This is model from – broad out-line of Agreement for Sale, which may be modified by the Vendor as per the status and circumstances of the Project at relevant time or otherwise, or as may be mutually agreed between the Vendor and Purchaser which is otherwise not violative of the RERA.

DRAFT OF AGREEMENT FOR SALE WITHOUT POSSESSION

This Agreement made at Ahmedabad this ______ day of _____________, 20____,

BETWEEN

FIRST PARTY
VEDNOR :

M/S. GALA PROJECTS LLP. (Limited Liability Partnership) registered under the provisions of the Limited Liability Partnership Firm Act-2012 having its principal place of business at 9th Floor, Safal Profitaire, Corporate Road, Prahladnagar, Ahmedabad by and through its authorized / designated Partner Mr. ________________________, Adult, Occupation : Business of Ahmedabad

(Hereinafter in this Agreement for Sale referred to as **VENDOR / Developer / First party / Seller**, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Partners of the said VENDOR their legal representatives, executors, administrators, successors and assigns etc. of the Party) of the **First Part**.

AND

SECOND PARTY
PURCHASER :

(1) Mr. ________________________________
PAN NO.: _____________________
Aged about __ years,

Having Address at ______________________________
____

(2) Mrs. __________________________________
PAN NO.: ______________________
Aged about _____ years, having Address at _______
____

Hereinafter in this Agreement for Sale collectively referred to as "**the PURCHASER / Second Party**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said "**PURCHASER**" and their heirs, legal representatives, successors and assigns) of the **Second Part**.

W H E R E A S

(A) WHEREAS the Vendor is absolute owner – occupier and is seized and possessed of and/or otherwise well and sufficiently entitled to a piece or parcel of non-agricultural land of Final Plot No.113 admeasuring 11105 Sq.Mtrs. (Survey No.49/3 of Mouje : Thaltej) of Town Planning Scheme No.2 (Thaltej) situate, lying and being at Drive-In-Road, Ahmedabad, Thaltej (sim), Taluka : Ghatlodia, in the Registration District of Ahmedabad and Sub-District of Ahmedabad-9 (Bopal) hereinafter referred to as "the said larger land".

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

(C) And Whereas the Vendor intended to develop the said larger land of Final Plot No.113, partly as commercial and partly as residential and accordingly the Vendor had prepared detailed plan for construction of such commercial and residential constructions on the said larger land and submitted the same to

Ahmedabad Municipal Corporation (AMC) for approval. And Whereas AMC has approved such Plan/s and last Revised Plan for construction of commercial and residential buildings on the said 11105 Sq.Mtrs. of land are duly approved by AMC on 01-07-2017 (Hereinafter referred to as “the approved plan”) The Vendor had carried out construction of commercial / residential buildings on the said larger land and the construction work is in progress which is being done / to be done by the Vendor as per the approved plan. And Whereas the land area of 5317 Sq.Mtrs. out of the aforesaid 11105 Sq.Mtrs. is the land on which the residential buildings and Society building are to be constructed / under construction, whereas the remaining land i.e. the land area of 5788 Sq.Mtrs. out of the aforesaid 11105 Sq.Mtrs. is the land on which commercial building is to be constructed / under construction. And Whereas the particulars / details of Case No./Rajachitthi/Plan and the details of buildings / blocks to be constructed / under construction on the said larger land (Final Plot No.113) are as under :

Sr. No.	**Case No. & Rajachitthi No. of Approval of plan**	**Building As per AMC Plan**	**To be Known as Block**	**Floors in each Block**	**Use**
1	Case No.BHNTI/NWZ/050814/ GDR/A2521/R1/M1 and Rajachitthi No.8747/050814/ A2521/R1/M1	Type-A (One Block)	Gala Empire Type-A	Basement-2, Basement-1 Ground Floor, First Floor to Thirteenth Floor	Commercial
2	Case No.BHNTS/NWZ/050814/GDR/A2522/R1/M1 and Rajachitthi No.8748/050814/A2522/R1/M1	Type-B (Two Blocks)	Gala Eternia Block-A and Gala Eternia Block-B	Basement-2, Basement-1, First Floor to Fourteenth Floor	Residential
3	Case No.BHNTS/NWZ/050814/GDR/A2523/R1/M1 and Rajachitthi No.8749/050814/A2523/R1/M1	Type-C (Two Blocks)	Gala Eternia Block-C and Gala Eternia Block-D	Basement-2, Basement-1, First Floor to Fourteenth Floor	Residential

4	Case No. BLNTI/NWZ/050814/GDR/ A2524/R1/M1 Rajachitthi No.8750/050514/A2524/R1 /M1	Type-D	Society Office	Ground Floor and First Floor	Society Office

And Whereas in the approved plan (duly approved by AMC) commercial block to be constructed is shown / described as Building Type-A whereas residential blocks to be constructed are shown / described as Building Type-B and Type-C. Further in the said approved plan Society Office building is shown / described as Building Type-D. The aforementioned Building Type-A (As described in plan approved by AMC) is / shall be consisting one commercial high rise building which is named and shall be known as Type-A.

(D) As aforesaid, out of the total land of said Final Plot No.113, a part / portion on which a commercial building is to be developed / constructed shall be hereinafter referred to as “the said Land” and/or “the Project land” and/or “the said property” full particulars whereof are described in the First Schedule hereunder written.

