

(Draft without prejudice)
ANNEXURE 'A'
Agreement to Sell between
Promoter and Prospective allottee (s)
(Without Possession)

This Agreement made at GANDHINAGAR on _____ day of _____ in the year Two Thousand and Seventeen (2017) between

RIDDHI BUILDCON, a Partnership Firm having its Office at: Plot No. 231, Office No. 109, First Floor, Haveli Arcade, Sector No. 11, Gandhinagar – Gujarat through its Partner SANDIP BABULAL SHAH, Aged about 48 Years, Occupation : Business and residing at Plot No. 252, Sector No.1/C, Gandhinagar – Gujarat, (hereinafter referred to as the Party of the FIRST PART and/or “VENDOR/PROMOTER” which expression shall include its present and future Partners, administrators, attorneys, assignees, successors, etc.).

THE PARTY OF THE
SECOND PART :
VENDEE/S/PROSPECTIVE ALLOTTEE/S:

_____, Aged about ____ Years, Occupation _____, residing at : _____ (hereinafter referred to as the party/ies of the SECOND PART and/or “VENDEE/S/PROSPECTIVE ALLOTTEE” which expression shall include his/her/their heirs, successors, attorneys, assignees, etc.)

WHEREAS by a Registered Conveyance Deed (Sale Deed) No. 3821 dated 11/03/2016 executed between **RIDDHI BUILDCON** of the Party First Part (hereinafter referred to as " the Vendor") and (1) SAVITABEN Wd./o. CHUNIBHAI SOMABHAI PATEL, (2) KAILASHBEN CHUNIBHAI PATEL, (3) YOGESHKUMAR CHUNIBHAI PATEL AND (4) JIGNESHKUMAR CHUNIBHAI PATEL, the Vendor agreed with (1) SAVITABEN Wd./o. CHUNIBHAI SOMABHAI PATEL,

(2) KAILASHBEN CHUNIBHAI PATEL, (3) YOGESHKUMAR CHUNIBHAI PATEL AND (4) JIGNESHKUMAR CHUNIBHAI PATEL for the absolute sale to the Promoter/sold absolutely to the Promoter an immovable property bearing **Block No.153** admeasuring 4553 Sq.Mtrs. which comprised in Town Planning Scheme No.19 (RAYSAN – RANDESAN - KOBA) and allotted Final Plot No.136 admeasuring 2959 Sq.Mtrs. for Commercial Purpose and building being constructed thereon which is known as “YASH PLAZA” situated at VILLAGE : RAYSAN, TALUKA & DIST. GANDHINAGAR in the Registration District and Sub-Dist. of Gandhinagar – Gujarat which is more particularly described in the First Schedule hereunder written (hereinafter referred to as “the project land”).

AND WHEREAS the Promoter is entitled and enjoined upon to construct buildings on the project land;

AND WHEREAS the Vendor/Promoter is in possession of the project land

AND WHEREAS the Promoter has proposed to construct on the project land Shop/offices as per the present approved Development Plan by GUDA vide Development Permission No.PRM/RAYSAN/67/08/2015/5329/2015 dated 21/10/2015 in Building Nos. , (here specify number of buildings thereof) having Ground Floor + as per present approved Development Plan by GUDA i.e. 1 Basement, Hollow Plinth + Floor (here specify number of Basements/podiums/stilt and upper Floors).

AND WHEREAS the Prospective Allottee is offered an Shop/Office bearing number_____ on the _____Floor (as per approved plan by GUDA ____ Floor above Hollow Plinth), (herein after referred to as the said “Shop/Office”) in the _____ wing of the Building called “YASH PLAZA” which is

more particularly described in Schedule-A (herein after referred to as the said “Building”) constructed by the Promoter,

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ Vide No. _____; authenticated copy is attached in Annexure - B

AND WHEREAS by virtue of the Sale Deed (being owner of Project Land) the Promoter has sole and exclusive right to sell the Shop/Office in the said building/s constructed by the Promoter on the project land and to enter into Agreement/s with the prospective Allottee(s)/s of the Shop/Office to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the prospective Allottee, the Promoter has given inspection to the Prospective Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects _____ 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 Prospective Allottee if satisfied in respect of the same;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Shop/Office are constructed or are to be constructed have also been inspected by the Prospective Allottee and is satisfied in respect of the same.

