AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT MADE AT AHMEDABAD on this_____day of _____________, Two Thousand Seventeen

BETWEEN

M/s. Samarth Realities, PAN: ADEFS 0857 L], a Partnership Firm incorporated under the provisions of the Indian Partnership Act, 1932 having its office at 1301 & 1302, Titanium One, Bodakdev, Ahmedabad represented by and through its authorized Partner Mr. Rajendra Rameshbhai Shah hereinafter called "First Party" or "Vendor", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include First Party and its present and future Partners, their heirs, administrators, authorized signatories and assigns) of the First Party

AND

___________________________, Age: ____ years, Occupation: Service residing at ___________________________, hereinafter called "THE PROSPECTIVE ACQUIRER" or "The Second Party" (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 Non-Agricultural land for Commercial purpose bearing New Revenue Survey No.434 paiki [Old Revenue Survey No.1108] admeasuring 8903 sq. mt. which is included in Draft Town Planning Scheme No.06 [Vejalpur] and allotted land of Final Plot No.200/1 paiki admeasuring approximately 3405 sq. mts. paiki Sub-Plot No.4 admeasuring about 668.89 sq. mt. situate, lying and being at Mouje: Jodhpur, Taluka: Vejalpur in the Registration District of Ahmedabad and Sub-District Ahmedabad-4 [Paldi] [hereinafter referred to as "the said land"].

District Development Officer, Ahmedabad District Panchayat, Ahmedabad granted Non Agricultural Use permission for Residential purpose to the said land under his order No.BKHP.S.R./58/83-84 on dated 16.11.1983.

Thereafter Revised Non Agricultural Use permission for Commercial purpose to the said land was granted by Deputy Collector [N.A.], Ahmedabad under his order No.N.A./U-1/Clause-65-A/Jodhpur/Case No.384/2017.

Ahmedabad Municipal Corporation granted construction permission on the said land by Commencement Letter [Rajachitthi] Case No.BLNTI/NWZ/191216/GDR/A7754/RO/M1 Dated :22/09/2017.

The Vendor has started construction of the scheme as approved by the Competent Authority.

Thereafter the Vendor has decided to put up a scheme of Commercial units on the said land in the name and style of **"UNIZA"**. The Vendor has registered this project under the provisions of the Real Estate [Regulation and Development] Act, 2016 at Registration No.________ on dtd.________ with the Real Estate Regulatory Authority, Gujarat State [Ahmedabad].

COVENANTS AND DECLARATION BY VENDOR/DEVELOPER i.e. First Party:

(1) The First Party herein states that the entire Project/Scheme will be completed on dated 30/10/2018 except for the reasons beyond natural calamity like fire, earth-quake, flood, riots, war, etc. or unavailability of material.

(2) On Completion of the project the Vendor/Developer shall obtain Completion Certificate from the Competent Authority and after obtaining the same the Vendor / Developer shall execute Registered Conveyance Deed of the said Property/Unit in the name of the Purchaser and as per the legal requirement in future if it is necessary to transfer the undivided common area to service society then it is liability of purchaser to transfer the same in favor of service society at own cost.

(3) The First Party shall pay all outgoing expenses (including Land Cost, Ground Rent, Municipal and other Local Taxes, maintenance charges, Water and Electricity Charges, Interest on mortgages loan and all other Liabilities which are related to the project) until it transfers Physical Possession of the unit alongwith undivided right of common infrastructure to the Prospective Acquirer.

(4) The First Party herein shall be responsible for providing and maintaining all essential services till the taking over of the maintenance scheme by the Service Society or Maintenance Entity but the maintenance of the scheme shall be done by developer for a period of maximum two years from the date of Building Use Permission from Competent Authority and for that maintenance charges shall be paid by purchaser to developer in advance at the time of taking possession of the unit. After that period, developer will hand over the maintenance services to the service society or Maintenance entity and thereafter the developer will not be responsible for any maintenance of the scheme. The purchase

unconditionally agreed for the same and in future the purchaser will not make any objection or dispute in this regards.

