

AGREEMENT FOR SALE WITHOUT POSSESSION

This Agreement made at Ahmedabad this _____ day of _____, 20____,

BETWEEN

FIRST PARTY
VEDNOR

:

M/S. BASIL INFRACON LLP a Limited Liability Partnership Firm, registered under the provisions of the Section 12(1) of the Limited Liability Partnership Act - 2008, having its principal place of business at D/507, Ganesh Meridian, S.G.Road, Sola, Ahmedabad - 380060 by and through its authorized Partner **Shri Vinubhai Haribhai Dobariya**, Age: Adult, Occupation : Business, of Place: Ahmedabad or **Shri**

Prakashkumar Babulal Vasani, Age: Adult,
Occupation : Business, of Place:
Ahmedabad or **Shri Ketan Natvarlal
Vasani**, Age: Adult, Occupation : Business,
of Place: Ahmedabad.

(Hereinafter in this Agreement for Sale referred to as **VENDOR / DEVELOPER / FIRST PARTY / SELLER**, 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**

(1) Mr. _____

PAN NO.: _____

Aged about __ years,

Having Address at _____

(2) Mrs. _____

PAN NO.: _____

Aged about _____ years,

Having Address at _____

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.**

W H E R E A S

- (A) WHEREAS the Vendor herein is absolute owner – occupier and is seized and possessed of and/or otherwise well and sufficiently entitled to all that piece or parcel of non-agricultural land of amalgamated Final Plot No.23+24 admeasuring 4358.00 Sq.Mtrs. (corresponding to land forming part of Survey Nos.195Paiki and 196 of Mouje : Tragad) of draft Town Planning Scheme No.233 (Tragad) situate, lying and being at and Near Tragad Underpass, S.P.Ring Road, Tragad, Dist. Ahmedabad Mouje : Tragad, Taluka : Ghatlodiya, in the Registration District Ahmedabad and Sub-District Ahmedabad-8 (Sola) hereinafter referred to as “the said larger land” in this Agreement for Sale and is more particularly described in the Schedule–I hereunder written.
- (B-1) The land bearing Survey No.-195paiki+196 of Mouje: Tragad was originally belonging to (1) Chudaji Ambalal (2) Sureshji Visaji (3) Minor Niteshji Vijayji through their natural guardian Thakor Vijayji Javanji (4) Minor Komalben Vijayji through their natural guardian Thakor Vijayji Javanji (5) Mukeshji Chaturji (6) Ranchodji Punjaji (7) Kirankumar Vijayji and (8) Badarji Malaji, who on 30-10-2015 sold and conveyed the said land to one Bhartbhai Devshibhai Ukani by land under a Sale Deed dated 30-10-2015, which was registered at the office of the Sub-Registrar, Ahmedabad-13 (City) under Serial No.2270 and 2271. On the basis of this Sale Deed dated 30-10-2015, this land was devolved in name of the Purchaser- Bharatbhai Devshibhai Ukani, vide mutation entry No.4010 and 4011 dated 30-10-2015, which was certified on 09-11-2015 and 09-12-2015 respectively.
- (B-2) Draft Town Planning Scheme No.233 (Tragad) of Ahmedabad Municipal Corporation (AMC) had been proposed to be made

applicable to this land of Survey No.195Paiki + 196 and as per the said draft Town Planning Scheme land admeasuring 4358.00 Sq.Mtrs. of Final Plot No.23+24 is allotted in lieu of said Survey No.195Paiki + 196 (Ref. From No.F issued by AMC).

(B-3) The District Collector, Ahmedabad granted non-agricultural use permission for residential and commercial purpose vide his order No.CB/ADM/T.N.A./Tatkal/K-65/SR-02/2016 dated 23-03-2016 for the said land admeasuring 1687.00 Sq.Mtrs. of Survey No.195paiki. Resultant mutation of this order is done in revenue record by a mutation entry No.4052 which is certified on 11-05-2016 also, The District Collector, Ahmedabad granted non-agricultural use permission for residential and commercial purpose vide his order No.CB/ADM/T.N.A./Tatkal/K-65/SR-01/2016 dated 10-02-2016 for the said land admeasuring 2671.00 Sq.Mtrs. of Survey No.196. Resultant mutation of this order is done in revenue record by a mutation entry No.4042 which is certified on 30-03-2016.

(B-4) Draft Town Planning Scheme No.233 (Tragad) is applied to the lands of Mouje : Tragad including the land of amalgamated Survey No.195Paiki and 196 is covered under the said draft Town Planning Scheme No.233 (Tragad) and below mentioned lands of Final Plots are given in lieu of the said amalgamated Survey No.195Paiki and 196 under the said draft Town Planning Scheme No.233 (Tragad) [Ref. Copy of Order No.Narayo/No.233 (Tragad)/Case No.22/2,22/3/65, dated 25-04-2017 which was issued by Town Planning Officer, Towner Planning Scheme Shop / Apartment-16, Ahmedabad].

