

RERA Regn. No.: , date.....-.....-202...

AGREEMENT FOR SALE/BANAKHAT

(Without Possession)

THIS Agreement for Sale(Banakhat) is executed at Ahmedabadon this
.....day of the Month.....of the year, 202..

BETWEEN

THE PROMOTER

VIHAANA DEVELOPERS LLP

THE VENDOR

(PAN. AARFV 0916 F)

-aLimited Liability Partnership registered under the Provisions of Limited Liability Partnership Act, 2008 being LLP Identification No. AAN-5247 of 12th November, 2018, having it's Registered office: A/32, Mona Park Housing Society, Nr. Harshad Colony, India Colony, Ahmedabad- 382350& works admin.office at :Maruti Industrial Estate-2, Near vatva railway station, vatva, Ahmedabadthrough its' partner and authorised signatory :

**Mr.HIMANSHUBHAI
ZALAVADIYA**

VINUBHAI

Aadhar Card No. 2355 8128 7416

Aged about 32 years, occ.: Business, Religion :
Hindu

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Address : as above

(Hereinafter called the “Promoter/vendor”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include said “VIHAANA DEVELOPERS LLP” a Limited Liability partnership firm and its present and time to time partners, their legal heirs, executors, administrators and successors-in-interest and permitted assign etc. all).

AND

THE PURCHASER/s (1) Mr./Mrs.....

PAN.....

Aadhar Card No.....

Aged about.....years, occ.:
Service/Business, Religion :

Residing at :

(2) Mr./Mrs.....

PAN.

Aadhar Card No.....

Aged about years, occ.: Service/Business,
Religion :

Residing at : as above

(Hereinafter called the “Purchaser/s”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors, assignees etc. all).

The promoter/the vendor and the purchaser/s shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

WHEREAS

Originally N.A. land measuring 36957 sq.mtrs bearing Sub Plot No. 24/1/A formed on 84264 sq.mtrs. N.A. land of Final Plot No. 24/1 in Draft Town Planning Scheme No.87 (Vatva-Vinzol) within A.M.C. limit was owned and occupied by Nila Infrastructures Ltd. ; which is incorporated under The Companies Act, 1956 on 26-02-1990 at CIN04-13417 having its

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registered office at 1st Floor of Sambhav House, Opp. Judges Bungalow, Bodakdev, Ahmedabad.

Whereas sub plotting layout of said Final Plot No. 24/1 admeasuring 84262 sq.mtrs was approved by Ahmedabad Municipal Corporation (AMC) vide its' Rajachithhi No.03103/150220/A3349/M1 dated. 18-02-2020. Accordingly the land bearing Final Plot No. 24/1 paiki admeasuring 36957 sq.mtrs (given in lieu of Amalgamated Survey No.324/1 of Mouje :Vinzol) in Draft T.P. Scheme No.87(Vatva-Vinzol) of said Nila Infrastructures Ltd. is allotted Sub Plot No. 24/1/A, now onwards will be referred to as said "entire N.A. land " and is bounded as under i.e. say;

Towards the East	:- 18' mtr T.P. Scheme Road
Towards the West	:- Adjoining Final Plot No. 71
Towards the North	:- Adjoining Final Plot No. 70 and Adjoining Final Plot No. 27 (sub plot No. 3)
Towards the South	:-Final Plot No.24/1 Paiki (S.P. No.24/1/B, S.P. No. 24/1/C and S.P. No. 24/1/D)

Whereas said Nila Infrastructures Ltd. sold, conveyed and transferred it's said entire N.A. land admeasuring 36957 sq.mtrs bearing Sub Plot No. 24/1/A of Final Plot No. 24/1 in Draft Town Planning Scheme No.87 (Vatva-Vinzol) within A.M.C. limit to Party of the first part - the Vendor Vihaana Developers LLP by a Sale Deed, which deed is registered in the office of the Sub-Registrar of Ahmedabad-11(Aslali) on 20-2-2020 at Serial No.2437. and said N.A. land is mutuited in the name of the promoter/the vendor Vihaana Developers LLP in the revenue record on 28-2-2020 by entry No.8261, which is certified on 13-4-2020 by the circle officer, Vatva- the competent revenue authority.

Thus the promoter/the vendor Vihaana Developers LLP became absolute owner and occupier of said entire N.A. land admeasuring 36957 sq.mtrs bearing Sub Plot No. 24/1/A of Final Plot No. 24/1 in Draft Town Planning Scheme No.87 (Vatva-Vinzol).

Whereas the promoter/the vendor divided it's 36957 sq.mtrs land in separate 4(four) sub plots viz by AMC Case No. LTS/SZ/030720/CGDCRV/A3601/M1, Rajachitthi No.03381/030720/A3601/M1, dated. 07-07-2020 mentioned in "Table-A" hereunder.

