

DRAFT OF AGREEMENT FOR SALE WITHOUT POSSESSION

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

BETWEEN

Party of the First Part :

(Land owner) **APPLEWOODS ESTATE PRIVATE LIMITED**, a private company through its authorised signatory Shri Chirag Hasmukhlal Shah, Age - 40 years, By Religion & Caste - Hindu, Occupation - Service, Address :- 10th Floor, Commerce House-4, 100 Feet Road, Prahladnagar, Satellite, Ahmedabad.

(Hereinafter referred in this agreement for sale as **Land owner / First party / Seller**, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the legal representatives, executors, administrators, successors and assigns etc. of the Party of the First Part.)

Party of the Second Part:

(Developer)

GOYAL SAFAL DEVELOPERS, a Partnership Firm having its registered office at :- 10th Floor, Commerce House-4, 100 Feet Road, Prahladnagar, Satellite, Ahmedabad. through its authorised signatory Chirag Hasmukhlal Shah, Age - 40 years, By Religion & Caste - Hindu, Occupation - Service, Address :- 10th Floor, Commerce House-4, 100 Feet Road, Prahladnagar, Satellite, Ahmedabad.

(Hereinafter referred in this agreement for sale as **Developer / Second party**, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the legal representatives, executors, administrators, successors and assigns etc. of the Party of the Second Part.)

Party of the Third Part :

(Purchaser)

1. _____

Age - adult, Occupation - Service / Business,

2. _____

Age - adult, Occupation - Service / Business,

Residing at :- _____

(Hereinafter referred in this agreement for sale as **Third Party / Purchaser**, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said **PURCHASER**, and his heirs, agents, administrators successors, legal representatives and assigns.)

WHEREAS;

1. The **Land Owner** herein is the absolute owner of and sufficiently entitled to the piece or parcel of the Non Agricultural land of Survey Nos.325, 326/1, 326/2, 327, 328, 329, 330, 331/1 + 2, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 344, 345/1, 346/1, 346/2, 349 & 350 totally admeasuring about 230267 sq.mtrs of MOUJE: SARKHEJ, Taluka : Vejalpur (Old Taluka: Ahmedabad City West), in the Registration District of Ahmedabad and Sub District of Ahmedabad-4 (Paldi) and land of Survey No.111, 112, 113, 114, 115, 116, 117/C, 118/paiki, 119, 120, 121/A, 128, 130, 131 & 132 totally admeasuring about 281440 sq.mtrs of MOUJE: SANATHAL, Taluka : Sanand, in the Registration District of Ahmedabad and Sub District of Sanand and hereinafter referred to as the "**Township land**".
2. The said Township land bearing above stated survey numbers was purchased and acquired by Applewoods Estate Private Limited from different land owners by various Sale Deeds duly registered at the Office of sub Registrar at Ahmedabad-4 (Paldi) and Sanand respectively.
3. The **Land Owner** has got in-principle permission from the Government of Gujarat for the proposed development of a Residential Township on the said Township

land by virtue of Order bearing Ref. No. PRCH-102010-3013-B(Applewood)-L dated 28-05-2010 sanctioned by the Section officer, Urban Development and Urban Housing Department. By the virtue of the said Order the **Land Owner** has floated a Township Scheme in the name and style of “**Applewoods Township**”.

