

AGREEMENT FOR SALE

(Without Possession)

THIS AGREEMENT FOR SALE executed at Ahmedabad on
this day of, 2021.

BY AND BETWEEN

SHRI PARSHVA SPACECRAFT, a partnership firm established under the provisions of Indian Partnership Act, 1932 and having its principal place of business at 702, Shri Parshva Antilia, Nr. Jalaram Mandir, Paldi, Ahmedabad, hereinafter referred to as the "Owner / Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the 'Said Partnership Firm', its partners from time to time, its executors, administrators, successors, assigns etc.) of the **ONE PART**.

Permanent Account No. : ADUFS 9786 L

AND

[1]

Permanent Account No. :

Aadhaar No. :

Age : Years, By Religion : Residing at

.....

hereinafter referred to as "the Prospective Purchaser(s)" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **OTHER PART**.

WHEREAS

[A] That by or under several Registered Sale Deeds, Shri Parshva Spacecraft, a Partnership Firm has purchased all that N.A. land admeasuring about 2919 Sq. Mtrs. bearing F.P. No. 981/6 of T.P. Scheme No. 3 (varied) situated, lying and being within the village limits of Mouje : Paldi, Taluka : Sabarmati within the Registration Sub-District : Ahmedabad-4 (Paldi) and District : Ahmedabad (hereinafter referred to as the 'Said Land' or 'Project Land')

[B] That the District Collector, Ahmedabad vide Order No. 617/07/18/018/2019 dated 30.07.2019 converted the use of the 'Said Land' from 'Residential Use' to 'Residential-cum-Commercial Use'.

[C] Being the absolute owner & occupier of the 'Project Land', the Promoter implemented Residential-cum-Commercial scheme in the name & style as "**Shri Parshva Orion**" on the project land as per the plans, design & specifications prepared by its Architect/Engineer.

That Ahmedabad Municipal Corporation (i) vide Case No. BLNTI/WZ/270319/CGDCRV/A2114/R1/M1 and Rajachiththi No. 04271/270319/A2114/R1/M1 dated 15.12.2020 approved the plans/revised plans for 'Block-A' comprising of total 54 Commercial Units and (ii) vide Case No. BHNTS/WZ/270319/CGDCRV/A2115/R1/M1 and Rajachiththi No. 04272/270319/A2115/R1/M1 dated 15.12.2020 approved the plans/revised plans for 'Block-B' comprising of total 52 Residential Units on the 'Said Project Land'.

- [D] The Owner has commenced the construction work of said "Shri Parshva Orion" scheme (hereinafter referred to the 'Said Project') in accordance with the plans approved by AMC. The 'Said Project' is comprising of 2 (two) Blocks viz. Block-A (named as 'Onyx' as per Brochure), Block-B (named as 'Pearl' as per Brochure) :-
- (A) The Block-A (named as 'Onyx') is having total 54 (Fifty Four) Commercial Units comprising of (i) 7 (Seven) showrooms on Ground Floor (ii) 10 (Ten) Showrooms on 1st Floor (iii) 10 (Ten) Showrooms on 2nd Floor (iv) 10 (Ten) Offices in 3rd Floor (v) 9 (Nine) Offices and attached terrace(s) on 4th Floor (vi) 6 (Six) Offices and attached terrace(s) on 5th Floor (vii) 1 (One) Office on 6th Floor and attached terrace(s) (viii) 1 (One) Office and attached terrace on 7th Floor, (ix) Common Terrace, Stair Cabin & Overhead Water Tank thereon.
 - (B) The Block-B (named as 'Pearl') is having (i) Parking in 1st Cellar & 2nd Cellar (ii) Parking & Society Office on Ground Floor (iii) total 52 (Fifty Two) Residential Flats [4 (four) Residential Flats each on 1st Floor to 13th Floor] (iv) Common Terrace, Stair Cabin & Overhead Water Tank thereon.
- [E] The 'Said Project' is registered vide Project Registration No. PR/GJ/AHMEDABAD/AHMEDABAD CITY/AUDA/MAA06250/241019 dated 24.10.2019 in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the 'Act') and Gujarat Real Estate (Regulation and Development) General Rules, 2017.
- [F] The Prospective Purchaser(s) being desirous to purchase a Unit in the said project approached the Promoter and the Promoter stated to the Prospective Purchaser(s) that by or under a Mortgage Deed (Regn. No. 10923 dated 11.11.2020), the Promoter/Developer has mortgaged the Project Land with State Bank of India to secure the Loan/ Facilities of Rs.9,90,00,000=00 (Rupees Nine Crore Ninety Lakhs only) obtained from State Bank of India. The Owner / Promoter assured to the Prospective Purchaser(s) that they have obtained/shall obtain No Objection Certificate from the State Bank of India. The Owner / Promoter, subject to the No Objection Certificate being issued by State Bank of India, has the sole and exclusive right to sell the Units constructed/ to be constructed in the 'Said Project' and to enter into

