

Model Form of Agreement

ALLOTMENT – CUM – SALE AGREEMENT

This Agreement made this _____ day of _____, 2022, at Gandhidham
– Kachchh.

BETWEEN

SHREE DHARAN COMMERCIAL CO-OPERATIVE SOCIETY LTD., (PAN No. ABSAS6759E), Constituted under the Gujarat Co-Operative Societies Act – 1961, registered with the Registrar of Co-Operative Societies at Bhuj – Kachchh, under Registered No. REG / KUT / SA / CO / 14499 / 2022, Dated 11/02/2022, Address : Plot No. 16, Ward No. DC - 2, Gandhidham - Kachchh, through its Director SHRI FENIL SHASHIKANT PUJ, an Indian, adult, aged about 27 Years, Occupation : Business, Address : Plot No. 307, Ward No. 12-C, Lilashah Nagar, Gandhidham - Kachchh, hereinafter referred to as the “TRANSFEROR”, (which expression shall unless repugnant to the context or meaning thereof include its administrators, successors, executors, assignees and legal representatives) of the FIRST PART;

AND

SHRI _____, (PAN No. _____), an Indian, Adult, Aged about _____ years, Occupation : _____, Residing at : _____, hereinafter referred to as the “TRANSFeree”, (which expression shall unless repugnant to the context or meaning thereof include his / her heirs, executors, administrators and legal representatives) of the SECOND PART ;

1. WHEREAS THE VENDOR is sub-lessee in respect of Plot of land bearing Plot No. 16, in Ward No. DC - 2, situated at Gandhidham - Kachchh, containing by measurement of 1038.34 Sq. Metres or thereabouts, hereinafter referred to as “SAID PLOT” for the sake of brevity.

2. WHEREAS THE ABOVE SAID PLOT (for Commercial Purpose) was sub leased out by the lessor i.e. The Sindhu Resettlement Corporation Limited, Adipur-Kachchh, to (i) Shri Dinesh Govindji Vanand and (ii) Shri Nilesh Govindji Vanand, against Share No. 5828 & 10543, under the deed of sub lease dated 31/03/2006, for the period commencing from 31/03/1995, and ending on 27th November 2054, and which deed is duly registered in the office of the Sub-Registrar, Gandhidham, at Registered No. 2119, at Pages 61 to 65, Vol. 906, of Book No. Add. 1, Dated 15/04/2006.

3. AND WHEREAS; still earlier the said Corporation had acquired certain piece of land on lease, from the Government of India for a period of 99 years, ending and expiring on 27th November, 2054. AND WHEREAS; the said plot of land forms part of land demised to the said Corporation by the Government of India.

4. WHEREAS said (i) Shri Dinesh Govindji Vanand and (ii) Shri Nilesh Govindji Vanand, gifted the said plot and transferred their all sub leasehold rights in respect of the above said plot to Shri Ramesh Govindji Vaja, and the Gift Deed dated 05/03/2008, was duly executed and registered in the office of the Sub-Registrar, Gandhidham, at Registered No. 1380, Book No. 1, Dated 05/03/2008.

5. AND THE SAID CORPORATION mutated the above said Plot vide letter No. LD / M / DC – 2 – 16 / 1507, Dated 24/06/2008, in favour of Shri Ramesh Govindji Vaja.

6. WHEREAS the TRANSFEROR Shri Ramesh Govindji Vaja, after obtaining prior approval of Deendayal Port Authority (formerly known as Deendayal Port Trust and before that known as Kandla Port Trust), through the Sindhu Resettlement Corporation Limited, Adipur, vide Letter No. ES / SR / 17938 / 2877, Dated 17/06/2022, for the transfer of sub leasehold rights of the above said Plot, gave the said plot and also transferred his all sub leasehold rights in respect of the above said plot to Shree Dharan Commercial Co-Operative Society Ltd., and the Transfer Deed dated 23/06/2022, was duly executed and registered in the office of the Sub-Registrar, Gandhidham, at registered No. 6186, Book No. 1, Dated 23/06/2022. AND THE SAID CORPORATION also mutated the above said Plot in favour of Shree Dharan Commercial Co-Operative Society Ltd. vide their letter No. SRC / LD / M / 16 – DC – 2 / 2022 / 2083, Dated 18/07/2022. Thus the Transferor Shree Dharan Commercial Co-Operative Society Ltd. has become the sub lessee of the said corporation with regard to the above said Main Plot (hereinafter referred to as “the project land”)

7. WHEREAS the Gandhidham Development Authority granted the permission, vide Permission No. 52596/SR issued under No. 4 GDA (29015) 21, Dated 30/10/2021, for construction of Shops and Offices on the said Plot. The building has been named as Capital One Business Centre.

