has satisfied himself / herself / itself about the title of the Land, and he/she/it shall not be entitled to further investigate the title and no requisition or objection, special or general shall be raised in respect of any of the matters relating to the same.

4\. a) The Prospective Purchase has agreed to pay to the Owner - Vendor as consideration or contribution for allotment and sale of the Unit, the sum of **Rs. /- (Rupees Only)** (Hereinafter referred to as the “Contribution”) as mentioned herein below. The said consideration is for the Built Up area of the said property. In addition to the said consideration, the Prospective Purchaser shall pay an amount relating to (i) electricity connection, electrical power supply, laying of electrical cable and other matters and things relating to electricity and (ii) for cost, charges and expenses for sanction of development and construction plans, Building Use Permission, Security Deposits, scrutiny fees, etc. and legal work which comes to Rs. /- (Rupees only) with the result the total consideration or contribution payable by the Prospective Purchaser will be the aggregate amount of Rs. /- (Rupees Only). The contribution shall be paid by cheques / Demand Drafts drawn in favour of the Owner - Vendor, and the balance amount is to be paid before ______from registration of this booking agreement, If the prospective purchaser fails to pay the balance or remaining amount than the Owner - Vendor shall be entitled to recover the delayed or defaulted installments / payments with interest at the rate of 18 % per-annum for the delayed period.

The Prospective Purchaser has paid amount to the Owner-Vendor as per following details

Date	Cheque No.	Bank Name	Amount in Rs.

Mode of Payment

a) If the Prospective Purchaser shall propose to obtain Loan from any Financial Institution (the "Institution") and if such loan is sanctioned by the Institution, and if the loan is being disbursed in installments by the Institution directly to the Owner - Vendor as per progress of the work or otherwise, the Owner - Vendor will be entitled to claim and receive such payment directly from the Institution without any specific separate consent or confirmation from the Prospective Purchaser to the Institution. The Prospective Purchaser hereby gives his / her / its irrevocable consent and authority to the Institution to make disbursement of such payments to the Owner - Vendor and to be debited to his / her / its Loan Account, and the Prospective Purchaser gives his / its irrevocable consent and authority to the Owner - Vendor to receive the same towards the said Contribution and amounts to be received under other provisions herein.

b) In the event that the construction of Unit is completed ahead of estimated schedule, the payment of the remaining installments shall accelerate and will became payable on demand by Owner - Vendor, and Owner - Vendor may call upon Prospective Purchaser to complete the balance payment.

c) It has been agreed that the Prospective Purchaser shall not be entitled for any separate estimate of related land contribution, construction contribution or any other separate detailed particulars of the said contribution to be paid under this Agreement. However, the Owner - Vendor for its purpose may account for the same under such different heads of the Project and matters thereof as it may deem proper.

5. The said amount referred to in clause (4) hereinabove to be paid by the Prospective Purchaser does not include payments, costs,

charges and expenses which are at present not ascertainable and determined, such as :

a) All and every costs, charges and expenses regarding stamp duty, registration fees, legal fees, out of pocket expenses and other expenses required to be paid, spent or incurred for this Agreement, for legal and proper completion of formalities/transaction of allotment and making available the Unit to the Prospective Purchaser , and related agreements, documents, papers and writings that may be required to be made, executed and/or registered for the purpose;

c) All and every costs, charges and expenses of laying of all work relating to Fire Protection System in the said Unit or any other service, utility or facilities if required relating thereto by law or any authority, to be installed or erected or any other measures which may additionally be required to be taken.

d) Any state or central levies, taxes, cesses, charges including Service Tax, GST, Labour Welfare Cess, etc, if any, from time to time payable in respect of the Unit, as may be fixed by the Owner - Vendor / Government to be paid by the Prospective Purchaser for and towards the same, shall be final, conclusive and binding upon the Prospective Purchaser .

All and every aforesaid cost, charges and out of pocket expenses shall, as proportionately coming to the share of the Prospective Purchaser as may be fixed by Owner - Vendor, be borne and paid additionally.

6. a) It is hereby expressly agreed that time for payment of each of the aforesaid amounts referred to in para (4) and (5) and strict adherence to the payment schedule shall be the ESSENCE OF THIS AGREEMENT. In the event of the Prospective Purchaser making any delay or default in payment of any one installment or any other amount due under the Agreement whether formally demanded or not, the Owner - Vendor shall be entitled to recover the delayed or defaulted installments / payments with interest at the rate of 18 % per-annum for the delayed period. If the Prospective Purchaser shall fail to remedy the breach within 10 days from the date of the receipt of notice from the Owner - Vendor in that behalf, the Owner - Vendor shall have option to cancel the reservation of the Unit and the Owner - Vendor will be entitled to forfeit 50% of the total Contribution payable under this Agreement, and the Owner - Vendor will be entitled to dispose of the Unit reserved for the Prospective Purchaser to any other party as the Owner - Vendor may determine and the Prospective Purchaser will have no claim of any nature whatsoever against the Owner - Vendor or in respect of the Unit. Surplus if any will be refunded without interest only after the Unit is disposed off and full Contribution is received from new Prospective Purchaser for the same. This is without prejudice to other rights and remedies of the Owner - Vendor available under the other terms hereof or law.

