AGREEMENT FOR SALE
(Without Possession)

This Agreement for Sale ("Agreement") executed on this _____ day of___________________, 2019 at Nadiad;

BY AND BETWEEN

M/s. Sunshine Developers (PAN No.: ADKFS8969D), a Partnership firm having its principal place of Business at 403-A, Shivalik Corporate Park, Behind D-Mart, Shyamal Corss Roads, Ahmedabad 380 015, Guajrat through its partner Mr. Manishkumar Chandubhai Patel, residing at Vrajvas Society, College Road, Nadiad, Dist. Kheda, Gujarat (PAN no.: AIPPP6026L, Aadhar no. : 2847 8404 3613, Mob No.: 98255 11001) hereinafter referred to as "VENDOR" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the person above and named and its partners and their heirs, executors, administrators and assignee) of the ONE PART

AND

(1) ________________(PAN NO :.______________) and (2)________(PAN NO. :.______________________________), both adults, Occupation Business, Indian National and residing at :__________________ hereinafter referred to as "THE PURCHASER/S" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his/her/their/its heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as if the Purchaser purchased in HUF capacity the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the OTHER PART.

WHEREAS the Vendor is the absolute and lawful owner of Freehold Non-Agricultural Land bearing Revenue Survey no. 580 paiki, admeasuring 1065.00 sq.mts. forming part of Final plot No. 96 of Town Planning Scheme No. 5 of Mouje Ratanji Parti of Nadiad Taluka in the Registration District and Sub-District of Nadiad (hereinafter called the "Said Project Land").

AND WHEREAS on June 6, 1986, the said Project Land was sold to one Vilaskumar Kantilal Patel by one Ravjibhai Vaghjibhai Patel vide a registered sale deed and a revenue entry bearing no. 1265 to extent of the same was made in revenue records on June 24, 1986, which was later on approved and confirmed by respective revenue officer and Vilaskumar Kantilal Patel came into possession of the said Project Land. Further, the use of said Project Land was converted Non-agricultural (NA) in order to use the said Project Land for residential purposes. The said NA permission was granted by the appropriate Collector office on June 26, 1987, vide order bearing no. L.N.D./S.R./35/86-87 and revenue entry bearing no. 1328 to extent of the same was made in revenue records on October 1, 1987, which was later on approved and confirmed by respective revenue officer.

AND WHEREAS on September 23, 1987, the said Project Land was sold to one Ghanshyambhai Nathabhai Patel and Hasmita Ghanshyambhai Patel by Vilaskumar Kantilal Patel vide a registered sale deed and a revenue entry bearing no. 1329 to the extent of the same was made in revenue records on October 1, 1987, which was later on approved and confirmed by respective revenue officer and Ghanshyambhai Nathabhai Patel and Hasmita Ghanshyambhai Patel came into possession of the said Project Land. Subsequently in 2006, the said Project Land was sold and conveyed by Ghanshyambhai Nathabhai Patel and Hasmita Ghanshyambhai Patel to Arvindbhai *alias* Ambalal Hathibhai Patel and Jayaben Arvindbhai *alias* Ambalal Patel by executing a registered sale deed bearing no. 2898 on August 17, 2006. Also a revenue entry bearing no. 2430 to the extent of the same was made in revenue records on August 23, 2008, which was later on approved and confirmed by respective revenue officer and Arvindbhai *alias* Ambalal Hathibhai Patel and Jayaben Arvindbhai *alias* Ambalal Patel came into possession of the said Project Land.

AND WHEREAS Arvindbhai *alias* Ambalal Hathibhai Patel died on May 18, 2009 and the name of his legal heirs, (1) Jayaben Arvindbhai *alias* Ambalal Patel, (2) Mukeshbhai Arvindbhai *alias* Ambalal Patel, (3) Chandravadan Arvindbhai *alias* Ambalal Patel were inserted in the revenue records vide revenue entry no 2998 on October 4, 2009. Thereafter, the name of Jayaben Arvindbhai *alias* Ambalal Patel was removed from the revenue records vide revenue entry no. 2790 dated December 14, 2009 and Mukeshbhai Arvindbhai *alias* Ambalal Patel and Chandravadan Arvindbhai *alias* Ambalal Patel became absolute owner and possessor of the said Project Land.