Sr. No.	Final Plot No.	Area in Sq.Mtrs.
1	23	1687.00
2	24	2671.00
	Total	4358.00

Out of the total land admeasuring 7264.00 Sq.Mtrs. of Survey No.195Paiki and 196, 2906.00 Sq.Mtrs. of land is to be deducted

from revenue area of the land for Town Planning Scheme as per the provisions of The Gujarat Town Planning and Urban Development Act-1976.

(B-5) Thereafter, **M/s. BASIL INFRACON LLP** (i.e. the Vendor herein) purchased the Non-Agriculture land F.P. 23+24, Revenue Survey No. 195Paiki +196, draft Town Planning Scheme No.233 (Tragad), Mouje: Tragad, Taluka: Ghatlodiya, District: Ahmedabad from the said Bharatbhai Devshibhai Ukani by and under a Sale Deed dated 26-04-2018, which has been registered in the office of the Sub-Registrar, Ahmedabad - 8 (Sola) under Serial No. **8092** and on the basis of the said Sale Deed dated 26-04-2018, this land developed in name of **M/S. BASIL INFRACON LLP** (i.e. the Vendor herein) by a mutation entry No. **4354** dated - **01/05/2018**.

(C) The Vendor is engaged in the business of the development of land and buildings and is carrying on the business in partnership since its constitution and is entitled to develop the project Land being part of the said Project Land.

(D) Ahmedabad Municipal Corporation (AMC) has sanctioned plans of construction of total two blocks on the said land of Final Plot Nos. 23+24 collectively admeasuring 4358.00 Sq.Mtrs. vide its No. (Plan approval Ref: 00001/060418/A0003/R0/M1 and 00002/060418/A0003/R0/M1 dated 23-04-2018). The Vendor shall be constructing total two blocks consisting of residential flats and commercial units therein. The details of such blocks to be constructed on the said land are as under:-

Plan Approved by AMC, Ref: Case No. 00001/060418/A0003/R0/M1 and 00002/060418/A0003/R0/M1 dated 23-04-2018.

Sr. No.	Block No.	Construction & Floors in each Block	Use
1	A + B	Basement-2, Basement-1, Partly Hollow Plinth, Partly Ground Floor, First Floor to Thirteen Floor	Commercial Shops on Ground Floor and on part of First Floor and part of Second

			Floor & Residential Flat on part of First Floor, part of Second Floor and part of Third floor, Fourth to Thirteen Floor
2	C	Basement-2, Basement-1 Hollow Plinth, First Floor to Thirteen Floor, Fourteen Floor Penthouse, Terrace	Residential Flats only.

- (E) That, on the said land the Vendor has floated a Scheme of Residential cum-Commercial Complex and has carried out the development work of the said land by constructing of aforesaid blocks. The said Scheme of the Vendor is named and known as “BASIL SKYLINE” containing Two Blocks bearing Nos. A + B and C. There are 146 residential flats in aforesaid Block Nos. A + B & C. Whereas in Block Nos. A + B, there are commercial units on ground floor, first floor (part), second floor (part) and on first floor (part), second floor (part), third floor (part), to 13th floor of said Block Nos. A + B, there are residential flats only. The Basement-2 and Basement-1 (partly for commercial) as shown in the plan shall be one and common for all these blocks.
- (F) That as per the said approved plan the VENDOR has commenced development of the said Project Land and the construction of Commercial cum Residential Project named “**BASIL SKYLINE**” (hereinafter referred to as said “**Project**”) is completed by the Vendor they said Project consists of 2 (Two) number of Block A + B namely A, B, and C consisting of total 146 number of residential apartment / units and 30 number of commercial units and the construction detail is as per the Development Permission issued by designated authority attached herewith as **Annexure-A**.
- (G) As per the said project / scheme of Basil Skyline floated by the Vendor, the owner/s and occupier/s of residential flat/s on the top

floor of any block will also be given exclusive rights to use and occupy the terrace portion adjoining to or attached with their respective flat, The Vendor has given full information about all these provisions made in Scheme and the Purchaser/s has/have confirmed that the Purchaser is/are well aware about such exclusive rights given / to be given to owner/s occupier/s of the flat on the top floor and the Purchaser/s will not have any right on such terrace in any manner whatsoever.

