

AGREEMENT TO SELL
(WITHOUT POSSESSION)

This AGREEMENT TO SELL is executed at AHMEDABAD on this ____th day of _____, 2017 BETWEEN (1) Mr. ileshbhai Nandubhai Patel, (Pan Card No.) Aged about 54 Years, by Religion Hindu, Residing at : 14, Vidhyanagar Society Vibhag-1, Ashram Road, Usmanpura, Ahmedabad- 380014 (2) Mrs. Priyavandanaben ileshbhai Patel, (Pan Card No.) Aged about 53 Years, by Religion Hindu, Residing at : 2078, Patel Vas, Behind Municipal Staff Quarters, Usmanpura, Ahmedabad (3) Mr. Mishal ileshbhai Patel, (Pan Card No.) Aged about 34 Years, by Religion Hindu, Residing at : 14, Vidhyanagar Society Vibhag-1, Ashram Road, Usmanpura, Ahmedabad- 380014 (4) Mr. Shivang Ileshbhai Patel, (Pan Card No.) Aged about 26 Years, by Religion Hindu, Residing at : 14, Vidhyanagar Society Vibhag-1, Ashram Road, Usmanpura, Ahmedabad- 380014 (5) Mr. Manojbhai Becharbhai Gamara, (Pan Card No.) Aged about 50 Years, by Religion Hindu, Residing at : 11, Madhavbaug Tenament, Ghatlodia, Ahmedabad- 380 061 (6) Mr. Kirtibhai

Becharbhai Gamara, (Pan Card No.) Aged about 43 Years, by Religion Hindu, Residing at : 11, Madhavbaug Tenament, Ghatlodia, Ahmedabad- 380 061 (7) Mr. Vinubhai Becharbhai Gamara, (Pan Card No.) Aged about 39 Years, by Religion Hindu, Residing at : 11, Madhavbaug Tenament, Ghatlodia, Ahmedabad- 380061 (8) Mr. Atul Balubhai Patel, (Pan Card No.) Aged about 47 Years, by Religion Hindu, Residing at : 401, Shyamal Flats, 12, Gujarat Brahmkshtriya Society, Nr. Suvidha Shopping, Paldi, Ahmedabad- 380007 (9) Mr. Dipakbhai Balubhai Patel, (Pan Card No.) Aged about 53 Years, by Religion Hindu, Residing at : 2, Krishnakunj Government Servant Society, Nr. Nagri Hospital, Ellisbridge, Ahmedabad- 380006 (10) Mr. Somabhai Kachrabhai Patel, (Pan Card No.) Aged about 63 Years, by Religion Hindu, Residing at : B/34, Harbholanath Park, Opp. Sarswati Vidhya Vihar, National Highway No.8, Odhav, Ahmedabad 382415 (11) Mr. Jayantibhai Narayanbhai Patel, (Pan Card No.) Aged about 59 Years, by Religion Hindu, Residing at : 10, Aastha Homes, Nr. Kalhar Exotica, Science City Road, Sola, Ahmedabad 380 060 (12) Mr. Prahladbhai Jivanbhai Patel, (Pan Card No.) Aged about 62 Years, by Religion Hindu, Residing at : 16, Shyampuja - IV, Motera, Ahmedabad 382424 (13) Mr. Rameshbhai Jivanbhai Patel, (Pan Card No.) Aged about 53 Years, by Religion Hindu, Residing at : A/11, Juli Apartment, Shahibaug, Ahmedabad- 380004 and (14) Mr. Rameshbhai Valjibhai Kothari, (Pan Card No.) Aged about 57 Years, by Religion Hindu, Residing at : A/304, Shyam Sparsh Residency, Opp. Manav Bungalows, Satyam Char Rasta, Science City, Ahmedabad- 380 060 (hereinafter referred to as "THE VENDOR") which expression shall unless it be repugnant to the context or meaning thereof be deemed to include their respective heirs, legal representatives, executors and successors) of **"THE FIRST PART"**.

AND
"SAHJANAND SKYINFRA WORLD LLP", a Limited Liability Partnership Firm (Pan Card No. ACVFS 2901 F) having its registered office at Near Kalhar Bungalows, Science City Road, Sola, Ahmedabad (hereinafter referred to as "THE DEVELOPER"), which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its respective partners, legal representatives, executors and successors) of "THE SECOND PART".

