

Draft copy

AGREEMENT FOR SALE
(without Possession)

This Agreement for sale is made at Ahmedabad on 2023 by and between the following parties:

SAMAY REALTY, a partnership firm having office at: 3/C, "Aminesh" Jain Merchant Society, Mahalaxmi Cross Roads, Paldi, Ahmedabad-380007 PAN: AEBFS6745P. through its authorized partner Ashish Navinchandra Parikh, aged- 59 years, hereinafter referred as "The Owner" or " The Vendor" or "The Party Of The First Part" (which expression unless repugnant to the context or meaning hereof shall mean and include all partners and their legal heirs, associates, successors, administrator, and or assigns etc) of the FIRST PART.

AND

(1) _____, aged about ____ years, having PAN NO: _____ & (2) Mrs. _____, aged about ____ years having PAN NO: _____ Both Residing at: _____ (hereinafter referred to as "The Purchaser/s" or "The Parties Of The Second Part" (which expression, unless repugnant to the context or meaning hereof shall mean and include he/she/it/their legal heirs, associates, successors and or assigns);

WHEREAS the owner is the seized and possessed of and otherwise well and sufficiently entitled to all that Residential Non-Agricultural land bearing Sub-Plot No: 4, (forming part of land of Final Plot No: 180) land admeasuring 1,017 Sq.Yds equivalent to 850.33 Sq.Mtrs or thereabout (as per old Final Plot No: 822, Sub-Plot No: 4, land admeasuring 1,050 Sq.Yds) within THE JAIN MERCHANT CO-OPERATIVE HOUSING SOCIETY LIMITED forming part of land bearing Final Plot No: 171 to 181 of Town Planning Scheme No: 6 of Mouje/Village: PALDI, Taluka: Sabarmati, of District Ahmedabad (hereinafter referred to as "THE SAID ENTIRE LAND")

AND WHEREAS The Non- Agricultural Permission for Residential use for the land bearing Final Plot No: 171 to 181 of Town Planning Scheme No: 6, was given by Competent Authority Ahmedabad, (1) by order no: LND/3067 of dated:29/07/1935 (2) by order no: LND/67 of

dated:17/03/1967 (3) by order no: LND/33 of dated:07/09/1938 (4) by order no: LNDNASR/160 of dated:17/07/1940 (5) by order no: LND/805 of dated:11/04/1944 & (6) by order no: LNDNASR/6048 said fact were recorded in Village Form No: 2.

AND WHEREAS the Vendor viz: SAMAY REALTY had purchased the said entire land of the scheme viz: Sub-Plot No: 4, (forming part of land of Final Plot No: 180) land admeasuring 1,017 Sq.Yds equivalent to 850.33 Sq.Mtrs or thereabout (as per old Final Plot No: 822, Sub-Plot No: 4, land admeasuring 1,050 Sq.Yds) within THE JAIN MERCHANT CO-OPERATIVE HOUSING SOCIETY LIMITED forming part of land bearing Final Plot No: 171 to 181 of Town Planning Scheme No: 6 of Mouje/Village: PALDI from its owner-occupant viz; (1) MUNIR VINODVHANDRA MEHTA (2) RUPAL WD/O KUSHAL VINODBHAI MEHTA (3) PRATHIV KUSHAL MEHTA & (4) NEEL KUSHAL MEHTA by Sale- Deed, which was executed and Registered with the Sub-Registrar and Of Assurances at Ahmedabad 4 (Paldi) on 10/03/2023 by Serial No: 3751 and therefore Vendor name were mutated in the Society Records and in Share Certificate.

AND WHEREAS the Vendor has desired to develop the said entire land by launching a scheme of Residential Plot/Bungalow and for the said purpose the Vendor had launched the scheme known as "AANGI BUNGLOWS -2" on the said entire land in accordance with the Plans for the construction were approved by Ahmedabad Municipal Corporation by its Application No. 001BDP23240804 and Development Permission No: 001BP23240621 of dated: 22/07/2023 and construct 4 (four) Bungalows on the Project Land, there is a common 4.80 Meters Wide Approach Road between Bungalow No. 4/A + 4/B + 4/C & 4/D which is to be kept open forever and also as ingress and egress for Bungalow No- 4/B and 4/C. The said approach road is to be kept open and the ownership of this road will be divided equally between the plot area of Bungalow No-4/A + 4/B + 4/C & 4/D. In the open approach road Bore Well and Underground Water Tank will be constructed for all and will be considered as common amenities and facilities for all four Bungalows. The open approach road will be kept open to sky and cannot park their any type of vehicles also no temporary or permanent construction is to be made by Member/Owner of the Scheme and if at all any temporary or permanent construction is done by any of

them then they will be liable for all the legal consequences. the owner has accordingly commenced construction of the said Scheme therefore the Building Use Permission is yet to be received from the Ahmedabad Municipal Corporation.

