AGREEMENT FOR SALE

(Without Possession)

This Agreement for Sale is made at Ahmedabad this _____ day of ___________ in the Year Two Thousand and Twenty Three;

BY AND BETWEEN

M/s. ARIYA REALTY LLP, a Limited Liability Partnership Firm registered under the provisions of Limited Liability Partnership Act, 2008, under serial No. AAX 8052, dated 16-07-2021, having it's PAN: ABWFA 0681 Q, having it's registered office at: Survey No. C-1209, The First, Nr. Keshav Baug, B/h. ITC Hotel, Vastrapur, Ahmedabad-380 015 represented by and through it's authorized Partner Mr. __________________, aged __ years, Hindu by Religion, Occupation: Business, residing at: ____

Ahmedabad-380 015, hereinafter referred to as "THE OWNER" OR "THE VENDOR" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to include it's partner or partners from time to time being constituting the Firm and their legal heirs, administrators, representatives, executors, assignees etc.) of the ONE PART;

AND

Mr. ______________________, having PAN: ___________ and having Adhaar No: ___________, aged about ___ years, Hindu byreligion, Residing at: __________ ____, hereinafter referred to as "THE ALLOTTEE" or "THE PROPOSED PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof be deemedto include (in case of individual) his/her/their heirs, legal representatives, executors, successors and assigns; (in case of partnership firm) its partners as at present and from time to time and the heirs and legal representatives of the last surviving partner, (in case of HUF) its members as at present and from time to time and their respective heirs, executors and successors and its(HUF's) permitted assigns; (in case of Trust) its Trustees as at present and from time to time and the beneficiaries thereof; (in caseof Corporation) its successors and assigns) of the OTHER PART;

WHEREAS the Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled to all those piece or parcel of freehold Non-Agricultural Residential Plot bearing Final Plot No. 623/20 admeasuring 669 square meters, comprised in Town Planning Scheme No. 3/6, situated, lying and being at Mouje: Kochrab, Taluka: Sabarmati, District: Ahmedabad within Jurisdiction of Registration Sub-District Ahmedabad-(4) (Paldi), which is more particularly described in the Schedule "A" hereunderwritten (Hereinafter referred to as the "THE PROJECT LAND" or "SAID LAND") free from any charge or encumbrances whatsoever;

AND WHEREAS the said Non Agricultural project land was owned and possessed by one Sarojben Natvarlal D/o. Dhayabhai around year 1954;

AND WHEREAS the Non Agricultural Permission for Residential purpose pertaining to the said land bearing Final Plot No. 623, Hissa No. 20 admeasuring 669 square meters was granted vide an order bearing no. LNDP-1380 dated 15.02.1956 subject to terms and conditions contained therein, the said facts of conversion of Non Agriculture is mentioned in Mutation Entry No. 4190/43 dated 05.05.1986;

AND WHEREAS Non-agricultural land bearing Final Plot No. 623 Hissa no. 20 admeasuring 669 square meters, comprised in Town Planning Scheme No. 3/6 along with the construction of Residential Bungalow admeasuring 364.65 sq. mtrs. was sold and conveyed by Sarojben Natvarlal D/o. Dahyabhai to Amit Nandkishor Shah by a Deed of Conveyance registered with sub registrar of assurances under serial no 1296 dated 05.04.2003. The said facts were mutated in the revenue records by a mutation entry no. 5669 dated 05.04.2003;

AND WHEREAS Amit Nandkishor Shah sold and conveyed the immovable property being Non-Agricultural land bearing Final Plot No. 623/20 admeasuring 669 square meters, comprised in Town Planning Scheme No. 3/6 alongwith Residential Bungalow admeasuring 364.65 sq. meters constructed thereon to M/s. Ariya Realty LLP, a limited liability Partnership Firm by a Deed of Conveyance registered with sub registrar of Assurances at Ahmedabad (4) (Paldi) under serial No. 6005 dated 06-04-2022;