agreement(s) with the Prospective Purchaser(s) of the Unit(s) and to receive the sale consideration in respect thereof.

- [G] The Prospective Purchaser(s) has/have inspected all documents of title relating to the Said Land and the plans/revised plan, designs and specifications prepared by the Owner/Promoter's Architects/Engineer, which has been approved/sanctioned by Ahmedabad Municipal Corporation (AMC) and such other documents as are specified under the Act and Rules and Regulations made there under and the Prospective Purchaser is satisfied with the same;

The authenticated copies of Certificate of Title with Report thereon issued by the Advocate of the Owner, Village Form No. 7, Mutation Entries Copy of the Sale Deeds of the land purchased by the Owner/Promoter and other relevant papers/documents etc. showing the nature of the title of the Owner/Promoter to the 'Said Land' on which the Project is being constructed have also been inspected and the Prospective Purchaser(s) is/are satisfied in respect of the same;

- [H] Being satisfied with all the available papers, documents, approvals, sanctions, title etc. and also the terms & conditions related to Booking, Payment, Possession, Use, Transfer etc. of the Unit, Common Amenities/Facilities to be provided in the project, Framework of Completion of the Project, Terms & Conditions related to execution of Agreement for Sale and Sale Deed of the Unit etc., the Prospective Purchaser(s) has/have applied to the Owner/Promoter for booking of the immovable property bearing Unit No., admeasuring in aggregate about Sq. Mtrs. [Carpet Area as per RERA : Sq. Mtrs. + Balcony Area : Sq. Mtrs. + Wash Area : Sq. Mtrs. + Terrace Area : Sq. Mtrs. Attached thereto] and corresponding Unit Built-up Area admeasuring aggregate about Sq. Mtrs., situated on the Floor of 'Block-A/Block-B' (named as 'Onyx/Pearl' as per Brochure) of the said "Shri Parshva Orion" scheme (more particularly described in the 'Schedule-A' hereunder written and hereinafter referred to as the 'Unit') vide Application dated

- [I] The Promoter accepted and considered the application made by the Prospective Purchaser(s) and after discussion from time to time, the Owner/Promoter agrees to sell to the Prospective Purchaser(s) and the Prospective Purchaser(s) agree(s) to purchase from the Owner/Promoter the 'Said Unit' upon the terms and conditions mutually agreed upon by and between them.

- [J] 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;

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 project/scheme consisting (A) Block-A (named as 'Onyx') is having total 54 (Fifty Four) Commercial Units comprising of (i) 7 (Seven) showrooms on Ground Floor (ii) 10 (Ten) Showrooms on 1st Floor (iii) 10 (Ten) Showrooms on 2nd Floor (iv) 10 (Ten) Offices in 3rd Floor (v) 9 (Nine) Offices and attached terrace(s) on 4th Floor (vi) 6 (Six) Offices and attached terrace(s) on 5th Floor (vii) 1 (One) Office on 6th Floor and attached terrace(s) (viii) 1 (One) Office and attached terrace on 7th Floor, (ix) Common Terrace, Stair Cabin & Overhead Water Tank thereon & (B) Block-B (named as 'Pearl') is having (i) Parking in 1st Cellar & 2nd Cellar (ii) Parking & Society Office on Ground Floor (iii) total 52 (Fifty Two) Residential Flats [4 (four) Residential Flats each on 1st Floor to 13th Floor] (iv) Common Terrace, Stair Cabin & Overhead Water Tank thereon on the 'Said 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 Prospective Purchaser(s) in respect of variations or modifications, which may adversely affect the Unit of the Prospective Purchaser(s) except any alteration or addition required by any Government authorities or due to change in law.