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

AND WHEREAS the 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 has also been inspected by the Prospective Allottee, AND WHEREAS the authenticated copies of the plans and specifications of the Shop/Office agreed to be purchased by the Prospective Allottee has been annexed and marked as Annexure A

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.

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 Promoter 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.

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

AND WHEREAS the Prospective Allottee has applied to the Promoter for allotment of an Shop/Office No.. . . . on Floor (as per approved plan by GUDA on. Floor above Hollow Plinth) in wing _____ situated in the building No.. . . . ,

AND WHEREAS the carpet area of the said Shop/Office is square meters/square feet and "carpet area" means the net usable floor area of an 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.

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;

AND WHEREAS, prior to the execution of this agreement to the Prospective Allottee has paid to the Promoter a sum of Rs._____-/- (Rupees _____only, being part payment of the sale consideration of Rs._____-/- (Rupees _____ only) as follows of the Shop/Office agreed to be sold by the Promoter to the Prospective Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) as follows.

Rs._____-/-	Rupees _____ only paid by Cheque No._____- dated _____ drawn on _____ Bank, _____ Branch.
Rs._____-/-	Rupees _____ only paid by Cheque No._____- dated _____ drawn on _____ Bank, _____ Branch.

Rs._____-/- Rupees _____ only paid by
Cheque No._____ dated _____
drawn on _____ Bank,
_____ Branch.

Total Rs._____-/- Rupees _____ only.
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and the Prospective Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

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

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

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

- The Promoter shall construct the said building/s consisting of 1 basement and Ground Floor (Hollow Plinth) + upper Floors as per present approved Development Plan by GUDA vide Development Permission No. PRM/RAYSAN/67/08/2015/5329/2015 dated 21/10/2015 on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

- (1-a) (i) The Prospective Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Prospective Allottee Shop/office No. _____ of the type _____ of carpet area admeasuring _____ Sq. Mtrs./Sq. Fts. On _____ Floor (as per approved plan by GUDA _____ Floor above Hollow Plinth) in the building known as "YASH PLAZA" (hereinafter referred to as "the Shop/office") for the consideration of Rs. _____/- **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-B annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).
- (ii) The Prospective Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Prospective Allottee balcony/verandha 1 having area admeasuring _____ Sq.Mtrs./Sq.Fts. forming part of the Shop/office for the consideration of Rs. _____/-
- (iii) The Prospective Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Prospective Allottee balcony/verandha 2 having area admeasuring _____

_____Sq.Mtrs./Sq.Fts. forming part of the Shop/office for the consideration Rs._____/-

- (iv) The Prospective Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Prospective Allottee wash area balcony having _____ area admeasuring _____Sq.Mtrs./Sq.Fts. forming part of the Shop/office for the consideration of Rs._____/-. However, the party of the FIRST PART promoter has not received any charge for common terrace from the party of the SECOND PART.
- (v) The Prospective Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Prospective Allottee open terrace having _____ area admeasuring _____Sq.Mtrs./Sq.Fts. forming part of the Shop/office for the consideration of Rs._____/-
- (vi) The Prospective Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Prospective Allottee open parking spaces bearing Nos.____ situated at Basement and/or stilt and /or podium being constructed in the layout for the consideration of Rs._____/-
- (vii) The Prospective Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Prospective Allottee covered parking spaces bearing Nos.____ situated at Basement and/or stilt and /or podium being constructed in the layout for the consideration of Rs._____/-.

(1-b) The total aggregate consideration amount for the Shop/office mentioned herein above from clause 1 a (i) to (vii) is thus Rs. _____/-

(1- c) The Prospective Allottee 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 Promoter the balance amount of Rs. _____/- (Rupees _____ only) in the following manner :-

- i. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 30% of the total consideration) to be paid to the Promoter within 30 days after the execution of Agreement.
- ii. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Shop/office is located.
- iii. Amount of Rs. _____/- (Rupees _____ only) (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 Shop/office is located.
- iv. Amount of Rs. _____/- (Rupees _____ only) (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 Shop/office.
- v. Amount of Rs. _____/- (Rupees _____ only) (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 Shop/office.
- vi. Amount of Rs. _____/- (Rupees _____ only) (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 Shop/office is located.

- vii. Amount of Rs. _____/- (Rupees _____only) (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 Shop/office is located.
- viii. Balance Amount of Rs. _____/- (Rupees _____only) against and at the time of handing over of the possession of the Shop/office to the Prospective Allottee on or after receipt of occupancy certificate or completion certificate.

