

RERA Registration No.:

PR / GJ / AHMEDABAD / AHMEDABAD CITY / AUDA / MAA_____ / _____

AGREEMENT TO SALE
(WITHOUT POSSESSION)

THIS AGREEMENT TO SELL is executed at Ahmedabad on this _____
day of _____, 2019

BETWEEN

SUN BUILDCON (GUJARAT) LLP, A Limited Liability Partnership Firm,
having Registered office at : A - 501, Times Square, C. G. Road, Ahmedabad
& having Site office at, “ **SURYANSH GATEWAY** ”, located at : Besides
Earth Retail, Science City Circle, Bhadaj, Ahmedabad - 380 060 through
its authorized partner SAMIP TARUNKUMAR SHAH hereinafter referred
to as the “Promoter” and/or “Vendor” (which expression shall unless it be
repugnant to the context or meaning thereof be deemed to mean and include
the Promoter, its partner and legal representatives, successors and assigns
as at present and from time to time) of the FIRST PART.

.. 2 ..

AND

- (1) _____ [PAN : _____]
Aged - adult, Residing at - _____.
- (2) _____ [PAN : _____]
Aged - adult, Residing at - _____.

Hereinafter referred to as the "Allottee" and/or "Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the "Allottee" his heirs and legal representatives, successors and assigns as at present and from time to time) of the SECOND PART.

The Promoter and the Allottee shall be hereinafter collectively referred to as the Parties and individually as Party.

WHEREAS

- (A) WHEREAS the First Party is the owner and occupier of admeasuring 1509 Sq.mtrs. of Revenue Block No. 261 / 4 / A which is included in Town Planning Scheme No. 40 [Bhadaj - Sola - Hebatpur] and allotted Non-Agricultural land admeasuring 1207.05 Sq.mtrs. of Sub - Plot No. 2 - C of Final Plot No. 22 situate, lying and being at Mouje : Bhadaj, Taluka : Ghatlodiya in the Registration District of Ahmedabad and Sub - District of Ahmedabad - 8 [Sola]. (hereinafter referred to as the "the **Project Land**" and as more particularly described in the **First Schedule** hereunder written).
- (B) Vide a Sale Deed dated 20th March, 2019, the Promoter herein has purchased the Project Land from Ajaybhai Surendrabhai Patel. The said sale deed has been registered in the office of the Sub-Registrar of assurances at Ahmedabad - 8 (Sola) vide Serial No. 5355 on 20th March, 2019 and entry to that effect was mutated in the revenue record vide Mutation Entry No. 6466 dated 26-03-2019.

- (C) The Project Land has been duly converted from agricultural use to non-agricultural use for commercial purpose vide the order of the Deputy Collector (N.A.), Ahmedabad dated : 29th August, 2012 bearing No. U-2 / CASE NO. 45 / SECTION - 65 - A / BHADAJ / 2011 - 12 and entry to that effect was mutated in the revenue record vide Mutation Entry No. 5261 dated 15-10-2012, which was certified by the competent authority on 06-12-2012. (hereinafter referred to as the “**NA Permission**”).
- (D) The Promoter proposes to develop Commercial project to be known as “ **SURYANSH GATEWAY** ” (hereinafter referred to as the “**Project**”) and the proposed development plans in relation to the construction and development of the Project has been duly approved by the Ahmedabad Municipal Corporation (AMC) on ___th ____, 20___ under Case No. _____ & Rajachitthi No. _____ (hereinafter referred to as the “**Approved Plans**”). For the sake of convenience and reference in this Agreement :-
- (i) The Internal Roads, Common Plot, Margin, Basement Area, Stair Case, Lift & Terrace as shown in the Approved Plans shall be referred to as the “Common Areas” :
- (ii) The facilities provided in the Common Areas and to be used in undivided form collectively by the Allottees in the Project
- (E) In pursuance to the aforesaid, the Promoter herein is in absolute ownership and possession of the Project Land and legally entitled to develop the Project and also enter into the Agreements to Sell in relation to the sale of commercial Units in the Project in favor of the Allottees and receive the sale consideration in respect thereof.
- (F) The Allottee herein approached the Promoter herein with the intent to purchase a commercial Unit in the said Project and in pursuance

to the discussion held amongst the Parties, the Promoter has agreed to allot/sale and the Allottee has agreed to purchase a Commercial Unit No. _____ (“Said Unit”) admeasuring about _____ Sq.feet. Carpet Area As per Rules of Real Estate (Regulation and Development) Act, 2016, i.e. admeasuring about _____ Sq.feet Built up Area, i.e. admeasuring about _____ sq.feet approx. salable super builtup area on _____ Floor, along with proportionate undivided right in land admeasuring _____ Sq.mtrs. in the Common Areas of the Project Land (“Land Undivided Share”) and the Common Facilities as well as the rights to use the said Common Facilities with all the other Allottees in the Project.