b) In the event, under the terms herein, the Owner - Vendor may cancel and terminate this Agreement, the Owner - Vendor without reference to the Prospective Purchaser may prepare Memorandum of such cancellation and termination, and may get registered the same with the office of the appropriate Sub Registrar or with such other authority as it may deem fit. Such Memorandum of Cancellation and Termination shall be binding upon the Prospective Purchaser with the spirit and intention, as if the Prospective Purchaser is executant to the same, and such Memorandum is executed by the Owner - Vendor also in representative capacity on behalf of the Prospective Purchaser . The Prospective Purchaser hereby grant irrevocable consent and authority to the Owner - Vendor for the same. Cost charges and expenses relating to preparation, execution and registration of Memorandum of Cancellation and Termination shall be to the account of Prospective Purchaser , and also without prejudice to other rights and remedies of Owner - Vendor.

7. a) The Owner - Vendor shall endeavor to give possession of the Unit to the Prospective Purchaser around 30th June, 2017, subject to force majeure, sanction of plans, availability of cement, steel, water for construction or other building materials and subject to the non occurrence of strike, shortage of labourers, electrical faults, civil commotion or any act of God such as earth-quake, flood or any other natural calamities and subject to the consequences/ repercussion of any notice, order, rule or notification of the Government and/or any other public or local authorities or others caused beyond the control of the Owner - Vendor and subject to regular and timely payments to be made by the Prospective Purchaser under various clauses herein and subject to due and proper observance of the terms and conditions herein, subject however that the remaining work of the project may be in progress and may be completed in due course.

b) The Prospective Purchaser agrees that in case the Owner - Vendor is unable to construct, deliver and allot the Unit to the Prospective Purchaser due to :

i) any legislation, order or rule or regulation made or issued by the Government or any other authority or;

ii) the fact that if any concerned competent authority/ies, refuses,, with-holds, denies the grant of necessary approvals, or revoke, cancel, or suspend the approvals already granted for the said Project;

iii) the fact that if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority/ies become subject matter of any suit / writ before a competent court or;

iv) force majeure conditions,

then the Owner - Vendor, at its discretion, may cancel the reservation of the Unit and this Agreement, in which case the Owner - Vendor shall only be liable to refund to the Prospective Purchaser the amounts paid by the Prospective Purchaser , without any interest, damage or compensation whatsoever.

c) If the Owner - Vendor fails to give possession of the Unit on or before 30th June, 2017, cause thereof attributable to the Owner - Vendor and for the reasons other than those specified in Para 7 (a) or (b) above, the Prospective Purchaser may cancel the Agreement and claim back the amount paid herein. But shall not be entitled for any further or other amount by way of loss, damage, compensation, interest or any other.

d) The Owner - Vendor agrees to make available the Unit by way of allotment / sale by execution and registration of such Deed of Allotment / Conveyance by Owner - Vendor in favour of Prospective Purchaser as may be advised and prepared by M/S. H. Desai & Company, Advocates & Solicitors, Ahmedabad.

8. Under no circumstances, possession of the Unit shall be given by the Owner - Vendor to the Prospective Purchaser until all payments required to be made under the Agreement including without limitation referred to in para 4, 5 and 6 (a) above, by the Prospective Purchaser have been made to the Owner - Vendor and the Prospective Purchaser has duly and properly observed and performed his/her/its obligation, as per/ under the terms and conditions herein.

9. As soon as the Unit is notified by the Owner - Vendor as complete, each of the Prospective Purchaser of the premises (including the Prospective Purchaser herein) shall pay the respective balance amount payable by him/her/it within 15 days of such notice served individually or to be put at any prominent place in the Project. If the Prospective Purchaser herein fails to pay the arrears as aforesaid, the Owner - Vendor will be entitled to terminate this Agreement as per clause 6 hereinabove.

10. The Owner - Vendor shall, in respect of any amount remaining unpaid by the Prospective Purchaser under the terms and conditions of the Agreement, have a first lien and charge on the Unit reserved for the Prospective Purchaser.

11. Nothing contained in this Agreement shall be construed so as to confer upon the Prospective Purchaser any right, title or interest of any kind whatsoever in, to or over the Unit or as allottee of the Unit. Such conferment shall take place and right as allottee / purchaser shall crystallize only upon the following and till then it shall be treated as a “Proposal” only.

   a) The Owner - Vendor has received all the payments due to it as provided under the Agreement hereof from the Prospective Purchaser.

   b) The possession of the Unit has been handed over by the Owner - Vendor to the Prospective Purchaser as provided under the Agreement.

   c) The Prospective Purchaser has, generally, duly and properly observed the terms and conditions contained herein.

12. The Prospective Purchaser shall have no claim with respect to any part of the Project, like common foyer, ground level parking, basements parking, common amenities, terraces, open margin land, common open areas and spaces, lifts, lift well, staircases, lobbies, passages, atrium, façade, exhaust fans, garbage ducts, fire system, plumbing duct, utility area, D.G. Set, bore-well, underground and over-head water tank, common areas and spaces, common amenities, facilities, services, utilities, and other assets of common use as may be save and except the Said Unit reserved for

him/her/it herein and minimum conveniences required for use, occupation and enjoyment of Said Unit.