- (H) 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 _____ bearing reference No.-_____. A copy of the said Registration Certificate is annexed herewith at **Annexure-B**.
- (I) In the said project known as “**BASIL SKYLINE**”, the purchaser herein has/have expressed his/her/their desire for purchasing a residential apartment and the Vendor has agreed to sell **Apartment No.**_____, situated on _____ **Floor** of _____ **Block** and admeasuring _____ **sq. feet (equivalent to _____ Sq.Mtrs.)** of Carpet area, hereinafter referred to as the “**said Property / Apartment**” 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 is as follows:

Apartment No.	Carpet Area Sq.Mtr.	Balcony Area Sq.Mtr.	Wash Yard Sq.Mtr.	Open Terrace Area Sq.Mtr.

The above areas have been calculated on the basis of finished wall surfaces. "Carpet Area" means the net usable floor of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment; [Explanation - For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee: and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee;]. The **Purchaser/s is/are** satisfied with the same and **has/have** no disputes in this regards. It is further clarified that the area of architectural projections is not included in the above area table.

- (L) AND WHEREAS, prior to the execution of this Agreement for Sale, the Vendor has given to the **Purchaser/s** 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/s has/have himself/herself/themselves** and through **his/her/their** Advocates/Consultants verified all details and documents and the **Purchaser/s is/are** fully satisfied about the right, title and interest of the Vendor with respect to the said Project Land on which the Project "**BASIL SKYLINE**" is being constructed and regarding the permissions obtained by the Vendor and in future the **Purchaser/s** shall not raise any dispute/objection in respect of the same. The **Purchaser/s has/have** also verified the documents filed/uploaded by the Vendor with the said Authority and is satisfied with the same.

- (M) The Vendor and **Purchasers has/have** negotiated for the sale of the said **Apartment** 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/s has/have** agreed to purchase the said Apartment 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 APARTMENT AND PAYMENT OF PURCHASE CONSIDERATION:

- 2.1 The Purchaser is/are desirous of purchasing and acquiring from the Vendor, on what is commonly known as 'ownership basis', an **Apartment bearing No.**_____, situated on the _____ **Floor of** _____ **Block** having **Carpet Area of** _____ **Sq. Mtrs.** together with use and exclusive possession of:

- (i) Balcony area admeasuring _____ sq.mtrs. Wash yard area admeasuring _____ sq.mtrs. (hereinafter referred to as the said "Attached Area") in the Project known as "**BASIL SKYLINE**" situated on the said Project Land for the consideration and on the terms and conditions herein contained. The said **Apartment** and said Attached Area to the said **Apartment** are shown in red color boundary line in the floor plan being **Annexure—"C"** annexed hereto.

- 2.2 In consideration of the Vendor, having agreed to sell and the **Purchaser/s** having agreed to purchase the said Apartment and the Attached area to the said Apartment, the **Purchaser/s** shall

pay to the Vendor a sum of **Rs.**_____ **/- (Rupees**
_____ **Only)** being the purchase consideration (hereinafter “the Purchase Consideration”) which is calculated on the basis of the Carpet Area of the said Apartment and includes proportionate price of undivided share in the Project Land also the 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.

2.3 The **Purchaser/s has/have** on or before the execution of this Agreement paid to the Vendor, in the following manner, a sum of **Rs.**_____ **/- (Rupees** _____ **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)]:

Sr. No.	Amount (in Rupees)	Cheque/D.D. No./RTGS No./NEFT No.	Date	Bank Name and Branch
	TDS Deducted	Being TDS deducted @ 1% as per the provisions of the Income Tax Act.		
Total				

2.4 The **Purchaser/s has/have** until now paid an amount of **Rs.**_____ **/- (Rupees** _____ **only)** towards Service Tax / GST and the Purchaser shall be paying further sum or amount towards such service tax / GST – as per the terms of this Agreement mentioned herein below. However, if the transaction contemplated herein is cancelled for any reason and in the event of cancellation of this Agreement, before refunding any amount to the Purchaser, the Vendor shall deduct therefrom the total amount of service tax / GST which the Purchaser might have paid or the Vendor might have paid on

behalf of the Purchaser and the Purchaser shall not be entitled to demand such amount of service tax / GST from the Vendor.

2.5 The **Purchaser/s** hereby covenants and represents that **he/she/they** shall pay the balance amount of Purchase Consideration to the Vendor in the following installments, time being the essence of this Agreement:

Sr. No.	Amount	Payable on or before:

2.6 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 Apartment 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 Apartment to the **Purchaser/s** or the transaction contemplated herein shall be borne and paid by the **Purchaser/s** or reimbursed by the **Purchaser/s** within 7 days of demand raised by way of Notice by the Vendor to the **Purchaser/s**.

2.7 The Purchase 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/s** in the said Apartment. The Vendor undertakes and agrees that while raising a demand on the **Purchaser/s** 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/s**.

