Draft for Approval

DRAFT OF AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") made at Ahmedabad this ______ day of ___________, Two Thousand ___________

BETWEEN

**BROWNFIELD PROJECTS LLP** (PAN: AAYBF 5021 C), A Limited Liability Partnership, having LLP Identification No. AAY-7886 and having its registered office at FF No. 19, Kayakalp Avenue, N.H. 8, Naroda, Ahmedabad 382330 through its authorized signatory **Mr.**______________aged about ___ years, Occupation: Service, Having Address at ______________________, hereinafter called "**THE VENDOR / PROMOTER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its Designated Partners and Partners at present andfrom time to time and their successors and assigns) of the One Part;

AND

________________________________________________________

__________________________________________hereinafter called "**THE PURCHASERS /ALLOTTEE**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include (in case of individual) his / her / their respective heirs, legal representatives, executors, successors and permitted assigns, (in case of HUF) its coparceners and members as at present and from time to time, and their respective heirs, executors, successors and permitted assigns, (in case of Trust) its Trustees, beneficiaries and office bearers as at present and from time to time and permitted assigns, (in case of Partnership firm) its partners as at present and from time to time, and the heirs and legal representatives of the last surviving partner and permitted assigns, (in case of Company) its successors and permitted assigns) of the Other Part.

WHEREAS:

A. The VENDOR herein is absolute owner and is seized and possessed of and otherwise well and sufficiently entitled the Non Agricultural land bearing Amalgamated City Survey No. 3876 admeasuring about 2539.79 sq.mtrs (As per City Survey Records 2555.67 sq.mtrs.) (old City Survey Nos. 3876, 3877, 3878, 3879, 3880, 3881, 3882, 3883, 3884, 3885, 3886, and 3887 bearing Amalgmated Final Plot No. 193 + (S.P. No 1 of Final Plot No 188) in Town Planning Scheme No. 19) in City Survey Ward – T. P. 19 Memnagar situate, lying and being at Moje Shekhpur-Khanpur, Taluka Sabarmati and in the Registration District of Ahmedabad and Sub District of Ahmedabad-03 (Memnagar) and more particularly described in First Schedule hereunder written (Hereinafter referred to as the "**Project Land**").

B. The VENDOR has purchased the said Project Land from various owners vide several registered sale deeds. Pursuant to such sale deeds, the VENDOR herein has been put in quiet, vacant and peaceful possession of the said Project Land.

C. That the Revised Non Agricultural use permission for the said Project Land has been obtained as under:

| Sr. No. | Land Area(in Sq.mtrs) / Use of Land | N. A. Order | Date |
|---|---|---|---|
| Final Plot No. 188 | 983.63 / Commercial | C.B./ C.T.S./N.A./ S.R. - 377/ 2011 | 04-10-2011 |
| Final Plot No. 193 | 1559 / Multipurpose | CB/ LAND/ Shekhpur-Khanpur/C.S. No 3876V/T.P. 19/ F.P.193/ Vashi/ 2022 | 10-03-2023 |
| Total | 2542.63 | | |

D. AND WHEREAS the VENDOR is developing a project of Commercial units under the name of "**YASHASVI HRG CROSSROADS**" (Hereinafter referred to as the "**Project**") on the said Project Land and the VENDOR has got the plans sanctioned for the same from the designated authority AHMEDABAD MUNICIPAL CORPORATION (AMC) as per the details below:

| **Commencement *(Rajachitthi)*Letter no. (Case No.)** | **Date of Letter** | **No. of Units** |
|---|---|---|
| 08470/101022/A6565/R1/M1 (BHNTI/WZ/101022/CGDCRV/A6565/ R1/M1) | 18-05-2023 | 145 |

E. AND WHEREAS as per the said approved plan the VENDOR has commenced the construction of Commercial Project "**YASHASVI HRG CROSSROADS**" consisting of various commercial units. In the said Project "**YASHASVI HRG CROSSROADS**" there are various commercial units consisting of showrooms, shops and offices of different areas.