13. a) The Prospective Purchaser shall pay by way of Common Maintenance Fees of Rs. /- before executing sale deed for initial period of twelve months to commence from grant of Building Use Permission and thereafter as may be fixed by the Owner - Vendor.

This Maintenance amount shall be paid when the Unit is notified as complete and ready for possession and will be utilised to meet with/pay for the common electricity bills, water bills, staff salaries, repair, replacement, addition, modifications, renovation, administration, management, etc. of common amenities, facilities, services and infrastructure of the Project. The Maintenance amounts for other units in the Scheme will be payable similarly. If the Maintenance amounts are found to be insufficient, the Prospective Purchaser may be required to pay an additional amount as may be sufficient, in the Owner - Vendor's opinion, to make good the deficit in such expenses. The decision of the Owner - Vendor in all matters herein shall be final and binding upon the Prospective Purchaser.

b) In addition to aforesaid, Common Maintenance Fund of Rs. /- shall be paid by the Prospective Purchaser before executing the sale deed. Similar Common Maintenance Fund will be generated from the other prospective purchasers of the units in the scheme, and the income thereof will be utilized to meet the expenses of maintenance, repair, etc. of the common amenities, facilities, services, conveniences, utilities and common infrastructure of the scheme, and the same shall be paid when the Unit is notified to be complete and ready for possession or handing over of the actual possession of the unit, which is earlier.

c) i) The said Project consists of several units to be disposed of to several prospective purchasers. For the purpose of convenience and efficient management, running and maintenance of the Assets of Common Use, the Project and to hold the Land, Service Co-operative Society / any other Entity (Hereinafter referred to as "Society" to include any other Entity) may be formed, which will finally consists of the purchasers of the units in the Project as its only members and share holders. The Prospective Purchaser shall become member and share holder / part of such Society.

ii) The related interest in the land of the Prospective Purchaser referring to Unit may be held, entered, registered and represented in the name of Society / entity in fiduciary capacity in revenue, City Survey and other relevant government records. The Prospective Purchaser herein gives his / her / their / its irrevocable consent for the same. In which event, the Prospective Purchaser shall derive the right or interest in land representing its Unit through Society.

iii) Any other or further arrangement that may be worked out by the Owner - Vendor for or in the matter of to hold the Land; to hold, run, manage, maintain, etc. the Assets of Common Use and other matters of common interest of the Project; to hold and use common maintenance fund and other common funds; to frame rules and regulations regarding use, occupation, enjoyment, etc. of the Assets of Common Use, and generally any matter or thing of common interest of the prospective purchasers, Land and Project generally shall be binding upon the Prospective Purchaser herein and purchasers of units in the Project and shall be bound to observe and perform the same.

d) The said Project is conceptualized, designed and being implemented by the Owner - Vendor. Under these circumstances, the over-all ownership, control, administration and management of the Project and its common areas and spaces, common infrastructure, amenities, facilities, services, conveniences and utilities to include described in para (12) above relevant matters and things (Hereinafter collectively referred to as "Assets of Common Use") will remain with the Owner - Vendor, and thereafter the Society. The Owner - Vendor has emphasized and the Prospective Purchaser has accepted that the Project has unique and special features, and beauty and pleasure and enjoyment of the Project and its units is in the proper management and maintenance and running of its Assets of Common Use.

i) The affairs, matters and things as regards the Society, relating to the Project and Assets of Common Use and to manage, maintain, control, regulate, monitor, look after, renovate, upgrade, etc., the Assets of Common Use may, at its sole option be attended by the Owner - Vendor, by offering its services, through a group concern for such period and in such manner as it may decide before handing over possession.

ii) The Owner - Vendor may attend the aforesaid by itself or through an agency on such terms and conditions that may be finalized by the Owner - Vendor in the interest of the Assets of Common Use and the Society and purchaser of the units.

iii) The Owner - Vendor may manage the matters and things relating to the Assets of Common Use either directly or through the Society, and in doing so may directly appoint employees on its payroll or on the payroll of the Society or appoint agencies to provide various services concerning the same. The Owner - Vendor may appoint an Estate Manager and other supporting staff for day to day management of the Project and its Assets of Common Use on the payroll of Society or otherwise.

iv) Common Maintenance Expenses and Common Maintenance Deposit to be handled, managed, parked / invested, used, utilized, etc. in the hands of or through Owner - Vendor / Society.

v) The Owner - Vendor may hire professional managers and/or management agency for supervision and management of the Assets of Common Use. Direct or pro-rata chrges and overheads for such services will be payable by the Society.

vi) The Owner - Vendor as agent and for and on behalf of and in the name of the Society will be entitled to attend all matters and things herein, including to attend/manage the financial transactions and the same shall be duly accounted for.

e) The Common Maintenance Expenses and Common Maintenance Fund will be payable by the Prospective Purchaser within seven days of the Unit is notified to be complete or ready for delivery and possession by the Owner - Vendor to them, whichever is earlier.

f) All the affairs, matters and things handled and attended by the Owner - Vendor herein will be at the cost, risk and consequences of the prospective purchasers of the Project. The Owner - Vendor will maintain proper records in handling and attending the aforesaid financial and other matters and things.

g) The Prospective Purchaser regularly without any delay or default shall pay the Maintenance, Administrative and other Management deposits and charges that may be levied, charged or imposed by the Society and the Owner - Vendor from time to time.