TABLE-A

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(showing information of sub divisions)

Sr. No	Main Plot No.	Main Plot Area	Sub Plot No	Sub Plot Area
1	S.P.No.24/1/A	36957.00	Area Not In Possession of S.P. No. 24/1/A/1	236.00
2	S.P.No.24/1/A	36957.00	Net Area of S.P. No.24/1/A/1	28906.00
3	S.P.No.24/1/A	36957.00	Net Area of S.P. No. 24/1/A/4	3409.00
4	S.P.No.24/1/A	36957.00	Area Not in Possession of S.P. No. 24/1/A/4	6.00
5	S.P.No.24/1/A	36957.00	S.P. No. 24/1/A/2	2620.00
6	S.P.No.24/1/A	36957.00	S.P. No. 24/1/A/3	1328.00
7	S.P.No.24/1/A	36957.00	12.00 Mt Road Area	452.00

Whereas, as shown in “Table-A” hereinabove, leaving 8051 sq.mtrs land out of said 36957 sq.mtrs land (say 236 sq.mtrs land of Sub Plot No.24/1/A/1 and 06 sq.mtrs land of Sub Plot No.24/1/A/4 being not in possession with the promoter/the vendor + 452 sq.mtrs land area of approach road + 2620 sq.mtrs land of Sub Plot No.24/1/A/2 + 1328 sq.mtrs land of Sub Plot No.24/1/A/3 and 3409 sq.mtrs land of Sub Plot No.24/1/A/4) on balance/remaining 28906 sq.mtrs land of Sub Plot No. 24/1/A/1 after making the provision for common plots, internal roads, car parking, drive ways etc. the promoter/the vendor has floated a project of industrial sheds in the name and style of “*MARUTI INDUSTRIAL ESTATE- 2*” .

The Promoter/the vendor hereby declares/clarifies that along with the promoter/the vendor (owner and occupier of Sub Plot No.24/1/A/1-Maruti Industrial Estate-2 project land) and its’ employees/ staff, workers/ customers/visitors/invitees AND the employees/staff, workers/customers/ visitors/invitees of the sheds/units/properties holders/occupiers of/in said Sub Plot No.24/1/A/2 + Sub Plot No.24/1/A/3 + Sub Plot No.24/1/A/4 can use said 12.00 mtr wide approach road joining to 18.00 mtr T.P Scheme Road for ingress and egress with and/or without vehicles following the rules and regulations framed/decided for.

The boundaries of said Sub plot No. 24/1/A/1 ;
“Maruti Industrial Estate-2 project land”

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Towards the East	:-Sub Plot No. 24/1/A/4, 12.00 mtr Private approach road joining to 18.00 mtr T.P. Scheme Road and Sub Plot No. 24/1/A/2
Towards the West	:- Adjoining Final Plot No. 71
Towards the North	:- Adjoining Final Plot No. 70 and Adjoining Final Plot No. 27 (sub plot No. 24/1/A/3)
Towards the South	:-Final Plot No.24/1 Paiki (S.P. No.24/1/B, S.P. No. 24/1/C and S.P. No. 24/1/D)

Now onwards for the sake of brevity said 28906 sq.mtrs. Non-Agricultural land having four boundaries mentioned hereinabove bearing Sub plot No.24/1/A/1 of Final Plot No.24/1 of Draft Town Planning Scheme No.87 (Vatva-Vinzol) on state hereinabove will also be referred to as **“said land”** and **“MARUTI INDUSTRIAL ESTATE -2”** project will also be referred to as **“said project”** AND said VIHAANA DEVELOPERS LLP – a Limited Liability Partnership of said (1) Mr. Vinubhai Mohanbhai Zalavadiya and (2) Mr. Hmashubhai Vinubhai Zalavadiya will also be referred to as **“Said Developer”** and this Agreement for Sale/Banakhat (without possession) will also be referred to as **“said agreement”**.

Whereas said **“MARUTI INDUSTRIAL ESTATE -2”** project is consisting of total 15 Blocks (Block “A” to Block “O”) and 279 industrial sheds viz. Block Number-A (19 industrial sheds), Block Number-B (22 industrial sheds), Block Number-C (20 industrial sheds), Block Number-D (22 industrial sheds), Block Number-E (20 industrial sheds), Block Number-F (22 industrial sheds), Block Number-G (20 industrial sheds), Block Number-H (11 industrial sheds), Block Number-I (15 industrial sheds), Block Number- J (12 industrial sheds), Block Number- K (21 industrial sheds), Block Number- L (20 industrial sheds), Block Number- M (27 industrial sheds), Block Number-N (28 industrial sheds) and Block Number- O (Sec. RM, Pump Room, O.H.W.T. over had water tank).

B. The promoter/the vendor Vihaana Developers LLP has purchased said 28906 sq.mtrs N.A. land bearing Sub Plot No.24/1/A/1 of Final Plot No.24/1 of Draft Town Planning Scheme No.87 (Vatva-Vinzol) and floated a project in the name & style of **“MARUTI INDUSTRIAL ESTATE -2”** (said project) on said 28906 sq.mtr N.A. land and has started the construction work as per layout plan of/for the construction approved by Ahmedabad Municipal Corporation (AMC) and permission for construction (Rajachithi) obtained from Ahmedabad

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Municipal Corporation (AMC) mentioned hereunder in column D & E.

- C. The promoter/the vendor is competent to enter into this Agreement regarding the said Industrial Sheddescribed in schedule.
- D. Ahmedabad Municipal Corporation (AMC), Ahmedabad has sanctioned plan for construction of industrial sheds on said 28906 sq.mtrs N.A. land and has issued separate 15 (fifteen) permissions for construction/commencement Letter (Rajachitthi) mentioned in “TABLE-B” hereunder written.

