

SHREE RANG PLAZA 95

SHOP / OFFICE NO. ____

AGREEMENT FOR SALE

(Draft Copy)

PARTY NAME: 1. _____
2. _____

SHREE RANG GROUP
GANDHINAGAR

AGREEMENT FOR SELL
(BANAKHAT)
(WITHOUT POSSESSION)

Agreement for Sale (Banakhat) without possession of Shop / Office No.____ situated on the _____ Floor having Carpet Area: _____ Sq.Meters (Equivalent to _____ sq.ft.), Built up Area: _____ Sq.Meters together with undivided proportionate and undemarcated land share of _____ sq.mtrs (Which cannot be measured and sale separately at anytime) towards the property amongst other Shops / Offices in a building to be known as "SHREE RANG PLAZA 95" constructed on the Freehold Non Agricultural Land bearing Revenue Block No. 233+234-P/11 admeasuring 4052 sq.mtrs. and as per Preliminary Town Planning Scheme No.5 (Kudasan-Randesan-Dholakuva-Indroda) the same bears Final Plot No.95 admeasuring 2633.80 sq.mtrs. situated at : Nr. Sabarmati River Bank, GIFT City Road of Mouje Randesan of Gandhinagar Taluka in the Registration District and Sub-District of Gandhinagar.

THE PARTY OF THE FIRST PART: (VENDOR / PROMOTER)

M/s. SHREE RANG ORGANISERS

(PAN NO. ACDFS 4250 K)

A Partnership Firm of Ahmedabad having its office at : 5, Shivam Bungalows, Anandnagar cross road, Prahaladnagar, Satellite, Ahmedabad through its Managing partner Sureshbhai Kantilal Patel, age about 51 years, occupation-Business, residing at : 2/53, Narayankunj Society, Bholav, Bharuch.

(hereinafter referred to as the party of the FIRST PART and/or "VENDOR" which expression shall include its present and future partners, administrators, successors, attorneys, assignees, etc.)

THE PARTY OF THE SECOND PART: (VENDEE / ALLOTTEE)

PAN:

Aadhar No.

Age: ____ yrs adult, Religion- _____

Residing at:

(hereinafter referred to as the party of the SECOND PART and/or "VENDEE / ALLOTTEE" which expression shall include his heirs, successors, attorneys, assignees, etc.)

1. WHEREAS, the party of the FIRST PART is the owner and possessor of the N.A. land bearing BLOCK NO. 233+234 paiki 11, Final Plot No. 95 admeasuring 2633.8 Sq. Mtrs. of Draft Town Planning Scheme No. 5 and the scheme known as "**SHREE RANG PLAZA 95**" situated at VILLAGE: RANDESAN, TALUKA & DIST- GANDHIANGAR in the registration District and Sub-Dist. Gandhinagar.
2. AND WHEREAS, the said land was converted into Non Agricultural by the District Collector, Gandhinagar vide its Order No. CB/Land/N.A./S.R. 48/10/Vashi 18458 to 18473/2010, dated 30/08/2010 of the Collector, Gandhinagar. The entry to that effect was entered in the revenue records of mutation entry book of the Village Form No.6 under serial No.2285 on 07/09/2010 duly certified by the concerned revenue authority on 25/10/2010.
3. AND WHEREAS, Yatishbhai Ashwinkumar Joshi has sold and conveyed the said Non Agricultural land bearing Revenue Block No. 233+234 P 11 admeasuring 4052 sq.mtrs. and as per Preliminary Town Planning Scheme No.5 (Kudasan-Randesan-Dholakuva-Indroda) the same is bears Final Plot No.95 admeasuring 2633.80 sq.mtrs. to M/S. SHREE RANG INFRASTRUCTURE, a partnership firm through its

partner authorized partner Suresh Kantilal Patel by Deed of Conveyance dated 28/03/2011 duly registered with the Sub-Registrar of Gandhinagar under serial No. 4238. The entry to that effect was entered in the revenue records of mutation entry book of the Village Form No.6 under serial No. 2428 on 07/04/2011 duly certified by the concerned revenue authority on 19/05/2011.

The development permission was granted by Gandhinagar Urban Development Authority vide their letter no.PRM/Randesan/129/05/13/1964/13 Dtd. 08/08/2013.