AND WHEREAS the Owner had register 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 vide Registration No: _____ on _____.

AND WHEREAS the Purchaser/s has/have desired to become member of the said scheme and requested to execute an agreement for sale for the constructed premises bearing Bungalow/Unit No: __, land admeasuring _____ Sq.Yds i.e _____ Sq. Mtrs or thereabout (Super Plot area which including undivided share in common road) & _____ Sq.Yds i.e _____ Sq.Mtrs or thereabout (Net Plot area) together with construction thereon admeasuring _____ Sq.Yds i.e _____ Sq.Mtrs (RERA Carpet Area/means the net usable floor area of Bungalow including balcony area admeasuring _____ Sq. Mtrs & the area covered by the internal partition walls of the property but excluding the area covered by the external walls, areas under services shaft, and exclusive open terrace area, common road, etc) together with right of way for the purpose of the said Unit transferred to the Allottee/s and to use all common areas and facilities provided in the said Scheme for the use of Allottee/s and more particularly for the use of the said Unit transferred under this Agreement of the scheme known as "AANGI BUNGLOWS -2" more particularly described in the schedule herein under written (hereunder referred as a "THE SAID PROPERTY" or "THE SAID BUNGALOW") and the Vendor agreed to execute the agreement for sale in favour of the Purchaser/s herein as per the terms and conditions mentioned herein.

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.

AND WHEREAS on demand from the Purchaser/s the owner has given inspection to the Purchaser/s of all the documents and they has/have verified the titles of the said property to be conveyed herein and also verified and studied, obtained independent legal advice and explained to himself/herself/itself the agreement documents, papers, writings, permission and approvals of the authorities, relating to the acquisition of the said Land, sanctioned plans, designs and specifications of the said Project Scheme, and certificate and the authenticated copies of report on title of the Said entire Land issued by owner's Advocate and authenticated copies of Village Forms VI and VII and XII and Society's Records, Permissions or any other relevant revenue record showing the nature of the title of the Project Land on which the property were constructed and also materials use/to be use in the construction of said unit and building and also measured and verified the measurement of said property, and has satisfied himself/herself/itself completely in all respects and now purchaser/s himself/herself/itself shall not be entitled to raise any disputes or further requisitions whatsoever in this regard.

AND WHEREAS under Section 13 of the said Act, the Owner is required to execute a written Agreement for Sale of said Bungalow with the Purchaser/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES:

- (1) The Vendor have agreed to sell/transfer and convey the said Property to the Purchaser at or for a lump sum consideration of Rs: _____/- (Rupees _____ Only) (which include external walls, fittings, fixtures, electric connection, balcony or verandas, open terrace, common road, common board, etc.) The Purchaser/s has/have paid/to be paid following amount as earnest consideration amount to the Vendor for which, Vendor has acknowledged the receipt of the said amount and the remaining amount will be payable as per understanding as mentioned herein under, the party of the first part will handover vacant, exclusive and peaceful possession of the said land/property on or before execution of

conveyance and other documents in favour of the party of the second part and on receiving.

Sr. No.	Particulars	Rs.	Name of the Bank	Cheque no.	Date
1.					
2.					