AND WHEREAS the VENDOR herein purchased the said Project Land from Mukeshbhai Arvindbhai *alias* Ambalal Patel and Chandravadan Arvindbhai *alias* Ambalal Patel by executing a registered sale deed bearing no. 1801 of 2018 on March 14, 2018. By executing the said sale deed, the VENDOR herein became absolute owner of the said Project Land. Further, the said Revised NA permission was granted by the appropriate Collector officer vide order bearing no. JMN.1/N.A./SR No.48/18-19/VASHI/107-115/19 dated January 8, 2019. By the said revised NA Order, the Project Land has been permitted for residential as well as commercial use.

AND WHEREAS the plans for construction of Commercial Shops/units on the said Project Land got approved from Nadiad Area Development Authority and permission was granted for construction of commercial complex consisting of Ground to Third Floor known as "SOLITAIRE" wherein there are in total _____ units along with stair cabin and lift room in the terrace, parking and Hollow Plinth with all common amenities and facilities vide its Commencement Certificate bearing R.I. no. 4/2019, Plan K.D. no. 21 (date December 31, 2018), dated March 16, 2019 issued by .

AND WHEREAS The Said Project Land is earmarked for the purpose of building a commercial project, comprising buildings and the said project shall be known as "SOLITAIRE" (hereinafter called the "Said Project")

*	Name of the building/project	:	"SOLITAIRE"
*	No. of blocks/Wings	:	Single
*	No. of floors (for first phase)	:	Ground & 3 upper Floors

Floor	Usage	Units
Groud Floor	Parking	
Ground Floor		
First Floor		
Second Floor		
Third Floor		
Stair Cabin	Common	1
Lift Room	Common	1
Terrace	Common	1

With provision of common amenities and facilities more particularly described in the Schedule II.

AND WHEREAS The Vendor has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Gujarat under registration no.____________dated ____________;

AND WHEREAS That on demand from the Purchaser, Vendor has given inspection to the Purchaser/s of all documents of title relating to the project land and the plans, design and specifications prepared by the Vendor's Architect/Engineers ____________________ and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder and the Purchaser if satisfied in respect of the same ;

AND WHEREAS The authenticated copies of Report of Title issued by Bhavesh M. Patel, Advocate vide its Certificate dated March 13, 2019 of the Vendor, authenticated copies of sale deed, plan and layout, Property card or extract of Village Forms VI and VII and XII or any other relevant revenue records showing the nature of the title of the Vendor to the project land on which the Flat are constructed have also been inspected by the Purchaser and the Purchaser and his/her/its/their legal advisor have carefully inspected and studied the same and is fully satisfied about them. The Purchaser/s is/are satisfied about the legality of the construction. The Purchaser/s also accepts the Vendor titles to the land and is satisfied about it and he/she/it/they agree that no further requisition/dispute will be made regarding title.

AND WHEREAS That the Vendor has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Use Permission of the said building.

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

AND WHEREAS The Purchaser had applied for Shop/Unit in the Project and has been allotted Shop/unit No. (as per Scheme the same is Shop/Unit No._____) admeasuring about ______ sq.mtrs. (_____ sq. mtrs. Carpet Area; ____ sq. mtrs. balcony area) situated on the ___ Floor together with undivided share in the land admeasuring ______ sq. mtrs. in a building to be known as "SOLITAIRE" (hereinafter referred to as the "said property" more particularly described in the First Schedule) along with and of pro rata share of ____ sq.mtrs. in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (more particularly described in Second Schedule (Part-I) and to be constructed as per specification shown in the Second Schedule (Part-II);

AND WHEREAS The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

AND WHEREAS The Vendor is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Vendor regarding the said land on which Project is to be constructed have been completed;

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

AND WHEREAS In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor hereby agrees to sell and the Purchaser hereby agrees to purchase the Said property.