F. AND WHEREAS 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") with the Real Estate Regulatory Authority at No. ________________________, dated _______________, authenticated copy is attached as **Annexure-A** hereto.

G. AND WHEREAS the PURCHASERS have desired to purchase a Unit bearing number ________ situated on ______ floor of as per details below, more particularly described in the Second Schedule hereunder written (Hereinafter referred to as the said "**Property**" or "**Unit**").

H. AND WHEREAS the VENDOR has sole and exclusive right to sell the units in the said Project to be put up by the VENDOR on the Project Land and to enter into agreement/s with the Purchaser(s) of the units and to receive the sale consideration in respect thereof.

I. AND WHEREAS on demand from the PURCHASERS, the VENDOR has given inspection to the PURCHASERS of all the documents of title relating to the Project Land and the said approved plans, designs and specifications and of such other documents as are specified under the Said Act and the Rules and Regulations made thereunder. The PURCHASERS have also verified the documents filed/uploaded by the VENDOR with the said Authority and have further visited, checked and verified the location of the said Project. The PURCHASERS are satisfied in respect thereof and have accepted the same and shall not raise any dispute in the future in this regards.

J. AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the

VENDOR, authenticated copies or extract of Village Forms VI and VII and XII or other relevant revenue records showing the nature of the title of the VENDOR to the Project Land on which Project is being put up and the units are constructed or are to be constructed have also been inspected by the PURCHASERS and are satisfied in respect thereof and accepted the same.

K. AND WHEREAS the authenticated copies of the plans above referred as approved by the concerned authorities have been inspected by the PURCHASERS, and according to which the construction of the units and open spaces are proposed to be provided for the said Project have also been inspected by the PURCHASERS. AND WHEREAS the copies of the plans of the said Property agreed to be purchased by the PURCHASERS have been annexed and marked as **Annexure - B**.

L. AND WHEREAS the VENDOR has got the approvals as aforesaid from the concerned local authority(s) to the plans, the specifications, elevations, sections of the said Property and shall obtain the balance approvals as applicable and required from various authorities from time to time, so as to obtain Building Use Permission of the said Property. AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the VENDOR while developing the Project Land and to put up the Project and, upon due observance and performance of which the Building Use Permission in respect of the said Property shall be granted by the concerned authority.

M. AND WHEREAS the VENDOR has accordingly commenced implementation of the Project in accordance with the said sanctioned plans.

N. AND WHEREAS the PURCHASERS have applied to the VENDOR for allotment of said Property in the Project, being Unit No. _____ situated on ______ floor of the said Project "**YASHASVI HRG CROSSROADS**", having a Total Carpet area of _____ square feet, equal to _____ square metres; along with undivided proportionate area of Project Land admeasuring ______ Sq.mts. The detail of the carpet area (As per the said Act) and other appurtenant areas (if any) meant for the exclusive use of the PURCHASERS of the said Property is as follows:

| **Unit No** | **RERA Carpet Area Sq. mtrs.** | **Balcony Area Sq. mtrs.** | **Total Area Sq. mtrs.** | **Undivided share in Project Land Sq. mtrs.** |
|---|---|---|---|---|
| | | | | |

The above areas have been calculated on the basis of unfinished wall surfaces and by the use of Autocad software. The PURCHASERS have checked the calculation of the area and is satisfied with the same and has no disputes in this regard.

O. AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

P. AND WHEREAS, prior to / simultaneously with the execution of these presents the Purchasers have paid to the VENDOR a sum of Rs.__________/-(Rupees __________only), being part payment of the sale consideration of the said Property agreed to be sold by the VENDOR to the PURCHASERS as advance payment or application fee or earnest money (the payment and receipt whereof the VENDOR doth hereby admit and acknowledge) and the PURCHASERS have agreed to pay to the VENDOR the balance of the sale consideration in the manner hereinafter appearing.

Q. AND WHEREAS, under section 13 of the said Act the VENDOR and PURCHASERS are required to execute a written Agreement for sale of said Property between them, being in fact these presents and also to register this Agreement under the Registration Act, 1908.

R. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the VENDOR hereby agrees to sell and the PURCHASERS hereby agrees to purchase the said Property.

**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 UNIT AND PAYMENT OF PURCHASE CONSIDERATION:**

2.1 The PURCHASERS are desirous of purchasing and acquiring from the VENDOR, on what is commonly known as 'ownership basis', a **Unit bearing No.** ________totally admeasuring _________ sq. mtrs(breakup as shown in the table below), situated on ________ **Floor** of the said Project "**YASHASVI HRG CROSSROADS**" together with proportionate undivided impartible right in the said Project Land and appurtenant attached area 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 PURCHASERS) to the said Property is as follows:

| Unit No | Carpet Area Sq. mtrs. | Balcony Area Sq. mtrs. | Total Area Sq. mtrs. | Undivided share in Project Land Sq. mtrs. |
|---|---|---|---|---|
| | | | | |

2.2 In consideration of the VENDOR, having agreed to sell and the PURCHASERS having agreed to purchase the said Unit and the Attached area to the said Unit, the PURCHASERS shall pay to the VENDOR a sum of **Rs. ________________/- (Rupees ___________ Only)** being the purchase consideration (hereinafter "**the Purchase Consideration**") which is calculated on the basis of the Carpet Area of the said Unit and includes 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 PURCHASERS 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)]:

| Sr. No. | Amount (in Rupees) | Cheque/D.D. No./RTGS No./NEFT No. | Date | Bank Name and Branch |
|---|---|---|---|---|
| 1. | | | | |
| 2. | | | | |

| | | | | | |
|---|---|---|---|---|---|
| 3. | | | | | |
| Total: | **Rs. _______________/- (Rupees __________Only)** | | | | |

2.4 The PURCHASERS hereby covenant 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 10% of the Total Purchase Consideration | Before execution of this Agreement for sale |
| 2. | Not exceeding 30% of the Total Purchase Consideration | upon execution of this Agreement |
| 3. | Not exceeding 45% of the Total Purchase Consideration | on completion of the Plinth of the building or wing in which the said Unit is located. |
| 4. | Not exceeding 70% of the Total Purchase Consideration | on completion of the slabs including podiums and stilts of the building or wing in which the said Unit is located |
| 5. | Not exceeding 75% of the Total Purchase Consideration | on completion of the walls, internal plaster, floorings doors and windows of the said Unit. |
| 6. | Not exceeding 80% of the Total Purchase Consideration | on completion of the, staircases, lift wells, lobbies upto the floor level of the said Unit. |
| 7. | 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 Unit is located. |
| 8. | 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 Unit is located. |
| 9. | Balance Amount | at the time of handing over of the possession of the Unit 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 Vendor and the Purchaser

2.5 It is agreed between the parties that the Purchase Consideration is exclusive of any taxes, levies, cesses, imposts or such charge, cost or outlays by whatever name called, charged, levied, imposed, and payable in respect of the said Unit or howsoever arising from the transaction contemplated herein to any Government Authority. Any and all taxes, that is service tax, value added tax (VAT), GST or Stamp Duty, registration fees, or any present or future tax, levy or imposts etc. arising from sale or transfer of the said Unit to the PURCHASERS or the transaction contemplated herein shall be borne and paid by the PURCHASERS or reimbursed by the PURCHASERS within 7 days of demand raised by way of Notice by the VENDOR to the PURCHASERS.

2.6 The Purchase Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time or on account of any additional fixture/facility (other than standard fixtures provided by the VENDOR) demanded by the PURCHASERS in the said Unit. The VENDOR undertakes and agrees that while raising a demand on the PURCHASERS 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 alongwith bills of costs for additional fixtures/ fittings along with the demand letter being issued to the PURCHASERS.

2.7 The PURCHASERS 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 PURCHASERS within 7 days upon intimation/Notice by the VENDOR of the occurrence of such event and the liability to pay such amount.

2.8 The PURCHASERS agree that payment of the amounts by the PURCHASERS 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 PURCHASERS in this regard shall entitle the VENDOR to enforce default remedies as set out hereunder.