- 2.8 The **Purchaser/s** shall pay to the Vendor the installments of Purchase Consideration mentioned herein above and/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/s** within 7 days upon intimation/Notice by the Vendor of the occurrence of such event and the liability to pay such amount.
- 2.9 The **Purchaser/s** agree/s that payment of the amounts by the **Purchaser/s** 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/s** in this regard shall entitle the Vendor to enforce default remedies as set out hereunder.
- 2.10 The **Purchaser/s** authorizes the Vendor to adjust/appropriate all payments made by the **Purchaser/s** under any head(s) and in any order as the Vendor may deem fit and proper against any outstanding dues of the **Purchaser/s** under this Agreement and the **Purchaser/s** shall not raise any dispute in this regard.
- 2.11 Default by the **Purchaser/s** in payment of any charges as per clause-3 / 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.
- 2.12 The Vendor shall confirm the final carpet area of the Apartment that has been agreed to be purchased by the **Purchaser/s** after the construction of the Building or Block in which the Apartment is located is complete and the Building Use (BU) Permission is

granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. If the variation in carpet area of Apartment 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/s** 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/s**. If there is any increase in the carpet area of more than 3% of the Apartment then the Vendor shall demand additional amount from the **Purchaser/s** 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/S:

- 3.1 The Vendor shall form a Society or Association or Company (hereinafter referred to as "Society") for the effective management and maintenance of the common areas and facilities to be provided to the Purchasers of various residential Apartments (i.e. Apartments in Block No. C and in Block A (from first floor – part to thirteen floor) and in Block B (from first floor – part to thirteen floor) in the said Project. However, for the purpose of convenience a separate Society or Association or Company shall also be formed for effective management and maintenance of commercial units in the Project. The Purchaser herein along with other Purchaser(s) of residential Apartments in the Project shall join in forming and registering the Society to be known by such name as the Vendor may decide and for the Purchaser shall, for the purpose of formation of such Society, sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society, including the bye-laws of the proposed Society 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 Society. The Purchaser shall not raise any objection 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 agree that he/she/they shall observe and follow the rules and regulations of the Society 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 Society for operation and maintenance of common facilities and amenities of the Project.

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

Sr. No.	Amount (in Rupees)	Purpose
1.	Rs. _____/-	For purchasing necessary shares of the Society
2.	Rs. _____/-	Towards Maintenance Deposit
3.	Rs. _____/-	Towards Monthly running Maintenance charges
Total	Rs. _____/-	

The **Purchaser/s** shall bear any GST or any tax payable on the above mentioned amounts. The abovementioned Maintenance deposit shall be transferred by the Vendor in the name of the Society as and when it is formed and functional. The Vendor shall not pay any interest on the aforesaid amount.

3.3 The **Purchaser/s** hereby agree/s that **he/she/it/they** shall also be liable to pay to the Vendor, the **Purchaser's/Purchasers'** 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 Society. If the **Purchaser/s** 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/s** to the Society.

3.4 Over and above the amounts mentioned in the agreement to be paid by the **Purchaser/s**, the **Purchaser/s** shall on or before delivery of possession of the said Apartment shall pay to the Vendor or Society 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/s** 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 **24-04-2021**, 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 labor 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 Apartment to the **Purchaser/s** simultaneously upon execution and registration of conveyance/sale deed of said Apartment in favor of the **Purchaser/s**.

4.4 The **Purchaser/s** shall take possession of the Apartment within 15 days of the receipt of written notice from the Vendor to the **Purchaser/s** intimating that the said Apartment is ready for use and occupancy. The **Purchaser/s** shall execute necessary sale/conveyance deed and other documentation as may be drafted by the Vendor's Advocate / Solicitor. In case the **Purchaser/s** fails to take possession within 15 days of the receipt of written notice from the Vendor to the **Purchaser/s**

intimating that the said Apartment is ready for use and occupancy, the **Purchaser/s** shall pay “Holding Charges” as may be fixed by the Vendor and shall continue to be liable to pay maintenance charges, municipal taxes, proportionate land revenue, water taxes, electricity charges etc. as applicable.

4.5 The proposed draft of conveyance deed/sale deed to be executed between the parties is uploaded by the Vendor on the website of the Real Estate and Regulatory Authority of Gujarat. The **Purchaser/s has/have** studied understood and accepted it. It is agreed between the parties that the same at the sole discretion of Vendor may be modified or altered as may be advised by the Attorney-at-Law or Advocate to the Project as the nature and circumstances may require. The same without any reservation or objection shall be binding to the **Purchaser/s**.

4.6 If the construction of the Project is completed and Building Use Permission is obtained ahead of estimated schedule, the balance payment under this Agreement will become payable on Vendor’s demand against possession to be given by the Vendor to Purchaser as per applicable clauses of this Agreement.