AND WHEREAS since then, immovable property being a Residential Bungalow admeasuring 364.65 sq. meters constructed on Non-Agricultural land bearing Final Plot No. 623/20 admeasuring 669 square meters, comprised in Town Planning Scheme No. 3/6 is owned and occupied by M/s. Ariya Realty LLP, a limited liability Partnership Firm;

AND WHEREAS, the Vendor M/s. Ariya Realty LLP, a limited liability Partnership Firm has demolished the construction of residential bungalow and proposed to develop a scheme comprised of total 10 Residential units, 2 units on each floor, in a five storied - High Rise buildings with facilities of common amenities, and services on the said Land to be known as “AIKYA TWO” (hereinafter referred to as “the said Scheme/Project”), more particularly described in SCHEDULE-A hereunder written;

AND WHEREAS the development layout plan was sanctioned pursuant to which Commencement Letter bearing no. 06485/200422/A5994/R0/M1 dated 02.07.2022 for construction of residential units on the said land was issued by the Ahmedabad Municipal Corporation;

AND WHEREAS the Owners are entitled and enjoined upon to construct the Scheme on the Project Land and development and construction of the said

Scheme has been carried out by the Owners in accordance with the rules, regulations and resolutions of the Local Authority;

AND WHEREAS the Vendor has registered the said Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the said "Act") and the Gujarat RealEstate (Regulation and Development) (General) Rules, 2017; (hereinafter referred to as the said "Rules") with the Real Estate Regulatory Authority at Ahmedabad (hereinafter referred to as the said "Authority") and the said Authority has issued a Registration Certificate of Project dated _______ bearing reference no. ______________________________. A copy of the said Registration Certificate is annexed herewith at Annexure-B.

AND WHEREAS, the Proposed Purchaser desires to acquire and purchase one apartment in the scheme of "AIKYA TWO" owned and constructed by the Vendor and has selected Flat No. _____ which is on the _______ Floor of the Building (hereinafter referred to as the "Said Flat");

AND WHEREAS being the owner of the said scheme the Vendor has sole and exclusive right to sell the apartments of the said scheme "AIKYA TWO" being constructed by the Vendor on the project land and to enter into Agreement/s with the Proposed Purchaser(s)/s of the Flats/Units and to receive the sale consideration agreed with the purchaser in respect thereof;

AND WHEREAS on demand from the Proposed Purchaser, the Vendor has given inspection to the Proposed Purchaser of all the documents of title relating to the project land and the plans, designsand specifications prepared by the Vendor's Architects Mr. Hardik Patel 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 Proposed Purchaser has satisfied himself/herself in respect of the same;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate Mr. Shalin N. Parikh of Messrs P.H.Parikh & Co. of the Vendor, authenticated copies of extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Vendor to the project land on which the scheme of "AIKYA TWO" is being constructed, together with Affidavit cum Declaration duly executed in "Form B" under Rule 3 (4) of the Gujarat Real Estate (Regulation and Development) General Rules, 2017, concerning legal title of the concerned land as well as no- encumbrances have also been inspected by the Proposed Purchaserand has got himself/herself fully satisfied in respect to the same;

AND WHEREAS the authenticated copies of the plans of the Layoutas approved by the concerned Local Authority has been inspected by the Proposed Purchaser;

AND WHEREAS the authenticated copies of the plans of the Layoutas proposed by the Vendor and according to which the construction of the buildings and open spaces are proposed to be provided in thesaid project have also been inspected by the Proposed Purchaser;

AND WHEREAS the authenticated copies of the plans and specifications of the Flat agreed to be purchased by the Proposed Purchaser have also been annexed and marked as Annexure “A”;

AND WHEREAS the Vendor has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations and sections of the said building/s and shall obtain the balance approvals from various authorities from time to time, whichare necessary to obtain Building Completion Certificate or Occupancy Certificate of the said Building;

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

AND WHEREAS the Vendor has accordingly commenced construction of the said scheme “AIKYA TWO” in accordance with the said sanctioned proposed plans;

AND WHEREAS the Proposed Purchaser has applied to the Vendor to purchase a Flat No. ______ which is on _____ Floor of the said Project;

AND WHEREAS the carpet area of the said Apartment is _____ sq.mtrs. where "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areasunder services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment.