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

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Vendor agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase, the said Said property.

1.2 The Total Price for the Said property based on the carpet area is Rs.______________________ /- (Rupees __________________only ("Total Price") including price of balcony/varandha and common amenities and facilities and area of the said Said property as follows :

Shop/unit No. : _________	Area (In sq.mtrs.)
admeasuring sq.mtrs. carpet area (RERA)	_________ sq.mtrs.
Balcony/Varandha	Balcony/Varandha having _________ sq.mtrs.
Total	_______ Sq.mtrs.
Undivided and undemakamated land in the entire land	_________ sq.mtrs.

Explanation:

(i) The Total Price above includes the booking amount paid by the Purchaser to the Vendor towards the Said property;

(ii) The total price agreed as above with the Purchaser has been worked out after considering and factoring in the input credit available on input materials as stipulated under the recent provisions of GST Act, 2017

(iii) The Total Price above exclude taxes (consisting of tax paid or payable by the Vendor by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes) which may be levied, in connection with the construction of the Project which shall be separately payable by the Purchaser in the manner as may be decided by the Vendor.

(iv) The Vendor shall periodically intimate to the Purchaser, the amount payable as stated in (i) above and the Purchaser shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Vendor shall provide to the Purchaser 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;

(v) The total price excludes maintenance deposit of the said project which will be decided by Service Society/Maintenance Agency and the Purchaser is bound to pay the same alongwith all future taxes etc.;

(v) The Total Price is escalation-free, save and except increases which the Purchaser 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 Vendor undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost/charges imposed by the competent authorities, the Vendor shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

1.3 The Purchaser has paid on or before execution of this agreement a sum of Rs. ________________/- (Rupeess_________________ Only) as an advance payment or application fee as follows ;

Rupees	Cheque No.	Date	Bank

Purchaser(s) shall make the remaining payment as per the payment plan as follows.

TABLE-A: PAYMENT PLAN

(A) Regular basis

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 complex 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 Complex 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 complex.

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 Complex.

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 Complex 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 Complex is located.

viii. Balance Amount of Rs...../-(............) against and at the time of handing over of the possession of the Complex to the Allottee on or after receipt of occupancy certificate or completion certificate.

OR

(B) Down Payment Option

Sr. No.	Stage	Percentage
1.	At the time of Booking	10 %
2.	Within months from	85 %
	the date of booking	
3.	Possession	5 %
	TOTAL	100 %

1.4 It is agreed that 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 the Said propertyor building, as the case may be, without the previous written consent of the Purchaser. Provided that the Vendor may make such additions or alterations as may be required to be done by the Government, Development Authority at Nadiad and other authorities if anyas per the provisions of the Act.

1.5. The Vendor may, at the request of the Purchaser/s, carry out any Extra work and/or internal changes or alteration or changes in specification as per Building Regulation of AMC, at the risk, cost and consequences of the Purchaser/s. If these changes, etc. gives rise to any additional cost, the Purchaser/s shall be required to pay the same to the Vendor as may be certified by the Architect / Engineer of the scheme or according to the estimate that may be given by the Vendor prior to the execution of such work. Any unforeseen circumstances and force majure clause shall be effective as routine practice.

1.6 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 Building Use Permission is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. 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 (not more or less than 3%) then Vendor shall refund the excess money paid by Purchaser within forty-five days with annual interest at Marginal Cost of Lending Rate, as specified by Reserve Bank of India from time to time, + 2% not more than 10.45%, 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 that 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 feet/meter as agreed in Clause 1.2 of this Agreement.