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 Apartment to the Purchaser, except in Force Majeure condition, then the Vendor agrees to pay to the **Purchaser/s** who **do/does** not intend to withdraw, interest @ 6% per annum, on all the amounts paid by the **Purchaser/s**, for every month of delay, till the date of obtaining the Building Use Permission of the Project.

5.2 The **Purchaser/s** shall have a right to cancel this Agreement for Sale and withdraw from the Project 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/s along with interest @ 6% per annum calculated from the date of receipt of each installment. Other than this the **Purchaser/s** shall not have any right to withdraw from or cancel this Agreement for sale.

- 5.3 If the **Purchaser/s** make/s any delay in payment of any installment 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/s** 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 Apartment to the **Purchaser/s** until entire dues are not paid by the **Purchaser/s**.
- 5.4 Without prejudice to the Vendor's right to demand interest for delayed payments from the **Purchaser/s** as stated in clause 5.3, the Vendor shall also be entitled to terminate this Agreement unilaterally if the **Purchaser/s** commits defaults in payment of any amount (including payment of any taxes, interest) due and payable by the **Purchaser/s** 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/s**, by Registered Post AD / Courier at the address provided by the **Purchaser/s** and/or mail at the e-mail address provided by the **Purchaser/s**, of his/her/their 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/s** 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. The Vendor may record the termination / cancellation of this Agreement by preparing a Memorandum of Termination / Cancellation and execute the same and/or get it registered with the appropriate Sub-Registrar and with any other concerned authority under the applicable laws. Such Memorandum of Termination / Cancellation shall be binding upon the **Purchaser/s** with the same spirit and intention as if such Memorandum was executed by the **Purchaser/s**. The cost, charges and expenses incurred relating to the same by the Vendor shall be to the account of the **Purchaser/s** and the **Purchaser/s** shall be liable to pay and reimburse the same immediately on demand by the Vendor.

Provided further that upon such termination of this Agreement by the Vendor, the Vendor shall be entitled to deduct as liquidated damages, 50% of the total Purchase Consideration from the amount received from the **Purchaser/s**. If the installments of Purchase Consideration paid till then by **Purchaser/s** are less than 50% of the Purchase Consideration, then **Purchaser/s** shall be required to pay to Vendor, and Vendor will be entitled to recover the balance amount from the **Purchaser/s** and **Purchaser/s** shall pay the same to Vendor within a period of 30 days of termination. Any refund of money due to the **Purchaser/s** after deductions as per above 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/s** shall not be entitled to claim any right title or interest in the said Apartment/Property and the Vendor shall be entitled to sell or in any other manner transfer or dispose-off the said Apartment/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/s**.

6. REPRESENTATIONS AND WARRANTIES OF THE VENDOR:

- 6.1 The Vendor has clear and marketable title with respect to the Project Land 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 has not obtained any financial assistance in form of Project Loan on the said Project of “**BASIL SKYLINE**” Scheme and has not created any charge of any lender. However, some of the **Purchaser/s** of Apartment/s in the said **BASIL SKYLINE** Scheme has taken finance / loan on **his/her/their** Apartment/s in the scheme.
- 6.3 The Vendor states that the said land free from all encumbrances.
- 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 Apartment which will, in any manner, affect the rights of **Purchaser/s** 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. It is to be noted that the said specifications are subject to change due to reasons beyond the control of the Vendor. Also the specifications as mentioned in the annexure

are basic in nature and there may be some changes in the colour, design, pattern, texture etc.

- 6.8 The Vendor has provided vehicle parking spaces in the Project as per the provisions of the prevalent General Development Control Regulations. It has been agreed between the Parties that the Society shall allot such parking spaces to each of the Apartment Purchasers/occupiers in such a manner that no injustice is done to any Apartment Purchasers/occupiers and all Purchasers/occupiers are treated at par. The Society shall make the most efficient use of the provided parking area so as to maximize the number of parking slots available for parking of cars and if permissible the Society may use other open areas or marginal areas for allotment of parking spaces to the occupiers of the Project. The location (hollow plinth or basement or open) of parking space being allotted to the Purchaser shall be at the discretion of the Society and the Purchaser shall not raise any dispute in this regards. The Vendor / Society shall be entitled to take strict action against the Purchaser/s , including imposition of fine, if they don't follow the parking rules. The Purchaser/s is/are aware that for purpose of better safety and security of premises and convenience to owners/end users, the entry/movement of heavy vehicles shall not be permitted inside the Project.
- 6.9 If within a period of five years from date of Building Use Permission, the **Purchaser/s** brings to the notice of the Vendor any structural defect in the Apartment or the building in which the Apartment 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/s** shall be entitled to receive from the Vendor, compensation equal to cost to cure / rectify such defect. Provided that the Vendor shall not be liable to rectify any defect or for payment of any compensation in the following cases:

- 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/s** 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 Apartment / building, and if the annual maintenance contracts or applicable licenses are not done/renewed by the Purchaser/Society, the Vendor shall not be responsible for any defects occurring due to the same.; or
- e. If the **Purchaser/s has/have** defaulted in any of its representations or warranties as mentioned in clause 7 of this Agreement.
- f. The Society or the **Purchaser/s has/have** not adhered to maintenance schedule and operating manual as prescribed by the manufacturer/Vendor.
- g. The **Purchaser/s has/have** carried out any alterations of any nature in the said Apartment which shall include but not be limited to alterations in columns, beams etc. or in the fittings therein, pipes, water supply connections or any erection or alteration in the bathroom and toilet etc. If any of such work/s is/are carried out 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 Society and shall handover peaceful possession of the same to the Society.

7. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PURCHASER/S:

7.1 The **Purchaser/s** shall regularly pay all amounts (including interest) payable under this Agreement.

7.2 The **Purchaser/s** shall use the said Apartment or any part thereof or permit the same to be used only for residential / commercial purpose. The **Purchaser/s** 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/s** that the Apartment 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 Apartment) 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 Society is formed, the **Purchaser/s** shall pay to the Vendor such proportionate share of outgoings as may be determined. The amounts so paid by the **Purchaser/s** to the Vendor shall not carry any interest and remain with the Vendor until the same is transferred to the Society as aforesaid.

7.4 The **Purchaser/s** agree/s that though **he/she/they** shall become free, independent and absolute owners of the said Apartment, the said Apartment shall be used, occupied and transferred by

him/her/them as per rules and regulations that shall be framed by said Society.

- 7.5 The **Purchaser/s is/are** aware that the other Apartments 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/s is/are** 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/s** 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 Society.
- 7.6 To maintain the Apartment at the **Purchaser's / Purchasers'** own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment 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 Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- 7.7 Not to store in the Apartment 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 Apartment 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 Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of

negligence or default of the **Purchaser/s** in this behalf, the **Purchaser/s** shall be liable for the consequences of the breach.

- 7.8 The **Purchaser/s** shall at **his/her/their** own cost carry out all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Vendor to the **Purchaser/s** and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment 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/s** committing any act in contravention of the above provision, the **Purchaser/s** 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 Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment 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 Apartment 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 Apartment without the prior written permission of the Vendor and/or the Society.
- 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 Apartment 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 Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- 7.12 The **Purchaser/s** shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the **Purchaser/s** to the Vendor under this Agreement are fully paid up and without the prior written consent of the Vendor.
- 7.13 The **Purchaser/s** shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartment 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/s** shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Apartment 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/s** 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 Apartment or buildings or any part thereof to view and examine the state and condition thereof. The **Purchaser/s** 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/s do/does** not get any right, title or interest in the said Apartment by virtue of this Agreement for Sale. The titles of the said Apartment shall be transferred to the **Purchaser/s** 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/s**. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment/Property or of the said Project Land and Building or any part thereof. The **Purchaser/s** shall have no claim save and except in respect of Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, common terraces, common amenities, facilities and areas, will remain the Apartment of the Vendor until the same is transferred as hereinbefore mentioned.
- 7.16 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/s** that even after the Society 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.
- 7.17 The **Purchaser/s** hereby acknowledges that even after the Society 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 apartment(s) 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 Apartment shall be entitled to become member of the Society and use all common areas and

facilities in the Project at par with other unit Purchasers/occupiers.

- 7.18 The **Purchaser/s** hereby agree/s that **he/she/they** shall not have any objection if any portion of the said Project Land is handed over to the company providing electric supply for putting an electric sub-station and the Vendor shall be entitled to give such part of the land to the said company or any other body for such purpose on such terms and conditions as may be agreed between the Vendor and the said company and the same shall be binding on the Purchasers and the Society.
- 7.19 The approved layout/plans shown to the **Purchaser/s** at the time of signing of this Agreement is subject to change / variation / modification by Vendor. The **Purchaser/s** accepts that the layout/plans shown to him/her/them 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/s** **has/have** 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/s** 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/s** hereby give/s **his/her/their** irrevocable consent for any change/modification/variation in the layout/plans / amenities / specifications of the Project and the **Purchaser/s** waives his right to inspect/demand inspection of any such change/modification/variation, provided such changes or modifications in layout/plans do not adversely affect or alter the said Property.

7.20 The **Purchaser/s** hereby covenants that it shall not raise any objections against inclusions/exclusions of any type of legally permissible construction/ development being made in the **BASIL SKYLINE** Project. The **Purchaser/s** hereby covenants that the Vendor shall be entitled to develop the said **BASIL SKYLINE** Project without any hindrance, objection or requisition from the **Purchaser/s** notwithstanding any perceived or actual nuisance or inconvenience that may be caused owing to the construction work. Further, the **Purchaser/s** covenants with the Vendor that the Vendor shall be entitled to undertake construction and develop the **BASIL SKYLINE** Project in the manner it desires and the **Purchaser/s** shall extend all the co-operation to the Vendor for the same.