The Allottee has / have agreed to acquire and purchase the Said Unit with full notice of terms, provisions, covenants and conditions hereinbefore recited and as mentioned in the Application Form and also subject to the terms and conditions hereinafter contained. For the sake of convenience and reference in this Agreement: -

The Said Unit and the Land of Undivided Share as well as share in Common Facilities and right to use it shall be collectively referred to as the said Property; The said Property is more particularly described in the Schedule - 2 hereunder written.

- (G) The Promoter has sole and exclusive right to sell the said Unit in the said Project to be constructed by the Promoter on the Project Land and to enter into Agreement/s with the allottee(s)/s of the Said Unit to receive the sale consideration in respect thereof;
- (H) On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter’s Architect **JIGAR SHAH** Planning and Liasoning and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “the said Act”)

and the Rules and Regulations made thereunder and the Allottee is satisfied in respect of the same;

- (I) The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of extract of Village Forms VI and VII and XII showing the nature of the title of the Promoter to the project land on which the said Unit are constructed or are to be constructed have also been inspected by the Allottee and is satisfied in respect of the same.
- (J) The authenticated copies of the Approved Plans of the Layout as approved by the Amdavad Municipal Corporation, the authenticated copies of the plans and specifications of the Said Unit agreed to be purchased by the Allottee and the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the projects and Common Areas are proposed to be provided for in the said Project has been inspected by the Allottee. The authenticated copies of the plans and specifications of the Said Unit agreed to be purchased by the Allottee has been annexed and marked as Annexure - " A, B & C".
- (K) The Promoter shall undertake the development of the Project as per the Approved Plans and thereafter obtain the Occupancy Certificate (OC) or the Building Use Permission (BU) within the timelines set out in this Agreement and execute and register the deed of conveyance in respect of the said Property in favor of the Allottee ("Conveyance Deed").
- (L) The Promoter has got the approvals from the concerned local authority(s) to the plans, the specifications, elevations and sections and of the said project, so as to obtain Building Use Permission of the said Project and while sanctioning the said plans concerned local authority and/or government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project Land and the said

Project and upon due observance and performance of which only the B.U. Permission in respect of the said project shall be granted by the concerned local authority.

- (M) The Promoter has accordingly commenced construction of the said project in accordance with the Approved Plans and the Commencement Certificate and the Promoter shall duly get the Project registered with the Real Estate Regulatory Authority (RERA) as per the provisions of the Real Estate (Regulation and Development) Act, 2016 ("Act") & the Gujarat Real Estate (Regulation and Development) (General) Rules, 2017 ("Rera Rule") on or before July 31, 2017 or the timelines as may be prescribed by RERA.
- (N) The carpet area of the said Unit as set out above "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, but includes the area covered by the internal partition walls of the unit.
- (O) 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.
- (P) Prior to the execution of these presents, the Allottee has paid to the Promoter following amount by following details.

Rupees	Bank Name	Cheque No.	Date
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Rs.

Rs.

Rs._____/ - **Rupees** _____ **Only** received as earnest money, being part payment of the total sale consideration of the Said

Property agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the total sale consideration in the manner hereinafter appearing.

- (Q)** Under section 13 of the said Act, the Promoter is required to execute a written Agreement to sale of said Property with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- (R)** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Said Property.

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

- (1)** The Promoter shall construct Commercial Units in on the Project Land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

- (1)(a) (i)** The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell unto the Allottee the Said Property, Commercial Unit No. _____ ("Said Unit") admeasuring about _____ Sq.feet. Carpet Area As per Rules of Real Estate (Regulation and Development) Act, 2016 i.e.

admeasuring about _____ Sq.feet Built up Area i.e. admeasuring about _____ sq.feet approx. salable super builtup area on _____ Floor, along with proportionate undivided right in land admeasuring _____ Sq.mtrs. Common Areas of the Project Land together with the undivided rights in common amenities put-up in the said “ **SURYANSH GATEWAY** ”, by the Promoter for the total consideration of **Rs. _____/- (Rupees _____ Only)** including all other charges as per annexure “ **D** ” and the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities but excluding service tax, G.S.T., Stamp Duty, Registration Fees and any other government - Semi government charges, duties, taxes or levies.