(E) Further, as aforesaid, the Vendor has planned to develop the entire land of Final Plot No.113 by constructing commercial building on 5788 Sq.Mtrs. of land (i.e. on the said Land more particularly described in the First Schedule hereunder written) and residential buildings plus Society Office building on remaining 5317 Sq.Mtrs. the Vendor has commenced the development of the Project land by constructing commercial building and the said Commercial Project or the said Commercial Scheme of the Vendor is named **“GALA EMPIRE”** containing by one high rise building shown as Type-A in the approved plan and one low-rise building shown as Type-D in the approved plan. The said high rise building of Type-A is consisting of Basement-2, Basement-1, First Floor to Thirteenth Floor and one common terrace with stair cabin and Lift machine room upon it. Further, the Developer has already commenced the construction on the said Project Land and this is on going Project of the Vendor wherein the construction work of the said building have been done / reached upto ___________ level for which reports in prescribed forms are submitted by the Vendor to AMC.

(F-1) Non-Agriculture land forming part of Survey No.49/3 of Mouje : Thaltej, bearing Final Plot No.113 of Town Planning Scheme No.2 (Thaltej) togetherwith super structures thereon, was belonging to one M/s. Gaekwad Investment Corporation Private Limited, who on 19-02-2008 sold the said land to one Multimedia Technologies Private Limited and a Sale Deed in respect thereof was registered at the office of the Sub-Registrar Ahmedabad-3 (Memnagar) on 19-02-2008 under Serial No.1893. On the basis of the said Sale Deed dated 19-02-2008 the name of the Purchaser - Multimedia Technologies Private Limited was entered in to revenue records vide mutation entry No.11014 which was certified on 25-11-2008. The said Company had thereafter demolished the constructions standing on the said land.

(F-2) Thereafter, the name of the said Multimedia Technologies Private Limited was changed to Gala Projects Private Limited and a fresh Certificate of Incorporation consequent upon change of name, in respect thereof was issued by the Registrar of Companies, Gujarat State Dadra & Nagar Haveli, Ahmedabad on 21-12-2012. On the basis thereof, in the revenue records the name of said Multimedia Technologies Private Limited was also changed to Gala Projects Private Limited vide mutation entry No.12886 which was certified on 28-02-2013.

(F-3) Thereafter, as per the provisions of Limited Liability Partnership Act, the said Company – Gala Projects Private Limited was converted in to a Limited Liability Partnership, namely “GALA PROJECTS LLP.” and upon such conversion, the Registrar of Companies, Dadra & Nagar Haveli at Ahmedabad on 19-03-2013, issued Certificate of Registration on Conversion of Gala Projects Private Limited to Gala Projects LLP. (i.e. the Vendor herein). The entry to that effect was also recorded in the revenue records vide mutation entry No.13629 on 17-10-2014 duly certified by the revenue authority concerned on 06-12-2014.

(F-4) In view of the above, the Vendor has become absolute owner / occupier of the said land of Final Plot No.113 admeasuring 11105 Sq.Mtrs. (i.e. the said larger land).

(G) Out of the aforesaid land admeasuring 11105 Sq.Mtrs., the Vendor herein desired to develop 5788 Sq.Mtrs. of land, being Project Land more particularly described in the Schedule-I hereunder written, by constructing commercial building thereon.

(H) That Non Agricultural Use Permission for commercial purpose for the said Project Land has been granted by the District Collector, Ahmedabad vide his order dated 08-10-2014 bearing No.N.A./U-1/Case NO./83/Kalam-65-A/Thaltej/2013.

(I) That as per the said approved plan the VENDOR has commenced development of the said Project Land and started construction of Commercial Project named "GALA EMPIRE" (hereinafter referred to as said "**Project**"). The said Building Type-A is / shall be consisting of Basment-2, Basement-1, Ground Floor, First Floor to Thirteenth Floor, one common Terrace with stair cabin and lift machine room upon it. In the said building shown as Type-A, there shall be Shops of various size on Ground Floor and First Floor, whereas there shall be offices of various size on Second Floor to Thirteen Floor.

(J) The Vendor has registered the Project under the provisions of The Real Estate (Regulation and Development) Act-2016 (in short "RERA") with Real Estate Regulatory authority at No.________________ dated _____________. an authenticated copy whereof is annexed as **Annexure "A"** hereto.

(K) The abovementioned residential buildings which are also being constructed / developed by the Vendor herein on the part (i.e. 5317.00 Sq.Mtrs.) of the said 11105.00 Sq.Mtrs. of Final Plot No.113, is a separate project of the Developer and the said residential project is separately registered under the provisions of The Real Estate (Regulation and Development) Act-2016.

(L) In the said project known as “GALA EMPIRE”, the PURCHASER herein have expressed their desire for purchasing a commercial unit and the VENDOR has agreed to sell SHOP / OFFICE No.________, situated on __________ Floor of the said commercial building (Building Type-A) admeasuring ______ sq. feet of super built-up area approximately, hereinafter referred to as the “said Property / Unit” in this Agreement for Sale and more particularly described in the Schedule-II hereunder written. The detail of the carpet area (as per the said Act) of the said Property is as follows:

Unit No.	Carpet Area Sq.Mtr.

The above areas have been calculated on the basis of unfinished wall surfaces. “Super Built-up Area” of the said Property, as referred above is mutually fixed and agreed between the Parties after taking into consideration construction areas of the Project other than carpet area. The PURCHASER is satisfied with the same and has no disputes in this regards. It is further clarified that the area of architectural projections is not included in the above area table.

