

**AGREEMENT FOR SALE
(WITHOUT POSSESSION)**

THIS ARTICLES OF AGREEMENT MADE AT Gandhinagar on
this day of , Two Thousand Seventeen.

BETWEEN

FIRST PARTY : **M/s. Akshar Engineering [Electronics],**
VENDOR : A Partnership Firm through its
 authorized Partner :
 Mansukhbhai Khodabhai Vaghasia
 Age: 46 years, Occupation: Business,
 Residing at 12, Shaligram-3,
 Near Sangini Bunglows, Thaltej,
 Ahmedabad

Type of Instrument: Agreement for Sale (Without Possession)
Golden Arcade, Shop No. G. F. Shop No. _____
(As Per Plan Block - _____ G. F. Shop No. _____)
Plot No. C/14, GIDC Electronics Estate, Sector-25, Gandhinagar
Admeasuring: _____ Sq Mtrs

Seller

Buyer

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(Hereinafter called "THE FIRST PARTY" OR "VENDOR"
(Which expression shall unless repugnant to the context or
meaning thereof be deemed to include the First Party and its
present and future Partners, successors, executors, assigns and
administrators etc.) of the First Party;)

SECOND PARTY:
PROSPECTIVE

Age: ____ Years, Occupation: _____,
Residing at: _____,

_____.
PAN: _____

(Hereinafter called "THE PROSPECTIVE ACQUIRER", (which
expression shall unless it be repugnant to the context or
meaning thereof be deemed to 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 case of
Company) its present and future Directors, successors and
assigns); of the Second Part)

WHEREAS the First Party is the owner and occupier of
Leasehold Plot No.C/14 of Non Agricultural Land for
Commercial purpose admeasuring 9485.22 sq. mts. in G.I.D.C.
Electronics Estate, Sector-25 situate, lying and being at Mouje
Gandhinagar Township, Taluka Gandhinagar in the Registration
District and Sub District Gandhinagar. [hereinafter referred to
as "the said land"].

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Seller

Buyer

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Gandhinagar Urban Development Authority granted Revised Development Permission on the said land for commercial / tourism purpose under its order No. P.R.M.25 / 451 / 12 / 2013 / 385 / 2013 dated 29.1.14.

AND WHEREAS the First Party has decided to put up a scheme of Commercial Units on the said land in the name and style of **"Golden Arcade"**.

AND WHEREAS drafts of the layout plans, specifications and designs of the proposed Scheme **"Golden Arcade"** have been got prepared by Architect having his office in Gandhinagar/Ahmedabad and it is sanctioned by authorities.

AND WHEREAS the Prospective Acquirer have desired to acquire for them G. F. Shop No. _____ (**As per plan, Block - ____ G. F. Shop No. _____**) admeasuring _____ sq. ft. i.e. _____ sq. mts. on Ground Floor along with proportionate undivided right in land admeasuring _____ **Sq. mts** [inclusive of proportionate undivided right in land of internal roads, common Plot and common area of the scheme] in the scheme known as **"Golden Arcade"** constructed on Leasehold Plot No. C/14 of Non Agricultural Land for Commercial purpose admeasuring 9485.22 sq. mts. in G.I.D.C. Electronics Estate, Sector-25 situate, lying and being at Mouje Gandhinagar Township, Taluka Gandhinagar in the Registration District and Sub District Gandhinagar.

This Unit is more particularly described in the SCHEDULE hereunder written (Hereinafter referred to as **"THE SAID UNIT"**).