4. The **Developer** had approached the **Land Owner / Seller** to develop a part of said **Township Land** admeasuring about 82,200 sq. mtrs. In this respect a Co-Development Agreement dated 11-05-2011 registered before the Sub-Registrar of Ahmedabad-4 (Paldi) at serial no. 5742 dated 11-05-2011 was executed between Applewoods Estate Private Limited and Goyal Safal Developers, whereby the **Land Owner** appointed Goyal Safal Developers as a co-developer for Applewoods Township and entrusted the development and construction work to the Developer for a part of said **Township Land** admeasuring about 82,200 sq. mtrs. and shall be hereinafter referred to as the said “**Co-Development Land**” AND more particularly described in PART A of Schedule I hereunder written.
5. AND WHEREAS the plans for construction on the said Township Land are approved by Senior Town Planner, Ahmedabad Urban Development Authority vide Development Permission bearing PRM/124/4/2015/R1/557 dated 23-10-2015.
6. That as per the approved plans, a Residential Apartment Project named “**Orchid Heaven**” (hereinafter referred to as said “**Project**” / “**Scheme**”) in “**Applewoods Township**”, is being developed by the **Developer** on the land bearing Survey no. 339 paiki admeasuring 274 sq mtrs., Survey no 340 paiki admeasuring 11157 sq. mtrs, Survey no 342 paiki admeasuring 6235 sq mtrs and Survey no 341 paiki admeasuring 491 sq. mtrs respectively totally admeasuring 18157 sq. mtrs of MOUJE: SARKHEJ, Taluka : Vejalpur (Old Taluka: Ahmedabad City West), in the Registration District of Ahmedabad and Sub District of Ahmedabad-4 (Paldi) and hereinafter referred to as “**said Project Land**”, being a part of said **Co-Development Land** AND more particularly described in PART B of Schedule I written hereunder. The said Project construction detail is as per the Development Permission issued by designated authority attached herewith as **Annexure - A**.
7. That the Non Agricultural Use Permission for residential purpose for the said Project Land has been granted by the Deputy Collector Ahmedabad vide his various orders.

8. AND WHEREAS the DEVELOPER has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the said “Act”) and the Gujarat Real Estate (Regulation and Development) (General) Rules, 2017 (hereinafter referred to as the said “Rules”) with the Real Estate Regulatory Authority at Ahmedabad (hereinafter referred to as the said “Authority”) and the said Authority has issued a Registration Certificate of Project dated _____ bearing reference no. _____. A copy of the said Registration Certificate is annexed herewith at **Annexure - B**.
9. In the said project known as “ORCHID HEAVEN”, the PURCHASER herein has expressed their desire for purchasing a residential apartment and the DEVELOPER has agreed to sell Unit No. _____, situated on _____ floor of _____ Block and admeasuring _____ sq. feet of super built-up area approximately, hereinafter referred to as the “**said Property / Apartment**” 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 and other appurtenant areas (meant for exclusive use of the PURCHASER) to the said Property is as follows:

Unit No	Carpet Area Sq mtr	Balcony Area Sq mtr	Wash Balcony Area Sq Mtr	Terrace 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.

10. AND WHEREAS, prior to the execution of this Agreement for Sale, the DEVELOPER has given to the PURCHASER copies of all the title documents relating to the Project Land, Co-Development Agreement, 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 LAND OWNER/ DEVELOPER with respect to the said Project Land on which the Project "ORCHID HEAVEN" is being constructed and regarding the permissions obtained by the LAND OWNER/ DEVELOPER 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 **DEVELOPER** with the said Authority and is satisfied with the same.

11. The DEVELOPER and PURCHASER have negotiated for the sale of the said Apartment belonging to the DEVELOPER and more particularly described in the Schedule II written hereunder and as a result thereof, the DEVELOPER has agreed to sell and the PURCHASER has agreed to purchase the said Apartment 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 APARTMENT AND PAYMENT OF PURCHASE CONSIDERATION:

- 2.1 The PURCHASER is/are desirous of purchasing and acquiring from the DEVELOPER, on what is commonly known as 'ownership basis', an Apartment bearing no. ____, situated on the ____ Floor of ____ Block having Carpet Area of _____ Sq. Mtrs., together with use and exclusive possession of:

- (i) Balcony area admeasuring _____ sq. mtrs.
- (ii) Wash Balcony area admeasuring _____ sq. mtrs
- (iii) Terrace Area admeasuring _____sq.mtrs

(Hereinafter referred to as the said "Attached Area")

in the Project known as "**ORCHID HEAVEN**" situated on the said Project Land for the consideration and on the terms and conditions herein contained. The said Apartment and said Attached Area to the said Apartment are shown in red colour boundary line in the floor plan being **Annexure - C** annexed hereto.

- 2.2 In consideration of the DEVELOPER, having agreed to sell and the PURCHASER having agreed to purchase the said Apartment and the Attached area to the said

Apartment, the PURCHASER shall pay to the DEVELOPER 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 Apartment and includes price for the said Attached Area meant for exclusive use of the PURCHASER and 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 DEVELOPER, 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 DEVELOPER (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 DEVELOPER 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 Apartment 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 Apartment to the PURCHASER or the transaction contemplated herein shall be borne and paid by the PURCHASER or reimbursed by the PURCHASER within 7 days of demand raised by way of Notice by the DEVELOPER to the PURCHASER.