(M) AND WHEREAS, prior to the execution of this Agreement for Sale, the VENDOR has given to the PURCHASER copies of all the title documents relating to the Project Land, Title Certificate, copies of sanctioned plans and development permission issued by the authority, copy of N. A. Use permission, copies of the plans, project specifications and such other documents as are specified under the said Act. The PURCHASER have themselves and through their Advocates/Consultants verified all details and documents and the PURCHASER is fully satisfied about the right, title and interest of the VENDOR with respect to the said Project Land on which the Project “GALA EMPIRE” is being constructed and regarding the permissions obtained by the VENDOR and in future the PURCHASER shall not raise any dispute/objection in respect of the same. The **PURCHASER** has also verified the documents filed/uploaded by the **VENDOR** with the said Authority and is satisfied with the same.

(N) The VENDOR and PURCHASER have negotiated for the sale of the said Unit belonging to the VENDOR and more particularly described in the Schedule II written hereunder and as a result thereof, the VENDOR has agreed to sell and the PURCHASER has agreed to purchase the said Unit on the terms and conditions appearing hereinafter.

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

1. RECITALS PART OF THE AGREEMENT:

The Parties hereby agree and confirm that all the recitals of this Agreement form and integral part of this Agreement and shall be read accordingly.

2. SALE AND PURCHASE OF UNIT AND PAYMENT OF PURCHASE CONSIDERATION:

2.1 The PURCHASER is/are desirous of purchasing and acquiring from the VENDOR, on what is commonly known as ‘ownership basis’, an Unit bearing No.__________, having Carpet Area of ______ Sq. Mtrs., situated on the ___________ Floor of the said commercial building situated on the said Project Land for the consideration and on the terms and conditions herein contained. The said Unit is shown in red colour boundary line in the floor plan being **Annexure – B** annexed hereto.

2.2 In consideration of the VENDOR, having agreed to sell and the PURCHASER having agreed to purchase the said Unit to the said Unit, the PURCHASER shall pay to the VENDOR a sum of **Rs.___________________/- (Rupees _________________________________ Only)** being the purchase consideration (hereinafter “the Purchase Consideration”) which is calculated on the basis of the Carpet Area of the said Unit and includes proportionate price of undivided share in the Project Land also the proportionate price of the common areas and facilities of the said Project. The nature, extent and description of the common areas and facilities are more particularly described in the Schedule - III annexed herewith.

2.3 The PURCHASER has on or before the execution of this Agreement paid to the VENDOR, in the following manner, a sum of Rs. ______________/- (Rupees _____________ only) being the earnest money (hereinafter referred to as "Earnest Money"), the receipt whereof is hereby admitted and acknowledged by the VENDOR (subject to realization of cheque(s)) and of and from the same and every part thereof forever acquit, release and discharge the PURCHASER:

Sr. No.	**Amount (in Rupees)**	**Cheque/D.D. No./RTGS No./NEFT No.**	**Date**	**Bank Name and Branch**
1.				
2.				
3.				
		Being TDS deducted @ 1% as per the provisions of the Income Tax Act.		
	Total:			

2.4 The PURCHASER hereby covenants and represents that they shall pay the balance amount of Purchase Consideration to the VENDOR in the following installments, time being the essence of this Agreement:

Sr. No.	**Amount**	**Payable on or before:**

2.5 It is agreed between the parties that the Purchase Consideration is exclusive of any taxes, levies, cesses, imposts or such charge, cost or outlays by whatever name called, charged, levied, imposed, and payable in respect of the said Unit or howsoever arising from the transaction contemplated herein to any Government Authority. Any and all taxes, that is service tax, value added tax (VAT), GST or Stamp Duty, registration fees, or any tax, levy or imposts etc. arising from sale or transfer of the said Unit to the PURCHASER or the transaction contemplated herein shall be borne and paid by the PURCHASER or reimbursed by the PURCHASER within _____ days of demand raised by way of Notice by the VENDOR to the PURCHASER.

2.6 The Purchase Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time or on account of any additional fixture/facility (other than standard fixtures provided by the VENDOR) demanded by the PURCHASER in the said Unit. The VENDOR undertakes and agrees that while raising a demand on the PURCHASER for increase in development charges, cost, or levies imposed by the competent authorities etc., the VENDOR shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the PURCHASER.

2.7 The PURCHASER shall pay to the VENDOR the installments of Purchase Consideration mentioned herein above and/or any other dues under this Agreement on their respective due dates without demand being made. Provided further that in case the due date is to be reckoned with some event, then Purchase Consideration shall be payable by the PURCHASER within 7 days upon intimation/Notice by the VENDOR of the occurrence of such event and the liability to pay such amount.

2.8 The PURCHASER agree(s) that payment of the amounts by the PURCHASER to the VENDOR under this Agreement are required to be paid on respective due date, the time being essence of contract and any default by the PURCHASER in this regard shall entitle the VENDOR to enforce default remedies as set out hereunder.

2.9 The PURCHASER authorizes the VENDOR to adjust/appropriate all payments made by the PURCHASER under any head(s) and in any order as the VENDOR may deem fit and proper against any outstanding dues of the PURCHASER under this Agreement and the PURCHASER shall not raise any dispute in this regard.

2.10 Default by the PURCHASER in payment of any charges as per clause 3 / outgoing and taxes shall be default under this Agreement and entail the VENDOR to enforce default remedies as provided herein or seek the remedies under the said Act or under any other laws.