- 1.1 The Promoter hereby agrees to sell to the Prospective Purchaser(s) and the Prospective Purchaser(s) hereby agree(s) to purchase from the Promoter all that immovable property bearing Unit No. having Carpet Area (as per RERA) admeasuring about Sq. Mtrs. [and corresponding Super Built-up Area admeasuring Sq. Ft. situated on the Floor of 'Block-A/Block-B' (named as 'Onyx/Pearl' as per Brochure) of the said "Shri Parshva Orion" scheme floated on the 'Said Land' as

per approved plans/revised plans dated 15.12.2020 (hereinafter referred to as the 'Unit') for the total price or consideration of **Rs.....=00 (Rupees Only)** (hereinafter referred to as the 'Total Price').

- 1.2** Prior to the execution of this Agreement, the Prospective Purchaser(s) has/have paid to the Owner/ Promoter an earnest money/part sale consideration as per the details mentioned in the '**Schedule-C**' hereunder written. The Owner/Promoter doth hereby admit and acknowledge the receipt of the aforesaid amount received from the Prospective Purchaser(s) and confirms that the said amount shall be adjusted against the total sale consideration to be received in respect of the 'Said Unit'.
- 1.3** The Prospective Purchaser(s) hereby agree(s) to pay the balance amount to the promoter as per the terms & conditions of the Booking Letter or in the following manner :-

	Amount (Rs.)	Stage/Date of payment
(i)	Rs.....	(not exceeding 30% of the total consideration) to be paid to the Promoter within 10 (ten) Days from the date of execution of this agreement.
(ii)	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 Unit is located
(iii)	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 Unit is located
(iv)	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 Unit
(v)	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 Unit

(vi)	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 Unit is located
(vii)	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 Unit is located
(viii)	Rs.....	Balance Amount against and at the time of handing over of the possession of the Unit to the Prospective Purchaser(s) on or after receipt of occupancy certificate or completion certificate

[2] The parties hereto confirm and agree that :-

- (i) The total price/consideration of the Unit mentioned hereinabove is inclusive of proportionate share in project land, common areas/amenities/facilities/parking etc.
- (ii) The Total Price excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax/GST, and Cesses or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Unit, which shall be separately payable by the Prospective Purchaser(s) in the manner as may be decided by the Promoter.
- (iii) The Total Price above excludes Stamp Duty, Registration Fees, Advocate Fees and all other government levies taxes & duties will be paid & borne by the Purchaser(s) and not included in the Total Price.
- (iv) The Total Price above excludes maintenance deposit, maintenance expenses, Extra Work Cost (if any) to be borne by the Purchaser(s) and not included in the Total Price.
- (v) The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent

authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time.

- (vi) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Prospective Purchaser(s) by discounting such early payments at the rate and as per the terms mutually agreed by & between them at the time of booking or afterwards for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to a Prospective Purchaser(s) by the Promoter.
- (vii) The Promoter shall confirm the final carpet area that has been allotted to the Prospective Purchaser(s) 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 Prospective Purchaser(s) within forty-five days with annual interest at the rate of 9%, from the date when such an excess amount was paid by the Prospective Purchaser(s). If there is any increase in the carpet area allotted to Prospective Purchaser(s), the Promoter shall demand additional amount from the Prospective Purchaser(s) as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate as agreed by this Agreement.
- (viii) The Prospective Purchaser(s) authorize(s) the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name(s) as the Promoter may in its sole discretion deem fit and the Prospective Purchaser(s) undertake(s) not to object/demand/direct the Promoter to adjust his/her/their payments in any manner.
- (ix) Provided that in case there is any change / modification in the taxes, the Total Price payable by the Prospective Purchaser(s) to the Promoter under this Agreement shall be increased / reduced based on such change / modification;