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

2.10 Default by the PURCHASERS 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.

2.11 The VENDOR shall confirm the final carpet area of the Unit that has been agreed to be purchased by the PURCHASERS after the construction of the Building or Block in which the Unit is located is complete and the Building Use (BU) Permission is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of (3) three percent. If the variation in carpet area of Unit is more than (3) three percent, then the Purchase Consideration payable for the carpet area shall be recalculated upon confirmation by the PURCHASERS. If there is any reduction in the carpet area of more than (3) three percent, then VENDOR shall refund the excess money paid by PURCHASERS within 30 (thirty) days alongwith annual interest at the rate of 6%, from the date when such an excess amount was paid by the PURCHASERS. If there is any increase in the carpet area of more than (3) three percent of the Unit then the VENDOR shall be entitled to demand additional amount from the PURCHASERS 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 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. The PURCHASERS herein along with other purchaser(s) of other units in the Project shall mandatorily join in forming and registering the Management Body to be known by such name as the VENDOR may decide and for the PURCHASERS 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 PURCHASERS, so as to enable the VENDOR to register the Management Body. No objection shall be taken by the PURCHASERS 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 Purchasers further agree that 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.

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

| Sr. No. | Amount (in Rs.) | Purpose |
|---|---|---|
| 1. | Amount of Rs.200/- (Rupees Two Hundred only) per sq.feet | Towards Maintenance Deposit |
| 2 | Amount of Rs.5/- (Rupees Two Hundred only) per sq.feet | Towards Advance Maintenance Charges for 24 months from the date of BU permission |
| **Total:** | **Rs. _____________/-(Rupees _____________only)** | |

The PURCHASERS shall bear any GST or any tax payable on the abovementioned amounts. The abovementioned Maintenance deposit and Annual Maintenance Charges is to be paid to the Management Body.

3.3 Over and above the amounts mentioned in the agreement to be paid by the PURCHASERS, the PURCHASERS shall on or before delivery of possession of the said Unit 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.

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

**4. POSSESSION AND CONVEYANCE DEED**

4.1 The VENDOR shall complete the Project and obtain Building Use Permission and shall hand over the possession of the said Unit/Property on or before 30-06-2029, subject to Force Majeure conditions.

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

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

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

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

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

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

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

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

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

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

4.4 The PURCHASERS shall take possession of the Unit within 15 days of the receipt of written notice from the VENDOR to the PURCHASERS intimating that the said Unit is ready for use and occupancy. The PURCHASERS shall execute necessary sale/conveyance deed and other documentation as may be drafted by the VENDOR'S Advocate / Solicitor. In case the PURCHASERS fail to take possession within 15 days of the receipt of written notice from the VENDOR to the PURCHASERS intimating that the said Unit is ready for use and occupancy, the PURCHASERS shall continue to be liable to pay maintenance charges, municipal taxes, proportionate land revenue, water taxes, electricity charges etc. as applicable. Further the VENDOR shall also be entitled to take the holding charges equivalent to the expenses incurred with respect to the said Unit for the duration during which possession is not taken over by the PURCHASERS.

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 PURCHASERS 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 possession of the Unit to the PURCHASERS, except in Force Majeure condition, then the VENDOR agrees to pay to the PURCHASERS, interest @ 6% per annum, on all the amounts paid by the PURCHASERS, for every month of delay, till the date of handing over the possession of the Unit.

5.2 The PURCHASERS 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 PURCHASERS along with interest @ 6% per annum calculated from the date of receipt of each installment. Other than this the PURCHASERS shall not have any right to withdraw from or cancel this Agreement for sale.

5.3 If the PURCHASERS 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 PURCHASERS shall be liable to pay interest @ 6% per annum on all delayed payments from the date on which the amount became due and payable under this Agreement till the date it is actually paid. The VENDOR shall, under such circumstances, be entitled to withhold the delivery of possession of the Unit to the PURCHASERS until entire dues are not paid by the PURCHASERS.