1.7 Subject to Clause 10 the Vendor agrees and acknowledges, the Purchaser shall have the right to the Said property as mentioned below:

(i) The Purchaser shall have exclusive ownership of the Said property;

(ii) The Purchaser shall also have undivided proportionate share in the Common Areas. Since the share / interest of Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser 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 to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable.

(iii) That the computation of the price of the Said property includes recovery of price of land, construction of [not only the Said property 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.

1.8 The Purchaser has paid booking amount being part payment towards the Total Price of the Said property at the time of application the receipt of which the Vendor hereby acknowledges and the Purchaser hereby agrees to pay the remaining price of the Said property as prescribed in the Payment Plan as may be demanded by the Vendor within the time and in the manner specified therein:

Provided that if the Purchaser delays in payment towards any amount for which is payable, he shall be liable to pay interest at Marginal Cost of Lending Rate, as specified by Reserve Bank of India from time to time, + 2% not more than 10.45%.

2. MODE OF PAYMENT

2.1 Subject to the terms of the Agreement and the Vendor- abiding by the construction milestones, the Purchaser shall make all payments, on demand by the Vendor, withinthe stipulated time as mentioned in the payment plan through A/c Payee cheque/demand draft/RTGS/NEFT or on line payment (as applicable in favour of '______________________________' payable at ______________________ or as per Escrow arrangement agreed between the Vendor and the Lender of Project /construction finance loan.

2.2 The Vendor shall issue receipt for all the amount they may be received/paid under the agreement to the Purchaser/s. No claim for any payment shall be valid, save and except in respect of which the Vendor has issued such receipts.

3. FORMATION OF SERVICE SOCIETY / ASSOCIATION / LIMITED COMPANY FOR MAINTENANCE

3.1 The Purchaser alongwith other Purchaser/s of the Said property in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Vendor may decide and for this purpose also from time to time sign and executed 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 taken by the Purchaser if any changes or modification 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.

3.2 Within 15 days after payment notice in writing is given by the Vendor to the Purchaser that the Said property is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. proportion to the carpet area of the Said property) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project and building/s. Until the Society or Limited Company is formed, the Purchaser shall pay to the Vendor such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Vendor provisional monthly contribution towards the outgoings. The amount so paid by the Purchaser to the Vendor shall not carry any interest and remain with the Vendor until the same is transferred to the society or the association or the limited company as aforesaid.

3.3 Over and above amounts mentioned in the agreement to be paid by the Purchaser, the Purchaser shall on or before delivery of possession of the said premises 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 provision of the agreement.

3.4 The Purchaser shall pay all expenses to the Vendor for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocate 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 law and the cost of preparing and engrossing the conveyance or assignment of lease including stamp duty.

3.5 It is hereby agreed by the Purchaser/s that he/she/it/they shall deposit with the Service Society/or Vendor (still Service Society is not form) the amount of towards Common Maintenance, Deposit and Monthly Maintenance Charge along with the payment of last installment. Similar Common Maintenance Advance will be received from the other Purchaser/s. The Vendor/Service Society or body corporate in turn will invest such Common Maintenance Advance in the securities in which they may deem fit, and from the interest income that may be earned there from shall be utilized towards Common Maintenance and other expense to be incurred. Further that the Purchaser/s shall be required pay such addition amount in future to an extent, if such income is not sufficient for the purpose as may be fixed by the Service Society. Provided further that the Common Maintenance Advance / balance thereof shall be transferable deposit to the Service Society to be formed of all the Said property Holders for the maintenance and upkeeping of the said entire project.

3.6 The project shall always be known as "SOLITAIRE", and the name shall not be changed in any circumstances.

4. COMPLIANCE OF LAWS RELATING TO REMITTANCES

4.1 The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, 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 Vendor with such permission, approvals which would enable the Vendor to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

4.2 The Vendor accepts no responsibility in this regard. The Purchaser shall keep the Vendor fully indemnified and harmless in this regard. Whenever there is any change in the commercial status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Vendor immediately and comply with necessary formalities if any under the applicable laws. The Vendor shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said Said property applied for herein in any way and the Vendor shall be issuing the payment receipts in favour of the Purchaser only.

5. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Purchaser authorized 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 un-dertakes not to object/demand/direct the Vendor to adjust his payments in any manner.

6. TIME IS ESSENCE

Time is of 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 Said Property to the Purchaser after receiving the Building Use Permission or the completion certificate or both or as per advise of its Solicitors/Advocate (with or without B.U. Permission), 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.

7. POSSESSION OF THE SAID PROPERTY/COMPLEX

7.1 The Vendor shall give possession of the Said property to the Purchaser on or before 31/12/2023. If the Vendor fails or neglects to give possession of the Said property to the Purchaser on account of reasons beyond his control and of his agent by the aforesaid date then the Vendor shall be liable to demand to refund to the Purchaser the amounts already received by him in respect of the Said property with interest at Marginal Cost of Lending Rate, as specified by Reserve Bank of India from time to time, + 2% not more than 10.45%, from the date the Vendor received the sum till the date the amounts and interest thereon is repaid.

If the Promoter fails to abide by the time schedule for completing the project and handing over the [Complex/Shop] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest at Marginal Cost of Lending Rate, as specified by Reserve Bank of India from time to time, + 2% not more than 10.45%, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest at Marginal Cost of Lending Rate, as specified by Reserve Bank of India from time to time, + 2% not more than 10.45%, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

Provide that Vendor shall be entitled to reasonable extension of time for giving delivery of Said property on the aforesaid date, if the completion of building in which the Said property is to be situated is delayed on account of –

(i) war, flood, drought, fire, cyclone, earthquake or act of God or any other calamity caused by nature affecting the regular development of the real estate project (" Force Majeure") ;
(ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court
(iii) Delay in obtaining Building Use Permission even Vendor completed construction work due to any rules, notification of the Government

If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchaser agrees that the Vendor shall be entitled to the extension of time for delivery of possession of the Said property, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser agrees and confirms that, in the event it becomes impossible for the Vendor to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendor shall refund to the Purchaser the entire amount received by the Vendor from the allotment within prescribed time limit as per rules. After refund of the money paid by the Purchaser, Purchaser agrees that he/ she shall not have any rights, claims etc. against the Vendor and that the Vendor shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession - The Vendor, upon obtaining the Building Use Permission from the competent authority shall offer in writing the possession of the Said property, to the Purchaser in terms of this Agreement to be taken within 3 month (three months from the date of issue of such notice and the Vendor shall give possession of the Said property to the Purchaser. The Purchaser agree(s) to pay the maintenance charges as determined by the Vendor/association of Purchasers, as the case may be. The Vendor on its behalf shall offer the possession to the Purchaser in writing within 1 (one) month of receiving the Building Use Permission of the Project.

The Purchaser shall take possession of the Said property within 15 days of the written notice from the Vendor to the Purchaser intimating that the said Said property are ready for use and occupancy.

7.3 Failure of Purchaser to take Possession of Said property: Upon receiving a written intimation from the Vendor as per clause 7.2, the Purchaser shall take possession of the Said property 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 Said property to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.2, such Purchaser shall continue to be liable to pay maintenance charges as applicable including delay interest/penalty charges as may be decided from time to time by the Vendor/Association/Society.

7.4 Possession by the Purchaser - After obtaining the Building Use Permission and handing over physical possession of the Said property to the Purchasers, it shall be the responsibility of the Vendor to hand over the necessary documents and plans, including common areas, to the association of the Purchasers or the competent authority, as the case may be, as per the local laws.

7.5 Cancellation by Purchaser – The Purchaser shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Purchaser proposes to cancel/withdraw from the project without any fault of the Vendor, the Vendor herein is entitled to forfeit the 20% of the total price consideration of the said Said property. The balance amount of money paid by the Purchaser shall be returned by the Vendor to the Purchaser within prescribed time limit as per rule.

