

AGREEMENT FOR SALE WITHOUT POSSESSION

This Agreement made at Ahmedabad thisday of, 2020,

BETWEEN

VENDOR
FIRST PARTY

: **M/s. AEON BUILDCON LLP,**
A Limited Liability Partnership Firm registered under the provisions of the Limited Liability Partnership Act having identification number AAJ-4735 on 23-05-2017[PAN: ABGFA5991D]having its registered office at C.S. 001/1, Basement, Mansi Apartment, Near Vidhyanagar High School, Usmanpura, Ahmedabad, Gujarat through its Authorized Partners **(1)** Mr.Yogeshbhai Bhogilal Patel aged Adult, Occupation business, address at B-403 Sanskruti Apartment, Opp Vasupujya Tower, Naranpura, Ahmedabad-380013 **(2)** Mr. Manojbhai Vinodchandra Shah aged Adult, Occupation business, address at 21 Trivenipark, Opp Surdhara Bungalow, Sal Hospital Road, Thaltej, Ahmedabad-380054 **(3)** Mr. Harsh Pravinbhai Patel aged Adult, Occupation business, address at 401-Angat Residency, Nr Super School, Ghatlodiya, Ahmedabad-380061**(4)** Mr. Rajesh Shantilal Jadia **(5)** Mr Prince Rajesh Jadia both aged Adult, Occupation business, both address at 203 Rajshree Apartment, Sardar Patel Society, C.G Road, Ahmedabad-380009**No.1 and No.4** named herein above through their lawful power of attorney holder **1.Mr.Yogeshbhai Bhogilal Patel** aged Adult,

Occupation business, address at B-403 Sanskruti Apartment, Opp Vasupujya Tower, Naranpura, Ahmedabad-380013 and 2. **Mr. Rajesh Shantilal Jadia**, address at 203 Rajshree Apartment, Sardar Patel Society, C.G Road, Ahmedabad-380009.

(Hereinafter in this Agreement for Sale referred to as **Vendor / First Party**, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Partners of the said Vendor their heirs, legal representatives, executors, administrators, successors and assigns etc. of the Party) of the **First Part**.

AND

SECOND PARTY **PURCHASER**

:

.....

Pan No.:

Aadhar No.:

Aged Adult, Having Address at
....., Ahmedabad-

Hereinafter in this Agreement for Sale collectively referred to as “**the Purchaser/Second Party**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said “**PURCHASER**” and their heirs, legal representatives, successors and assigns) of the **Second Part**.

WHEREAS:

A. The Vendor herein is sufficiently entitled to the leasehold rights in the piece or parcel of the Non Agricultural land bearing Sub Plot No.1 admeasuring about 1838 sq. mtrs. and Sub Plot No 4 admeasuring about 748 sq. mtrs. totally admeasuring about 2586 sq. mtrs. of Final Plot No. 323 paiki of Town Planning Scheme No.3 (land of old Survey No.21 and 22 paiki) which is now forming part of City Survey No 2980 admeasuring about 7832 sq. mtrs.and City Survey No 2980/2 admeasuring about 2586 sq. mtrs situate, lying and being at Moje Changispur alias Mithakhali, Taluka Sabarmati, in the Registration District of Ahmedabad and Sub District of Ahmedabad-3 (Memnagar) hereinafter referred to as the said

“Project Land / Land” in this Agreement for Sale and is more particularly described in the Schedule – 1 hereunder written.

- B. That the Vendor herein has purchased the leasehold rights in the said Project Land from its previous owner Mr. Raojibhai Mathurbhai Patel vide a Deed of Assignment registered before the Sub Registrar of Ahmedabad – 03 (Memnagar) at serial no. **6015** on 22/8/2017. Upon such assignment deed, the Vendor herein has been put in quiet, vacant and peaceful possession of the said Project Land.
- C. That the Non Agricultural Use Permission for commercial purpose for the said Project Land has been granted by the Deputy Collector, Ahmedabad vide his order bearing no. N..A./U-1/SECTION 65-A/CHANGISPUR/CASE NO. 467/2017 dated 12-04-2017.
- D. AND WHEREAS the Vendor has got the plans for construction of commercial building on the said Project Land sanctioned from the Ahmedabad Municipal Corporation (AMC) and Commencement Letter dated 30-05-2017 bearing reference no. 8530/090317/A8186/R0/M1 in Case No. BHNTI/WZ/ 090317/ GDR/A8186/R0/M1 and Revised Commencement Letter dated 15-07-2020 bearing reference no. 11062/090317/A8186/R0/M1 in Case No. BHNTI/WZ/ 090317/ GDR/A8186/R0/M1 has been issued in this regard.
- E. That as per the said approved plan the Vendor has commenced development of the said Project Land and started construction of Commercial Project named “**323 CORPORATE PARK**” (hereinafter referred to as said “**Project**”). The Project consists of a single building having three basements for parking and Ground Floor to Second Floor shall have showrooms and Third Floor to Twelfth Floor shall have office. There are total 83 commercial units in the Project and the construction detail is as per the Development Permission issued by AMC attached herewith as **Annexure - A**. In the said Project there are certain offices which have exclusive appurtenant balcony/terrace and the purchaser/occupier of such offices shall be entitled to exclusive usage of such open balcony/terrace.
- F. In the said Project, the Vendor has provided 44 Car Parking and 37 Two-wheeler Parking in Basement-1, 29 Car Parking and 37 Two-wheeler Parking in Basement-2 and 31 Car Parking and 37 Two-wheeler Parking in Basement-3 in the said Project which is appropriate/sufficient as per the provisions of the General Development Control Regulations.
- G. AND WHEREAS the Vendor has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the said “Act”) and the Gujarat Real Estate (Regulation and

Development) (General) Rules, 2017 (hereinafter referred to as the said “Rules”) with the Real Estate Regulatory Authority at Ahmedabad (hereinafter referred to as the said “Authority”) and the said Authority has issued a Registration Certificate of Project dated 06-11-2017 bearing reference no. PR/GJ/AHMEDABAD/AHMEDABAD CITY/AUDA/CAA00597/ 061117. And Renewable RERA No. PR/GJ/AHMEDABAD / AHMEDABAD CITY / AUDA / CAA00597 / EX1 / 220620 dated 22.06.2020 A copy of the said Registration Certificate is annexed herewith at **Annexure - B.**

- H. In the said project known as “323 CORPORATE PARK”, the Purchaser herein has expressed their desire for purchasing a commercial Unit being **Office No-....** and the VENDOR has agreed to sell **Office No-** , situated on ...Floor and admeasuring **sq. feet** of super built-up area approximately hereinafter referred to as the “said Property” in this Agreement for Sale and more particularly described in the Schedule- II hereunder written. The detail of the carpet area (as per the said Act) of the said Property and other appurtenant areas (meant for exclusive use of the PURCHASER) to the said Property is as follows:

Unit No	Carpet Area sq. mtr.	Balcony/Terrace Area sq. mtr.
Office-...		Not Applicable

- I. ND WHEREAS, prior to the execution of this Agreement for Sale, the Vendor has given to the Purchaser copies of all the title documents relating to the Project Land, Title Certificate, copies of sanctioned plans and development permission issued by the authority, copy of N. A. Use permission, copies of the plans, project specifications and such other documents as are specified under the said Act. The Purchaser have themselves and through their Advocates/Consultants verified all details and documents and the Purchaser is fully satisfied about the right, title and interest of the Vendor with respect to the said Project Land on which the Project “**323 CORPORATE PARK**” is being constructed and regarding the permissions obtained by the Vendor and in future the Purchaser shall not raise any dispute/objection in respect of the same.
- J. The Vendor and Purchaser have negotiated for the sale of the said Property belonging to the Vendor and more particularly described in the Schedule II written hereunder and as a result thereof, the Vendor has agreed to sell and the Purchaser has agreed to purchase the said Property on the terms and conditions appearing hereinafter.