2.11 The VENDOR shall confirm the final carpet area of the Unit that has been agreed to be purchased by the PURCHASER after the construction of the Building in which the Unit is located is complete and the Building Use (BU) Permission is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. If the variation in carpet area of Unit is more than 3% then the Purchase Consideration payable for the carpet area shall be recalculated upon confirmation by the VENDOR. If there is any reduction in the carpet area of more than 3%, then VENDOR shall refund the excess money paid by PURCHASER within forty-five days with annual interest at the rate of 6%, from the date when such an excess amount was paid by the PURCHASER. If there is any increase in the carpet area of more than 3% of the Unit then the VENDOR shall demand additional amount from the PURCHASER as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2.2 of this Agreement.

3. OTHER CHARGES PAYABLE BY THE PURCHASER:

3.1 The VENDOR shall form a Society or Association or Company (hereinafter referred to as “Society”) for the effective management and maintenance of the common areas and facilities to be provided in the said Project. The PURCHASER herein along with other PURCHASER(S) of Units in the Project shall join in forming and registering the Society to be known by such name as the VENDOR may decide and for the PURCHASER shall, for the purpose of formation of such Society, sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society, including the bye-laws of the proposed Society and duly fill in, sign and return to the VENDOR within seven days of the same being forwarded by the VENDOR to the PURCHASER, so as to enable the VENDOR to register the Society. The PURCHASER shall not raise any objection if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The PURCHASER further agrees that he/she/it/they shall observe and follow the rules and regulations of the Society from time to time and shall regularly pay the common expenses and maintenance charges every month as well as any lump sum amount as may be decided by the Society for operation and maintenance of common facilities and amenities of the Project.

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

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

The PURCHASER shall bear any GST or any tax payable on the abovementioned amounts. The abovementioned Maintenance deposit shall be transferred by the VENDOR in the name of the Society as and when it is formed and functional. The VENDOR shall not pay any interest on the aforesaid amount. The Maintenance charges collected by the VENDOR shall be utilized by the VENDOR for the common expenses of the Project and for the maintenance of common amenities and up-keep of common areas and facilities. The balance amount of maintenance charges shall be transferred by the VENDOR without any interest to the Society as and when the Society takes over the maintenance of the Project.

3.3 The PURCHASER hereby agrees that he/she/it/they shall also be liable to pay to the VENDOR, the PURCHASER's share of stamp duty and registration fees payable for transfer of project land and/or title in common areas (as defined under the Act) in the Project in favour of the Society. If the PURCHASER fails to pay such amount, then the VENDOR shall be entitled to deduct the proportionate amount from the Monthly Maintenance / Maintenance Deposit paid by the PURCHASER to the Society.

3.4 Over and above the amounts mentioned in the agreement to be paid by the PURCHASER, the PURCHASER shall on or before delivery of possession of the said Unit shall pay to the VENDOR or Society such proportionate share of the outgoings as may be determined by the VENDOR and which are not covered in any other provisions of this agreement.

3.5 The PURCHASER shall, prior to the execution of Sale Deed, be liable to pay all other Charges mentioned in clause 3 within 7 days upon intimation/Notice by the VENDOR of the liability to pay such amount.

4. POSSESSION AND CONVEYANCE DEED:

4.1 The VENDOR shall complete the Project and obtain Building Use Permission on or before 31-08-2018, subject to Force Majeure conditions.

4.2 "Force Majeure" shall mean any event or combination of events or circumstances beyond the control of the VENDOR which cannot (a) by the exercise of reasonable diligence or (b) despite the adoption of reasonable prevention and/or alternative measures, be prevented or caused to be prevented and which adversely affects the VENDOR's ability to perform its obligations under this Agreement, which shall include but not be limited to:

(i) Act of God e.g. fire, drought, flood, earthquake, epidemics, natural disasters; or

(ii) Explosions or accidents, air crashes, act of terrorism; or

(iii) Strikes or lock outs, industrial disputes; or

(iv) Non-availability of cement, steel or other construction material due to strikes of manufactures, suppliers, transporters, shortage of labour or other intermediaries or due to any reason whatsoever; or

(v) War and hostilities of war, riots, bandh or civil commotion; or

(vi) The amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Government Authority that prevents or restricted VENDOR from complying with any or all the terms and conditions as agreed under this Agreement; or

(vii) Any legislation order or rule or regulation made or issued by the Govt. or any other authority or, if any competent authority(ies) refuses, delays withholds, denies the grant of necessary approvals for the said building / said Project or; if any matters, issues relating to such approvals, permissions, notices, notifications, by the competent authority(ies) become subject matter any suit / writ before a competent court or; for any reason whatsoever; or

(viii) Any event or circumstances analogous to the foregoing.

4.3 Upon receipt of the Building Use Permission, the VENDOR shall send a Notice to the PURCHASER requiring him to make payment of all outstanding amounts payable under this Agreement within 7 days of receipt of Notice and upon such payment being made, the VENDOR shall handover possession of the said Unit to the PURCHASER simultaneously upon execution and registration of conveyance/sale deed of said Unit in favour of the PURCHASER.