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 thisAgreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Proposed Purchaser has paid to the Vendor a sum of Rupees Rs. ______/- (Rupees ____________________ Only) being part payment of the sale consideration of the Apartment agreed to be sold by the Vendor to the Proposed Purchaser as advance payment or Application Fee (the payment and receipt whereof the Vendor doth hereby admit and acknowledge) hereunder written;

Amount	Particular
	(Rupees ____________________ Only) paid by Cheque No. _______ dated _______ drawn on __________ Bank, ________ Branch, Ahmedabad in favour of Vendor as advance payment.
	(Rupees ________ Only) paid to Income Tax Department towards payment of Tax Deducted at Source as per the provisions of section 194-IA, of the Income Tax Act, 1961.
	Total Amount Received

Total Received Rs. ______/- (Rupees ____________ Only)
And the Proposed Purchaser has agreed to pay to the Vendor the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the Vendor is required to execute a written Agreement for sale of said Flat with the Proposed Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreementand as mutually agreed upon by and between the Parties, the Vendor hereby agrees to sell and the Proposed Purchaser hereby agrees to purchase the one apartment with specified __ car parking space at total consideration of ₹ ______/- (Rupees __________ Only) (exclusive of any government Taxes & levies if any).;

<u>NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:</u>

1. The Vendor is constructing the said scheme “AIKYA TWO” consisting of ground floor and Five upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority i.e. AMC from time to time. Provided that the Vendor shall have to obtain prior consent in writing of the Proposed Purchaser in respect of variations or modifications which may adversely affect the Flat of the Proposed Purchaser except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Proposed Purchaser hereby agrees to purchase from theVendor and the Vendor hereby agrees to sell to the Proposed Purchaser Flat No. ____ admeasuring carpet area of ____ sq. mtr. on ______ Floor with proportionate share or undivided interest in the said land (hereinafter referred to as "The Flat") for the total consideration of ₹ ________/- (Rupees ______________ Only) which is inclusive charges being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule “B” annexed herewith. (the price of the Flat including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Proposed Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Proposed Purchaser hereinafter written;

Sr.No.	Description	Area in Sq.Mtr.	Forming part of the Flat for the consideration of Rs.
1	__- Balcony/ verandah		---------
2	__ -Balcony / wash		---------
3	Undivided share of open terrace	-----	---------
4	Open Parking spaces bearing nos____situated at Basement and/or stiltand being constructed in the	-----	---------

	layout		
5	Covered Parking spaces bearing Nos_______situated at Basement and/or stilt and being constructed in the layout	-----	---------

1(b) The total aggregate consideration amount for the Flat mentioned herein above from clause 1 a (i) to (ii) is thus ₹ _______/-.

1(c) The Proposed Purchaser has paid on or before execution of thisagreement a sum of ₹ ______/- (Rupees __________ Only)(not exceeding 10% of the total consideration) as advance paymentor application fee and hereby agrees to pay to that Vendor the balance amount of ₹ ________/- (Rupees _____________ Only) in the following manner:-

SR. NO.	AMOUNT RS.	PERCENTAGE %	DESCRIPTION
1	Rs. _______/- + GST	30 % of the total balance consideration	To be paid to the Vendor after execution ofAgreement.
2	Rs. _______/- + GST	45 % of the total balance consideration	To be paid to the Vendor on completion of the Plinth of the building or wing in which the said Flat is located.
3	Rs. _______/- + GST	70 % of the total balance consideration	to be paid to the Vendor on completion of the slabs upto __ floor including podiums and stilts of the building or wing in which the said Flat is located.

