

AGREEMENT TO SELL
(WITHOUT POSSESSION)

THIS AGREEMENT made at Ahmedabad this _____ day of _____, 2019 BETWEEN

PAN ENTERPRISE (P.A.No. AARFP3498C) a Partnership Firm registered under the Indian Partnership Act, 1932 having its principal place of business at Hotel Moti Mahal Station Road, Kapasia Bazar, Kalupur, Ahmedabad-380 002 hereinafter referred to as "THE VENDOR " (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the Partners of the said firm at present and from time to time and their respective heirs, executors, successors and administrators) of the ONE PART.

AND

SHRI/SMT _____ Adult, Occupation Business, having his/her residential address at _____, Ahmedabad,

_____, a Partnership Firm registered under the provisions of the Indian Partnership Act, 1932, having its principal place of business at _____,

_____ Private Limited, a Private Limited Company registered under the provisions of the Companies Act, 1956, having its registered office at _____, Ahmedabad

Hereinafter referred to as "THE PURCHASER" (which expression shall wherever the context so permits be deemed to mean and include and shall always be deemed to mean and include in case of individual/s his/her/their heir/s , executor/s, administrator/s, in case of HUF, coparcener/s

member/s for the time being and from time to time of the said HUF and their respective heirs, executors, administrators, in case of Proprietary Firm, its Sole Proprietor, his/ her heirs, executors, administrators, successors, in case of Partnership firm, Partner/Partners for the time being and from time to time of the said firm and their respective heirs, executors, administrators and in case of Company its Successors and assigns) of the OTHER PART.

WHEREAS (1) Under and by virtue of a Sale Deed executed by Saiyad Noushadali Liyakathussain in favour of the Vendor herein on 11-08-2015 and registered with the office of the Sub-Registrar Ahmedabad-4 (Paldi) on the same day under Serial No. 6280, and (2) Under and by virtue of a Sale Deed executed by Shamimbanu widow of Munnakhan and 6 (six) other previous Owners in favour of the Vendor herein on 03-02-2017 and registered with the office of the Sub-Registrar Ahmedabad-4 (Paldi) on the same day under Serial No. 815, the Vendor is absolutely seized and possessed of otherwise well and sufficiently entitled to respectively (1) All that piece or parcel of freehold non-agricultural use land bearing Final Plot No.71/3 admeasuring 563 Sq. Mtrs. of Draft T.P. Scheme No.85 (Sarkhej-Makarba-Okaf) (allotted in lieu of Revenue Survey No. 90/3 admeasuring 938 Sq. Mtrs.) and (2) All that piece or parcel of freehold non-agricultural use land bearing Final Plot No.70/1 admeasuring 167 Sq. Mtrs. of Draft T.P. Scheme No.85 (Sarkhej-Makarba-Okaf) (allotted in lieu of Revenue Survey Nos. 88/2 admeasuring 67 Sq. Mtrs. and 89 admeasuring 102 sq. mtrs) of Mouje Makarba, Taluka Vejalpur in the Registration District Ahmedabad and Sub District of Ahmedabad-4 (Paldi) hereinafter for the sake of brevity called as "The said project Land" more particularly described in the FIRST SCHEDULE hereunder written.

And WHEREAS the necessary revised permission for using the said Project Land for Non Agricultural Commercial Use purpose has been granted by the Collector, Ahmedabad by its (1) Order No. CB/Land-1/NA/SR-473/2018/FMPS No.306471 dated 23/08/2018 and (2) No. _____ dated _____.

AND WHEREAS in accordance with the permission and plans duly granted/approved by the Ahmedabad Municipal Corporation bearing Case No. BLNTI/SWZ/010317/GDR/A8131/R0/M1 (Rajachitthi No. 10810/010317/A8131/R0/M1) dated 02/05/2019, the Vendor is in process of

developing the said Project Land pursuant to the approved plans by constructing a commercial Building/Scheme thereon to be known as "MEDIPLUS" consisting of First Cellar, Ground Floor, First Floor, Second Floor, Third Floor, Fourth Floor, Fifth Floor, Sixth Floor, Stair Cabin, Lift Room and OHWT together with all Common amenities and facilities provided therein for the beneficial enjoyment of the Commercial Shop/Units in the said Building/Scheme (hereinafter referred to as "the said Building/Scheme).