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

- (1) The Prospective Acquirer has/have perused and explained to themselves the agreements, documents, papers and writings relating to the Said Lands. They have also made themselves aware about the documents to be executed and the permissions to be obtained, the work thereof in progress. The Prospective Acquirer have also been given the plans and specifications of the Unit, the plans and specifications for construction of infrastructures and other particulars of the Unit Scheme.
- (2) The **“Golden Arcade”** Scheme will have the facilities which the Prospective Acquirer has/have seen and approved. The Prospective Acquirer has/have also agreed with First Party that First Party may make such changes, additions, omissions, modifications or alterations in the Said Recreation and Miscellaneous Facilities as may be required to be done by the Government or any other concerned authorities or as the circumstances may require or which First Party may consider desirable and this shall operate as an irrevocable consent of the Prospective Acquirer for making such changes, additions, omissions, modifications or alterations.
- (3) First Party has agreed to make available the Said Unit to the Prospective Acquirer with clear and marketable title, free from all encumbrances and reasonable doubt. The Prospective Acquirer has also verified the titles of the said Unit and Scheme through his/her/their Legal Advisors and after satisfying himself/herself/themselves have decided to purchase the said Unit. In future the Prospective Acquirer is not entitled to raise any objection or query regarding the titles of the said Unit or scheme. The work of construction of Unit is in progress.

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- (4) First Party has agreed to reserve for conferment the Said Unit to the Prospective Acquirer, strictly in accordance with and subject to the other terms and conditions herein, at or for the total amount of **Rs.**_____/- (Rupees _____ Only), out of this, **Rs.**_____/- (**Rupees** _____ **Only**) is paid by the Prospective Acquirer by cheque No._____ dated _____ and **Rs.**_____/- (**Rupees** _____ **Only**) is paid by cheque No._____ dated _____ both cheques drawn on _____, _____ Branch, _____ as Booking Amount. (Hereinafter referred to as "THE SAID AMOUNT"). The details of the Unit booked are given hereunder:

(I) Ground Floor Shop No. _____ (**As per plan Block - _____ G. F. Shop No.** _____) admeasuring _____ sq. ft. i.e. _____ sq. mts. on Ground Floor along with proportionate undivided right in land admeasuring _____ **Sq. mts.**

REGULAR PAYMENT PLAN:

Balance amount to be paid within _____ Days. Final amount to be paid at the time of possession/completion/sale deed.

In case the Prospective Acquirer is availing financial assistance from bank or financial institution he/she has/have to pay the above installments as per above schedule other then loan amount.

In addition to the above mentioned consideration Gandhinagar Urban Development Authority Charges, Power Company charges, Legal Charges will be paid separately by Prospective Acquirer to First Party and the Maintenance charges will be paid by the Prospective Acquirer directly to the Service Society

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and if the Service Society is not formed at the time of conveyance of the said Unit then the said Maintenance Charges will be paid to the First Party which will be transferred in account of Service Society on its registration.

- (5) Over and above the aforesaid amounts, the Prospective Acquirer shall have to bear and pay or reimburse to First Party (a) any levies from the State or Central Government or local authority or any other authority, in form of betterment charges, development taxes, Service Tax, VAT or payment of similar or any other nature applicable on and from the date of the agreement, (b) amounts payable towards the stamp duty, registration charges, legal fees and all other expenses for-in the matter of purchase of the Said Lands and other lands for the scheme and conferment and handing over of the possession of the Said Unit (c) local authority development charges and security fees, and (d) amounts in any form whatsoever levied, charged or imposed by any authority or authorities whomsoever; immediately on demand by First Party, from time to time. The amounts as may be fixed by First Party to be paid by the Purchaser for and towards the same shall be final, conclusive and binding upon the Purchaser. The amounts as may be fixed by Service Society to be paid by the Prospective Acquirer for and towards the same shall be final, conclusive and binding upon the Prospective Acquirer.
- (6) It is hereby expressly agreed that time for payment of each of the aforesaid installment shall be the ESSENCE OF THIS AGREEMENT. In the event of the Prospective Acquirer making any default in making payment of any one installment as per demand of First Party or any other amount due under this Agreement whether formally demanded or not, First Party shall

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be entitled to cancel the reservation of the Said Unit and to forfeit the booking amount paid under this Agreement with further and other loss or damages and to dispose off the Said Unit reserved for Prospective Acquirer to any other party or in any other manner whatsoever as First Party may determine. The Prospective Acquirer will have no claim of any nature whatsoever against First Party, or against the Said Unit. The loss or damage as may be certified or arrived by First Party shall be final and binding upon the Prospective Acquirer. The balance of the amount paid by the Prospective Acquirer, without interest or any other amount whatsoever will be refunded by First Party to the Prospective Acquirer upon disposal of the Said Unit to any other party and upon receipt of the full amount on such disposal. The deficit, if any, will be paid or reimbursed by the Prospective Acquirer to First Party.