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

1. RECITALS PART OF THE AGREEMENT:

The Parties hereby agree and confirm that all the recitals of this Agreement form and integral part of this Agreement and shall be read accordingly.

2. SALE AND PURCHASE OF PROPERTY AND PAYMENT OF PURCHASE CONSIDERATION:

1. The Purchaser is/are desirous of purchasing and acquiring from the Vendor, on what is commonly known as ‘ownership basis’, the said Property bearing no. **Office No-.....**, situated on the Floor having Carpet Area of **Sq. Mtrs.**, in the Project known as “**323 CORPORATE PARK**” situated on the said Project Land for the consideration and on the terms and conditions herein contained. The said Property and said Attached Area to the said Property are shown in red colour boundary line in the floor plan being Annexure – C annexed hereto.
2. In consideration of the Vendor, having agreed to sell and the Purchaser having agreed to purchase the said Property and the Attached area to the said Property, the Purchaser shall pay to the Vendor a sum of **Rs.00,00,000/- (RupeesOnly)** being the purchase consideration (hereinafter “the Purchase Consideration”) which is calculated only on the basis of the Carpet Area of the said Property and includes price for the said Attached Area meant for exclusive use of the Purchaser and proportionate price of the common areas and facilities of the said Project. The nature, extent and description of the common areas and facilities are more particularly described in the Schedule - III annexed herewith.
3. The Purchaser has on or before the execution of this Agreement paid to the Vendor, in the following manner, a sum of **Rs.40,00,000/- (Rupees Forty Lakh only)** being the earnest money (hereinafter referred to as “Earnest Money”), the receipt whereof is hereby admitted and acknowledged by the Vendor (subject to realization of cheque(s)) and of and from the same and every part thereof forever acquit, release and discharge the Purchaser:

Sr. No.	Amount (in Rupees)	Cheque/D.D. No./RTGS No./NEFT No.	Date	Bank Name and Branch
1.				
2.				
3.				

4.				
	-----	Being TDS deducted @ 1% as per the provisions of the Income Tax Act.		
	Total- 00,00,000- 00	Rupees Forty Lakh only.		

4. The Purchaser hereby covenants and represents that they shall pay the balance amount of **Rs.00,00,000/-** to be paid before **date**, In case the Prospective Acquirer is availing financial assistance from bank or financial institution he/she has/have to pay the equal instalments as per above schedule other than loan amount.

5. It is agreed between the parties that the Purchase Consideration is exclusive of any taxes, levies, cesses, imposts or such charge, cost or outlays by whatever name called, charged, levied, imposed, and payable in respect of the said Property or howsoever arising from the transaction contemplated herein to any Government Authority. Any and all taxes, that is service tax, value added tax (VAT), GST or Stamp Duty, registration fees, or any tax, levy or imposts etc. arising from sale or transfer of the said Property to the Purchaser or the transaction contemplated herein shall be borne and paid by the Purchaser or reimbursed by the Purchaser within 7 days of demand raised by way of Notice by the Vendor to the Purchaser.

6. The Purchaser 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 or on account of any additional fixture/facility (other than standard fixtures provided by the Vendor) demanded by the Purchaser in the said Property. The Vendor undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Vendor shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser.

7. The Purchaser shall pay to the Vendor the instalments of Purchase Consideration or any other dues under this Agreement on their respective due dates without demand being made. Provided further that in case the due date is to be reckoned with some event, then Purchase Consideration shall be payable by the Purchaser within 7 days upon intimation/Notice by the Vendor of the occurrence of such event and the liability to pay such amount.

8. The Purchaser agree(s) that payment of the amounts by the Purchaser to the Vendor under this Agreement are required to be paid on respective due date, the time being essence of contract and any default by the Purchaser in this regard shall entitle the Vendor to enforce default remedies as set out hereunder.

9. The Purchaser authorizes the Vendor to adjust/appropriate all payments made by the Purchaser under any head(s) and in any order as the Vendor may deem fit and proper against any outstanding dues of the Purchaser under this Agreement and the Purchaser shall not raise any dispute in this regard.

10. Default by the Purchaser in payment of maintenance charges / outgoing and taxes shall be default under this Agreement and entail the Vendor to enforce default remedies as provided herein or seek the remedies under the said Act or under any other laws.

11. The Vendor shall confirm the final carpet area of the Property that has been agreed to be purchased by the Purchaser after the construction of the Building in which the Property is located 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. If the variation in carpet area of Property is more than 3% then the Purchase Consideration payable for the carpet area shall be recalculated upon confirmation by the Vendor. If there is any reduction in the carpet area of more than 3%, then Vendor shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate of 6%, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area of more than 3% of the Property then the Vendor shall demand additional amount from the 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 2.2 of this Agreement.

3. OTHER CHARGES PAYABLE BY THE PURCHASER:

- 3.1 The Vendor shall form a Society or Association or Company (hereinafter referred to as "Management Body") for the effective management and maintenance of the common areas and facilities to be provided in the said Project. The Purchaser herein along with other purchaser(s) of Property's in the Project shall join in forming and registering the Management Body to be known by such name as the Vendor may decide and for the Purchaser shall, for the purpose of formation of such Management Body, sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Management Body, including the bye-laws of the proposed Management Body and duly fill in, sign and return to the Vendor within seven days of the same being forwarded by the Vendor to the Purchaser, so as to enable the Vendor to register the

Management Body. No objection shall be taken by the Purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The Purchaser further agrees that he/she/it/they shall observe and follow the rules and regulations of the Management Body from time to time and shall regularly pay the common expenses and maintenance charges every month as well as any lump sum amount as may be decided by the said management body for operation and maintenance of common facilities and amenities of the Project.

- 3.2 In addition to the Purchase Consideration mentioned hereinabove, the Purchaser shall also be liable to pay the following amount by way of charges or deposits:

Sr. No.	Amount (in Rupees)	Purpose
1.	Rs. 250/-	For purchasing necessary shares of the Management Body.
2.	Rs. 180/- per sq. feet carpet area	Towards Maintenance Deposit
3.	Rs. 7/- per sq. feet carpet area	Towards Monthly running Maintenance charges for 24 months payable in advance by post dated cheques.
	Total:	

The Purchaser shall bear any GST or any tax payable on the abovementioned amounts. The abovementioned Maintenance deposit shall be transferred by the Vendor in the name of the Management Body as and when it is formed and functional. The Vendor shall not pay any interest on the said deposit amount. The Maintenance charges collected by the Vendor shall be utilized by the Vendor for the common expenses of the Project and for the maintenance of common amenities and up-keep of common areas and facilities. The balance amount of maintenance charges shall be transferred by the Vendor without any interest to the Management Body as and when the Management Body takes over the maintenance of the Project.

- 3.3 The Purchaser hereby agrees that he/she/it/they shall also be liable to pay to the Vendor, the Purchaser's share of stamp duty and registration fees payable for transfer of project land and/or title in common areas (as defined under the Act) in the Project in favour of the Management Body. If the Purchaser fails to pay such amount, then the Vendor shall be entitled to deduct the proportionate amount from the Monthly Maintenance/Maintenance Deposit paid by the Purchaser to the Management Body.
- 3.4 Over and above the amounts mentioned in the agreement to be paid by the Purchaser, the Purchaser shall on or before delivery of possession of the said Property shall pay to the Vendor or Management Body such proportionate share

of the outgoings as may be determined by the Vendor and which are not covered in any other provisions of this agreement.