- (2) The period to complete the transaction for the sale of the said Property and to execute and Registered the Conveyance Deed along with Possession in favour of the Purchaser/s is fixed up to 14/12/2025 from the date of this Agreement, subject to Vendor shall be entitled to reasonable extension for giving delivery of property in the aforesaid date, if the completion of said property is to be delayed on account of war, civil commotion or act of God or any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (3) It is also agreed by the Purchaser that balance amount of this agreement will pay within in following manner, It is further agreed that in case of delay of 3 (Three) installment of the payments the Vendor shall have discretion to extend the period for completion for sale of the said Land/Property subject to charging interest at the rate MCLR+ 2 % on remaining unpaid consideration and other charges or shall at his own option, may terminate this Agreement, Further provided that, owner shall give notice of fifteen (15) days in writing to the Purchaser/s, by Registered Post AD at the address provided by the them or mail at the e-mail address if provided, 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/s fails to rectify the same within the period of notice then at the end of such notice period, this Agreement shall stand automatically cancelled, further that, upon termination of this Agreement as aforesaid, the owner shall refund to the Purchaser/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to owner) within a period of thirty days of the termination. If the Vendor fails to abide by the time schedule for

completing the Project and handing over the Possession to the Purchaser and the Vendor agrees to pay to the Purchaser the balance amount and does not intend to withdraw from the Project, then Vendor entitled to pay interest at the rate of MCLR+ 2 %, on paid amounts. It is also agreed by and between the parties herein that Purchaser has agree to purchase the said property in one time full payment therefore purchaser is hereby waived the right to pay in installment therefore purchaser will or not create any dispute or suit or complain before RERA authority for the same.

Sr	Amount in Rs	Installment amount in %
1	Rs:_____/-	(not exceeding 30 % of the total sale consideration with applicable Tax) to be paid to the Vendor herein after execution of this Agreement
2	Rs:_____/-	(not exceeding 45 % of the total sale consideration with applicable Tax) to be paid to the Vendor herein on completion of plinth level of the building
3	Rs:_____/-	(not exceeding 70 % of the total sale consideration with applicable Tax) to be paid to the Vendor herein on completion of slabs including podium and stilts of the building
4	Rs:_____/-	(not exceeding 75 % of the total sale consideration with applicable Tax) to be paid to the Vendor herein on completion of walls, internal plaster, floorings, doors and windows of the building
5	Rs:_____/-	(not exceeding 80 % of the total sale consideration with applicable Tax) to be paid to the Vendor herein on completion of sanitary fittings, staircase, lift wells, lobbies up to the floor level of the building
6	Rs:_____/-	(not exceeding 85 % of the total sale consideration with applicable Tax) to be paid to the Vendor herein on completion of external plumbing and plaster, elevation, terraces with water proofing of the building
7	Rs:_____/-	(not exceeding 90 % of the total sale consideration with applicable Tax) to be paid to the Vendor herein 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 prescribed in the agreement of sale of the building
8	Rs:_____/-	(Balance total sale consideration with

		applicable Tax) to be paid to the Vendor herein on against and at the time of handing over of the possession of the property along with applicable tax Stamp duty Registration charges, Maintenance Charges etc
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(Note- The abovementioned schedule is only a model form of schedule, which may be modified and adapted in each case having regard to the facts, circumstances and terms of booking agreed between the Promoter and Allottee.)

- (4) All taxes, Revenue tax, Municipal charges, Original Society Maintenance and other including cess due and payable up to the date of completion of sale/possession of the said property shall be borne and payable by the first party thereafter, the same will be borne by the Purchaser/s only.
- (5) (1) Jain Merchant Co-Operative Housing Society, established under the provisions of Gujarat Co-Operative Society Act of 1961, bearing registration no. B-188 dated 01.04.1935 exists for the common object and purposes of the Project, and to run, operate, maintain, manage, deal with and attend to common amenities and facilities of Project. The Allottee shall become a member by purchasing necessary shares and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for becoming a member of the said society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee. All the rules, regulations and decisions of the said society will be binding to the Allottee and Allottee shall honor, observe, perform, do and act in accordance therewith. The Allottee shall be liable to pay the requisite transfer fees to the Society after which their name would be entered into the society records. Also, it is agreed by this indenture that the Co-Operative Society will issue 2 share certificate against these 4 Bungalows and any two Bungalows will have one common share certificate and likewise other two Bungalows will have one common share certificate. No objection shall be taken by the Allottee if any, changes or modifications are made in the bye-laws, or leaflet of the Society by resolution passed in common or annual general meeting of the society or as may be

required by the registrar of co-operative societies, as the case may be, or any other competent authority.

