DRAFT
AGREEMENT FOR SALE
(WITHOUT POSSESSION)

This Agreement for Sale is made at **AHMEDABAD** on this _____ day of _____, **2023** (the "**Agreement**")

BY AND BETWEEN

VENDOR:
FIRST PARTY

M/S P.M. REALITY, A Partnership firm, having its registered office at F.P. No 80, T.P. No 85, Opp City Pulse Cinema, 60Ft Road, Sarkhej, Ahmedabad - 382210 **[PAN: AASFP8615Q]**
Through its Authorized Partner
MR _____
Aged about _____ years, Occupation: _____
having address at _____
hereinafter referred to as "**the Promoter/Vendor**", (which expression shall unless repugnant to the context or meaning thereof be deemed to include the said **Promoter/Vendor** and its Partners or Partners from time to time, its legal representatives, administrators, successors and assigns) of the **ONE 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
_____
_____

DRAFT

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 **OTHER PART**.

WHEREAS:

(A) The VENDOR herein is absolute owner and is seized and possessed of and/or otherwise well and sufficiently entitled to all those pieces or parcels of Non Agricultural land bearing Sub Plot No. 1/A admeasuring 9,310.13 Sq. mtrs. forming part of Final Plot No. 80 paiki (given in lieu of Survey No. 100/1+ 100/2+ 101 paiki) in Draft Town Planning Scheme No. 85 (Sarkhej- Makaraba- Okaf) which is now given City Survey No. 00070001 paiki admeasuring 9,310.13 Sq. mtrs. out of total land admeasuring 22,392 Sq. mtrs. in ward T.P. 85 (Sarkhej - Makaraba- Okaf) situate, lying and being at Moje Makaraba, Taluka Vejalpur, in the Registration District of Ahmedabad and Sub District of Ahmedabad -04 (Paldi) hereinafter referred to as the said "**Project Land /Land**" in this Agreement for Sale and is more particularly described in the **SCHEDULE – I** hereunder written.

(B) That Non Agricultural use permission for Residential /Commercial purpose for the said Project land is granted by Collector, Ahmedabad vide its various order as detailed in the table under and its effect is also mutated in the revenue record.

Sr No	Land schedule	Order No & Date	Mutation Entry No & Date
1	Sub Plot No. 1/A, 1/B and 2 totally admeasuring 21,539 Sq. mtrs. of Final Plot No. 80 paiki (given in lieu of Survey No. 100/1 + 100/2+ 101 paiki) in Draft Town Planning Scheme No.	C.B./ Jamin- 1/ K- 65/ N.A./ S.R. 63/ 05-06 dated 14-03-2006	9980 17-04-2006

DRAFT

	85 (Sarkhej-Makaraba - Okaf)		
2	Final Plot No. 80 paiki admeasuring about 2,116 Sq. mtrs. (given in lieu of Survey No. 100/1+ 100/2+ 101/ Sub Plot No. 1,2,4,5) in Draft Town Planning Scheme No. 85 (Sarkhej- Makaraba - Okaf)	C.B./Jamin - 2/ Non Agriculture/ Makaraba/ S.No./ Block No. 100/1+100/2 others/ S.R. 1111/17 dated 28-03-2018	15796 27-04-2018

(C) That thereafter as per the Notification issued by Government of Gujarat, the record of land of Survey No 100/1+ 100/2 +101 which is given Final Plot No. 80 admeasuring 25,969 Sq. mtrs. of Draft Town Planning Scheme No. 85 (Sarkhej-Okaf- Makarba) has been transferred to City Survey Record and given City Survey No 00070001, City Survey No 00070002, City Survey No 00070003 and City Survey No 00070004. Out of which land bearing City Survey No 00070001 admeasuring about 22392 sq.mtrs was jointly belonging to VENDOR herein M/s P.M. REALITY, A Partnership firm and M/s. P.M. Developers, a Partnership in following manner:-

Sr.No.	City Survey No.	Land owned by M/s P.M. Developers	Land Owned By M/s P.M. Reality	Total City Survey area
1	00070001	18480 sq.mtrs.	3912 sq.mtrs	22392 sq.mtrs

(D) That subsequently owners of (1) City Survey No 00070001 admeasuring about 22,392 sq. mtrs. (2) City Survey No 00070002 admeasuring about 1672 sq. mtrs. (3) City Survey No 00070003 admeasuring about 405 sq. mtrs. and (4) City Survey No 00070004 admeasuring about 1500 sq. mtrs.; totally admeasuring about 25,969 sq. mtrs. of Final Plot No 80 of Preliminary Town Planning Scheme No. 85 (Sarkhej-Makarba-Okaf) applied for sub division of the total land to Ahmedabad Municipal Corporation and accordingly said Ahmedabad Municipal Corporation has approved Sub Division plan vide its Development Permission bearing No 001LD22230228 dated 12-09-2022. Pursuant to above the