h) Subject to aforesaid, the decision of the Owner - Vendor in all affairs, matters and things aforesaid shall be final and binding upon the prospective purchasers and the Society.

i) The Owner - Vendor shall not be required to pay maintenance and other payments and related charges for un-disposed unit/ units in the Project.

j) Any of the aforesaid matters and things may be changed, modified, revised, altered, added, substituted, etc. from time to time by the Owner - Vendor.

k) The Owner - Vendor shall not be personally liable or responsible for all and every act, deed, matter and thing done or omitted to be done by it bonafide and as a man of reasonable prudence. The Society and the Prospective Purchaser and other prospective purchasers shall indemnify and keep indemnified the Owner - Vendor and all other persons under it in respect of thereof.

l) The account, affairs, matters and things in respect of the aforesaid shall be duly audited by Chartered Accountant. All such accounts and records audited and certified by the Chartered Accountant shall be final, and thereafter the Owner - Vendor shall not be responsible/liable towards the Society, or prospective purchasers.

14. So long as the Unit is not separately assessed for water rates, electricity bills, and any other outgoing amenities/facilities, the Prospective Purchaser shall pay to the Owner - Vendor such amount as may be fixed by it from time to time. After the units in the Said Project are separately assessed, the balance amount will be refunded to or deficiency will be recovered from the respective Prospective Purchaser by the Owner - Vendor. The decision of the Owner - Vendor in all matters relating to the same shall be final and binding upon the Prospective Purchaser .

15. The Prospective Purchaser hereby agrees that in the event if any amount due to the Nagar Panchayat, the State Government, AUDA, AMC, Town Planning Authority, or other public authority like betterment charges or development taxes or payment of similar and/or any other nature becoming payable by the Owner - Vendor, the same shall be reimbursed by the Prospective Purchaser as may be fixed by the Owner - Vendor.

16. The Prospective Purchaser shall maintain at his/her/its cost the Unit in the same good condition, state and order in which it was delivered to him and shall abide by the Rules and Regulations of the Government, AUDA, AMC, Nagar Panchayat, District Panchayat, Electricity Company, Town Planning Authority, local bodies and other authorities and Society and shall attend, answer and be responsible for all his/her/its actions.

17. It is hereby agreed that the Prospective Purchaser shall not put any notice/sign board on the Unit without the written consent of the Owner - Vendor. The place, colour and size of the name board shall be decided by the Owner - Vendor. However, the cost of preparation and fixing and maintaining will be borne by Prospective Purchaser.

18. The Prospective Purchaser hereby agrees to pay all the amounts payable under the terms of the Agreement as and when they become due and payable. Time in this respect being the Essence of the Contract. Further the Owner - Vendor is not bound to give notice requiring payment to be made, time for payment of which is specifically agreed upon herein and the failure thereof shall not be placed as an excuse for non payment of any amount or amounts on the respective due dates. Any payment required to be made by the Prospective Purchaser under the terms hereof, and time for payment if not specifically provided, shall be paid as and when demanded by the Owner - Vendor, or at the time of handing over of the possession of the Unit by the Owner - Vendor to the Prospective Purchaser, whichever is earlier.

19. a) The Prospective Purchaser hereby agrees with the Owner - Vendor and undertakes to pay amounts liable to be paid by the Prospective Purchaser under the Agreement and to observe and perform the other covenants and conditions contained in the Agreement and to keep the Owner - Vendor indemnified against such payments and observance and performance of the covenants and conditions contained herein.

b) In the event of the Prospective Purchaser making any delay, default, breach or violation in making payment or to observe and perform the terms, conditions and covenants herein, the Owner - Vendor will be entitled to cancel this Agreement with the consequences as per clause (6) above.

20. The Prospective Purchaser hereby covenants to keep the Unit, balcony, walls and partition walls, sewers, drains, pipes and appurtenances thereto belonging to, in good and tenantable repair and conditions and in particular so as to support, shelter and protect the parts of the Project other than the Unit.

21. The Prospective Purchaser shall not without the written permission of the Owner - Vendor let, sub-let, sell, transfer, convey, mortgage, assign, charge or in any way encumber or deal with or dispose off the Unit nor assign, underlet or part with his interest or the benefit of the Agreement or any part thereof until the Prospective Purchaser shall have paid to the Owner - Vendor all the moneys payable to the Owner - Vendor under this Agreement and possession of the Unit is handed over to the Prospective Purchaser.

22. The Prospective Purchaser shall permit the Owner - Vendor and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Unit or any part thereof to view and examine the state and condition thereof and the Prospective Purchaser shall make good any defects found within ten days of the giving of such notice in writing by the Owner - Vendor to the Prospective Purchaser.

23. The Prospective Purchaser shall permit the Owner - Vendor and/or its surveyors and agents with or without workmen and others at all reasonable time to enter into and upon the Unit or any part of the building and for the purpose of making repairing, maintaining, re-building, cleaning, lighting and keeping in order and good condition all services, drains, water and drainage pipes, cables, water covers, gutters, wires, or other conveniences belonging to or servicing or used for the building/s and also for the purpose of laying down, maintaining, repairing, re-constructing and testing drainage, gas, water pipes and electric wires, cables for internet/TV and for similar or other purposes.