(2) It is agreed that AOP is/will be form of the members of the scheme known as "AANGI BUNGLOWS -2" The Rules, Regulations or Resolutions made and may be adopted by the Service Society or AOP from time to time shall be binding on the Member/s. The Purchaser/s shall pay for common maintenance expenses to the Service Society/AOP, The aforesaid amounts are exceeding from the sale consideration as agreed upon as mentioned in this Agreement for Sale by the Purchaser/s herein. Said amount shall be paid by the Purchaser/s on or before the conveyance of the said Property. The member/s agrees that the essential supply and services will be enjoyed commonly with other members of the scheme and shall be managed collectively or by the Service Society or AOP, as the case may be. The member/s shall be entitled to use the common portions provided by the Original Society as co-sharers.

(3) And the Promoter does hereby covenant with the Allottee/s that if required as per applicable law, the Allottee/s shall, upon formation of the Service Society/AOP of the Allottee/s or the competent authority, grant, convey, release and assure the undivided proportionate title in the common areas to the Service Society/AOP of the Allottee/s or the competent authority, or as may be directed by the RERA authority as the case may be;

(6) The Vendor hereby declares that the Floor Space Index available as on date in respect of the project land is 1506.53 Sq.Mtr only and Vendor has planned to utilize Floor Space Index of 1163.95 Sq.Mtr and availing of TDR or FSI available on payment of premium or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to development control and regulations, which are applicable to the said project. The vendor has disclosed the Floor Space Index of 1163.95 Sq.Mtr as proposed to be utilized by them on the project land in the said project and purchaser has agreed to

purchase the said property based on the proposed construction and sale of property to be carried out by the Vendor by utilizing the proposed FSI and on the understanding that the "Declared" proposed FSI shall belong to Vendor Only.

- (7) The member shall not create any nuisance and annoyance or throw or storage any objectionable material on the ground, passage and common space.
- (8) It is understood by the member/s that he/she/it shall not be entitled to carry out any work on the walls, ceiling and the floor which is enjoyed in common with the adjoining members and that no ventilation etc, shall be made thereon, without prior consent of the affected member/s or Service Society.
- (9) The purchaser shall insure and keep insured the said property against all loss or damage by and from fire, earthquake, riot, war, flood or act of God or other such risk to the said property.
- (10) The Vendor intends to enter or already entered into separate Agreement/Conveyance with several other Purchaser/s in respect of other units in the scheme. The Vendor may enter or already entered into such Agreement/Conveyance with such rights and liabilities and on such terms and conditions as it may deem, fit and proper, which may be in variation with rights, liabilities, terms and conditions agreed upon with the Purchaser herein.
- (11) The entire scheme is and will always be known as "AANGI BUNGLOWS -2" and the same shall not be changed in any circumstances. The Purchaser/s shall at no time demand partition of their interest in the entire land, it being agreed and declared by the Purchaser/s that their interest in the said land is impartial. The Purchaser/s hereby covenants to keep the said property, walls and partition walls, sewers, drains, pipes and appurtenances thereto belonging to, in good and tenantable repair and conditions and in particular so as to support, shelter and protect the parts of the unit other than his/her/it property. The Purchaser/s shall not use the said property or permit the same to be used for Residential use which it is meant for or for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the other unit/s nor for

any illegal or immoral purpose. The Purchaser/s shall not at any time demolish or cause to be demolished the said property or any part thereof. The Purchaser/s shall not make any alterations in the elevations and outside color of the scheme of the said property purchased by them.

- (12) The Purchaser/s has to perform the terms and conditions required to be performed by him/her under this Agreement and is/are ready and willing to obtain conveyance in his/her/their favour but if, the Vendor fails or neglect to execute the conveyance, then the Purchaser/s shall be entitled to obtain specific performance of this Agreement against the full and final payment of balance sale consideration and other dues or remaining money to the Vendor.
- (13) The Vendor assures and undertake to the second party that up till now it has not transferred or agreed to transfer or lease or license, or not entered into any kind of Agreement for Sale or transfer of the said property or any part thereof in any manner to anyone else and nobody else is having any right in the said property. The first party further declares that there is no acquisition or requisition or reservation in respect of the said property or any part thereof and that no litigation or any attachment or any other proceedings whatsoever is pending in respect of the said property in any judicial or quasi-judicial court or before any central or State Government authority or before any Arbitrator anywhere in India.
- (14) The "AANGI BUNGLOWS-2" Project will have the facilities which the Allottee has seen and approved. The Allottee has also agreed with Promoter, that Promoter may make such minor changes, additions, omissions, modifications or alterations in the scheme as may be required to be done by the Government or any other concerned authorities which Promoter may consider desirable for the improvement of scheme and this shall operate as an irrevocable consent of the Allottee for making such changes, additions, omissions, modifications or alterations