DRAFT

subdivision, the Land of City Survey No 00070001 admeasuring about 22392 sq.mtrs is divided in following manner:

Subdivision information

Sr No.	Plot No.	Area (In sq. mtrs.	Name of owners	Forming Part of City Survey No.
1	S.P. No. 1/A	9,310.13	(1) M/s. P.M. Developers and (2) M/s P.M Reality	00070001
2	S.P. No. 1/B	12,475.60	M/s. P.M. Developers	00070001

(E) That as per above Sub division layout plan, New Sub Plot No 1/A admeasuring about 9310.13 sq. mtrs was jointly belonging to M/s P.M. Developers and M/s P.M. Reality. That as per location of said Sub Plot No 1/A out of 9310.13 sq. mtrs., land admeasuring about 3912 sq. mtrs was belonging to P.M. Reality and remaining land admeasuring about 5398.13 sq. mtrs was belonging to M/s P.M. Developers.

(F) That said M/s. P.M. Developers, a Partnership Firm has sold and conveyed the said Land bearing City Survey No 00070001 paiki admeasuring about 5398.13 sq. mtrs. forming part of land admeasuring about 18480 sq. mtrs. out of total City Survey land admeasuring about 22,392 sq. mtrs. which is now forming part of Sub Plot No 1/A admeasuring about 9310.13 sq. mtrs. of Final Plot No 80 paiki of Preliminary Town Planning Scheme No 85 (Sarkhej- Makarba- Okaf) (along with undivided proportionate easement right to use the internal approach road) to M/s. P.M. Reality, a Partnership Firm by Sale Deed dated 02-03-2023 which was registered before the Sub Registrar of Ahmedabad - 04 (Paldi) at Serial No. 3108 on 02-03-2023. Mutation Entry to the said effect was made in the City Survey Record vide Entry No. 94 dated 13-04-2023.

(G) Thus said M/s. P.M. Reality, a Partnership Firm became owner of Non Agricultural land bearing Sub Plot No. 1/A admeasuring 9,310.13 Sq. mtrs. forming part of Final Plot No. 80 paiki in Draft Town Planning Scheme No. 85 (Sarkhej- Makaraba- Okaf) which is now given City Survey No. 00070001 paiki admeasuring 9,310.13 Sq. mtrs. out of total land admeasuring 22,392 Sq. mtrs. in ward T.P. 85 (Sarkhej - Makaraba- Okaf). (Hereinafter referred to as said "Project Land"). Upon such Sale Deed, the VENDOR herein has been put in quiet, vacant and peaceful possession of the said Project Land.

DRAFT

(H) AND WHEREAS the VENDOR has got the plans for construction on the said Project Land sanctioned from the Ahmedabad Municipal Corporation (AMC) and development permission was issued vide its two different Raja Chitthi's (i) Rajachitthi bearing No. 07835/ 170223/ A6962/R0/ M1 dated 07-04-2023 for Block A+ B + C and (ii) Raja Chitthi No. 07836/ 170223/ A6964/ R0/M1 dated 07-04-2023 for Block D.

(I) That as per the said approved plan the VENDOR has commenced development of the said Project Land and started construction of Residential cum Commercial Project named "**AL NOOR**" (hereinafter referred to as said "**Project**"). The Project consists of Four (4) Blocks having total 210 numbers of Residential units (including 4 Penthouses in Block C) and 63 numbers of Commercial units and the construction detail is as per the Development Permission issued by designated authority**.**

(J) That the VENDOR 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 Gandhinagar (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 which is annexed herewith with Annexure A.

(K) In the said Project known as "**AL NOOR**", the PURCHASER herein has expressed his/her/its/their desire for purchasing a unit being residential apartment/Shop and the VENDOR has agreed to sell Unit No. _____ Totally admeasuring _____ sq. mtrs (break up shown in the table hereunder), situated on _____ floor in Block No. _____ of the said Project hereinafter referred to as the "**Said Property**" 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 (Apartment/ Shop)	Carpet Area Sq mtr	Wash Area Sq mtr	Balcony Area Sq mtr	Exclusive Terrace Area Sq mtr	Total Area Sq. mtr	Proportionate Undivided land Sq. mtr

DRAFT

(L) 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 has themselves and through their Advocates/ Consultants verified all details and documents and the PURCHASER are fully satisfied about the right, title and interest of the VENDOR with respect to the said Project Land on which the Project "**AL NOOR**" 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 have also verified the documents filed/uploaded by the VENDOR with the said Authority and are satisfied with the same.