- 2.6 The PURCHASER 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 DEVELOPER) demanded by the PURCHASER in the said Property. The DEVELOPER undertakes and agrees that while raising a demand on the PURCHASER for increase in development charges, cost, or levies imposed by the competent authorities etc., the DEVELOPER shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the PURCHASER.
- 2.7 The PURCHASER shall pay to the DEVELOPER the installments of Purchase Consideration mentioned herein above 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 DEVELOPER 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 DEVELOPER 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 DEVELOPER to enforce default remedies as set out hereunder.
- 2.9 The PURCHASER authorizes the DEVELOPER to adjust/appropriate all payments made by the PURCHASER under any head(s) and in any order as the DEVELOPER 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 DEVELOPER to enforce default remedies as provided herein or seek the remedies under the said Act or under any other laws.
- 2.11 The DEVELOPER shall confirm the final carpet area of the Apartment that has been agreed to be purchased by the PURCHASER after the construction of the Building or Block in which the Apartment 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 Apartment is more than 3% then the Purchase Consideration payable for the carpet area shall be recalculated upon confirmation by the DEVELOPER. If there is any reduction in the carpet area of more than 3%, then DEVELOPER 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 Apartment then the DEVELOPER shall demand additional amount from the PURCHASER as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2.2 of this Agreement.
3. OTHER CHARGES PAYABLE BY THE PURCHASER:
- 3.1 a) The DEVELOPER shall form a Society or Association or Company (hereinafter referred to as "Management Body") 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 Apartments in the Project shall join in forming and registering the Management Body to be known by such name as the DEVELOPER may decide. The PURCHASER hereby undertakes to become a member of said Management Body as and when it is formed by purchasing necessary shares and the PURCHASER shall, for the purpose of formation of such Management Body, sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Management Body, including the bye-laws of the proposed Management Body and duly fill in, sign and return to the DEVELOPER within seven days of the same being forwarded by the DEVELOPER to the PURCHASER, so as to enable the DEVELOPER to register the Management Body. 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 Management Body 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 said management body for operation and maintenance of common facilities and amenities of the Project.

b) In addition to the above, the LAND OWNER has also formed a maintenance body for the overall maintenance and management of the infrastructure, common facilities and common areas of the entire Township ('Township Management Body'). The PURCHASER, if directed by the DEVELOPER to do so, hereby undertakes to become a member of said Township Management Body either by purchasing necessary shares or in such manner that may be directed by the DEVELOPER and agrees to pay necessary contribution towards monthly maintenance charges as well as any lump sum deposit / amount as may be decided by the LAND OWNER or the Township Management Body. Such charges or deposits shall be paid by the PURCHASER to the said Township Management Body or to the LAND OWNER/DEVELOPER. The PURCHASER hereby agrees to abide by all the rules and regulations of the said Township Management Body and comply with all the terms and conditions of the Township Order.

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. _____/-	Towards Project Maintenance Deposit
2.	Rs. _____/-	Towards Project Monthly running Maintenance charges
3.	Rs. _____/-	Towards Township Maintenance Deposit
4	Rs. _____/-	Towards Township Monthly running Maintenance charges
	Total:	

The PURCHASER shall bear any GST or any tax payable on the abovementioned amounts. The abovementioned Maintenance deposit pertaining to project Management Body shall be transferred by the DEVELOPER in the name of the Management Body as and when it is formed and functional. The DEVELOPER shall not pay any interest on the aforesaid amount. The Maintenance charges collected by the DEVELOPER shall be utilized by the DEVELOPER 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 DEVELOPER without any interest to the Management Body as and when the Management Body 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 DEVELOPER, 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 Management Body. If the PURCHASER fails to pay such amount, then the DEVELOPER shall be entitled to deduct the proportionate amount from the Monthly Maintenance/Maintenance Deposit paid by the PURCHASER to the Management Body.
- 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 Apartment shall pay to the DEVELOPER or Management Body such proportionate share of the outgoings as may be determined by the LAND OWNER / DEVELOPER 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 LAND OWNER / DEVELOPER of the liability to pay such amount.
- 3.6 It is expressly agreed between the Parties and the PURCHASER hereby agrees and confirms that the DEVELOPER shall not be liable to pay maintenance and all other charges of any nature whatsoever on the unsold units in the said Project.
4. POSSESSION AND CONVEYANCE DEED:
 - 4.1 The DEVELOPER shall complete the Project and obtain Building Use Permission on or before 31.03.2021, subject to Force Majeure conditions.