- (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces. The parking space will be allotted at the time of final sale deed as per the discretion of the promoter. The said parking is allotted to the member for free without charging any consideration.
- (iii) The Allottee shall make payment of the Total Sale Consideration under this agreement by account payee cheques and/or demand drafts and/or pay orders in favour of “ Sunbuildcon (Gujarat) LLP ” payable at Ahmedabad. The other payments with regard to amount towards AMC charges, Electricity charges, Legal charges, statutory dues etc. as provided in Annexure “ **D** ” hereunder shall be payable by the Allottee separately by account payee cheques and/or demand drafts and/or pay orders in favour of “ Sunbuildcon (Gujarat) LLP payable at Ahmedabad. The Allottee agrees to pay to The Promoter any other charges as indicated in **Annexure “ D ”**.

(iv) In the event of the allottee intend to avail loan for financial assistance from any bank or any financial institute, The Promoter will give all required papers, but the repayment of the loan / credit facility will be the entire responsibility of the Allottee.

1(b) The total aggregate consideration amount for the unit mentioned herein above from clause 1 a (i) to (iv) is thus **Rs._____/- (Rupees _____ Only)**.

1(c) The Allottee has paid on or before execution of this agreement a sum of **Rs._____/- (Rupees _____ Only)** as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of **Rs._____/- (Rupees _____ Only)** in the following manner :-

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

(ii) Amount of **Rs._____/-** (not exceeding 37 % of the total consideration) to be paid to the Promoter on completion of the Basement ground level slab (RAFT) in which the said Unit is located.

(iii) 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 Unit is located.

(iv) Amount of **Rs._____/-** (not exceeding 55 % of the total consideration) to be paid to the Promoter on completion of the slab of second floor of the building or wing in which the said Unit is located.

- (v) Amount of **Rs.**_____-/- (not exceeding 63 % of the total consideration) to be paid to the Promoter on completion of the slab of forth floor of the building or wing in which the said Unit is located.
- (vi) 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 Unit is located.
- (vii) Amount of **Rs.**_____-/- (not exceeding 80 % of the total consideration) to be paid to the Promoter on completion of the walls of the said Unit.
- (viii) Amount of **Rs.**_____-/- (not exceeding 85 % of the total consideration) to be paid to the Promoter on completion of the internal plaster & inside conceal plumbing of the said Unit.
- (ix) Amount of **Rs.**_____-/- (not exceeding 90 % of the total consideration) to be paid to the Promoter on completion of the external plaster, outside plumbing, flooring, door & windows, staircase, liftwell & terraces with waterproofing, of the building or wing in which the said Unit is located.
- (x) 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, entrance lobby/s, sanitary fittings, 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 Unit is located.
- (xi) Balance Amount of **Rs.**_____-/- against and at the time of handing over of the possession of the Unit to the Allottee on or after receipt of occupancy certificate or completion certificate.

- 1(d)** The total price as stated above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, G.S.T. 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 Promoter) up to the date of handing over the possession of the said unit, which shall be separately payable by the Allottee in the manner as may be decided by the Promoter.
- 1(e)** The total price is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and / or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation published / issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1(f)** The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area above the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate of 9 %, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1(a) of this

Agreement.

- 1(g)** The Allottee authorizes the Promoter to adjust / appropriate all payments made by him / her under any head(s) of dues against lawful outstanding, if any, in his / her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object / demand / direct the Promoter to adjust his payments in any manner.
- (2.1)** The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Unit to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Unit.
- (2.2)** Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the said unit to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

- (3)** The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is _____ **square meters** only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in

future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Unit based on the proposed construction and sale of units to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

- (4.1)** On the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement :
- (4.2)** Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee or mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.
- (4.3)** Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Unit which may till then have been paid by the Allottee to the Promoter.
- (5)** The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with brand, or price range to be

provided by the Promoter at his / her / its option in the said building and the Unit as are set out in Annexure ' C ', annexed hereto.