5.4 Without prejudice to the VENDOR'S right to demand interest for delayed payments from the PURCHASERS as stated in clause 5.3, the VENDOR shall also be entitled to terminate this Agreement unilaterally if the PURCHASERS commits defaults in payment of any amount (including payment of any taxes, interest) due and payable by the PURCHASERS 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 PURCHASERS, by Registered Post AD at the address provided by the PURCHASERS and/or mail at the e-mail address provided by the PURCHASERS, 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 PURCHASERS fail to rectify the breach or breaches mentioned by the VENDOR within the period of notice then at the end of such notice period, this Agreement shall stand cancelled/terminated automatically without requiring any course of action by the VENDOR and the PURCHASERS shall have no right of any nature whatsoever to raise dispute against such termination. Further the PURCHASERS shall not have right for specific performance of this Agreement. VENDOR shall be entitled to terminate Agreement unilaterally.

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 PURCHASERS. If the installments of Purchase Consideration paid till then by PURCHASERS are less than 25% of the Consideration, then PURCHASERS shall be required to pay to VENDOR, and VENDOR will be entitled to recover the balance amount from the PURCHASERS and PURCHASERS shall pay the same to VENDOR within a period of 30 days of termination. Any refund of money due to the PURCHASERS 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 PURCHASERS shall not be entitled to claim any right title or interest in the said Unit and the VENDOR shall be entitled to sell or in any other manner transfer or dispose-off the said Unit 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 PURCHASERS.

**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 05-08-2023 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 assures the PURCHASERS 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 PURCHASERS that after execution hereof the VENDOR shall not mortgage or create a charge on the said Unit 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 allottee who has taken or agreed to take such 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 VENDOR has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the said Unit which will, in any manner, affect the rights of PURCHASERS under this Agreement.

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

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

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

6.8 The VENDOR hereby declares that the permissible free Floor Space Index (FSI) available as on date with respect to the Project Land is 4571.62 sq. mtrs. and the Vendor has planned to utilize paid Floor Space Index of 5573.37 sq. mtrs. by availing of TDR or FSI available 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 10144.99 sq.mtrs has been utilized by the VENDOR in the said Project and Purchaser has agreed to purchase the said Unit based on the proposed construction and sale of Units 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 and on the understanding that the declared proposed FSI shall belong to the Vendor only.

6.9 The VENDOR has provided four basements for parking spaces in the Project as per the provisions of the prevalent General Development Control Regulations. The PURCHASERS hereby are aware and unequivocally agree, consent and confirm that the PURCHASERS shall park their vehicles only in their designated parking area and they shall not be entitled to park in visitor parking area or designated parking area of any other member of the Project. All parking areas in the Project shall be reserved for particular Unit and such reservations shall be done by the VENDOR. The VENDOR shall decide allotment of exclusive parking slots to any Unit occupier. The VENDOR shall provide one allotted car parking space to each unit purchaser and such allotted car parking shall be mechanical stack parking (up or down) space. If additional parking space is available then the VENDOR may, at its discretion, allot such additional parking space on chargeable basis on first come first serve basis. It is clarified that in mechanical stack parking, as per standard practice and height restriction, one sedan car and one small SUV car can be parked. The Management Body/ VENDOR shall be entitled to take strict action against the PURCHASERS, including imposition of fine, if they don't follow the parking rules. The PURCHASERS 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 PURCHASERS hereby agree to abide by the parking allotment arrangements made by the VENDOR and not to raise any dispute with regards to the same in the future. The Management Body shall be responsible for repair and maintenance of the mechanical stack parking.