(M) The VENDOR and PURCHASER have negotiated for the sale of the said Property 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 have agreed to purchase the said Property on the terms and conditions appearing hereinafter.

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

1. 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 PROPERTY AND PAYMENT OF PURCHASE CONSIDERATION:

2.1 The PURCHASER are desirous of purchasing and acquiring from the VENDOR, on what is commonly known as 'ownership basis', a unit being Residential Apartment/Shop bearing **No.** _____ totally admeasuring _____sq. mtrs (breakup as shown in the table below), situated on _____ Floor in Block No. _____ of the said Project "**AL NOOR**" together with proportionate undivided impartible right in the said Project Land and appurtenant attached area and hereinafter referred to as the said Residential Apartment/Shop 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

DRAFT

Property and other appurtenant areas (meant for exclusive use of the PURCHASER) to the said Property is as follows:

Unit No (Apartment/ Shop)	Carpet Area Sq mtr	Wash Area Sq mtr	Balcony Area Sq mtr	Exclusive Terrace Area Sq mtr	Total Area Sq. mtr	Proportionate Undivided land Sq. mtr

2.2 In consideration of the VENDOR, having agreed to sell and the PURCHASER having agreed to purchase the said Property and the attached area to the said Property, 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 Property 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 have 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.				
	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:
1	Not exceeding 30% of the Total Purchase Consideration	upon execution of this Agreement
2	Not exceeding 45% of the Total	on completion of the Plinth of the

DRAFT

	Purchase Consideration	building or wing in which the said Property is located.
3	Not exceeding 70% of the Total Purchase Consideration	on completion of the slabs including and stilts of the building or wing in which the said Property is located
4	Not exceeding 75% of the Total Purchase Consideration	on completion of the walls, internal plaster, floorings doors and windows of the said Property unit.
5	Not exceeding 80% of the Total Purchase Consideration	on completion of the, staircases, lift wells, lobbies upto the floor level of the said Property.
6	Not exceeding 85% of the Total Purchase Consideration	on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Property is located.
7	Not exceeding 95% of the Total Purchase Consideration	on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Property is located.
8	Balance Amount	at the time of handing over of the possession of the Property to the Purchaser on or after receipt of Building use Permission along with the Sanitary Fittings.

NOTE: The abovementioned payment plan is only a sample plan. The same is subject to alteration/variation depending upon the terms of booking as may be agreed between the Promoter/Vendor and the Allottee/Purchaser.

DRAFT

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 Property 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 Property 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 VENDOR to the PURCHASER.

2.6 It is agreed between the Parties that any Taxes (consisting of tax paid or payable by the VENDOR by way of GST, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the VENDOR) up to the date of handing over the possession of the Residential Apartments/Shops, shall be separately payable by the PURCHASER in the manner as may be decided by the VENDOR. It is clearly understood and confirmed by the PURCHASER that the Purchaser Consideration agreed between the Parties for the said Property is fixed after considering and adjusting the set off/input credit of GST to be obtained by the VENDOR and necessary deduction is made in price and hence the PURCHASER agree to pay separately applicable GST to the VENDOR over and above price/Purchase Consideration fixed herein.

2.7 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 Property. 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.

DRAFT

2.8 The PURCHASER shall pay to the VENDOR 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 VENDOR of the occurrence of such event and the liability to pay such amount.

2.9 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.

2.10 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.

2.11 Default by the PURCHASER in payment of maintenance charges / 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.

2.12 The VENDOR shall confirm the final carpet area of the Property that has been agreed to be purchased by the PURCHASER after the construction of the Building or Block in which the Property 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 (3) three percent. If the variation in carpet area of Apartment is more than (3) three percent then the Purchase Consideration payable for the carpet area shall be recalculated upon confirmation by the PURCHASER. If there is any reduction in the carpet area of more than (3) three percent, then VENDOR shall refund the excess money paid by PURCHASER within 45 (Forty Five) days with annual interest at the rate of SBI MCLR +2%. If there is any increase in the carpet area of more than (3) three percent of the residential Apartment/Shop then the VENDOR shall be entitled to demand additional amount from the PURCHASER as per the next milestone of the Payment Plan. All these monetary adjustments

DRAFT

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 "**Management Body**") for the effective management and maintenance of the common areas and facilities to be provided in the said Project.

3.2 The VENDOR shall propose and form a separate management bodies /service societies for the proper maintenance and management of all the commercial and residential units in "AL-NOOR". The PURCHASER hereby undertakes to become member of the said Management Body formed for Residential/ Commercial units by purchasing its Shares and also further agrees that the PURCHASER shall observe and follow its rules and regulations 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 facilities.