AND
..... (Pan Card No.) adult by Age, by Religion Hindu, Occupation, residing at :
... .. Hereinafter referred to as "THE PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his heirs, legal representatives, administrators, executors and successors) of "THE OTHER PART".

WHEREAS :
That the Vendor is seized and possessed of or otherwise well and sufficiently entitled to the Non-Agricultural land bearing Survey Nos. 649/1, 649/2, 650 and Final Plot No. 18/3 admeasuring 9530 sq. mtrs. and Survey No. 677 and Final Plot No.40 admeasuring about 1752 Sq. Mtrs land of Town Planning Scheme No. 41 of Mouje Sola of Ghatlodia Taluka in the District of Ahmedabad and Registration Sub-District of Ahmedabad-8 (Sola) and situated at Near Kalhar Bungalows, Science City Road, Sola, Ahmedabad (Hereinafter referred to as "the said Entire Land / Project Land").
The Vendor have agreed to develop the said land as scheme known as "ARJUN SKY LIFE" evolved and/or organized with the help of the DEVELOPER herein and Architect and necessary plans specifications designs and detailed drawings for the same have been prepared, the development

agreement in respect thereof entered into by and between the Developer and the Vendor on dated-02/07/2015 on a stamp paper of Rs.100/-, however according to Gujarat Stamp Act, the stamp duty has been applicable 3.50% on a Jantry of the land and as such by mutual understanding both the parities have executed Development Agreement with proper stamp duty on **Dated 27/02/2017**, which was duly registered with the Sub-Registrar, Ahmedabad-8 (Sola) under Sr. No. **2630 and 2624**

That scheme of plan approved by Ahmedabad Municipal Corporation vide its order no. BHNTS/NWZ/261214/GDR/A3422/RO/M1 to Rajachhithi No.5115/261214/A3422/RO/M1 dated- 22/12/2015 That the said land is Non-Agriculture land as per order of the District Collector No. CB/Land-2/NA/SR-1000/15 Datd 07/08/2015 and Order No. CB/Land/NA/SR-1000/15 Rectified Order/2015 Datd 12/10/2015.

The Developer has constructed the scheme "ARJUN SKY LIFE" to use land F.S.I. 1.2 and purchase F.S.I. from Corporation 0.6 and purchased T.D.R. from other sources as per 3.994 Sq.Mtrs on the above land.

AND WHEREAS the Vendor / the Developer have proposed to construct on the project land and on the said project, there are basement Three Blocks for Ground Floor + Thirteen Floors.

AND WHEREAS the Vendor / the Developer has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Vendor / the Developer have registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at No. authenticated copy is attached in **Annexure 'A'**;

AND WHEREAS the Vendor / the Developer have appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Vendor / the Developer accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS the Vendor / the Developer have sole and exclusive right to sell the units in the said scheme constructed by the Developer on the project land and to enter into Agreement/s with the purchaser / s of the unit to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the purchaser, the Vendor / the Developer have given inspection to the purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Vendor's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Vendor, authenticated copies of extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Vendor to the project land on which the units are constructed or are to be constructed have been annexed hereto and marked as Annexure 'B' and 'C', respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure 'D-1'.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Developer and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure 'D-2'.

AND WHEREAS the authenticated copies of the plans and specifications of the unit agreed to be purchased by the purchaser, as sanctioned and approved by the local authority have been annexed and marked as Annexure 'D-3'.

AND WHEREAS the Vendor / the Developer have got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said

Building.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Developer have accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the purchaser has applied to the Vendor for acquire of Flat No. admeasuring Sq. Mtrs. (Carpet Area) on Floor of Block "....." situated in a building known as "**ARJUN SKY LIFE**" together with undivided and un-demarcated share in the building (herein after referred to as the said "Flat") and building known as "**ARJUN SKY LIFE**" (hereinafter referred to as the said "Scheme / Project / Building").