6.10 If within a period of five years from date of handing over possession of the said Unit, the PURCHASERS brings to the notice of the VENDOR any structural defect in the Unit/Property or the building in which the Unit is located or any defects on account of workmanship, quality or provision of service, then wherever possible such defects shall be rectified by the VENDOR at its own cost and in case it is not possible to rectify such defects, then the PURCHASERS shall be entitled to receive from the VENDOR, after the VENDOR agrees, 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 (Where the Vendor himself has procured finished goods);

d. In case where guarantees and warrantees are provided by the third parties, the same shall be extended to the PURCHASERS 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 PURCHASERS/Management Body, the VENDOR shall not be responsible for any defects occurring due to the same.; or

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

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

g. The PURCHASERS are hereby informed not to use acid for cleaning bath, toilet, WC, balcony, terrace etc. because usage of acid causes the joints to open/widen resulting in seepage/leakage. In future if there is any leakage/seepage of water/gutter-line due to usage of acid then the PURCHASERS/Management Body shall be responsible for carrying out such repair work in its Unit or in the Unit located on upper/lower floor at their own cost and expense.

h. The PURCHASERS shall not carry 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, in particular it is hereby agreed that the PURCHASERS 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.

i. That the PURCHASERS have been made aware and they expressly agree that the regular wear and tear of the unit/ building/ phase/ wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature and which shall not be deemed to be structural/workmanship defects.

j. It is expressly agreed that before any liability of defect is claimed by or on behalf of the PURCHASERS, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

**7. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PURCHASERS**:

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

7.2 The PURCHASERS shall use the said Unit or any part thereof or permit the same to be used only for commercial purpose. The PURCHASERS shall use the parking space only for purpose of keeping or parking private personal passenger vehicle. The PURCHASERS shall not use the said Unit for the purpose of any residential activity or Paying Guest. If any such activity came to the notice of the VENDOR/ Management Body, then the PURCHASERS shall pay fine as decided by the VENDOR/ Management Body. In addition to the fine, the VENDOR/Management Body shall be entitled to stop such usage by following legal procedure.

7.3 Within 15 days after notice in writing is given by the VENDOR to the PURCHASERS that the Unit is ready for use and occupancy, the PURCHASERS shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Unit) of outgoings in respect of the Project Land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land and Project. Until the Management Body is formed, the

PURCHASERS shall pay to the VENDOR such proportionate share of outgoings as may be determined. The amounts so paid by the PURCHASERS 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 PURCHASERS agree that though they shall become free, independent and absolute owners of the said Unit, the said Unit shall be used, occupied and transferred by them as per rules and regulations that shall be framed by said ManagementBody.

7.5 The PURCHASERS 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 PURCHASERS 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 PURCHASERS 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. The PURCHASERS are made aware and they shall not raise any objection with regards to the fact that the Office Nos. 1201 to 1204 and 1207 to 1212 shall be allotted terrace directly above their respective office units and the terrace above office units 1205 and 1206 shall be common terrace. It is clarified that no permanent or temporary construction shall be permissible on the terrace by any unit purchaser/occupant.

7.6 To maintain the Unit at the PURCHASER'S own cost in good and tenantable repair and condition from the date that of possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Unit is situated and the Unit itself or any part thereof without the consent of the local authorities, if required.

7.7 Not to store in the Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Unit is situated, including entrances of the building in which the Unit is situated and in case any damage is caused to the building in which the Unit is situated or the Unit on account of negligence or default of the PURCHASERS in this behalf, the PURCHASERS shall be liable for the consequences of the breach.

7.8 The PURCHASERS shall at their own cost carry out all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the VENDOR to the PURCHASERS and shall not do or suffer to be done anything in or to the building in which the Unit is situated or the Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the PURCHASERS committing any act in contravention of the above provision, the PURCHASERS shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

7.9 Not to demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the Unit 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 Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC pardis or other structural members in the Unit without the prior written permission of the VENDOR and/or the Management Body. Further the PURCHASERS shall not make any changes to the concealed plumbing piping and NT locations that have been provided by the VENDOR in the Building/Project.

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

7.11 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the Project Land and the building in which the Unit is situated. Further the PURCHASERS shall not create any kind of nuisance of any nature whatsoever which prejudice the rights of the unit purchasers in the said Project.