4.4 The PURCHASER shall take possession of the Unit within 15 days of the receipt of written notice from the VENDOR to the PURCHASER intimating that the said Apartment is ready for use and occupancy. The PURCHASER shall execute necessary sale/conveyance deed and other documentation as may be drafted by the VENDOR’s Advocate / Solicitor. In case the PURCHASER fails to take possession within 15 days of the receipt of written notice from the VENDOR to the PURCHASER intimating that the said Unit is ready for use and occupancy, the PURCHASER shall pay “Holding Charges” as may be fixed by the VENDOR and shall continue to be liable to pay maintenance charges, municipal taxes, proportionate land revenue, water taxes, electricity charges etc. as applicable.

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

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

5. DELAY INTEREST AND TERMINATION:

5.1 If the VENDOR fails to abide by the time schedule for completing the Project and handing over the Unit to the PURCHASER, except in Force Majeure condition, then the VENDOR agrees to pay to the PURCHASER who does not intend to withdraw, interest @ 6% per annum, on all the amounts paid by the PURCHASER, for every month of delay, till the date of obtaining the Building Use Permission of the Project.

5.2 The PURCHASER shall have a right to cancel this Agreement for Sale and withdraw from the Project if the VENDOR fails to complete the Project within the time limit mentioned hereinabove (except delay due to Force Majeure conditions) and only in such circumstance, the VENDOR shall repay all amounts paid by the PURCHASER along with interest @ 6% per annum calculated from the date of receipt of each installment. Other than this the PURCHASER shall not have any right to withdraw from or cancel this Agreement for sale.

5.3 If the PURCHASER makes any delay in payment of any installment of Purchase Consideration and/or makes delay in payment of any other amounts payable under this Agreement, then notwithstanding or without prejudice to the VENDOR's right of termination of this Agreement, the PURCHASER shall be liable to pay interest @ 6% per annum on all delayed payments from the date on which the amount became due and payable under this Agreement till the date it is actually paid. The VENDOR shall, under such circumstances, be entitled to withhold the delivery of possession of the Property to the PURCHASER until entire dues are not paid by the PURCHASER.

5.4 Without prejudice to the VENDOR's right to demand interest for delayed payments from the PURCHASER as stated in clause 5.3, the VENDOR shall also be entitled to terminate this Agreement unilaterally if the PURCHASER commits defaults in payment of any amount (including payment of any taxes, interest) due and payable by the PURCHASER to the VENDOR under this Agreement and any such amount along with interest remains unpaid for a period of 2 (two) months from the date on which such amount (including interest) became due and payable.

Provided that, VENDOR shall give notice of fifteen days in writing to the PURCHASER, by Registered Post AD / Courier at the address provided by the PURCHASER and/or mail at the e-mail address provided by the PURCHASER, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the PURCHASER fails to rectify the breach or breaches mentioned by the VENDOR within the period of notice then at the end of such notice period, VENDOR shall be entitled to terminate this Agreement. The VENDOR may record the termination / cancellation of this Agreement by preparing a Memorandum of Termination / Cancellation and execute the same and/or get it registered with the appropriate Sub Registrar and with any other concerned authority under the applicable laws. Such Memorandum of Termination / Cancellation shall be binding upon the PURCHASER with the same spirit and intention as if such Memorandum was executed by the PURCHASER. The cost, charges and expenses incurred relating to the same by the VENDOR shall be to the account of the PURCHASER and the PURCHASER shall be liable to pay and reimburse the same immediately on demand by the VENDOR.

Provided further that upon such termination of this Agreement by the VENDOR, the VENDOR shall be entitled to deduct as liquidated damages, 50% of the total Purchase Consideration from the amount received from the PURCHASER. If the installments of Purchase Consideration paid till then by PURCHASER are less than 50% of the Purchase Consideration, then PURCHASER shall be required to pay to VENDOR, and VENDOR will be entitled to recover the balance amount from the PURCHASER and PURCHASER shall pay the same to VENDOR within a period of 30 days of termination. Any refund of money due to the PURCHASER after deductions as per above shall be made by the VENDOR within 30 days from such termination.

Provided further that upon such termination of this Agreement by the VENDOR, the PURCHASER shall not be entitled to claim any right title or interest in the said Unit / Property and the VENDOR shall be entitled to sell or in any other manner transfer or dispose-off the said Apartment/property to any third party/(ies) or such person(s) in such manner and at such terms and conditions as may be deemed fit and proper by the VENDOR in its absolute discretion without any reference to and/or consent or concurrence of the PURCHASER.

6. REPRESENTATIONS AND WARRANTIES OF THE VENDOR:

6.1 The VENDOR has clear and marketable title with respect to the Project Land and the VENDOR has the requisite permissions from local authorities to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project.

6.2 The Vendor has not obtained any financial assistance in form of Project Loan on the said Project of “Gala Empire” Scheme and has not created any charge of any lender. However, some of the purchaser/s of unit/s in the said Gala Empire Scheme have taken finance / loan on his/her/their unit/s in the scheme.

6.3 The Vendor states that the said land free from all encumbrances, however in respect of the said land, following civil suites / litigations are filed in Mirzapur Court (Rural) Ahmedabad and same are pending.

(i) Case No.354/15
(ii) Case No.1130/11

No stay and/or injunction restraining the Vendor from developing the Project Land has been given by the Court in any of the above civil litigation.

6.4 The VENDOR has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the said Unit which will, in any manner, affect the rights of PURCHASER under this Agreement.

6.5 The VENDOR has duly paid and shall continue to pay and discharge governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the time Building Use Permission is not obtained.

6.6 No notice from the Government or any other local body for acquisition or requisition has been received or served upon the VENDOR in respect of the Project Land and/or the Project.