AND WHEREAS the carpet area of the said Flat is Square Meters and "carpet area" means the net usable floor area of Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the purchaser or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the purchaser, but includes the area covered by the internal partition walls of the Flat.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

AND WHEREAS, prior to the execution of these presents the purchaser has paid to the Developer a sum of Rs...../- (Rupees Only), being part payment of the sale consideration of the Flat agreed to be sold by the Developer to the purchaser as advance

payment or application fee (the payment and receipt whereof the Developer doth hereby admit and acknowledge) and the purchaser has agreed to pay to the Developer the balance of the sale consideration in the manner hereinafter appearing.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor hereby agrees to sell and the purchaser hereby agrees to purchase the flat.

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

1. The Vendor / the Developer shall construct the said building/s consisting of basement + ground floor + thirteen floors + podiums floor on first floor level on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Vendor / the Developer shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the Flat of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.

2. a. The Purchaser hereby agrees to purchase from the Vendor / the Developer and the Vendor / the Developer hereby agrees to sell to the Purchaser Flat No. admeasuring Sq. Mtrs. (Carpet Area) on Floor of Block "....." situated in a building known as "**ARJUN SKY LIFE**" together undivided and un-demarcated share as shown in the Floor plan thereof hereto annexed and marked Annexures D-1, D-2 and D-3 for the consideration of Rs. including Rs. being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Flat including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

b. The Purchaser hereby agrees to purchase from the

Developer and the Developer hereby agrees to sell balcony admeasuring sq. mtrs. forming part of the apartment for the consideration of Rs...../-.

c. The Purchaser hereby agrees to purchase from the Developer and the Developer hereby agrees to sell wash area admeasuring sq. mtrs. forming part of the apartment for the consideration of Rs...../-.

d. The Purchaser hereby agrees to acquire from the Developer and the Developer hereby agrees to allot car parking space.

e. The total aggregate consideration amount for flat mentioned hereinabove from clause-2 (a, b, c and d) is thus Rs...../-.

3. The Purchaser has paid on or before execution of this agreement a sum of Rs..... (Rupees only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Vendor / the Developer, the balance amount of Rs/- (Rupees) in the following manner :-

i. Amount of Rs...../- (Rupees Only) (not exceeding 30% of the total consideration) to be paid to the Developer after the execution of Agreement

ii. Amount of Rs...../- (Rupees Only) (not exceeding 45% of the total consideration) to be paid to the Developer on completion of the Plinth of the building or wing in which the said Flat is located.

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

iv. Amount of Rs...../- (Rupees Only) (not exceeding 75% of the total consideration) to be paid to the Developer on completion of the walls, internal plaster, floorings doors and windows of the

said Flat.

v. Amount of Rs...../- (Rupees Only) (not exceeding 80% of the total consideration) to be paid to the Developer on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat.

vi. Amount of Rs...../- (Rupees Only) (not exceeding 85% of the total consideration) to be paid to the Developer on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat is located.

vii. Amount of Rs...../- (Rupees Only) (not exceeding 95% of the total consideration) to be paid to the Developer on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Flat is located.

viii. Balance Amount of Rs...../- (Rupees Only) against and at the time of handing over of the possession of the Flat to the Purchaser on or after receipt of occupancy certificate or completion certificate.

4. The Total Price above excludes Taxes (consisting of tax paid or payable by the Developer by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Developer) up to the date of handing over the possession of the Flat.
5. The Total Price 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. The Developer 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 Developer 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, which shall only be applicable on subsequent payments.

6. The Developer may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser by discounting such early payments @..... % per annum for the period by which the respective installment has been preplanned. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to Purchaser by the Developer.
7. The Developer shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then the Developer shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Developer 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 this Agreement.
8. The Purchaser authorizes the Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Developer may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Developer to adjust his payments in

any manner.

9. Note : Each of the installments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple installments linked to number of basements/ podiums/floors in case of multi-storied building /wing.

a. The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat.

b. Time is essence for the Developer as well as the Purchaser. the Developer shall abide by the time schedule for completing the project and handing over the Flat to the Purchaser and the common areas to the association of the purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer as provided in clause 4 herein above. ("Payment Plan").

10. The Developer hereby declares that the Floor Space Index available as on date in respect of the project land is square meters only and the Developer have planned to utilize Floor Space Index of by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. the Developer have disclosed the Floor Space Index of as proposed to be utilized by him on the project land in the said Project and Purchaser has agreed to purchase

the said Flat based on the proposed construction and sale of Flats to be carried out by the Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendor / the Developer only.