(5) The First Party Party has fixed the charges at Rs………/- as maintenance charges on Built Up area which is worked out proportionately for the said unit and the Prospective Acquirer herein has no objection to pay the same as they are found reasonable charges according to prevailing market rates.

(6) The First Party has obtained Report on Title on dated 21.10.2016 and Certificate of Title on dated 27.06.2017 from Nanavati & Nanavati, Advocates and the same is verified by the Prospective Acquirer's Advocate and after complete satisfaction the Prospective Acquirer is agree to purchase the said unit. The same is annexed herewith as Annexure- A for the knowledge of the Prospective Acquirer.

(7) The First Party has prepared the Schedule of stage wise completion of the entire project in consultation with its Architects/Engineers and the same is annexed herewith as Annexure-B for the knowledge of the Prospective Acquirer. The Vendor is committed to complete the stage wise work of construction and development of the said scheme, however he shall not be held liable for breach of this condition for any Force majure/ Act of God or reasons beyond his control

(8) The First Party shall enable the formation of an Association or Society to be registered under the Society's Act or any Maintenance Entity, and every Prospective Acquirer shall become member of that Society/Association/Maintenance Entity. This will be done when majority units are booked in the said scheme.

(9) The proposed project shall be developed and completed by the Vendor in accordance with the sanctioned Plans, Layout Plans and Specifications as approved by the Competent Authority, annexed as ANNEXURE-C hereto and for scheme is verified by Prospective

Acquirer through his/her/their Engineer and after complete satisfaction the Prospective Acquirer is agreed to purchase the said unit .

(10) If any major or structural changes in the said Building/ Scheme is required then as per guidance of Architect/ Structure Engineer the same can be carried out by Vendor and the Prospective Acquirer unconditionally agrees to the same.

(11) The First Party shall obtain all insurance of Building and construction as part of Real Estate Project and be liable to pay the Premium and Charges till the same is transferred to the Association/Service Society and Prospective Acquirers.

The First Party shall given possession of the Unit to the Prospective Acquirer on or before day of 30/10/2018 If the First Party fails or neglects to give possession of the Unit to the Prospective Acquirer, then :

(i) The First Party agrees to pay to the Prospective Acquirer, who does not intend to withdraw from the project, interest at the rate of 9% per annum on all the amounts paid by the Prospective Acquirer, for every month of delay, till the handing over the possession or

(ii) The First Party agrees to refund to the Prospective Acquirer, who intends to withdraw from the project, (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to First Party) within a period of 30 days from the termination admitted by First, the amounts already received by First Party in respect of the Unit with simple interest at the rate of 9% per annum, from the date of the First Party received the sum till the date the amounts and interest thereon is repaid. But if due to natural calamity like fire, earthquake, flood, riots, war etc. non-availability of material then under such circumstances the First Party will not be liable for completion of the scheme in the same time and Second Party unconditionally agrees to the same.

AND WHEREAS on the basis of above declaration made by the Vendor the Prospective Acquirer has/have desired to acquire for him/her/it/them Unit No._______ [as per approved Plan Unit No.____ and Unit No._____] admeasuring about _______Sq. Mts. [Carpet Area as per RERA] on _____ Floor along with proportionate undivided right in land admeasuring _____ sq. mts. inclusive of internal roads, and common area in the scheme known as **"UNIZA"** constructed on Non-Agricultural land for Commercial purpose bearing New Revenue Survey No.434 paiki [Old Revenue Survey No.1108] admeasuring 8903 sq. mt. which is included in Draft Town Planning Scheme No.06 [Vejalpur] and allotted land of Final Plot No.200/1 paiki admeasuring approximately 3405 sq. mts. paiki Sub-Plot No.4 admeasuring about 668.89 sq. mt. situate, lying and being at Mouje: Jodhpur, Taluka: Vejalpur in the Registration District of Ahmedabad and Sub-District Ahmedabad-4 [Paldi]. This Unit is more particularly described in the SCHEDULE hereunder written (Hereinafter referred to as "THE SAID UNIT").