AND WHEREAS the Vendor has agreed to sell proportionate undivided share to the extent of _____ sq. mtrs. in the said project Land together with constructed property being Shop/Unit No. _____ admeasuring _____ sq. fts. i.e _____ sq. mts. (Carpet area) situated on _____ Floor of the said Building known as "MEDIPLUS" (the said constructed property is hereinafter referred to as "the said Shop/Unit") more particularly described in the SECOND SCHEDULE hereunder written (the said undivided share in the said land and the said Shop/Unit shall hereinafter collectively be referred to "the said property") to the PURCHASER and the PURCHASER has agreed to purchase the said Property at or for the total price/consideration and on the terms and conditions mutually agreed by and between them and mentioned hereunder. The Purchaser shall be entitled to proportionate undivided share in the Common Assets with right to use all the Common Amenities and facilities provided in the said Building/Scheme to be used in common with other Purchasers of the commercial units therein. The common amenities and facilities to be provided in the said project/scheme are more particularly described in the THIRD SCHEDULE hereunder written.

AND WHEREAS the certified true copies of the Plans as sanctioned and approved by the AMC, have been attached hereto and marked as Annexure 'A' respectively.

AND WHEREAS the Vendor has registered the said project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") with the Real Estate Regulatory Authority at _____ under no. _____; a certified true copy of the said registration is attached as Annexure 'B' hereto.

AND WHEREAS the carpet area of the said Shop/Unit shall mean the net usable area excluding the area covered by external walls, area under service shafts, exclusive of balcony or verandah area and exclusive open terrace area but includes the area covered by internal partition walls of the said Shop/Unit as defined in Section 2 (k) of the said Act.

AND WHEREAS, on demand from the Purchaser, the Vendor has given inspection to the Purchaser of all the documents of title relating to the said Project Land and the Plans, designs and specifications prepared by the Vendor's Architects _____ and of such other documents as are specified under the said Act and the Rules and Regulations made there under and the Purchaser is satisfied with the same in all respects.

AND WHEREAS, the certified copy of Certificate of Title issued by the Advocate of the Vendor, certified copies of extract of Village Forms No. VI, VII and XII and all other relevant revenue record showing the nature of the title of the Vendor to the said Project Land on which the said Shop/Unit is to be constructed have also been inspected by the Purchaser and accordingly the Purchaser is satisfied with the same in all respects.

AND WHEREAS, the Vendor has obtained the approvals from the concerned local authority(s) to the plans, the specifications, elevation, of the said building/s and shall obtain the balance approvals (if any further required) from the concerned authorities from time to time, so as to obtain Building Completion Certificate/Occupancy Certificate for the said Building/s.

AND WHEREAS, while sanctioning the said plans, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which shall be observed and performed by the Vendor while developing the said Project Land and the said Scheme/Building so as to obtain the necessary Building Completion Certificate/Occupancy Certificate for the said Building/s from the concerned local authority.

AND WHEREAS the Vendor shall be entitled to sell the remaining Shop/Units in the said Building with right to use all the common amenities and facilities provided therein and to be used in common with other Purchaser/s by Agreement to Sell also similar to these presents and on such price and terms and conditions as may be agreed upon by the Parties therein.

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

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 hereafter;

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

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

1. The Vendor shall construct a commercial Building/Scheme to be known as "MEDIPLUS" consisting of First Cellar, Ground Floor, First Floor, Second Floor, Third Floor, Fourth Floor, Fifth Floor, Sixth Floor, Stair Cabin, Lift Room and OHWT together with all Common amenities and facilities provided therein for the beneficial enjoyment of the Commercial Shop/Units in the said Building/Scheme as per plans,

designs and specifications duly approved by Ahmedabad Municipal Corporation at present or amended (if required) from time to time.

Provided that, the Vendor shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the said Shop/Unit agreed to be sold to the Purchaser except any alteration or addition required by any Government authorities or due to change in any law/s.

1.a (i) The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser the said Shop/Unit No. _____ admeasuring _____ sq. fts. i.e. _____ sq. mts. (Carpet area) on _____ Floor of the said Building known as "MEDIPLUS" more particularly described in the Second Schedule hereunder written at or for the aggregate price/consideration of Rs. _____/- (Rupees _____ only) including the proportionate price of undivided share in the project land and undivided share in the common areas and facilities appurtenant to the said Shop/Unit, the nature, extent and description of the common areas and facilities, which are more particularly described in the THIRD hereunder written.

