

AGREEMENT FOR SALE **(Without Possession)**

THIS AGREEMENT FOR SALE is made and executed at Ahmedabad on this _____ day of _____, 2019.

BETWEEN

M/S LALAN PROPERTIES, A Partnership firm having its address at 505, Ashwamegh Elegance-2, Near Ambawadi Circle, Ambawadi, Ahmedabad, hereinafter referred to as the “Vendor” and/or “Firm” (which expression shall, unless it be repugnant to the context or the meaning thereof, be deemed to mean and include its present and future partners and their heirs, executors, successors, administrators, legal representatives and permitted assigns etc.) of the FIRST PART;

P. A. No. : AAHFL 5735 E

AND

P. A. No. : _____

Aadhaar Card No. _____

Adult, Indian Inhabitant, having address at

_____.

Hereinafter referred to as the "PURCHASER" (Which expression shall unless repugnant to the context and meaning thereof shall mean and include his/her/their/its heirs, legal representatives, executors, successors and assigns) of the SECOND PART.

The Vendor and Purchaser are hereinafter individually referred to as the ‘Party’ and collectively referred to as the ‘Parties’.]

WHEREAS-

- (A) The Vendor is seized and possessed of or otherwise well sufficiently entitled to all that piece and parcel of Non-Agriculture land bearing Sub-plot No. 1 admeasuring about 561 Sq.Mtrs. and Sub-Plot No. 8 admeasuring about 910 Sq.Mtrs. of Final Plot No. 388 and Sub-Plot No. 2 admeasuring about 555-77 Sq.Mtrs. of Final Plot No. 388 paiki of T. P. Scheme No. 21 (Ambawadi), situated, lying and being within the village

limits of Paldi, Taluka : Sabarmati in the Registration Sub-District of Ahmedabad-4 (Paldi) and District : Ahmedabad (For the sake of convenience hereinafter referred to as the "Said Land").

- (B) The Vendor has purchased the land of Sub-Plot No. 1 and 8 from Sudhir Indravadan Nanavati and Devang Sudhir Nanavati by sale deed registered in the office of the Sub-Registrar of Assurances under Serial No. 8415 dated 4-7-2018 and entry to that effect was mutated in the revenue record vide Mutation Entry No. 16959 dated 9-7-2018, which was certified by the competent authority.
- (C) The Vendor has purchased the land of Sub-Plot No. 2 from Sureshkumar Shantilal Jain by sale deed registered in the office of the Sub-Registrar of Assurances under Serial No. 13599 dated 25-10-2018 and entry to that effect was mutated in the revenue record vide Mutation Entry No. 16959 dated 9-7-2018, which was certified by the competent authority.
- (D) The plans of the said scheme were produced before Ahmedabad Municipal Corporation and the Ahmedabad Municipal Corporation has in Case No. BLNTI/WZ/191218/CGDCRV/ A1052/ R0/M1 has sanctioned the plan of the said scheme and also Ahmedabad Municipal Corporation has issued Commencement Letter for construction vide Rajachitthi No. 01744/191218/A1052/R0/M1 dated 3-5-2019 and granted Development Permission.
- (E) The Vendor has initiated the construction in the land of Final Plot as per the approved plan and Development permission. The Vendor has floated a scheme known as "ASHWAMEGH ELEGANCE-3" on the said land as per the approved plan and permissions (hereinafter referred to as the "Said Scheme") on the "Said Land".
- (F) The said scheme has been registered under the Real Estate (Regulation and Development) Act, 2016 and under the rules of the Gujarat Real Estate (Regulation and Development) (General) Rules, 2017 under Acknowledgement No. PR/GJ/AHMEDABAD/AHMEDABADCITY/AUDA/CAA0562 4/280619 dated 28/06/2019.
- (G) The Party of the Second Part has visited the said scheme and has shown his/her/their/its willingness to purchase Showroom/Office/Flat No. _____ having

Carpet Area ("Carpet Area" means the net usable floor area of an Property, 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 Property) admeasuring about _____ sq.mtrs situated on _____ Floor of the said Scheme along with (i) Wash Area Balcony admeasuring _____ sq.mtrs.. (ii) Balcony admeasuring about _____ sq.mtrs.. (iii) _____ covered/open car parking spaces (_____ Car Parking space marked with Showroom/Office No. _____) in the scheme known as "_____" (for the sake of convenience hereinafter referred to as the "Said Property") from the "Said Firm" for the negotiated price of Rs. _____ =00 Rupees
Only.

- (H) The Parties herein hereby agrees to obey the following terms and conditions mentioned in this Agreement for Sale and also agrees to obey the Rules and Regulations / Laws enacted and framed from time to time by the Government and Competent Authority.
- (I) The Vendor has provided the copies of Approved Lay-Out Plan, Key-Plan, Building Plan, Elevation Plan, Section Plan etc., N.A. permission, Sale Deed, 7/12 Extracts, all Mutation Entries No. 6, necessary orders/permissions, Loan Papers, Receipts of the Land Revenue, Title Clearance Certificate / Search Report etc. to the Party of the Second Part and after getting it verified through the Advocate / Solicitor / Legal Expert and after being satisfied with the same the Party of the Second Part has agreed to purchase the Said Property from the Vendor and the vendor will handover all the original documents as mentioned above to the Service Society after execution of the deed of Conveyance of all the members. The vendor will execute all necessary document for handing over possession of the common areas in favour of service society / maintenance body as and when required at the cost of the purchaser and the purchaser will have to pay the proportionate expenses required for the same, without any hitch or hindrance to the service society.