- (x) The Promoter shall periodically intimate to the Prospective Purchaser(s), the amount payable as stated in Clause-1.3 above and the Prospective Purchaser(s) shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Prospective Purchaser(s), the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
 - (xi) Time is essence for the Promoter as well as the Prospective Purchaser(s). The Promoter shall abide by the time schedule for completing the project and handing over the 'Unit' to the Prospective Purchaser(s) and the common areas to the association/society of the Prospective Purchaser(s) after receiving the occupancy certificate or the completion certificate or both, as the case may be.
 - (xii) Similarly, the Prospective Purchaser(s) shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Clause-1.3 herein above. ("Payment Plan")
- [3] The Promoter shall construct the said Project 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 Prospective Purchaser(s) in respect of variations or modifications which may adversely affect the Unit of the Prospective Purchaser(s) except any alteration or addition required by any Government authorities or due to change in law.
- 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, before handing over possession of the Unit to the Prospective Purchaser(s), shall obtain from the concerned local authority occupancy and/or completion certificates in respect of the Unit/Project.
- [4] The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 1.80 only

and Promoter has planned to utilize Floor Space Index of 0.90 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 2.70 as proposed to be utilized by them on the project land in the said Project and Prospective Purchaser(s) has agreed to purchase the said Unit based on the proposed construction and sale of Units to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

- [5] 5.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Unit/Plot] to the Prospective Purchaser(s), the Promoter agrees to pay to the Prospective Purchaser(s), who does not intend to withdraw from the project, interest at the rate of 9% per annum, on all the amounts paid by the Prospective Purchaser(s), for every month of delay, till the handing over of the possession. The Prospective Purchaser(s) agree(s) to pay to the Promoter, interest at the rate of 9% per annum, on all the delayed payment which become due and payable by the Prospective Purchaser(s) to the Promoter under the terms of this Agreement from the date the said amount is payable by the Prospective Purchaser(s) to the Promoter.
- 5.2 Without prejudice to the right of promoter to charge interest in terms of Clause-5.1 above, on the Prospective Purchaser(s) committing default in payment on due date of any amount due and payable by the Prospective Purchaser(s) to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Prospective Purchaser(s) committing three defaults of payment of installments, the Promoter shall at its own option, may terminate this Agreement.

Provided that, Promoter shall give notice of fifteen days in writing to the Prospective Purchaser(s), by Registered Post AD at the address provided by the Prospective Purchaser(s) and mail at the e-mail address provided by the Prospective Purchaser(s), of

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 Prospective Purchaser(s) fail(s) 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 Prospective Purchaser(s) (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 installments of sale consideration of the Unit which may till then have been paid by the Prospective Purchaser(s) to the Promoter.

[6] POSSESSION OF THE UNIT

- 6.1 The Owner / Promoter, based on the approved plans and specifications, assures to hand over possession of the Unit on or before Dt. 31.08.2022 (hereinafter referred to as "the scheduled date of possession", unless there is delay or failure due to war, civil commotion, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or act of God or any notice, order, rule, notification of the Government or competent authority/court affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Prospective Purchaser(s) agree(s) that the Owner / Promoter shall be entitled to reasonable extension of time for delivery of possession of the Unit, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented.
- 6.2 The Prospective Purchaser(s) agree(s) and confirm(s) that, in the event it becomes impossible for the Owner / Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Owner/Promoter shall refund to the Prospective Purchaser(s) the entire amount received by the Owner/Promoter from the allotment within 45 days from that date. After refund of the money paid

by the Prospective Purchaser(s), Prospective Purchaser(s) agree(s) that he/she/they shall not have any rights, claims etc. against the Owner/Promoter and that the Owner/Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 6.3 In the event the Owner/Promoter fails to abide by the time schedule for completing the project and does not hand over the possession of the Unit to the Prospective Purchaser(s) by the scheduled date of possession, the Owner/Promoter shall pay to the Prospective Purchaser(s), who does not intend to withdraw from the project, interest at the rate of 9% per annum on all the amounts paid by the Prospective Purchaser(s), for every month of delay, till the date of handing over of the possession.

- 6.4 Procedure for taking possession :-

The Owner / Promoter, upon obtaining the Building Use Permission from the competent authority shall offer in writing the possession of the Unit to the Prospective Purchaser(s) in terms of this Agreement, to be taken within 3 (three) months from the date of issue of such written notice and the Owner/Promoter shall give possession of the Unit to the Prospective Purchaser(s). The Owner/Promoter agrees and undertakes to indemnify the Prospective Purchaser(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Owner/Promoter. The Prospective Purchaser(s) agree(s) to pay the maintenance charges as determined by the Owner/Promoter/association/society of Prospective Purchaser(s), as the case may be. The Owner/Promoter on its behalf shall offer the possession to the Prospective Purchaser(s) in writing within 15 (Fifteen) days of receiving the Building Use Permission of the Project.