- 4.2 “Force Majeure” shall mean any event or combination of events or circumstances beyond the control of the DEVELOPER 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 DEVELOPER’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 DEVELOPER 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 DEVELOPER 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 DEVELOPER shall handover possession of the said Apartment to the PURCHASER simultaneously upon execution and registration of conveyance/sale deed of said Apartment in favour of the PURCHASER.
- 4.4 The PURCHASER shall take possession of the Apartment within 15 days of the receipt of written notice from the DEVELOPER 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 DEVELOPER's Advocate / Solicitor. In case the PURCHASER fails to take possession within 15 days of the receipt of written notice from the DEVELOPER to the PURCHASER intimating that the said Apartment is ready for use and occupancy, the PURCHASER shall pay "Holding Charges" as may be fixed by the DEVELOPER 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 DEVELOPER'S demand against possession to be given by the DEVELOPER to PURCHASER as per applicable clauses of this Agreement.

5. DELAY INTEREST AND TERMINATION:

5.1 If the DEVELOPER fails to abide by the time schedule for completing the Project and handing over the Apartment to the PURCHASER, except in Force Majeure condition, then the DEVELOPER 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 DEVELOPER fails to complete the Project within the time limit mentioned hereinabove (except delay due to Force Majeure conditions) and only in such circumstance, the DEVELOPER shall repay all amounts paid by the PURCHASER along with interest @ 6% per annum calculated from the date of receipt of each installment. It is agreed that upon refund of the said amount together with interest as stated hereinabove, the PURCHASER shall have no right, title, interest, claim, demand or dispute of any

nature whatsoever against the said Property in any manner whatsoever and the DEVELOPER shall be entitled to deal with or dispose of the said Property to any person or party as the DEVELOPER may desire at their absolute discretion. Other than as stated herein above, 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 DEVELOPER'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 DEVELOPER 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 DEVELOPER's right to demand interest for delayed payments from the PURCHASER as stated in clause 5.3, the DEVELOPER 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 DEVELOPER 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, DEVELOPER 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 DEVELOPER within the period of notice then at the end of such notice period, DEVELOPER shall be entitled to terminate this Agreement. The DEVELOPER 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 DEVELOPER 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 DEVELOPER.

Provided further that upon such termination of this Agreement by the DEVELOPER, the DEVELOPER 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 Consideration, then PURCHASER shall be required to pay to DEVELOPER, and DEVELOPER will be entitled to recover the balance amount from the PURCHASER and PURCHASER shall pay the same to DEVELOPER 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 DEVELOPER within 30 days from such termination.

Provided further that upon such termination of this Agreement by the DEVELOPER, the PURCHASER shall not be entitled to claim any right title or interest in the said Apartment/Property and the DEVELOPER 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 DEVELOPER in its absolute discretion without any reference to and/or consent or concurrence of the PURCHASER.

6. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:

- 6.1 The DEVELOPER has clear and marketable title with respect to the Project Land and the DEVELOPER 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 DEVELOPER assures the PURCHASER that the DEVELOPER has not obtained any loan from any financial institutions and it has not created any charge over the said Project Land except the charge in favour of AXIS BANK LTD for the loan taken from it by the DEVELOPER; as declared in the title report. The DEVELOPER shall obtain No Due Certificate / No objection Certificate from AXIS BANK LTD at the time of Sale Deed for the respective Unit.
- 6.3 There are no litigations pending before any Court of law with respect to the Project Land or Project except if any that may be disclosed in the title report.

