

**AGREEMENT FOR SALE
WITHOUT POSSESSION
RERA REGISTRATION NO. PR/GJ/KHEDA/MEHMEDABAD/
AUDA/MAA...../.....**

This Agreement for Sale (the “Agreement”) is entered into on this day of
....., at Mahemdavad.

BY AND BETWEEN

“Shreeji Jalaram Estate and Developers” A Proprietary Firm, (PAN : ADNPT 7649
A) Represented through it’s Sole Proprietor, Nilesh Hasmukhbhai Thakkar, Age-48,
Hindu by Religion, Occupation : Business, Res. At : G-55/649, Shivam Apartment, Nr.
Bhavsar Hostel, Nava Vadaj, Ahmedabad; (hereinafter referred to as the **“Party of the
First Part”** or **“Said Firm”** which expression shall mean and include the Party of the
First Part and his legal heirs, legal representatives, successors, agents, executors, assigns,
administrators, etc) of ONE PART;

AND

.....
Age-..... years, Hindu by religion, Occupation-.....,
(PAN NO.)
Residing at :
.....

(hereinafter referred as the **“Party of the Second Part”** or **“Prospective Purchaser”**
(which expression shall mean and include his/her/their legal heirs, representatives,
executors, successors, survivors) of the SECOND PART.

WHEREAS, the Multi-purpose Non Agricultural Land admeasuring 2194 Sq.mts.,
bearing Sub-Plot No. 1 of Final Plot No.234 (Total admeasuring 4128 sq.mts.) of Draft
T.P. Scheme No. 1 (Mahemdavad-Khatraj) allotted in lieu of Land bearing Revenue
Survey No. 205-1 admeasuring 2529 Sq.Mts., situate, lying and being at Mouje-
Mahemdavad, Taluka- Mahemdavad, in the Registration District of Kheda, and Sub-
District of Mahemdavad and more particularly described in the **Schedule-A** here
underwritten and herein referred to as **“Said Land”**, is belonging to and is in the
independent and absolute ownership of the Party of the First Part i.e. **“Shreeji Jalaram
Estate and Developers”** a Proprietary Firm.

AND WHEREAS, Shreeji Jalaram Estate and Developers, purchased the Multi-
purpose Non Agricultural Land admeasuring 2194 Sq.mts., bearing Sub-Plot No. 1 of
Final Plot No.234 (Total admeasuring 4128 sq.mts.) of Draft T.P. Scheme No. 1
(Mahemdavad-Khatraj) allotted in lieu of Land bearing Revenue Survey No. 205-1
admeasuring 2529 Sq.Mts. situate, lying and being at Mouje-Mahemdavad, Taluka-

Mahemdavad, in the Registration District of Kheda, and Sub-District of Mahemdavad, from its erstwhile owners, (1) Bharatkumar Parshottamdas Bhinde, (2) Janakkumar Parshottamdas Bhinde, (3) Pratapbhai Parshottamdas Bhinde, (4) Jigneshkumar Rameshchandra Bhinde, (5) Kishorebhai Vasantbhai Bhinde, and (6) Ashishbhai Deepakbhai Bhinde, vide a Sale Deed dated 21-01-2021, registered at the Sub-Registrar of Assurances in the Registration District of Kheda and Sub-District of Mahemdavad, bearing Sr. No. 2561, registered on the same day. An entry to that effect has been entered in the Revenue Records vide Mutation Entry No.22609 dated 02-11-2021, certified by the concerned authority.

AND WHEREAS, Accordingly, M/s Shreeji Jalaram Estate and Developers is the absolute owner and possessor of the Said Land.

AND WHEREAS, as per the Town Planning Scheme No. 1 (Mahemdavad-Khatraj) the said Survey no. 205/2 admeasuring 4351 sq mtrs. alongwith Survey no. 205/1 admeasuring 2529 sq.mtrs, both together total admeasuring 6880 sq.mtrs.has been allotted Final Plot no. 234 admeasuring 4128 sq mtrs. The said Final Plot has been subdivided vide Order of AUDA bearing reference No. PRM/258/6/2019/ 352 dated 07-08-2019 and land admeasuring 2194 sq mtrs. has been allotted Sub-Plot no. 1. owned and possessed by the said firm.