4	Rs. _______/- + GST	75 % of the total balance consideration	to be paid to the Vendor on completion of the walls, internal plaster, internal plumbing, electrical piping of the said Flat
5	Rs. _______/- + GST	80 % of the total balance consideration	to be paid to the Vendor on completion of external plaster, lift wells, lobbies upto the floor level of the said Flat.
6	Rs. ________/- + GST	85 % of the total balance consideration	To be paid to the Vendor on completion of floorings doors and windows, Sanitary fittings, staircases, external plumbing, elevation, terraces with waterproofing, of the building or wing in which the said Flat is located.
7	Rs. ________/- + GST	95 % of the total balance consideration	to be paid to the Vendor 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 Flat is located
8	________/- + GST	balance consideration	against and at the time of handing over of the possession of the Flat to the Proposed Purchaser 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 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 and carrying out the Project payable by the Vendor) up to the date of handing over the possession of the apartment, which shall be separately payable by the Proposed Purchaser in the manner as may be decided by the Vendor. In addition to the sale price agreed hereinabove theProposed Purchaser shall also be liable to pay on or before the completion of sale) a) Maintenance Deposit ₹ ______/- b) Amount of stamp duty, registration charges and legal fees expensedthat may be payable on actual basis and c) Running Maintenance for 2 years from date of B.U. Permission of Rs. _____/-.

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 otherincrease 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 Proposed Purchaser 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 demandletter being issued to the proposed purchaser, which shall only be applicable on subsequent payments.

1(f) The Vendor shall confirm the final carpet area that has been allotted to the Proposed Purchaser after the construction of the Building is completed and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any,in the carpet area, subject to a variation cap of three percent.

The total price payable for the carpet area shall be recalculated upon confirmation by the Vendor. If there is any reduction in the carpet area within the defined limit then Vendor shall refund the excess money paid by Proposed Purchaser within forty-five days with annual interest at the rate of SBI MCLR + 2%, from the date when such an excess amount was paid by the Proposed Purchaser. If there is any increase in the carpet area allotted to Proposed Purchaser, the Vendor shall demand additional amount from the Proposed Purchaser and to be paid by Proposed Purchaser within forty-five days with annual interest at the rate of SBI MCLR + 2%, from the date when such increase in the carpet area is not adjusted as per the next milestone of the Payment Plan.

All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause1(a) of this Agreement.

1(g) The Proposed Purchaser authorizes the Vendor to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her nameas the Vendor may in its sole discretion deem fit and the Proposed Purchaser undertakes not to object/demand/direct the Vendor to adjust his payments in any manner. Note: Each of the installments mentioned in the sub clause (ii) and (iii) shall be further sub-divided into multiple installments linked to number of basements floors in case of multi-storied building.

2.1 The Vendor hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the timeof sanctioning the said plans or thereafter and shall, before handingover possession of the apartment to the Proposed Purchaser, obtain from the concerned local authority occupancy and/or completioncertificates in respect of the apartment.

2.2 Time is essence for the Vendor as well as the Proposed Purchaser. The Vendor shall abide by the time schedule for completing the project and handing over the Flat to the Proposed Purchaser and the common areas to the Proposed Purchasers afterreceiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Proposed Purchaser shall make timely payments of the installments and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Vendor as provided in clause 1 (c) herein above. (“Payment Plan”).

3. The Vendor hereby declares that the Floor Space Index availableas on date in respect of the project land is 2676.00 Sq. Mtrs. only and Vendor has planned to utilize Floor Space Index of 518.21 Sq. Mtrs. by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing variousscheme 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 1722.41 Sq. Mtrs. as proposed to be utilized by him on the project land in the said Project and Proposed Purchaser has agreed to purchase the said Flat based on the proposed

construction and sale of Flats to be carried out by the Vendor by utilizing the proposed FSI and on the understanding thatthe declared proposed FSI shall belong to Vendor only.