4. That thereafter vide order no. CB/Ganot/Vashi 3771 to 3778 /2014 dtd. 09/06/2014 of District Collector, Gandhinagar part land of 2450 sq. mtrs. from total land of 2633.80 sq. mtrs. was converted to commercial land and land remaining in balance of 183.80 sq. mtrs. as residential. The entry to that effect was entered in the revenue records of mutation entry book of the Village Form No.6 under serial No. 2935 on 07/11/2014 duly certified by the concerned revenue authority on 19/05/2011.

The revised development permission was granted by Gandhinagar Urban Development Authority vide their letter no.PRM/Randesan/129/05/2013/5935/2014/Use/Comm./Resi. Dtd. 01/10/2014.

That thereafter M/S. SHREE RANG INFRASTRUCTURE has sold and conveyed the said Non Agricultural land bearing Revenue Block No. 233+234 P 11 admeasuring 4052 sq.mtrs. and as per Preliminary Town Planning Scheme No.5 (Kudasan-Randesan-Dholakuva-Indroda) the same is bears Final Plot No.95 admeasuring 2633.80 sq.mtrs. to M/S. SHREE RANG ORGANISERS, a partnership firm through its authorized partner Suresh Kantilal Patel by Deed of Conveyance dated 07/11/2014 duly registered with the Sub-Registrar of Gandhinagar under serial No. 15028. The entry to that effect was entered in the revenue records of mutation entry book of the Village Form No.6 under serial No. 2971 on 02/02/2015 duly certified by the concerned revenue authority on 25/03/2015 and since then the Vendor is holding the said land as an absolute owner and possessor thereof free from encumbrances.

5. The Promoter firm itself had proposed commercial plans on F.P. 95, TP – 5, Randesan, Gandhinagar commercial units as per old GDCR (Building was designed in anticipation of consideration of new GDCR approval by GOG and subsequent plan approval by Gandhinagar Urban Development Authority) and the said whole scheme is known in the name of **SHREE RANG PLAZA 95**.

However, considering small portion of land as residential N.A., A development permission was given by GUDA i.e. Gandhinagar Urban Development Authority for

3 Nos. residential units and 74 Nos. of commercial units as per OLD GDCR. However, new GDCR is under approval stage by Govt. of Gujarat and accordingly new plans would get be approved from GUDA with additional FSI in future and same shall be binding on purchaser and that has been agreed by the purchaser. No separate permission for such additional construction (as per additional FSI) shall be required to be obtained from the allottees who booked their units prior to such approval.

The vendor shall have absolute rights in and upon the terrace of the said scheme situated on the afore-said land for the purpose of additional FSI which is under approval with new GDCR by GUDA and the purchaser has no any right, title or interest whatsoever in and upon the same except general terrace use by all members. Further the first part is entitled to make any nature of construction upon the entire existing terrace as per the new GDCR of GUDA for which necessary approvals shall be obtained from GUDA.

6. AND WHEREAS on demand from the Purchaser / Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Messrs The Grid, Ahmedabad and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under and the Allottee is satisfied in respect of the same. Following listed documents have been verified by the Allottee and is satisfied in respect of the same.

- Authenticated copies of Certificate of Title issued by the advocate of the Promoter.
- Authenticated copies of Project Land Village Forms VI and VII and XII on which the Shop / Offices are to be constructed.
- Authenticated copies of the plans of the Layout as approved by the Gandhinagar urban Development Authority.
- Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project.
- Authenticated copies of the plans and specifications of the Shop / Office agreed to be purchased by the Allottee has been annexed and marked as Annexure – A.
- Draft Sale deed
- B.U. Certificate

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement for sale and all applicable laws, are now

willing to enter into this Agreement for sale on the terms and conditions appearing hereinafter;