- 6.4 The DEVELOPER has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the said Apartment which will, in any manner, affect the rights of PURCHASER under this Agreement.
- 6.5 The DEVELOPER 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 DEVELOPER in respect of the Project Land and/or the Project.
- 6.7 The DEVELOPER shall provide the fixtures and fittings with regard to the flooring, sanitary fittings, lifts, etc. as set out in Annexure D, annexed hereto. It is to be noted that the said specifications are subject to change due to reasons beyond the control of the DEVELOPER. 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 DEVELOPER 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 Management Body shall allot such parking spaces to each of the Apartment PURCHASERS/occupiers in such a manner that no injustice is done to any Apartment PURCHASERS/occupiers and all PURCHASERS/occupiers are treated at par. The Management Body 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 Management Body may use other open areas or marginal areas for allotment of parking spaces to the occupiers of the Project. The location (hollow plinth or basement or open) of parking space being allotted to the PURCHASER shall be at the discretion of the Management Body 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 DEVELOPER any structural defect in the Apartment or the building in which the Apartment is located or any defects on account of workmanship, quality or provision of service, then wherever possible such defects shall be rectified by the DEVELOPER 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 DEVELOPER, compensation equal to cost to cure / rectify such defect. Provided that the DEVELOPER 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 DEVELOPER or are beyond the control of the DEVELOPER; or
- b. In case of natural wear and tear and damage resulting from rough handling, improper use or unauthorized modification; or
- c. DEVELOPER 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 warranties are provided by the third parties, the same shall be extended to the PURCHASER and to honour such warranties 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/phase/wing, and if the annual maintenance contracts or applicable licenses are not done/renewed by the PURCHASER/Management Body, the DEVELOPER 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 Management Body or the PURCHASER has not adhered to maintenance schedule and operating manual as prescribed by the manufacturer/DEVELOPER.
- 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 and kitchen, 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 DEVELOPER shall transfer the title of the common areas in the Project to the Management Body and shall handover peaceful possession of the same to the Management Body.

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 Apartment or any part thereof or permit the same to be used only for residential 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 DEVELOPER to the PURCHASER that the Apartment 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 Apartment) of outgoings in respect of the Project Land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land and Project. Until the Management Body is formed, the PURCHASER shall pay to the DEVELOPER such proportionate share of outgoings as may be determined. The amounts so paid by the PURCHASER to the DEVELOPER shall not carry any interest and remain with the DEVELOPER until the same is transferred to the Management Body as aforesaid.
- 7.4 The PURCHASER agree that though they shall become free, independent and absolute owners of the said Apartment, the said Apartment shall be used, occupied and transferred by them as per rules and regulations that shall be framed by said Management Body.
- 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 Management Body.
- 7.6 To maintain the Apartment at the PURCHASER's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the

building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

- 7.7 Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account 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 Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the DEVELOPER to the PURCHASER and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the 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 Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment 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 Apartment without the prior written permission of the DEVELOPER and/or the Management Body.
- 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

Apartment 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 Apartment in the compound or any portion of the project land and the building in which the Apartment 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 Apartment until all the dues payable by the PURCHASER to the DEVELOPER under this Agreement are fully paid up and without the prior written consent of the DEVELOPER.
- 7.13 The PURCHASER shall observe and perform all the rules and regulations which the Management Body / Township Management Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The PURCHASER shall also observe and perform all the stipulations and conditions laid down by the Management Body / Township Management Body regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- 7.14 The PURCHASER shall permit the DEVELOPER and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Apartment or buildings or any part thereof to view and examine the state and condition thereof. The PURCHASER shall permit the DEVELOPER and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- 7.15 The PURCHASER does not get any right, title or interest in the said Property by virtue of this Agreement for Sale. The titles of the said Property 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 Apartment/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, staircases, terraces, common amenities, facilities and areas, will remain the property of the DEVELOPER until the same is transferred as hereinbefore mentioned.

- 7.16 The right and interest of the PURCHASER shall always be limited and restricted to use, occupy, possess and enjoy the Unit as it may be transferred by the DEVELOPER. The DEVELOPER shall be entitled to all present or future balance rights, interests, benefits, advantages, privileges, etc. of every nature, description and form whatsoever for use, exploit, develop, construct, etc. as may be permissible under the applicable building regulations and/or the plans, specifications, design, nature of development, etc., specially or generally, as may be prepared, revised and sanctioned from time to time. The residual or unutilized or additional FSI with respect to the said Project Land shall always belong to the DEVELOPER. The DEVELOPER 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 DEVELOPER may use such residual or unutilized or additional FSI at any other location or the DEVELOPER 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 Management Body has been formed with respect to the said Project, the DEVELOPER 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 Management Body has been formed with respect to the said Project, the DEVELOPER shall be entitled to sell or in any other manner transfer the un-sold apartment(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 apartments shall be entitled to become member of the Management Body and use all common areas and facilities in the Project at par with other unit PURCHASERS/occupiers.
- 7.18 The approved layout/plans shown to the PURCHASER at the time of signing of this Agreement is subject to change / variation / modification by DEVELOPER. 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 DEVELOPER from time to time in absolute discretion of the DEVELOPER 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 DEVELOPER 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 DEVELOPER 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 DEVELOPER 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.