The Vendor has given all the information regarding the Architect, Structural Engineer, Contractors, Consultants, Engineers etc. engaged with the construction of the said scheme. The Purchaser has scrutinized the construction of the said property and

- (2) The Vendor assures and declares unto the Purchaser that the said property was purchased out of the funds of Vendor and hence except the Vendor nobody else is having right, title, share, claim and interest and prior to the conveyance of the said Property, the Vendor has not sold, transferred, assigned, mortgaged or gifted the said property or any part thereof to anybody else and that there is no any order passed by any court of law restraining the Vendor from being sale, transfer, assign, mortgage of the said property to anybody else and that there are no legal proceedings standing or held on the said property by any court or authority nor any such order is issued or served by any court or authority and that the said property is not under any acquisition, requisition or reservation and that our titles to the said property are absolutely clear, marketable and saleable.
- (3) The Vendor has initiated the construction as per the plans approved from the competent authority and will complete the construction as per the approved plan and will obtain the Building Use Permission and will hand over the possession of the common areas.
- (4) The vendor will have to complete the construction of the said scheme as per the approved plan till _____ and will have to obtain B.U.Permission / completion certificate and will hand over the possession of the common areas.
- (5) The information regarding the flooring, sanitary fittings, lifts etc. to be used in the said scheme has been annexed herewith as “Annexure A” and the Vendor will have to use the same materials / products in the said scheme. In case of any crisis in the supply of the same materials the Vendor may use the same quality or the superior quality of the other company.
- (6) In Future, if the vendor have to do the alteration in the construction as per the laws enacted by the Government and if it hinders the booked units/property of the Purchaser then the Vendor will intimate to the purchaser about such alteration and will get the written consent of the Purchaser and then after will alter the construction as per the rules and regulation of the Government.
- (7) The Party of the Second Part has paid the following amount towards booking and completed construction work to the Vendor as per the details mentioned below:

Amount Rs.	Cheque No.	Name of Bank

The Vendor hereby acknowledges the receipt of the same and admits that the said amount shall be adjusted against the total consideration at the time of execution of Sale Deed.

The Balance consideration in respect of the Said Property shall be payable by the Party of the Second Part as per the payment slab mentioned below or within 7 days after the demand made by the vendor after the completion below level of construction whichever is late:-

The Allottee 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 Promoter the balance amount of Rs(Rupees) in the following manner :-

- i. Amount of Rs...../- (.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.
- ii. Amount of Rs...../- (.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
- iii. Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- iv. Amount of Rs...../- (.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- vi. Amount of Rs...../- (.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on

completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

- vii. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter 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 Apartment is located.
 - viii. Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.
- (8) The Vendor hereby declares that the Floor Space Index available as on date in respect of the said land is 3663.20 square meters only and Vendor has planned to utilize Floor Space Index of 5494.80 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 scheme. The Vendor has disclosed the Floor Space Index of 5494.60 as proposed to be utilized on the said land in the said scheme and purchaser has agreed to purchase the said Property based on the proposed construction and sale of Property to be carried out by the Vendor by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendor only, It is agreed by and between the parties that in future, If the vendor shall revise the plans of the said building in future and if there is any increase in Floor Space Index then the same shall belong to Vendor only.
- (9) REPRESENTATION AND WARRANTIES OF THE VENDOR:
- (i) The Vendor has clear and marketable title with respect to the said land; as declared in the title report and has the requisite rights to carry out development upon the said land and also has

actual, physical and legal possession of the said land for the implementation of the said scheme;

- (ii) The Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the said scheme and shall obtain requisite approvals from time to time to complete the development of the project;
- (iii) There are no encumbrances upon the said land or the said scheme except those disclosed in the title report;
- (iv) There are no litigations pending before any Court of law with respect to the said land or said scheme except those disclosed in the title report;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the said scheme, said 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 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 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 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 said land, including the said scheme and the said property which will, in any manner, affect the rights of Purchaser under this Agreement;
- (viii) The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said property to the purchaser in the manner contemplated in this Agreement;
- (ix) 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.

- (10) The Purchaser will not store in the said property any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said property is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said property is situated, including entrances of the building in which the said property is situated and in case any damage is caused to the building in which the Said Property is situated or the Said Property on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of this breach.
- (11) The Purchaser will not store or throw dirt or litter in the surrounding of the said property. To avoid the quarrel in future between the members of the said scheme the facility of marked parking is given in the said scheme at the request of the members of the said scheme and members have to park their vehicles in the given marked parking space only. The Visitors of the Office/Showroom holders will have to park their vehicles in the open space available in front of the Office/Showroom and they have to park their vehicles in such a manner that it will not hitch or trouble the Office/Showroom holder.
- (12) The Purchaser shall take possession of the said property within 15 days of the written notice from the Vendor to the Purchaser intimating that the said property is ready for use and occupancy and if the purchaser fails to take the possession within 15 days of the written notice then the purchaser agrees to pay his/her/their/its proportionate maintenance expenses, security deposit in connection with the electricity, water connection in the said property and also to pay the escalation, if any.
- (13) The purchaser cannot give the said property on lease, sub-lease, rent, leave and license or in any manner for his/her/their/its personal benefit till the total sale consideration of the said property is completed.