7. a. The party of the second part / Vendee hereby agrees to purchase from the Promoter and the Vendor / Promoter hereby agrees to sell to the Allottee the Shop / Office No. _____ admeasuring, Carpet Area: _____ Sq.Meters (Equivalent to _____ sq.ft.) ("carpet area" means the net usable floor area of Shop / Office, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the Shop / Office), Built up Area: _____ Sq.Meters situated on the _____ Floor in a building to be known as "SHREE RANG PLAZA 95" constructed on the Freehold Non Agricultural Land bearing Revenue Block No. 233+234-P/11 admeasuring 4052 sq.mtrs. and as per Preliminary Town Planning Scheme No.5 (Kudasan-Randesan-Dholakuva-Indroda) the same bears Final Plot No.95 admeasuring 2633.80 sq.mtrs. together with undivided and undemarcated share in the said land admeasuring _____ sq.mtrs (Which cannot be sale separately anytime) which is more particularly described in the SCHEDULE hereunder at the total basic sale consideration of Rs. (Amount in words: Rs. Only) including Rs. being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the schedule annexed herewith (Scheduel – B). The purchaser (party of the second part) has filled the required booking Form before purchasing the said property and the purchaser (party of the second part) has became agree to purchase the said property after reading, understanding and thinking the terms and conditions of the same.

b. Further more, the purchaser (party of the second part) after making investigation about the title of the said scheme, after booking the said unit, out of the total amount fixed, the amount being part payment of the sale consideration of the Shop / Office agreed to be sold by the Promoter to the Allottee as advance payment or Application fee (not exceeding 10 % of the total sale consideration) have been paid as per the following details.

Sr. No.	Particular	Cheque No.	Date	Bank Detail	Amount in Rs. Ps.
1	Booking Amount				
TOTAL					

The receipt of the above paid up amount is obtained by the party of the second part and this advance paid up amount as mentioned above is to be given credit in the

total amount of the property fixed in this Agreement for Sale while executing the Sale Deed.

8. a. The party of the second part – purchaser will be required to pay up the balance amount of the Sale Consideration Amount to the party of the first part before execution of the Sale Deed as per the agreed terms and conditions of payment. The party of the second part can obtain the Housing Loan from any bank or financial institution by mortgaging the said property. The prior permission in this regard will be required to be obtained from the party of the first part in writing.

PAYMENT SCHEDULE

Sr. No.	Particular	Payment stage	Amount in Rs. Ps.
1	Upon execution of Agreement for Sale (20 % of the total Amount)	Within 30 days of booking OR At the time of execution of Agreement for Sale whichever is earlier.	
2	Balance payment	Within 90 days from the date of booking from Own Fund / Loan from any Financial Institutions or Banks	
		TOTAL	

- b. The total price as stated above excludes Taxes applicable from time to time (consisting of tax to be paid by the Promoter by way of Value Added Tax, Service Tax / GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Shop / Office, which shall be separately payable by the Allottee at the time of making payment at each stage.

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

9. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The

total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate of 12 %, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 7a of this Agreement.

10. The Allottee 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 Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
11. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 4741.20 square meters only and Promoter has planned to utilize Floor Space Index of 5926.50 square meters 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 as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Shop / Office based on the proposed construction and sale of Shop / Offices 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. 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 Shop / Office to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Shop / Office.
13. The total construction is over and B.U. is received from Gandhinagar Urban Development Authority vide their letter No. PRM/Randesan/129/05/2013/2803/2017 dtd. 03.06.2017.
14. The legal possession of the said property is at present under control of the party of the first part whose legal possession will be handed over after execution of the

Registered Sale Deed subject to provisions of other Government or Semi Government Acts. When the sale deed of the said property will be executed, the party of the second part will have to get transferred his/her name in the Government Record, Semi Government Record, G.E.B. Record, GSPC, GUDA record etc. at his/her own costs and risks. The possession of the said property is not being handed over by any manner under this Agreement to Sale.

15. The party of the first part hereby declares that the said land and the scheme thereon is developed by the party of the first part itself. Therefore, the whole land and the scheme thereon is situated in occupation possession of the party of the first part from today, in which, there is no any share, right, interest, charge or lien of any other bank, institution or person in any nature. Till the party of the second part will not pay up the complete amount of sale consideration of the said property to the party of the first part, till then, the first lien charge together with the possession over the said property will remain of the party of the first part and till then, the legal share, part, right of the party of the second part in the said property will not be treated.
16. The party of the second part will have to pay up an amount of Rs./- of all legal expenses towards Agreement for sale, Sale deed of the said property like advocate fee, typing, Xerox expenses etc, to the party of the first part in advance.
17. Procedure for taking possession:
 - a. The Promoter, upon obtaining the occupancy certificate / completion certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Shop / Office to the Allottee in terms of this Agreement within 3 (three) months from the date of issue of such occupancy certificate and the Promoter shall give possession of the Shop / Office to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.
 - b. The Allottee shall take possession of the Shop / Office within 15 days of the written notice from the promotor to the Allottee intimating that the said Shops / Offices are ready for use and occupancy.
 - c. Failure of Allottee to take Possession of Shop / Office:
Upon receiving a written intimation from the Promoter as per clause 19 b above, the Allottee shall take possession of the Shop / Office 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 Shop / Office to the allottee. In case the Allottee fails to take possession within the time provided in clause 19 b above, such Allottee shall continue to be liable to pay maintenance charges and interest on balance payment if any as applicable.