- (7) (a) First Party agrees to give possession and agrees to convey by way of sale the Said Unit to the Prospective Acquirer on or before 1 Year, subject to other provisions herein, and further subject to the availability of permissions, approvals, sanctions, no objections from the concerned authorities, under the applicable laws and subject to availability of materials, articles, things, and subject to strike, shortage of labourers, electrical faults, civil commotion or any act of God such as earth-quake, flood or any other natural calamities, enemy and subject to the consequences of any notice, order, rule or notification of the Government and/or any other public or other local authorities or court or other cause beyond the control of First Party and subject to regular payments to be made by the Prospective Acquirer under this agreement and due and proper observance and performance of the terms and conditions by the Prospective

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Acquirer on their part herein, and delay occasioned if any on account of the Prospective Acquirer.

If for any reason as per force majeure stated in Sub Clause (a) above or otherwise, First Party are unable to make available the Said Unit to the Prospective Acquirer and/or First Party have abandoned the project in which event First Party shall make payment of all the amounts that may have been paid by the Prospective Acquirer without interest.

- (8) The conveyance of the Said Unit will be made and registered by First Party in favour of the Prospective Acquirer and possession thereof shall be given to the Prospective Acquirer only upon all payments required to be made under this Agreement by the Prospective Acquirer have been made to First Party and in accordance with other provisions herein.
- (9) As soon as the Said Unit is notified and earmarked by First Party as complete and ready for possession and legal conveyance, the Prospective Acquirer shall pay the arrears of the amount payable by him/her/it/them within fifteen days of such notice served to Prospective Acquirer as per address mentioned in this agreement. If the Prospective Acquirer fails to pay the arrears as aforesaid First Party will be entitled to terminate this Agreement with Prospective Acquirer and to forfeit the booking amount paid under this agreement with further and other loss or damages and to dispose off the Said Unit reserved for the Prospective Acquirer to any other party or in any other manner whatsoever as First Party may determine and the Prospective Acquirer will have no claim of any nature whatsoever against First Party or against the Said Unit. The balance amount without interest or any other amount whatsoever will be refunded by First Party to the Prospective Acquirer upon disposal of the Said

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Unit to any other party and upon receipt of the full amount on such disposal. The deficit, if any, will be paid or reimbursed by the Prospective Acquirer to First Party.

- (10) First Party shall, in respect of any amount remaining unpaid by the Prospective Acquirer under the terms and conditions of this agreement have a first lien and charge on the Said Unit.
- (11) Nothing contained in this Agreement shall be construed so as to confer upon the Prospective Acquirer any right, title or interest of any kind whatsoever in, to or over the Said Unit. Such conferment shall take place only after each of the following conditions is satisfied :
- (a) First Party has received all the payments due to it/them under the terms of this Agreement from the Prospective Acquirer.
 - (b) The Prospective Acquirer has duly and properly observed the terms and conditions contained herein.
 - (c) The Prospective Acquirer is/are finally conveyed the Said Unit, upon recommendation by First Party.
- (12) The Prospective Acquirer have fully understood the calculation of built up area and super built up area of the said Unit and the said calculation is also verified through their Engineer or Consultant and in future the Prospective Acquirer will not raise any dispute or query regarding the difference between built up area and super-built up area. It is also agreed and understood between the parties that the First Party will execute the Conveyance Deed of the said Unit on the basis of built up area.
- (13) As per the prevailing laws the First Party has utilized the available F.S.I. but in future if there is any change and additional

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F.S.I. is available then only First Party will be entitled to use the additional F.S.I. and Unit Holder of Top Floor will have no right over the additional F.S.I. and the First Party can utilize the said additional F.S.I. on said common area on ground space or on the common terrace.