(ii) The Vendor shall provide common parking space to the Purchaser in the said Scheme without any costs as per the approved plan by the Vendor in its sole discretion at the time to execution of the Conveyance/Sale Deed,

1(b) The total aggregate consideration amount for the Shop/Unit, proportionate price of undivided share in the project land and undivided share in the common areas and facilities appurtenant to the said Shop/Unit agreed to be sold hereunder shall be as mentioned herein above i.e. Rs. _____/- (Rupees _____), which the Purchaser hereby agrees.

1(c) The Purchaser has paid on or before execution of this agreement a sum of Rs. _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as part consideration amount and hereby agrees to pay to that Vendor the balance amount of Rs

_____ (Rupees _____) in the manner as mentioned in Annexure D hereto,
or as may be mutually agreed by and between the Vendor and Purchaser.

1(d) The total price as stated above excludes:

- (i) Taxes (consisting of tax paid or payable by the Vendor by way of GST, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Vendor) up to the date of handing over the possession of the [Shop/Unit], which shall be separately payable by the Purchaser in the manner as may be decided by the Vendor.
- (ii) Preferential Location Charge (if any), Floor Rise Charges and Payment of expenses for any extra work/Alteration/Addition to the constructed Unit as decided at the time of booking of the Unit.
- (iii) The transaction covered by this agreement at present is not understood to be eligible to tax under some other direct or indirect tax laws or similar other laws. If however, by reason of any amendment to the constitution or enactment or amendment of any other law, Central or State, this transaction is held to be liable to tax, either as a whole or in part or any inputs of materials or equipments used or supplied in execution of or in connection with this transaction are eligible to tax, the same shall be borne and payable by the Purchaser on demand at any time.
- (iv) Torrent Power Company charges relating to electricity connection - electrical power, laying of cable charges, installation of transformer or sub-station or other equipments and instruments; payment of security and other deposits; and all and every other costs, charges and expenses relating to the same or the matters incidental or ancillary to the aforesaid.
- (v) All and every cost, charges and expenses and deposits to be paid for obtaining water and drainage connection from Ahmedabad Municipal Corporation

- (vi) All and every costs, charges and expenses for sanction of development and construction plans and specifications, etc. from Ahmedabad Municipal Corporation and all other concerned authorities; security deposits, scrutiny fees, FSI costs and all and every other costs, charges and expenses relating to the same or the matters incidental or ancillary to the aforesaid.

All and every cost, charges and expenses referred to in clauses 1(d) (i) to (vi) shall be borne and paid by the Purchaser to the Vendor additionally i.e over and above the amount mentioned in clauses 1 (a) and (b) hereinabove. Such payment shall be made by the Purchaser to the Vendor as and when demanded by the Vendor failing which, the Purchaser shall be liable to pay interest at the rate agreed hereunder for the delayed period on the outstanding amount till payment is made to the Vendor. Further, in any event, such outstanding amounts with interest thereon shall be paid by the Purchaser to the Vendor before the execution and registration of the Deed of Conveyance by the Vendor in favour of the Purchaser.

- 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 Vendor undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Vendor shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.
- 1(f) The Vendor may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser by discounting such early payments @ 9 % 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 the Purchaser by the Vendor.

1(g) The Vendor shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Vendor. If there is any reduction in the carpet area within the defined limit then Vendor shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate of 9 %, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Vendor shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause I (a) of this Agreement.

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

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

2.2 Time is essence for the Vendor as well as the Purchaser. The Vendor shall abide by the time schedule for completing the project and handing over the Shop/Unit to the Purchaser and the undivided share in the project land and common areas to the Purchaser or Service Society/Association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Vendor as provided in clause I (c) herein above. ("Payment Plan").

3. The Vendor hereby declares that the Floor Space Index available as on date in respect of the project land is 730 square meters only and Vendor has planned to utilize Floor Space Index of 1478.52 by availing FSI available on payment of premiums as mentioned in the Development Control Regulation which are applicable to the said Project. The Vendor has disclosed the Floor Space Index of 1478.52 as proposed to be utilized by him on the project land in the said Project and Purchaser has agreed to purchase the said Shop/Unit based on the proposed construction and sale of Shop/Units to be carried out by the Vendor by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendor only.