“TABLE-B”

(permission for construction/commencement Letter)

Sr.No.	Block No.	Rajachitthi No.	& Date
1	A	03699/080920/A3871/R0/M1, dtd 14-09-2020	
2	B	03699/080920/A3872/R0/M1,dtd 14-09-2020	
3	C	03699/080920/A3873/R0/M1, dtd 14-09-2020	
4	D	03699/080920/A3874/R0/M1, dtd 14-09-2020	
5	E	03699/080920/A3875/R0/M1, dtd 14-09-2020	
6	F	03699/080920/A3876/R0/M1, dtd 14-09-2020	
7	G	03699/080920/A3877/R0/M1, dtd 14-09-2020	
8	H	03699/080920/A3878/R0/M1, dtd 14-09-2020	
9	I	03699/080920/A3879/R0/M1, dtd 14-09-2020	
10	J	03699/080920/A3880/R0/M1, dtd 14-09-2020	
11	K	03699/080920/A3881/R0/M1, dtd 14-09-2020	
12	L	03699/080920/A3882/R0/M1, dtd 14-09-2020	
13	M	03699/080920/A3883/R0/M1, dtd 14-09-2020	
14	N	03699/080920/A3884/R0/M1, dtd 14-09-2020	
15	O	03699/080920/A3885/R0/M1, dtd 14-09-2020	

- E. The promoter/the vendor has obtained the final layout plan approvals for said Project from Ahmedabad Municipal Corporation (AMC) and hereby agrees not to make any changes to these said lay-out plans and specifications except in strict compliance with section 14 of the RERA Act and other applicable laws;
- F. The promoter/the vendor has got registered its’ said project under the provisions of said Act with the Real Estate Regulatory Authority

(RERA), Gujarat Government at Gandhinagar, Gujarat on ...-....-2020 under Project Registration No... ..;

G. The purchaser/s had applied for one Industrial Shed in said project vide application No. _ _ dated _ _ and has/have been allotted said industrial shed No..... admeasuring sq.mtrs. (Net Plot area) construction of said industrial shed admeasuring.....sq.mtrs. (Carpet area) (Ground Floor + Mezzanine Floor) in Block No. of said project having common parking for all said industrial shed owners/holders i.e. purchaser/s, as permissible under the applicable law and of prorata/proportionate share in the “common areas” as defined under clause (n) of Section 2 of said Act (hereinafter referred to as the “industrial shed” and is more particularly described in “Schedule-A” and the floor plan of said industrial shed is annexed hereto and marked as “Schedule- B”);

H. The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein;

i. common car parking.

I.

J. The parties hereby confirm that they are signing and executing this agreement with full knowledge of all necessary laws, rules, regulations, notifications, etc., applicable to said project;

K. The parties herein 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;

L. In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the promoter/the vendor hereby agrees to sell and the purchaser/s hereby agree/s to purchase said industrial shed as specified in para-G

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the parties agree herein as follows:

1. TERMS

- 1.1 Subject to the terms and conditions as detailed in this agreement for sale, the promoter/the vendor agree to sell to the purchaser/s and the purchaser/s hereby agree to purchase, said industrial shed as specified in Para-G;
- 1.2 The Total price for said industrial shed based on the carpet area is Rs.-00 (Rs... only).

Explanation

- (i) The total price above includes the booking amount paid by the purchaser/s to the promoter/the vendor towards said Industrial Shed;
- (ii) The Total price above excludes Taxes, GST 12 %, stamp duty, registration fee and expenses, Advocate fee & miscellaneous exp. etc.

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the purchaser/s to the promoter/the vendor shall be increased/reduced based on such change/modification;

- (iii) The promoter/the vendor shall periodically intimate to the purchaser/s, the amount payable as stated in (i) above and the purchaser/s shall make payment within 21 (Twenty One) days from the date of such written intimation. In addition, the promoter/the vendor shall provide to the purchaser/s the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The total price of said industrial shed includes: pro rata share in the common areas as provided in the agreement.

- 1.3 The total price is escalation free, save and except increases which the purchaser/s hereby agrees to pay, 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 from time to time. The promoter/the vendor undertakes and agrees that while raising a demand on the purchaser/s for increase in development charges, cost/charges imposed by the competent authorities, the promoter/the vendor shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the purchaser/s, which shall only be applicable on subsequent payments.

- 1.4 The purchaser/s shall make the payment as per the payment plan set out in Schedule- C(“payment plan”).
- 1.5 The promoter/the vendor may allow, in its sole discretion, a rebate for early payments of installments payable by the purchaser/s by discounting such early payments @ % per annum for the period by which the respective installment has been proposed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to a purchaser/s by the promoter/the vendor.
- 1.6 It is agreed that the promoter/the vendor shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of said industrial shed and project, as the case may be, without the previous written consent of the purchaser/s. provided that the promoter/the vendor may make such minor additions or alterations as may be required by the purchaser/s, or such minor changes or alterations as per the provisions of said Act.
- 1.7 The promoter/the vendor shall confirm the final carpet area that has been allotted to the purchaser/s after the construction of the project 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 the three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the promoter/the vendor. If there is any reduction in the carpet area within the defined limit then the promoter/the vendor shall refund the excess money paid by purchaser/s within 45 (forty five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the purchaser/s. If there is any increase in the carpet area allotted to purchaser/s, the promoter/the vendor shall demand that from the purchaser/s as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of said agreement.
- 1.8 Subject to Clause 9.3 the promoter/the vendor agree and acknowledges, the purchaser/s shall have the right to said industrial shed as mentioned below:

- (i) The purchaser/s shall have exclusive ownership of said industrial shed.
- (ii) The purchaser/s shall also have undivided proportionate share in the common areas. Since the share/interest of purchaser/s in the common areas is undivided and cannot be divided or separated, the purchaser/s shall use the common areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the purchaser/s to use the common areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter/the vendor shall convey undivided proportionate title in the common areas to the association of purchaser/s as provided in said Act;

The promoter/the vendor hereby declare that the purchaser will be the owner of the terrace of said individual industrial shed and the purchaser will have to use it keeping it open ; no construction would be made/built on said terrace.