- 6.5 The Prospective Purchaser(s) shall take possession of the Unit within 15 days of the written notice from the Owner/Promoter to the Prospective Purchaser(s) intimating that the Unit is ready for use and occupancy.
- 6.6 Failure of Prospective Purchaser(s) to take Possession of Unit :- Upon receiving a written intimation from the Owner/Promoter as per clause 6.4, the Prospective Purchaser(s) shall take possession of the Unit from the Owner/Promoter by executing necessary indemnities,

undertakings and such other documentation as prescribed in this Agreement, and the Owner / Promoter shall give possession of the Unit to the Prospective Purchaser(s). In case the Prospective Purchaser(s) fail(s) to take possession within the time provided in clause 6.5, such Prospective Purchaser(s) shall continue to be liable to pay maintenance charges as applicable.

6.7 Possession by the Prospective Purchaser(s) :- After obtaining the Building Use Permission and handing over physical possession of the Unit to the Prospective Purchaser(s), it shall be the responsibility of the Owner / Promoter to hand over the necessary documents and plans, including common areas, to the association/ society of the Prospective Purchaser(s) or the competent authority, as the case may be, as per the local laws.

6.8 Cancellation by Prospective Purchaser(s) :- The Prospective Purchaser(s) shall have the right to cancel/withdraw his/her/their allotment in the Project as provided in the Act:

Provided that where the Prospective Purchaser(s) proposes to cancel/withdraw from the project without any fault of the Owner/Promoter, the Owner/Promoter herein is entitled to forfeit the booking amount paid for the allotment/booking. The balance amount of money paid by the Prospective Purchaser(s) shall be returned by the Owner/Promoter to the Prospective Purchaser(s) within 45 days of such cancellation.

6.9 Compensation :-

The Owner/Promoter shall compensate the Prospective Purchaser(s) in case of any loss caused to him/her/them due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Owner/Promoter fails to complete or is unable to give possession of the Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of its business as a Owner/Promoter on account of suspension or

revocation of the registration under the Act; or for any other reason; the Owner/Promoter shall be liable, on demand to the Prospective Purchaser(s), in case the Prospective Purchaser(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Prospective Purchaser(s) does not intend to withdraw from the Project, the Owner / Promoter shall pay the Prospective Purchaser(s) interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Unit.

[7] REPRESENTATIONS AND WARRANTIES OF THE OWNER / PROMOTER

The Owner / Promoter hereby represents and warrants to the Prospective Purchaser(s) as follows :-

- (i) The Owner/Promoter has absolute, clear and marketable title with respect to the Said Land subject to the mortgage charge of State Bank of India; Accordingly the Owner/Promoter has requisite rights to carry out development upon the Said Land and absolute, actual, physical and legal possession of the Said Land for the Project;
- (ii) The Owner/Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) Save & Except the mortgage created in favour of State Bank of India There are no encumbrances upon the Said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Owner/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Unit and common areas;
- (vi) The Owner/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 Prospective Purchaser(s) created herein, may prejudicially be affected;

- (vii) The Owner/Promoter 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 Project and the said Unit which will, in any manner, affect the rights of Prospective Purchaser(s) under this Agreement;
- (viii) The Owner/Promoter confirms that the Owner / Promoter is not restricted in any manner whatsoever from selling the said Unit to the Prospective Purchaser(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Owner/Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Prospective Purchaser(s) and the common areas to the Association/Society of the Prospective Purchaser(s);
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Owner/Promoter has duly paid and shall continue to pay and discharge all 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;
- (xii) 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 by or served upon the Owner / Promoter in respect of the said Land and/or the Project.