(15.1) PROCEDURE FOR TAKING POSSESSION –

The Vendor, upon obtaining the occupancy certificate from the competent authority and the payment made by the

Allottee/Purchaser/s as per the agreement shall offer in writing the possession of the Bungalow/Unit, to the Allottee/Purchaser/s in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Vendor shall give possession of the Bungalow/Unit to the Allottee/Purchaser/s. The Vendor agrees and undertakes to indemnify the Allottee/Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor. The Allottee/Purchaser/s agrees to pay the maintenance charges as determined by the Vendor or association of allottees/Purchaser/s, as the case may be. The Vendor on its behalf shall offer the possession to the Allottee/Purchaser/s in writing within 7 days of receiving the occupancy certificate of the Project.

- (15.2) The Allottee/Purchaser/s shall take possession of the Bungalow/Unit within 15 days of the written notice from the Vendor to the Allottee/Purchaser/s intimating that the said Property is ready for use and occupancy
- (15.3) Failure of Allottee/Purchaser/s to take Possession of Bungalow/Unit
Upon receiving a written intimation from the Vendor as per clause 15.1, the Allottee/Purchaser/s shall take possession of the Bungalow/Unit from the Vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor shall give possession of the Bungalow/Unit to the allottee/Purchaser/s. In case the Allottee/Purchaser/s fails to take possession within the time provided in clause 15.1 such Allottee/Purchaser/s shall continue to be liable to pay maintenance charges as applicable.
- (15.4) It is further clarified that If within a period of five years from handing over the possession of Bungalow/Unit or from date of the Sale-Deed, the Allottee/Purchaser/s brings to the notice of the Vendor, only structural defect in the bungalow or the building wherever possible such defects shall be rectified by the Vendor at his own cost and in case it is not possible to rectify such defects, then the Allottee/Purchaser/s shall be entitled to receive from the Vendor, compensation for such defect in the manner as provided

under the Act. Provided that the Vendor shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Vendor or beyond the control of the Vendor but any account of chemical or rough usage or any change in the usage which contrary with the rules and regulations of the society/Scheme, as well as, the local authority by the unit holder or the member/s, the Vendor shall not be responsible for breach of any law, rules and regulations and the member/s will be liable for all consequences ensuing on such breach.

- (16) Any direct or indirect tax liability in respect of this transaction, as a sale or otherwise either as a whole or in part or in respect of any inputs or materials or equipments used or supplied in execution of or in connection with this transaction or for use of the Recreation and Miscellaneous Facilities such as 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, chowkidars and another expenses necessary and incidental to the management and maintenance of the Project Land and all legal costs, charges and expenses, including professional costs of the advocates of the owner in connection with formation of the said Service Society, or Apex Body for preparing its rules, regulations, and bye-laws and the cost of preparing and engrossing the conveyance or assignment and stamp duty and registration charges shall be borne and paid by the purchaser/s on demand by the owner. All payments are thus understood by the purchaser/s to be net of tax. He/they accept/s all liabilities unconditionally to pay additional amounts to the Vendor/land owner, equal to any such tax that may be imposed, with regard to any aspect of this Agreement, including but not limited to consideration amount of Property.
- (17) The Vendor shall maintain a separate account in respect of sums received by the them from the Purchaser as advance or deposit, or on account of the share capital of the Co-operative Society or Association or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

- (18) It is also agreed that the total price as stated above excludes taxes (i.e Value Added Tax, Service Tax, GST or any other 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 bungalow, which shall be separately payable by the Purchaser/s in the manner as may be decided, but any escalations/increases, on account of development charges payable to the competent authority or any other charges which may be levied or imposed by the competent authority, Local Bodies / Government from time to time and on the demand of Vendor to the Purchaser/s 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 then the purchaser is liable to pay such subsequent payments.
- (19) It is also agreed that The Vendor shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the Building is complete and the Occupancy Certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation of three percent (3 %). If any change found, the total price payable for the carpet area shall be recalculated and If there is any reduction in the carpet area found then the Vendor shall refund the excess money paid by the Purchaser/s within forty-five days with annual interest at the rate of ____ % from when such an excess amount was paid by the Allottee and If there is any increase in the carpet area found then the Vendor shall demand additional amount from the Purchaser/s and the Purchaser/s is duty bound to pay the same at the same rate per square metre as agreed by this Agreement It is also agreed that the Purchaser/s is authorizes the Vendor to adjust/appropriate all payments made by him/her under any head/s of dues against outstanding, if any, in his/her name as the Vendor may in deem fit and the Purchaser/s undertakes not to object for adjusting his payments in any manner.