- (14) The Purchaser shall pay a sum of Rs. _____=00 for meeting all legal costs, charges and expenses, including professional costs to the Attorney-at-Law/Advocates and the Purchaser will automatically become the member of the maintenance body upon the execution of the Deed of Conveyance in favour of the Purchaser.
- (15) The Vendor upon obtaining the occupancy certificate from the competent authority will intimate the purchaser to pay the remaining amount towards the said property within 15 days of such intimation and the Vendor will handover the Original Sale Deed to the Purchaser for paying stamp duty and furnishing all documents required for registration of Deed Of Conveyance. The purchaser will have to furnish all documents to the Vendor and after fulfillment of the said term from the purchaser if the vendor fails to execute Deed of Conveyance then the Vendor agrees to pay the interest of 9% SBI MCLR + 2% per annum on the amount advanced to the vendor by the purchaser. The Purchaser agrees to pay to the Vendor, interest at the rate of 9% SBI MCLR + 2% per annum, on all the delayed payment which become due and payable by the Purchaser to the Vendor under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Vendor. The Purchaser agree(s) to pay the maintenance charges as determined by the Vendor or association of Purchasers, as the case may be.
- (16) If the Promoter fails to abide by the time schedule for completing the project and handing over the Unit 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 SBI MCLR + 2% 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 SBI MCLR + 2% 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(s) to the Promoter

In any case after the completion of the said scheme if there is any delay in obtaining B.U.Permission / Completion Certificate and if the said property is ready to use and the purchaser insist the vendor to execute the deed of conveyance in their favour for acquiring

loan, for collecting cash credit, for acquiring Mortgage loan, for take benefit of capital gain tax etc. on the said property. The purchaser will have to pay remaining consideration amount to the vendor and the vendor have to execute Registered deed of conveyance in the favour of purchaser.

After the receiving written notice from the Vendor to the Purchaser intimating that the said property is ready for use and occupancy , the purchaser have to execute the deed of conveyance in their favour after executing Indemnity Bond and after giving Under-taking in respect of the said property and if the purchaser fails to take the possession or deny to take possession of the said property in that case the liability to pay maintenance amount will be solely on the purchaser.

- (17) Without prejudice to the right of Vendor to charge interest in terms of sub clause above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Vendor under this Agreement (including his/her/their/its proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of installments, the Vendor shall at its own option, may terminate this Agreement and the purchaser will not be allowed to create any dispute, litigation, court case etc. against the vendor and if, so raised then it will be considered as null and void by these presents.
- (18) The vendor 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, or its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Vendor within the period of notice then at the end of such notice period, Vendor shall be entitled to terminate this Agreement ex-parte.
- (19) Provided further that upon termination of this Agreement as aforesaid, the Vendor shall refund to the Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Vendor) within a period of Ninety days of the termination, the installments of sale

consideration of the said property which may till then have been paid by the Purchaser to the Vendor.

- (20) The Vendor shall give possession of the property to the purchaser on or before 31/07/2021. If the Vendor fails or neglects to give possession of the Property to the Purchaser on account of reasons beyond the control the vendor and of its agents by the aforesaid date then the Vendor shall be liable on demand to refund to the Purchaser the amounts already received in respect of the Property with interest at the same rate as may be mentioned in the clause above herein above from the date the Vendor received the sum till the date the amounts and interest thereon is repaid.
- (21) The Vendor shall be entitled to reasonable extension of time for giving delivery of said property on the aforesaid date, if the completion of building in which the said property is 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.
- (22) The Vendor, upon obtaining the occupancy certificate from the competent authority will intimate the purchaser within 15 days to make the payment of the remaining consideration amount and take the possession of the said property. If the Purchaser make any default in taking the possession then he has to pay his proportionate expenses required at that time without any hitch or hindrance.
- (23) 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 Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate of SBI MCLR + 2%, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee 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 of this Agreement.

- (24) If within a period of five years from the date of handing over the Said Property to the Purchaser, the Purchaser brings to the notice of the Vendor any structural defect in the Said Property or the building in which the Said Property are situated or any defects on account of workmanship, quality or provision of service, then, whenever possible such defects shall be rectified by the Vendor at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Vendor, compensation for such defect in the manner as provided under the Act. Provided that the Vendor shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Vendor or beyond the control of the Vendor. The Vendor shall also not be held liable if any defects occur due to the negligence of the purchaser such as drilling done for the workmanship of POP, furniture, fittings occurring in the damage of joints, beam, structure etc..
- (25) The possession of the said property will be handed over to the purchaser upon the receipt of B.U Permission/Occupancy Certificate and upon receipt of full and final consideration at the time of Sale Deed.
- (26) The Period of this Agreement has been fixed upto _____.
- (27) If the Purchaser has paid the total consideration amount and the vendor does not execute the sale deed in favour of the purchaser then purchaser shall have right to require specific performance by the Vendor of this agreement.
- (28) The Purchaser will have to compulsorily become the member and obey the rules and regulations of the maintenance body to be formed in future. The purchaser will have to pay the amount of maintenance deposit, without any objection, to be collected by the maintenance body, in future.
- (29) The Purchaser cannot transfer the said property to anybody on the basis of this Agreement for Sale.

- (30) The Purchaser will not create any charge, lien, mortgage on the said property after signing this Agreement for Sale and if in any circumstances the purchaser create any charge, lien, mortgage on the said property on the basis of this Agreement for Sale then it will be null and void by these presents and it will not affect the rights, interest of vendor under this Agreement.**
- (31) After the Promoter executes this Agreement he shall not mortgage or create a charge on the Unit 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 Unit.**
- (32) The members have to use the marked parking space as provided by the vendor in the common area for parking purpose only and remaining common area has to be kept open to sky forever and the members will not do any changes in the common area of the said scheme.**
- (33) The vendor will have to pay the local authority taxes such as revenue, taxes, cesses etc. up to the date of execution of sale deed / date of Building use permission / Occupancy certificate (whichever is earlier) and after the execution of sale deed / date of Building use permission / Occupancy certificate (whichever is earlier), the purchaser will have to pay the same.**
- (34) That, Upon the execution of the sale deed in favour of the purchaser by the vendor, the Purchaser will use all the common areas, common amenities with peace and harmony will all other members of the said scheme and without creating any hindrance and dispute. The total consideration price excludes the amount payable to the Gujarat Electricity Board, Corporation Expenses, Maintenance, Stamp Duty, Registration Fees, Goods and Service Tax or any other Governmental or Semi-Governmental Expenses.**
- (35) The Purchaser/s are not entitled to make any change in interior/exterior elevation, exterior colour scheme of the said scheme. The Purchaser/s shall not be entitled to make any change/alteration in internal/external structure of the Said Property.**
- (36) If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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.

