

-:AGREEMENT FOR SALE:-

(Without Possession)

Sub: Residential premises being Apartment No. ____ on
____ Floor in the scheme known as “AARYAN
GLORIA” being constructed on Non – Agricultural land
situate, lying and being at Mouje: Bopal in Taluka:
Daskroi District: Ahmedabad Sub – District Ahmedabad
– 9 bearing Block No. 519A, Block No. 520 and Block
No. 522 comprised in the Town Planning Scheme No. 3
(Bopal) bearing Final Plot No. 185 admeasuring 15782
square meters.

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This Agreement made at Ahmedabad on this
_____ day of _____ in the Year Two Thousand and
Seventeen by and between,

- (1) AMBARAMASHABHAI,
(For self and as a Karta and Manager of his HUF),
(PAN: AAHHA 6688 K)
(2) SUSHILABENWD/O RATILALASHABHAI,
(PAN: ACYPP 9858 M)
(3) VIJAY RATILAL

(For self and as a Karta and Manager of his HUF),

(PAN: AADHP 3120 R)

(4) RAKESH RATILAL

(For self and as a Karta and Manager of his HUF)

(PAN: AAFHR 4274 L)

(5) SHAKRABHAI ASHABHAI

(For self and as a Karta and Manager of his HUF)

(PAN: AAHHS 7634 B)

(6) CHANDUBHAI ASHABHAI

(For self and as a Karta and Manager of his HUF)

(PAN: AABHP 3974 P)

all adults, hindu, inhabitants of "Ashapuri Society", Jodhpur, Ahmedabad through their Power of Attorney holder ARYAN INFRA-BUILD PVT. LTD. represented by its authorized Director ASHOKBHAIDEVJIBHAI PATEL, hereinafter collectively referred to as the said "LAND OWNERS" or "THE PARTY OF THE FIRST PART" (which expression shall unless repugnant to the context and meaning thereof be deemed to mean and include their respective heirs, executors and administrators) of the FIRST PART;

AND

ARYAN INFRA-BUILD PRIVATE LIMITED, (PAN: AAGCA 3863 J) a company duly incorporated under the Companies Act, 1956 having its registered office at Ground Floor, Ambica House, Opp. Patel Avenue, S. G. Road, Bodakdev, Ahmedabad - 380 054, represented by its authorized Director ASHOKBHAIDEVJIBHAI PATEL, hereinafter referred to as "THE DEVELOPER" or "THE CONFIRMING PARTY" or "THE PROMOTER" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and

include its subsidiaries, associates, affiliates, legal representatives, executors, administrators and assigns)all collectively hereinafter referred to as the SECOND PART;

AND

_____(PAN: _____) and (2) _____(PAN: _____), both adults, inhabitants of _____, Gujarat, India hereinafter referred to as “THE ALLOTTEE”(which expression shall unless repugnant to the context and meaning thereof be deemed to mean and include their heirs, executors and administrators) of the OTHER PART;

IN THIS AGREEMENT unless the context otherwise requires:

1. words importing any gender include every gender;
2. words importing the singular number include the plural number and vice versa;
3. words importing persons include firms, companies and corporations and vice versa;
4. reference to numbered clauses and schedules are reference to the relevant clause in or schedule to this agreement;
5. reference in any schedule to this to numbered paragraphs relate to the numbered paragraphs of that schedule;
6. whereby any obligation is undertaken by two or more persons jointly they are to be jointly and severally liable in respect of that obligation unless so specifically stated to the contrary;
7. any obligation on any party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;
8. any party who agrees to do something shall be deemed to fulfill that obligation if that party procures that it is done;
9. the heading to the clauses, schedules and paragraphs of this agreement shall not affect the interpretation;

10.any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment.