3.3 The PURCHASER further agrees that the member of Management body formed for management and maintenance of Commercial Units shall not interfere in the management of Management body formed for management of Residential units and vice-versa.

3.4 The PURCHASER herein along with other purchaser(s) of Property in the Project shall join in forming and registering the Management Body to be known by such name as the VENDOR may decide and for 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 VENDOR within seven days of the same being forwarded by the VENDOR to the PURCHASER, so as to enable the VENDOR to register the Management Body. No objection shall be taken by the PURCHASER 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 agree that he/she/it/they shall observe and follow the rules and regulations of the Management Body from

DRAFT

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.

3.5 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 to the Management body after receipt of B.U. Permission:

Sr. No.	Amount (in Rs.)	Purpose
	For Residential	
1.	Rs.2,00,000/- (Rupees Two Lakh Only) for 3BHK unit Rs.3,50,000/- (Rupees Three Lakh Fifty Thousand Only) for 4BHK unit Rs.4,00,000/- (Rupees Four Lakhs Only) for Penthouses	Lumpsum Towards Advance Maintenance Deposit
2.	Rs.1,25,000/- (Rupees One Lakh Twenty Five Thousand Only) for 3BHK unit Rs.1,75,000/- (Rupees One Lakh Seventy Five Thousand Only) for 4BHK unit Rs.2,50,000/- (Rupees Two Lakh Fifty Thousand Only) for Penthouses	Lumpsum towards Fix Maintenance charges for 2 years
	For Commercial	
1	Approx. Rs. 250/- per sq. ft (RERA Carpet area)	Lumpsum towards Fix Maintenance charges for 2 years
2	Approx. Rs.500/- per sq. ft (RERA Carpet area)	Lumpsum Towards Advance Maintenance Deposit

The PURCHASER shall bear any GST or any tax payable on the abovementioned amount. The abovementioned Advance Maintenance deposit and fixed maintenance charges is to be paid to the Management body upon receipt of Building Use permission.

3.6 The VENDOR shall not be held liable to make payment for the advance maintenance deposit or fixed maintenance charges to the Management Body for

DRAFT

unsold residential apartments/shops from the commencement of the Building Use permission until the execution of the sale deed for the unsold residential apartments/shops.

3.7 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 Property shall pay to the VENDOR or Management Body 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.

3.8 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.

3.9 It is hereby agreed between the Parties that for the proper management and maintenance of the Project, the VENDOR or its nominated agency shall maintain the Project for an initial period of 2 years from the date of Building Use Permission inspite of the Management Body being formed and the common areas and facilities in the Project being transferred to the Management Body as per the provisions of the said Act. The Management Body shall enter into necessary agreement with the VENDOR or its nominated agency for effective and proper maintenance and management of the common areas/facilities in the said Project and the Management Body shall transfer the lumpsum fix maintenance charges of 2 years to the VENDOR or its nominated agency to maintain and manage the common areas/facilities of the said Project. The VENDOR or its nominated agency shall be entitled to use the funds of Maintenance Deposit in case of necessity and shortfall in the lumpsum fix maintenance charges collected. The PURCHASER shall not raise any dispute/objection in this regard in future. The PURCHASER agrees that after expiry of two years period from B. U. Permission of the Project, the PURCHASER shall be liable to pay such amount as annual/monthly Maintenance as may be decided by the said Management Body for maintenance. The PURCHASER shall not be entitled to use and demand any services and facilities from the Management Body if they have committed default in payment of maintenance charges.

DRAFT

4. POSSESSION AND CONVEYANCE DEED:

4.1 The VENDOR shall complete the Project on or before 31-12-2028 and obtain Building Use Permission and shall handover the possession of the said Property on or before 31-12-2028, 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) Pandemics, any lockdown by order of the Government from time to time

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

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

(v) 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

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

(vii) 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

(viii) 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

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

4.3 Upon receipt of the Building Use Permission, the VENDOR shall deliver the possession of the said Property 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 Property to the PURCHASER

DRAFT

simultaneously upon execution and registration of conveyance/sale deed of said Property in favour of the PURCHASER.

4.4 The PURCHASER shall take possession of the Property within 15 days of the receipt of written notice from the VENDOR to the PURCHASER intimating that the said Property 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 fail to take possession within 15 days of the receipt of written notice from the VENDOR to the PURCHASER intimating that the said Property is ready for use and occupancy, the PURCHASER shall continue to be liable to pay maintenance charges, local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, electricity expenses for common areas, facilities, lights and elevator services, repairs and salaries of clerks, bill collectors, Security, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s.