- (37) This Agreement for sale is to be read and understood and may be amended in future 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 and may be modified accordingly.
- (38) In case of any dispute arising out of the terms and conditions of this Agreement for Sale and interpretation of any of the clauses then the parties herein shall not resort to the court to of law but shall amicably resolve such matters through arbitration procedures by appointing one arbitrator of each part and one arbitrator appointed by such two arbitrators of Vendor and Purchaser and the decision of such arbitrator/s shall be final and binding to the parties herein.
- (39) 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.
- (40) That all notices to be served on the Purchaser and the Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Vendor by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Purchaser

Name : -
Address :-
Email ID :-

Vendor

Name: -
Address :-
Email ID :-

#16#

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

- (41) Any dispute between parties shall be settled amicably. In case of failure to settle 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.
- (42) Any dispute between parties shall be settled amicably.
- (43) In Case of more than One Purchaser the communication will be done in the name of First Purchaser and will be considered to be received by all the purchasers.
- (44) The out of pocket expenses, costs, and charges of and incidental to this agreement such as Stamp Duty, Registration Fee, Advocate/Solicitor Fees, Typing Expenses, Misc. Expenses etc. shall be borne by the party of the SECOND PART Only.

SCHEDULE ABOVE REFERRED TO

(Description of the said Immovable Property)

All That Immovable Property being Showroom/Office No. _____ having Carpet Area ("Carpet Area" means the net usable floor area of an Property, 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 Property) admeasuring about. _____ sq.mtrs situated on _____ Floor of the said Scheme along with (i) Wash Area Balcony admeasuring _____ sq.mtrs.. (ii) Balcony admeasuring about _____ sq.mtrs.. (iii) _____ covered/open car parking spaces (_____ Car Parking space marked with Showroom/Office No. _____) in the scheme known as

#17#

“ASHWAMEGH ELEGANCE-3” constructed on the Non-Agriculture land bearing Sub-plot No. 1 admeasuring about 561 Sq.Mtrs. and Sub-Plot No. 8 admeasuring about 910 Sq.Mtrs. of Final Plot No. 388 and Sub-Plot No. 2 admeasuring about 555-77 Sq.Mtrs. of Final Plot No. 388 paiki of T. P. Scheme No. 21 (Ambawadi), situated, lying and being within the village limits of Paldi, Taluka : Sabarmati in the Registration Sub-District of Ahmedabad-4 (Paldi) and District : Ahmedabad.

The said scheme is bounded as follows :-

On or towards East : by
On or towards West : by
On or towards North : by
On or towards South : by

IN WITNESS WHEREOF the “Said Firm” hereto through its authorized Partner has hereunto executed this Agreement on the Day Month and year herein above written.

SIGNED AND DELIVERED BY THE
PARTY OF THE FIRST PART :-

M/S LALAN PROPERTIES

through its Partner –

In the presence of following
two Witness :-

(1) _____

(2) _____

#18#

Floor Plan

#19#

:-Annexure-A:-

#20#

SCHEDULE AS PER SECTION 32(A) OF THE REGISTRATION ACT

Signature, photo & thumb impression of the within named Vendor-

Signature, photo & thumb impression of the within named Purchaser/s-

#21#

DEED OF CONVEYANCE

FOR RS. _____=00

THIS DEED OF CONVEYANCE made at Ahmedabad on this day of, 2019.

BETWEEN

M/S LALAN PROPERTIES, A Partnership firm having its address at 505, Ashwamegh Elegance-2, Near Ambawadi Circle, Ambawadi, Ahmedabad, hereinafter referred to as the “Vendor” and/or “Firm” (which expression shall, unless it be repugnant to the context or the meaning thereof, be deemed to mean and include its present and future partners and their heirs, executors, successors, administrators, legal representatives and permitted assigns etc.) of the **FIRST PART**;

P. A. No. : AAHFL 5735 E

AND

P. A. No. : _____

Aadhaar Card No. _____

Adult, Indian Inhabitant, having address at

_____.

(As purchaser of _____ No. _____)

(As member of The _____ Co.
Operative Service Society Limited with _____ Sq.
Mtrs. of Undivided share in land of Final Plot No. 106/1
together with the rights to use the common facilities and
common amenities of _____ Scheme)

Hereinafter referred to as the “PURCHASER” (Which expression shall unless repugnant to the context and meaning thereof shall mean and include his/her/their/its

heirs, legal representatives, executors, successors and assigns) of the SECOND PART.

The Vendor and Purchaser are hereinafter individually referred to as the 'Party' and collectively referred to as the 'Parties'.