24. a) The Prospective Purchaser shall not use the Unit or permit the same to be used for any purposes whatsoever other than for which it is meant or which may or is likely to cause nuisance or annoyance to occupiers of the other units/premises nor for any illegal or immoral purposes or for the purposes prohibited by law.

b) The Prospective Purchaser will not use or permit to be used the said Unit or any part thereof for commercial or business purposes, like dairy, hostel, club, gymkhana, hotel, restaurant, eatery, gymnasium, nursing home, hospital, video game parlor, storehouse for commercial/ hazardous goods, office of the trade union or political parties.

25. The Prospective Purchaser shall not at any time demolish or cause to be demolished the Unit or any part thereof. The Prospective Purchaser shall not make any alterations in the elevations and outside colour scheme of the Unit to be purchased by him. The Prospective Purchaser will be required to pay such amount as may be fixed by the Owner - Vendor by way of Security Deposit to secure due observance thereof.

26. If any penalty, premium or any other charges are levied by AUDA / AMC or any other authority in respect of any addition or alterations made or to be made in the sanctioned plans, the same shall be borne and paid by the Prospective Purchaser , if the same are concerning the Prospective Purchaser .

27. After the possession of the Unit is handed over to the Prospective Purchaser , if any additions or alterations in or about or relating to the building of which the Unit forms a part of are thereafter required to be carried out by the Government, District Panchayat, AUDA / AMC or any statutory authority, the same shall be carried out by the holders of the units in the building/s at their own cost and consequences and the Owner - Vendor shall not be in any manner liable or responsible for the same.

28. The Prospective Purchaser upon taking possession of the Unit, shall insure and keep insured the Unit against loss or damage by fire, earthquake, riot, war, flood, civil commotion, act of God or such other risks to the full value thereof, with nationalized insurance company of repute having office at Ahmedabad, and in

the event of the Unit being damaged or destroyed by fire or otherwise to expend the insurance money for the repair, rebuilding or reinstatement of the Unit as soon as reasonable, practical and required.

29. a) The Owner - Vendor may obtain insurance for the development during the construction phase of the project.

b) The Prospective Purchaser shall not do or permit to be done any act or things which may render void or voidable any insurance of any units in the Project or any part of the Project or cause any increased premium payable in respect thereof.

30. The Prospective Purchaser shall not change the outside elevation or colour scheme and shall not decorate the exterior of his/her/its Unit other than in the manner in which the same was previously decorated.

31. The Prospective Purchaser shall not throw dirt, garbage or other refuse or permit the same to be thrown out from the Unit or for the purpose of repair of any part of the building or other units or in the compound or any portion of the building/project.

32. Any delay by the Owner - Vendor in enforcing the terms of this Agreement or any forbearance or giving time to the Prospective Purchaser shall not be considered as a waiver on the part of the Owner - Vendor to the Prospective Purchaser nor shall the same in any manner prejudice the remedies of the Owner - Vendor.

33. The letters, receipts and/or notices issued by the Owner - Vendor dispatched Under Certificate of Posting to the address of the Prospective Purchaser or by way of E-mail, as known to the Owner - Vendor will be sufficient proof of receipt of the same by the Prospective Purchaser and shall completely and effectively discharge the Owner - Vendor.

34. If the Prospective Purchaser neglects, omits or fails for any reason whatsoever to pay to the Owner - Vendor any part of the amounts due and payable by the Prospective Purchaser under the terms and conditions of Agreement, whether before or after the delivery of the possession of the Unit, within the time hereinbefore specified or if the Prospective Purchaser shall in any other way fails to perform or observe any of the covenants and stipulations herein contained, the Owner - Vendor shall be entitled to re-enter upon and resume possession of the Unit and everything whatsoever therein and in such event this Agreement shall cease and stand terminated. The Prospective Purchaser herein agrees that on the Owner - Vendor's re-entry on the Unit as aforesaid, all the right(s), title and interest(s) of the Prospective Purchaser in the Unit and under the Agreement shall cease and that the Prospective Purchaser shall also be liable for immediate ejectment/eviction as trespasser.

35. The Project shall always be known as “SATYA ONE” and this name shall not be changed. However, the Owner - Vendor may change the name of the Project at any time or give different names / sub names to its different parts of Project.

36. The Prospective Purchaser shall at no time demand partition of his/her/its interest in the Project or the Land. It being agreed and declared by the Prospective Purchaser that his/her/its interest as

stated above is impartible, except exclusivity of Prospective Purchaser of Unit.

37. The Unit shall be used, occupied and enjoyed by the Prospective Purchaser as one unit and the Prospective Purchaser shall not without the permission of Owner - Vendor divide or sub-divide the same for use as more than one unit / parts. It has been specifically agreed that the main door and other openings by way of doors, windows or any other in the Unit shall not be changed, altered in colour, size or location. No new or other door, window or opening shall be made other than as proposed.