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

7.13 The PURCHASERS 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 Units therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The PURCHASERS shall also observe and perform all the stipulations and conditions laid down by the Management Body regarding the occupancy and use of the Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

7.14 The PURCHASERS shall permit the VENDOR and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Unit or buildings or any part thereof to view and examine the state and condition thereof. The PURCHASERS 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 PURCHASERS does not get any right, title or interest in the said Unit by virtue of this Agreement for Sale. The titles of the said Unit shall be transferred to the PURCHASERS only after payment of full and final consideration amount (including all aforesaid charges) and upon execution of final sale deed in favour of the PURCHASERS. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Unit or of the said Project Land lot and Building or any part thereof. The PURCHASERS shall have no claim save and except in respect of Unit 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 VENDOR until the same is transferred as hereinbefore mentioned.

7.16 The PURCHASERS 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 Unit(s) in the said Project to any third party on such terms and conditions as it may deem fit and such purchaser/transferee of un-sold Units shall be entitled to become member of the Management Body and use all common areas and facilities in the Project at par with other unit Purchasers/occupiers. Further it is clarified that the VENDOR shall not be liable to pay maintenance deposit or maintenance advance charges or any other regular maintenance charges for any unsold unit in the said Project. The PURCHASERS or Management Body shall not be entitled to demand any such amount or charges from the VENDOR.

7.17 The approved layout/plans shown to the PURCHASERS at the time of signing of this Agreement can be changed / varied/ modified by the VENDOR as per the provisions of Section 14 of Real Estate (Regulation And Development) Act 2016.

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

7.19 The PURCHASERS hereby agree that without prior written consent of the VENDOR/Management Body/Association as the case may be, the PURCHASERS shall not make any alteration to the exteriors of the said Building/Project. Further the PURCHASERS shall install duct/chimney at a designated place only with the consent of the VENDOR. The PURCHASERS shall not change the name of the Project or change the signage installed by the VENDOR. Further the

PURCHASERS shall not put any kind of hoarding, signage board or kind of advertisement in or outside the balcony or any part of the Unit or Project.

7.20 The PURCHASERS shall install the air conditioners, its outdoor unit, its connection, Air Conditioner drip, T.V. connection, its Antenna and any other work in relation to cabling of the aforesaid amenities shall be done only at the place designated by the VENDOR/Management Body.

7.21 The PURCHASERS shall not use common area like terrace other common amenities for any occasion without prior approval of the VENDOR/Management Body and without following the procedure laid down by the VENDOR/ Management Body.

7.22 The PURCHASERS shall not put dust bins, shoe racks etc in the common area of the Building including but not limited to the area opposite to the elevators and outside the door of the Units and in the corridors or anywhere in the Building other than the designated places by the Management Body/Vendor.

7.23 The PURCHASERS 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 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 shown in the Brochure and as may be suggested by the Architect or Engineer of the Project.

7.24 The PURCHASERS 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 Unit, price and the manner in which the VENDOR proposes to develop the said Unit.

7.25 The PURCHASERS will have to bear any Betterment charges or 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.

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

7.27 If the PURCHASERS shall desire to obtain 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 PURCHASERS hereby give consent / permission for the same. The VENDOR will be entitled to claim and receive such payment directly from the Institution and the PURCHASERS hereby give irrevocable consent for the same to VENDOR and Institution. Such disbursements made by the Institution to the VENDOR shall be debited by Institution to housing loan account of PURCHASERS and to be received by VENDOR towards the Purchase Consideration and other amounts to be received under this Agreement.

**8. BINDING EFFECT**

Forwarding this Agreement to the PURCHASERS by the VENDOR does not create a binding obligation on the part of the VENDOR or the PURCHASERS until, firstly, the PURCHASERS sign 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 PURCHASERS 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 PURCHASERS and/or appear before the Sub-Registrar for its registration as and when intimated by the VENDOR, then the VENDOR shall serve a notice to the PURCHASERS for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the PURCHASERS, application of the PURCHASERS shall be treated as cancelled and all sums deposited by the PURCHASERS in connection therewith including the booking amount shall be returned to the PURCHASERS without any interest after deducting an amount of Rs. 10,00,000/- 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 Unit/ Building, as the case may be.