- 3.5 The Purchaser is desirous of having 1 no. of reserved car parking spaces for **Unit/Office No-.....** in the said Project. Charges for reserved car parking space is included in the said property Purchase Consideration Amount. The Vendor shall in its sole discretion be entitled to allocate the location of such car parking space to be reserved for the Purchaser herein.
- 3.6 The Purchaser shall, prior to the execution of Sale Deed, be liable to pay all Other Charges mentioned in clause 3 within 7 days upon intimation/Notice by the Vendor of the liability to pay such amount.

4. POSSESSION AND CONVEYANCE DEED:

- 4.1 The Vendor shall complete the Project and obtain Building Use Permission on or before 31-03-2020, subject to Force Majeure conditions.
- 4.2 “Force Majeure” shall mean any event or combination of events or circumstances beyond the control of the Vendor which cannot (a) by the exercise of reasonable diligence or (b) despite the adoption of reasonable prevention and/or alternative measures, be prevented or caused to be prevented and which adversely affects the Vendor’s ability to perform its obligations under this Agreement, which shall include but not be limited to:
 - (i) Act of God e.g. fire, drought, flood, earthquake, epidemics, natural disasters; or
 - (ii) Explosions or accidents, air crashes, act of terrorism; or
 - (iii) Strikes or lock outs, industrial disputes; or
 - (iv) Non-availability of cement, steel or other construction material due to strikes of manufactures, suppliers, transporters, shortage of labour or other intermediaries or due to any reason whatsoever; or
 - (v) War and hostilities of war, riots, bandh or civil commotion; or
 - (vi) The amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Government Authority that prevents or restricted Vendor from complying with any or all the terms and conditions as agreed under this Agreement; or
 - (vii) Any legislation order or rule or regulation made or issued by the Govt. or any other authority or, if any competent authority(ies) refuses, delays withholds, denies the grant of necessary approvals for the said building / said Project or; if any matters, issues relating to such approvals, permissions, notices, notifications, by the competent authority(ies) become subject matter any suit / writ before a competent court or; for any reason whatsoever; or
 - (viii) Any event or circumstances analogous to the foregoing.

- 4.3 Upon receipt of the Building Use Permission, the Vendor shall send a Notice to the Purchaser requiring him to make payment of all outstanding amounts payable under this Agreement within 7 days of receipt of Notice and upon such payment being made, the Vendor shall handover possession of the said Property to the Purchaser simultaneously upon execution and registration of conveyance/sale deed of said Property in favour of the Purchaser.
- 4.4 The Purchaser shall take possession of the Property within 15 days of the receipt of written notice from the Vendor to the Purchaser intimating that the said Property is ready for use and occupancy. The Purchaser shall execute necessary sale/conveyance deed and other documentation as may be drafted by the Vendor's Advocate / Solicitor. In case the Purchaser fails to take possession within 15 days of the receipt of written notice from the Vendor to the Purchaser intimating that the said Property is ready for use and occupancy, the Purchaser shall continue to be liable to pay maintenance charges, municipal taxes, proportionate land revenue, water taxes, electricity charges etc. as applicable.
- 4.5 It is agreed between the parties that in the conveyance deed/sale deed to be executed between the parties, additional terms and condition may be incorporated or the present terms and conditions may be modified as may be required as per the provisions of Real Estate (Regulation and Development) Act, 2016 or any other law for the time being in force or rules framed there under.

5. DELAY INTEREST AND TERMINATION:

- 5.1 If the Vendor fails to abide by the time schedule for completing the Project and handing over the Property to the Purchaser, except in Force Majeure condition, then the Vendor agrees to pay to the Purchaser, interest @ 6% per annum, on all the amounts paid by the Purchaser, for every month of delay, till the date of obtaining the Building Use Permission of the Project.
- 5.2 The Purchaser shall be entitled to cancel this Agreement for Sale and withdraw from the Project only if the Vendor fails to complete the Project within the time limit mentioned hereinabove (except delay due to Force Majeure conditions) and only in such circumstance, the Vendor shall repay all amounts paid by the Purchaser along with interest @ 6% per annum calculated from the date of receipt of each instalment.
- 5.3 If the Purchaser makes any delay in payment of any instalment of Purchase Consideration and/or makes delay in payment of any other amounts payable under this Agreement, then notwithstanding or without prejudice to the Vendor's right of termination of this Agreement, the Purchaser shall be liable to pay interest @ 6% per annum on all delayed payments from the date on which the amount became due and payable under this Agreement till the date it is actually paid. The Vendor shall, under such circumstances, be entitled to withhold the

delivery of possession of the Property to the Purchaser until entire dues are not paid by the Purchaser.

- 5.4 Without prejudice to the Vendor's right to demand interest for delayed payments from the Purchaser as stated in clause 5.3, the Vendor shall also be entitled to terminate this Agreement unilaterally if the Purchaser commits defaults in payment of any amount (including payment of any taxes, interest) due and payable by the Purchaser to the Vendor under this Agreement and any such amount along with interest remains unpaid for a period of 2 (two) months from the date on which such amount (including interest) became due and payable.

Provided that, Vendor shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and/or mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Vendor within the period of notice then at the end of such notice period, Vendor shall be entitled to terminate this Agreement unilaterally by executing and registering a Cancellation Deed.

Provided further that upon such termination of this Agreement by the Vendor, the Vendor shall be entitled to deduct as liquidated damages, the entire portion of Purchase Consideration already paid by the Purchaser till the date of termination or 50% of the total Purchase Consideration, whichever is less. Any refund of money due to the Purchaser shall be made by the Vendor within 30 days from such termination.

Provided further that upon such termination of this Agreement by the Vendor, the Purchaser shall not be entitled to claim any right title or interest in the said Property/Property and the Vendor shall be entitled to sell or in any other manner transfer or dispose-off the said Property to any third party/(ies) or such person(s) in such manner and at such terms and conditions as may be deemed fit and proper by the Vendor in its absolute discretion without any reference to and/or consent or concurrence of the Purchaser.

6. REPRESENTATIONS AND WARRANTIES OF THE VENDOR:

- 6.1 The Vendor has clear and marketable title with respect to the Project Land subject to what is stated in the Title Report issued by Solicitor M/s. Jani & Company dated 12/01/2018 and the Vendor has the requisite permissions from local authorities to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project.

- 6.2 The Vendor assures the Purchaser that the Vendor has not obtained any loan from any financial institutions and it has not created any charge over the said Project Land.
- 6.3 There are no litigations pending before any Court of law with respect to the Project Land or Project except those that may be disclosed in the title report.
- 6.4 The Vendor has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the said Property which will, in any manner, affect the rights of Purchaser under this Agreement.
- 6.5 The Vendor has duly paid and shall continue to pay and discharge governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the time Building Use Permission is not obtained.
- 6.6 No notice from the Government or any other local body for acquisition or requisition has been received or served upon the Vendor in respect of the Project Land and/or the Project.
- 6.7 The Vendor shall provide the fixtures and fittings with regard to the flooring, sanitary fittings, lifts, etc. as set out in Annexure D, annexed hereto.
- 6.8 If within a period of five years from date of Building Use Permission, the Purchaser brings to the notice of the Vendor any structural defect in the Property or the building in which the Property is located or any defects on account of workmanship, quality or provision of service, then wherever possible such defects shall be rectified by the Vendor at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Vendor, compensation for such defect in the manner as provided under the Act.