A. The Prospective Acquirer hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Prospective Acquirer balcony 1 having area admeasuring ______ sq.metres forming part of the Unit and consideration of the same is included in total consideration.

B. The Prospective Acquirer hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Prospective Acquirer balcony 2 having area admeasuring _____ sq. metres forming part of the Unit and consideration of the same is included in total consideration.

C. The Prospective Acquirer hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Prospective Acquirer wash area balcony having area admeasuring _____ sq. meters forming part of the Unit and consideration of the same is included in total consideration.

D. The Vendor will sale the said Unit as well as the undivided usage right of common amenities and common areas and in future if it is required by law then the Prospective Acquirer along with other unitholders have to transfer his/her/their undivided common rights and common areas to the Service Society [which is yet to be formed] at his/her/their own cost and for that the Vendor will have no liability.

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. He/she/it/they has/have also made himself/herself/itself/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 Scheme.

2. **In the said Scheme Unit A and Unit I are passed as individual unit while other Units i.e.B-1 B-2, C-1 C-2, D-1 D-2, E-1 E-2, F-1 F-2, G-1 G-2 and H1 H-2 have a level difference i.e. on two different floors, hence for the benefit of such Unit-holders B-1 and B-2 are attached with the spiral staircase and are considered as a single Unit-B for sake of convenience. In the same way C-1 and C-2 are attached with the spiral staircase and are considered as a single Unit-C for sake of convenience, D-1 and D-2 are attached with the spiral staircase and are considered as a single Unit-D for sake of convenience, E-1 and E-2 are attached with the spiral staircase and are considered as a single Unit-E for sake of convenience, F-1 and F-2 are attached with the spiral staircase and are considered as a single Unit-F for sake of convenience, G-1 and G-2 are attached with the spiral staircase and are considered as a single Unit-G for sake of convenience and H-1 and H-2 are attached with the spiral staircase and are considered as a single Unit-H for sake of convenience.**

   For the sake of convenience, privacy, security and safety it is decided that the owner of Unit No.B-2 will not have any right to use foyer, passage, staircase and lift for ingress and outgress in the said Unit and the said foyer, passage, staircase and lift will be independently used by owner of Unit No.C-1. Similarly Owner of Unit No.C-2 will not have any right to use foyer, passage, staircase or lift for ingress and outgress in the said Unit and the said foyer, passage, staircase and lift will be independently used by owner of Unit No.D-1, Unit No.D-2 will not have any right to use foyer, passage, staircase or lift for ingress and outgress in the said Unit and the said foyer, passage, staircase and lift will be independently used by owner of Unit No.E-1, Unit No.E-2 will not have any right to use foyer, passage, staircase or lift for ingress and outgress in the said Unit and the said foyer, passage, staircase and lift will be independently used by owner of Unit No.F-1, Unit No.F-2 will not have any right to use foyer, passage, staircase or lift for ingress and outgress in the said Unit and the said foyer, passage, staircase and lift will be independently used by owner of Unit No.G-1, Unit No.G-2 will not have any right to use foyer, passage, staircase or lift for ingress and outgress in the said Unit and the said foyer, passage, staircase and lift will be independently used by owner of Unit No.H-1, as they are upper level units.

   The said Units are inter-connected and will be sold and conveyed as a single unit only. The Purchaser of Unit No.B-1 and B-2, Unit No.C-1 and C-2, Unit No.D-1 and D-2, Unit No.E-1 and E-2, Unit No.F-1 and F-2, Unit No.G-1 and G-2 and Unit No.H-1 and H-2 are not entitled to divide the said Unit in to two parts and in future the said units will be considered as single Unit for sale or transfer or use and if at all any unitholder will lease, sale or transfer a part of his/her/their unit to any third party then under such circumstances the Purchaser will be entitled to use staircase

from the lower level unit and will not be entitled to use passage, foyer , staircase or lift for ingress and outgress purpose.