18. The rights, titles of the party of the first part of the said land are clear and marketable and without encumbrances as per the Title Clearance Certificate received from M/s Paresh Jani & Co., Ahmedabad in this regard. The party of the second part has decided to purchase the said property after verifying and inspecting the same.
19. A service society will be established for the maintenance, administration of the whole land and common facilities – amenities of the said scheme and the party of the second part – purchaser and all other members of the said scheme will be required to be entered as a compulsory membership in the said service society. It is the main term and condition of this Agreement. The party of the second part shall have to make payment towards fixed maintenance deposit of Rs. /- plus advance annual maintenance deposit of Rs./- for 2 years before execution of the sale deed. The party of the second part – purchaser will have to observe strictly the laws (acts), sub acts, rules and sub rules and the resolutions from time to time and whatsoever writings or Agreements being executed or to be executed in future, and all the acts and rules and resolutions of the service society. The same is hereby agreed and confirmed by the party of the second part by signing in this Agreement for Sale (Banakhat).
20. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Shop / Office is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Shop / Office) 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, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution at actual per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the same is transferred to the society or the association or the limited company as aforesaid.

21. After receiving electrical connections for each unit, the purchaser is liable to pay monthly electrical bills whether possession is taken or not and sale deed is executed or not by the purchaser. In case of no payment of such bills by the purchaser, the developer may pay the bills to avoid the disconnection by the authority and such payment would attract 18 % interest P.A. and would be payable by the purchaser to the Promoter before taking possession. In case of disconnection of the electrical connection on account of no payment of bill by the purchaser the expenses towards the reconnection shall be borne by the purchaser.
22. Over and above the amounts mentioned in the agreement to be paid by the Allottee, the Allottee shall on or before delivery of possession of the said premises shall pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter and which are not covered in any other provisions of this agreement.
23. The Allottee shall pay to the Promoter an amount of Rs./- for meeting all legal costs, charges and administrative 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.
24. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' 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 Allottee shall pay to the Promoter, the Allottees' 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.
25. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report 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 except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land 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/wing 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 Allottee created herein, may prejudicially be 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 Shop / Office which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Shop / Office to the Allottee in the manner contemplated in this Agreement;

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

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 property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

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

27. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Shop / Offices and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Shop / Office 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 same is transferred as hereinbefore mentioned.

28. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Shop / Office 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 Allottee who has taken or agreed to take such Shop / Office.

29. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee 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 Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee 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 Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned

to the Allottee without any interest or compensation whatsoever within 60 days of such cancellation after deducting Govt. taxes.

30. RIGHT TO AMEND

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

31. SEVERABILITY

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

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

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

33. FURTHER ASSURANCES

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

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

Name of Allottee: _____
Address: _____

Notified Email ID: _____

Promoter name: M/s Shree Rang Organisers

Address:

D - 402, Shree Rang Aroma, GIFT City Road, Nr. Shahpur Bridge, Randesan, Gandhinagar – 382009.

Notified Email ID: shreerang2010@gmail.com

It shall be the duty of the Allottee 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 Allottee, as the case may be.

35. JOINT ALLOTTEES

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

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

37. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with brand, or price range to be provided by the Promoter at his/her/its option in the said building and the Shop / Office as are set out in Annexure 'C', annexed hereto.

38. All the expenses for execution of Registered Sale Deed of the unit under the said Agreement for Sale (Banakhat) like Stamp duty, registration fee, Service tax / GST will be required to be paid up by the party of the second part before execution of sale deed.