- 4.1 If the Vendor fails to abide by the time schedule for completing the project and handing over the Shop/Unit to the Purchaser, the Vendor agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest at the rate of 9 % 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 Vendor, interest at the rate of 9 % per annum, on all the delayed payment which become due and payable by the Purchaser to the Vendor under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Vendor.

- 4.2 Without prejudice to the right of Vendor to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Vendor under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and

on the Purchaser committing three defaults of payment of installments, the Vendor shall at his own option, may terminate this Agreement:

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

Provided further that upon termination of this Agreement as aforesaid, the Vendor shall refund to the Purchaser (subject to adjustment and deduction of agreed liquidated damages in the amount of Rs. _____ [Rupees _____] and any other amount which may be payable to Vendor) within a period of thirty days of the termination, the installments of sale consideration of the Shop/Unit which may till then have been paid by the Purchaser to the Vendor. The Purchaser hereby irrevocably agrees that the Vendor shall be entitled to deduct the agreed liquidated damages in the amount of Rs. _____ (Rupees _____) in the circumstances as stated above and the Purchaser shall not in any event or manner challenge or object to the same.

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 Vendor at its option in the said building and the Shop/Unit as are set out in Annexure 'C', annexed hereto. In the event, the Purchaser requests the Vendor to make any addition or alteration in the Shop/Unit as permissible under relevant law/s or change/upgrade in any internal fittings/materials, the Purchaser shall be liable to pay such amount/s as may be agreed upon by and between the Vendor and Purchaser in addition to the amounts payable under this Agreement.

6. The Vendor shall give possession of the Shop/Unit to the Purchaser on or before 31st day of ~~March~~ 2024. If the Vendor fails or neglects to give possession of the Shop/Unit to the Purchaser on account of reasons beyond its control and of its agents by the aforesaid date then the Vendor shall be liable on demand to refund to the Purchaser the amounts already received by it in respect of the Shop/Unit with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Vendor received the sum till the date the amounts and interest thereon is repaid.

Provided that the Vendor shall be entitled to reasonable extension of time for giving delivery/possession of Shop/Unit on the aforesaid date, if the completion of building in which the Shop/Unit 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 Vendor, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Shop/Unit, to the Purchaser in terms of this Agreement to be taken within 15 (Fifteen) from the date of issue of such notice and the Vendor shall give possession of the Shop/Unit to the Purchaser. The Vendor agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor. The Purchaser agree(s) to pay the maintenance charges as determined by the Vendor or Service Society/association of Purchasers, as the case may be. The Vendor on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

7.2. The Purchaser shall take possession of the Shop/Unit within 15 days of the written notice from the Vendor to the Purchaser intimating that the said Shop/Units are ready for use and occupancy.

- 7.3. Failure of Purchaser to take Possession of Shop/Unit: Upon receiving a written intimation from the Vendor as per clause 7.1, the Purchaser shall take possession of the Shop/Unit from the Vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor shall give possession of the Shop/Unit to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.1 such Purchaser 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/Unit to the Purchaser, the Purchaser brings to the notice of the Vendor any structural defect in the Shop/Unit or the building in which the Shop/Unit are situated or any defects directly attributable to the Vendor on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Vendor at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Vendor, compensation for such defect in the manner as provided under the Act. Provided that the Vendor shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Vendor or beyond the control of the Vendor or which occur due to normal wear and tear or by reason attributable to the Purchaser subject to No changes made in the Units.
8. The Purchaser shall use the Shop/Unit or any part thereof or permit the same to be used only for purpose of commercial use and not for any other purpose and particularly not for (1) Pan Parlour (2) Preparation of eatable items but can sell only Read to Eat form (3) No Use where there is Nuisance of Smoke Exhausts. The Purchaser shall use the parking space only for purpose of keeping or parking vehicle and shall not store any other items in the said space. Further, the Purchaser shall not be entitled to use the said Shop/Unit or permit the same to be used in a manner which may or is likely to cause nuisance or annoyance to occupiers of the other Shop/Units nor for any illegal or immoral purposes or for the purposes prohibited by law.