6.7 The VENDOR shall provide the fixtures and fittings with regard to the flooring, sanitary fittings, lifts, etc. as set out in Annexure C, annexed hereto. It is to be noted that the said specifications are subject to change due to reasons beyond the control of the VENDOR. Also the specifications as mentioned in the annexure are basic in nature and there may be some changes in the colour, design, pattern, texture etc.

6.8 The VENDOR has provided vehicle parking spaces in the Project as per the provisions of the prevalent General Development Control Regulations. It has been agreed between the Parties that the Society shall allot such parking spaces to each of the Unit PURCHASERs/occupiers in such a manner that no injustice is done to any Unit PURCHASERs/occupiers and all PURCHASERs/occupiers are treated at par. The Society shall make the most efficient use of the provided parking area so as to maximize the number of parking slots available for parking of cars and if permissible the Society may use other open areas or marginal areas for allotment of parking spaces to the occupiers of the Project. The location (Basement or open) of parking space being allotted to the PURCHASER shall be at the discretion of the Society and the PURCHASER shall not raise any dispute in this regards.

6.9 If within a period of five years from date of Building Use Permission, the PURCHASER brings to the notice of the VENDOR any structural defect in the Unit or the building in which the Unit is located or any defects on account of workmanship, quality or provision of service, then wherever possible such defects shall be rectified by the VENDOR at its own cost and in case it is not possible to rectify such defects, then the PURCHASER shall be entitled to receive from the VENDOR, compensation equal to cost to cure / rectify such defect. Provided that the VENDOR shall not be liable to rectify any defect or for payment of any compensation in the following cases:

a. If the cause of any such defect is not attributable to the VENDOR or are beyond the control of the VENDOR; or

b. In case of natural wear and tear and damage resulting from rough handling, improper use or unauthorized modification; or

c. VENDOR shall not be liable to the extent of any inherent permissible variation and tolerances in shapes, size, thickness or color variation of various natural or factory made products which are not considered as defect by the manufacturers or the supplier; or

d. In case where guarantees and warrantees are provided by the third parties, the same shall be extended to the PURCHASER and to honour such warrantees and guarantees shall be at the sole discretion of the third party providing the same. Further where the manufacturer guarantee/warranty as provided by the third party ends before the defects liability period and such warranties are covered under the maintenance of the said unit / building, and if the annual maintenance contracts or applicable licenses are not done/renewed by the PURCHASER/Society, the VENDOR shall not be responsible for any defects occurring due to the same.; or

e. If the PURCHASER has defaulted in any of its representations or warranties as mentioned in clause-7 of this Agreement.

f. The Society or the PURCHASER has not adhered to maintenance schedule and operating manual as prescribed by the manufacturer/VENDOR.

g. The PURCHASER has carried out any alterations of any nature in the said Unit which shall include but not be limited to alterations in columns, beams etc. or in the fittings therein, pipes, water supply connections or any erection or alteration in the bathroom, toilet etc. If any of such work/s is/are carried out then the defect liability automatically shall become void.

6.10 As per the provisions of the said Act, the VENDOR shall transfer the title of the common areas in the Project to the Society and shall handover peaceful possession of the same to the Society.

7. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PURCHASER:

7.1 The PURCHASER shall regularly pay all amounts (including interest) payable under this Agreement.

7.2 The PURCHASER shall use the said Unit or any part thereof or permit the same to be used only for commercial purpose. The PURCHASER shall use the parking space only for purpose of keeping or parking passenger vehicle.

7.3 Within 15 days after notice in writing is given by the VENDOR to the PURCHASER that the Unit is ready for use and occupancy, the PURCHASER shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Unit) of outgoings in respect of the Project Land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land and Project. Unit the Society is formed, the PURCHASER shall pay to the VENDOR such proportionate share of outgoings as may be determined. The amounts so paid by the PURCHASER to the VENDOR shall not carry any interest and remain with the VENDOR until the same is transferred to the Society as aforesaid.

7.4 The PURCHASER agree that though they shall become free, independent and absolute owners of the said Unit, the said Apartment shall be used, occupied and transferred by them as per rules and regulations that shall be framed by said Society.

7.5 The PURCHASER is aware that the other units situated in the Project shall be transferred to other PURCHASERs in future, and agreements and Sale deeds/ Conveyance Deed will be made in favour of such other PURCHASERs. The PURCHASER is also aware that all other owners shall also be entitled to use and enjoy the common facilities and they also shall have undivided interest therein. It is agreed that the PURCHASER will be entitled to use and enjoy the undivided common facilities only after and upon payment of necessary charges/fees and by becoming member of proposed Society.

7.6 To maintain the Unit at the PURCHASER's own cost in good and tenantable 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.

7.7 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 Apartment is situated, including entrances of the building in which the Unit is situated and in case any damage is caused to the building in which the Unit is situated or the Unit on account of negligence or default of the PURCHASER in this behalf, the PURCHASER shall be liable for the consequences of the breach.

7.8 The PURCHASER shall at his own cost carry out 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 VENDOR to the PURCHASER and shall not do or suffer to be done anything in or to the building 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 PURCHASER committing any act in contravention of the above provision, the PURCHASER shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

7.9 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 in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the 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 VENDOR and/or the Society.

7.10 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the building in which the Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

7.11 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the project land and the building in which the Unit is situated.

7.12 The PURCHASER shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Unit until all the dues payable by the PURCHASER to the VENDOR under this Agreement are fully paid up and without the prior written consent of the VENDOR.