Note : The party of the FIRST PART deducted TDS on Sale Consideration @1% as per the provisions of the Income Tax Act (if applicable).

- (1-d) The total price as stated above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess, GST 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 Prospective Allottee in the manner as may be decided by the Promoter.
- (1-e) The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that

while raising a demand on the Prospective 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 Prospective Allottee, which shall only be applicable on subsequent payments.

- (1-f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Prospective Allottee by discounting such early payments @ **8%** per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Prospective Allottee by the Promoter.
- (1-g) The Promoter shall confirm the final carpet area that has been allotted to the Prospective 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. 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 limit then Promoter shall refund the excess money paid by Prospective Allottee within forty-five days with annual interest at the rate of **8%**, from the date when such an excess amount was paid by the Prospective Allottee. If there is any increase in the carpet area allotted to Prospective Allottee, the Promoter shall demand additional amount from the Prospective 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 1(a) of this Agreement.
- (1-h) The Prospective 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 Prospective Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

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

- 2.1 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 Prospective Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Shop/office.
- 2.2 Time is essence for the Promoter as well as the Prospective Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Shop/office/Plot] to the Prospective Allottee and the common areas to the association of the prospective Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Prospective 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").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 2959 Sq.Mtrs. only and Promoter has planned to utilize Floor Space Index of by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may

be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of as proposed to be utilized by him on the project land in the said Project and Prospective 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.

- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Shop/office to the Prospective Allottee, the Promoter agrees to pay to the Prospective Allottee, who does not intend to withdraw from the project, interest at the rate of **8%** per annum, on all the amounts paid by the Prospective Allottee, for every month of delay, till the handing over of the possession. The Prospective Allottee agrees to pay to the Promoter, interest at the rate of **12%** per annum, on all the delayed payment which become due and payable by the Prospective Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the prospective Allottee(s) to the Promoter.
- 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Prospective Allottee committing default in payment on due date of any amount due and payable by the Prospective Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the prospective Allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Prospective Allottee, by Registered Post AD at the address provided by the prospective Allottee and mail at the e-mail address provided by the Prospective Allottee, 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 Prospective Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

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

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with brand, or price range to be provided by the Promoter at his/her/its option in the said building and the Apartment as are set out in Annexure 'C', annexed hereto. Further, the party/ies of the SECOND PART hereby agreed that, interior furniture shown in the shop/office plan is not a part of the scheme it is only for reference.
6. The Promoter shall give possession of the Shop/office to the Prospective Allottee on or before _____. If the Promoter fails or neglects to give possession of the Shop/office to the Prospective Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Prospective Allottee the amounts already received by him in respect of the Shop/office with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Shop/office on the aforesaid date, if the completion of building in which the Shop/office is to be situated is delayed on account of –

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

7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Prospective Allottee as per the agreement shall offer in writing the possession of the [Apartment], to the Prospective Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment] to the Prospective Allottee. The Promoter agrees and undertakes to indemnify the Prospective Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Prospective Allottee agree(s) to pay the maintenance charges @Rs. _____ /- per month + GST as determined by the Promoter or association of prospective Allottees, as the case may be. The Prospective Allottee has paid as interest free maintenance Deposit of Rs. _____ /- to secure rendering break free maintenance services by the promotor or association of the Allottes by Cheque. The Promoter on its behalf shall offer the possession to the Prospective Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

Default by the purchaser/ in payment of maintenance charges/outgoing and taxes shall be default under this agreement and entail the vendor to enforce default remedies as provided herein on seek the remedies under this Act or under any other Law.

- 7.2 The Prospective Allottee shall take possession of the Shop/office within 15 days of the written notice from the promoter to the Prospective Allottee intimating that the said Shop/offices are ready for use and occupancy:
- 7.3 Failure of Prospective Allottee to take Possession of Shop/office Upon receiving a written intimation from the Promoter as per

clause 7.1, the Prospective 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 prospective Allottee. In case the Prospective Allottee fails to take possession within the time provided in clause 7.1 such Prospective Allottee shall continue to be liable to pay maintenance charges as applicable.

- 7.4 If within a period of five years from the date of handing over the Shop/office to the Prospective Allottee, the Prospective Allottee brings to the notice of the Promoter any structural defect in the Shop/office or the building in which the Shop/office are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Prospective Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided that the Promoter 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 Promoter or beyond the control of the Promoter.
8. The Prospective Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of keeping or parking vehicle.