4.1 If the Vendor fails to abide by the time schedule for completingthe project and handing over the apartment to the ProposedPurchaser, the Vendor agrees to pay to the Proposed Purchaser, who does not intend to withdraw from the project, interest at the rate of SBI MCLR + 2% per annum, on all the amounts paid by the Proposed Purchaser, for every month of delay, till the handing over of the possession. The Proposed Purchaser agrees to pay to the Vendor, interest at the rate of SBI MCLR + 2% per annum, on all the delayed payment which become due and payable by the Proposed Purchaser to the Vendor under the terms of this Agreement from the date the said amount is payable by the Proposed Purchaser(s) to the Vendor.

4.2 Without prejudice to the right of Vendor to charge interest in terms of sub clause-4.1 above, on the Proposed Purchaser committing default in payment on due date of any amount due and payable by the Proposed Purchaser to the Vendor under thisAgreement (including his/her proportionate share of taxes levied byconcerned local authority and other outgoings) and on the Proposed Purchaser committing three defaults of payment of installments, theVendor shall at his own option, may terminate this Agreement: Provided that, Vendor shall give notice of fifteen days in writing to the Proposed Purchaser, by Registered Post AD at the address provided by the Proposed Purchaser and mail at the e-mail addressprovided by the Proposed Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms andconditions in respect of which it is intended to terminate theAgreement. If the Proposed Purchaser fails to rectify the breach orbreaches mentioned by the Vendor within the period of notice then at the end of such notice period, Vendor shall be entitled toterminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Vendor shall refund to the Proposed Purchaser/Bank (subject to adjustment and recovery of SBI MCLR + 2% of the agreed consideration of the flat) within a period of thirtydays of the termination, the installments of sale consideration of theFlat which may till then have been paid by the Proposed Purchaserto the Vendor.

5. The Vendor shall give possession of an apartment to the ProposedPurchaser on or before 31-12-2024. If the Vendor fails or neglects to give possession of the Flat to the Proposed Purchaser on accountof reasons beyond his control and of

his agents by the aforesaid date then the Vendor shall be liable on demand to refund to the Proposed Purchaser the amounts already received by him in respect of the Flat with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Vendor received the sumtill the date the amounts and interest thereon is repaid. Provided that the Vendor shall be entitled to reasonable extension of time forgiving delivery of Flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of

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

7.1 Procedure for taking possession - The Vendor, upon obtaining the building use permission from the competent local authority AMC and the payment made by the Proposed Purchaser as per the agreement shall offer in writing the possession of an apartment, to the Proposed Purchaser in terms of this Agreement to be taken within 3 (three months) from the date of issue of such notice and the Vendor shall give possession of an apartment] to the Proposed Purchaser. The Vendor agrees and undertakes to indemnify the Proposed Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor. The Proposed Purchaser agree(s) to pay the maintenance charges as determined by the Vendor or service society/association of ProposedPurchasers will be formed for, as the case may be. The Vendor on his behalf shall offer the possession to the Proposed Purchaser in writing within 7 days of receiving the building use permission of the Project.

7.2 The Proposed Purchaser shall take possession of the Flat within 15 days of the written notice from the Vendor to the Proposed Purchaser intimating that the said Flats are ready for use and occupancy:

7.3 Failure of Proposed Purchaser to take Possession of an apartment: Upon receiving a written intimation from the Vendor asper clause 7.1, the Proposed Purchaser shall take possession of the Flat 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 Flat to theProposed Purchaser. In case the Proposed Purchaser fails to take possession within the time provided in clause 7.1 such Proposed Purchaser shall continue to be liable to pay maintenance charges asapplicable.