Provided that the Vendor shall not be liable to rectify any defect or for payment of any compensation in the following events:

- a. if the cause of any such defect is not attributable to the Vendor or are beyond the control of the Vendor; or
- b. In case of natural wear-and tear and damage resulting from rough handling, improper use or unauthorized modification; or
- c. Vendor shall not be liable to the extent of any inherent permissible variation and tolerances in shapes, size, thickness or color variation of various natural or factory made products which are not considered as defect by the manufacturers or the supplier; or
- d. In case where guarantees and warranties are provided by the third parties, the same shall be extended to the Purchaser and to honour such warranties and guarantees shall be at the sole discretion of the third party providing the same. Further where the manufacturer guarantee/warranty as provided by the third

party ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/wing, and if the annual maintenance contracts are not done/renewed by the Purchaser/Management Body, the Vendor shall not be responsible for any defects occurring due to the same.; or

e. The Management Body or the individual Purchaser shall adhere to maintenance schedule as prescribed by the manufacturer/Vendor.

f. The Purchaser is hereby informed not to use acid for cleaning bath, toilet, wc, balcony, terrace etc. because usage of acid causes the joints to open/widen resulting in seepage/leakage. In future if there is any leakage/seepage of water/gutter-line due to usage of acid then the Purchaser/Management Body shall be responsible for carrying out such repair work in its Unit or in the Unit located on upper/lower floor at their own cost and expense.

g. The Purchaser shall not throw garbage/solid waste, vegetable/fruit waste, sanitary pads or any other solid item which may result in clogging of gutter lines/wc in toilets/kitchens. If the clogging of gutter lines/wc is due to such waste thrown in it by the occupants then the Purchaser/occupier shall be responsible to carry out the repair work or in the alternative pay for the repair work.

h. The Purchaser shall not carry out any alterations of any nature in the said Unit which shall include but not be limited to alterations in columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, and toilet, which may result in leakage/seepage of the water. If any of such works are carried out without the written consent of the Vendor then the defect liability automatically shall become void.

- 6.10 As per the provisions of the said Act, the Vendor shall transfer the title of the common areas in the Project to the Management Body and shall handover peaceful possession of the same to the Management Body.

7. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER:

- 7.1 The Purchaser shall regularly pay all amounts (including interest) payable under this Agreement.
- 7.2 The Purchaser shall use the said Property or any part thereof or permit the same to be used only for commercial purpose. The Purchaser shall use the parking space only for purpose of keeping or parking passenger vehicle.
- 7.3 Within 15 days after notice in writing is given by the Vendor to the Purchaser that the Property is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Property) of outgoings in respect of the Project Land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, watchmen, sweepers and all other expenses

necessary and incidental to the management and maintenance of the Project Land and Project. Until the Management Body is formed, the Purchaser shall pay to the Vendor such proportionate share of outgoings as may be determined. The amounts so paid by the Purchaser to the Vendor shall not carry any interest and remain with the Vendor until the same is transferred to the Management Body as aforesaid.

- 7.4 The Purchaser agree that though they shall become free, independent and absolute owners of the said Property, the said Property shall be used, occupied and transferred by them as per rules and regulations that shall be framed by said Management Body.
- 7.5 The Purchaser is aware that the other units situated in the Project shall be transferred to other purchasers in future, and agreements and Sale deeds/ Conveyance Deed will be made in favour of such other purchasers. The Purchaser is also aware that all other owners shall also be entitled to use and enjoy the common facilities and they also shall have undivided interest therein. It is agreed that the Purchaser will be entitled to use and enjoy the undivided common facilities only after and upon payment of necessary charges/fees and by becoming member of proposed Management Body.
- 7.6 The Purchaser shall maintain the Property at the Purchaser's own cost in good and tenantable repair and condition from the date of possession of the Property is taken and shall not do or suffer to be done anything in or to the building in which the Property is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Property is situated and the Property itself or any part thereof without the consent of the local authorities, if required.
- 7.7

Not to store in the Property any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Property is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Property is situated, including entrances of the building in which the Property is situated and in case any damage is caused to the building in which the Property is situated or the Property on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
- 7.8 The Purchaser shall at his own cost carry out all internal repairs to the said Property and maintain the Property in the same condition, state and order in which it was delivered by the Vendor to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Property is situated or the Property which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser

committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- 7.9 Not to demolish or cause to be demolished the Property or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Property or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Property is situated and shall keep the portion, sewers, drains and pipes in the Property and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Property is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Property without the prior written permission of the Vendor and/or the Management Body.
- 7.10 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the building in which the Property is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 7.11 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Property in the compound or any portion of the project land and the building in which the Property is situated.
- 7.12 The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Property until all the dues payable by the Purchaser to the Vendor under this Agreement are fully paid up and without the prior written consent of the Vendor.
- 7.13 The Purchaser shall observe and perform all the rules and regulations which the Management Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Property's therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Management Body regarding the occupancy and use of the Property in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- 7.14 The Purchaser shall permit the Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Property or buildings or any part thereof to view and examine the state and condition thereof. The Purchaser shall permit the Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into

and upon the project land or any part thereof to view and examine the state and condition thereof.

- 7.15 The Purchaser does not get any right, title or interest in the said Property by virtue of this Agreement for Sale. The titles of the said Property shall be transferred to the Purchaser only after payment of full and final consideration amount (including all aforesaid charges) and upon execution of final sale deed in favour of the Purchaser. 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 or of the said Project Land and Building or any part thereof. The Purchaser shall have no claim save and except in respect of Property hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, common amenities, facilities and areas, will remain the property of the Vendor until the same is transferred as hereinbefore mentioned.
- 7.16 The Purchaser is aware that on the 12th Floor of the said Project there is a single Office bearing no. 1201 and the Purchaser has been informed that the terrace on the 12th Floor abutting said Office No. 1201 is not a common property and it shall be sold or in any other manner transferred to the purchaser/occupier of Office No. 1201 and the Purchaser herein shall not raise any dispute in this regard in future. The purchaser/occupier of Office No. 1201 shall be entitled to put up temporary construction on the terrace and use the terrace as a restaurant/café or for any other purpose. The purchaser/occupier of Office No. 1201 and its employees/agents/visitors shall be entitled to use the common areas and facilities like stair-case, lift, parking, etc. for accessing the Office No. 1201 and terrace. The terrace above stair-case cabin and lift rooms shall be treated as a common terrace and purchasers of other units in the Project shall use it for affixing dish-tv, internet devices and other communication devices.
- 7.17 Similarly the terraces located on 3rd Floor of the said Project (i.e. above showroom no. 201 to 204) shall not be a common property and it shall be sold or in any other manner transferred to purchasers of unit no. 301 to 304 on 3rd Floor and the Purchaser herein shall not raise any dispute in this regard in future. The purchaser/occupier of unit no. 301 to 304 on 3rd Floor shall be entitled to put up temporary construction on the terrace and use the terrace as a restaurant/café or for any other purpose without any objection from the Purchaser herein. The purchaser/occupier of unit no. 301 to 304 on 3rd Floor and their employees/agents/visitors shall be entitled to use the common areas and facilities like stair-case, lift, parking, etc. for accessing the Unit No.301 To 304 and terrace.
- 7.18 The residual or unutilized or additional FSI with respect to the said Project Land shall always belong to the Vendor. The Vendor alone shall be entitled to use the residual or unutilized or additional FSI on the said Project Land by constructing additional floors/buildings or the Vendor may use such residual or unutilized or additional FSI at any other location or the Vendor may sell or in any other manner transfer such residual or unutilized or additional FSI to any third party. It

is also agreed by the Purchaser that even after the Management Body has been formed with respect to the said Project, the Vendor alone shall be entitled to retain full right and authority to use or sell such residual or unutilized or additional FSI.