WHEREAS(1)AMBARAMASHABHAI(for self and as a Karta and Manager of his HUF), (2) SUSHILABENWD/O RATILALASHABHAI, (3) VIJAY RATILAL(for self and as a Karta and Manager of his HUF), (4) RAKESH RATILAL(for self and as a Karta and Manager of his HUF), are entitled to allthat pieces and parcel of non-agricultural lands situate, lying and being at Mouje: Bopal in Taluka: Daskroi District: Ahmedabad bearing Block No. 519A and Block No. 522 comprised in the Town Planning Scheme No. 3 (Bopal) being Final Plot No. 185 part and (1)AMBARAMASHABHAI(for self and as a Karta and Manager of his HUF), (2)SHAKRABHAIASHABHAI(for self and as a Karta and Manager of his HUF), (3)CHANDUBHAIASHABHAI(for self and as a Karta and Manager of his HUF), (4)SUSHILABENWD/O RATILALASHABHAI(5)VIJAY RATILAL(for self and as a Karta and Manager of his HUF), (6)RAKESH RATILAL(for self and as a Karta and Manager of his HUF) are entitled to allthat pieces and parcel of non-agricultural lands situate, lying and being at Mouje: Bopal in Taluka: Daskroi District: Ahmedabad bearing Block No. 520 comprised in the Town Planning Scheme No. 3 (Bopal) being Final Plot No. 185 part hereinafter collectively referred to as "THE LAND OWNERS"are jointly entitled to allthat pieces and parcel of non-agricultural lands situate, lying and being at Mouje: Bopal in Taluka: Daskroi District: Ahmedabad bearing Block No. 519A, Block No. 520 and Block No. 522 comprised in the Town Planning Scheme No. 3 (Bopal) being Final Plot No. 185 admeasuring 15782 square meters, more particularly described in SCHEDULE-I hereunder written (hereinafter referred to as the "ProjectLand");

AND WHEREAS the Land Owners proposed to develop their land with the help of a Promoter having expertise and knowledge of development;

AND WHEREAS in the premise the Land Owners by a Development Agreement dated 17th October, 2013 registered by the Sub-Registrar of Assurances under serial no. 6037, wherein entrusting the Promoter the rights for developing the Project Land by evolving a scheme of residential and

commercial units wherein the Promoter has been authorized by the Land Owners to allot and transfer to an allottee the constructed units through their Power of Attorney holder ARYAN INFRA-BUILD PVT. LTD. represented by its Director ASHOK BHAIDEV JIBHAI PATEL, appointed by a Specific Power of Attorney registered by the Sub-Registrar of Assurances, Ahmedabad under serial no. AHD-9-BPL-2455/2016 on 16.04.2016 and to construct Building/s thereon in accordance with the terms and conditions contained therein;

AND WHEREAS the Promoter is thus entitled to develop to construct Buildings on the Project Land and that the Promoter is in possession of the Project Land;

AND WHEREAS the Promoter has promoted a scheme of residential units and commercial shops known as "ARYAN GLORIA" to be constructed on the Project Land having a total of 12 Blocks of buildings being Block No. A to L each having 13 floors in addition to the basements/podiums/stilts/upper floors, etc. as described in the sanctioned plans (hereinafter referred to as the "Said Scheme" or "the said Building");

AND WHEREAS the plan for the said residential and commercial scheme has been approved by the Ahmedabad Municipal Corporation / AUDA and that it has also granted the Development Permission bearing No. PRM/144/7/2011/397 dated 28.11.2014 authorized on 10.12.2014 and PRM/ 134 / 5 / 2016 / 575 dated 20.10.2016 authorized on 08.11.2016 for the construction of residential units and commercial shops on the Project Land;

AND WHEREAS the Allottee herein has agreed to acquire and therefore approached the Promoter to allot to them the residential premises being Apartment No. ____ ad measuring approximately ____ square meters (carpet area) being ____ square meters (built-up area) on the ____ Floor constructed on the said land together with proportionate undivided share in the Project Land and together with the right to use store room and common amenities in the scheme, more particularly described in the SCHEDULE-II hereunder written (hereinafter referred to as "the said Unit" or "the said Apartment");

AND WHEREAS the Promoter assures, represents and warrants the Allottee that it shall register the said Scheme / Project under the provisions of The Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said RERA Act");

AND WHEREAS by virtue of the Development Agreement, the Developer has sole and exclusive right to sell the Flats in the said Building/s to be constructed by the Promoter on the Project Land and to enter into Agreement/s with the Allottee of the Apartments and to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Allottee, the Developer has given inspection to the Allottee of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the said RERA Act and the Rules and Regulations made thereunder and the Allottee is satisfied in respect of the same;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of the revenue records or any other relevant revenue record showing the nature of the title of the Land Owners and / or Promoter to the Project Land on which the Apartments are constructed or are to be constructed have also been inspected by the Allottee and is satisfied in respect of the same;