- (14) The Prospective Acquirer shall be bound from time to time to sign papers or documents and to do all other things as First Party may require him/her/it/them to do from time to time for safeguarding the interest of First Party and other Prospective Acquirers. Failure to comply with the provisions of this Clause will render this Agreement ipso facto to come to an end.
- (15) The rights and interest of the Prospective Acquirer herein, and other Prospective Acquirers of the Unit Scheme, shall be subject to the overall powers and authorities of First Party, in any of the matter concerning the Unit Scheme and development thereof and all amenities pertaining to the same and in particular First Party shall have absolute authority and control as regards the undisposed Units and their disposal only upto completion of Scheme and settlement of all accounts and dues.
- (16) The Second Party has to be a member of Service Society formed by First Party for the maintenance of the said scheme and as the Second Party has agreed to the same the said Unit is booked in his/her/their name. If Second Party fails to observe all the terms and conditions of the Maintenance Society or other conditions put up by the First Party then automatically the Agreement for Sale stands cancelled and the First Party is authorised to transfer the said Unit to any other person.
- (17) The Prospective Acquirer shall have claim only on the Unit agreed to be sold to him/her/them and the Prospective

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Acquirer shall have no claim in respect of any part of the common roads, common infrastructure facilities, amenities and services. The Said Facilities shall always be of the ownership and possession of Service Society, and the Prospective Acquirer and others shall be permitted to use, and enjoy the same as per the rules and regulations of First Party/Service Society from time to time.

- (18) All the rights, entitlements and obligations, which belong to Second Party, shall remain assignable, to whomsoever they decide, at any point of time in future. In such case, all the rights of the Prospective Acquirer and obligations and undertakings given by the Prospective Acquirer under this agreement to First Party shall automatically get transferred to such assignees/successors of First Party and the same shall remain binding to such assignee as well as to the Prospective Acquirer and/or his/her/its/their assignees/successors.
- (19) So long as the Said Unit shall not be separately assessed for Taxes, water rates, electric bills, etc., the Prospective Acquirer shall pay to First Party such amount as may be fixed from time to time, in advance towards such payment, Panchayat Taxes and other outgoings. Further, until the Said Unit, can separately be assessed for payment of cost, charges and expenses, the Prospective Acquirer shall continue to pay proportionate portion of such amount, cost, charges and expenses as may be fixed by First Party from time to time. After the Said Unit is separately assessed, then such payments will have to be made by the Prospective Acquirer on actual basis.
- (20) It is hereby agreed that the Prospective Acquirer shall not put or allow to be put any Name Plate, Sign Board and/or any other kind of display of any nature, on the compound wall, gate and/or on the exterior side of the development to be planned

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and/or in the open outer wall of the Said Unit, except whatever is provided by First Party, without the written consent of First Party.

- (21) The Prospective Acquirer hereby agrees to pay all the amounts payable under the terms of this Agreement as and when they become due and payable, time in this respect being the ESSENCE OF THE CONTRACT. Further, First Party is/are not bound to give notice requiring such payment and the failure thereof shall not be placed-pleaded as an excuse for non payment of any amount or amounts on the respective due dates.
- (22) The Prospective Acquirer hereby agrees with First Party and undertakes to pay amounts liable to be paid by the Prospective Acquirer under this Agreement and to observe and perform the covenants and conditions contained in this Agreement and to keep First Party indemnified against such payment and observance and performance of the covenants and conditions contained herein.
- (23) The Prospective Acquirer shall not use the Said Unit or permit the same to be used for residential purposes or which may or is likely to cause nuisance or annoyance to occupiers of the other Units or for any illegal or immoral purposes.
- (24) The Prospective Acquirer shall not use the said Unit for manufacturing any items, or as pan parlors, as printing press, or storing chemicals or for hira-ghanti, and for any other purpose which may be objectionable to the said Society/Vendor and other occupiers of Unit.
- (25) The Prospective Acquirer will have undivided right to use common amenities of the Scheme like roads, staircase, lift, etc. with other prospective acquirers of the said scheme but the said

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facilities are used in a proper way so that other prospective acquirers may not have any grievance/difficulty.