7.21 The **Purchaser/s** of the Apartments after the formation of the Society or company or an association (as the case may be and hereinafter referred to as 'the Society') shall be admitted by such Society as members and shareholders with the same rights and the same benefits and subject to the same obligations as those of the other Purchaser who may already be the members of the Society without any reservation or conditions or any other payments save and except normal entrance fees, share money.

7.22 The Vendor have informed the **Purchaser/s** and the **Purchaser/s** hereby agree/s and confirm/s that the Vendor shall not be liable to pay maintenance and all other charges of any nature whatsoever of the unsold Apartments, however they shall

be liable to pay their share of Panchayat Taxes only relating to the unsold Apartments. The Purchaser and/or the Society shall not call upon the Vendor, to pay maintenance and/or any other charges of the unsold Apartments. It is further agreed that the Vendor shall pay directly, Panchayat Taxes if any, of the unsold Apartments, to the AMC or in the case of the said AMC issuing a joint bill, the Purchaser or the said organization shall intimate the Vendor on receipt of such bill for Panchayat Taxes in writing requesting them, to pay Panchayat Taxes or the unsold Apartments which shall be paid by the Vendor.

- 7.23 It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold/remaining Apartments and car parking spaces after allotting the Apartments and car parking spaces to the Purchasers etc. shall at all times, including after the formation and registration of the Society and/or after the conveyance/transfer of the project land / common areas be and remain the absolute Property of the Vendor and the Vendor at their sole discretion may become member/s of the Society in respect thereof.
- 7.24 The Vendor shall have full right, absolute power and authority and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose off the unsold Apartments in any manner and at any point of time for such consideration and on such terms and conditions as they may in their sole and absolute discretion deem fit and proper; to any person or party of their choice and neither the **Purchaser/s** herein, nor the Society shall object or dispute the same.
- 7.25 On the Vendor intimating to the Society of the name or the names of the Purchasers of such unsold Apartments, the Society shall forthwith accept and admit such Purchasers as their members and/or shareholders and shall also allot parking slot to such Purchaser/s and shall forthwith issue share certificate and

other necessary documents in their favour, without raising any dispute or objection to the same and without charging/recovering from them any fees, donation, contribution or any other amount of whatsoever nature in respect thereof.

- 7.26 In the event of the Society being formed and registered before the sale and disposal by the Vendor of all the Apartments in the said Project to be developed on the Project of land, the power and authority of the Society shall be subject to the overall authority and control of the Vendor over any of the matters concerning the said Project, the construction and completion thereof and all amenities appertaining to the same and in particular the Vendor shall have absolute authority and control as regards the unsold Apartments and the disposal thereof. The Society shall be liable to admit Purchaser of such Apartments as its members without asking any transfer fee or amount save and except entrance fees, share application money and security deposit for maintenance charge like other Purchasers.
- 7.27 The **Purchaser/s** 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 Project Land.
- 7.28 Further before execution of these presents (i.e. the present Agreement for Sale) the purchaser has/have read this Agreement for Sale and fully understood each and every clause and content of the said Agreement for Sale and has/have fully agreed to each and every details, terms conditions and obligations mentioned in this Agreement for Sale.
- 7.29 The **Purchaser/s** will have to bear any Betterment charges or AMC/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.

7.30 The **Purchaser/s** will bear and pay all present and future, applicable charges, property / municipal taxes, cess, betterment charges, etc. payable to the Central Government, State Government, AMC and/or local authorities after the date of Building Use permission in respect of the Said Property.

7.31 If the **Purchaser/s** shall desire to obtain loan from any financial institution / bank (the "Institution") to be disbursed as per progress of the work or otherwise, and payable by the Institution directly to the Vendor, the Purchaser hereby give consent / permission for the same. The Vendor will be entitled to claim and receive such payment directly from the Institution and the **Purchaser/s** hereby give/s irrevocable consent for the same to Vendor and Institution. Such disbursements made by the Institution to the Vendor shall be debited by Institution to loan account of **Purchaser/s** and to be received by Vendor towards the Consideration and other amounts to be received under this Agreement.