38. a) Without prejudice to any of the terms and conditions herein, the Prospective Purchaser hereby expressly consents to the Owner - Vendor to the arrangement of raising loan from any financial institution or Bank or any other lender for the benefit of the project or for the benefit of all or some of the Prospective Purchaser s of the units in the Project and execution of security documents including mortgaging the Land and Project or the units therein including the Unit as is required for raising such loan. If the loan is raised for the benefit of the Prospective purchasers of the units, they shall bear the cost of such loan expenses, interest and investments if any and shall also pay regularly their proportionate installment alongwith interest as may be determined by the Owner - Vendor.

b) The Owner - Vendor / financial institution / bank / lender shall always have the first lien / charge on Unit for all their dues and other sums payable by the prospective purchasers or in respect of the loan granted for the purpose of the construction.

c) However, such charge, except referring to loan for the benefit of the Prospective Purchaser herein on the Unit, shall be got vacated or No Objection Certificate shall be obtained before execution and registration of Conveyance of the Unit from such Financial Institution / Bank / Lender.

39. The transaction covered by this agreement at present may became liable to tax under any direct or indirect tax laws or similar other laws. If by reason of any amendment to the constitution or enactment or interpretation or amendment of any other law, Central or State, on account of change in legal position, this transaction is held to be liable to tax, either as a whole or in part or for any inputs of materials or equipment used or supplied in execution of or in connection with this transaction are liable to tax, the same shall be payable by the Prospective Purchaser on demand at any time.

40. The Prospective Purchaser specifically covenants with the Owner - Vendor as follows:-

a) The over-all control and management of the Project, implementation thereof, power to dispose of units and all and every other related matters, in general shall be that of the Owner - Vendor and the decision of the Owner - Vendor in all matters shall be final and binding upon the Prospective Purchaser herein and all other allottees in the scheme.

b) i) The Owner - Vendor shall have power and authority to change/substitute/improve the specifications of Project /

construction as nature and circumstances may require or as the Owner - Vendor may deem fit and proper. If such change in specifications gives rise to any additional cost, the Owner - Vendor shall be entitled to receive and recover the same from the Prospective Purchaser and the Prospective Purchaser shall be required to pay the same to the Owner - Vendor as may be decided by the Owner - Vendor.

ii) The Owner - Vendor may (not obligatory), at the request of the Prospective Purchaser, carry out any internal changes or alterations or changes in specifications of the Unit, at the risk, cost and consequences of the Prospective Purchaser . If these changes, etc. gives rise to any additional cost, the Prospective Purchaser shall be required to pay the same to the Owner - Vendor according to the estimate that may be given by the Owner - Vendor.

c) The Owner - Vendor shall have full power and absolute authority to dispose of any other units with such rights, interests, facilities, privileges, conditions, stipulations, comfort, or obligations as the Owner - Vendor may decide, and the same shall be binding upon the Prospective Purchaser. The Prospective Purchaser shall not have any power or authority to dispute, challenge or take objection for the same.

d) The Prospective Purchaser shall obtain receipts for all the amounts that may be paid under the agreement to the Owner - Vendor. No claim for any payment shall be valid, save and except in respect of which the Prospective Purchaser has obtained such receipts.

e) The scope of work and services to be given by the Owner - Vendor is for the completion of work of construction and development of the Unit and implementation of the Project actually at site. The Owner - Vendor will take all steps and put in all efforts, and give all technical support to obtain necessary permissions, approvals, etc., including Building Use Permission and other permissions required to be obtained from AUDA /AMC, or as regards any matter or thing relating to the Project. However, the Owner - Vendor shall not be responsible for any delay in obtaining / granting of any such permission, approval, etc. by the concerned authority and the Prospective Purchaser shall not withhold any payment on account thereof.

f) The Prospective Purchaser shall be bound by such rules and regulations as may be framed by the Owner - Vendor and/or Society in the matter of use, occupation, enjoyment, maintenance, repair, reconstruction, renovation or replacement, etc. of common amenities, common areas, facilities, services, conveniences and infrastructure of the Project.

g) The Owner - Vendor may, at its discretion, provide security, telephone cable, multipurpose cable, TV channels, CCTV, internet and other communication facilities and other facilities of common use and purpose in the scheme. These facilities may be made available to the Prospective Purchaser in the scheme. These facilities may be provided through any outside agency under contract with the Owner - Vendor/ society on such terms and conditions as may be finalised by the Owner - Vendor with them. Any agreement - arrangement that may be worked out for the same and the terms and conditions thereof will also be binding upon the Prospective Purchaser and other members in the scheme. The Prospective Purchaser may use such facilities as per rates - price - consideration and terms and conditions as may be fixed.

h) The Prospective Purchaser of the Unit will not use or permit to be used the common passages, stairs, staircases, or any other open areas, spaces, margins, etc. for waiting, storage or keeping any articles or things, organizing parties/functions or in any other manner, except forming part of his Unit.

i) i) In case the Prospective Purchaser is joint, consists of more than one, the permission of the usage of the Assets of Common Use by the other joint Prospective Purchaser will be through the First of such joint Prospective Purchaser , and shall not be independent or separate.

ii) All consents, confirmations etc. if and when required of the joint Prospective Purchaser, the same shall be deemed to have been sufficiently given and received from the first of such joint Prospective Purchaser. However, it has been agreed that for the purpose of the sale, mortgage, transfer etc. the signatures of all the joint Prospective Purchaser shall be required.

iii) Further, the liabilities, responsibilities, obligations, under this Agreement shall be joint and several of the joint Prospective Purchaser. All notices, communications etc. may be addressed by the Owner - Vendor to the first of such joint Prospective Purchaser.