AND WHEREAS the authenticated copies of the plans of the layout as approved by the concerned Local Authority has been inspected by the Allottee;

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the Buildings and open spaces are proposed to be provided for on the said Project has also been inspected by the Allottee;

AND WHEREAS the authenticated copies of the plans and specifications on the Apartment agreed to be purchased by the Allottee has been annexed and marked as "ANNEXURE – A";

AND WHEREAS the Promoter has 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 Certification 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 Promoter 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 Promoter has accordingly commenced construction of the said Building/s in accordance with the said proposed plans;

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No. _____admeasuring approximately _____ square meters(carpet area) being _____ square meters(built-up area) on the _____ Floorof the said Project;

AND WHEREAS the carpet area of the said Apartment is _____square metersand "carpet area" means the net usable floor area 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;

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 Allottee has paid to the Promoter a sum of Rs._____,000/- (Rupees _____ Only), being part payment of

the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Land Owner and the Promoter doth hereby admits and acknowledges) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;

AND WHEREAS under Section 13 of the said Act, the Promoter is required to execute a written Agreement for Sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908;

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Apartment.

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

1. The Promoter shall construct the said Building/s consisting of basements/ ground / stilt / podiums / upper floors 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 Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

2. The Prospective Purchaser has agreed to pay to the Developer for purchase of the said Apartment a total consideration of Rs.____,000/- (Rupees ____ Only) (hereinafter referred to as the “sale consideration”) towards land, construction contribution and/or development cost only in the manner as appearing hereinbelow:-

(a) Out of the sale consideration, the Prospective Purchaser has paid to the Developer as part consideration amount a sum of Rs.____,000/- (Rupees ____ Only) (receipt whereof the Developer doth hereby admits and acknowledges) details of payment made as below:

DATE	AMOUNT (Rs.)	CHEQUE NO. / RTGS / NEFT	BANK- BRANCH

(b) Rs.____,000/- (Rupees ____ Only) being the balance sale consideration, to be paid by the Prospective Purchaser within ____ Months from date hereof.

(c) The total price as stated above excludes taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, 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 Promoter) up to the date of handing over the possession of the said Apartment, which shall be separately

payable by the Allottee in the manner as may be decided by the Promoter.

- (d) The total price is escalation free, save and except escalations/increases, due to the 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 Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter 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 Allottee, which shall only be applicable on subsequent payments.
- (e) The Promoter may allow, at its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments for the period by which, the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- (f) The Promoter shall confirm the final carpet area that has been allotted to the Allottee 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 Promoter. If there is any reduction in the carpet area within the defined limit, then the Promoter shall refund the excess money paid by the Allottee within forty-five days with annual interest as mutually agreed between the Parties when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to the Allottee, the Promoter shall demand additional amount from the Allottee as and when deemed fit by the Promoter. All these monetary adjustments shall be made at the same rate per square metre as agreed in Clause 1(a) of this Agreement.

- (g) The Allottee authorizes the Promoter 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 Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

- 3. (a) The Promoter 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 Apartment to the Allottee, obtain from the concerned local authority Occupancy and/or Completion Certificate in respect of the Apartment.

(b) Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project and handing over the said Apartment to the Allottee and the common areas to the association of the Allottees after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be.

Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the provisions of this Agreement for Sale as and when demanded by the Promoter.

4. The Promoter hereby declares that the Promoter has planned to utilize the available Floor Space Index ("FSI") on the Project Land under the provisions of 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 Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Promoter by utilizing the available FSI and on the understanding that any future available FSI shall belong to Promoter only.

5. (a) If the Promoter fails to abide by the time schedule for completing the Project and handing over the said Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the Project, interest at the rate of 18% per annum, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest at the rate of 18% (Eighteen Percent) per annum, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoter.

(b) Without prejudice to the right of Promoter to charge interest in terms of sub clause 4 (a) above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share or taxes levied by concerned local authority and other outgoings) and on the Allottee committing three (3) defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

PROVIDED that, Promoter shall give notice of fifteen (15) days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, 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 Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

PROVIDED further that, upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

6. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with brand, or price range to be provided by the Promoter at his/her/its option in the said Building and the Apartment as are set out in ANNEXURE-“B”annexed hereto.
7. The Promoter shall give possession of the Apartment to the Allottee within _____ Months. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may be

mentioned in the clause 4(a) hereinabove from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

8. PROVIDED that the Promoter shall be entitled to reasonable extension for giving delivery of Apartment on the aforesaid date, if the completion of Building in which the Apartment is to be situated is delayed on account of

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- (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.