- (6) The Promoter shall give possession of the Unit to the Allottee on or before ____st **day of** _____, **20**____. If the Promoter fails or neglects to give possession of the Unit to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Unit.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Unit on the aforesaid date, if the completion of building in which the 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 -

Notwithstanding anything contained herein, the completion of sale and the possession shall take place only upon:

- (a) Completion of construction of the Said Building and/or the Said Unit is ready for occupation; and
- (b) Receipt of the Completion Certificate/ Occupation Certificate/ Part Occupation Certificate/ Building Use Permission as required to be obtained under prevailing law has been provided by competent authority; and
- (c) Receipt of the Total Sale Consideration from the Allottee as set out in the Para 1 (C) of this agreement; and
- (d) Receipt of other charges as mentioned in Annexure - " D " hereto and all other amounts and deposits as may be fixed by The Promoter.
- (e) Execution and registration of the Sale Deed by affixing necessary stamp duty and payment of registration fee, legal

charges, any other government charges and other incidental charges by the Allottee.

- (7.2) The ownership rights to the Said Unit shall vest in the Allottee only after all the conditions for the completion of sale as set out in clause 7.1 are satisfied. The possession of the Said Unit shall be handed over to the Allottee on acquiring the ownership rights to the Said Unit.
- (7.3) On the basis of this Agreement to sell, the Allottee shall not become part of the project, nor shall become entitled to any right or interest in the Said Unit or the Project, including Said Land. The Promoter will continue to be the owner and proprietor of the Said Land and the Project, and the name of the Promoter will continue in the revenue and all other Government records. The Allottee specifically agrees and confirms that he/she will not be entitled to and will not take any steps or make any attempt to enter his/her name as Allottee or proposed allottee or otherwise for any purpose whatsoever, in the revenue or any other Government records, on the basis of this Agreement or otherwise.
- (7.4) The Allottee shall take possession of the Unit within 15 days of the written notice from the promotor to the Allottee intimating that the said Units are ready for use and occupancy :
- (7.5) **Failure of Allottee to take Possession of said Unit :**
Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the said Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Unit to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

- (7.6) If within a period of five years from the date of obtaining of building use permission, the Allottee brings to the notice of the Promoter any structural defect in the Unit or the building in which the Unit are situated or any defects on account of workmanship, quality of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided that the Promoter shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Promoter or beyond the control of the Promoter or any such defects of on account of workmanship, quality of service arising due to work done by allottee or its contractor etc. will not be rectified by promoter.
- (8) The Allottee shall use the Unit or any part thereof or permit the same to be used only for purpose of Commercial. He shall use the parking space only for purpose of keeping or parking vehicle.
- (9) The Allottee along with other allottee(s) of the said unit in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- (9.1) Within 15 days after notice in writing is given by the Promoter to the Allottee that the Unit is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the same is transferred to the society or the association or the limited company as aforesaid.
- (10) Over and above the amounts mentioned in the agreement to be paid by the Allottee, the Allottee shall on or before delivery of possession of the said premises shall pay to the Promoter all other charges as mentioned in annexure " D " and such proportionate share of the outgoings as may be determined by the Promoter and which are not covered in any other provisions of this agreement.
- (11) The Allottee shall pay to the Promoter/ service society **Rs.250/-** per sq.foot area of super builtup for maintenance deposit as well as maintenance charges and also have to pay all legal costs, charges and expenses, including professional costs of the Attorney-at-Law / Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease. As promoter / service society receive maintenance charges as decided, they shall maintain said scheme and common amenities for 60 months from issuance of Building use permission. In case of short fall in such

maintenance cost, member shall have to pay deficit amount of such maintenance charges.

(12) REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows :

- (i)** The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project ;
- (ii)** The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- (iii)** There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- (iv)** There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- (v)** All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the

Project, project land, Building/wing and common areas;

- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
 - (vii) The Promoter has not entered into any agreement for sale with any person or party with respect to the project land, including the Project and the said unit which will, in any manner, affect the rights of Allottee under this Agreement;
 - (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said unit to the Allottee in the manner contemplated in this Agreement;
 - (ix) The Promoter has duly paid and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - (x) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
- (14) The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Unit may come, hereby covenants with the Promoter as follows :-
- (a) To maintain the Unit at the Allottee's own cost in good and tenantable repair and condition from the date that of

possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the 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 Unit is situated and the Unit itself or any part thereof without the consent of the local authorities, if required.