AND WHEREAS, The Collector of Kheda, vide order No. 399/ 16/05/078/2021, dated 12-04-2021 granted the Non-Agricultural Use Permission for Multiple purpose in respect of the Said Land. An entry to that effect has been entered in the Revenue Records vide Mutation Entry No.22258 dated 12-04-2021, certified by the concerned authority.

AND WHEREAS, the Said Firm has launched a residential and commercial scheme on the Said Land by name “**SHREEJI KRISHNA VIHAR**” (hereinafter referred as “**Said Scheme**”) and prepared the layout and other construction plans in respect thereof.

AND WHEREAS, the Construction and layout Plans in respect of the Said Scheme on the Said Land have been approved by the Senior Town Planner of the Ahmedabad Urban Development Authority (AUDA), and the commencement Letter has been issued bearing no.PRM/156/10/2021/4, dated 7/1/2022 having 3 (Three) Blocks, 5 floors (Five = Ground +Four) Floors, and 1 (One) Basements alongwith various facilities and amenities in the common areas of the Said Land.

AND WHEREAS, The Party of the Second Part had approached the Party of the First Part, and visited the site area as a Prospective Purchaser of a Unit in the Said Scheme. Whereas the Party of the Second Part having inspected all the documents, compliances, permissions, orders, site plans, Title report, Title Certificate, Drawings,

specifications, use of materials, design, brochures etc. and such other documents as specified under the RERA Act, Rules and Regulations thereunder, pertaining to the Said Scheme and the Said Land and having satisfied himself/herself/itself fully in relation to all of these has/have agreed to purchase the **residential/commercial** Unit of the Said Scheme **“SHREEJI KRISHNA VIHAR”**.

And whereas the Party of the Second Part has/have agreed to purchase and the Party of the First Part has agreed to sell the **Flat/ Shop being No.....** admeasuring Sq.Ft. i.e. Sq.Mtrs. carpet area, (being Sq.Ft. i.e..... Sq.Mtrs. Super built up area), on Floor in the Said Scheme with proportionate undivided land share admeasuring Sq.Ft. i.e. Sq. Mts., in the Said Land together with right to use common amenities, facilities, services jointly with other unit holders (hereinafter referred as **“Said Property”** and more particularly described in the **“Schedule-B”**), at the Total Consideration price of **Rs...../- (Rupees Only) including the proportionate price of the common areas together with right to use common amenities and facilities appurtenant to the Said Property** (Hereinafter referred to as **“Total Consideration”**) (excluding Electricity charges, Service tax, VAT, Cess local taxes, GST, AUDA charges etc. and any other local or central taxes, charges or levies that the government levies or may levy from time to time and legal expenses pertaining to the Said Property pursuant to its sale) on the following terms and conditions.

AND WHEREAS **“Carpet Area”** herein means the net usable floor area of an apartment, 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 apartment.”

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Party of the First Part hereby agrees to sell and the Party of the Second Part hereby agrees to purchase the Said Property.

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES OF THIS AGREEMENT AS FOLLOWS:

- (1) It is hereby agreed that the Said Property being **Flat/Shop** being admeasuring **Sq.Ft. i.e. Sq.Mtrs.** carpet area, (being **Sq.Ft. i.e..... Sq.Mtrs.** Super built up area,) on **Floor** in the Said Scheme with proportionate undivided land share admeasuring **Sq.Ft. i.e. Sq. Mts.**, in the Said Land together with right to use common amenities, facilities, services jointly with other unit holders, is agreed to be sold by the Party of the First Part and purchased by the Party of the Second Part for the Said Total Consideration of **Rs...../- (Rupees Only) including the proportionate price of the common areas and right to use common amenities**

and facilities appurtenant to the Said Property, which is to be paid by the Party of the Second Part, within the time limit fixed as per this Agreement, and this term is the essence of this Agreement and that the Party of Second Part shall have no right, title or interest whatsoever in the Said Property or any part thereof, until the full payment of Total Consideration amount and other expenses, taxes etc. as may be applicable is paid and the Sale Deed is executed by the Party of the First Part in favour of Party of the Second Part.