- (iii) That the computation of the price of said industrial shed includes recovery of price of land, construction of not only said Industrial Shed but also the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the project.

1.9 It is made clear by the promoter/the vendor and the purchaser/s agrees that said industrial shed shall be treated as a single indivisible unit for all purposes. It is agreed that the project is an independent, self-contained project covering the said land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the purchaser/s. It is clarified that project's facilities and amenities shall be available only for use and enjoyment of the purchaser/s of said project.

1.10 It is understood by the purchaser/s that all other areas and i.e. areas and facilities falling outside said project, namely "*MARUTI INDUSTRIAL ESTATE -2*" shall not form a part of the declaration to be filed with Ahmedabad Municipal Corporation (AMC) to be filed in accordance with said acts of Gujarat State.

1.11 The promoter/the vendor agrees to pay all outgoings before transferring the physical possession of said industrial shed to the purchaser/s, which it has collected from the purchaser/s, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the party of the promoter/the vendor fails to pay all or any of the outgoings collected by it from the purchaser/s or any liability, mortgage loan and interest thereon before transferring said industrial shed to the purchaser/s, the promoter/the vendor agree to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.12 The purchaser/s has/have paid a sum of Rs.....-00 (Rs..... only) to the promoter/the vendor in the mode written hereunder as booking amount being part payment towards the total price of said industrial shed at the time of application, the receipt of which the promoter/the vendor hereby acknowledges and the purchaser/s hereby agree to pay the remaining price of said Industrial Shed as prescribed in the payment plan as may be demanded by the party of the promoter/the vendor within the time and in the manner specified therein:

Rs.....-00 (Rs.....only) by Cheque/D.D. No... .., dtd.....ofBank, Branch,.....

Rs.....-00 (Rs.only) by Cheque/D.D. No....., dtdof Bank,Branch,

Total Rs.....-00 (Rs.only)

Provided that if the purchaser/s delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the rules.

2. MODE OF PAYMENT

Subject to the terms of said agreement and the promoter/the vendor abiding by the construction milestones, the purchaser/s shall make all payments, on demand by the promoter/the vendor, within the stipulated time as mentioned in the Schedule-C ; payment plan of this agreement through A/c payee cheque/demand draft or online payment (as applicable) in favour of “the promoter” payable at Ahmedabad.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 3.1 The purchaser/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in foreign exchange management act, 1999 (FEMA), Reserve Bank of India Act and rules and regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the promoter/the vendor with such permission, approvals which would enable the promoter/the vendor to fulfill its obligations under this agreement. any refund, transfer of security, if provided in terms of said agreement shall be made in accordance with the provisions of foreign exchange management act, 1999 (FEMA) or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The purchaser/s understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for any action under the foreign exchange management act, 1999 (FEMA) or other laws as applicable, as amended from time to time.
- 3.2 The promoter/the vendor accept no responsibility in this regard. The purchaser/s shall keep the promoter/the vendor fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the purchaser/s subsequent to the signing of this agreement, it shall be the sole responsibility of the purchaser/s to intimate the same in writing to the promoter/the vendor immediately and comply with necessary formalities if any under the applicable laws. The promoter shall not be responsible towards any third party making payment/remittances on behalf of any purchaser/s and such third party shall not have any right in the application/allotment of the said industrial shed applied for herein in any way and the promoter/the vendor shall be issuing the payment receipts in favour of the purchaser/s only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The purchaser/s authorises the promoter/the vendor to adjust/appropriate all payments made by him/her/it/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the promoter/the vendor may in its sole discretion deem fit and the purchaser/s undertakes not to object/demand/direct the promoter/the vendor to adjust his payments in any manner.

5. TIME IS ESSENCE

1.13 Time is of essence for the promoter/the vendor as well as the purchaser/s.

The promoter/the vendor shall abide by the time schedule for completing the project and handing over said industrial shed to the purchaser/s and the common areas to the association of the purchaser/s after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the purchaser/s shall make timely payments of the installment and other dues payable by him/her/it/they and meeting the other obligations under said agreement subject to the simultaneous completion of construction by the promoter/the vendor as provided in schedule-C (“payment plan”).

6. CONSTRUCTION OF THE PROJECT/SAID INDUSTRIAL SHED

The purchaser/s has seen the specifications of said industrial shed and accepted the payment plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the promoter/the vendor. The promoter/the vendor shall develop the project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this agreement, the promoter/the vendor undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the State of Gujarat and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the promoter/ the vendor shall constitute a material breach of said agreement.