9. The Purchaser along with other Purchaser(s) of Shop/Units in the building/Project/Scheme shall join in forming and registering the Service Society or Association or a Limited Company to be known by such name as the Vendor 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 Vendor within seven days of the same being forwarded by the Vendor to the Purchaser, so as to enable the Vendor to register the common organization of Purchaser. No objection shall be taken by the Purchaser 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.

9.1 Within 15 days after notice in writing is given by the Vendor to the Purchaser that the Shop/Unit is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Shop/Unit) 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, electricity expenses for common areas, facilities, lights and elevator services, repairs and salaries of clerks, bill collectors, Security, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. The Parties hereto agree that the Vendor shall be entitled in its sole discretion to maintain the project land and building/s/scheme for the initial period till completion thereof. The Purchaser further agrees that the Purchaser shall pay to the Vendor in advance provisional contribution of Rs. _____ towards his/her share of the outgoings/maintenance expenses the details of which are as stated in ANNEXURE E of this Agreement for the said period i.e an aggregate amount of Rs. _____ at the time of execution of the Sale/Conveyance Deed. The amounts so paid by the Purchaser to the Vendor shall be utilized towards such expenses, however the Purchaser shall not be

entitled to demand any accounts in respect of the same for the said entire period. The Purchaser hereby agrees and confirms that after the initial period, the project land and building/s/scheme shall be managed and maintained by the Service Society or Limited Company which is formed, and the Purchaser shall pay to the said Service Society or Limited Company his/her proportionate share of outgoings as may be determined by the managing committee thereof from time to time.

10. Over and above the amounts mentioned in the agreement to be paid by the Purchaser, the Purchaser shall on or before delivery of possession of the said Shop/Unit shall pay to the Vendor such proportionate share of the outgoings as may be determined by the Vendor and which are not covered in any other provisions of this agreement.
11. The Purchaser shall pay to the Vendor a sum of Rs. _____ for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Vendor 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. In the event a separate conveyance of the project Land/common areas/assets, building/structure is required to be executed and registered, even though the Vendor has agreed to convey the undivided share in the project Land/common areas/assets, building/structure to the Purchaser directly, the Purchaser shall pay to the Vendor, the Purchasers' share of stamp duty and registration charges payable, by the said Society or Association of Purchasers' on such conveyance or any document or instrument of transfer in respect of the project Land/common areas/assets, building/structure.
13. **REPRESENTATIONS AND WARRANTIES OF THE VENDOR**

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

- i. The Vendor has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights

to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

- ii. The Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land.
- iv. There are no litigations pending before any Court of law with respect to the project land or Project;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building 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 shall be obtained by following due process of law and the Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building and common areas;
- vi. The Vendor has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- vii. The Vendor has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Shop/Unit which will, in any manner, affect the rights of Purchaser under this Agreement;
- viii. The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said Shop/Unit to the Purchaser in the manner contemplated in this Agreement;

- ix. At the time of execution of the conveyance deed of the project Land/common areas/assets, building/structure to the Purchaser or Service Society/association of Purchasers the Vendor shall handover lawful, vacant, peaceful, physical possession of the project Land/common areas/assets, building/structure to the Purchaser or the Service Society/Association of the Purchasers;
 - x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Vendor in respect of the project land and/or the Project except those disclosed in the title report.
14. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Shop/Unit may come, hereby covenants with the Vendor as follows :-
- i. To maintain the Shop/Unit at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Shop/Unit is taken and shall not do or suffer to be done anything in or to the building in which the Shop/Unit 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/Unit is situated and the Shop/Unit itself or any part thereof without the consent of the local authorities, if required. The Purchaser specifically agrees not to change or add any plumbing lines/water lines in the Shop/Unit in any manner of whatsoever nature and in the event the Purchaser doing so, the Purchaser shall be liable to bear all costs and expenses that may be incurred to rectify damages to any other Shop/Unit in the building or common areas due to such act of the Purchaser.
 - ii. Not to store in the Shop/Unit 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/Unit 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/Unit is situated, including entrances of the building in which the Shop/Unit is situated and in case any damage is caused to the building in which the Shop/Unit is situated or the Shop/Unit on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