WHEREAS-

- [1] The Vendor is seized and possessed of or otherwise well sufficiently entitled to all that piece and parcel of Non-Agriculture land bearing Sub-plot No. 1 admeasuring about 561 Sq.Mtrs. and Sub-Plot No. 8 admeasuring about 910 Sq.Mtrs. of Final Plot No. 388 and Sub-Plot No. 2 admeasuring about 555-77 Sq.Mtrs. of Final Plot No. 388 paiki of T. P. Scheme No. 21 (Ambawadi), situated, lying and being within the village limits of Paldi, Taluka : Sabarmati in the Registration Sub-District of Ahmedabad-4 (Paldi) and District : Ahmedabad (For the sake of convenience hereinafter referred to as the "Said Land").
- [2] The Vendor has purchased the Land of Sub-Plot No. 1 and 8 from Sudhir Indravadan Nanavati and Devang Sudhir Nanavati by sale deed registered in the office of the Sub-Registrar of Assurances under Serial No. 8415 dated 4-7-2018 and entry to that effect was mutated in the revenue record vide Mutation Entry No. 16959 dated 9-7-2018, which was certified by the competent authority.
- [3] The Vendor has purchased the Land of Sub-Plot No. 2 from Sureshkumar Shantilal Jain by sale deed registered in the office of the Sub-Registrar of Assurances under Serial No. 13599 dated 25-10-2018 and entry to that effect was mutated in the revenue record vide Mutation Entry No. 16959 dated 9-7-2018, which was certified by the competent authority.

- [4] The plans of the said scheme were produced before Ahmedabad Municipal Corporation and the Ahmedabad Municipal Corporation has in Case No. BLNTI/WZ/191218/CGDCRV/ A1052/R0/M1 has sanctioned the plan of the said scheme and also Ahmedabad Municipal Corporation has issued Commencement Letter for construction vide Rajachitthi No. 01744/191218/A1052/R0/M1 dated 3-5-2019 and granted Development Permission.
- [5] The Vendor has initiated the construction in the land of Final Plot as per the approved plan and Development permission. The Vendor has floated a scheme known as “ASHWAMEGH ELEGANCE-3” on the said land as per the approved plan and permissions (hereinafter referred to as the “Said Scheme”) on the “Said Land”.
- [6] The said scheme has been registered under the Real Estate (Regulation and Development) Act, 2016 and under the rules of the Gujarat Real Estate (Regulation and Development) (General) Rules, 2017 under Acknowledgement No. PR/GJ/AHMEDABAD/AHMEDABADCITY/AUDA/CAA0 5624/280619 dated 28/06/2019. A copy of Certificate issued by RERA is annexed herewith and marked as Annexure A.
- [7] The Ahmedabad Municipal Corporation has issued B.U. Permission of the said building vide its No. _____ dated _____. A copy of the said B.U. permission issued by AMC is annexed herewith and marked as Annexure B.
- [8] The Party of the Second Part has visited the said scheme and has shown his/her/their/its willingness to purchase Showroom/Office/Flat No. _____ having Carpet Area (“Carpet Area” means the net usable floor area of an Property, 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 Property) admeasuring about. _____ sq.mtrs situated on _____ Floor of the said Scheme along with (i) Wash Area Balcony admeasuring _____ sq.mtrs.. (ii) Balcony admeasuring about _____ sq.mtrs.. (iii) _____ covered/open car parking spaces (_____ Car Parking space marked with Showroom/Office No. _____) in the scheme known as “_____” together with undivided share in the said land admeasuring about _____ sq.mtrs. (the said undivided share in land includes the area of parking) (for the sake of convenience hereinafter referred to as the “Said Property”) from the “Said Firm” for the negotiated price of Rs. _____=00 Rupees _____ Only.

- [9] The Vendor has provided the copies of Approved Lay-Out Plan, Key-Plan, Building Plan, Elevation Plan, Section Plan etc., N.A. permission, Sale Deed, 7/12 Extracts, all Mutation Entries No. 6, necessary orders/permissions, Loan Papers, Receipts of the Land Revenue, Title Clearance Certificate / Search Report etc. to the Party of the Second Part and after getting it verified through the Advocate / Solicitor / Legal Expert and after being satisfied with the same the Party of the Second Part has agreed to purchase the Said Property from the Vendor and the vendor will handover all the original documents as mentioned above to the to the Service Society after execution of the deed of Conveyance of all the members and the vendor will have to execute all necessary document required for common areas at the cost of the purchaser and the purchaser will have to pay the proportionate expenses required for the same, without any hitch or hindrance to the service society.

The Vendor has given all the information regarding the Architect, Structural Engineer, Contractors, Consultants, Engineers etc. engaged with the construction of the said scheme. The Purchaser has scrutinized the construction of the said property and is/are satisfied with the construction and work of the Agencies and does not have any hostility regarding the same. The Purchaser/s himself/herself/ themselves/itself or through their architect-engineer have verified and inspected the materials used in the construction of the said scheme and also have examined the said property and found that the said property is clear and ready for the possession. The Purchaser/s have also got verified the titles of the said 'Said Scheme' / Said Property through their advocates/solicitors and have found the same as clear, marketable and free from all encumbrances and beyond reasonable doubts. Hence the after verifying and getting verified the construction and titles of the said scheme and does not have any doubt regarding the same. The vendor has given all the information regarding the ownership rights of the vendor to the purchaser and after understanding the same the purchaser has purchased the said property from the vendor. The purchaser has got verified and approved this deed of conveyance through their legal expert and after the approval of the purchaser the vendor has executed the this deed of conveyance, hence, the Purchaser/s is not entitled to raise and will not raise any dispute with regard thereto in future and if they so raise then it will be of null and void by these presents. The information regarding the flooring, sanitary fittings, lifts etc. to be used in the said scheme has been annexes herewith as "Annexure C" and the Vendor will have to use the same materials / products in the said scheme. In case of any crisis in the supply of the same materials the Vendor may use the same quality or the superior quality of the other company.