3. The **"UNIZA"** 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 Minor changes, additions, omissions, modifications or alterations in the scheme as may be required to be done by the Government or any other concerned authorities which First Party may consider desirable for the improvement of scheme and this shall operate as an irrevocable consent of the Prospective Acquirer for making such changes, additions, omissions, modifications or alterations. However, any major changes/deviations in the scheme shall be carried out with majority of members' consent. In any case the members shall be kept informed/updated about the changes in the scheme. The List of common amenities/facilities is annexed as ANNEXURE-D.

4. First Party has agreed to make available the Said Unit to the Prospective Acquirer with clear and marketable title. The title is verified and certified by Nanavati & Nanavati, Advocates as per available revenue and registration record and on verification of photo copies of documents produced before Advocate. 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.

5. The Vendor shall enable the formation of Association/Society/Maintenance Entity to be registered within 3 months of the majority of the allottes having booked their Unit. The Prospective Acquirer has to be a member of Proposed Service Society to be formed 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/rules & regulations and resolutions of the proposed 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.

6. 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) and Rs.______________/- (Rupees _____________________ Only) is paid by the Prospective Acquirer as Booking Amount. (hereinafter referred to as "THE SAID AMOUNT"). The Prospective Acquirer has paid Booking

   Amount as per following details:

Rs.__________/-	[Rupees ______________ only] by cheque No.________ dated _____________ drawn on _____________ Bank, ____________ Branch.

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Rs.___________/- (Rupees _____________ Only)
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(hereinafter referred to as "THE SAID AMOUNT").

7. The details of the Unit booked is given hereunder:

   Unit No._______ admeasuring about _______Sq. Mts. [Carpet Area] along with proportionate undivided right in land admeasuring _____ sq. mts. of the scheme.

   (II) Parking space…………………free of cost @................. [if charged extra]

   REGULAR PAYMENT PLAN:

   The total sale consideration of the said Unit agreed upon between the parties is Rs._________ [Rs.__________________] exclusive of Stamp Duty, Registration Charges, Legal Fees, AUDA, Power Company charges, Fire Fighting Equipments, etc.

   The total sale consideration of the said Unit excludes GST and Cess or any other similar taxes in connection with the construction of the project up to the date of handing over the possession of the said Unit and Purchaser has to pay all such taxes as additional charges.

   The Vendor declares that the total consideration is escalation-free, save and except increase which the Prospective Acquirer hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. Vendor undertakes and agrees that while raising a demand on the Prospective Acquirer for increase in development charges, cost/charges imposed by the competent authorities, Vendor shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Prospective Acquirer, which shall only be applicable on subsequent payments.

   After deducting the booking amount the purchaser shall pay the balance amount as per the Regular Payment Plan which is annexed herewith Annexure –E

OR

Balance amount to be paid within ______ months in ____ equal installments. Last Installment to be paid at the time of possession/completion/sale deed.

OR

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.

OR

Maintenance charges will be paid by the Prospective Acquirer directly to the Service Society 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.

7. Over and above the aforesaid amounts, the Prospective Acquirer shall have to bear and pay or reimburse to First Party GST and also pay all other applicable taxes until the Service Society/Association of Members is formed, the proportionate share of outgoings pertaining to the Taxes and levies by Corporation, Panchayat and any other local body and all other expenses necessary and incidental to the management and maintenance of the said scheme at the applicable rates, taxes imposed/decided by the Vendor/Service Society/Association of Members/Local/Government Authorities.

8. 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 on the occurrence of the following events:

[a] In case the Prospective Acquirer fails to make payments of installments after demands made by Vendor as per the payment plan annexed hereto, despite having been issued notice in that regard the Prospective Acquirer shall be liable to pay interest to Vendor on the unpaid amount at the rate of 9.00% specified in the Rules of the Real Estate [Regulation and Development] Act, 2016.