8. AND WHEREAS the Lease Deed for Lease, is with the benefit and right to construct any new building/s if so permitted by the concerned local authority.

9. AND WHEREAS the Vendor is in possession of the project land.

10. AND WHEREAS the Promoter has proposed to construct on the project land 10 Shops on Ground Floor, 9 Offices on First Floor and 9 Offices on Second Floor.

11. WHEREAS the Allottee / Purchaser is a shareholder of the Society, holding 5 Shares of Rs. 50/- (Rupees Fifty Only) each, Share Nos. ____ to ____, Share Certificate No. ____ of Shree Dharan Commercial Co-Operative Society Ltd. (hereinafter also referred to as the said Society).

12. AND WHEREAS being a Shareholder of the said Company, the Transferee has been allotted the Shop No. ____, on Ground Floor, in Plot No. 16, in Ward No. DC - 2, building known as 'Capital One Business Centre', in Shree Dharan Commercial Co-Operative Society Ltd., situated at Gandhidham - Kachchh (hereinafter referred to as “the said Shop”).

13. AND WHEREAS being a shareholder of the society, the Allottee / Purchaser is offered Shop No. ____ on Ground Floor, in Plot No. 16, in Ward No. DC - 2, building known as 'Capital One Business Centre', in Shree Dharan Commercial Co-Operative Society Ltd., situated at Gandhidham - Kachchh (herein after referred to as the said “Shop”) in the Building called Capital One Business Centre (herein after referred to as the said “Building”) being constructed by the Vendor.

14. AND WHEREAS the Vendor has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no _____; authenticated copy is attached in Annexure ‘B’;

15. AND WHEREAS the Vendor has sole and exclusive right to sell the Shops and Offices in the said building to be constructed by the Vendor on the project land and to enter into Agreement/s with the allottee(s)/s of the Shops and Offices, to receive the sale consideration in respect thereof;

16. AND WHEREAS on demand from the Allottee / Purchaser, the Vendor has given inspection to the Allottee / Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Vendor's Architects Sunil Gupta 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 thereunder and the Allottee is satisfied in respect of the same;

17. AND WHEREAS the authenticated copies of Certificate of Title issued by the advocate of the Vendor, authenticated copies of Mutation Letter or any other relevant record showing the nature of the title of the Vendor to the project land on which the Shops and Offices are constructed or are to be constructed have also been inspected by the Allottee / Purchaser and is satisfied in respect of the same.

18. AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority has been inspected by the Allottee / Purchaser.

19. AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Vendor and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project has also been inspected by the Allottee / Purchaser.

20. AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee / Purchaser has been annexed and marked as Annexure A.

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

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

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

24. AND WHEREAS the Allottee has applied to the Vendor for allotment of an Shop No. ____, on Ground Floor, in Plot No. 16, in Ward No. DC - 2, building known as 'Capital One Business Centre', in Shree Dharan Commercial Co-

Operative Society Ltd., situated at Gandhidham - Kachchh, being constructed in the said Project.

25. AND WHEREAS the carpet area of the said Shop is _____ square meters and "carpet area" means the net usable floor area of a Shop, 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.

26. AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

27. AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. (Rupees) only, being part payment of the sale consideration of the Shop agreed to be sold by the Vendor to the Allottee / Purchaser as advance payment or Application Fee (the payment and receipt whereof the Vendor both hereby admit and acknowledge) and the Allottee / Purchaser has agreed to pay to the Vendor the balance of the sale consideration in the manner hereinafter appearing.