7.13 The PURCHASER shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the 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 PURCHASER shall also observe and perform all the stipulations and conditions laid down by the Society 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.

7.14 The PURCHASER shall permit the VENDOR and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Unit or building or any part thereof to view and examine the state and condition thereof. The PURCHASER shall permit the VENDOR and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

7.15 The PURCHASER does not get any right, title or interest in the said Unit by virtue of this Agreement for Sale. The titles of the said Unit shall be transferred to the PURCHASER only after payment of full and final consideration amount (including all aforesaid charges) and upon execution of final sale deed in favour of the PURCHASER. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Unit/Property or of the said Project Land and Building or any part thereof. The PURCHASER shall have no claim save and except in respect of apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, passages, staircases, common terraces, common amenities, facilities and areas, will remain the property of the VENDOR until the same is transferred as hereinbefore mentioned.

7.16 The residual or unutilized or additional FSI with respect to the said Project Land shall always belong to the VENDOR. The VENDOR alone shall be entitled to use the residual or unutilized or additional FSI on the said Project Land by constructing additional floors/buildings or the VENDOR may use such residual or unutilized or additional FSI at any other location or the VENDOR may sell or in any other manner transfer such residual or unutilized or additional FSI to any third party. It is also agreed by the PURCHASER that even after the Society has been formed with respect to the said Project, the VENDOR alone shall be entitled to retain full right and authority to use or sell such residual or unutilized or additional FSI.

7.17 The PURCHASER hereby acknowledges that even after the Society has been formed with respect to the said Project, the VENDOR shall be entitled to sell or in any other manner transfer the un-sold unit(s) in the said Project to any third party on such terms and conditions as it may deem fit and such PURCHASER/transferee of un-sold units shall be entitled to become member of the Society and use all common areas and facilities in the Project at par with other unit PURCHASERs /occupiers.

7.18 The Purchaser/s hereby agree that he/she/they shall not have any objection if any portion of the said Project Land is handed over to the company providing electric supply for putting an electric sub-station and the Vendor shall be entitled to give such part of the land to the said company or any other body for such purpose on such terms and conditions as may be agreed between the Vendor and the said company and the same shall be binding on the Purchasers and the Society.

7.19 The approved layout/plans shown to the PURCHASER at the time of signing of this Agreement is subject to change / variation / modification by VENDOR. The PURCHASER accepts that the layout/plans shown to him/her at the time of signing of this Agreement can be changed, modified, varied by the VENDOR from time to time in absolute discretion of the VENDOR for any reasons whatsoever including the reason of market conditions, market demand and / or requirements of Development Control Regulations. The PURCHASER has also been given the Brochure of the Project which also describes the Project. However, the said Brochure is only for illustrative purposes and is not to be construed as a binding legal document. The images shown in the brochure are computer stimulated representations and are subject to error and omissions. The furniture and fixtures shown in the brochure are only for illustrative purpose and do not form a part of the standard product. The VENDOR reserves the right to make changes/alterations in the actual construction at site or in specifications or amenities of the Project as may be suggested by the Architect or Engineer of the Project. It is agreed by the PURCHASER that the VENDOR shall also be entitled to carry out any change / modification and / or variation in the approved layout in any other manner as may be required by the VENDOR for consumption of full FSI available from time to time. The PURCHASER hereby gives his irrevocable consent for any change/modification/variation in the layout/plans/amenities/specifications of the Project and the PURCHASER waives his right to inspect/demand inspection of any such change/modification/variation, provided such changes or modifications in layout/plans do not adversely affect or alter the said Property.

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

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

7.22 The Vendor have informed the Purchaser and the Purchaser hereby agree and confirm that the Vendor shall not be liable to pay maintenance and all other charges of any nature whatsoever of the unsold Units, however they shall be liable to pay their share of Municipal Taxes only relating to the unsold Units. The Purchaser and/or the Society shall not call upon the Vendor, to pay maintenance and/or any other charges of the unsold Units. It is further agreed that the Vendor shall pay directly, Municipal Taxes if any, of the unsold Units, to the Municipal Corporation of Ahmedabad or in the case of the said corporation issuing a joint bill, the Purchaser or the said organization shall intimate the Vendor on receipt of such bill for Municipal Taxes in writing requesting them, to pay Municipal Taxes or the unsold Units which shall be paid by the Vendor.

7.23 It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold/remaining units and car parking spaces after allotting the Units and car parking spaces to the purchasers etc. shall at all times, including after the formation and registration of the Society and/or after the conveyance/transfer of the project land / common areas be and remain the absolute Property of the Vendor and the Vendor at their sole discretion may become member/s of the Society in respect thereof.

7.24 The Vendor shall have full right, absolute power and authority and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose off the unsold Units in any manner and at any point of time for such consideration and on such terms and conditions as they may in their sole and absolute discretion deem fit and proper; to any person or party of their choice and neither the Purchaser herein, nor the Society shall object or dispute the same.

7.25 On the Vendor intimating to the Society of the name or the names of the Purchasers of such unsold Units, the Society shall forthwith accept and admit such Purchasers as their members and/or shareholders and shall also allot parking slot to such Purchaser/s and shall forthwith issue share certificate and other necessary documents in their favour, without raising any dispute or objection to the same and without charging/recovering from them any fees, donation, contribution or any other amount of whatsoever nature in respect thereof.