(2) The Party of the Second Part have/has paid the following amount which includes the Earnest Money Deposit of the Said Property which is detailed as follows :-

Sr.No.	Details	Amount(Rs.)
1.	Rupees Only being received by Cheque No....., dated, of Bank, Branch, from the Party of the Second part. (Earnest Money deposit)	Rs...../-
Total Rupees Only		Rs...../-

The payment and receipt whereof the Party of the First part doth hereby admit and acknowledge to the Party of the Second Part.

It has been expressly agreed between the parties that 10% of the Total Consideration shall be the interest free Earnest Money Deposit paid in pursuance to this agreement.

(3) The remaining consideration shall be paid by the Party of the Second Part to the Party of the First Part, in the following manner:-

Payment Plan:

- (i) Amount of Rs..... (Rs.....only)
(not exceeding 30% of the total consideration) to be paid to the Vendor after the execution of this Agreement.
- (ii) Amount of Rs..... (Rs.....only) (not exceeding 45% of the total consideration) to be paid to the Vendor on completion of the Plinth of the said scheme.

- (iii) Amount of Rs..... (Rs.....only)
(not exceeding 70% of the total consideration) to be paid to the Vendor on completion of the slabs including podiums and stilts of the building.
- (iv) Amount of Rs..... (Rs.....only)
(not exceeding 75% of the total consideration) to be paid to the Vendor on completion of the walls, internal plaster, floorings, doors and windows of the said Property.
- (v) Amount of Rs..... (Rs.....only)
(not exceeding 80% of the total consideration) to be paid to the Vendor on completion of the Sanitary fittings, staircases, lift walls, lobbies upto the floor level of the said Property.
- (vi) Amount of Rs..... (Rs.....only)
(not exceeding 85% of the total consideration) to be paid to the Vendor on completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the building.
- (vii) Amount of Rs..... (Rs.....only)
(not exceeding 95% of the total 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 in said schem as prescribed in this Agreement of sale.
- (viii) Balance Amount of Rs.....(Rs.....only) against and at the time of handing over of the possession of the Property to the Purchaser on or after receipt of B.U.Permission/completion certificate.

- (4) The Party of the Second Part shall make the payment of the Total Consideration as per the Payment Plan and/or as per the intimation in writing given by the Party of the First Part to the Party of the Second Part, of the amounts payable as may be agreed from time to time and the Party of the Second Part shall make payment demanded within the time and in the manner specified therein and this term is the essence of the contract.

Non- payment of the amounts demanded by the Party of the First Part on the designated timelines shall constitute a default under this Agreement and liable to consequences as mentioned at **clause 11** herein.

- (5) The Consideration as stated above excludes Electricity charges, Service tax, VAT, GST, Cess local taxes, AUDA charges etc. and any other local or central taxes, charges or levies that the government levies or may levy from time to time and legal expenses pertaining to the Said Property pursuant to its sale upto the date of handing over the possession of the Said Property which shall separately be

payable by the Party of the Second Part in the manner as may be decided by the Party of the First Part.

- (6) The Total Consideration 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.
- (7) The Party of the First Part shall confirm the final carpet area that has been allotted to the Party of the Second Part after the construction of the building comprising of the Said Property is complete and the BU Permission 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 Party of the First Part. If there is any increase in the carpet area allotted to the Prospective Purchaser, the Said Firm shall demand additional amount from the Prospective Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause (1) of this Agreement.
- (8) The Prospective Purchaser authorizes the Said Firm to adjust/appropriate all payments made by him/her/their under any head(s) of dues against lawful outstanding, if any, in his/her/ their name as the Said Firm may in its sole discretion deem fit and the Prospective Purchaser undertakes not to object/ demand/direct the Said Firm to adjust his/her/their payments in any manner.
- (9) Time is essence for the Said Firm as well as the Prospective Purchaser. The Said Firm shall abide by the time schedule for completing the project and handing over the Said Property to the Prospective Purchaser .

Similarly, the Prospective Purchaser shall make timely payments of the instalment and other dues payable by him/her/their and meeting the other obligations under this Agreement.