7.4 If within a period of five years from the date of handing over the Flat to the Proposed Purchaser, the Proposed Purchaser brings to the notice of the Vendor any structural defect in the Flat or the building in which the Flat 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 costand in case it is not possible to rectify such defects, then the Proposed 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. The Proposed Purchaser shall use the Flat or any part thereof or permit the same to be used only for purpose of residence. He/she/itshall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Proposed Purchaser along with other Proposed Purchaser(s)sof the apartments in scheme agreed to become member of servicesociety, to be formed for the purpose of looking after the maintenance of the general services and common areas and properties to be used and enjoyed by owners of the Flats of “AIKYA TWO”. The Proposed Purchaser has agreed to pay tothe Vendor the maintenance deposit of ₹ _______/- (Rupees _______________ only) and become member of the saidService Society on taking over the possession of the Flat and on execution of the deed of conveyance in his/her/its favour by the Vendor. The amount of deposit received from owners of each Flat by the Vendor shall be entrusted to the said Service Society.

9.1 Within 15 days after notice in writing is given by the Vendor tothe Proposed Purchaser that the Flat is ready for use and occupancy,the Proposed Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat)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.

The Proposed Purchaser shall pay to the Vendor such proportionateshare of outgoings as may be determined. The Proposed Purchaser further agrees that till the Proposed Purchaser's share is so determined the Proposed Purchaser shall pay to the Vendor provisional monthly contribution of ₹ ____/- per month towardsthe outgoings. The amounts so paid by the Proposed Purchaser to the Vendor shall not carry any interest and remain with the Vendorand the same shall be utilized for maintenance of the society for a period of 24 months from the date of B.U. Permission for which theVendor shall not be liable to give any accounts in respect thereof.

10. Over and above the amounts mentioned in the agreement to bepaid by the Proposed Purchaser, the Proposed 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 bedetermined by the Vendor and which are not covered in any other provisions of this agreement.

11. At the time of registration of deed of conveyance of the said flatthe Proposed Purchaser shall pay the costs of stamp duty and registration fees or any taxes, cess or charges may be levied by the Local Authority or State or Central Government and legal fees expenses that may be incurred by the vendor for such conveyanceand its registration.

12. REPRESENTATIONS AND WARRANTIES OF THE VENDOR

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

i. The Vendor has clear and marketable title with respect to the project land; as declared in the title report and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project andshall 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 declaration of form-B submitted along with registration;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/s 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/s shall be obtained by following due process of law and the Vendor has been and shall, atall times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/s and common areas;

vi. The Vendor has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby theright, title and interest of the Proposed Purchaser created herein, may prejudicially be affected;

vii. The Vendor has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, includingthe Project and the said Flat which will, in any manner, affect the rights of Proposed Purchaser under this Agreement;

viii. The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said Flat to the Proposed Purchaser in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structureto the association of Proposed Purchasers the Vendor shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Proposed Purchasers; viz. Service Society.

x. The Vendor has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities until the time of giving possession of the same to the Proposed Purchaser.

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Vendor in respect of the project land and/or the Project except those disclosed in the title report.

13. The Proposed Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Flat may come, hereby covenants with the Vendor as follows :-

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

ii. Not to store in the Flat 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 Flat 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 Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Proposed Purchaser in this behalf, the Proposed Purchaser shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Vendor to the Proposed Purchaser and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat 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 Proposed Purchaser committing any act in contravention of the above provision, the Proposed Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Flat 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 Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of thebuilding in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances theretoin good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in whichthe Flat is situated and shall not chisel or in any other manner causedamage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat without the prior written permissionof the Vendor and/or the Service Society/ non registered associationof persons.

v. Not to do or permit to be done any act or thing which may rendervoid or voidable any insurance of the project land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the Flat is situated.

vii. 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 Flat is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the ProposedPurchaser for any purposes other than for purpose for which it is sold.

ix. The Proposed Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the ProposedPurchaser to the Vendor under this Agreement are fully paid up.

x. The Proposed Purchaser shall observe and perform all the rules and regulations which the Service Society 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 saidscheme and the Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for thetime being of the concerned local authority and of Government andother public bodies.