- (20) The Vendor hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the bungalow to the Purchaser/s, obtain from the concerned local authority in respect to the said scheme.

RIGHT TO AMEND

- (21) This Agreement may only be amended through written consent of the Parties herein, if any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made, such provisions of the Agreement shall be amended 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 as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable at the time of execution of this Agreement.

JOINT PURCHASER

- (22) It is also agreed that in case there are Joint Purchaser, all communications shall be sent by the Vendor to the Purchaser's, whom name mentioned first and at the address given by them which shall for all intents and purposes to consider as properly served on all the Purchaser/s. It shall be the duty of the Purchaser/s 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 and or the Purchaser/s herein.

DISPUTE RESOLUTION

- (23) Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute, which shall be referred to Gujarat Real Estate Regulatory Authority, as per the provisions of the Real Estate (Regulation and Development) Act, 2016.

GOVERNING LAW

- (24) That the rights and obligations of the parties 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.

SEVERABILITY

- (25) If any provision of this agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulation made there under or under other applicable laws, such provision of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with purpose of this agreement and to the extent necessary to confirm to Act or the Rules and Regulation made there under or the applicable law, as the case may be, and the remaining provision of this Agreement shall remain valid and enforceable as applicable at the time of execution of this agreement.

NON-CREATION OF MORTGAGE

- (26) After the Promoter executed this agreement he shall not mortgage or create a charge on the said Bungalow and if any such mortgage or charge is made or created the notwithstanding anything contained in any other law for the time being in force, such mortgage shall be cleared and an a no-due certificate and a release of charge shall be obtained before the Sale-deed is executed
- (27) All expenses of Stamp Duty, Registration Fees, Misc. expenses for the Conveyance (Sale deed) shall be borne by the Purchaser/s Only.

SCHEDULE-1

(Description of Project Land)

ALL THAT property bearing Sub-Plot No: 4, (forming part of land of Final Plot No: 180) land admeasuring 1,017 Sq.Yds equivalent to 850.33 Sq.Mtrs or thereabout (as per old Final Plot No: 822, Sub-Plot No: 4, land admeasuring 1,050 Sq.Yds) along with proportionate undivided right in land of Common Plot and Common Road of Society along with Membership and Share Certificate rights within THE JAIN MERCHANT CO-OPERATIVE HOUSING SOCIETY LIMITED forming part of land bearing Final Plot No: 171 to 181 of Town Planning Scheme No: 6 of Mouje/Village: PALDI, Taluka: Sabarmati, of District Ahmedabad

The said entire land of the scheme is bounded as follows:-

- On the East by: Sub-Plot No: 5
- On the West by: Road
- On the North by: Sub-Plot No: 3
- On the South by: Road

SCHEDULE-2

(Description of Bungalow)

Bungalow/Unit No: __, land admeasuring _____ Sq.Yds i.e _____ Sq. Mtrs or thereabout (Super Plot area which including undivided share in common road) & _____ Sq.Yds i.e _____ Sq.Mtrs or thereabout (Net Plot area) together with construction thereon admeasuring _____ Sq.Yds i.e _____ Sq.Mtrs (RERA Carpet Area) of the Scheme Known as “AANGI BUNGLOWS -2” along with proportionate undivided right in land of Common area of the Project together with all rights and appurtenances from sky to bottom of earth,

The said property bounded as under.

On the East by:

On the West by:

On the North by:

On the South by:

SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED VENDOR

SAMAY REALTY
through its Authorized Partner
Ashish Navinchandra Parikh

In Presence of:-

1. _____

2. _____

Photo Schedule for Registration Under Section 32 (a)

Names	Photo	Thumb Impression
<u>Vendor</u> _____ SAMAY REALTY through its Authorized Partner Ashish Navinchandra Parikh		
<u>Purchaser/s</u>		

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