11. (i) If the Developer fails to abide by the time schedule for completing the project and handing over the Flat to the Purchaser, the Developer agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Developer, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser to the Developer under the terms of this Agreement from the date the said amount is payable by the purchaser(s) to the Developer.

(ii) Without prejudice to the right of the Developer to charge interest in terms of sub clause 11.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the purchaser committing three defaults of payment of installments, the Developer shall at his own option, may terminate this Agreement:

12. Provided that, the Developer shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the purchaser and 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 Developer within the period of notice then at the end of such notice period, the Developer shall be entitled to terminate this Agreement.

13. Provided further that upon termination of this Agreement as aforesaid, the Developer shall refund to the Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the

Developer) within a period of thirty days of the termination, the installments of sale consideration of the Flat which may till then have been paid by the Purchaser to the Developer.

14. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Developer in the said building and the Flat as are set out in Annexure 'E', annexed hereto.

15. The Developer shall give possession of the Flat to the Purchaser on or before **Date : 31/08/2019**. If the Developer fails or neglects to give possession of the Flat to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Developer shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the Flat with interest at the same rate as may mentioned in the clause 12.1 herein above from the date the Developer received the sum till the date the amounts and interest thereon is repaid.

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

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

16. 1. Procedure for taking possession - The Developer, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Flat to the Purchaser in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Developer shall give possession of the Flat to the Purchaser. the Developer agrees and undertakes to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developer. The Purchaser agree(s) to pay the maintenance charges as determined by the Developer or association of purchasers, as the case may be. the Developer on its behalf shall offer the possession to the Purchaser in writing

within 7 days of receiving the occupancy certificate of the Project.

2. The Purchaser shall take possession of the Flat within 15 days of the written notice from the Developer to the Purchaser intimating that the said Flats are ready for use and occupancy:

3. Failure of Purchaser to take Possession of Flat: Upon receiving a written intimation from the Developer as per clause 16.1, the Purchaser shall take possession of the Flat from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Flat to the purchaser. In case the Purchaser fails to take possession within the time provided in clause 8.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable.

4. If within a period of five years from the date of handing over the Flat to the Purchaser, the Purchaser brings to the notice of the Developer any structural defect in the Flat or the building in which the Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Developer, compensation for such defect in the manner as provided under the Act.

17. The Purchaser shall use the Flat or any part thereof or permit the same to be used only for purpose of residence.

18. The Purchaser along with other purchaser(s) of Flats in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Developer may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Developer within seven days of the same being forwarded by the Developer to the Purchaser, so as to enable the Developer to register the common organisation of

Purchaser. 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.

(i) The Developer shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Developer in the said structure of the Building or wing in which the said Flat is situated.

(ii) The Developer shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Developer in the project land on which the building with multiple wings or buildings are constructed.

(iii) Within 15 days after notice in writing is given by the Developer to the Purchaser that the Flat 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 Flat) 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, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to the Developer such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Developer provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Purchaser to the Developer shall not carry any interest and remain with the Developer until a conveyance of the structure of the building or

wing is executed in favor of the society or a limited company as aforesaid. On such conveyance being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Developer to the Society or the Limited Company, as the case may be.

19. Over and above the amount mentioned in the agreement to be paid by the Purchaser, the Purchaser shall on or before delivery of possession of the said premises shall pay to the Developer such proportionate share of the outgoings as may be determined by the Developer and which are not covered in any other provisions of this agreement.

20. At the time of registration of conveyance of the property, the Purchaser shall pay to the Developer, the Purchasers' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance of the project land, the Purchaser shall pay to the Developer, the Purchasers' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favor of the Apex Body or Federation.

21. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer hereby represents and warrants to the Purchaser as follows:

I. The Vendor / the Developer has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights 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;

II. The Vendor / the Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

III. There are no encumbrances upon the project land or the Project;

IV. There are no litigations pending before any Court of law with respect to the project land or Project;

V. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Vendor / the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

VI. The Vendor / the Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;

VII. The Vendor / the Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Flat which will, in any manner, affect the rights of Purchaser under this Agreement;

VIII. The Vendor / the Developer confirms that the Vendor / the Developer is not restricted in any manner whatsoever from selling the said Flat to the Purchaser in the manner contemplated in this Agreement;

IX. At the time of execution of the conveyance deed of the structure to the association of purchasers the Vendor / the Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchasers;

X. The Vendor / the Developer has duly paid and shall continue to pay and discharge undisputed 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;

XI. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Vendor / the Developer in respect of the project land and/or the Project except those disclosed in the title report.

22. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Flat may come, hereby covenants with the Vendor / the Developer as follows :-

23. To maintain the Flat at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat 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 Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.

24. Not to store in the Flat 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 Flat 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 Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

25. To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Vendor

/ the Developer to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat 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.

26. Not to demolish or cause to be demolished the Flat 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 Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat 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 Flat 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 Flat without the prior written permission of the Vendor / the Developer and/or the Society or the Limited Company.
27. 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 Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
28. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the Flat is situated.
29. Pay to the Vendor / the Developer within fifteen days of demand by the Vendor / the Developer , his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which

the Flat is situated.

30. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Purchaser for any purposes other than for purpose for which it is sold.
31. 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 Flat until all the dues payable by the Purchaser to the Vendor / the Developer under this Agreement are fully paid up.
32. The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation 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 Flats 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 Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat 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.
33. Till a conveyance of the structure of the building in which Flat is situated is executed in favor of Society/Limited Society, the Purchaser shall permit the Vendor / the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
34. Till a conveyance of the project land on which the building in which Flat is situated is executed in favor of Apex Body or Federation, the Purchaser shall permit

the Vendor / the Developer 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.

35. The Vendor / the Developer shall maintain a separate account in respect of sums received by the Vendor / the Developer from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
36. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Vendor / the Developer until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

37. THE VENDOR / THE DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Vendor / the Developer executes this Agreement, they shall not mortgage or create a charge on the Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such Flat.

38. BINDING EFFECT

Forwarding this Agreement to the Purchaser by the Vendor / the Developer does not create a binding obligation on the part of the Vendor / the Developer 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 30 (thirty) 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 / the Developer . If the Purchaser(s) fails to execute and deliver to the Vendor / the Developer this Agreement within 30 (thirty) 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 / the Developer , then the Vendor / the Developer 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 or compensation whatsoever.

39. 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 Flat/plot/building, as the case may be.

40. RIGHT TO AMEND

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

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

42. 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.

43. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the Flat to the total carpet area of all the Flats in the Project.

44. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

45. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Vendor / the Developer through its authorized signatory at the Vendor / the Developer 's Office, or at some other place, which may be mutually agreed between the Vendor / the Developer and the Purchaser, in after the Agreement is duly executed by the Purchaser and the Vendor / the Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at .

46. The Purchaser and/or Vendor shall present this Agreement as well as the conveyance/assignment of lease at the proper

registration office of registration within the time limit prescribed by the Registration Act and the Vendor / the Developer will attend such office and admit execution thereof.

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

.....Purchaser Name
.....Purchaser Address
.....Purchaser Email Id

.....Developer Name
..... Developer Address
..... Developer Email Id

It shall be the duty of the Purchaser and the Vendor / the Developer 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 / the Developer or the Purchaser, as the case may be.

48. **JOINT PURCHASERS**

That in case there are Joint Purchasers all communications shall be sent by the Vendor / the Developer 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.

49. **STAMP DUTY AND REGISTRATION :-** The charges towards stamp duty and Registration of this Agreement shall be borne by the purchaser.

50. **DISPUTE RESOLUTION :-**

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate

(Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

51. 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 will have the jurisdiction for this Agreement.

52. That in any circumstances this agreement to sell to cancel by mutual understanding or otherwise, then in such case stamp duty and registration fee shall be borne and paid by the Purchaser only.

53. That the Developer shall have right to take project loan from the any bank / financial institutions / company for the development of business against the security of project land / property. However at the time of execution no objection certificate for sale of the unit to be obtained from the said financial institutions / company / bank.