The Proposed Purchaser shall also observe and perform all the stipulations and conditions laid down by the Service Society regarding the occupancy and use of the Flat in the Building and shallpay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. The consideration price of the said property is one compact and composite consideration price. The purchaser shall not be entitled for any running or final bill or estimate of land contribution, construction contribution, common development or any other separate detailed particulars of the consideration. However, the vendor for relevant purposes of accounting or other requirements may split the same into different components for different account purpose.

xii. The purchaser shall not have any objection if any portion of the said project land is handed over to the electric supply company for putting an electric sub-station or other infrastructure and the promoter shall be entitled to give such part of the project land to thesaid company or any other body for such purpose on such terms andconditions as may be agreed between the vendor and the said company and the same shall be binding on the purchaser and the said project management body.

xiii. The purchaser hereby acknowledges that even after the management body has been formed with respect to the said projectthe vendor shall be entitled to sell or in any other manner transfer the unsold units in the said project to any third party on such terms and conditions as it may deem fit and such purchaser / transferee of un-sold units shall be entitled to become member of the management body and use all common areas and facilities in the project at par with other unit purchaser.

xiv. The Proposed Purchaser shall permit the Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. The Proposed Purchaser shall permit the Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

14. The Vendor shall maintain a separate account in respect of sums received by the Vendor from the Proposed Purchaser as advance ordeposit, sums received on account of the share capital for the promotion of the Co-operative Housing Service Society towards the out goings, legal charges and shall utilize the amounts only for thepurposes for which they have been received.

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

16. VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Vendor executes this Agreement, they shall not mortgage orcreate a charge on the Flat and if any such mortgage or charge ismade or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shallnot affect the right and interest of the Proposed Purchaser who hastaken or agreed to take such Flat.

17. BINDING EFFECT:

Forwarding this Agreement to the Proposed Purchaser by theVendor does not create a binding obligation on the part of the Vendor or the Proposed Purchaser until, firstly, the Proposed Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Proposed Purchaser and secondly, appears for registration of the same beforethe concerned Sub- Registrar as and when intimated by the Vendor.If the Proposed Purchaser(s) fails to execute and deliver to the Vendor this Agreement within 30 (thirty) days from the date of its receipt by the Proposed Purchaser and/or appear before the Sub- Registrar for its registration as and when intimated by the Vendor, then the Vendor shall serve a notice to the Proposed Purchaser forrectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Proposed Purchaser, application of the Proposed Purchaser shall be treated as cancelled and all sums deposited by the Proposed Purchaser in connection therewith including the booking amount shall be returned to the Proposed Purchaser without any interest or compensation whatsoever.

18. 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 Flat/plot/building, as the case may be.

19. RIGHT TO AMEND:

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

20. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PROPOSED PURCHASER / SUBSEQUENT PROPOSED PURCHASERS:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Proposed Purchasers of the Flat, in case of a transfer, as the said obligationsgo along with the Flat for all intents and purposes.

21. SEVERABILITY:

If any provision of this Agreement shall be determined to be void orunenforceable 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 Regulationsmade thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid andenforceable as applicable at the time of execution of this Agreement.

22. METHOD OF CALCULATION OF PROPORTIONATE SHAREWHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Proposed Purchaser has to make any payment, in common with other Proposed Purchaser(s) in Project, the same shall be in proportion tothe carpet area of the Flat/Plot to the total carpet area of all the Flats/Plots in the Project.

23. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliverto 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 Vendor through himself at the Vendor's Office, in after the Agreement is duly executed by the Proposed 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 Ahmedabad.

25. The Proposed Purchaser and/or Vendor shall present thisAgreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Vendor or his power of attorney holder willattend such office and admit execution thereof.