8. BINDING EFFECT

Forwarding this Agreement to the **Purchaser/s** by the Vendor does not create a binding obligation on the part of the Vendor or the **Purchaser/s** until, firstly, the **Purchaser/s** 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/s** fails to execute and deliver to the Vendor this Agreement within 15 (Fifteen) days from the date of its receipt by the **Purchaser/s** 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/s** for rectifying the default, which if not

rectified within 15 (Fifteen) days from the date of its receipt by the **Purchaser/s**, application of the **Purchaser/s** shall be treated as cancelled and all sums deposited by the **Purchaser/s** in connection therewith including the booking amount shall be returned to the **Purchaser/s** without any interest after deducting an amount of Rs.5,00,000/- or 5% of the total purchase price, whichever is less, as administrative charges.

9. 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 apartment/plot/building, as the case may be.

10. RIGHT TO AMEND

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

11. 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 Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

12. SEVERABILITY

The Model form of Agreement for Sale proposed by the Government of Gujarat under the Rules framed by it under the

said Act has been modified to incorporate the agreement and terms agreed upon between the Vendor and **Purchaser/s**, being this Agreement. The parties hereto accept the same. 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.

13. NOTICES

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

Name of Purchaser/s	
Purchaser/s Address	
Notified Email ID	

Name of Vendor	M/S. BASIL INFRACON LLP
Vendor Address	D/507, Ganesh Meridian, S.G.Road, Sola, Ahmedabad - 380060
Notified Email ID	

It shall be the duty of the **Purchaser/s** 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.

14. 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/them** which shall for all intents and purposes to consider as properly served on all the Purchasers.

15. 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

16. 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/s** only.

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.

SCHEDULE-I
(Description of Project Land)

All that piece or parcel non-agriculture land forming part of amalgamated Final Plot No.23+24 admeasuring 4358.00 Sq.Mtrs.

(corresponding to land forming part of Survey Nos.195Paiki+196 of Mouje: Tragad) of draft Town Planning Scheme No.233 (Tragad) situate, lying and being at Near Tragad Underpass, S.P.Ring Road, Tragad, Dist. Ahmedabad, Taluka: Ghatlodiya, in the Registration District Ahmedabad and Sub-District Ahmedabad-8 (Sola) which is bounded as follows:

Survey No. 195Paiki +196, T.P.233, F.P. – 23 +24

On the East by : F.P.31 Land
On the West by : N.H.C. (Reservation)
On the North by : F.P. 25
On the South by : 12 Mtr. Wide T.P. Road after that S.P.Ring Road

SCHEDULE-II
(Description of said Property hereby sold)

All that **Property** of **APARTMENT** bearing No._____ situated on the _____ **Floor** admeasuring about _____ **Sq. Feet (equivalent to _____ Sq.Mtrs.)** Super Built-up area in **BASIL SKYLINE** Building, (which is being developed / constructed on the Project Land, described in Schedule-I herein) having a carpet area (as defined under the Act) of _____ sq meters.

SCHEDULE – III
(Description of Common Areas and Facilities)

- _____
- _____
- _____
- _____

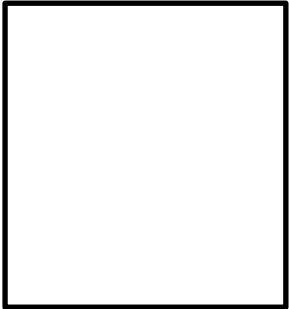
ANNEXURE - A
AMC APPROVED PLAN

ANNEXURE - B
RERA REGISTRATION CERTIFICATE

ANNEXURE - C
APARTMENT AREA PLAN

ANNEXURE - D
DETAILS OF SPECIFICATIONS

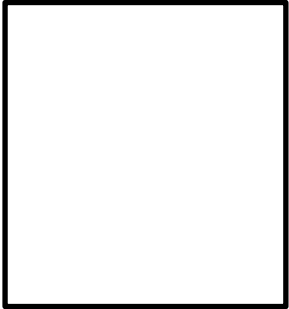
SIGNED SEALED AND DELIVERED
by the within named **VENDOR**
M/S. BASIL INFRACON LLP by
and through its Authorized Partner of
Mr. _____
in the presence of :-



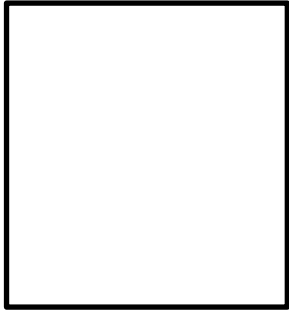
1. _____

2. _____

SIGNED SEALED AND DELIVERED
by the within named **PURCHASER**



1. _____



2. _____

In the presence of:-

1. _____

2. _____

RECEIVED of and from the within
named **Purchaser/s** _____
_____, a sum
of Rs. _____ (Rupees
_____ only) paid
on or before execution of these
presents by the **Purchaser/s** to the
Vendor being the earnest money /
advance of these presents in the
presence of:-

Rs. _____

1. _____

I SAY RECEIVED
For, M/S. BASIL INFRACON LLP

2. _____

Authorized Partner
(VENDOR)