- (26) The Prospective Acquirer hereby covenants to keep the Said Unit neat, clean and tidy and saved and protected from trespasser, from being illegally used or occupied and to keep construction, sewers, drains, pipes, appurtenances belonging thereto in a good, tenable repair and condition.
- (27) (a) The Prospective Acquirer shall not without the written permission of First Party let, sub-let, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose off the Said Unit nor assign, underlet or part with his/her/its/their interest or the benefit thereof or of this agreement or any part thereof until the Prospective Acquirer shall have paid to First Party all the moneys payable to First Party under this Agreement and shall have obtained prior approval of First Party, which may be granted (not obligatory) subject to such conditions as may be imposed by First Party. (b) After conveyance of the Said Unit to the Prospective Acquirer, the Prospective Acquirer shall be entitled to let, sub-let, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose off the Said Unit, after obtaining prior written permission of Service Society / First Party if the charge is given to Service Society and subject to and in accordance with the terms and conditions laid down by First Party. In the event the Prospective Acquirer is desirous of selling the Said Unit he/she/it/they shall comply with the following:-

The Prospective Acquirer shall give 30 days prior notice in writing about their intention to sell the Said Unit, informing about the New Purchaser thereof and shall obtain No Objection Letter from First Party prior to sale, which shall not be unreasonably withheld by First Party. The Second Party or

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prospective acquirer at the time of transfer of Unit has to submit the sale deed/conveyance deed before execution of same to the Service Society and only after approval from the service society or by advocate appointed by the Service Society or by prevalent Management Committee.

- (i) At the time of transfer/sale of Unit the Unit Holder has to pay Transfer Fee at the prevailing rate of Transfer Fee to the First Party or Maintenance Society as the case may be.
- (ii) The Prospective Acquirer shall be required to pay to First Party / Maintenance Society prior to sale, a transfer fee as decided.
- (iii) All terms and conditions, otherwise binding to the Prospective Acquirer shall also be binding to the New Purchaser.

- (28) The said Unit shall be got insured with the insurance company against all kind of risks like fire, earth-quake, flood, riots, war, etc. and premium thereon shall be borne and paid by the Prospective Acquirer.
- (29) Any delay by First Party in enforcing the terms of this Agreement or any forbearance or giving time to the Prospective Acquirer shall not be considered as a waiver on the part of First Party nor shall the same in any manner prejudice the remedies of First Party.
- (30) It has been specifically agreed and understood by the Prospective Acquirer that the intended conferment of the Said Unit is/may be subject to any scheme for Town Planning, development plan, or any other scheme, arrangement, proposal,

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acquisition, requisition, by or of any authority or authorities under any law for the time being in force or in force from time to time, in which event, the First Party may make such variation, changes, additions, omissions or alterations in the scheme for development of such of the said lands or as may become available there-from or at any other or further place, location or otherwise as First Party may deem, fit and proper and all right to develop new lands absolutely belong to First Party.