- iii. To carry out at his own cost all internal repairs to the said Shop/Unit and maintain the Shop/Unit in the same condition, state and order in which it was delivered by the Vendor to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Shop/Unit is situated or the Shop/Unit 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 Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Shop/Unit 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/Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Shop/Unit is situated and shall keep the portion, sewers, drains and pipes in the Shop/Unit 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/Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Shop/Unit without the prior written permission of the Vendor and/or the Service Society.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Shop/Unit 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/Unit in the compound or any portion of the project land and the building in which the Shop/Unit is situated.
- vii. Pay to the Vendor within fifteen days of demand by the Vendor, his/her 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/Unit 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/Unit by the Purchaser for any purposes other than for purpose for which it is sold.
- ix. The Purchaser shall not transfer, assign or part with interest or benefit factor of this Agreement until all the dues payable by the Purchaser to the Vendor under this Agreement are fully paid up and prior written consent is obtained from the Vendor in that regard.
- x. The Purchaser shall observe and perform all the rules and regulations which the Service Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof and all resolutions that may be made from time to time for protection and maintenance of the said building and the Shop/Units 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 Purchaser shall also observe and perform all the stipulations and conditions laid down by the Service Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Shop/Unit 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 Purchaser shall permit the Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xii. The Purchaser shall permit the Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- xiii. The Purchaser hereby agrees that Air Conditioners shall be allowed to be placed only at the planned and specific spaces provided by the Vendor and at no other place outside the Shop/Unit.
- xiv. The Vendors shall decide the place, color and size of the name plate/Board which will be put in entrance of said building for indicating the name of the Shop/Unit of Purchasers therein. It is hereby agreed that the Purchaser shall not put any other name plate or Board on any part of the building except on the door of the said Shop/Unit.
- xv. The Purchaser hereby agrees with the Vendor and undertakes to pay amounts liable to be paid by the Purchaser under this Agreement and to observe and perform the covenants and conditions contained in this Agreement and to keep the Vendor indemnified against the said payments and observance and performance of the covenants and conditions contained herein.
- xvi. The Purchaser hereby agrees that the said Commercial Building/scheme shall always be known, as "MEDIPLUS" and the name shall not be changed in any circumstances whatsoever.
- xvii. The Purchaser hereby agrees that the said Shop/Unit shall be used, occupied and enjoyed by the Purchaser as one Shop/Unit and the Purchaser shall not divide or sub-divide the same for use as more than one Shop/Unit. It has been specifically agreed that the main door of the said Unit shall not be changed, altered in size or location. No other door,

window or opening shall be made in the said Shop/Unit other than as made by the Vendor on completion of the construction of the same.

- xviii. The Purchaser hereby agrees that the Vendor may if it deems fit/viable in its sole discretion provide security, telephone cable, multipurpose cable, TV channels, piped gas line, intercom facility, Internet and other communication facilities and other facilities of common use and purpose in the scheme. These facilities may be provided through any outside agency under contract with him/it on such terms and conditions as may be finalized by the Vendor. Any agreement - arrangement that may be worked out for the same and the terms and conditions thereof will also be binding upon the Purchaser and other members in the scheme. The Purchaser may use such facilities as per rates - price - consideration and terms and conditions as may be fixed by the Vendor in that regard.
15. The Vendor shall maintain a separate account in respect of sums received by the Vendor from the Purchaser as advance, sums received on account of the share capital for the promotion of the Co-operative Service 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/Units or of the said Plot and Building, or any part thereof. The Purchaser shall have no claim save and except in respect of the Shop/Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Vendor until the same is transferred as hereinbefore mentioned.
17. **VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Vendor executes this Agreement it shall not further mortgage or create a charge on the Shop/Unit 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 who has taken or agreed to take such Shop/Unit.

18. BINDING EFFECT

Forwarding this Agreement to the Purchaser by the Vendor does not create a binding obligation on the part of the Vendor or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Vendor. If the Purchaser(s) fails to execute and deliver to the Vendor this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendor, then the Vendor shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser 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/Unit/plot/building, as the case may be.