However, common terrace of Sq.Mtrs. as mention in plan annexed herewith as Schedule-C shall be for common use of apartment holder/s and remaining terrace rights of the said property shall be of the party of the FIRST PART only and the party of the FIRST PART be entitled to give exclusive usage rights of the reserve terrace to any party/ies at its own discretion.

Further, That the Party of the First Part has allotted Parking Space to the Party of the Second Part and he/she/it/they shall have to park his/her/their vehicles in the said specified space only. Moreover, the party of the FIRST PART who has reserved the parking place may sell the same to any other shop/office holder at its own desire and the party of the SECOND PART shall not object or make any quarrel for the same.

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

Further, when the party of the First Part and its shop/office holders form an Association, the party of the SECOND PART shall become member/s of the same compulsorily and the party of the SECOND PART or his/her/its/their successors/nominee shall have to follow all rules, terms and conditions which may be framed by the said Society / Association / Company relating to the said scheme or part thereof.

- 9.1 Within 15 days after notice in writing is given by the Promoter to the Prospective Allottee that the Apartment is ready for use and occupancy, the Prospective Allottee shall be liable to bear

and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, 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 Prospective Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Prospective Allottee further agrees that till the Prospective Allottee's share is so determined the Prospective Allottee shall pay to the Promoter provisional monthly contribution of Rs. /- per month + GST towards the outgoings. The Prospective Allottee shall pay monthly maintenance contribution of Rs. /- (total years amount) to the promoter at the time of the possession of the shop/office being three years advance monthly maintenance contribution and GEB, UGVCL, GUDA charges or all other charges imposed by the government Semi Government authority/ Body/Corporation/ Company etc.. The amounts so paid by the Prospective 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.

10. Over and above the amounts mentioned in the agreement to be paid by the Prospective Allottee, the Prospective Allottee shall on or before delivery of possession of the said premises shall pay to the Promoter such proportionate share of the outgoings GEB, UGVCL, GUDA charges, Electricity Meter Deposit, Water Meter Deposit, Meter Cost, Installation Charges or all other charges imposed by the Government Semi Government authority/ Body/Corporation/ Company etc. as

may be determined by the Promoter and which are not covered in any other provisions of this agreement.

11. The Prospective Allottee shall pay to the Promoter a sum of Rs._____/ - for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Prospective Allottee shall pay to the Promoter, the Prospective 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 Prospective Allottee shall pay to the Promoter, the Prospective 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.
13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER
The Promoter hereby represents and warrants to the Prospective Allottee as follows:
 - i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
 - ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out

development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

- iii. There are no encumbrances upon the project land or the Project 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 Prospective 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/Plot] which will, in any manner, affect the rights of Prospective Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Shop/office/Plot] to the Prospective 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 prospective Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Prospective 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.
14. The Prospective Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Shop/office may come, hereby covenants with the Promoter as follows :-
- i. To maintain the Shop/office at the Prospective Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Shop/office is taken and shall not do or suffer to be done anything in or to the building in which the Shop/office 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/office is situated and the Shop/office itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the Shop/office 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/office 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/office is situated, including entrances of the building in which the Shop/office is situated and in case any damage is caused to the building in which the Shop/office is situated or the Shop/office on account of negligence or default of the Prospective Allottee in this behalf, the Prospective Allottee shall be liable for the consequences of the breach.

- iii. To carry out at his own cost all internal repairs to the said Shop/office and maintain the Shop/office in the same condition, state and order in which it was delivered by the Promoter to the Prospective Allottee and shall not do or suffer to be done anything in or to the building in which the Shop/office is situated or the Shop/office 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 Prospective Allottee committing any act in contravention of the above provision, the Prospective Allottee 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/office 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/office or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Shop/office is situated and shall keep the portion, sewers, drains

and pipes in the Shop/office 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/office 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/office without the prior written permission of the Promoter and/or the Society or the Limited Company.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Shop/office 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/office in the compound or any portion of the project land and the building in which the Shop/office is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, 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/office 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/office by the Prospective Allottee for any purposes other than for purpose for which it is sold.
- ix. The Prospective 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/office until all the dues payable by the Prospective Allottee to the Promoter under this Agreement are fully paid up.