iv) The Prospective Purchaser inter se shall not be entitled to subdivide the Unit, the intent being the said Unit shall stand in the names of the joint Prospective Purchaser as one single unit.

j) Without prejudice to other rights and remedies of the Owner - Vendor under the terms, conditions and provisions herein, and also otherwise available under the law and in addition thereto, the Prospective Purchaser shall indemnify and keep the Owner - Vendor, its employees, agents, representatives, estate and effect indemnified and harmless against the payments and observance and performance of all the covenants and conditions on his part herein and against any loss, damage, liability, action, claim, suit, proceedings, cost, charges and expenses that may arise due to non payment, non observance or non performance of the said covenants and conditions by the Prospective Purchaser as mentioned herein.

k) i) The terrace above the last floor of the buildings shall belong to and will be of ownership of the Owner - Vendor only. The Owner - Vendor shall be entitled to deal with and dispose off the same as open terrace for such use and purpose, with or without any right to put up new or additional construction of one or more stories as, in such manners and on such terms and conditions the Owner - Vendor may deem fit.

ii) The open terrace may be used by the Owner - Vendor or disposed off for the purpose of garden restaurant, for holding meetings and gatherings, for advertisements by putting hoardings or neon sign lights, for installation or erection of antenna, dish antenna, communication tower or for any other purpose whatsoever.

l) i) All balance – surplus, future, available by purchase from the authority, floating, transferable or any FSI available in respect of the Land and the Project shall belong to and will be of ownership of the Owner - Vendor only.

ii) The Prospective Purchaser has been explained and made aware of surplus and available additional FSI. If the FSI in respect of the said Land is increased and/or additional construction is possible in the Project or at any other place on account of Transfer of Development Rights (TDR) on account of FSI originating from the said Land or by TDR or on account of other benefits profits privileges advantages development potential or on account of land portions being surrendered under D. P. Road/setback or on account of change in Development Plan, in the Government Policies and/or its amendments or any rules and regulations or any other benefits arising on the Said Land of any nature whatsoever and/or FSI of other properties being available for being used on the Land (and/or on the amalgamated property, as the case may be), the Owner - Vendor shall be entitled to utilise such additional FSI, including by amending the present layout of the said Land subject to the necessary permission/sanction being granted by the concerned authority, and construct additional built-up area as and by way of but not limited to (i) additional floors on the building; and/or (ii) construction of additional wing/s to the building and/or (iii) construction of additional building/s. For the purposes aforesaid, the Owner - Vendor will be entitled from time to time to vary, amend and/or alter the layout plans / sanctioned plans in respect of the building without substantially affecting the area and the location of the said Unit which has been explained and shown to the Prospective Purchaser and the Prospective Purchaser hereby irrevocably agrees and gives his/her/their express consent to the Owner - Vendor for carrying out amendments, alternations, modifications, and/or variations in the layout plan / sanctioned plan of the building for the aforesaid purpose or such other purpose as may be deemed fit by the Owner - Vendor or required by concerned authority. The consent herein shall be considered to be the Purchaser's irrevocable consent. The Prospective Purchaser shall not raise any objection or cause any hindrance in the development/construction by the Owner - Vendor whether on the grounds of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the Unit or any other part of the building are affected, reduced, limited, restricted or denied. The Purchaser hereby agrees to give all the facilities and assistance that the Owner - Vendor may require from time to time, but at the cost and expenses of the Owner -

Vendor, so as to enable the Owner - Vendor to complete the development of the said Property in the manner that may be determined by the Owner - Vendor. It is expressly agreed by the parties that the Owner - Vendor is and will solely be entitled to sell and transfer on Ownership basis or otherwise and for its own benefit the additional units that may be constructed by it as aforesaid.

iii) Such construction that may be put up will absolutely belong to and will be of the ownership of the Owner - Vendor or the person who may erect the same under authority from the Owner - Vendor. The Owner - Vendor or the person who may erect may deal with or dispose off the same in part or parts as it may deem fit. All amenities, facilities, services and utilities in the Project may be common for such new or additional constructions, and such new or additional constructions that may be put up will be part and parcel of the Project.

iv) The Owner - Vendor for the purposes of such new or additional construction will be entitled to take full support, shelter and protection of the structure of the existing building and every part thereof, to make use of installations, infrastructures and other paraphernalia including walls, columns, beams, water system, drainage, sewerage, electrification etc. They are designed and equipped to bear the additional load and requirement for additional storeys.

Such new or additional construction may be erected, installed or put up with such design, specifications or details as the Owner - Vendor may deem fit, including to support the same by columns and beams from the ground. New terrace that may come into existence will also belong to the Society with the same rights as provided herein.

The Prospective Purchaser shall not raise any claim, dispute or objection for carrying out the said new or additional construction on the ground of disturbance, annoyance, nuisance, inconvenience, etc. Though all reasonable care will be taken by the Owner - Vendor in carrying out such work. The Prospective Purchaser shall not be entitled to raise any claim by way of compensation, damage, reduction in price, or any other amount. It is understood that for such new and additional construction, the air-conditioning unit that may have been installed on the terrace or any other places may be required to be shifted to the new terrace or other places as may be ear-marked, fixed or decided by the Owner - Vendor. The cost of shifting will be borne and paid by the Owner - Vendor. All reasonable care will be taken by the Owner - Vendor that the air-conditioning services are interrupted for minimum period as much as possible. The Prospective Purchaser agree for the same without claiming any compensation or any other amount on any account.

v) The related interest in the Land to be conveyed unto the Prospective Purchaser by these presents is subject to proportionate variation by way of reduction in case of new and additional construction and to give related interest to the new prospective purchasers for their premises.