4.5 It is agreed between the parties that in the conveyance deed/sale deed to be executed between the parties shall be as per the draft uploaded by the VENDOR on the website of the said Authority. The PURCHASER have verified the said draft and are satisfied with the same. Additional terms and condition may be incorporated or the present terms and conditions may be modified as may be required as per the provisions of Real Estate (Regulation and Development) Act, 2016 or any other law for the time being in force or rules framed there under.

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 Residential Apartment/shop to the PURCHASER, except in Force Majeure condition, then the VENDOR agrees to pay to the PURCHASER, interest @ 9% 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 @ 9% per annum calculated from

DRAFT

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 @ 9% 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 Apartment 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 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 fail 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 unilaterally. The VENDOR may record the termination / cancellation of this Agreement by preparing a Deed 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 Deed 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.

DRAFT

Provided further that upon such termination of this Agreement by the VENDOR, the VENDOR shall be entitled to deduct as liquidated damages, 25% 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 25% of the 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 Property and the VENDOR shall be entitled to sell or in any other manner transfer or dispose-off the said 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 subject to what is stated in the Title Report issued by Solicitor M/s. Jani and Co dated 22-04-2023 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 lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project.

6.3 The VENDOR assures the PURCHASER that the VENDOR has not obtained any loan from any financial institutions and it has not created any charge over the said Project Land till date. The VENDOR further assures the PURCHASER that after execution hereof the VENDOR shall not mortgage or create a charge on the said Property and if such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the PURCHASER who has taken or agreed to take such Property.

DRAFT

6.4 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.

6.5 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 Property which will, in any manner, affect the rights of PURCHASER under this Agreement.

6.6 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.

6.7 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.

6.8 The VENDOR shall provide the fixtures and fittings with regard to the flooring, sanitary fittings, lifts, etc. as set out in **ANNEXURE**, 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.

6.9 The VENDOR hereby declares that the permissible free Floor Space Index (FSI) available as on date with respect to the Project Land is 16758.23 sq. mtrs. and VENDOR has planned to utilize additional paid Floor Space Index of 20482.29 sq. mtrs. by availing FSI on payment of premium or FSI available as incentive FSI by implementing various scheme as mentioned in rules and regulations of Gujarat Development Control Regulations. The VENDOR further declares that the total Floor Space Index of about 37240.52 sq. mtrs has been utilized by the VENDOR in the said Project and PURCHASER have agreed to purchase the said Property based on the proposed construction and sale of apartments/shops to be carried out by the VENDOR by utilizing the proposed FSI as per the site plan passed by the Ahmedabad Municipal Corporation (AMC) in respect of the said Project. Further the VENDOR herein declares that the VENDOR has used entire FSI available on the said Project Land and upon receipt of Building Use permission (B.U), the VENDOR shall have no right over any FSI which is not

DRAFT

used by the VENDOR and also shall not have any right over any future FSI, if any, available on the said Project land.

6.10 The VENDOR has provided Two Basements and hollow plinth for parking spaces in the Project as per the provisions of the prevalent General Development Control Regulations. The VENDOR has provided separate parking for PURCHASER/occupiers of commercial unit in the First Basement and the PURCHASER/occupiers of commercial units shall use such parking on first come first serve basis and there shall not be any allotted parking for commercial unit PURCHASER/occupiers. The VENDOR shall provide two allotted car parking space for residential unit PURCHASER and such allotted car parking may be mechanical stack parking. The VENDOR reserves the discretion for location of parking allotment to each residential unit. The VENDOR shall also be entitled to provide additional 3rd parking space to residential unit PURCHASER on chargeable basis subject to availability. It is clarified that in mechanical stack parking, as per standard practice, one Sedan car and one small SUV car can be parked due to height restrictions. The Management Body shall be responsible for repair and maintenance of the mechanical stack parking.

6.11 The PURCHASER hereby are aware and unequivocally agree, consent and confirm that the PURCHASER and their family members shall park their vehicles only in their designated parking area and they shall not be entitled to park other than designated parking area of any other member of the Project. All parking areas in the Project (in hollow plinth or margins) shall be reserved for particular Unit and such reservations shall be done by the VENDOR. The VENDOR shall decide allotment of exclusive parking slots (if any) to any Apartment occupier. The VENDOR and/or Management Body shall be entitled to take strict action against the PURCHASER, including imposition of fine, if he/she don't follow the parking rules. The PURCHASER are aware that for purpose of better safety and security of premises and convenience to owners/end users, the entry/movement of heavy vehicles shall not be permitted inside the Project. The PURCHASER hereby agree to abide by the parking allotment arrangements (if any) made by the VENDOR and not to raise any dispute with regards to the same in the future. The PURCHASER hereby declare that he/she/they has/have not paid any amount to the VENDOR towards the allotment of parking slots. The parking space for owners/occupiers of commercial units has been demarcated and the owners/ occupiers/ visitors/employees of commercial units shall not park their vehicle in the

DRAFT

parking for residential units. Similarly the residential unit owners/occupiers shall not park their vehicles in space demarcated for commercial unit owners/occupiers.