- [10] The Vendor has formed a Service Society namely “_____” which is registered under the provisions of the Gujarat Co-Operative Societies Act-1961 (hereinafter referred to as “the Said Society”) for the management and maintenance of common areas, common amenities and facilities of the said Scheme. The Purchaser will automatically become the member of the _____ Service Society Limited formed for the maintenance of the said Scheme and the Purchaser have given his/her/their/its consent to obey the rules and regulations of the said service society. The Purchaser or owners of the said Property from time to time will have to pay their proportionate share of the maintenance amounts as may be collected towards incidental expenses by the service society and such amounts will have to be deposited with the service society without any objection. If the member fail to pay his/her/their share/contribution of such expenses then the additional maintenance expenses will be done out of the original amounts of maintenance contribution and the purchaser has given his/her/their/its consent that the same is binding and acceptable to the purchaser. Even though, if the purchaser fails to make the payment of such additional expenses then the society will be entitled to disconnect the water supply and drainage line and the purchaser shall not entitled to raise any legal proceedings regarding the same and if so raised will be null and void by these presents and the purchaser has given consent and confirmation that such disconnected services will be entertained only after payment of such pending amounts of maintenance contribution along with interest. The Member have to pay Rs. _____=00 as a Refundable Security Deposit to the Maintenance Body and the Member have to Rs. _____/- per Sq. Ft. in the name of the Service Society. The maintenance expenses will be done

out of the maintenance expenses of Two year collected by the service society of Rs. _____=00 for Two Years from the date of B. U. Permission. If the charges of the maintenance exceeds the amount collected by the service society for maintenance of such extra charges will be spent out of the interest amount received from the deposit collected.

- [11] The Vendor assures and declares unto the Purchaser that the said property was purchased out of the funds of Vendor and hence except the Vendor nobody else is having right, title, share, claim and interest and prior to the conveyance of the said Property.
- [12] The Vendor has not sold, transferred, assigned, mortgaged or gifted the said property or any part thereof to anybody else. That there is no any order passed by any court of law restraining the Vendor from being sale, transfer, assign, mortgage of the said property to anybody else and that there are no legal proceedings standing or held on the said property by any court nor any such order is issued or served by any court and that the said property is not under any acquisition, requisition or reservation and that the titles to the said property are absolutely clear, marketable and saleable.
- [13] In case the building is damaged due to natural calamities then in such circumstances the rights of physical possession and ownership of the said property shall remain in full force with the Purchaser and the Purchaser along with the other premises owners may reconstruct the said property at their cost and the Vendor shall extend full co-operation and shall give necessary consents and confirmations for approval of the plans from the appropriate authorities and shall give necessary signature and witness etc. regarding the same.

- [14] The Promoter shall not have any claim on F.S.I, additional F.S.I and terrace rights after Building Use permission has been obtained, such rights if any will be owned by the “Association of Allottee”
- [15] The Purchaser/s are not entitled to make any change in interior/exterior elevation, exterior colour scheme of the said scheme. The Purchaser/s shall not be entitled to make any change/alteration in internal/external structure of the Said Property and the purchaser shall have not to make any changes in the lines of drainage Connection, Electric Connection and Water Connection and that the Vendor has decided to convey the said property as per the approved drawings and hence the purchaser shall have to use permanently the said property as per the approved drawings meaning thereby the rights is not vested with the purchaser for making any alteration in the said property and however if any change is made by the purchaser, the office bearers of the maintenance body or the rest of the members of the scheme shall put the same original condition at the cost of the purchaser and the loss caused to the other members due to the said reason would be recovered from any of the property of the purchaser. The Purchaser shall have to preserve the said property at his/her/their/its own expenses and the purchaser shall have to follow scrupulously the rules and regulations framed by the maintenance body maintaining the property and if any rule/rules of the society is/are violated by the purchaser or if any amount of the share of the purchaser is not paid, the penalty would be imposed as per the rules of the society and the purchaser has given consent for paying the same and the purchaser has given such undertaking.
- [16] If within a period of five years from the date of handing over the Said Property to the Purchaser, the Purchaser brings to the notice of the Vendor any structural defect in the Said Property or the

building in which the Said Property are situated or any defects on account of workmanship, quality or provision of service, then, whenever possible such defects shall be rectified by the Vendor at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Vendor, compensation for such defect in the manner as provided under the Act. Provided that the Vendor shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Vendor or beyond the control of the Vendor. The Vendor shall also not be held liable if any defects occur due to the negligence of the purchaser such as drilling done for the workmanship of POP, furniture, fittings occurring in the damage of joints, beam, structure etc. The Vendor has informed the Purchaser that the wall of the said property, wall of the properties beside and the rest of the wall are adjoining will with the other properties and are made of single brick and if any masonry work is made for installing Cup-board or such other things may cause damage to the adjoining walls. Such as the Purchaser and owner of the adjoining properties shall have not to perform any act or deed which may cause trouble to one another and they have to use the same in harmonious manner and they have to behave with another with the spirit of Co-operation. However, if the purchaser commits any act without understanding liability, the purchaser shall be held solely responsible for the same.

- [17] That, after execution of these Deed of Conveyance in favour of the purchaser of the said scheme, if any matter as per the Real Estate (Regulation and Development) Act, and under the rules of the Gujarat Real Estate (Regulation and Development) (General) Rules is not mentioned inadvertently in this Deed of Conveyance and when the same is brought into

the notice in future and if any rectification is required to be made, the purchaser shall have to set his/her/their/its hands in the legal documents as suggested by the Vendor without any denial and these Deed of Conveyance shall be read, understood and considered including the said rectification. Thus the said fact has been admitted by the purchaser and hence the Vendor has executed this Deed of Conveyance of the said property in favour of the Purchaser.