- x. The Prospective Allottee 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/offices 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 Prospective Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Shop/office 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 Prospective Allottee 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 said buildings or any part thereof to view and examine the state and condition thereof.
- xii. The party of the SECOND PART hereby acknowledges that even after the Society / Association/Company has been formed with respect to the said project, the party of the FIRST PART shall be entitled to sell as in any other manner transfer the un-sold apartment/s in said project to any third party/ies on such terms and conditions as it may deem fit and such purchaser/transferee of un-sold apartment/s shall be entitled to become member of the Society /

Association/Company and use all common areas and facilities in the project at par with other shop/office purchaser / occupiers.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Prospective 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.
16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Shop/office and Building or any part thereof. The Prospective Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him/her/them 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.

17. 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 Prospective Allottee who has taken or agreed to take such Shop/office.

18. BINDING EFFECT

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

19. ENTIRE AGREEMENT

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

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PROSPECTIVE ALLOTTEE/ SUBSEQUENT PROSPECTIVE 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 Prospective Allottees of the [Shop/office/Plot], in

case of a transfer, as the said obligations go along with the [Shop/office/Plot] for all intents and purposes.

22. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the Prospective Allottee has to make any payment, in common with other Prospective Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Shop/office/Plot] to the total carpet area of all the [Shop/offices/Plots] in the Project.

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Prospective

Allottee, in after the Agreement is duly executed by the Prospective Allottee and the Promoter 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 _____ .

26. The Prospective Allottee and/or Promoter 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 Promoter will attend such office and admit execution thereof.
27. That all notices to be served on the Prospective Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Prospective Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

RIDDHI BUILDCON, a Partnership Firm,
Plot No. 231, Office No. 109, First Floor, Haveli Arcade, Sector
No. 11, Gandhinagar, E-mail : sbshah341@yahoo.com

_____ Name of Prospective allottee

_____ (Prospective allottee's Address)

Notified Email ID:

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

28. JOINT PROSPECTIVE ALLOTTEES

That in case there are Joint Prospective Allottees all communications shall be sent by the Promoter to the Prospective 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 Prospective Allottees.

29. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the prospective Allottee.

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

31. GOVERNING LAW

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

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

Schedule-A
Description of the property / apartment/s

All that piece and parcel of the property situated at MOUJE: RAYSAN, TALUKA: GANDHINAGAR in the Registration District and Sub District of GANDHINAGAR-GUJARAT bearing Shops/Offices No. _____ on _____ Floor of Block No. _____ having Built Up Area of _____ Sq.Mtrs. and _____ Sq. Mtrs. undivided ownership right in the

land (below construction line of the said Shop/Office) of the scheme known as “YASH PLAZA” being constructed on N.A. Land for Commercial Purpose bearing **Block No.153** admeasuring 4553 Sq.Mtrs. which comprised in Town Planning Scheme No.19 (RAYSAN – RANDESAN - KOBAN) and allotted Final Plot No.136 admeasuring 2959 Sq.Mtrs. :-

Boundaries:

EAST :
 WEST :
 NORTH :
 SOUTH :

Schedule-B
Description of Common Areas and Facilities.

_____Sq. Mtrs. undivided ownership right in margin, common plot and road of the scheme known as “YASH PLAZA” or thereabouts and bounded as follows :-

SCHEDULE- C
FLOOR PLAN OF THE APARTMENT AND COMMON
TERRACE

ANNEXURE-A
(Authenticated copies of the plans and specifications of the apartment agreed to be purchased by the Prospective 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
(Specification and amenities of the apartment)

Received of and from the Prospective Allottee above
named the sum of Rs. _____/- (rupees _____
only) on execution of this agreement towards Earnest
Money Deposit or application fee I say received.

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

SIGNED AND DELIVERED
BY THE WITHIN NAMED

THE PARTY OF THE FIRST
PART AND/OR VENDOR/PROMOTER

RIDDHI BUILDCON, A Partnership
Firm through its Partner SANDIP
BABULAL SHAH

SIGNED AND DELIVERED BY
THE WITHIN NAMED

THE PARTY OF THE SECOND
PART AND/OR PROSPECTIVE
VENDEE/S/PROSPECTIVE ALLOTTEE/S

()

in the presence of,

1. _____
()

2. _____
()

:Schedule Under Section 32 (A) of The Registration Act.:

Name & Signature	Photograph	Thumb Impression
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PROMOTER/
VENDOR :

RIDDHI
BUILDCON, A
Partnership
Firm through its
Partner SANDIP
BABULAL SHAH

PROSPECTIVE
ALLOTEE/
VENDEE/S