8. REPRESENTATIONS AND WARRANTIES OF THE VENDOR

8.1 The Vendor has absolute, clear and marketable title with respect to the said Land except those mentioned in the detailed search report on title and subject to the encumbrance which is brought to the notice of the Purchaser and same is accepted by the Purchaser; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

8.2 The Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

8.3 That there are no other encumbrances upon the said Land or the Project ;

8.4 There are no litigations pending before any Court of law with respect to the said Land, Project or the Said property except those mentioned in the detailed search report on title ;

8.5 All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Said propertyare valid and subsisting and have been obtained by following due process of law. Further, 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, Building and Said property and common areas;

8.6 The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said propertyto the Purchaser in the manner contemplated in this Agreement;

8.7 After obtaining B.U. Permission the Vendor shall handover lawful, vacant, peaceful, physical possession of the Said property to the Purchaser;

8.8 The Vendor has duly paid 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;

8.9 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 Vendor in respect of the said Land and/or the Project.

8.10 If within a period of five years from the date of handing over the Complex to the Purchaser, the Purchaser brings to the notice of the Vendor any structural defect in the property or the building in which the property are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Vendor at his own cost and in case it is not possible to rectify such defects, then the 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.

8.11. The Vendor hereby declares that the Floor Space Index available as on date in respect of the project land is 1917.00 square meters only and obtained chargeable FSI 639.00 sq.mts. as vendor utilize Floor Space Index of 1983.53 square meter, while remaining FSI will be used at their convenience by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Vendor has disclosed the Floor Space Index of 1983.53 square meter as proposed to be utilized by him on the project land in the said Project and purchaser has agreed to purchase the said property based on the proposed construction and sale of complexs 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.

9. REPRESENTATION AND WARRANT OF THE PURCHASER;

9.1 To maintain the Said property at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Said property is taken and shall not do or suffer to be done anything in or to the building in which the Said property 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 Said property is situated and the Said property itself or any part thereof without the consent of the local authorities, if requires.

9.2 Not to store in the Said property or the common passages or staircase of the Building 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 Said property 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 Said property is situated, included entrances of the building in which the Said property is situated and in case any damages is caused to the building in which the Said property is situatedor the Said property on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

9.3 To carry out at his own cost all internal repairs to the said Said property and maintain the Said property in the same condition, state and order in which it was delivered the building in which the Said property is situated or the Said property which may be contrary to the rules and regulation 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.

9.4 Not to demolish or cause to be demolished the Said property or any part thereof, not at any time make or cause to be made any addition or alteration of whatever nature in or to the Said property or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Said property is situated and shall keep the portion, sewers, drains and pipes in the said property and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support and shall no chisel or in any other manner cause damage to columns, beams, wall, slabs or RCC, Partition or other structural members in the Said property without the prior written permission of the Vendor and/or Society or the Limited Company.

9.5 The Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas.

9.6 The Purchasers shall also not change the colour 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.

9.7 The Purchaser shall also not remove any wall, including the outer and load bearing wall of the Said property. The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor and thereafter the association of Purchasers and/or maintenance agency appointed by association of Purchasers. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

9.8 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 Said property is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

9.9 Not to throw dist, rubbish, rags, garbage or other refuse or permit the same to the thrown from the said Said property in the compound or any portion of the project land and the building in which the Said property is situated.

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

9.11 The Purchaser/s shall not use the said Said property or permit the same to be used for any purpose which may or is likely to cause nuisance or annoyances to the occupiers of the other premises in the project or to the owners or occupiers of the neighboring properties not for any immoral or illegal purposes.

9.12 The 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 Said property by the Purchaser for any purpose other than for purpose for which it is sold.

9.13 The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Said property 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 Vendor / Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Said property 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.