- (31) Further the Prospective Acquirer hereby irrevocably agrees that the terraces on the top of the said building shall always belong to the Vendor herein and its transferees. The Vendor and its transferees shall always be entitled to deal with and dispose of the terrace in any manner they like. Thus the terrace is a transferable property and shall not be treated as common property of members of the Scheme/Society. The Purchaser herein agrees to the same. The Society and the purchaser shall not object to the use and transfer of the said terraces on any ground due to any reason whatsoever in future. The occupiers of the terraces and their invitees shall always be entitled to use the stair cases, lifts, all common facilities etc at par with other members of the Scheme/Society. The Vendor and its transferees shall be entitled to put sign boards, advertisement boards, neon boards etc and to construct towers for communication purposes etc. and to use it in any other manner for any purposes. The purchaser shall not have any claim, right, title or interest in the said terraces of the building.
- (32) The letters, receipts and/or notices issued by First Party dispatched through R.P.A.D. or Courier to the address of the Prospective Acquirer as known to First Party, will be sufficient proof of receipt of the same by the Prospective Acquirer and shall completely and effectively discharge First Party.

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Buyer

- (33) If the Prospective Acquirer neglects, omits or fails for any reason whatsoever to pay to First Party/Service Society any part of the amounts due and payable by the Prospective Acquirer under the terms and conditions of this Agreement, within the time hereinbefore specified or if the Prospective Acquirer shall in any other way fails to perform or observe any of the covenants and stipulations herein contained, the First Party shall be entitled to terminate this Agreement. The Prospective Acquirer herein agrees that on First Party's terminating this Agreement, all the right, title and interest of the Prospective Acquirer in the Said Unit and under this Agreement shall cease.
- (34) The Scheme shall always be known as "**Golden Arcade**", and this name shall not be changed in any circumstances.
- (35) The Scheme shall be under the over-all control and management of the First Party and the decision of the First Party in all matters relating thereto including code of conduct, rules and regulations for use, occupation and enjoyment of the common amenities, facilities and services as well as all the infrastructural facilities in the Scheme shall be final, conclusive and binding upon the Prospective Acquirer.
- (36) All right, title and interest of the Prospective Acquirer is restricted to and to be read, understood and interpreted in relation to the Said Unit along with undivided right in common areas, common amenities and common facilities of the said scheme subject to rules and regulations of the Service Society and terms and conditions mentioned in documents executed between First Party and Second Party. The Prospective Acquirer shall at no time demand partition of his/her/it/their interest from the entire Scheme. It being agreed and declared by the

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Prospective Acquirer that his/her/its/their interest in the Scheme shall be indivisible.

- (37) Without prejudice to any of the terms and conditions hereinabove, the Prospective Acquirer hereby expressly consents to First Party for any arrangement of raising loan by First Party against security of the property of the scheme except on the Unit that may have been conveyed to the Prospective Acquirers.
- (38) Any direct or indirect tax liability in respect of this transaction, as a sale or otherwise either as a whole or in part or in respect of any inputs or materials or equipments used or supplied in execution of or in connection with this transaction shall be borne and paid by the Prospective Acquirer on demand at any time. All payments are thus understood by the Prospective Acquirer to be net of tax. He/She/It/They accept/s all liabilities unconditionally to pay additional amounts to First Party, equal to any such tax that may be imposed, with regard to any aspect of this Agreement, including but not limited to consideration amount of said Unit and it shall be borne and paid by the Prospective Acquirer on demand at any time.
- (39) It has been agreed that if any changes, modifications or alterations are effected by First Party in the Scheme in general or in particular with respect to any part thereof which may have effect upon the terms and conditions contained herein or with respect to rights or obligations of the Prospective Acquirer, such changes or modifications or alterations shall be binding upon the Prospective Acquirer and to that extent the terms and conditions, rights and obligations of the Prospective Acquirer

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under this Agreement shall stand modified or changed or altered. PROVIDED HOWEVER, such change, modification or alteration under any circumstances shall not prejudicially affect the right of the Prospective Acquirer to the conferment of Said Unit.