- 1.19 The Purchaser hereby acknowledges that even after the Management Body has been formed with respect to the said Project, the Vendor shall be entitled to sell or in any other manner transfer the un-sold Property(s) and allot un-reserved parking spaces in the said Project to any third party on such terms and conditions as it may deem fit and such purchaser/transferee of un-sold Property's shall be entitled to become member of the Management Body and use all common areas and facilities in the Project at par with other unit purchasers/occupiers.
- 7.20 The approved layout/plans shown to the Purchaser at the time of signing of this Agreement is subject to change / variation / modification by Vendor. The Purchaser accepts that the layout/plans shown to him/her at the time of signing of this Agreement can be changed, modified, varied by the Vendor from time to time in absolute discretion of the Vendor for any reasons whatsoever including the reason of market conditions, market demand and / or requirements of Development Control Regulations. The Purchaser has also been given the Brochure of the Project which also describes the Project. However, the said Brochure is only for illustrative purposes and is not to be construed as a binding legal document. The images shown in the brochure are computer stimulated representations and are subject to error and omissions. The furniture and fixtures shown in the brochure are only for illustrative purpose and do not form a part of the standard product. The Vendor reserves the right to make changes/alterations in the actual construction at site or in specifications or amenities of the Project as may be suggested by the Architect or Engineer of the Project. It is agreed by the Purchaser that the Vendor shall also be entitled to carry out any change / modification and / or variation in the approved layout in any other manner as may be required by the Vendor for consumption of full FSI available from time to time. The Purchaser hereby gives his irrevocable consent for any change/modification/variation in the layout/plans of the Project and the Purchaser waives his right to inspect/demand inspection of any such change/modification/variation in the layout/plans of the Project, provided such changes or modifications in layout/plans do not adversely affect or alter the said Property.
- 7.21 The Purchaser hereby covenants that it shall not raise any objections against inclusions/exclusions of any type of legally permissible construction/development being made in the "323 CORPORATE PARK" Project. The Purchaser hereby covenants that the Vendor shall be entitled to develop the said "323 CORPORATE PARK" project without any hindrance, objection or requisition from the Purchaser notwithstanding any perceived or actual nuisance or inconvenience that may be caused owing to the construction work. Further, the Purchaser covenants with the Vendor that the Vendor shall be entitled to

undertake construction and develop the “323 CORPORATE PARK” Project in the manner it desires and the Purchaser shall extend all the co-operation to the Vendor for the same.

- 7.22 The Purchaser represent that they have read and understood and are completely satisfied with the specifications, plans, lay out, brochures, approvals, title of the said Project Land and the said Property, price and the manner in which the Vendor proposes to develop the said Property.
- 7.23 The Purchaser will have to bear any Betterment charges or AMC/AUDA/Government related charges/levies and deposits / charges for drainage or water or gas /utility connections and any town planning related charges that may come up in the future from time to time before or after the Sale Deed.
- 7.24 The Purchaser will bear and pay all present and future, applicable charges, property / municipal taxes, cess, betterment charges, service tax, GST etc. payable to the Central Government, State Government, AMC/AUDA and/or local authorities after the date of booking/agreement in respect of the Said Property.

8. POWER OF ATTORNEY:-

For the purpose of carrying out any sale transactions in respect of the showrooms and offices of the said scheme, all the partners of the executor partnership LLP firm have, jointly, executed a Special Power of Attorney in favour of the attorney of the partnership firms viz. (1) Yogeshbhai Bhogilal Patel and (2) Rajesh Shantilal Jadiya. The said power of attorney has been duly registered in the office of Sub-Registrar, Ahmedabad-3 (Memnagar) vide Sr. no.1661 on 20/02/2018. Since then, by virtue of the said power of attorney, the power of attorneys of the executor partnership llp firm, have made their seals and signatures on behalf of the executor partnership llp firm, in respect of the said property mentioned in the schedule in this agreement to sale. The said power of attorney is in force as on date and all the partners who have given their power are still alive which we declare today, by way of this agreement to sale.

9. BINDING EFFECT

Forwarding this Agreement to the Purchaser by the Vendor does not create a binding obligation on the part of the Vendor or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 15 (fifteen) days from the date of receipt by the Purchaser and secondly,

appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Vendor. If the Purchaser fails to execute and deliver to the Vendor this Agreement within 15 (fifteen) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendor, then the Vendor shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest after deducting 5% of the total purchase price, whichever is less, as administrative charges.

10. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Property/plot/building, as the case may be.

11. RIGHT TO AMEND

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

12. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/ SUBSEQUENT PURCHASERS

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

13. 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.

14. NOTICES

That all notices to be served on the Purchaser and the Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Vendor by Registered Post A.D and/or notified Email ID/Under Certificate of Posting at their respective addresses as above mention.

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

15. JOINT PURCHASERS

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

16. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts at Ahmedabad will have the jurisdiction for this Agreement

17. STAMP DUTY AND REGISTRATION FEES:

The expenses for Stamp Duty, Additional Stamp Duty, Registration Fees, other applicable government taxes, Miscellaneous expenses, etc in respect of this Agreement for Sale and deed of Conveyance shall be borne by the **PURCHASER** alone. Further if the said agreement is required to be cancelled in any manner then all the expenses for the same shall also be borne by the **PURCHASER** only.

SCHEDULE

Unit No./Office No-..... admeasuring about **Sq. Mts. [Carpet Area]** and **sq. feet of super built-up** area approximately on Floor along with proportionate undivided right in land inclusive of internal roads, and common area in the scheme known as “**323 CORPORATE PARK**” constructed on Non Agricultural land bearing sub plot no.1 admeasuring about 1838 sq. mtrs. And sub plot no 4 admeasuring about 748 sq. mtrs. totally

admeasuring about 2586 sq. mtrs. of Final Plot No. 323 paiki of Town Planning Scheme No.3 (land of old Survey No.21 and 22 paiki) which is now forming part of City Survey No 2980 admeasuring about 7832 sq. mtrs. And City Survey No 2980/2 admeasuring about 2586 sq. mtrs situate, lying and being at Moje Changispur alias Mithakhali, Taluka Sabarmati, in the Registration District of Ahmedabad and Sub District of Ahmedabad-3 (Memnagar).

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 parties hereinabove named have set their respective hands and signed this Agreement for sale at Ahmedabad in the presence of attesting witness, signing as such on the day first above written.

SIGNED, SEALED AND DELEVERED

by the above named FIRST PARTY-VENDOR

M/s. AEON BUILDCON LLP, a LLP Partnership Firm

Through its Authorized Signatory

1. Mr. Yogeshbhai Bhogilal Patel

2. Mr. Rajesh Shantilal Jadia

WITNESSES:-

[1]_____

[2]_____

Appendix as per Section 32 (A) of the Registration Act

Photo	Thumb Impression
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Vendor:

M/s. AEON BUILDCON LLP, a LLP Partnership Firm
Through its Authorized Signatory

1. Mr. Yogeshbhai Bhogilal Patel

2. Mr. Rajesh Shantilal Jadia

SECOND PARTY:

AGREEMENT FOR SALE

323 Corporate Park

Office No-.....

A.R.VYAS & CO

Amit R Vyas Advocate

M-98250-46140

Suril R Bhatt Advocate

M-98986-18254

OFF-No-3-Rudra Square building,

Judges Bungalow Cross Road,

Above Bank Of Baroda, Bodakdev

Ahmedabad

SALE DEED

A Sale Deed in respect of the property being **Unit No/Office No-.....** admeasuring about **Sq. Mts. [Carpet Area]** and **sq.Mts of built-up** area approximately on Floor along with proportionate undivided right in land inclusive of internal roads, and common area in the scheme known as "**323 CORPORATE PARK**" constructed on Non Agricultural land bearing sub plot no.1 admeasuring about 1838 sq. mtrs. And sub plot no 4 admeasuring about 748 sq. mtrs. totally admeasuring about 2586 sq. mtrs. of Final Plot No. 323 paiki of Town Planning Scheme No.3 (land of old Survey No.21 and 22 paiki) which is now forming part of City Survey No 2980 admeasuring about 7832 sq. mtrs. And City Survey No 2980/2 admeasuring about 2586 sq. mtrs situate, lying and being at Moje Changispur alias Mithakhali, Taluka Sabarmati, in the Registration District of Ahmedabad and Sub District of Ahmedabad-3 (Memnagar) at the price of **Rs.00,00,000/- (RupeesOnly).**

THE PURCHASER:

Aadhar No-

Age : Adult

Occupation: Business/Service

"hereinafter be referred to as the PURCHASER/ALLOTTEE which expression shall mean and include the said Purchaser and assigns person etc;."