9.14 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Said property and building or any part thereof. The Purchaser shall have no claim save and except in respect of the Said property hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Vendor until the same is transferred as hereinbefore mentioned.

9.15 The Purchaser shall use the Said property or any part thereof or permit the same to be used only for purpose of residency/commercial as per plan and permission of the Development Authirity in Nadiad in future. otherwise Service Society will be entitled to take the possession of the said Said property from the Purchaser/s and the Service Society shall have every rights to sell the said property to any other person as it may deems fit and proper.

9.16 That the purchaser of the Shop will not entitle to use common amenities such as Common Plot, Common Parking, gymnasium, Club House, Lift, parking area of Basement and Hollow plinth accept Drainage system, Underground and Overhead Water Tank and they shall be park their vehicle in front of their shops.

10. The Purchaser shall be considered under a condition of default, on the occurrence of the following events:

(i) In case the Purchaser fails to make payments for 2 consecutive demands made by the Vendor as per the Payment Plan mentioned hereinabove, despite having been issued notice in that regard the Purchaser shall be liable to pay interest to the Vendor on the unpaid amount at Marginal Cost of Lending Rate, as specified by Reserve Bank of India from time to time, + 2% not more than 10.45%.

(ii) In case of default by Purchaser under the condition listed above continues for a period beyond 2 consecutive months after notice from the Vendor in this regard or make the said mistake 3 (Three) times during total payment plan the Vendor shall cancel the allotment of the Said property in favour of the Purchaser and refund the amount money paid to him by the Purchaser by deducting the 10% of total price and the interest liabilities and this Agreement shall thereupon stand terminated.

11. CONVEYANCE OF THE SAID PROPERTY

11.1 The Vendor, on receipt of complete amount of the Price of the Said propertyunder the Agreement from the Purchaser, shall execute a conveyance deed and convey the title of the Said property together with proportionate indivisible share in the Common Areas.

11.2 On receiving full and final payment and other charges the sale shall be completed in favour of the Purchaser/s only. The Purchaser/s shall not be entitled to sell and/or transfer his/her/their right, title, interest and benefits under letter of Booking and or this Agreement of Sell to any third party without NO OBJECTION CERTIFICATE from Vendor. The Vendorshall be entitled to charge the transfer fee for giving such NO OBJECTION CERTIFICATE (NOC). The Purchaser shall not be entitled for grant of such 'No Objection Certificate' (NOC) unless and until Purchaser pay all sums payable to Vendor.

11.3 That stamp duty, registration fees, legal fees in respect of sale of the said property in question shall be borne by Purchaser alone.

12. MAINTENANCE OF THE SAID BUILDING / SAID PROPERTY / PROJECT

The Vendor shall be responsible to provide and maintain essential services in the Project till the taking over of the possession of common areas of the project by the association of the Purchaser/s.

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

The Purchaser hereby agrees to purchase the Said property on the specific understanding that ishis/her/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 service society or maintenance agency appointed or the association of Purchasers (or the maintenance agency appointed by it) and performance by the Purchaser of all his/her/their obligations in respect of the terms and conditions specified by the service society or maintenance agency or the association of Purchaser/s from time to time.

14. RIGHT TO ENTER THE SAID PROPERTY FOR REPAIRS

The Vendor / service society / 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 agrees to permit the service society / association of Purchasers and/or maintenance agency to enter into the Said property 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

The Ground level and service areas, if any, as located within the ________ ______________________, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, underground water tanks, pump rooms, maintenance and service rooms etc. and other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Purchasers formed by the Purchasers for rendering maintenance services.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PURCHASER

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

17. VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Vendor executes this Agreement he/she/they shall not mortgage or create a charge on the Said property 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 Said property.

18. SAID PROPERTY OWNERSHIP ACT (OF THE RELEVANT STATE)

The Vendor has assured the Purchasers that the project in its entirety is in accordance with the provisions of The Gujarat Ownership Said property Act, 1973. The Vendor showing compliance of various laws/regulations as applicable in

19. OTHER DIRECT OR INDIRECT TAX

The transaction covered by this agreement at present is understood to be eligible to tax under 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 further 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/s on demand at any time.