- (40) The Prospective Acquirer has/have agreed, finally, to acquire legal possession and title to the Said Unit by obtaining conveyance from First Party. The First Party shall execute document of conveyance of the Said Unit in favour of the Prospective Acquirer. All expenses of stamp duty, registration charges, legal fees or any other charges relating to the same, shall be borne and paid by the Prospective Acquirer only. The spirit, intention, interpretation and implementation of the word “to confer” or “conferment” of the Said Unit to the Prospective Acquirer, in their all grammatical sense, in this Agreement shall be understood accordingly.
- (41) After the conveyance of the Said Unit is made in favour of the Prospective Acquirer, if anything in or about or relating to the Said Unit is thereafter required to be carried out by the Government, District Panchayat, Local Authority or any statutory authority, the same shall be carried out by the Prospective Acquirer and First Party shall not be in any manner liable or responsible for the same.
- (42) This Agreement shall be binding on the Prospective Acquirer, (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

Type of Instrument: Agreement for Sale (Without Possession)
Golden Arcade, Shop No. G. F. Shop No. _____
(As Per Plan Block - _____ G. F. Shop No. _____)
Plot No. C/14, GIDC Electronics Estate, Sector-25, Gandhinagar
Admeasuring: _____ Sq Mtrs

Seller

Buyer

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 case of Company) its present and future Directors, successors and assigns and/or any Service Society having or contemplating to have in future any charge or interest on the Said Unit and/or on the construction thereupon, in part and/or as a whole.

- (43)

The Prospective Acquirer hereby agrees to execute such other papers and documents as may be necessary for the purpose of giving effect to these presents.
- (44)

Arbitration:

All disputes and differences whatsoever which shall at any time hereafter (during the continuance of this Agreement for Sale or upon or after its discharge or determination) arise between the parties hereto in respect of, concerning, or arising out of this Agreement for Sale shall be referred to the Arbitration of a Sole Arbitrator to be appointed jointly by both parties. In the event of the parties not being able to concur on the appointment of a sole arbitrator each party shall be entitled to appoint one arbitrator and the arbitrators appointed by the parties shall appoint the third arbitrator. The award of the arbitrator shall be final and binding on the parties. The arbitration shall be conducted in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The arbitration shall be held at Gandhinagar and shall be subject to the jurisdiction of the Court at Gandhinagar only.
- (45)

The Prospective Acquirer hereby declares that he/she/it/they has/have read, understood and agreed each and every term of this agreement before execution.

Type of Instrument: Agreement for Sale (Without Possession)
Golden Arcade, Shop No. G. F. Shop No. _____
(As Per Plan Block - _____ G. F. Shop No. _____)
Plot No. C/14, GIDC Electronics Estate, Sector-25, Gandhinagar
Admeasuring: _____ Sq Mtrs

Seller

Buyer

SCHEDULE

Ground Floor Shop No. _____ (As per plan, Block - _____
G. F. Shop No. _____) admeasuring _____ sq. ft. i.e.
_____ sq. mts. on Ground Floor along with proportionate
undivided right in land admeasuring _____ **Sq. mts.** [inclusive
of proportionate undivided right in land of internal roads,
common Plot and common area of the scheme] in the scheme
known as **“Golden Arcade”** constructed on Leasehold Plot No.
C/14 of Non Agricultural Land for Commercial purpose
admeasuring 9485.22 sq. mts. in G.I.D.C. Electronics Estate,
Sector-25 situate, lying and being at Mouje Gandhinagar
Township, Taluka Gandhinagar in the Registration District and
Sub District Gandhinagar.

District : Gandhinagar, Taluka : Gandhinagar
Mauje : Gandhinagar Township
Plot No. : C / 14
Estate : GIDC Electronics Estate
Scheme : Golden Arcade
Shop No. : _____ on Ground Floor
(As per plan, Block - _____ ,
G. F. Shop No. _____)
Admeasuring : _____ Sq. Mts. &
_____ Sq. Mts. Undivided right in land

On or towards East :
On or towards West :
On or towards North :
On or towards South :

Type of Instrument: Agreement for Sale (Without Possession)
Golden Arcade, Shop No. G. F. Shop No. _____
(As Per Plan Block - _____ G. F. Shop No. _____)
Plot No. C/14, GIDC Electronics Estate, Sector-25, Gandhinagar
Admeasuring: _____ Sq Mtrs

Seller

Buyer

IN WITNESS WHEREOF the parties hereto have signed hereunder at GANDHINAGAR on this Day of _____ 2017.