[18] After handing over the possession of the said property to the Purchaser if any alteration in the construction of the said property is required to be made due to rules of the local authority or due to provision of law, the Purchaser shall have to make alteration accordingly and the vendor shall not become responsible for the said purpose.

[19] If the Purchasers makes delay or does not observe any conditions and understanding stipulated in this deed of conveyance by the Vendor, in such circumstances it does not construe that the Vendor has waived his rights for which it is entitled from the purchaser. Moreover the right of the Vendor would not be affected adversely due to such delay.

[20] The Purchaser will not store in the said property any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said property is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said property is situated, including entrances of the building in which the said property is situated and in case any damage is caused to the building in which the Said Property is situated or the Said Property on account of negligence or default of the

Purchaser in this behalf, the Purchaser shall be liable for the consequences of this breach.

- [21] During the course of the maintenance done by the vendor if any damages is caused to the common amenities, the repairing work would be entrusted to the concerned agency but if such damage in common amenities is caused by the act of the holder of any property, the holder of the concerned property would be held responsible for the amount incurred for such repairing work.
- [22] The Vendor doth hereby acknowledge the receipt thereof and release and acquit the purchaser from the payment of such amounts subject to realization of cheques.
- [23] The Vendor has executed Agreement for sale in favour of the Purchaser duly registered in the office of the Sub- Registrar of Assurances under Serial No. _____ dated _____ and the terms and conditions mentioned in it shall be binding on both the parties.
- [24] In consideration of the sum of Rs. _____/-
Rupees Only paid by the Purchaser/s to the Vendor as per the details mentioned hereunder:-

Amount Rs.	Cheque No.	Name of Bank

(the receipt whereof is acknowledged and admitted by the Vendor), the Vendor doth hereby grant, sell, assign, convey, transfer, assure and handed over physical, vacant and peaceful possession of the said Property unto the

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Purchaser/s TO HAVE AND TO HOLD all and singular the said property hereby sold, granted, conveyed and assured and intended or expressed so to be with their and every of their rights and appurtenances UNTO AND TO THE USE and benefit of the Purchaser/s forever and SUBJECT to the payment of all rents, taxes, assessments, dues and duties now chargeable upon the same or which may from the date of these presents become payable to the Government of Gujarat or any other Local/Public Body or Bodies in respect thereof.

- [25] The total consideration price of the Said Property is Rs. _____=00 and the same is the net price / consideration of the Said Property. Since the Purchasers have agreed to purchase the Said property after the date of grant of Building Use Permission, the Purchasers have not to pay and/or reimburse to the Vendor any amount towards Goods and Service Tax on this transaction nor they (Purchasers) are required to pay any other similar type of Taxes, levied in connection with the construction of and carrying out the Project.**
- [26] The Vendor hereby declares that the Floor Space Index available as on date in respect of the said land is _____ square meters only and Vendor has 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 scheme. The Vendor has disclosed the Floor Space Index of _____ as proposed to be utilized on the said land in the said scheme and purchaser has agreed to purchase the said Property based on the proposed construction and sale of Property to be carried out by the**

Vendor by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendor only.

[27] The Purchaser has become independent owner, occupier and possessor of the said Property from today onwards and the construction of the said scheme is incomplete and the purchaser is/are entitled to use, occupy, possess, entertain sale, transfer, assign or mortgage or use the said Property as per his/her/their/its own free Will. Whatever found or acquired from the said Property will be of his/her/their/its destiny. The Vendor further indemnify The Purchaser that the Vendor and its present and future office bearers will not raise any objection or interference in the ownership, occupation or possession of the Purchaser and if so raised will be null and void by these presents

[28] The facility of underground and over head water tanks are given in the said Scheme. The labours/persons may go to the terrace for cleaning and repairing of the overhead tank and the workers may approach to the foyer for drainage, light, electric etc. repairing and If the damage is done by the particular party then concerned party will have to repair and reinstate the damaged property at its own cost.

[29] When the members of the said scheme take over the charge of the administration of the said scheme from the vendor and all the members unanimously appoint the office bearers of the Maintenance body, at that time such office bearers shall be liable for obtaining license/renewal of license and maintenance of facility of lift, common light, common sanitation and bore well and other required services.

[30] The Purchaser will not store or throw dirt or litter in the surrounding of the said property. To avoid the quarrel in future between the members of the said scheme the facility of marked parking is given in the said scheme at the request of the

members of the said scheme and members have to park their vehicles in the given marked parking space only. The Visitors of the Office/Showroom holders will have to park their vehicles in the open space available in front of the Office/Showroom and they have to park their vehicles in such a manner that it will not hitch or trouble the Office/Showroom holder.

- [31] The Vendor will have to obtain insurance of the said property from the insurance company recognized by the Government.
- [32] The Purchaser shall have to keep water, drainage and electric connections situated in the aforesaid property in good condition and in the event of their leakage, the purchaser shall have to make immediate endeavors for their repairing and renovations. The purchaser shall have not to use any immflamable product like acid for cleaning toilet, bathroom, wash basin etc. situated in the said property and that the purchaser or the owner of the said property from time to time shall have to utilize the walls of the surrounding property in such manner as may not be caused damage to them.
- [33] The party of the Second Part will have to pay the tax/bill such as Electricity Company, Corporation/ Panchayat tax, water taxes and maintenance contributions of the Said property in proportion to their share as may be decided by the party of the First Part till the individual assessment of the said Property is done.
- [34] The purchaser shall transfer, assign, Lease, Leave and License and mortgage the said property after obtaining N.O.C. from the office bearers of the service society. All the acts and deeds done without permission of the society shall not be binding to the society and same to be treated null and void. The purchaser can give the said property on leave and license basis, after obtaining necessary Permission from Service Society, and such tenant will have to

obey all the rules and regulations framed by the service society and will have to execute the duly notarized agreement such as Affidavit, Indemnity Bond etc. as required by the service society.