54. This Agreement for sale is to be read and understood as per the provisions made under the Real Estate (Regulation and Development) Act, 2016 and under the rules of the Gujarat Real Estate (Regulation and Development) (General) Rules, 2017. IN WITNESS whereof the Vendor / the Developer and the Purchaser have executed set and subscribed their respective signatures in the manner hereinafter appearing at the place on the day and the year first herein above written.

-: SCHEDULE-I ABOVE REFERRED TO :-

(Description of Property)

ALL THAT undivided proportionate share in the piece and parcel of Non-Agricultural land bearing Survey Nos. 649/1, 649/2, 650 and Final Plot No. 18/3 admeasuring 9530 sq. mtrs. and Survey No. 677 and Final Plot No. 40 admeasuring about 1752 Sq. Mtrs of Town Planning Scheme No. 41 of Mouje Sola of Ghatlodia Taluka in the District of Ahmedabad and Registration Sub-District of Ahmedabad-8 (Sola) together with superstructure being Flat No. admeasuring Sq. Mtrs. (Carpet Area) on Floor of Block "....." situated in a building known as "**ARJUN SKY LIFE**" situated at situated at Near Kalhar Bungalows, Science

City Road, Sola, Ahmedabad.

The property having above description and title to hold, occupy, enjoy and otherwise deal with the property along with easements and specific parking space, common passage & Lift rights and common private approached road and common plot with common rights to bring vehicles and also to take water, drainage connection pipes etc.

SIGNED AND DELIVERED BY WITHIN NAMED "THE VENDOR" :

- 1) _____
Mr. ileshbhai Nandubhai Patel
- 2) _____
Mrs. Priyavandanaben ileshbhai Patel
- 3) _____
Mr. Mishal ileshbhai Patel
- 4) _____
Mr. Shivang ileshbhai Patel
- 5) _____
Mr. Manojbhai Becharbhai Gamara
- 6) _____
Mr. Kirtibhai Becharbhai Gamara
- 7) _____
Mr. Vinubhai Becharbhai Gamara

- 8) _____
Mr. Atul Balubhai Patel
- 9) _____
Mr. Dipakbhai Balubhai Patel
- 10) _____
Mr. Somabhai Kachrabhai Patel
- 11) _____
Mr. Jayantibhai Narayanbhai Patel
- 12) _____
Mr. Prahladbhai Jivanbhai Patel
- 13) _____
Mr. Rameshbhai Jivanbhai Patel
- 14) _____
Mr. Rameshbhai Valjibhai Kothari

SIGNED AND DELIVERED BY WITHIN NAMED "THE DEVELOPER" :

"SAHJANAND SKYINFRA WORLD LLP", a Limited Liability Partnership Firm through its authorized partner/s

(.....)

IN THE PRESENCE OF...

- 1. _____
- 2. _____

SCHEDULE UNDER SECTION 32(A) OF THE
REGISTRATION ACT

VENDOR :	Photo
Thumb	
Impression	

- 1) _____
Mr. ileshbhai Nandubhai Patel
- 2) _____
Mrs. Priyavandanaben ileshbhai Patel
- 3) _____
Mr. Mishal ileshbhai Patel
- 4) _____
Mr. Shivang ileshbhai Patel
- 5) _____
Mr. Manojbhai Becharbhai Gamara

- 6) _____
Mr. Kirtibhai Becharbhai Gamara
- 7) _____
Mr. Vinubhai Becharbhai Gamara
- 8) _____
Mr. Atul Balubhai Patel
- 9) _____
Mr. Dipakbhai Balubhai Patel
- 10) _____
Mr. Somabhai Kachrabhai Patel
- 11) _____
Mr. Jayantibhai Narayanbhai Patel
- 12) _____
Mr. Prahladbhai Jivanbhai Patel
- 13) _____
Mr. Rameshbhai Jivanbhai Patel
- 14) _____
Mr. Rameshbhai Valjibhai Kothari

"THE DEVELOPER":
"SAHJANAND SKYINFRA WORLD LLP", a Limited Liability
Partnership Firm through its authorized partner/s

(.....)
PURCHASER:

(.....)

- Annexure
Unit Floor Plan
Annexure-A
1. Approved Plan
2. Rajachithhi of Construction
Annexure-B
Rera Certificate of Issued
Annexure-C
List of Specification and Amenities List.