28. AND WHEREAS, under section 13 of the said Act the Vendor is required to execute a written Agreement for sale of said Shop with the Allottee / Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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

30. NOW THEREFOR, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

(1) The Vendor shall construct the said building/s consisting of Ground Floor, First Floor, and Second Floor on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

(2) Provided that the Vendor shall have to obtain prior consent in writing of the Allottee / Purchaser in respect of variations or modifications which may adversely affect the Shop of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

(3) The Allottee / Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Allottee / Purchaser the Shop No. ____ on Ground Floor, in Plot No. 16, in Ward No. DC - 2, building known as 'Capital One Business Centre', in Shree Dharan Commercial Co-Operative Society Ltd., situated at Gandhidham - Kachchh, of carpet area admeasuring _____ Sq. Metres on Ground floor in the building Capital One Business Centre (hereinafter referred to as "the Shop") for the consideration of Rs. _____ (Rupees _____ 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 Second Schedule annexed herewith. (the price of the Shop including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

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

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

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

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

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

(v) Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment. vi. Amount of Rs...../- (.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

(vi) Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located. viii. Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

(5) The total price as stated above excludes Taxes (consisting of tax paid or payable by the Vendor by way of Value Added Tax, Service Tax, G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Vendor) up to the date of handing over the possession of the [Shop/Plot], which shall be separately payable by the Allottee / Purchaser in the manner as may be decided by the Vendor.

(6) The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Vendor undertakes and agrees that while raising a demand on the Allottee / Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Vendor shall enclose the said notification/order/rule/regulation

published/issued in that behalf to that effect along with the demand letter being issued to the Allottee / Purchaser, which shall only be applicable on subsequent payments.

(7) The Vendor shall confirm the final carpet area that has been allotted to the Allottee / Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Vendor. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate of SBI MCLR + 2%, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Vendor shall demand additional amount from the Allottee / Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

(9) The Vendor hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

(10) Time is essence for the Vendor as well as the Allottee / Purchaser. The Promoter shall abide by the time schedule for completing the project and handing over the Shop to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

(11) The Vendor hereby declares that the Floor Space Index available as on date in respect of the project land is 1038.34 square meters only and Promoter has planned to utilize Floor Space Index of 1.3774 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 Vendor has disclosed the Floor Space Index of 1430.28 Sq.

MTR. as proposed to be utilized by him on the project land in the said Project and Allottee / Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendor only.

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

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

(14) Provided that, Vendor shall give notice of fifteen days in writing to the Allottee / Purchaser, by Registered Post AD at the address provided by the allottee / Purchaser and mail at the e-mail address provided by the Allottee / Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee / Purchaser fails to rectify the breach or breaches mentioned by the Vendor within the period of notice then at the end of such notice period, Vendor shall be entitled to terminate this Agreement.

(15) Provided further that upon termination of this Agreement as aforesaid, the Vendor shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Vendor) within a period of thirty days of the termination, the instalments of sale consideration of the Shop which may till then have been paid by the Allottee / Purchaser to the Vendor.

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

(17) The Vendor shall give possession of the Shop to the Allottee on or before **31/12/2025**. If the Vendor fails or neglects to give possession of the Shop to the Allottee / Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Vendor shall be liable on demand to refund to the Allottee / Purchaser the amounts already received by him in respect of the Shop with interest at the same rate as may mentioned in the clause herein above

from the date the Vendor received the sum till the date the amounts and interest thereon is repaid.

(18) Provided that the Vendor shall be entitled to reasonable extension of time for giving delivery of Shop on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

19. Procedure for taking possession - The Vendor, upon obtaining the occupancy 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, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Vendor shall give possession of the Shop to the Allottee / Purchaser. The Vendor agrees and undertakes to indemnify the Allottee / Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Vendor. The Allottee / Purchaser agree(s) to pay the maintenance charges as determined by the Vendor or association or society of allottees, as the case may be. The Vendor on its behalf shall offer the possession to the Allottee / Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

20. The Allottee / Purchaser shall take possession of the Shop within 15 days of the written notice from the Vendor to the Allottee / Purchaser intimating that the said Shop is ready for use and occupancy:

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

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

23. The Allottee shall use the Shop or any part thereof or permit the same to be used only for purpose of Shop. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

24. Within 15 days after notice in writing is given by the Vendor to the Allottee / Purchaser that the Shop is ready for use and occupancy, the Allottee / Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Shop) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, 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.

25. REPRESENTATIONS AND WARRANTIES OF THE VENDOR

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

- (i) The Vendor has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- (ii) The Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- (iii) There are no encumbrances upon the project land or the Project 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 Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- (vi) The Vendor has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee / Purchaser created herein, may prejudicially be affected;
- (vii) The Vendor has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Shop which will, in any manner, affect the rights of Allottee / Purchaser under this Agreement;
- (viii) The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said Shop to the Allottee / Purchaser in the manner contemplated in this Agreement;
- (ix) The Vendor has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (x) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or

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

(26) The Allottee(s) / Purchaser(s) or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

(i) To maintain the Shop at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Shop is taken and shall not do or suffer to be done anything in or to the building in which the Shop is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Shop is situated and the Shop itself or any part thereof without the consent of the local authorities, if required.