26. That all notices to be served on the Proposed Purchaser and theVendor as contemplated by this Agreement shall be deemed to havebeen duly served if sent to the Proposed Purchaser or the Vendor by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

- Name, Address and Email Address of the Proposed Purchaser:-

  ____

  ____

  Email:

- Name, Address and Email Address of the Vendor:-
  M/s. ARIYA REALTY LLP,
  A Limited Liability Partnership Firm through its authorized Partner
  Mr. ______________________

________________________________, Satellite, Ahmedabad-380 015.

It shall be the duty of the Proposed Purchaser and the Vendor toinform 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 Vendoror the Proposed Purchaser, as the case may be.

27. JOINT PROPOSED PURCHASERS:-

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

28. STAMP DUTY AND REGISTRATION:-

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

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 Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

30. 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 for sale atAhmedabad in the presence of attesting witness, signing as such onthe day first above written.

SCHEDULE-“A”

All that Non-Agricultural land bearing Final Plot No. 623/20 admeasuring 669 square meters, comprised in Town Planning Scheme No. 3/6, situated, lying and being at Mouje: Kochrab, Taluka: Sabarmati, District: Ahmedabad within Jurisdiction of Registration Sub-District Ahmedabad-(4) (Paldi) and bounded as under :-

On or towards North: 30 Feet Road

On or towards South: F.P. Nos 622/2 and 622/3

On or towards East: F.P. No 623/21

On or towards West: F.P. No 623/19

SCHEDULE-"B"

The price of the Flat including the proportionate price of thecommon areas and facilities and parking spaces shown hereunder:-

Sr. No	Description	Area in Sq.Mtr.	Forming part of the Flat for the consideration of
1	__-Balcony / verandah		-----
2	__-Wash/Balcony/ verandah		-----
3	Undivided share of open terrace	-----	-----
4	Open Parking spaces bearing No. __ situated at Basement and/or stilt and being constructed in the layout	-----	-----
5	Other area of the flat-carpet		Rs.________/-
6	Total Consideration	-----	Rs.________/-
7	Maintenance Deposit	-----	Rs.________/-
8	Stamp Duty + Registration fees + other direct or indirect taxes	-----	As per prevailing law

SCHEDULE-"C"
(PROPERTY UNDER SALE)

All that immovable property of Flat No. _____ on the _____ Floor of Tower __ admeasuring ____ sq. mtrs., carpet area (carpet means net usable floor area of the Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the Flat) along with wash/balcony admeasuring ____ Sq. Mtrs. area of construction in the scheme to be known as “AIKYA TWO”, with all proportionate rights of common areas and facilities as owner and member-share holder of proposed Service Society/Association of Persons, to be formed for maintenance of the property of “AIKYA TWO” with proportionate undivided, ownership rights, title and interest of _____Sq.Mtrs. constructed on Non-Agricultural land bearing Final Plot No. 623/20 admeasuring 669 square meters, comprised in Town Planning Scheme No. 3/6 uponwhich the scheme of “AIKYA TWO” is being constructed. The said Flat No. _____ is bounded as follows:-

By North:-
By South:-
By East:-
By West:-

ANNEXURE -A

(Authenticated copies of the plans and specifications of the Flat agreed to be purchased by the Proposed Purchaser as approved by the concerned local authority)-attached herewith.

ANNEXURE –B

(Authenticated copy of the Registration Certificate of the Projectgranted by the Real Estate Regulatory Authority)-attached herewith.

ANNEXURE – C

(Specification and amenities for the Flat)

RECEIPT

Received of and from the Proposed Purchaser above named the sumof Rupees ______/- on execution of this agreement towards application fee and

Consideration I say received.

____

M/s. ARIYA REALTY LLP

through its authorized Partner

Mr. ______________

Signed, Sealed and Delivered

by the within named "Vendor"

M/s. ARIYA REALTY LLP

through its authorized Partner

_____________________________ ______________

in the presence of ....

1.________________________________

2.________________________________

Schedule under Section 32 (a) of the Registration Act

M/s. ARIYA REALTY LLP

through its authorized Partner

[Vendor]

[Proposed Purchaser]