Mansukhbhai Khodabhai Vaghasia
Partner of
M/s. Akshar Engineering (Electronics)
(Seller)

Witness - 1

Witness - 2

Type of Instrument: Agreement for Sale (Without Possession)
Golden Arcade, Shop No. G. F. Shop No. _____
(As Per Plan Block - _____ G. F. Shop No. _____)
Plot No. C/14, GIDC Electronics Estate, Sector-25, Gandhinagar
Admeasuring: _____ Sq Mtrs

Seller

Buyer

G. F. Shop No. _____ (As per plan, Block - _____, G. F. Shop No. _____), admeasuring _____ Sq. Mts. on Ground Floor of “*Golden Arcade*” situated on Plot No.C/14 of GIDC Electronics Estate in Sector - 25 in the Registration District Sub District Gandhinagar

Seller : _____

Buyer : _____

Type of Instrument: Agreement for Sale (Without Possession)
Golden Arcade, Shop No. G. F. Shop No. _____
(As Per Plan Block - _____ G. F. Shop No. _____)
Plot No. C/14, GIDC Electronics Estate, Sector-25, Gandhinagar
Admeasuring: _____ Sq Mtrs

Seller

Buyer

G. F. Shop No. _____ (As per plan, Block - _____, G. F. Shop No. _____), admeasuring _____ Sq. Mts. on Ground Floor of *“Golden Arcade”* situated on Plot No.C/14 of GIDC Electronics Estate in Sector - 25 in the Registration District Sub District Gandhinagar

Seller : _____

Buyer : _____

Type of Instrument: Agreement for Sale (Without Possession)
Golden Arcade, Shop No. G. F. Shop No. _____
(As Per Plan Block - _____ G. F. Shop No. _____)
Plot No. C/14, GIDC Electronics Estate, Sector-25, Gandhinagar
Admeasuring: _____ Sq Mtrs

Seller

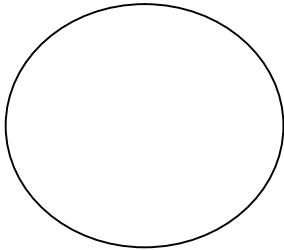
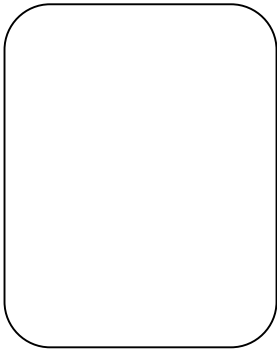
Buyer

SCHEDULE AS PER SECTION 32 (A) OF
REGISTRATION ACT

NAME OF SELLER

PHOTO

THUMB

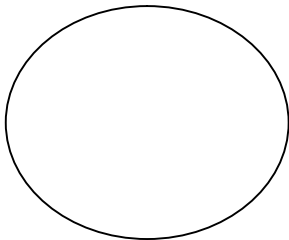
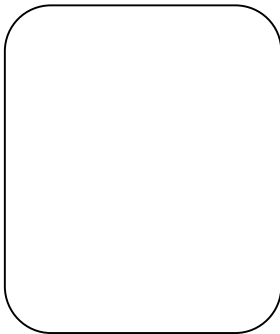


Mansukhbhai Khodabhai Vaghasia
Partner of
M/s. Akshar Engineering (Electronics)

NAME OF BUYER

PHOTO

THUMB



Type of Instrument: Agreement for Sale (Without Possession)
Golden Arcade, Shop No. G. F. Shop No. _____
(As Per Plan Block - _____ G. F. Shop No. _____)
Plot No. C/14, GIDC Electronics Estate, Sector-25, Gandhinagar
Admeasuring: _____ Sq Mtrs

Seller

Buyer