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

(iii) To carry out at his own cost all internal repairs to the said Shop and maintain the Shop in the same condition, state and order in which it was delivered by the Vendor to the Allottee / Purchaser and shall not do or suffer to be done anything in or to the building in which the Shop is situated or the Shop which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee / Purchaser committing any act in contravention of the above provision, the Allottee / Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

(iv) Not to demolish or cause to be demolished the Shop or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Shop is situated and shall keep the portion, sewers, drains and pipes in the Shop and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Shop is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Shop without the prior written permission of the Vendor and/or the Society.

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

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

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

- (viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Shop by the Allottee for any purposes other than for purpose for which it is sold.
- (ix) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Shop until all the dues payable by the Allottee / Purchaser to the Vendor under this Agreement are fully paid up.
- (x) The Allottee / Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Shop therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Shop in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- (xi) The Allottee / Purchaser shall permit the Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- (xii) The Allottee / Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

27. The Vendor shall maintain a separate account in respect of sums received by the Vendor from the Allottee / Purchaser 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.

28. 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 or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Shop hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Vendor.

29. **VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE :** After the Vendor executes this Agreement he shall not mortgage or create a charge on the Shop 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 / Purchaser who has taken or agreed to take such Shop.

30. **BINDING EFFECT :** Forwarding this Agreement to the Allottee / Purchaser by the Vendor does not create a binding obligation on the part of the Vendor or the Allottee / Purchaser until, firstly, the Allottee / Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the

Payment Plan within 30 (thirty) days from the date of receipt by the Allottee / Purchaser and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Vendor. If the Allottee(s) / Purchaser(s) fails to execute and deliver to the Vendor this Agreement within 30 (thirty) days from the date of its receipt by the Allottee / Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendor, then the Vendor shall serve a notice to the Allottee / Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee / Purchaser, application of the Allottee / Purchaser shall be treated as cancelled and all sums deposited by the Allottee / Purchaser in connection therewith including the booking amount shall be returned to the Allottee / Purchaser without any interest or compensation whatsoever.

31. ENTIRE AGREEMENT : This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

32. RIGHT TO AMEND : This Agreement may only be amended through written consent of the Parties.

33. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/
SUBSEQUENT ALLOTTEES :

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

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

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

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

35. 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.

36. PLACE OF EXECUTION : The execution of this Agreement shall be complete only upon its execution by the Vendor through its authorized signatory at the Vendor's Office, or at some other place, which may be mutually agreed between the Vendor and the Allottee / Purchaser, after the Agreement is duly executed by the Allottee and the Vendor or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Gandhidham – Kachchh.

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

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

Name of Allottee / Purchaser _____

(Allottee's / Purchaser's Address) _____

Notified Email ID: _____

Vendor's Name : Shree Dharan Commercial Co-Operative Society Ltd.

(Vendor's Address) Plot No. 16, Ward No. DC - 2, Gandhidham - Kachchh.

Notified Email ID: dharanrealtors@gmail.com

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

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

41. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee / Purchaser.

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

43. 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 Gandhidham courts will have the jurisdiction for this Agreement.

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

WITNESSES

1. _____

SHRI FENIL SHASHIKANT PUJ
President of
SHREE DHARAN COMMERCIAL CO-
OPERATIVE SOCIETY LTD.
(TRANSFEROR)

2. _____

SHRI _____
(TRANSFeree)

SHOP NO. _____, ON GROUND FLOOR, IN PLOT NO. 16, IN WARD NO. DC - 2,
BUILDING KNOWN AS 'CAPITAL ONE BUSINESS CENTRE', IN SHREE
DHARAN COMMERCIAL CO-OPERATIVE SOCIETY LTD., SITUATED AT
GANDHIDHAM - KACHCHH.

ANNEXURE under Section 32 A of Registration Act, 1908

Name & Signature	Photograph	Left Hand Thumb Impression
SIGN. SHRI FENIL SHASHIKANT PUJ President of SHREE DHARAN COMMERCIAL CO-OPERATIVE SOCIETY LTD. (TRANSFEROR)		
SIGN. SHRI _____ (TRANSFeree)		