[b] In case of Default by the Prospective Acquirer under the condition listed above continues for a period beyond 2 consecutive months after notice from Vendor/Developer in this regard, the Vendor/Developer shall cancel the allotment of the Unit in favour of the Prospective Acquirer and refund the amount money paid to him/it/them/her by the Prospective Acquirer by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. The Prospective Acquirer will have no right, title, interest on the said Unit after cancellation of this Agreement.

9 [a] Vendor, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Unit to the Prospective Acquirer within 3 [three months] from the date of issue of such Certificate, Vendor agrees and undertakes to indemnify the Prospective Acquirer in case of failure of fulfillment of any of the provisions, formalities, documentation on part of Vendor. The Prospective Acquirer shall take the possession within 45 days of receiving such notice/intimation from the First Party by making final payment and execute necessary documents for registration.

[b] Upon receiving a intimation from Vendor the Prospective Acquirer shall take possession of the Unit from Vendor by executing necessary indemnities, and Vendor shall give possession of the Unit to the Prospective Acquirer. In case the Prospective Acquirer fails to take possession within the time provided hereinabove, such Prospective Acquirer shall continue to be liable to pay maintenance charges as applicable.

[c] Except for occurrence of a Force Majeure event, if Vendor fails to complete or is unable to give possession of the Unit [i] In accordance with the terms of this Agreement, duly completed by the date specified herein; or [ii] due to discontinuance of its business as Developer on account of suspension or revocation of the registration under the Act; or for any other reason; Vendor shall be liable, on demand to the Prospective Acquirer, in case the Prospective Acquirer wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by it in respect of the Unit, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Prospective Acquirer does not intend to withdraw from the Project, Vendor shall pay the Prospective Acquirer interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Unit.

[d] [i] In case of any structural default proved by the authority, then the Prospective Acquirer will stop making further payments to Vendor as demanded by it. If the Prospective Acquirer stops making payments, Vendor shall correct the situation by completing the construction milestones or Vendor will explain the difficulty for delay in work and only thereafter the Prospective Acquirer be required to make the next payment without any penal interest; or by mutual understanding the said Agreement can be terminated and after deduction of administrative charges and other miscellaneous charges the remaining entire amount paid by Prospective Acquirer under any head whatsoever towards the purchase of the Unit along with the interest at the rate specified in the RERA will be refunded within 45 days of termination of agreement.

[ii] Provided that where the Prospective Acquirer does not intend to withdraw from the project or terminate the Agreement, he/she/they shall verify the reasons given by the Vendor for delay in construction work and if Prospective Acquirer is not satisfied with the reasons given by the Vendor for delay in construction work then under such circumstances the Prospective Acquirer is not entitled for interest on consideration amount paid to the Vendor.

10. The Prospective Acquirer has/have right to cancel this Agreement without any fault of Vendor, within 30 days from date of execution of this Agreement for Sale but after that the cancellation of Agreement can be done only as per the terms and conditions of this agreement.

11. 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.

12. 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.

13. 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 Carpet area only and the consideration amount paid by the Purchaser to the Vendor is as per the Carpet Area of the Unit.

14. The parking will be provided by Service Society to Prospective Acquirers. If additional car parking is available then the said parking will be allotted on “first come first serve basis” by Service Society but the additional car parking will be allotted as per the wish/convenience of Service Society without any extra cost and Prospective Acquirer is not entitled to raise any objection in this regard. The prospective acquirer herein has agreed to such arrangement and waived his/her/their right and will not raise any objection of any nature to such arrangement in the future on any ground whatsoever.

15. **The Terrace of Unit No.H-2 will be used and utilized by the owner of H-1 and H-2 . In the same way the owner of Unit-I will have independent, individual, permanent right of terrace of Unit-I and they have ingress and outgress from their unit only as per the sanctioned plan. So no Unit holder will have any claim, right, title or interest in the terrace of Unit No.H-2 and Unit No.I. The Prospective Acquirer agrees and confirms the said arrangement and in future the Prospective Acquirer will not make any dispute or demand for the said permanent arrangement.**

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 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 or such F.S.I. can be utilized in the other scheme of First Party. The Prospective Acquirer unconditionally agree to the same and will give irrevocable Undertaking stating that First Party is entitled to additional F.S.I. and make additional construction.