- 7.19 **“ORCHID HEAVEN”** project is presently being developed in one of the sectors of APPLEWOODS Township. The said Township may include bungalows, row houses, villas, hotel, club, Business Park, shops, apartments, flats, offices, Township Infrastructure, etc. The PURCHASER hereby covenants that it shall not raise any objections against inclusions/exclusions of any sub-project or any type of construction being made in the APPLEWOODS Township and the LAND OWNER / DEVELOPER shall be entitled to make any type of legally permissible construction / development in the township land / co-development land. The PURCHASER hereby covenants that the LAND OWNER / DEVELOPER shall be entitled to develop the said ORCHID HEAVEN project as well as the other areas/projects in the said Township and to undertake construction activities 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. The PURCHASER hereby covenants with the DEVELOPER that the rights and entitlements of the PURCHASER are limited only to ORCHID HEAVEN project. The PURCHASER has no rights or entitlements in the balance portion of the said CO-DEVELOPMENT LAND or in any of the Projects that may be developed therein. Further, the PURCHASER covenants with the DEVELOPER that the development rights of the said CO-DEVELOPMENT LAND shall at all times remain with the DEVELOPER only

and the DEVELOPER shall be entitled to undertake construction and develop the same in the manner it desires and the PURCHASER shall extend all the co-operation to the DEVELOPER for the same.

- 7.20 It is specifically agreed and accepted by the PURCHASER, and is the essence of this Agreement that the LAND OWNER / DEVELOPER has un-restricted, unfettered and un-hindered development rights in respect of the township land / co-development land, to use, exploit, develop, construct, etc. different projects and infrastructure as LAND OWNER / DEVELOPER may decide and as may be permissible under the applicable building rules, special or general.
- 7.21 The PURCHASER hereby acknowledges and unequivocally agrees that the DEVELOPER has the rights to undertake any kind of legally permissible development / construction in the Township Land which is abutting / adjoining the project land. The adjoining land / Sector may consist of bungalows, row houses, villas, hotels, clubs, Business Park, shops, high rise apartments / flats, commercial complex, public purpose infrastructure etc. The PURCHASER hereby covenants to accept and gives his/her/its express and irrevocable consent for any type of legally permissible construction being made in the said adjoining sector of co-development land.
- 7.22 The LAND OWNER / DEVELOPER have un-restricted, un-hindered, un-qualified, un-limited and unfettered right to add to, join, connect or attach with, and enlarge / extend / expand / make bigger ("enlarged Township") the Township, or to reduce, remove or abandon any part from / of the Township, by adding or removing any piece or parcel of land / lands to Township. The LAND OWNER / DEVELOPER have un-restricted, un-hindered, un-qualified, un-limited and unfettered rights to undertake any kind of legally permissible development activities in such newly added land parcels of enlarged Township. Township Infrastructure may also undergo change / revision. The members of projects in such newly added land parcels shall not be required to pay any amount by way of any additional contribution or compensation towards the use of Township Infrastructure. PURCHASER hereby gives consent for the same, and also shall not raise any objection in respect of aforesaid.
- 7.23 The LAND OWNER / DEVELOPER will be entitled to make such additions, alterations, modifications, changes, etc. in the Township from time to time as it may deem fit. The PURCHASER shall not raise any dispute, claim, objection, challenge, reservation, restriction, nuisance or annoyance for such change and sanction and implementation thereof. If raised, the same shall be null and void.