7. POSSESSION OF SAID INDUSTRIAL SHED

- 7.1 Schedule for possession of the said industrial shed:the promoter/the vendor agrees and understands that timely delivery of possession of said industrial shed is the essence of the agreement. The promoter/the vendor, based on the approved plans and specifications, assures to hand over possession of said industrial shed on 31-12-2024, unless there is delay or failure due to non or less availability of material for construction and man power/strike/order of court of competent authority/political reasons, lock out and war, flood, drought, fire, cyclone, tsunami, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("force majeure"). If, however, the completion of the project is delayed due to the force majeure conditions then the purchaser/s agrees that the party of the promoter/the vendor shall be entitled to the extension of time for delivery of possession of said industrial shed, provided that such force majeure conditions are not of a nature which make it impossible for the contract to be implemented. The purchaser/s agrees and confirms that, in the event it becomes impossible for the promoter/the vendor to implement the project due to force majeure conditions, then this allotment shall stand terminated and the promoter/the vendor shall refund to the purchaser/s the entire amount received by the promoter/the vendor from the allotment within 45 days from that date. After refund of the money paid by the purchaser/s, purchaser/s agree that he/she/they will/shall not have any rights, claims etc. against the promoter/the vendor and that the promoter/the vendor shall be released and discharged from all its obligations and liabilities under this agreement.
- 7.2 Procedure for taking possession - the promoter/the vendor, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of said industrial shed, to the purchaser/s in terms of this agreement to be taken within 3(three) months from the date of issue of such notice and the promoter/the vendor shall give possession of said industrial shed to the purchaser/s. The promoter/the vendor agrees and undertakes to indemnify the purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the promoter/the vendor. The purchaser/s agree(s) to pay the maintenance charges as determined by the promoter/the vendor/association of purchaser/s, as the case may be. The promoter/the vendor on its behalf shall offer the possession to the purchaser/s in writing within 45 days of receiving the occupancy certificate* of the project.

- 7.3 Failure of purchaser/s to take possession of said industrial shed: Upon receiving a written intimation from the promoter/the vendor as per clause 7.2, the purchaser/s shall take possession of said industrial shed from the promoter/the vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this agreement, and the promoter/the vendor shall give possession of said industrial shed to the purchaser/s. In case the purchaser/s fails to take possession within the time provided in clause 7.2, such purchaser/s shall continue to be liable to pay maintenance charges as applicable.
- 7.4 Possession by the purchaser/s—after obtaining the occupancy certificate* and handing over physical possession of said industrial shed to the purchaser/s, it shall be the responsibility of the promoter/the vendor to hand over the necessary documents and plans, including common areas, to the association of the purchaser/s or the competent authority, as the case may be, as per the local laws.
- 7.5 Cancellation by purchaser/s—shall have the right to cancel/withdraw his/her/its/their allotment in the project as provided in the Act; provided that where the purchaser/s proposes to cancel/withdraw from the project without any fault of the promoter/the vendor, the party of the promoter/the vendor herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the purchaser/s shall be returned by the promoter/the vendor to the purchaser/s within 45 days of such cancellation.
- 7.6 Compensation— the promoter/the vendor shall compensate the purchaser/s in case of any loss caused to him/her/it/them due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a force majeure event, if the promoter fails to complete or is unable to give possession of said industrial shed (i) in accordance with the terms of the agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the promoter/the vendor shall be liable, on demand to the purchaser/s, in case the purchaser/s wishes to withdraw from the project, without prejudice to any other remedy available, to return the total amount received by him in respect of said

industrial shed, with interest at the rate of SBI's MCLR + 2% prevailing at that time within 45 days including compensation in the manner as provided under the Act (RERA). provided that where if the purchaser/s does not/do not intend to withdraw from the project, the promoter/the vendor shall pay the purchaser/s interest at the rate of SBI's MCLR + 2% prevailing at that time for every month of delay, till the handing over of the possession of said industrial shed.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/
THE VENDOR

The promoter/the vendor hereby represent and warrants to the purchaser/s as follows:

- (i) The promoter/the vendor has mortgaged his said 36957 sq.mtrs land and availed loan/finance facility of Rs.25,00,00,000-00 to purchase its (said 36957 sq.mtrs. land) from Tata Capital Financial Services Ltd having its branch office at : 2nd floor, Shanti Arcade, opp. BD Patel House, Naranpura, Ahmedabad to purchase said land by a mortgaged deed, which deed is registered in the office of Sub Registrar of Ahmedabad-11(Aslali) on 20-02-2020 on Serial No.2475. Hence at present subject to said loan/finance facility, the promoter/the vendor has absolute, clear and marketable title with respect to the said land; the requisite rights to carry out development upon the said land and absolute, actual, physical and legal possession of the said land for said "*MARUTI INDUSTRIAL ESTATE-2*" project; and further the promoter/the vendor hereby declares/confirms that he will get it released from the charge of said Tata Capital Financial Services Ltd. on/or before the date of Sale Deed of said industrial shed property to be executed and in regards of the promoter/the vendor will give to the purchaser a copy of N.O.C given by said Tata Capital Financial Services Ltd.
- (ii) The promoter/the vendor has lawful rights and requisite approvals from the competent authorities to carry out development of the project;
- (iii) There are no litigations pending before any court of law with respect to the said land, project or said industrial shed;
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the project, said land and said industrial shed are valid and subsisting and have been obtained by following due process of law. Further, the promoter/the vendor has been and shall, at

all times, remain to be in compliance with all applicable laws in relation to the project, said land, said industrial shed and common areas;