6.12 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 Apartment/Property 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 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/phase/wing, and if the annual maintenance contracts or applicable licenses are not done/renewed by the PURCHASER/Management Body, the VENDOR shall not be responsible for any defects occurring due to the same.; or

e. If the PURCHASER have defaulted in any of its representations or warranties as mentioned in clause 7 of this agreement.

f. The Management Body or the individual PURCHASER shall adhere to maintenance schedule as prescribed by the manufacturer/VENDOR.

g. The PURCHASER shall not carry out any alterations of any nature in the said Apartment which shall include but not be limited to alterations in columns, beams etc. or in the fittings therein, in particular it is hereby

DRAFT

agreed that the PURCHASER shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in leakage/seepage of the water. If any of such works are carried out without the written consent of the VENDOR then the defect liability automatically shall become void.

6.13 As per the provisions of the said Act, the VENDOR 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 Property or any part thereof or permit the same to be used only for residential/commercial purpose as per the approved plans. 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 Property 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 Property) of outgoings in respect of the Project Land and Buildings 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 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 Management Body as aforesaid.

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

DRAFT

7.5 The PURCHASER are 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 are made aware that the Flat bearing Nos. 203 and 204 on Second Floor in Block No. B and C shall have exclusive terrace rights with respect to terraces located adjoining to their Flat and the purchaser/occupiers of such Flats shall be granted exclusive usage and ownership rights in such terraces. However they shall not make any permanent construction thereon. The remaining terrace above each block (except exclusive terrace rights mentioned above), including terrace located above the above referred said Property shall be common terrace where no temporary or permanent construction shall be permissible and shall always be kept open. The PURCHASER are 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 Property at the PURCHASER'S own cost in good and tenantable repair and condition from the date that of possession of the Property is taken and shall not do or suffer to be done anything in or to the building in which the Property 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 Property is situated and the Property itself or any part thereof without the consent of the local authorities, if required.

7.7 Not to store in the Property any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Property is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Property is situated, including entrances of the building in which the Property is situated and in case any damage is caused to the building in which the Property is situated or the Property 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 their own cost carry out all internal repairs to the said Property and maintain the Property in the same condition, state and order in

DRAFT

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 Property is situated or the Property 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 Property 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 Property or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Property is situated and shall keep the portion, sewers, drains and pipes in the Property 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 Property 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 Property without the prior written permission of the VENDOR 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 Property 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 Property in the compound or any portion of the project land and the building in which the Property 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 Property 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 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/shops therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for

DRAFT

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 regarding the occupancy and use of the Property 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 Property or buildings 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 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 Property is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Property or of the said Project Land lot and Building or any part thereof. The PURCHASER shall have no claim save and except in respect of said Property hereby agreed to be sold to them and all open spaces, parking spaces, lobbies, staircases, terraces, common amenities, facilities and areas, will remain the property of the VENDOR until the same is transferred as hereinbefore mentioned.

7.16 The PURCHASER hereby acknowledges that even after the Management Body 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 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 PURCHASER/occupiers.

7.17 The PURCHASER have 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

DRAFT

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.

7.18 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 **AL NOOR** Project. The PURCHASER hereby covenants that the VENDOR shall be entitled to develop the said **AL NOOR** 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 **AL NOOR** Project in the manner it desires and the PURCHASER shall extend all the co-operation to the VENDOR for the same.

7.19 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 VENDOR proposes to develop the said Property.

7.20 The PURCHASER will have to bear any Betterment charges or AUDA/AMC/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.

7.21 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, AUDA/AMC and/or local authorities after the date of Building Use permission in respect of the Said Property.

7.22 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

DRAFT

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.

7.23 That as per the rules of the local authority and norms of the Fire Department, a Fire Fighting System has been installed in the Project Building and necessary certificate / license has been taken from the designated authority. The PURCHASER hereby confirm that the responsibility to abide by the terms and conditions of the said certificate / license and for the maintenance, repair and proper up–keep of the said system shall be that of the members/owners of the said Project and any loss, damage, injury, accident, death caused by a fire breakout or due to functioning/ non-functioning or malfunctioning of the fire-fighting system, shall be the sole responsibility of the PURCHASER and no demand/action/claims whatsoever in respect of the same shall be made against the VENDOR or the Project Management Body. The PURCHASER is hereby made aware that as per the general development control regulations (GDCR) notified by Govt. of Gujarat under Gujarat Town Planning and Urban Development Act, 1976, it shall be the responsibility of the Owners/PURCHASER of a Project / building to ensure that the fire prevention and safety provisions in a Project / building are kept in good working conditions at all times and to follow the Maintenance Protocol in this regards. It will be the responsibility of the owners / PURCHASER of the project to obtain a Periodic Inspection and Maintenance Certificate from the Fire Protection Consultant. Also it shall be the responsibility of the Owners / PURCHASER to take renewals of Fire System licenses at their own cost from the competent authority from time to time. The PURCHASER hereby confirm to abide with the statutory requirements in this regards.