[8] REPRESENTATIONS AND WARRANTIES OF THE PROSPECTIVE PURCHASER(S)

- 8.1 The Prospective Purchaser(s)/s or himself/herself/ themselves with intention to bring all persons into whosoever hands the Unit may come, hereby covenants with the Owner / Promoter as follows :-
- i. To maintain the Unit at the Prospective Purchaser(s)'s own cost in good and tenable repair and condition from the date that of possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the Unit 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 Unit is situated and the Unit itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the Unit 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 Unit 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 Unit is situated, including entrances of the building in which the Unit is situated and in case any damage is caused to the building/Project in which the Unit is situated or the Unit on account of negligence or default of the Prospective Purchaser(s) in this behalf, the Prospective Purchaser(s) shall be liable for the consequences of the breach.
- iii. To carry out at his/her/their own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Owner/Promoter to the Prospective Purchaser(s) and shall not do or suffer to be done anything in or to the building/Project in which the Unit is situated or the Unit 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 Prospective Purchaser(s) committing any act in contravention of the above provision, the Prospective Purchaser(s) 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 Unit 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 Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the Unit and the

appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Unit without the prior written permission of the Owner / Promoter and/or the Association/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/Project in which the Unit 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 Unit in the compound or any portion of the project land and the building/Project in which the Unit is situated.
- vii. Pay to the Owner/Promoter within fifteen days of demand by the Owner/Promoter, his/her/their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building/Project in which the Unit is situated.
- 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 use of the Unit by the Prospective Purchaser(s) for any purposes other than for purpose for which it is sold.
- ix. The Prospective Purchaser(s) shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Unit until all the dues payable by the Prospective Purchaser(s) to the Owner / Promoter under this Agreement are fully paid up.
- x. The Prospective Purchaser(s) along with other Prospective Purchaser(s) of Units 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/Association/Company and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Prospective Purchaser(s), so as to enable the Promoter to register the common organisation of Prospective Purchaser(s). No objection shall be taken by the Prospective Purchaser(s) if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The Prospective Purchaser(s) 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/Project and the Units 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 Prospective Purchaser(s) 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 Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xi. The Prospective Purchaser(s) shall permit the Owner/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. Not to close or permit the closing of verandah or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandah, lounge or balconies or any external walls, or both the faces of outside doors and windows, including grill of the said unit which in the opinion of the Owner/Promoter differs from the design and colour scheme of the Building or may affect the elevation in respect of the exterior walls of the Building. In case the Prospective Purchaser(s) shall require to put grills on the exterior part of his/her/their unit, the design of the same shall be approved by Owner/Promoter in advance but in no event the Prospective Purchaser(s) shall install any box type grills.
- xiii. Not to subdivide the said unit and/or parking space, if allocated, or any portion thereof.
- xiv. Not to make any structural addition and/or alteration such as in beams, columns, partition walls etc. in the said Unit except with the prior approval in writing of the Owner/Promoter and with the sanction of Ahmedabad Municipal Corporation and/or concerned authority.
- xv. Not to hang from or attach to the beams or rafters any articles or machinery which are heavy and likely to affect or endanger or damage the constructions of the Building or any part thereof.
- xvi. Not to install any air conditioners and/or exhaust fans and/or any other instruments/appliances etc., save and except at such places as are provided for the same or at such places as may be designated by the Owner / Promoter. It is clearly agreed that the Purchaser(s)/Owner(s)/ Occupier(s) of the Commercial Units of 'Block-A' shall not be entitled to install A.C. and/or Exhaust Fans and/or any other instruments/appliances etc. towards the side facing Residential Units of 'Block-B'.
- xvii. Not to use the said Unit or permit the same to be used for any purpose other than the approved purpose and/or for purpose which may or is likely to cause nuisance or annoyance to occupiers of other portions of the Building or to

- the owners and occupiers of the neighboring Units or for any illegal or immoral purposes.
- xviii. Not to park car scooter or any vehicle on the pathway or open spaces of the Building or at any other place except the space allotted in writing for car/scooter or any other motor vehicle parking.
 - xix. The Prospective Purchaser(s) declare that he/she/they is/are aware of the fact that the rights to use the Terrace attached to office(s) on the 4th Floor, 5th Floor, 6th Floor & 7th Floor shall be given to the Purchaser(s) of such office(s) and that the prayer hall/temple shall be constructed in common areas and that the Rules & Regulations in respect of the Usage of the Common Terrace above the Top Floor shall be formed by the society. The Prospective Purchaser(s) herein hereby grant their irrevocable consent for the same and undertakes that he/she/they shall not raise/initiate any dispute/litigation etc. in this regards.
 - xx. The Prospective Purchaser(s) declare that he/she/they is/are aware of the fact that to avoid any future problems/collusions between owners/occupiers of Residential Units & owners/occupiers of Commercial Units, a Common/Dividing Wall shall be constructed there shall be separate entrances/gates as well as separate Bodies for maintenance & administration of common areas/facilities/amenities of both Blocks [Block-A (named as 'Onyx') & Block-B (named as 'Pearl')].