- (b)** Not to store in the 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 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 Unit is situated, including entrances of the building in which the Unit is situated and in case any damage is caused to the building in which the Unit is situated or the Unit on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- (c)** To carry out at his own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Unit is situated or the 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 Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (d)** Not to demolish or cause to be demolished the 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 Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the 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 Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Unit without the prior written permission of the Promoter and/or the Society or the Limited Company.

- (e)** 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 Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (f)** Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the project land and the building in which the Unit is situated.
- (g)** Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Unit is situated.
- (h)** 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 Unit by the Allottee for any purposes other than for purpose for which it is sold.

- (i) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- (j) The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the 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 Allottee shall also observe and perform all the stipulations and conditions laid down by the Society / Limited Company / Apex Body / Federation regarding the occupancy and use of the 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.
- (k) The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- (l) On or before delivery of possession of the Said Unit pay to The Promoter the Balance Sale Consideration, all other charges as set out in Annexure " D " and other incidental charges as agreed in this agreement to sale.
- (m) Maintain the Said Unit at their / his / her / its own cost in good condition from the date the possession of the Said Unit and not do anything in or to the Said Building in which the Said Unit is constructed or to the staircase or any passages or to

do anything which may be against the rules, regulations or bye-laws of concerned Service Society of Allottee or any other authority or change/alter or make addition in or to the building in which the Said Unit is constructed and the Said Unit itself or any part thereof without the prior permission of such Service Society of Allottee and/or concerned authorities;

- (n)** The Allottee shall not protest, object to or obstruct the execution of the construction work nor the Allottee shall be entitled to claim any compensation and / or damages and/or to complain for any inconvenience, hardship, disturbance or nuisance which may be caused to him / her / it / them or any other person/s, during the construction of the Project by the Promoter.
- (o)** Not to interfere with the rights of the Promoter to construct at such locations, as it may from time to time decide, any additional buildings / structures, sub-stations for electricity or office for management and build underground and overhead tanks structure for watchman cabin toilet units for domestic watchmen and other structures the locations of which are not particularly marked or shown in the building plans or layout plans and laying through or under or over the ground or any part thereof, pipelines, underground electric and telephone cables, water lines, gas lines, drainage lines, sewerage lines, water harvesting arrangements, tube well and other devices etc. belonging to or meant for any of the buildings and other structures which are to be developed and constructed by the Promoter and should not raise any dispute in the Court by way of injunctions or prohibitory orders from any tribunal, body or authority or under any provisions of law or otherwise;
- (p)** Bear and pay future (i.e. after receiving the possession or Building Use permission whichever is earlier) applicable taxes / levies / cesses and / or any increase thereto including Service

Tax, GST, Local Taxes, water charges, insurance, duties, cess and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, as and when demanded by the Promoter including but not restricted to service tax or G.S.T. on sale of premises by the Promoter or on account of change of user of the Said Unit by the Allottee;

(q) Not to raise any requisition for further documents or objection to the title and/or the rights of the Promoter in relation to the larger property on any ground whatsoever;

(15) The Promoter shall maintain a separate maintenance account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings or other 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 Units or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the 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 Promoter until the same is transferred as hereinbefore mentioned.

(17) **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**
After the Promoter executes this Agreement he shall not mortgage or create a charge on the *[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 Allottee who has taken or agreed to take such units.

(18) BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 15 (Fifteen) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever. It is clearly understood by allottee that in case of cancellation of booking, Promoter shall refund amount deposited by allottee after deducting expences of cancellation, legal fees, Stamp Duty, Registration Charges, Government - Semi Government levies & Taxes & all other expences without calculating or considering interest on amount paid by allottee. In the event, as provided hereinabove, the Promoter shall cancel and terminate this Agreement, the Promoter without reference to the Allottee may prepare Memorandum of such cancellation and termination, and may get registered the same with the office of the appropriate Sub Registrar or with such other authority as it may deem fit and such Memorandum of Cancellation and Termination shall be binding upon THE ALLOTTEE with the spirit and intention, as if THE ALLOTTEE is executing party to the same, and such Memorandum is executed by the Promoter, also on behalf of THE ALLOTTEE. THE ALLOTTEE hereby grants irrevocable consent and authority to the Promoter for the same.

On the Allottee committing material breach of any of the terms and conditions contained in this Agreement and on the default by the Allottee in remedying such breach or breaches within a reasonable time from the receipt of such notice.