THE SELLER:- **"M/s. AEON BUILDCON LLP"** a partnership
(PROMOTER) firm formed under the Limited Liabilities Partnership Act, having identification number AAJ-4735 on 23-05-2017[PAN: ABGFA5991D]having its registered office at C.S. 001/1, Basement, Mansi Apartment, Near Vidhyanagar High School, Usmanpura, Ahmedabad, Gujarat through its Authorized Partners **(1)** Mr.Yogeshbhai Bhogilal Patel aged Adult, Occupation business, address at B-403 Sanskruti Apartment, Opp Vasupujya Tower, Naranpura, Ahmedabad-380013 **(2)** Mr. Manojbhai Vinodchandra Shah aged Adult, Occupation business, address at 21 Trivenipark, Opp Surdhara Bungalow, Sal Hospital Road, Thaltej, Ahmedabad-380054 **(3)** Mr. Harsh Pravinbhai Patel aged Adult, Occupation business, address at 401-Angat Residency, Nr Super School, Ghatlodiya, Ahmedabad-380061**(4)** Mr. Rajesh Shantilal Jadia **(5)** Mr Prince Rajesh Jadia both aged Adult, Occupation business, both address at 203 Rajshree Apartment, Sardar Patel Society, C.G Road, Ahmedabad-380009No.**1** and No.**4** named herein above through their lawful power of attorney holder

1.Mr.Yogeshbhai Bhogilal Patel aged Adult, Occupation business, address at B-403 Sanskruti Apartment, Opp Vasupujya Tower, Naranpura, Ahmedabad-380013 and **2. Mr. Rajesh Shantilal Jadia,** address at 203 Rajshree Apartment, Sardar Patel Society, C.G Road, Ahmedabad-380009

"hereinafter be referred to as the SELLER which expression shall mean and include our the then partners, administrators, Executors, Attorneys, Assignees, Transferees, Successors, Etc. of us the LLP."

Details of the land in scheme:

(1) The Non Agricultural land bearing Sub Plot No.1 admeasuring about 1838 sq. mtrs. and Sub Plot No 4 admeasuring about 748 sq. mtrs. totally admeasuring about 2586 sq. mtrs. of Final Plot No. 323 paiki of Town Planning Scheme No.3 (land of old Survey No.21 and 22 paiki) which is now forming part of City Survey No 2980 admeasuring about 7832 sq. mtrs.and City Survey No 2980/2 admeasuring about 2586 sq. mtrs situate, lying and being at Moje Changispur alias Mithakhali, Taluka Sabarmati, in the Registration District of Ahmedabad and Sub District of Ahmedabad-3 (Memnagar) hereinafter referred to as the said "Project Land / Land".

Details of ownership rights of the SELLERS:

(2) That the Seller herein has purchased the leasehold rights in the said Project Land from its previous owner Mr. Raojibhai Mathurbhai Patel vide a Deed of Assignment registered before the Sub Registrar

of Ahmedabad - 03 (Memnagar) at serial no. **6015** on 22/8/2017. Since then the land of said entire scheme has been of independent ownership, possession of occupancy of the Seller.

Details of Non-Agricultural Order:-

That the Non Agricultural Use Permission for commercial purpose for the said Project Land has been granted by the Deputy Collector, Ahmedabad vide his order bearing no. N..A./U-1/SECTION 65-A/CHANGISPUR/CASE NO. 467/2017 dated 12-04-2017.

Details of plan pass and construction permission:

(4) AND WHEREAS the Seller has got the plans for construction of commercial building on the said Project Land sanctioned from the Ahmedabad Municipal Corporation (AMC) and Commencement Letter dated 30-05-2017 bearing reference no. 8530/090317/A8186/R0/M1 in Case No. BHNTI/WZ/ 090317/ GDR/A8186/R0/M1 and Revised Commencement Letter dated 15-07-2020 bearing reference no. 11062/090317/A8186/R0/M1 in Case No. BHNTI/WZ/ 090317/ GDR/A8186/R0/M1 has been issued in this regard.

NAME OF SCHEME:-

(5) In consonance with the Plan passed by the Ahmedabad Municipal Corporation, the seller partnership firm has planned showrooms, offices for commercial purpose on the aforesaid land. It has been named "**323 CORPORATE PARK**". Hereinafter, it will be referred to as the "said scheme".

DETAILS OF RERA:-

(6) Aforesaid scheme called "**323 CORPORATE PARK**" has obtained registration number PR/GJ/AHMEDABAD/AHMEDABAD CITY/AUDA/ CAA00597/ 061117 **on dated.06-11-2017** And **Renewable RERA No.** PR/GJ/AHMEDABAD / AHMEDABAD CITY / AUDA / CAA00597 / EX1 / 220620 dated 22.06.2020 under the government's

RERA ACT and the SELLERS have submitted all the information to the PURCHASERS under the RERA Act and the PURCHASER is completely aware of it.

Regarding cancelling an Agreement :

If provisions of the said agreement are decided to be cancelled under the said Act or the rules and sub rules framed therein or under the applicable laws or are to be rendered ineffective, such provisions which are irrelevant to the purpose of the said agreement and which are required to be in consonance with the said Act or rules framed under it, will be considered cancelled or modified and the remaining provisions of the said agreement will be in effect as they were at the time of implementation of the agreement.

Details of Property of the PURCHASER:

(7) Thereafter, the PURCHASER(S) has/have decided to purchase **Unit No/Office No-.....** located on **floor** out of the showrooms, offices from the SELLER. The Sale-deed of said property being **Unit No/Office No-.....** has been executed by the SELLER in favour of PURCHASER. The said property will hereinafter in this Sale-deed be referred to as said property.

**Description of Property (Name of Scheme -
"323 CORPORATE PARK"**

Unit No/Office No-...

Carpet area is square Mts

Built up area is square Mts.

Terrace Area is square Mts.

The property of built up area, including above mentioned Carpet area and wall area has been sold by the Seller to the Purchaser today through this Sale-deed.

B.U. Permission:

(8) B.U. Permission of the said scheme called "**323 CORPORATE PARK**" has been applied in concerned officer of Ahmedabad Municipal Corporation.

(9) Construction of the said property has been passed by concerned authority in 2017-18. Description of property with a passed plan is as per the Appendix and the SELLERS has sold the property mentioned in Appendix to the PURCHASER(S). Therefore, now onwards the Purchaser is independent owner of said property.

(10) The SELLER has planned the scheme known as "**323 CORPORATE PARK**" and the PURCHASER(S) becomes absolute owner of the property mentioned in Appendix. Therefore, the PURCHASER(s) become absolute owner and member of the said property from today. The PURCHASER(S) will have to follow all the rules and regulations of the said scheme. They will be agreed and binding to the PURCHASER(S) and pursuant to the same, you are bound to execute all agreements, deed when and the manner in which the SELLER demands at relevant time.

Conditions of this sale deed will be as under.

(11) **POSSESSION:**

Through this registered Sale Deed, the Seller will hand over possession within 1 months after getting B.U Permission from concerned officer of Ahmedabad Municipal Corporation.

(12) **TITLE:-**

The PURCHASER(S) has got the title of the property in the Appendix verified by your advocate/solicitor. The PURCHASER is satisfied with the title of the property in the Appendix and give surety about the same

to the SELLER. The PURCHASER has decided to purchase the property in the Appendix from the SELLER and the said fact shall be binding to the PURCHASER. Further, the PURCHASER shall not be entitled to initiate any legal action against the SELLER with regard to the title of the property in the Appendix.