**10. RIGHT TO AMEND**

This Agreement may only be amended through written mutual 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 Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

**12. SEVERABILITY**

The Model form of Agreement for Sale proposed by the Government of Gujarat under the Rules framed by it under the said Act has been modified to incorporate the agreement and terms agreed upon between the VENDOR and PURCHASERS, 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 PURCHASERS and the VENDOR as contemplated by this Agreement shall be deemed to have been duly served if sent to the PURCHASERS or the VENDOR by Registered Post A.D and/or notified Email ID/Under Certificate of Posting at their respective addresses specified below:

**<u>VENDOR:</u>**

Authorized Person : ________________

Email :

Address : ________________

________________

________________

**<u>PURCHASERS</u>**

Authorized Person : __________________

Email :

Address : __________________

__________________

__________________

It shall be the duty of the PURCHASERS 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 PURCHASERS, as the case may be.

**14. JOINT PURCHASERS**

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

**15. GOVERNING LAW**

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

**16. 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.

**17. 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 the parties hereto have hereunto set and subscribed their hand and seal the day and year first hereinabove written.

**-:THEFIRSTSCHEDULE ABOVE REFERRED TO:-**

(Description of Project Land)

All that piece and parcel of the Non Agricultural land bearing Amalgamated City Survey No. 3876 admeasuring about 2539.79 sq.mtrs (As per City Survey Records 2555.67 sq.mtrs.) (old City Survey Nos. 3876, 3877, 3878, 3879, 3880, 3881, 3882, 3883, 3884, 3885, 3886, and 3887 bearing Amalgmated Final Plot No. 193 + (S.P. No 1 of Final Plot No 188) in Town Planning Scheme No. 19) in City Survey Ward – T. P. 19 Memnagar situate, lying and being at Moje Shekhpur-Khanpur, Taluka Sabarmati and in the Registration District of Ahmedabad and Sub District of Ahmedabad-03 (Memnagar).

The said Project land is bounded as under:

On or towards East :

On or towards West :

On or towards North :

On or towards South :

**-:THE SECOND SCHEDULE ABOVE REFERRED TO:-**

(Description of Said Property)

All that premises being Unit No. _____ situated on ______ floor of the said Project "**YASHASVI HRG CROSSROADS**", having a Total Carpet area of _____ square feet, equal to _____ square metres; along with undivided proportionate area of Project Land admeasuring ______ Sq.mts. The detail of the carpet area (As per the said Act) and other appurtenant areas (if any) meant for the exclusive use of the Purchaser of the said Property is as follows:

| Unit No | RERA Carpet Area Sq. mtrs. | Balcony Area Sq. mtrs. | Total Area Sq. mtrs. | Undivided share in Project Land Sq. mtrs. |
|---|---|---|---|---|
| | | | | |

**-:<u>THE THIRD SCHEDULE ABOVE REFERRED TO:-</u>**

(Details of common areas and facilities of Project)

Basement Parking

Lifts

Staircase

Under Ground Water Tank

Over Head Water Tank

Common Foyer

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

SIGNED, SEALED & DELIVERED )
BY THE WITHIN NAMED: )
**BROWNFIELD PROJECTS LLP** )
Through its Authorized Signatory )
___________________________ )
)

In the presence of : )

**<u>WITNESS</u>**

______________

______________

**ANNEXURES**

**ANNEXURE "A"**

**(Copy of Real Estate Regulatory Authority Certificate)**

**ANNEXURE "B"**

**(Copy of Unit plan)**

**ANNEXURE "C"**

**(Details of fixtures and fittings with flooring, sanitary fittings and specifications of Unit)**

**SCHEDULE OF REGISTRATION ACT SECTION – 32 A**

**THE VENDOR :-**

______________________ ___________________

**BROWNFIELD PROJECTS LLP** Through its Authorized Signatory
**Mr. ________________________**

**THE PURCHASER/S :-**

______________________ ___________________

**(1)**

______________________ ___________________

**(2)**