Upon termination of this agreement, the Allottee shall have no right, title and interest in the Said Unit and the Promoter shall be at liberty to dispose off and sell the Said Unit to such person and at such price as the Promoter may in its absolute discretion think fit.

(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 unit / plot / building, as the case may be.

(20) RIGHT TO AMEND

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

(21) PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

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

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) 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.

(24) PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in **AHMEDABAD** after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at **Ahmedabad**.

(25) Force Majeure :

- (a)** In the event of happening of any unforeseen circumstances such as an act of God, fire, flood, inundation, earthquake, cyclone, explosion, war, riot, terrorist acts, sabotage, inability to procure or general shortage/non-availability of steel, cement, other building materials, water or supply of energy, labor, equipment, facilities, materials or supplies, failure of transportation, strikes, lock outs, action of labor unions, court case, decree, stay, any notice, order, rule, notification

of the Government and/or other public or competent authority, delay in obtaining permissions/sanctions from the concerned authorities or any other causes whether similar or dissimilar to the foregoing, the Promoter shall not be held liable or responsible for not performing any of its obligations or undertakings within the time stipulated and shall be entitled to a reasonable extension of time for performing its part of the obligations as stipulated in this agreement.

- (b) It is further agreed that such extension of time would also be available in the event of any delay in performance due to any legal proceedings filed by the Promoter against any change of law or rule or regulation or order or notification that may be made by the government or any other authority including any municipal authority by moving the appropriate Court(s), Tribunal(s)/Authority.
- (27) The Allottee and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
- (28) That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below :

Name of Allottee : _____

Address of Allottee : _____

Notified Email ID : _____
Notified Mo. No. : _____

PROMOTER:

SUN BUILDCON (GUJARAT) LLP

A - 501, Times Square, C. G. Road, Ahmedabad.

Mo. No. **9925003122, 9355776600**

Email ID : **Info@sunbuildcon.com**

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

(29) JOINT ALLOTTEES

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

(30) Stamp Duty and Registration:-

The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

(31) Dispute Resolution:-

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

(32) 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 AHMEDABAD courts will have the jurisdiction for this Agreement.

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

written.

SCHEDULE - 1

ALL THAT piece or parcel of land or ground, here determents and premises, situate at : Beside Earth Retail, Science City Circle, Bhadaj, Ahmedabad - 380 060, Taluka - Ghatlodiya, in the Registration District Ahmedabad and Sub District - Ahmedabad - 8 (Sola), bearing Sub - Plot No. 2 - C admeasuring 1207.05 sq.mtrs. of Final Plot No. 22 of Town Planning Scheme No. 40 (Bhadaj - Sola - Hebatpur) comprised of Block No. 261 / 4 / A of Moje : Bhadaj, Taluka - Ghatlodiya, District - Ahmedabad, or thereabouts, and bounded as follows; that is to say, on or towards the -

East by : T. P. Scheme Road

West by : Sub - Plot No. 1

North by : Sub - Plot No. 2 / B

South by : Earth Retail Scheme

SCHEDULE - 2

Commercial Unit No. _____ in ("Said Unit") admeasuring about _____ Sq.feet. Carpet Area As per Rules of Real Estate (Regulation and Development) Act, 2016 i.e. admeasuring about _____ Sq.feet Built up Area i.e. admeasuring about _____ sq.feet approx. salable super builtup area on _____ Floor, along with proportionate undivided right in land admeasuring _____ Sq.mtrs. in the scheme known as “ **SURYANSH GATEWAY** ” constructed on land admeasuring 1509 Sq.mtrs. of Revenue Block No. 261 / 4 / A which is included in Town Planning Scheme No. 40 [Bhadaj - Sola - Hebatpur] and allotted Non-Agricultural land admeasuring 1207.05 Sq.mtrs. of Sub - Plot No. 2 - C of Final Plot No. 22 situate, lying and being at Mouje : Bhadaj, Taluka : Ghatlodiya in the Registration District of Ahmedabad and Sub - District of Ahmedabad - 8 [Sola].

The said Unit is bounded as under :

On the East by :- **QQ3**

On the West by :- **QQ4**

On the North by :- **QQ5**

On the South by :- **QQ6**

ANNEXURE - " A "
FLOOR PLAN OF THE SAID UNIT

.. 32 ..

ANNEXURE - " B "

(Authenticated copies of the LAYOUT, BUILDING & CC OF THE UNIT)

.. 33 ..