7.24 The Lift facility in this building shall be used as per rules of the Project Management Body which is formed for the management of said building. It is to be economically used. The PURCHASER as well as their family members, guests, visitors, employees or heirs shall not misuse the said lift and will take care and co-operate about it. The lift is of a standard quality and necessary permissions are taken for its usage. But it is a machine and is not manufactured by the VENDOR. Therefore during the use of the lift and even as a result of any negligence, malfunction or otherwise, if anyone is injured or any damage or accident occurs then the VENDOR shall not become responsible for it and the

DRAFT

PURCHASER or their family members, guests, visitors, employees, heirs etc shall not demand/shall not be entitled to demand such damages/compensation from the VENDOR and PURCHASER hereby gives assurance and consent in it. The PURCHASER is hereby made aware that as per the general development control regulations (GDCR) notified by Govt. of Gujarat under Gujarat Town Planning and Urban Development Act, 1976, it shall be the responsibility of the Owners/PURCHASER of a building to ensure that the lifts are kept in good repair, such that its use is safe. It will be the responsibility of the owners / PURCHASER of the project to follow the Maintenance Protocol as mentioned in the said regulations. Also it shall be the responsibility of the Owners / PURCHASER to take renewals of Lift licenses at their own cost from the competent authority. The PURCHASER confirm to abide with the statutory requirement in this regards.

7.25 The PURCHASER are aware that sometimes the leakage of water from the toilets, bathrooms and wet areas may happen in Units as well as from the neighboring and upper Units. Leaked water/moisture may appear on the walls of said Unit and that may deteriorate the paint and plaster on the walls. PURCHASER are aware that water being a substance in liquid state is likely to escape, resulting into its leakage. Even if all safety measures are taken to seal the joints of pipes, sometimes it cannot be avoided. Leakage may be due to various reasons not connected with construction and cannot be construed to be defects as mentioned in this deed. PURCHASER agree that the VENDOR shall not be liable for any damage in the Unit due to leakage of water and its various other side effects. However, the PURCHASER hereby undertake to get repaired the toilets and wet areas at its own cost/expense in case the occupiers of lower or adjoining Units complain of any water leakage in their units.

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 Purchase 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

DRAFT

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. _____/- or 5% of the total purchase consideration, 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 PURCHASER

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 PURCHASER of the Apartment/Shop, 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 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

DRAFT

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:

VENDOR NAME

M/S P.M. REALITY

Address: F.P. No 80, T.P. No 85, Opp City Pulse Cinema, 60Ft Road, Sarkhej, Ahmedabad -382210

PURCHASER NAME

Name of PURCHASER

(Purchaser's 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 PURCHASER

That in case there are Joint PURCHASER 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 PURCHASER.

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

DRAFT

16. DISPUTE RESOLUTION

If any dispute arises in relation to or in connection with this Agreement including in respect of the validity, interpretation, implementation or alleged material breach of this Agreement by one party hereto shall be resolved as per the provisions of the Real Estate (Regulation and Development) Act, 2016.

19. 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.

SCHEDULE-I

(Description of the Said Project Land)

All those pieces or parcels of Non Agricultural land bearing Sub Plot No. 1/A admeasuring 9,310.13 Sq. mtrs. forming part of Final Plot No. 80 paiki (given in lieu of Survey No. 100/1+ 100/2+ 101 paiki) in Draft Town Planning Scheme No. 85 (Sarkhej-Makaraba- Okaf) which is now given City Survey No. 00070001 paiki admeasuring 9,310.13 Sq. mtrs. out of total land admeasuring 22,392 Sq. mtrs. in ward T.P. 85 (Sarkhej - Makaraba- Okaf) situate, lying and being at Moje Makaraba, Taluka Vejalpur, in the Registration District of Ahmedabad and Sub District of Ahmedabad -04 (Paldi). The said Sub Plot No 1/A land is bounded as under:

East:

West:

North:

South:

DRAFT

SCHEDULE-II

(Description of the Said Property hereby sold)