[9] EVENTS OF DEFAULTS AND CONSEQUENCES

- 9.1 Subject to the Force Majeure clause, the Owner/Promoter shall be considered under a condition of Default, in the following events:
- (i) Owner/Promoter fails to provide ready to move in possession of the Unit to the Prospective Purchaser(s) within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects;
 - (ii) Discontinuance of the Owner/Promoter's business as Owner/Promoter on account of

suspension or revocation of its registration under the provisions of the Act or the rules or regulations made there under.

9.2 In case of Default by Owner/Promoter under the conditions listed above, Prospective Purchaser(s) is/are entitled to the following :-

- (i) Stop making further payments to Owner/Promoter as demanded by the Owner/Promoter. If the Prospective Purchaser(s) stop(s) making payments, the Owner/Promoter shall correct the situation by completing the construction milestones and only thereafter the Prospective Purchaser(s) be required to make the next payment without any penal interest; or
- (ii) The Prospective Purchaser(s) shall have the option of terminating the Agreement in which case the Owner/Promoter shall be liable to refund the entire money paid by the Prospective Purchaser(s) under any head whatsoever towards the purchase of the Unit, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice.

Provided that where Prospective Purchaser(s) do/does not intend to withdraw from the project or terminate the Agreement, he/she/they shall be paid, by the Owner/Promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Unit.

9.3 The Prospective Purchaser(s) shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Prospective Purchaser(s) fail(s) to make payments for 2 (two) consecutive demands made by the Owner/Promoter as per the Payment Plan mentioned herein, despite having been issued notice in that regard the Prospective Purchaser(s) shall be liable to pay interest to the Owner / Promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Prospective Purchaser(s) under the condition listed above continues for a period beyond 4 (four) consecutive months after

notice from the Owner/Promoter in this regard, the Owner/Promoter shall cancel the allotment of the Unit in favour of the Prospective Purchaser(s) and refund the amount money paid to it by the Prospective Purchaser(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

[10] CONVEYANCE OF THE SAID UNIT

The Owner / Promoter, on receipt of complete amount of the Price of the Unit under the Agreement from the Prospective Purchaser(s), shall execute a conveyance deed and convey the title of the Unit together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the Building Use Permission. However, in case the Prospective Purchaser(s) fail(s) to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Prospective Purchaser(s) authorize(s) the Owner/Promoter to withhold registration of the conveyance deed in his/her/their favour till full and final settlement of all dues and stamp duty and registration charges to the Owner/Promoter is made by the Prospective Purchaser(s). The Prospective Purchaser(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

[11] DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Owner / Promoter as per the agreement for sale relating to such development is brought to the notice of the Owner / Promoter within a period of 5 (five) years by the Prospective Purchaser(s) from the date of handing over possession, it shall be the duty of the Owner / Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Owner / Promoter's failure to rectify such defects within such time, the aggrieved Prospective Purchaser(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

[12] BINDING EFFECT

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

[13] ENTIRE AGREEMENT

This Agreement, along with its schedules, 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 Unit/building/Project, as the case may be.

[14] RIGHT TO AMEND

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

[15] The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Prospective Purchaser(s) as advance or deposit, sums received on account of the share capital for the promotion of the Co-

operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

- [16] Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Units or of the said Plot and Building or any part thereof. The Prospective Purchaser(s) shall have no claim save and except in respect of the Unit hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the same is transferred as hereinbefore mentioned.

- [17] After the Owner/Promoter executes this Agreement he/she/ they 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 Prospective Purchaser(s) who has taken or agreed to take such Unit.

- [18] **PROVISIONS OF THIS AGREEMENT APPLICABLE ON PROSPECTIVE PURCHASER(S) / SUBSEQUENT PROSPECTIVE PURCHASER(S)**

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 Prospective Purchaser(s) of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

- [19] **WAIVER NOT A LIMITATION TO ENFORCE**

19.1 The Owner/Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Prospective Purchaser(s) in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Prospective Purchaser(s) that exercise of discretion by the Owner/Promoter in the case of one Prospective Purchaser(s) shall not be construed to be a precedent and/or binding on the Owner/Promoter to exercise such discretion in the case of other Prospective Purchaser(s).