- (v) The promoter/the vendor has the right to enter into the agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the purchaser/s created herein, may prejudicially be affected;
- (vi) The promoter/the vendor itself is a developer/builder of said project and 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 said land, including the project and the said industrial shed which will, in any manner, affect the rights of purchaser/s under this agreement.
- (vii) The promoter/the vendor confirms that the promoter/the vendor is not restricted in any manner whatsoever from selling the said industrial shed to the purchaser/s in the manner contemplated in this agreement;
- (viii) At the time of execution of the conveyance deed the promoter/the vendor shall handover lawful, vacant, peaceful, physical possession of said industrial shed to the purchaser/s (*that in case there are joint purchaser/s the possession shall be given to the purchaser/s whose name appears first*) and the common areas to the association of the purchaser/s; (x) the schedule property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the schedule property;
- (ix) The promoter/the vendor has duly paid and shall continue to pay and discharge all 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 by or served upon the promoter/the vendor in respect of the said land and/or the project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the force majeure clause, the promoter/the vendor shall be considered under a condition of default, in the following events:

- (i) The promoter/the vendor fails to provide ready to move in possession of said industrial shed to the purchaser/s within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that said industrial shed shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the promoter/the vendor business as a developer on account of suspension or revocation of his registration under the provisions of said act or the rules or regulations made thereunder.

9.2 In case of default by the promoter/the vendor under the conditions listed above, purchaser/s is entitled to the following:

- (i) Stop making further payments to the promoter/the vendor as demanded by the promoter/the vendor. If the purchaser/s stops making payments, the promoter/the vendor shall correct the situation by completing the construction milestones and only thereafter the purchaser/s be required to make the next payment without any penal interest; or
- (ii) The purchaser/s shall have the option of terminating this agreement for sale in which case the promoter/the vendor shall be liable to refund the entire money paid by the purchaser/s under any head whatsoever towards the purchase of said industrial shed, along with interest at the rate SBI's MCLR + 2% prevailing at that time within 45 (forty five) days of receiving the termination notice:

Provided that where an purchaser/s do not intend to withdraw from the project or terminate the agreement, he shall be paid, by the promoter/the vendor, interest at the rate SBI's MCLR + 2% prevailing at that time, for every month of delay till the handing over of the possession of said industrial shed.

9.3 The purchaser/s shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the purchaser/s fails to make payments for two consecutive demands made by the promoter/the vendor as per the payment plan annexed hereto, despite having been issued notice in that regard the purchaser/s shall be liable to pay interest to the promoter/the vendor on

the unpaid amount at the rate SBI's MCLR + 2% prevailing at that time..

- (ii) In case of default by purchaser/s under the condition listed above continues for a period beyond two consecutive months after notice from the party of the promoter/the vendor in this regard, the promoter/the vendor shall cancel the allotment of said industrial shed in favour of the purchaser/s and refund the amount money paid to him by the purchaser/s by deducting the booking amount and the interest liabilities and this agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID INDUSTRIAL SHED

The promoter/the vendor, on receipt of complete amount of the price of said industrial shed under the agreement from the purchaser/s, shall execute a conveyance deed and convey the title of said industrial shed together with proportionate indivisible share in the common areas within 3 (three) months from the issuance of the occupancy certificate*. However, in case the purchaser/s fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the purchaser/s authorizes the promoter/the vendor to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the promoter/the vendor is made by the purchaser/s.

The purchaser/s shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID INDUSTRIAL SHED/PROJECT

The promoter/the vendor shall be responsible to provide and maintain essential services in the project till the taking over of the maintenance of the project by the association of the purchaser/s. The cost of such maintenance has been included in the total price of said industrial shed.

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations

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of the promoter/the vendor as per the agreement for sale relating to such development is brought to the notice of the promoter/the vendor within a period of 5(five) years by the purchaser/s from the date of handing over possession, it shall be the duty of the promoter/ the vendor to rectify such defects without further charge, within 30(thirty) days, and in the event of the promoter's/the vendor's failure to rectify such defects within such time, the aggrieved purchaser/s shall be entitled to receive appropriate compensation in the manner as provided under said Act.

13. RIGHT OF PURCHASER/S TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The purchaser/s hereby agrees to purchase said industrial shed on the specific understanding that his/her/its'/their right to the use of common areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of purchaser/s (or the maintenance agency appointed by it) and performance by the purchaser/s of all his/her/its'/their obligations in respect of the terms and conditions specified by the maintenance agency or the association of purchaser/s from time to time.

14. RIGHT TO ENTER SAID INDUSTRIAL SHED FOR REPAIRS

The promoter/the vendor/maintenance agency/association of purchaser/s shall have rights of unrestricted access of all common areas and parking spaces for providing necessary maintenance services and the purchaser/s agrees to permit the association of purchaser/s and/or maintenance agency to enter into said industrial shed or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Whereas the promoter/the vendor got constructed/ developed/ maid/establish industrial shed the facilities like all industrial shed large parking area, water supply, dust free industrial shed, all industrial shed 5HP power supply, R.C.C. roads, street light, main entrance gate, common plots and common vehicle parking space in

said industrial estate and the purchaser/s would have permanent rights to use said amenities & facilities.

16. GENERAL COMPLIANCE WITH RESPECT TO SAID INDUSTRIAL SHED

Subject to clause 12 above, the purchaser/s shall, after taking possession, be solely responsible to maintain said industrial shed at his/her/its'/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the project, or said industrial shed, or the common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to said industrial shed and keep said industrial shed, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the project is not in any way damaged or jeopardized. The purchaser/s shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. The purchaser/s shall also not remove any wall, including the outer and loadbearing wall of said industrial shed. The Purchaser/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the promoter/the vendor and thereafter the association of purchaser/s and/or maintenance agency appointed by association of purchaser/s. The purchaser/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PURCHASER/s.