16. 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.

17. 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 up to completion of Scheme and settlement of all accounts and dues.

18. The Prospective Acquirer shall have no claim and/or legal title with respect to any part of the Unit Scheme, including but not limited to its common roads, common infrastructure facilities, amenities and services, save and except in respect of the Said Unit agreed to be reserved for him/her/it/them. 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 Service Society from time to time.

19. The Second Party has to be a member of Service Society formed by First Party or by Unitholders of said scheme 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 Service 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.

20. 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 only, and all other constructed-covered-un-covered-open spaces-areas-portions, open margin lands, infrastructures, developments, amenities, facilities and services shall belong to First Party till completion and sale of all Units. 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 Prospective Acquirer that his/her/its/their interest in the Scheme shall be indivisible.

21. So long as the said Unit shall not be separately assessed for taxes, water rates, electricity bills, all other taxes and outgoings etc. the Prospective Acquirer, after taking possession of the Said Unit, shall pay to First Party/Service Society such amount as may be fixed from time to time. 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 directly on actual basis.

22. 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 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.

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 parlours, as printing press, or storing chemicals or for hira-ghanti, and for any other purpose which may be objectionable to the said Service 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 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 of the Said Unit, after obtaining prior written permission of Service Society if the charge is given to Service Society and subject to and in accordance with the terms and conditions laid down by Service Society. In the event the Prospective Acquirer is desirous of selling the Said Unit he/she/it/they shall comply with the following:-

(i) 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 Service Society prior to sale, which shall not be unreasonably withheld by Service Society. The Second Party or 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, the same shall be executed.

(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) All terms and conditions, otherwise binding to the Prospective Acquirer shall also be binding to the New Purchaser. The New Purchaser shall sign the declaration to that effect at the time of executing the Sale Deed.

28. The said Unit shall be got insured after physical possession is conveyed, 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, 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, or due to purchaser of T.D.R. the additional F.S.I. available will be utilized on the top floor terrace or on the marginal land of ground floor as per the plan sanctioned by the Competent Authority 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. The First Party may, at the request of the Prospective Acquirer, carry out any internal changes or alterations or changes in specifications, at the risk, cost and consequences of the Prospective Acquirer. If these changes, etc. gives rise to any additional cost, the Prospective Acquirer shall be required to pay the same to the First Party as may be certified by the Architect of the scheme or according to the estimate that may be given by the First Party prior to/after the execution of such work.

31. The letters, receipts and/or notices issued by First Party, if the said Unit is purchased by two or more persons then all notices issued will be dispatched through R.P.A.D. or Courier to the address of the Prospective Acquirer No.1 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.

32. 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.

33. The Scheme shall always be known as **"UNIZA"**, and this name shall not be changed in any circumstances.

34. 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.

35. 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.

36. Vendor i.e. M/s. Samarth Realities has authorized its Partner **Mr. Rajendra Rameshbhai Shah** to sign the present Agreement for Sale and other documents on behalf of said Partnership Firm.

37. 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 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.

38. 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.

39. After Vendor executes this Agreement he/it/she/they shall not mortgage or create a charge on the Unit and/or Building 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 be paid fully by Vendor before execution of Sale Deed

40. At the time of giving physical possession of the said Unit to the Prospective Acquirer the measurement of Carpet Area mentioned in this Agreement and any short fall in the actual measurement of Carpet Area will be refunded by the Vendor to the Prospective Acquirer.

41. The First Party has declared and announced its scheme by issuing broachers and pamphlets and also inserting advertisements in newspaper and publishing in other manners. It has been agreed that if anything agreed upon as recorded herein is inconsistent with what has been advertised as aforesaid, what is agreed upon herein shall prevail.