19.2 Failure on the part of the Owner/Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

[20] SEVERABILITY

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.

[21] METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

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

[22] FURTHER ASSURANCES

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

[23] PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Owner/Promoter at the Owner/Promoter's Office, or at some other place, which may be mutually agreed between the Owner/Promoter and the Prospective Purchaser(s). After the Agreement is duly executed by the Prospective Purchaser(s) and the Promoter or simultaneously with the execution thereof, the said Agreement shall be registered before the office of the concerned Sub-Registrar of

Assurances at Ahmedabad. Hence this Agreement shall be deemed to have been executed at Ahmedabad.

This Agreement is executed in accordance with the provisions of Section 13 of the Act and shall be presented for registration as per provisions of the Registration Act, 1908.

[24] NOTICES

That all notices to be served on the Prospective Purchaser(s) and the Owner / Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Prospective Purchaser(s) or the Owner/ Promoter by Regd. Post at their respective addresses specified below :-

To the Prospective Purchaser(s) :-

Name and Address of Prospective Purchaser(s) as mentioned at the beginning of the Agreement.

To the Owner / Promoter :-

Name :- Shri Parshva Spacecraft
Address : 702, Shri Parshva Antilia, Nr. Jalaram Mandir, Paldi, Ahmedabad-380006.
Notified E-mail ID : shriparshvaspacecraft@gmail.com

It shall be the duty of the Prospective Purchaser(s) and the Owner / 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 Owner / Promoter or the Prospective Purchaser(s), as the case may be.

JOINT PROSPECTIVE PURCHASER(S)

That in case there are Joint Prospective Purchaser(s) all communications shall be sent by the Owner / Promoter to the Prospective Purchaser(s) 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 Prospective Purchaser(s).

[25] STAMP DUTY AND REGISTRATION:

22.1 All stamp fees, registration charges, Advocate fee and incidental expenses for and/or in relation to this Agreement and/or Conveyance of the said unit in the said Project and also for any other assurances/deeds required to be made for in relation to the same, shall be paid by the Prospective Purchaser(s).

[26] 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.

[27] DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion.

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, there under.

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

**SIGNED, SEALED AND DELIVERED
BY THE OWNER / PROMOTER**

Shri Parshva Spacecraft
through its Authorised Partner
Mr. Parth Devang Shah

WITNESSES :-

1 _____

2 _____

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-: Schedule-A :-**(Description of the Immovable property)**

All that immovable property bearing Unit No., admeasuring in aggregate about Sq. Mtrs. [Carpet Area as per RERA : Sq. Mtrs. + Balcony Area : Sq. Mtrs. + Wash Area : Sq. Mtrs. + Terrace Area : Sq. Mtrs. Attached thereto] and corresponding Unit Built-up Area admeasuring aggregate about Sq. Mtrs., situated on the Floor of 'Block-A/Block-B' (named as 'Onyx/Pearl' as per Brochure) of the said "Shri Parshva Orion" scheme floated on the Residential-cum-Commercial N.A. land admeasuring in aggregate about 2919 Sq. Mtrs. bearing F.P. No. 981/6 of T.P. Scheme No. 3 (varied) situated, lying and being within the village limits of Mouje : Paldi, Taluka : Sabarmati within the Registration Sub-District : Ahmedabad-4 (Paldi) and District : Ahmedabad. The said Unit is bounded as follows :-

On or towards the East	:	By
On or towards the West	:	By
On or towards the North	:	By
On or towards the South	:	By

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-: Schedule-B :-

(Floor plan of the scheme/building)

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-: Schedule-C :-

(Details of Earnest Money/Part Sale Consideration received)

Prior to the execution of this Agreement, the Prospective Purchaser(s) has/have paid to the Owner/ Promoter a sum of Rs.....=00 (Rupees Only) as earnest money/part sale consideration as per the details mentioned hereunder :-

Amount (Rs.)	Date	Chq./D.D./ UTR No.	Name of Bank

The Owner/Promoter doth hereby admit and acknowledge the receipt of the aforesaid amount received from the Prospective Purchaser(s) and confirms that the said amount shall be adjusted against the total sale consideration to be received in respect of the 'Said Unit'.

We say received

For Shri Parshva Spacecraft

Authorised Partner