7.26 In the event of the Society being formed and registered before the sale and disposal by the Vendor of all the Units in the said Project to be developed on the Project of land, the power and authority of the Society shall be subject to the overall authority and control of the Vendor over any of the matters concerning the said Project, the construction and completion thereof and all amenities appertaining to the same and in particular the Vendor shall have absolute authority and control as regards the unsold Units and the disposal thereof. The Society shall be liable to admit Purchaser of such Units as its members without asking any transfer fee or amount save and except entrance fees, share application money and security deposit for maintenance charge like other Purchasers.

7.27 The PURCHASER represent that they have read and understood and are completely satisfied with the specifications, plans, lay out, broachers, approvals, title of the said Project Land and the said Property, price and the manner in which the VENDOR proposes to develop the said Property.

7.28 The PURCHASER will have to bear any Betterment charges or AMC/AUDA/Government related charges/levies and deposits / charges for drainage or water or gas / utility connections and any town planning related charges that may come up in the future from time to time before or after the Sale Deed.

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

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

8. BINDING EFFECT

Forwarding this Agreement to the PURCHASER by the VENDOR does not create a binding obligation on the part of the VENDOR or the PURCHASER until, firstly, the PURCHASER signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 15 (fifteen) days from the date of receipt by the PURCHASER and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the VENDOR. If the PURCHASER fails to execute and deliver to the VENDOR this Agreement within 15 (Fifteen) days from the date of its receipt by the PURCHASER and/or appear before the Sub-Registrar for its registration as and when intimated by the VENDOR, then the VENDOR shall serve a notice to the PURCHASER for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the PURCHASER, application of the PURCHASER shall be treated as cancelled and all sums deposited by the PURCHASER in connection therewith including the booking amount shall be returned to the PURCHASER without any interest after deducting an amount of Rs.5,00,000/- or 5% of the total purchase price, whichever is less, as administrative charges.

9. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

10. RIGHT TO AMEND

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

11. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent PURCHASERs of the Apartment, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

12. SEVERABILITY

The Model form of Agreement for Sale proposed by the Government of Gujarat under the Rules framed by it under the said Act has been modified to incorporate the agreement and terms agreed upon between the VENDOR and PURCHASER, being this Agreement. The parties hereto accept the same. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

13. NOTICES

That all notices to be served on the PURCHASER 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/or notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of PURCHASER:
PURCHASER's Address:
Notified Email ID:

M/s VENDOR name:
VENDOR Address:
Notified 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.

14. JOINT PURCHASERS

That in case there are Joint PURCHASERs all communications shall be sent by the VENDOR to the PURCHASER whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the PURCHASERs.

15. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts at Ahmedabad will have the jurisdiction for this Agreement

16. STAMP DUTY AND REGISTRATION FEES:

The expenses for Stamp Duty, Additional Stamp Duty, Registration Fees, other applicable government taxes, Miscellaneous expenses, etc in respect of this Agreement for Sale and deed of Conveyance shall be borne by the **PURCHASER** alone. Further if the said agreement is required to be cancelled in any manner then all the expenses for the same shall also be borne by the **PURCHASER** only.

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

SCHEDULE – I
(Description of Project Land)

All that piece or parcel of freehold non-agriculture land situate, lying and being at Opp. T. V. Tower, Drive-In-Road, Ahmedabad forming part of Mouje : Thaltej of Ghatlodia Taluka in the Registration District and Sub-District of Ahmedabad-9 (Bopal) and forming part of Final Plot No.113 of Town Planning Scheme No.2 (Thaltej) admeasuring 5788 Sq.Mtrs. orthereabouts and the said land is bounded as follows :

On the East by : Open AES Plot
On the West by : Status Tower
On the North by : 7.50 Mtr. Wide Road
On the South by : 30.00 Mtr. T. P. Road

SCHEDULE-II
(Description of said Property hereby sold)

All that **Property** of **SHOP / OFFICE** bearing No._____ admeasuring ________ Sq.Feet Super built up area situated on the ______ **Floor** of a commercial building Type-A (Gala Empire Project) (which is being developed / constructed on the Project Land, described in Schedule-I herein) having a carpet area (as defined under the Act) of ________ sq meters.

<u>SCHEDULE – III</u>
(Description of Common Areas and Facilities)

- ______________________
- ______________________
- ______________________
- ______________________
- ______________________
- _______________________

<u>ANNEXURE–A</u>
RERA REGISTRATION CERTIFICATE

<u>ANNEXURE–B</u>
UNIT AREA PLAN

<u>ANNEXURE–C</u>
DETAILS OF SPECIFICATIONS

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

SIGNED SEALED AND DELIVERED by the withinnamed **VENDOR** M/S. GALA PROJECTS LLP. by and through its Authorized / Designated Partner of Mr. ________ __________________, in the presence of :-

----

1. ______________________

2. ______________________

SIGNED SEALED AND DELIVERED by the withinnamed **PURCHASER**
(1) _____________________________
and (2) _________________________,
in the presence of :-

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1. ______________________

2. ______________________

RECEIVED of and from the withinnamed **Purchaser** ________ ______________________________, a sum of Rs.________________ (Rupees ________________________ only) paid on or before execution of these presents by the **Purchaser** to the Vendor being the earnest money / advance of these presents in the presence of:-

Rs._________________

1. _______________________

2. _______________________

I SAY RECEIVED
For, M/S. GALA PROJECT LLP.

Authorized Partner / Designated
(VENDOR)