41. a) The Owner - Vendor may prepare layout plan for car parking spaces (covered and in open) in the compound, in the margins and basement. Such parking space shall not be used for any purpose other than parking of private and personal vehicles. Rules, regulations, payment, and discipline as regards grant, use and matters and things relating to parking by unit holder/s will be decided by the Owner - Vendor and the same shall be binding upon the Prospective Purchaser herein and other prospective purchaser in the Project. However, the prospective purchaser will be given/allotted __ car parking in Basement __, bearing no._____.

b) Assets of Common Use shall be used with due care, caution, and each facility for the purpose for which it is meant and without causing any loss or damage to the same and without causing any nuisance or annoyance to others.

c) There are three lifts to operate and provided in the Project. Two of them are general for the use of all the premises holder. However, the remaining one lift is reserved by the Owner - Vendor for its own use and purpose for the premises that may be retained by it or for use of the distinguished specific premises holder either for the large area held by them, spread over one or more floors or for any other special reasons at the sole decision and discretion of the Owner - Vendor. The Prospective Purchaser has given its consent and acceptance for the same. The Prospective Purchaser shall not raise any claim, dispute or challenge for the same.

42. The Owner - Vendor has declared and announced its scheme by issuing brochures and pamphlets and also inserting advertisements in newspaper and publishing in other manners. It has been agreed that if anything agreed upon as recorded herein is inconsistent with what has been advertised as aforesaid, what is agreed upon herein shall prevail.

43. It has been agreed that if any changes, modifications or alterations are effected by the Owner - Vendor in the scheme in general or in particular with respect to any part thereof which may have effect upon the terms and conditions contained herein or with respect to rights or obligations of the Prospective Purchaser , such changes or modifications or alterations shall be binding upon the Prospective Purchaser and to that extent the terms and conditions, rights and obligations of the Prospective Purchaser under this Agreement shall stand modified or changed or altered. PROVIDED HOWEVER, such change, modification or alteration shall not prejudicially affect the right of the Prospective Purchaser with respect to the Unit.

44. The Prospective Purchaser agrees that in respect of any remittances, acquisition / transfer of the Unit, any refund, transfer of security deposit, etc. made by him / her / it, attracted by the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and rules and regulations of Reserve Bank of India or any other applicable law shall be the sole responsibility of the Prospective Purchaser , and all concerned. The Owner - Vendor accepts no responsibility in respect thereof.

45. a) The Project will finally be handed over to the Society upon the same is fully and finally executed, all units thereof have been sold and disposed of and all the amounts and revenues to be recovered from Project by Owner - Vendor and agencies claiming under it are fully and finally recovered.

b) All administration, affairs, matters and things regarding use, utilization, enjoyment, distribution, sharing, payments, etc. of the Assets of Common Use, general or specific, with full interest or limited interest, in part or full, with or without payment of charges, etc. will be decided and will be governed according to rules, regulations, decisions, policies, guidelines and resolutions of the Owner - Vendor / Society.

46. The Prospective Purchaser hereby agrees to execute such other papers and documents as may be necessary for the purpose of giving effect to these presents.

47. The Prospective Purchaser hereby declares that he/she/it has been given copies of papers, permissions, writings, plans etc. and has read, understood, accepted and agreed to each and every term of this Agreement before execution.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hands and seal the day and year first hereinabove written.

-: THE FIRST SCHEDULE ABOVE REFERRED TO :-

(Description of Land)

ALL THAT piece and parcel of land or ground, hereditaments and premises situate at Vastrapur (sim), Taluka Vejalpur (Old Taluka Ahmedabad City West), in the Registration District Ahmedabad and Sub District Ahmedabad – 3 (Memnagar), bearing Final Plot No. 109+110, of Draft town Planning Scheme No. 31 (University Campus(Second varied), representing revenue survey No. 205/2.

-: THE SECOND SCHEDULE ABOVE REFERRED TO :-

(Description of Unit reserved for allotment)

ALL THAT Office No. ________, on the ___________ Floor, admeasuring about ________ Sq.ft. Built up area equivalent to _________ Sq.mts. of Built-up Area , and Carpet Area admeasuring _____Sq.ft and proportionate undivided land admeasuring sq. mts. (may be held by / in the name of Society), in the Project known as “SATYA ONE”.

SIGNED, SEALED & DELIVERED
BY THE WITHINNAMED:
SATYA HABITAT PRIVATE
LIMITED,
Through its Director / Authorised
Signatory
Mr. Kartik Sakarchand Patel

SIGNED AND DELIVERED
BY THE WITHINNAMED:

In the presence of :
(i)
(ii)

SCHEDULE AS PER SECTION 32 (A) OF REGISTRATION ACT.

OWNER - VENDOR AFORESAID

SATYA HABITAT PRIVATE LIMITED
through its Director / Authorised signatory

____
Mr. Kartik Sakarchand Patel

PROSPECTIVE PURCHASER AFORESAID