ANNEXURE - " C "
SPECIFICATIONS

STRUCTURE:

Earthquake Resistant R.C.C. Frame Structure.

WALL FINISH:

All Internal walls finished with putty over Mala Plaster. All External walls finished with doublecoat sand – face plaster with Premium quality Acrylic Paint.

DOORS & WINDOWS:

Decorative Main Entrance Door with brass fitting and fixtures. All other doors are flush doors with Laminate Finish. Wooden framing for all doors. Anodized Aluminium sliding windows.

PLUMBING:

Concealed plumbing with Premium quality pipes and fittings.

FLOORING:

Branded Vitrified Tiles in Showrooms and Offices.

BATHROOMS:

Elegantly designed Bathrooms Tiles with dado up to lintel level. Sanitary Ware & C.P. Fittings of Jaquar or Equivalent in all Bathrooms.

ELECTRIFICATION:

3 – Phase Concealed Copper flexible wiring with adequate number of Electrical Points & Branded Modular Switches. TV , Telephone, Internet and AC Points in Showrooms and Offices. Geyser Points in all Bathrooms. Centralize distribution board with MCBs & ELCB for Safety Protection.

FIRE SAFETY:

Fire Safety as per CGDCR Norms in Project.

ELEVATORS:

Branded Digitalized 3 Automatic Elevators in Project.

ROADS:

Internal Concrete Roads and Street Lights.

SECURITY SYSTEM:

CCTV Surveillance Common area of Society.

TERRACE:

Common Terrace finished with suitable Water Proofing & China – Mosaic for heat reflection.

PARKING:

Basement Allotted Parking.

ANNEXURE - " D "

(Payment of other Charges by the Allottee)

Details	Amount (in Rs.)
AMC/Electricity / Legal + advocate Charges	400/- per sq.ft super built up area
Car Parking Charge	Extra

- a) Above mentioned amount should be paid to Sunbuildcon (Gujarat) LLP Collection Account for Suryansh Gateway Real Estate Project.
- b) In the case of levy of any Development Charges/Service Tax / VAT/ GST,Stamp duty, Registration charges, other levies, taxes & duties in future by the statutory authorities, the same will be borne by the Allottee.
- c) Electricity charges, AMC & Legal/Advocate Charges are tentative & in case of any revision from Government/ respective authorities in future, the same would be recovered on actual basis from the Allottee.

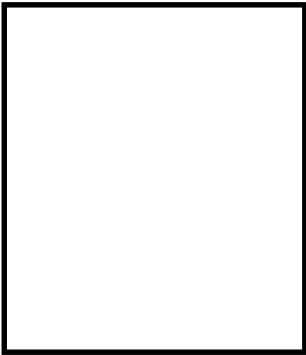
SIGNED AND DELIVERED BY
THE WITHIN NAMED PROMOTER :-

⇒ SUN BUILDCON (GUJARAT) LLP
A Limited Liability Partnership Firm
through its authorise signatory :-
SAMIP TARUNKUMAR SHAH _____

In the presence of following two
witnesses :-

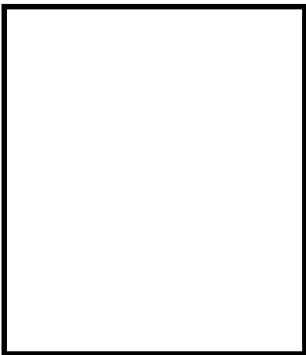
- 1)_____
- 2)_____

SCHEDULE
UNDER THE PROVISIONS OF U/S 32(A) OF REGISTRATION ACT
(PROMOTER - VENDOR - FIRST PART)

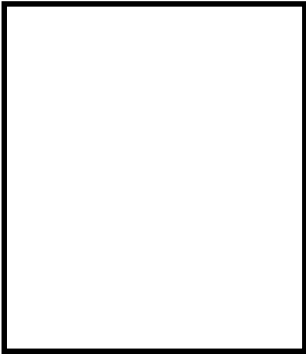


⇒ **SUN BUILDCON (GUJARAT) LLP - A Limited Liability Partnership Firm through its authorise signatory :- SAMIP TARUNKUMAR SHAH**

(ALLOTTEE - PURCHASER - SECOND PART)



(1) _____



(2) _____

AGREEMENT TO SELL

UNIT NO. :- "____"

SURYANSH GATE WAY

BHADAJ