- 7.24 The PURCHASER represent that they have read and understood and are completely satisfied with the specifications, plans, lay out, brochures, approvals, title of the said Project Land and the said Property, price and the manner in which the DEVELOPER proposes to develop the said Property.
- 7.25 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.
- 7.26 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/AUDA and/or local authorities after the date of Building Use permission in respect of the Said Property.
- 7.27 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 DEVELOPER, the PURCHASER hereby give consent / permission for the same. The DEVELOPER will be entitled to claim and receive such payment directly from the Institution and the PURCHASER hereby give irrevocable consent for the same to DEVELOPER and Institution. Such disbursements made by the Institution to the DEVELOPER shall be debited by Institution to housing loan account of PURCHASER and to be received by DEVELOPER towards the Consideration and other amounts to be received under this Agreement.
- 7.28 Irrespective of disputes if any which may arise between the DEVELOPER and PURCHASER or with other purchasers, the liability of the PURCHASER herein to pay the amounts payable by him/her/them to the DEVELOPER shall remain unaffected and the PURCHASER hereby undertake to pay, punctually all such amounts and shall not be withheld the same for any reason whatsoever.
- 7.29 Any delay or indulgence shown by the DEVELOPER in enforcing the terms of this Agreement or any forbearance or relaxing the payment schedule or any installment thereof by the DEVELOPER, shall not be construed as a waiver on the part of the DEVELOPER.
- 7.30 The PURCHASER 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 DEVELOPER shall be entitled to give such part of the Project land to the said company or any other body for such purpose on such

terms and conditions as may be agreed between the DEVELOPER and the said company and the same shall be binding on the PURCHASER and the said Management Body.

8. BINDING EFFECT

Forwarding this Agreement to the PURCHASER by the DEVELOPER does not create a binding obligation on the part of the DEVELOPER or the PURCHASER until, firstly, the PURCHASER signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 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 DEVELOPER. If the PURCHASER fails to execute and deliver to the DEVELOPER 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 DEVELOPER, then the DEVELOPER shall serve a notice to the PURCHASER for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the PURCHASER, application of the PURCHASER shall be treated as cancelled and all sums deposited by the PURCHASER in connection therewith including the booking amount shall be returned to the PURCHASER without any interest 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 Apartment 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 DEVELOPER 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 DEVELOPER as contemplated by this Agreement shall be deemed to have been duly served if sent to the PURCHASER or the DEVELOPER 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 DEVELOPER name:

DEVELOPER Address:

Notified Email ID:

It shall be the duty of the PURCHASER and the DEVELOPER to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the DEVELOPER 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 DEVELOPER to the PURCHASER whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the PURCHASERS.

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

PART A

(Description of Co-Development Land)

All those pieces or parcels of Non-Agricultural lands of Survey Nos. 330, 331/1+2, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342 and 344 in full or in parts collectively admeasuring 82,200 Sq. Mtrs. or thereabouts situate, lying and being at Moje Sarkhej, Taluka Vejalpur (Old Taluka: Ahmedabad City West), in the Registration District of Ahmedabad and Sub District of Ahmedabad-4 (Paldi).

PART B

(Description of Project Land)

All that piece or parcel of non agricultural land bearing Survey no. 339 paiki admeasuring 274 sq mtrs., Survey no 340 paiki admeasuring 11157 sq. mtrs, Survey no 342 paiki admeasuring 6235 sq mtrs and Survey no 341 paiki admeasuring 491 sq. mtrs respectively totally admeasuring 18157 sq. mtrs (being part of Co-Development Land as described in Part A above) of MOUJE: SARKHEJ, Taluka : Vejalpur (Old Taluka: Ahmedabad City West), in the Registration District of Ahmedabad and Sub District of Ahmedabad-4 (Paldi).

SCHEDULE-II

(Description of said Property hereby sold)

All that **Property** of **Apartment** bearing No._____ situated on the _____ **Floor** of **Block** _____, admeasuring about ____**Sq. Feet** Super Built-up area in **ORCHID HEAVEN** project, having a carpet area (as defined under the Act) of _____ sq meters and other appurtenant areas for the exclusive use of _____ sq meters.

SCHEDULE - III
(Description of Common Facilities)

- Gymnasium
- Swimming pool
- Indoor games
- Mini home theatre
- Box cricket pitch
- Children play area
- Landscaped garden and pleasant sit outs

ANNEXURE A
DEVELOPMENT PERMISSION

ANNEXURE B
RERA REGISTRATION CERTIFICATE

ANNEXURE C
UNIT AREA PLAN

ANNEXURE D
DETAILS OF SPECIFICATIONS