42. If any misrepresentation/concealment/ suppression of material facts are found to be made by the Prospective Acquirer, the Booking will be cancelled and the amount paid by Prospective Acquirer shall be forfeited and the Prospective Acquirer shall be liable for such Misrepresentation/ Concealment/ Suppression of material facts in all respect.

43. 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 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 Third Party 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.

44. 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.

45. Dispute Resolution:

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 Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations thereunder and the Laws of India for the time being in force and the courts at Ahmedabad will have the jurisdiction for this Agreement.

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.

ANNEXURE-A
Title Certificate and Title Report

ANNEXURE-B
ANNEXURE-B SCHEDULE OF WORK ACCORDING PAYMENT STRUCTURE

Amount of Rs. …………………. /- (Rupees ……………………….) (not exceeding 30% of the total consideration to be paid to First Party after the execution of Agreement.

Amount of Rs. …………………. /- (Rupees ……………………….) (not exceeding 45% of the total consideration to be paid to First Party on completion of the plinth of the building or wing in which the said Unit is located.

Amount of Rs. …………………. /- (Rupees ……………………….) (not exceeding 70% of the total consideration) to be paid to First Party on completion of the slabs including podiums and stilts of the building or wing in which the said Unit is located.

Amount of Rs. …………………. /- (Rupees ……………………….) (not exceeding 75% of the total consideration) to be paid to First Party on completion of the walls, internal plaster, floorings doors and windows of the said Unit.

Amount of Rs. …………………. /- (Rupees ……………………….) (not exceeding 80% of the total consideration) to be paid to First Party on completion of the sanitary fittings, staircase lift wells, lobbies upto the floor level of the said Unit.

Amount of Rs. …………………. /- (Rupees ……………………….) (not exceeding 85% of the total consideration) to be paid to First Party on completion of the external plaster, elevation, terraces with waterproofing of the building or wing in which the said Unit is located.

Amount of Rs. …………………. /- (Rupees ……………………….) (not exceeding 95% of the total consideration) to be paid to First Party 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 Unit is located.

Balance Amount of Rs. ………………./- (Rupees ……………………..) against and at the time of handing over of the possession of the Unit to the Prospective Acquirer on or after receipt of occupancy certificate or completion certificate.

ANNEXURE-C
Sanctioned Plans, Layout Plans and Specifications

ANNEXURE-D
The List of common amenities/facilities

Common Garden, Main Entry Gate, Overhead Tanks, Under Ground Tanks, Bore well, Pressure pump, Motor, Lift, Common lighting & Parking Paver Blocks.

SCHEDULE

Non-Agricultural land for Commercial purpose bearing New Revenue Survey No.434 paiki [Old Revenue Survey No.1108] admeasuring 8903 sq. mt. which is included in Draft Town Planning Scheme No.06 [Vejalpur] and allotted land of Final Plot No.200/1 paiki admeasuring approximately 3405 sq. mts. paiki Sub-Plot No.4 admeasuring about 668.89 sq. mt. situate, lying and being at Mouje: Jodhpur, Taluka: Vejalpur in the Registration District of Ahmedabad and Sub-District Ahmedabad-4 [Paldi.

The said Unit is bounded as under:

On the East by :-

On the West by :-

On the North by :-

On the South by :-

IN WITNESS WHEREOF the parties hereto have hereunto in duplicate set and subscribed their hands and seal the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED FIRST PARTY

M/s. Samarth Realities, a Partnership Firm
Through its Partner
Mr. Rajendra Rameshbhai Shah ______________________

SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED PROSPECTIVE
ACQUIRER

1. MR. _________________ ____________________

2. MR. __________________ ____________________

IN PRESENCE OF FOLLOWING WITNESSES:

(1) …………………………………….

(2) ……………………………………..

SCHEDULE

SIGNATURE	PHOTOGRAPH	THUMB IMPRESSION

FIRST PARTY

____
M/s. Samarth Realities, a Partnership Firm
Through its Partner
Mr. Rajendra Rameshbhai Shah

SECOND PARTY:

____