- [35] The Purchaser or his/her/its/there tenants will not use the said premises for cooking or Selling Non-Vegetarian food or put any chimney and other flammable / combustible instruments without taking, obtaining permissions from the service society / maintenance body and shall follow all necessary safety measures as per rules and regulation of the competent authority. If any accident is caused to the said premises, Building by flammable / combustible instruments, due to the negligence of the purchaser / tenant then the purchaser / tenant is solely liable for the act and they are bound to use the said premises strictly as per the rules and regulations of the service society and competent authority.
- [36] The Purchaser is/are entitled to transfer the said Property in your name in the records of government, semi-government, village panchayat and city survey records and the party of the First Part shall give necessary signatures regarding the same.
- [37] The Vendor has paid all the government and semi-government and local authority taxes, cesses, revenue etc. up to the date of execution of the deed of conveyance or till the date of B.U. Permission, Whichever is earlier, of the said Property and from the date of deed of conveyance or B.U. Permission, Whichever is earlier, onwards, the Purchaser will be liable to pay the same.
- [38] That all notices to be served on the Purchaser and the Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Vendor by

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Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Purchaser

Name : -

Address :-

Email ID :-

Vendor

Name : -

Address :-

Email ID :-

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

- [39] If any provision of this Deed of Conveyance shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Deed of Conveyance shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed of Conveyance and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Deed of Conveyance shall remain valid and enforceable as applicable at the time of execution of this Deed of Conveyance. This Deed of Conveyance is to be read and understood and may be amended in future 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 and may be modified accordingly. This Deed of Conveyance is to be read and understood as per the provisions made under the Real Estate (Regulation and Development) Act, and under the rules of the Gujarat Real Estate (Regulation and Development) (General) Rules and if any change or alteration is/are require to be made in this deed of conveyance as per the said act and rules then both the parties shall make such changes/alterations without entering in any dispute/litigation.

[40] If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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.

[41] That, after execution of these deed of conveyance in favour of the purchaser of the said scheme, if any matter is not mentioned inadvertently in this deed of conveyance and when the same is brought into the notice in future and if any rectification is required to be made, the purchaser shall have to set his/her/their/its hands in the legal documents as suggested by the Vendor without any denial and these deed of conveyance shall be read, understood and considered including the said rectification. Thus the said fact has been admitted by the purchaser and hence the Vendor has executed this deed of conveyance of the said property in favour of the Purchaser. In case of any dispute arising out of the terms and conditions of this deed of conveyance and interpretation of any of the clauses then the

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parties herein shall not resort to the court to of law but shall amicably resolve such matters through arbitration procedures by appointing one arbitrator of each part and one arbitrator appointed by such two arbitrators of Vendor and Purchaser and the decision of such arbitrator/s shall be final and binding to the parties herein.

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.

[42] 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.

[43] All out of pocket expenses, costs, and charges of and incidental to this conveyance to be executed hereafter or for any writing declaration indemnity etc. such as stamp duty, registration fee, and all other taxes and also fees of Advocate/Solicitor for obtaining Title Clearance Certificate of the said property shall be borne by the party of the SECOND PART Only.

SCHEDULE ABOVE REFERRED TO
(Description of the said Immovable Property)

All That Immovable Property being Showroom/Office No. _____ having Carpet Area ("Carpet Area" means the net usable floor area of an Property, 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 Property) admeasuring about. _____ sq.mtrs situated on _____ Floor of the said Scheme along with (i) Wash Area Balcony admeasuring _____ sq.mtrs.. (ii) Balcony

admeasuring about _____ sq.mtrs.. (iii) _____ covered/open car parking spaces (_____ Car Parking space marked with Showroom/Office No. _____) in the scheme known as “ASHWAMEGH ELEGANCE-3” constructed on the Non-Agriculture land bearing Sub-plot No. 1 admeasuring about 561 Sq.Mtrs. and Sub-Plot No. 8 admeasuring about 910 Sq.Mtrs. of Final Plot No. 388 and Sub-Plot No. 2 admeasuring about 555-77 Sq.Mtrs. of Final Plot No. 388 paiki of T. P. Scheme No. 21 (Ambawadi), situated, lying and being within the village limits of Paldi, Taluka : Sabarmati in the Registration Sub-District of Ahmedabad-4 (Paldi) and District : Ahmedabad.

The said scheme is bounded as follows :-

On or towards East : by
On or towards West : by
On or towards North : by
On or towards South : by

Note :- The contents of this deed are read and explained to the parties in their respective vernacular language and after understanding the same, parties have put their hands on these presents.

IN WITNESS WHEREOF the Vendor hereto has executed this Agreement on the Day Month and year herein above written.

**SIGNED AND DELIVERED BY THE
PARTY OF THE FIRST PART :-**

V. R. INFRA

through its Partner – _____

In the presence of following
two Witness :-

(1) _____

(2) _____

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Typical Floor Plan

#21#

Annexure A
RERA – Registration Certificate

#22#

Annexure B
B.U. Permission issued by AMC

#23#

-:Annexure C:-

Details of Materials, Fittings, Fixtures and Specification:-

#24#

**Photographs for the
identification of
the Property**

#25#

SCHEDULE AS PER SECTION 32(A) OF THE REGISTRATION ACT
Signature, Photograph and Thumb Impression of First Part:-

Signature, Photograph and Thumb Impression of Second Part:-