39. GOVERNING LAW

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

SCHEDULE – 'A'

DETAIL OF SHOP / OFFICE AND LAND

Agreement for Sale (Banakhat) without possession of Shop / Office No. ____ situated on the ____ Floor having Carpet Area: ____ Sq.Meters (Equivalent to ____ sq.ft.), Built up Area: ____ Sq.Meters together with undivided proportionate and undemarcated land share of ____ sq.mtrs (Which cannot be measured and sale separately at anytime) towards the property amongst other Shops / Offices in a building to be known as "SHREE RANG PLAZA 95" constructed on the Freehold Non Agricultural Land bearing Revenue Block No. 233+234-P/11 admeasuring 4052 sq.mtrs. and as per Preliminary Town Planning Scheme No.5 (Kudasan-Randesan-Dholakuva-Indroda) the same bears Final Plot No.95 admeasuring 2633.80 sq.mtrs. situated at : Nr. Sabarmati River Bank, GIFT City Road of Mouje Randesan of Gandhinagar Taluka in the Registration District and Sub-District of Gandhinagar.

The four boundaries of the said Unit / Shop / Office No. under this agreement for sale are as under:-

East :

West :

North :

South :

SCHEDULE- 'B'

Common area & facilities appurtenant to the Premises

1. Common Plot with sit outs
2. Bore well
3. Underground water tank
4. Over head water tank
5. Two Nos. automatic lifts
6. Car parking at Ground Floor and Basement
7. Rain water recharge well
8. Fire Fighting facilities
9. Common toilets on each floor

SCHEDULE- 'C'
FLOOR PLAN OF THE SHOP / OFFICE

ANNEXURE -A

(Authenticated copies of the plans and specifications of the Shop / Office agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE –B

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

ANNEXURE -C

SPECIFICATIONS & AMENITIES FOR THE SHOP / OFFICE

A. SPECIFICATIONS:

• STRUCTURE:

RCC:	Earthquake resistant RCC FRAME STRUCTURE
MASONARY:	Brick masonary
PLASTER:	Internal – Single coat Mala Plaster External – Mala / Tipni / Stone Creet plaster (Basement – No inside Plaster, External – Smooth Plaster)

• FLOORING:

SHOPS / OFFICES	Vitrified tiles (600mm x 600mm) of ZEALTOP make
BATHROOMS:	Anti-Skid Ceramic Tiles

• ROLLING SHUTTERS:

G.I Plated painted

• WINDOWS:

ANODIZED ALUMINUM SLIDING WINDOWs of
National / Sayona (18 mm series)
GLASS: 4 / 5 mm thk. Plain Glass of Saint Gobain

• TOILETS:

GLAZED//CERAMIC TILES:	Upto 3 feet height of standard quality
SANITARY WARES:	MIDAS Make
CP FITTINGS:	CAVIER Make
PLUMBING PIPING:	DUTRON / ASTRAL

• ELECTRIFICATION:

CONCEALED WIRING:	POLYCAB
MODULAR SWITCHES:	Hi-Fi Make
MCB DISTRIBUTION PANEL:	L & T Make
ELECTRICAL CONNECTION:	1 / 3 KW (Single Phase)

• COLOUR:

INTERNAL:	PUTTY FINISH (BIRLA WHITE)
EXTERNAL:	100% Acrylic paint – ICI Make

• WATER PRROFING:

BRICKBAT COBA WATERPROOFING IN ALL SUNK SLAB
CHINA MOSAIC / CERAMIC TILES WATERPROOFING ON TERRACE

B. AMENITIES:

1. Toilet in each Shop / Office
2. Scooter / Car Parking at Ground Floor and Basement
3. Electrical power supply connection
4. Water supply in each Shop / Office

As such, this Agreement for Sale is executed by ALL the parties willingly and cleverly, after reading, thinking, understanding, in full sense of mind, without pressure of anyone else which is and will remain binding to all parties and their heirs, guardians, directors, successors, assignees, nominees, transferees etc.

Place: Gandhinagar.

Date:

Party of the First Part / Vendor

SHREE RANG ORGANISORS

Through its Administrative Partner

(Mr. Suresh Kantilal Patel)

Witness:

1_____

2_____

SCHEDULE AS PER REGISTRATION ACT 32 (A)

Vendor’s Signature	Photograph	Left Hand Thumb Impression
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SHREE RANG ORGANISORS through its Administrative Partner Mr. Suresh Kantilal Patel

Purchaser’s Signature	Photograph	Left Hand Thumb Impression
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