20. ENTIRE AGREEMENT

This Agreement, along with its schedules, 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 Said property and / or building, as the case may be.

21. RIGHT TO AMEND

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

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

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 the proportion which the carpet area of the [Said property/Plot] bears to the total carpet area of all the [Said propertys/Plots] in the Project.

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the 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, after the Agreement is duly executed by the Purchaser and the Vendor or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Nadiad.

26. NOTICES

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 at their respective addresses specified below:

Name of Purchaser : As above
Address of Purchaser : As above

Name of Vendor : SUNSHINE DEVELOPERS
Address of Vendor : AS ABOVE

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.

27. 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.

28. 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.

29. DISPUTE RESOLUTION

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

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT immovable property being Shop/unit No. _____ in Block No. " "(as per Scheme the same is Shop/unit No. ____) admeasuring about ____ sq. mtrs. (carpet area including balcony / wash area) situated on the _____ floor in a building known as "SOLITAIRE" constructed on the Freehold Non Agricultural Land bearing Revenue Survey no. 580 *paiki*, admeasuring 1065.00 sq.mts. forming part of Final plot No. 96 of Town Planning Scheme No. 5 of Mouje Ratanji Parti of Nadiad Taluka in the Registration District and Sub-District of Nadiad

The said Said property is bounded as follows :
On or towards the North : By __
On or towards the South : By __
On or towards the East : By ___
On or towards the West : By ___

THE SECOND SCHEDULE ABOVE REFERRED TO

(Part-I)

Common Amenities and Facilities in the said Scheme

1. Attractive Main Gate
2. School Drop off Zone
3. Children play area
4. Gymnasium
5. Club House
6. Management Office
7. lift
8. parking areas on First Cellar and Ground Floor
9. Senior Citizen Sit Out
10. Adequate Street Lighting
11. Attractive Foyer
12. CCTV Camera
13. Stair cabin and Overhead water tank above terrace level
14. Under ground water tank

(Part-II)

Specification of the Commercial Unit

Wall Finish : Internal Single coat mala finished plaster with Wall care Putty and external double coat sand face plaster with Weather proof paints.

Kitchen : Designer ceramic tile dado up to lintel level on wall.

Toilets/Plumbing : ceramic/GlazedDado tiles up to lintel level on wall. branded CPVC and UPVC pipes for water supply. PVC and SWR pipes for drainage. Wall Mixer, Shower, Bibcock, Flush cock in each bathroom, Sink bib cock in wash yard.

Door & Windows : Decorative main door with polished veneer and wooden jamb on door fram and others flush door with cylinder lock and wooden jamb on Door fram. Domal series powder coated alluminiam section windows with plain/reflected glass and marble jamb.

Floors : double charge vitrified tiles in all areas and Anti-skid flooring in all toilets and balcony and polished stone or Anti-skid tiles in wash yard.

Electrification : ISI branded modular switches, plates and accessories. Fire resistance concealed electrical wiring with PVC insulation. Electric point in each bedroom for air conditioner. T.V. points in master bedroon and living area. Wiring distribution board with MCB protected switches.

In witness whereof the parties hereto have hereunto set and subscribed their hands in Witness whereof the day and month first hereinabove written.

SIGNED AND DELIVERED
BY THE WITHIN NAMED
VENDOR

SUNSHINE DEVELOPERS,
a Partnership Firm of through
its partner ____________________

In the presence of :

1.

2.

SCHDULE UNDER SECTION 32 OF THE INDIAN REGISTRATION ACT

VENDOR PHOTO LEFT HAND THUMB

IMPRESSION

____

SUNSHINE DEVELOPERS,
a Partnership Firm of
through its partner ________

PURCHASER/S

____

………………………………