The purchaser/s is entering into this agreement for the allotment of a said industrial shed with the full knowledge of all laws, rules, regulations, notifications applicable to the project in general and this project in particular. That the purchaser/s hereby undertakes that he/she/it/they shall comply with and carry out, from time to time after he/she/they/has/ have taken over for occupation and use the said industrial shed, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of said industrial shed at his/her/its'/their own cost.

18. ADDITIONAL CONSTRUCTIONS

The promoter/the vendor undertakes that he has no right to make additions or to put up additional structure(s) anywhere in the project after the construction plan has been approved by the competent authority(ies) except for as provided in the act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the promoter/the vendor executes this agreement for sale, he shall not mortgage or create a charge on said industrial shed and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the purchaser/s who has/have taken or agreed to take such said industrial shed.

20. BINDING EFFECT

20.1 Forwarding this agreement for sale to the purchaser/s by the promoter/the vendor does not create a binding obligation on the promoter/the vendor or the purchaser/s until, firstly, the purchaser/s signs and delivers this agreement for sale with all the schedules along with the payments due as stipulated in the payment plan within 30 (thirty) days from the date of receipt by the purchaser/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the promoter/the vendor. If the purchaser/s fails to execute and deliver to the promoter/the vendor this agreement for sale within 30 (thirty) days from the date of its receipt by the purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the promoter/the vendor, then the promoter/the vendor shall serve a notice to the purchaser/s for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the purchaser/s, application of the purchaser/s shall be treated as cancelled and all sums deposited by the purchaser/s in connection therewith including the booking amount shall be returned to the purchaser/s without any interest or compensation whatsoever.

20.2 In case of late payment by the purchaser/s, the purchaser/s has/have to pay interest as per Government/RERA Rules.

21. ENTIRE AGREEMENT

This agreement for sale, alongwith its schedules, constitutes the entire agreementbetweenthe parties with respect to the subject matter hereof and supersedes any and allunderstandings, any other agreements, allotment letter, correspondences,arrangements whether written or oral, if any, between the parties in regard to the saidindustrial shed, as the case may be.

22. RIGHT TO AMEND

This agreement for sale may only be amended through written consent of the parties.

23.PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER/S-SUBSEQUENT PURCHASER/S

It is clearly understood and so agreed by and between the parties hereto that all theprovisions contained herein and the obligations arising hereunder in respect of theproject shall equally be applicable to and enforceable against any subsequentpurchaser/s of said industrial shed, in case of a transfer, as the said obligations go alongwith said industrial shed for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE

- 24.1 The promoter/the vendor may, at his sole option and discretion, without prejudice to his rights asset out in this agreement for sale,waive the breach by the purchaser/s in not making payments asper the payment plan including waiving the payment of interest for delayed payment.It is made clear and so agreed by the purchaser/s that exercise of discretion by the promoter/the vendorin the case of one purchaser/s shall not be construed to be a precedent and/orbinding on the promoter/the vendor to exercise such discretion in the case of other purchaser/s.
- 24.2 Failure on the part of the promoter/the vendor to enforce at any time or for any period of time theprovisions hereof shall not be construed to be a waiver of any provisions or of theright thereafter to enforce each and every provision.

25. SEVERABILITY

If any provision of this agreement for sale shall be determined to be void or unenforceableunder the act or the rules and regulations made there under or under other applicablelaws, such provisions of the

agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this agreement for sale 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 for sale shall remain valid and enforceable as applicable at the time of execution of this agreement for sale.

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

Wherever in this agreement it is stipulated that the purchaser/s has/have to make any payment, in common with other purchaser(s) in Project, the same shall be the proportion which the carpet area of said industrial shed bears to the total carpet area of all said industrial shed in the project.

27. FURTHER ASSURANCES

Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this agreement for sale 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.

28. PLACE OF EXECUTION

The execution of this agreement for sale shall be complete only upon its execution by the promoter/the vendor through itself or through its authorised signatory at the promoter's/the vendor's Office, or at some other place, which may be mutually agreed between the party of the promoter/the vendor and the purchaser/s. After the agreement is duly executed by the purchaser/s and the promoter/the vendor or simultaneously with the execution the said agreement shall be registered at the office of the Sub-Registrar of Ahmedabad. Hence this agreement shall be deemed to have been executed at Ahmedabad.

29. NOTICES

That all notices to be served on the purchaser/s and the promoter/the vendor as contemplated by this agreement shall be deemed to have

been duly served if sent to the purchaser/s or the promoter/the vendor by registered post at their respective addresses specified below:

Name of The Promoter/the vendor

VIHAANA DEVELOPERS LLP through its' partner and authorised signatory :Mr. HIMANSHUBHAI VINUBHAI ZALAVADIYA

Notified Email ID: vihaanadevelopers@gmail.com

Name ofThePurchaser/s

.....

Notified Email ID:

It shall be the duty of the purchaser/s and the promoter/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 promoter/the vendor or the purchaser/s, as the case may be.

30. JOINT PURCHASER/S

That in case there are joint purchaser/s all communications shall be sent by the promoter/the vendor to the purchaser/s whose name appears first and at the address given by him/her/it/them which shall for all intents and purposes be considered as properly served on all the purchaser/s.

31. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this agreement for sale shall be construed and enforced in accordance with the laws of India for the time being in force.

32. DISPUTE RESOLUTION

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

33. Declaration of availability and use of FSI (As per RARA draft Agreement of Sale and circular No.GUJRERA/Paripatra/15/2019, dtd.23-5-2019)

The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 28906 Sq.mtrs. only and Promoter has planned to utilize Floor Space Index of 18619.11 By availing of TDR of 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 10286.89 as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said industrial shed based on the proposed construction and sale of industrial shed 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.

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

“SCHEDULE –A”

SCHEDULE ABOVE REFERRED TO

ALL THAT PIECE OR PARCEL of the Property of industrial shed No.....admeasuringsq.mtr. (Net Plot Area) and construction of industrial shedadmeasuringsq.mtrs (carpet area) (Ground floor + Mezzanine floor) in Block No.in/of “*MARUTI INDUSTRIAL ESTATE-2*”-a project consisting of industrial sheds constructed/floated on 28906N.A. land for the industrial purpose bearing Sub Plot No.24/1/A/1 of Final Plot No.24/1 of Draft Town Planning Scheme No.87 (Vatva-

Vinzol)(given in lieu of amalgamated Revenue Survey No.324/1) situate, lying and being at : Nr. Vatva Railway StationMojeVillage : Vinzol, Taluka : Vatva, District : Ahmedabad in the Registration District of Ahmedabad & Sub-District : Ahmedabad-11(Aslali)alongwith proportionate undivided share of sq.mtrs land in the lands provided for internal roads, common plots, parking etc. in said project in all sq.mtrs. (net plot area + share in land of internal roads, common plots, parkings area)in said “MARUTI INDUSTRIAL ESTATE-2” Project.

Said Industrial Shed No.....in Block No.is bounded as under

Towards the East :-

Towards the West :-

Towards the North :-

Towards the South :-

“SCHEDULE –B”

(Specification and amenities for said Industrial Shed)

all said industrial shed large parking area, water supply, dust free industrial said industrial shed, all said industrial shed 5HP power supply, R.C.C. roads, Street light, main entrance gate, common plots and vehicle parking space

“SCHEDULE-C”

(payment plan by the purchaser/s of balance amount of sale consideration)

Duration of this Agreement for sale will be (... Month) days from the date of execution of this Agreement and the purchaser/s is/are bound to make payment of the balance/outstanding amount during said duration.

1. The purchaser has paid on or before execution of this agreement a sum

Rs.....-00 (not exceeding 10 % of the total consideration) as advance payment of application/booking fee and hereby agrees to pay to the

vendor the balance amount of Rs.-00 in the following manger :

(i) Amount of Rs.....-00 (Rupees Only) (not exceeding

30 % of the total Consideration) to be paid to the vendor after the execution of Agreement.

(ii) Amount of Rs.....-00 (Rupees Only) (not exceeding 45

% of the total Consideration) to be paid to the vendor on completion of the

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Plinth of the project in which the said Industrial Shed is located.

(iii) Amount of Rs.....-00 (Rupees Only) (not exceeding 70

% of the total Consideration) to be paid to the vendor on completion of the

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slabs including podiums and stilts of the project in which the said Industrial

Shed is located.

(iv) Amount of Rs.....-00 (Rupees Only) (not exceeding 75

% of the total Consideration) to be paid to the vendor on completion of the

walls, internal plaster, flooring doors and windows of the Industrial Shed.

(v) Amount of Rs.....-00 (Rupees Only) (not exceeding 80

% of the total Consideration) to be paid to the vendor on completion of

sanitary fittings, staircase, flooring of the Industrial Shed.

(vi) Amount of Rs.....-00 (Rupees Only) (not exceeding 85

% of the total Consideration) to be paid to the vendor on completion of the

external plumbing and external plaster, elevation, terrace with waterproofing of the project in which the said Industrial Shed is located.

(viii) Amount of Rs.....-00 (Rupees Only) (not exceeding 95

% of the total Consideration) to be paid to the vendor on completion of the

water pump, electric fitting, electro, mechanical and environment requirements, entrance, plinth protection, paving of area appertain and all

other requirements as may be prescribed in the Agreement for sale of the

project in which the said Industrial Shed is located.

(viii) Balance Amount of Rs.....-00 (Rupees Only) against and at the

time of handing over of the possession of the Industrial Shed to the purchaser on or after receipt of occupancy certificate or completion certification.

IN WITNESS WHEREOF parties hereinabove named have set their

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respective hands and signed this Agreement for sale at AHMEDABAD in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

The Promoter:

The vendor

VIHAANA DEVELOPERS LLP

through its' partner and authorised signatory :

Mr. HIMANSHUBHAI VINUBHAI ZALAVADIYA

(Signature)

(Witness No.1)

(Witness No.2)

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<u>Schedule as per Sec.32-A of The Registration Act, 1908</u>

The Promoter:

The vendor

VIHAANA DEVELOPERS LLP

through its’ partner and authorised signatory :

Mr. HIMANSHUBHAI VINUBHAI ZALAVADIYA

_____	(Photo)	_____
(Signature)		(Thumb Impression)

The Purchaser/s:

1.....

_____	(Photo)	_____
(Signature)		(Thumb Impression)

2.....

_____	(Photo)	_____
(Signature)		(Thumb Impression)