(13) Regarding use and maintenance of unit:-

(A) The said property has been sold to you-the PURCHASER for your legal commercial purpose only. Therefore, the property is not to be used for any other purpose except commercial purpose.

(B) No change can be made in column, beam, slab or RCC parid or wall or any other structure of the said property and the said scheme by the PURCHASER(s). Moreover, no holes or damage can be done to pass wire pipe or cable which may damage building structure or any part of the building.

(C) The PURCHASER(S) shall not carry out any modification in outer colour and alevation and that no any modifications will be allowed without permission of the Seller.

(D) The PURCHASER(S) shall regularly maintain all the devices/gadgets namely lift, submersible pump/pressure pump and all other mechanical/ electrical/ electrical devices/ gadgets which have not been produced/manufactured by the SELLER. It shall be your responsibility to make sure that all such devices/instruments are not misused. Therefore, the SELLER shall not be responsible for any accident or any physical damage caused to anyone or any other form of damage due to fault in such machine/instruments devices today or in future. The PURCHASER(s) has fully agreed in that regard.

(14) The said scheme has been designed beautifully. Under the circumstances, complete ownership, control and administration of common area and space, common

infrastructure, amenities, facilities and use in the said scheme shall be with the SELLER and thereafter with service society. Further, choice of parking, terrace, margin space and special specification has been made with limitations and the PURCHASER(s) has agreed to make utilize them peacefully.

(15) The SELLER shall be entitle to modify or change or remove all the aforesaid matters at any relevant time and such decision shall be binding to service society and the PURCHASER(s). If the SELLER has any unsold showroom/office in the said scheme, the SELLER shall not pay any maintenance amount to service society.

(16) In the said scheme, as mentioned earlier, the purchaser will not do any activities which may cause any nature of damage or any portion thereof is damaged. If the PURCHASER(s) carries out any modification in any part of the building by way of chiselling, vibrating, drilling, core cutting or in any other manner or any type of damage is caused and building or any part of it breaks or weakens structure of building and causes an accident or casualty, the SELLER shall not be responsible to repair such damage.

(17) The SELLER has absolute authority for administration of the said scheme and its sale and its implementation and the decision of the SELLER shall be considered final in that regard. The same shall be binding to the PURCHASER(s) and all the members of the said scheme.

(18) The PURCHASER(s) cannot sell, mutate, transfer, assign, mortgage, rent the said property or any part of thereof without obtaining prior permission from service society. Any such act carried out without obtaining prior permission from service society shall not be binding to service society and such permission shall be granted as per the rules and regulations of service society.

(19) The PURCHASER(s) shall pay transfer fee stipulated by service society or any other pending dues and only after that, service society shall issue permission to carry out above mentioned acts.

(20) As the PURCHASER(s) has agreed at the time of purchase of the said property that the said property is impartible and undivided, the PURCHASER(s) shall not be entitled to demand portion of unsold land from the land of the said scheme.

(21) The PURCHASER(s) shall have to become member of the said service society and share holder legally as per the policy, rules and resolutions and the PURCHASER(s) shall agree to all the present and future policy, rules, decisions, guidelines etc decided by service society.

(22) If consideration amount of the said property has been paid by the cheque by the PURCHASER(s), this shall deed shall be considered executed only up on realization of the said cheque. If the said cheque is not cleared for some reason, the SELLER is entitled to take legal action against the PURCHASER(s) under these circumstances and we are entitled to cancel the sale deed and sell the said property to any other person. After deducting all the incurred expenses, the consideration amount paid by the PURCHASER(s) shall be returned without interest.

(23) If the PURCHASER(s) are co-owners, the PURCHASER(s) is bound to obtain consents of such co-owners at the time of sale, transfer, mortgage wherever and whenever they are required.

Pursuant to the said sale deed, all responsibilities shall be born by the PURCHASER(s) joint and several. The SELLER shall send all notices and correspondence at the address of first owner out of co-owners.

(24) Details of RERA:-

The PURCHASER(s) is fully aware about the details of RERA Act of the government. The SELLER has given all the information required under RERA to the PURCHASER(s). Further, the PURCHASER(s) has obtained all the information regarding plan pass, carpet area of the said scheme of the said scheme and materials used in the said scheme and the PURCHASER(s) is fully satisfied with such information.

(25) Details of Expenses:-

Pursuant to the said scheme, the PURCHASER(s) has obtained all the details of the expenses incurred towards Torrent Power Ltd, legal, maintenance and extra work. Further, the PURCHASER(s) has to pay to the SELLER all the VAT, service tax or GST or any other tax charged on the said property by government separately as per the rules and regulations of government. Further, the PURCHASER(s) has not paid any hidden expenses to the SELLER separately. It shall be binding to the PURCHASER(s).

SITE VISIT:-

Before execution of the sale deed in the said scheme known as "**323 CORPORATE PARK**", the PURCHASER(s) has visited the site from time to time during construction of the said scheme. During the time of such site visits, the PURCHASER(s) has visited structure engineer and obtained all information regarding structure of the said scheme and obtained all the information and opinion. Therefore, when the said scheme has been handed over to service society, no member shall raise complaint regarding structure of the said scheme. If there is any complaint in that regard, members of society shall submit the same in writing to service society. When service society receives such society, service society shall carry out procedure

which deems fit in that regard. It shall be binding to the PURCHASER(s).

(26) Provisions regarding Allottee / Successor Allottee in the said agreement

If any provision of the said agreement violates any law or rule or it is not implementable under another law or the said provision is rendered null and void vide a law or it may be modified as per existing law, barring that all other provisions of the agreement shall continue to remain effective and implementable.

(27) Mediation:-

If it is required to make any representation regarding a problem of the said scheme or any dispute arises, dispute shall be resolved within limitations of RERA Act in such circumstances. Further, all representations made before RERA Officer (Mediator) after appointment of a RERA officer as mediator. Further, the SELLER and the PURCHASER(s) shall dispose such problem as per the advice of mediator under the Mediation Act and as per policy-rules of the RERA Act. It shall be binding to the PURCHASER(s).

(28) The Purchaser has purchased the said property as per the constructed carpet area. The carpet area of said property is 76.48 Sq.Mt. Further, the wall area is 2.62 Sq.Mt. In total the same is of built up area 79.10 Sq.Mt. Further, the Purchaser will have to accept 3% modification in the dimensions of said carpet area. Among the block of said scheme, total FSI Sq.Mt. has been used. The same is will be bound by the Purchaser.

(29) The PURCHASER(s) has purchased the said property out of all properties on the land of entire scheme by way of execution of sale deed today. Further, the SELELR has sold the said property in the same condition as it was shown in the plan pass made and the PURCHASER(s) admits the same by this sale deed.

Further, the PURCHASER(s) has got the construction of the property checked by visiting architect and Structure engineer and the PURCHASER(s) is fully satisfied in that regard. Therefore, the PURCHASER(s) shall not raise dispute in future regarding construction of the building or its area with partners of the SELLER or heir, guardian, assigns of partners of the SELLER. It shall be binding to the PURCHASER(s).

(30) The Seller shas, furnished to the Purchaser all the details of said "**323 CORPORATE PARK**" scheme viz. Colour work, Plumbing Work, Flooring, Water Tank, Drainage and Water Pipeline and other Lines and Security, General Toilet, and all offices and showrooms, shutters, glass alevation and electricity lines and its meters, switch boards, switches, fittings, lifts, parking arrangement, foyer, etc. The Purchaser has done its entire verification, the same is bound by the Purchaser.

(31) Property Insurance:-

The PURCHASER(s) shall compulsorily purchase insurance of the property mentioned in Appendix for protection against earthquake, cyclone, heavy rain, flood, war, accident. If the PURCHASER(s) does not buy such an insurance, the PURCHASER(s) shall be solely responsible for all the damage and expense caused due to aforesaid calamities. The SELLER shall not be responsible in any manner in that regard. The said fact is acceptable and binding to the PURCHASER(s).