- (10) If the Said Firm fails to abide by the time schedule for completing the Said Scheme and handing over the Said Property to the Prospective Purchaser, the Said Firm agrees to pay to the Prospective Purchaser, who does not intend to withdraw from the project, interest at the rate of SBI's MCLR + 2% prevailing at that time per annum, on all the amounts paid by the Prospective Purchaser, for every month of delay, till the handing over of the possession. The Prospective Purchaser agrees to pay to the Said Firm, interest at the rate of SBI's MCLR + 2% prevailing at that time per annum, on all the delayed payment which become due and payable by the Prospective Purchaser to the Said Firm under the terms of this Agreement from

the date the said amount is payable by the Prospective Purchaser(s) to the Said Firm.

- (11) Without prejudice to the right of Said Firm to charge interest in terms of clause 10 above, on the Prospective Purchaser committing default in payment on due date of any amount due and payable by the Prospective Purchaser to the Said Firm under this Agreement (including him/her/their proportionate share of taxes levied by concerned local authority and other outgoings) or on the Prospective Purchaser committing a default in payment of instalments, the Said Firm is entitled to forfeit the Earnest Money Deposit and shall at its own option, may terminate this Agreement:

Provided that, the Said Firm shall give notice of fifteen days in writing to the Prospective Purchaser, of his/her/their intention to terminate this Agreement and of the breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Prospective Purchaser fails to rectify the breach or breaches mentioned by the Said Firm within the period of notice then at the end of such notice period, the Said Firm shall be entitled to terminate this Agreement and sell the Said Property or create any rights or interest in favour of any other person.

- (12) The Vendor hereby declares that the Floor Space Index available as on date in respect of the said entire land is 3949.20 square meters only and Vendor has planned to utilize Floor Space Index of 4021.63 square meters 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 scheme. The Vendor has disclosed the Floor Space Index of 4021.63 square meters as proposed to be utilized on the said entire land in the said project/scheme and purchaser has agreed to purchase the said Property based on the proposed construction and sale of Property's to be carried out by the Vendor by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendor only..
- (13) The Said Firm shall give possession of the Said property to the Prospective Purchaser on or before 31st December, 2026 If the Said Firm fails or neglects to give possession of the Said Property to the Prospective Purchaser except on account of reasons beyond his control and of his agents by the aforesaid date; then the Said Firm shall be liable on demand to refund to the Prospective Purchaser the amounts already received by him in respect of the Said Property with interest at the same rate as mentioned in the clause 10 herein above from the date the Said Firm received the sum till the date the amounts and interest thereon is repaid.

Provided that the Said Firm shall be entitled to reasonable extension of time for giving delivery of Said Property on the aforesaid date, if the completion of building in which the Said Property is to be situated is delayed on account of -

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court;
- (iii) Publically declared strike of labourers or building material suppliers;
- (iv) reasons beyond Developer's and/or its agents' control

- (14) It is to be clarified and agreed that the actual possession of the Said Property is not handed over to the Party of the Second Part pursuant to this Agreement and that the actual possession of the Said Property will be handed over to the Party of the Second Part only after he/she/it/they make the remaining full and final payment of Total Consideration as per the terms agreed herein, and upon the execution of the registered sale deed in favour of the Party of the Second Part.
- (15) The Prospective Purchaser shall take possession of the Said Property after payment of the Total Consideration in full within 15 days of the written notice from the Said Firm to the Prospective Purchaser intimating that the Said Property is ready for use and occupancy in absence of the prospective Purchaser taking possession as such, he shall be liable to bear & pay his share of maintenance and other common charges from the expiry of said 15 days period.
- (16) The Said Firm shall have the right to mortgage or create a charge on the Said Scheme or any part thereof 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 Prospective Purchaser who has taken or agreed to purchase the Said Property. The Said Property shall be handed over to the Prospective Purchaser in accordance with the terms of this Agreement, free from any charge or encumbrance.

After the Promoter executes this Agreement for Sale, he shall not mortgage or create a charge on the Flat/Shop 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/have taken or agreed to take such Flat/Shop.