8.1 Procedure for taking possession:-

The promoter upon obtaining the Occupancy Certificate from the competent authority and the payment made by the Allottee as per the Agreement shall offer in writing the possession of the said Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the said Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or Association of Allottees, as the case

may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 (Seven) days of receiving the Occupancy Certificate of the Project.

8.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the Promoter to the Allottee intimating that the said Apartments are ready for use and occupancy.

8.3 Failure of Allottee to take Possession of the said Apartment:-

Upon receiving a written intimation from the Promoter as per Clause 8.1, the Allottee shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

8.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the Building in which the Apartment are situated or any

defects on account of workmanship, quality or provision of service, then, wherever possible, such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided that the Promoter shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Promoter or beyond the control of the Promoter.

9. The Allottee shall use the said Apartment or any part thereof or permit the same to be used only for purpose of residence and not for carrying on any industry or business or commercial activity. He shall use the garage or parking space only for purpose of keeping or parking vehicle.
10. The Allottee along with other allottee of Apartment 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 Promoter 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 Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee, 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.

10.1 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee 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, chowkidars and another expenses necessary and incidental to the management and maintenance of the Project Land and Building/s. Until the Society or Limited Company is formed, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the same is transferred to the

Society or the Association of the Limited Company as aforesaid.

11. Over and above, the amounts mentioned in the Agreement to be paid by the Allottee, the Allottee shall on or before delivery of possession of the said premises shall pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter and which are not covered in any other provisions of this Agreement.
12. The Allottee shall pay to the Promoter the amounts for meeting all legal costs, charges and expenses, including professional costs of the attorney-at-law/advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations, and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
13. At the time of registration of conveyance or Lease of the structure of the Building or Wing of the Building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease 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 or Lease of the Project Land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges

payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

14. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:-

The Promoter hereby represents and warrants to the Allottee as follows:-

- (i) The Promoter 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 Promoter 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 except those disclosed in the Title Report;
- (iv) There are no litigations pending before any Court of Law with respect to the Project Land or Project except those disclosed in the Title Report;

- (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 Promoter 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 Promoter 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 Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or part with respect to the Project Land, including the Project and the said Apartment which will, in any manner, after the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

- (ix) At the time of execution of the conveyance deed of the structure to the Association of Allottees, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- (x) The Promoter 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 Promoter in respect of the Project Land and/or the Project except those disclosed in the Title Report.

15. The Allottee/s or himself/themselves with intention to bring all persons into whatsoever hands the Apartment may come, hereby covenants with the Promoter as follows:

- (i) To maintain the Apartment at the Allottee's 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 ;

- (ii) 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 or negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach;
- (iii) To carry out at his own cost 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 Promoter to the Allottee 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 Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;

- (iv) 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 appurtenance 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 parts or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company ;
- (v) 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 ;

- (vi) 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 ;
- (vii) Pay to the Promoter within fifteen days of demand by the Promoter, 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 Apartment is situated including the out of pocket expenses;
- (viii) 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 Apartment by the Allottee for any purposes other than for purpose for which it is sold;
- (ix) The Allottee 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 Allottee to the Promoter under this Agreement are fully paid up;
- (x) The Allottee 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 Apartments 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 Allottee 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 Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;

- (xi) The Allottee shall permit the Promoter 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;
- (xii) The Allottee shall permit the Promoter 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.

16. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee 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 outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

17. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircase, terraces recreation spaces, will remain the property of the Promoter until the same is transferred as hereinbefore mentioned.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:-

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the said Apartment 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 Allottee who has taken or agreed to take such Apartment.

19. BINDING EFFECT :-

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated by the Promoter within 30 (Thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (Thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

20. 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.

21. RIGHT TO AMEND:-

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

22. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES:-

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

23. 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 at the time of execution of this Agreement.

24. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:-

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

25. 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 for any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

26. PLACE OF EXECUTION:-

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Ahmedabad after the Agreement is duly executed by the Allottee and the Promoter 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 Ahmedabad, Gujarat.

27. The Allottee and/or Promoter shall present this Agreement as well as the Deed of Conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

28. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D. and notified email ID/Under Certificate of Posting at their respective addresses specified hereinabove.