(32) Court proceedings :-

The PURCHASER(s) shall not initiate any legal proceedings against the SELLER in under any other act except R.E.R.A. in any court of India in any other manner. Further, the PURCHASER(s) does not have the right to file case against the SELLER with respect to the sale deed in a Civil Court, Criminal Court, Labour Court, Consumer Court or any other court. Despite that,

if the PURCHASER(s) indulges in any such behaviour or procedure, it shall be considered null and void subject to the condition of this sale deed. The said fact is acceptable and binding to the PURCHASER(s).

Service Society:-

(32-A) In connection with the said scheme, after granting of BU permission by the officer concerned in Ahmedabad Municipal Corporation, within one years the administration of said scheme will be handed over to **Service Society** It is compulsory for the PURCHASER(s) to become its member. The PURCHASER(s) shall compulsorily follow all the policy-rules formed by the service society for well and organized administration of the said scheme. Whatever the monthly maintenance amount is being decided by said **Service Society** will have to be deposited by all the members of the society within 1 to 5 date each month or as being decided by the Service Society in the name of **Service Society** The Purchaser will have to deposit separately through cheque the maintenance deposit on the day of execution of registered Sale-deed, the same shall be admitted and bound by the Purchaser.

(32-B) The charge under the "**said Scheme**" regarding common amenities, common area and common plot, stairs, lift, parking arrangement will be handed over to **Service Society**, with effect from 31/12/2020. Whatever the legal proceedings in that regard will have to be completed by the Seller latest by 31/12/2020. Administration of all such above mentioned facilities shall be done jointly by the **Service Society** Members of the said scheme shall follow all the rules formed by the service society for administration. They will have to comply with all the rules and regulations being formed by the Service society for smooth administration.

(33) The Seller has constructed the units in the said scheme for the commercial purpose. Therefore, all the members of said scheme will have to make efforts

jointly that the units and nearby areas are kept clean and all members will have to get the cleanliness maintained at their own costs.

Parking:-

(34) In the said Scheme, the Parking arrangement has been done viz. Basement-1, Basement-2 and Basement-3. Regarding the parking which has been done for the members of the Scheme, the arrangement thereof will be done by the Seller of the scheme and accordingly the allotted parking will be provided to member concerned and the same will be accepted by each member, no any objections or disputes in this regard will be entertained.

The PURCHASER(s) has understood this sale deed and all its conditions are acceptable and binding to the PURCHASER(s). The PURCHASER(s) shall not be entitled to raise any kind of objection or dispute in that regard in future. Further, the PURCHASER(s) is bound to put signature in all agreements, deed and modifications made with regard to this sale deed.

The said land is located within jurisdiction of Navrangpura Police Station. Therefore, the said land is not included in the list of disturbed areas notified by the Gujarat Government. Therefore, it is not required to obtain permission from the government under the Disturbed Areas Act for the sale of the said land.

APPENDIX

Unit No/Office No-.... admeasuring about **Sq. Mts. [Carpet Area]** and **sq.Mts of built-up** area approximately on 5th Floor along with proportionate undivided right of **sq.mtrs** of land inclusive of internal roads, and common area in the scheme known as

"323 CORPORATE PARK" constructed on Non Agricultural land bearing sub plot no.1 admeasuring about 1838 sq. mtrs. And sub plot no 4 admeasuring about 748 sq. mtrs. totally admeasuring about 2586 sq.mtrs. of Final Plot No. 323 paiki of Town Planning Scheme No.3 (land of old Survey No.21 and 22 paiki) which is now forming part of City Survey No 2980 admeasuring about 7832 sq. mtrs. And City Survey No 2980/2 admeasuring about 2586 sq. mtrs situate, lying and being at Moje Changispur alias Mithakhali, Taluka Sabarmati, in the Registration District of Ahmedabad and Sub District of Ahmedabad-3 (Memnagar).

Description of all four sides of the said property:

On the East by :-

On the West by :-

On the North by :-

On the South by :-

PHOTOGRAPHS OF THE PROPERTY

PHOTOGRAPHS OF THE PROPERTY

PURCHASER

SELLER

Postal Address of Property:
Unit No/Office No-..... Floor,
"323 CORPORATE PARK ",
Changispur, Ahmedabad.

Entire property bearing aforesaid numbers, measurement with four sides, land with original borders, rights and with all its encumbrance if any, having all its electric fittings and services, with rights of use of common facilities and with rights of laying pipes of taps and gutter along the road and laying wires of electricity, telephone.

POWER OF ATTORNEY:-

For the purpose of carrying out any sale transactions in respect of the showrooms and offices of the said scheme, all the partners of the executor partnership LLP firm have, jointly, executed a Special Power of Attorney in favour of the attorney of the partnership firms viz. (1) Yogeshbhai Bhogilal Patel and (2) Rajesh Shantilal Jadiya. The said power of attorney has been duly registered in the office of Sub-Registrar, Ahmedabad-3 (Memnagar) vide Sr. no.1661 on 20/02/2018. Since then, by virtue of the said power of attorney, the power of attorneys of the executor partnership llp firm, have made their seals and signatures on behalf of the executor partnership llp firm, in respect of the said property mentioned in the schedule in this agreement to sale. The said power of attorney is in force as on date and all the partners who have given their power are still alive which we declare today, by way of this agreement to sale.

The PURCAHSEr(s) is willing to possess the property mentioned in Schedule and give undertaking to follow all the policy-rules of the said scheme. By that virtue, the SELLER partnership firm makes the PURCHASER(s) owner of the property mentioned in Schedule by this sale deed and total price of the property mentioned in Schedule is decided **Rs.00,00,000/- (RupeesOnly)**, which shall be binding to the PURCHASER(s). The SELLER partnership firm has received full consideration amount from the PURCHASER(s) with following details.

Details of Payment Received

Date	Amount	Cheque / D.D	Bank
Rs.00,00,000/- (Rupees Only)			

In this way, the SELLER partnership firm has received consideration amount of sale **Rs.00,00,000/- (Rupees Only)**, from the PURCHASER(s) and the SELLER partnership firm has received the same in full. The same includes total amount of TDS. Therefore, this receipt is issued by the SELLER partnership firm to the PURCAHSEr(s) and the SELLER partnership firm relieves the PURCHASER(s) from all responsibilities of payment of consideration regarding the said. Further, the sale deed of the said property includes common facilities of the said scheme.

The sale deed has been executed by the SELLER and the PURCHASER(s) by understanding, reading, in full

conscious state of mind without any influence of intoxication. The same shall be binding to both the SELLER and the PURCHASER(s).

Today on Date Month year 2020 in Ahmedabad.

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

SIGNED, SEALED AND DELEVERED
by the above named FIRST PARTY-VENDOR
M/s. AEON BUILDCON LLP, a LLP Partnership Firm
Through its Authorized Signatory

1. Mr. Yogeshbhai Bhogilal Patel

2. Mr. Rajesh Shantilal Jadia

WITNESSES:-

[1]_____

[2]_____

Appendix as per Section 32 (A) of the Registration Act

**Photo Thumb
 Impression**

Seller:

M/s. AEON BUILDCON LLP, a LLP Partnership Firm
Through its Authorized Signatory

1. Mr. Yogeshbhai Bhogilal Patel

2. Mr. Rajesh Shantilal Jadia

Purchaser:

SALE DEED

323 Corporate Park

Unit No/Office No-.....

A.R.VYAS & CO

Amit R Vyas Advocate

M-98250-46140

Suril R Bhatt Advocate

M-98986-18254

**OFF-No-3-Rudra Square building,
Judges Bungalow Cross Road,
Above Bank Of Baroda, Bodakdev
Ahmedabad**