- (17) The Party of the First Part doth hereby declare and covenant with the Party of the Second Part that the Said Land is of absolute and independent ownership of the Party of the First Part and is free of any encumbrances, charges or lien.

- (18) The Party of the First Part further declares that the Said Land or any part thereof, is not subject to any acquisition or requisition, or litigation, and no notice has been received by them to that effect, and that the title of the Said Land is clear and marketable.
- (19) On payment of the Total Consideration by the Party of the Second Part alongwith Electricity charges, Service tax, VAT, GST, local taxes, AUDA charges etc. as demanded by the Party of the First Part; the Party of the First Part shall sign and execute the Deed of Sale in favour of the Party of the Second Part, at the cost of the Party of the Second Part.
- (20) If within a period of 5 (five) years from the date of handing over the possession of the Said Property to the Prospective Purchaser, the Prospective Purchaser brings to the notice of the Party of the First Part any structural defect in the Said Property or the building in which the Said Property is situate or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects may be rectified by the Party of the First Part at his own cost and in case it is not possible to rectify such defect then the Prospective Purchaser shall be entitled to received from the Party of the First Part, compensation for such defect in the manner as provided under the Act; Provided that the Party of the First Part shall not be liable in respect of any structural defect/s on account of workmanship, quality or provision of service which cannot be attributable to the Party of the First Part or beyond the control of the Party of the First Part.
- (21) The Prospective Purchaser along with other allottee(s) of Flats/ Shops in the Said Scheme shall join in forming and registering the Society or Association or any other organisation (hereinafter referred to as “**Maintenance Body**”) to be known by such name as the Said Firm 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 Maintenance Body and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Said Firm, so as to enable the Said Firm to register the common organisation of Prospective Purchasers/ Allottees. No objection shall be taken by the Prospective Purchaser if any, changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies or the Said Firm or any other Competent Authority.
- (22) It is agreed between the Parties hereto that, initial maintenance contribution and the proportionate share of the common expenses from time to time as may be demanded by the Said Firm or the Maintenance Body, in respect of the Said Property, common amenities and common services of the Said Scheme, and all out goings, including, Service tax and all other taxes, rates, dues, duties, fines, burden,

water-charges, Electricity charges, legal charges, repairs, common light-charges, security expenses, salaries of the employees, administrative expenses and all other common expenses and contributions incidental to the management, maintenance, services, protection, and legal necessities of the Said Property and the Said Scheme shall be borne and fully be paid by the Party of the Second Part to the Party of the First Part or the Maintenance Body, as and when formed, in time without any delay or omission whatsoever. The Prospective Purchaser shall pay to the Said Firm such proportionate share (in proportion to the carpet area of the Said Properties) of outgoings as may be determined. The Prospective Purchaser further agrees that till the Prospective Purchaser's share is so determined the Prospective Purchaser shall pay to the Said Firm provisional monthly contribution of as may be decided by the Said Firm or Maintenance Body occasionally and per month towards the outgoings. The amounts so paid by the Prospective Purchaser to the Said Firm shall not carry any interest and remain with the Said Firm until the same is transferred to the Maintenance Body as aforesaid. The Party of the Second Part hereby further declares and undertakes, that the Party of the Second Part shall without any objection or denial whatsoever, become the member of such Maintenance Body, and all the rules, resolutions and regulations, shall be fully binding to the Party of the Second Part.

- (23) Over and above the amounts mentioned herein to be paid by the Prospective Purchaser, the Prospective Purchaser shall on or before delivery of possession of the Said Property shall pay to the Said Firm such proportionate share of the outgoings as may be determined by the Said Firm and which are not covered in any other provisions of this Agreement.
- (24) The Prospective Purchaser shall pay to the Said Firm a sum of Rs...../- (Rupees Only) as initial and primary maintenance deposit for and towards contribution of the Prospective Purchaser towards its proportionate share of common expenses in the Said Scheme until handing over the maintenance and administration of the Said Scheme to the Maintenance Body.
- (25) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Said Property and Building or any part thereof.
- (26) All the rules, regulations, resolutions, decisions of such Maintenance Body shall be binding upon the Party of the Second Part and that the Party of the Second Part has/have hereby expressly undertaken to fulfill and comply with all the rules, regulations, resolutions, decisions, demands, charges etc. of the Maintenance Body from time to time. That pursuant to and subject to such undertaking and assurance by the Party of the Second Part and on such condition, the Party of the First Part has agreed to sale, Said Property to the Party of the Second Part.