All that **Property** being Flat/Shop No._____ admeasuring about ____**Sq. mtrs carpet area** (break up show in the table hereunder) situated on the _____ **Floor** in Block No. _____ of "**AL NOOR"** project, together with proportionate undivided impartible right in the land admeasuring about ____ sq.mtrs, along with rights and responsibilities in common with other occupiers in or upon common amenities and facilities provided in the said '**AL NOOR**' Scheme/Project to be constructed on the land bearing Sub Plot No. 1/A admeasuring 9,310.13 Sq. mtrs. forming part of Final Plot No. 80 paiki (given in lieu of Survey No. 100/1+ 100/2+ 101 paiki) in Draft Town Planning Scheme No. 85 (Sarkhej- Makaraba- Okaf) which is now given City Survey No. 00070001 paiki admeasuring 9,310.13 Sq. mtrs. out of total land admeasuring 22,392 Sq. mtrs. in ward T.P. 85 (Sarkhej - Makaraba- Okaf) situate, lying and being at Moje Makaraba, Taluka Vejalpur, in the Registration District of Ahmedabad and Sub District of Ahmedabad -04 (Paldi).

Unit No (Apartment/Shop)	Carpet Area Sq mtr	Wash Area Sq mtr	Balcony Area Sq mtr	Exclusive Terrace Area Sq mtr	Total Area Sq. mtr	Proportionate Undivided land Sq. mtr

The said **Property No.**_____ is bounded as under: -

On or towards **EAST** :
On or towards **WEST** :
On or towards **NORTH** :
On or towards **SOUTH** :

SCHEDULE – III

(Description of Common Areas Facilities)

- Lush Green Developed Garden with Club House.
- Automatic Elevators with Elegant Foyer in Each Block.
- Air conditioned Gymnasium & Indoor Games Room.
- Children Play Area & Multi Purpose Court.
- Round the Clock Security Service.
- School Bus Drop - off Zone.
- Walking Track.

DRAFT

ANNEXURE
DETAILS OF SPECIFICATIONS

For Residential

- Wall finish : External double coat sand face plaster with tex/acrylic paint. Internal single coat finished plaster with cement base lapi finish.
- Flooring : Vitrified tiles flooring. Wooden flooring in master bedroom.
- Electrification : Concealed three phase electrification with adequate points as per architect's design. A.C.points in all bedrooms and living room. standard quality wire & MCB boards & Switches.
- Doors : Masonite skin panel doors with wooden frame.
- Windows : Anodized OR Powder Coated Aluminum windows with MS safety grill
  (As per Architect Design) and natural stone jambs.
- Bathrooms : Glazed tiles flooring with colored glazed tiles dedo up to 6'6" level. Standard quality C.P. fitting and sanitary ware.
- Kitchen : Granite platform with 4' glazed tiles dado. Glaze tiles under platform D.P. polish kotah stone shelves and glazed tiles dado in store rooms glazed tiles dado in wash area.
- Water supply: Common tube well with underground water tank and overhead water tank for 24 hour water supply.
- Road : Internal roads with interlock blocks or stone and street lights.
- Common plot : Well developed common plot with lush green garden, children play area, parking, landscaping, water bodies and foundation & Sit outs.
- Treatments: Anti termite treatment at parking level and water proofing treatment at terrace level.

For Commercial

(1) Electrification:- Power Supply with concealed wiring standard quality wire board & switches.

(2) Flooring:- Vitrified Flooring in all showroom.

(3) Toilet:- Attached toilets in all units. with sufficient & standard quality C.P. fitting & Sanitary ware. Standard quality glazed tiles in all toilets.

(4) Finish: - Outside double coat plaster with acrylic paints or elevation as per architect's design . front elevation as per architect's design.

DRAFT

IN WITNESS WHEREOF the parties hereto have hereunder set and subscribed their respective hands hereunder on this ___ **day of** _____**, 2023** at **AHMEDABAD.**

SIGNED SEALED AND DELIVERED
by the within named **THEVENDOR**

_____
M/S P.M. REALITY,
A Partnership firm through
its authorized partner

in the presence of:-

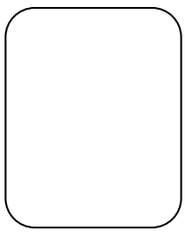
1. _____

2. _____

DRAFT

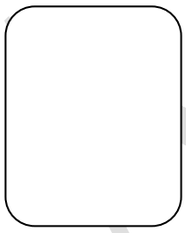
SCHEDULE OF REGISTRATION ACT SECTION – 32 A

THE VENDOR :-

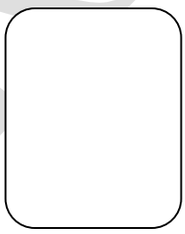


M/S P.M. REALITY,
A Partnership firm through
its authorized partner

THE PURCHASER :-



«PURCHASER1»



«PURCHASER2»

DRAFT