It shall be the duty of the Allottee and the Promoter 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 Promoter or the Allottee, as the case may be.

29. JOINT ALLOTTEES:-

That in case there are Joint Allottees, all communications shall be sent by the Promoter to the Allottee 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 Allottees.

30. STAMP DUTY AND REGISTRATION:-

The charges towards Stamp Duty and Registration of this Agreement shall be borne by the Allottee.

31. 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 Ahmedabad Courts will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF Parties here-in-above 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

All that piece and parcel of non-agricultural lands situate, lying and being at Mouje: Bopal in Taluka: Daskroi District: Ahmedabad bearing Block No. 519A, Block No. 520 and Block No. 522 comprised in the Town Planning Scheme No. 3 (Bopal) being Final Plot No. 185 admeasuring 15782 square meters, the said land is bounded as follows:-

East :	24-00 meters wide T. P. Road
West :	9-00 meters wide T. P. Road
North :	9-00 meters wide T. P. Road
South :	F. P. No. 182 and 183

SCHEDULE-II

All that residential premises being Apartment No. _____ admeasuring approximately _____ square meters (carpet area) being _____ square meters(built-up area) on the _____ Floor constructed on the said land together with proportionate undivided share in the said land and together with right to use common amenities in the scheme known as "AARYAN GLORIA" being constructed on the non-agricultural land described in the Schedule-I which is bounded as follows:

East :
West :
North :
South :

SIGNED& DELIVERED BY
THE WITHINNAMED
(THE LAND OWNERS)
(1)AMBARAMASHABHAI,
(2)SHAKRABHAIASHABHAI,
(3)CHANDUBHAIASHABHAI,
(4)SUSHILABENWD/O RATILALASHABHAI,
(5)VIJAY RATILAL,and
(6)RAKESH RATILAL
Through their Power of Attorney holder
ARYAN INFRA-BUILD PVT. LTD.
Represented by its authorized Director
ASHOKBHAIDEVJIBHAI PATEL _____

SIGNED, SEALED & DELIVERED BY
THE WITHINNAMED
(THE PROMOTER)
ARYAN INFRA-BUILD PVT. LTD.
Represented by its authorized Director
ASHOKBHAIDEVJIBHAI PATEL _____

In the presence of:

1. _____

2. _____

SIGNATURE, PHOTOGRAPH & THUMB IMPRESSION OF
THE LAND OWNERS

<u>NAME & SIGNATURE</u>	<u>PHOTOGRAPH</u>	<u>THUMB IMPRESSION</u>
(THE LAND OWNERS) Through their Power of Attorney holderARYAN INFRA-BUILD PVT. LTD. represented by its authorized Director ASHOKBHAIDEVJIBHAI PATEL		

SIGNATURE, PHOTOGRAPH & THUMB IMPRESSION OF
THE PROMOTER

<u>NAME & SIGNATURE</u>	<u>PHOTOGRAPH</u>	<u>THUMB IMPRESSION</u>
(THE DEVELOPER) ARYAN INFRA-BUILD PVT. LTD. represented by its authorized Director ASHOKBHAIDEVJIBHAI PATEL		

SIGNATURE, PHOTOGRAPH & THUMB IMPRESSION OF
THE PROSPECTIVE PURCHASER

<u>NAME & SIGNATURE</u>	<u>PHOTOGRAPH</u>	<u>THUMB IMPRESSION</u>
(THE PROSPECTIVE PURCHASER)		

ANNEXURE-'A'

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority).

ANNEXURE-'B'

(Specification and amenities for the Apartment)

Received of and from the Allottee for the sale consideration mentioned hereinabove on execution of this Agreement towards Earnest Money Deposit or application fee I say received.

(THE PROMOTER)

ARYAN INFRA-BUILD PVT. LTD.

Represented by its authorized Director

ASHOKBHAIDEVJIBHAI PATEL _____

DATED THIS _____TH DAY OF _____ 2015

AMBARAMASHABHAI & OTHERS
.... The Land Owners

AND

ARYAN INFRA-BUILD PRIVATE LIMITED
.... The Developer

AND

.... The Prospective Purchaser

AGREEMENT FOR SALE

PROPERTY DETAILS
Unit No. _____,
_____ Floor
“AARYAN GLORIA”