- (27) The name of the residential and commercial scheme standing on the Said Land is and shall always be the "**SHREEJI KRISHNA VIHAR**" and its name shall never be changed, which the Party of the Second Part hereby confirms.
- (28) The Party of the Second Part hereby undertakes that he/she/ they shall in future not have any right whatsoever to claim his/her/their independent or divided share in the common areas, parking and common amenities of the Said Scheme.
- (29) It is expressly agreed that the Party of the First Part shall have the sole right to determine the allocation of Parking spaces as passed by AUDA, in respect of the Said Scheme and that all decisions of the Party of the First Part shall be binding on the Party of the Second Part.
- (30) The Party of the Second Part hereby assures and undertakes that he/she/they shall not change the User type of the Said Property as is permitted/approved by the Ahmedabad Urban Development Authority.
- (31) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the project/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(3%).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 within the defined limit then Promoter shall refund the excess money paid by Allottee within 45(forty five) days with interest at the rate of SBI's MCLR + 2% prevailing at that time per annum 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 that 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 this Agreement for Sale.
- (32) 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.
- (33) Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, it shall be referred to the Competent

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

- (34) All expenses such as the Stamp Duty, Registration fees, Legal fees, Consultancy fees, service tax or other taxes as may be applicable and all other expenses for this Agreement for Sale, as well as for the sale deed and all other documents, Papers and deeds in respect of the Said Property shall be totally and fully borne and paid by the Party of the Second Part.

SCHEDULE-A

All that piece and parcel of the Multi-purpose Non Agricultural Land admeasuring 2194 Sq.mts., bearing Sub-Plot No. 1 of Final Plot No.234 (Total admeasuring 4128 sq.mts.) of Draft T.P. Scheme No. 1 (Mahemdavad-Khatraj) allotted in lieu of Land bearing Revenue Survey No. 205-1 admeasuring 2529 Sq.Mts., situate, lying and being at Mouje-Mahemdavad, Taluka- Mahemdavad, in the Registration District of Kheda, and Sub-District of Mahemdavad; with all ancient and other rights, joined and attached, with it, and all the liberties, easements, privileges, profits, advantages, appendages and appurtenances and all estate, rights, attached to the Said Land on which the residential and commercial Scheme "**SHREEJI KRISHNA VIHAR**" is being/has been developed and bounded as follows:-

- On or Towards East - Scheme of Shreeji Krishna Vatika
- On or Towards West - Scheme of Radhekishan Park
- On or Towards North - 30 Mtr. T.P. Road
- On or Towards South - Scheme of Shreeji Krishna Complex

SCHEDULE-B

All that piece and parcel of Constructed Property bearing Flat/ Shop No. admeasuring Sq.Ft. i.e. Sq.Mtrs. carpet area, (being Sq.Ft. i.e..... Sq.Mtrs. Super built up area,) on Floor in the Said Scheme with proportionate undivided land share admeasuring Sq.Ft. i.e. Sq. Mts., in the Said Land together with right to use common amenities, facilities, services jointly with other unit holders, of the Said Scheme, along with all the rights attached to the Said Property and bounded as follows :-

- On or Towards East -
- On or Towards West -
- On or Towards North -
- On or Towards South -

This Agreement is hereunder signed and executed by all the parties of this Agreement after reading and understanding it with full awareness and in presence of the witnesses signed here below. This Agreement and all the terms and conditions contained herein, are fully binding to the parties of this Agreement, as well as to their successors, survivors, administrators, etc.

SIGNED, SEALED AND DELIVERED

by the withinnamed :-

THE PARTY OF THE FIRST PART,
“Shreeji Jalaram Estate and Developers” a Proprietary Firm,
Through its sole proprietor,

Nilesh Hasmukhbhai Thakkar

THE PARTY OF THE SECOND PART,

In the presence of:

(1) _____ (2) _____