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/SUBSEQUENT PURCHASERS

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 Purchasers of the Shop/Unit, in case of a transfer, as the said obligations go along with the Shop/Unit 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 Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the Shop/Unit to the total carpet area of all the Shop/Units 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 Vendor through its authorized signatory at the Vendor's Office, or at some other place, which may be mutually agreed between the Vendor and the Purchaser at Ahmedabad, and shall be registered at the office of the Sub-Registrar concerned. Hence this Agreement shall be deemed to have been executed at Ahmedabad.

26. The Purchaser and/or Vendor shall present this Agreement as well as the conveyance at the proper registration office of the Sub-Registrar concerned within the time limit prescribed by the Registration Act and the Vendor will attend such office and admit execution thereof.
27. That all notices to be served on the Purchaser and the Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Vendor by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

_____ Name of Purchaser

_____ (Purchaser's Address) Notified Email ID:

M/s. _____ Vendor name

_____ (Vendor Address) Notified Email ID:

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

28. JOINT PURCHASERS

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

29. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement and the conveyance of the Shop/Unit/undivided proportionate share of land as well as all other documents to be executed by the Vendor in favour of the Purchaser shall be borne by the Purchaser.

30. 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, 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 at Ahmedabad 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 Ahmedabad in the presence of attesting witness, signing as such on the day first above written.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece or parcel of freehold non-agricultural land bearing (1) Final Plot No.71/3 admeasuring 563 Sq. Mtrs. of Draft T.P. Scheme No.85 (Sarkhej-Makarba-Okaf) (allotted in lieu of Revenue Survey No. 90/3 admeasuring 938 Sq. Mtrs.) and (2) Final Plot No.70/1 admeasuring 167 Sq. Mtrs. of Draft T.P. Scheme No.85 (Sarkhej-Makarba-Okaf) (allotted in lieu of Revenue

Survey No. 88/2 admeasuring 67 Sq. Mtrs. and Revenue Survey No. 89 admeasuring 102 sq. mtrs) both admeasuring in aggregate 730 sq. mts. of Mouje Makarba, Taluka Vejalpur in the Registration District Ahmedabad and Sub District of Ahmedabad-4 (Paldi) and bounded as follows:

On East :-

On West :-

On North :-

On South :-

THE SECOND SCHEDULE ABOVE REFERRED TO

All that proportionate undivided share to the extent of _____ sq. mtrs. in the project land along with constructed property being Shop/Unit No. _____ admeasuring _____ sq. fts. i.e _____ sq. mts. (Carpet) situated on _____ Floor in the said building known as " _____ " constructed on the said project Land together with undivided share in the Common Assets and right to use all the Common Amenities and facilities provided in the said Building/Scheme to be used in common with other Shop/Unit Purchasers therein and the said Unit is bounded as follows:

On or towards the North :

On or towards the South :

On or towards the East :

On or towards the West :

THE THIRD SCHEDULE ABOVE REFERRED TO

Description of Common Amenities and Facilities to be used by the Commercial Unit Holders

(NOTE: CHECK AND DISCUSS)

- * Lifts
- * Passage with lights leading from Ground to Seventh Floor
- * Separate Underground Water Tank
- * Pump with Motor/ Bore Well
- * Electric Meter
- * Security Cabin; Entrance and Exit Gates
- * Common Parking on the Ground Floor.

SIGNED AND DELIVERED BY THE
WITHIN NAMED VENDOR

through the hands of its Authorized

Signatory

(Mr. _____)

SIGNED AND DELIVERED BY THE
WITHIN NAMED PURCHASER

In the presence of

1.

2.

SCHEDULE UNDER THE REGISTRATION ACT (32-A)

The Vendor

through the hands of its Authorized
Signatory

PURCHASER

In the presence of

1.

2.

ANNEXURE TO BE ATTACHED

A (PLANS), B (RERA REG. CERTIFICATE), C (SPECIFICATIONS), D (PAYMENT PLAN)

Annexure E: Details of common expenses to be incurred by the Vendor for the initial period
monthly maintenance amount received from the Purchaser

- Common Area Electricity Bills
- Common Area Property Taxes
- Security Expenses
- Housekeeping Expenses for common areas and facilities
- Normal day to day expenses for maintaining and up-keeping of the common areas
and facilities
- Wear and Tear
- Lift Maintenance

Annexure – D : Payment Plan

The 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) in the following manner :-

- i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
- ii. Amount of Rs...../-(.....) (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 Apartment is located.
- iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
- vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.