

AGREEMENT FOR SALE WITHOUT POSSESSION
RESIDENTIAL

OF

ALL THAT **Residential Unit** on _____ Floor, on _____ Block
admeasuring about ____ sq.Yds., equivalent to ____ sq.mts., of carpet
area together with ____ sq.Yds., equivalent to ____ sq.mts., balcony
area, together with ____ sq.Yds., equivalent to ____ sq.mts., wash area in
the Scheme known or described as “**ARYAMAN GLORY**”, constructed
on the land situate, lying and being at Tragad (sim), Taluka
Ghatlodiya, in the Registration District and Sub District Ahmedabad-8
(Sola), bearing Survey No. 248/2, admeasuring about 2428 sq.mts.,
included in Draft Town Planning Scheme No. 72 (Tragad-Zundal),
allotted Final Plot No. 48/2, admeasuring about 1457 sq.mts

MADE AT AHMEDABAD,
ON _____ DAY OF _____ 2021

BETWEEN

M/S. ARYAMAN INFRABUILD (PAN: ABNFA4914F), a Partnership Firm, registered under the Indian Partnership Act, having its office at: "Aryaman Glory", Near Pavitra Enclave Chandkheda-Tragad Road, Ahmedabad-382 424, represented through its Partners Mr. Miraj Tilak Bharani (PAN: BRNPS 2536 N), (AADHAR CARD NO. 270967365616), Aged years, Hindu by Religion, Occupation and/or Gopal Maganbhai Patel (PAN: AGGPP 9480 P), (AADHAR CARD NO. _____), Aged years, Hindu by Religion, Occupation jointly or severally, hereinafter called "THE PROMOTER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its partners as at present and from time to time and its successors and assigns) of the One Part.

AND

MR./MRS./MISS/M/S. _____ (PAN: _____) (ADHAAR CARD NO. _____), Aged years, Hindu by Religion, Occupation Address _____, hereinafter called "THE ALLOTTEES" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include their respective heirs, legal representatives, executors and successors) of the Other Part

WHEREAS

1. The Promoter is absolute Owner and seized and possessed of or otherwise well and sufficiently entitled an immoveable property, being pieces and parcels of Non Agricultural Land situate, lying and being at Tragad (sim), Taluka Ghatlodiya, in the Registration District and Sub District Ahmedabad-8 (Sola), bearing Survey No. 248/2, admeasuring about 2428 sq.mts., included in Draft Town Planning Scheme No. 72 (Zundal-Tragad), allotted Final Plot No. 48/2, admeasuring about 1457 sq.mts., more particularly described in the **First Schedule** hereunder written (Hereinafter referred to as the "Project Land").

AND WHEREAS

2. The Promoter, by or under a Deed of Conveyance dated 13th day of August, 2019 registered under Sr. No. 15163 has acquired the Project Land.
3. The Promoter in view of the above is entitled and enjoined upon to construct – develop building - scheme on the Project Land and also to deal with and dispose of the same and receive sale consideration in respect thereof in the manner it may deem fit and proper, subject however to compliance of the provisions of Real Estate (Regulation & Development) Act, 2016.

AND WHEREAS

4. The Promoter has proposed and promoted a scheme thereon, known or described as “**ARYAMAN GLORY**” (Herein after called the “Scheme” or “Project”), consisting of one Block /Building consisting of various commercial Units and residential Units, being Units, apartments, offices, showrooms, work spaces, etc., and related infrastructure by utilizing the available Floor Space Index (FSI) of the Project Land.
5. The Scheme has been constructed or proposed to be constructed by the Promoter in the manner that, said scheme shall consist of residential and commercial units jointly wherein the ground floor thereof abutting the main road shall consist of commercial units and First floor to twelfth Floor shall consist of residential Units. The present Agreement for Sale and contents hereof are applicable to the extent of the Allottees of the residential Units of the Project.
6. The development and construction plans, specifications and designs of the Project have been sanctioned by Ahmedabad Urban Development Authority, as per Development Permission, dated 28th January, 2021, bearing No. 04448/041120/A4208/RO/M1 in the manner as stated therein (Hereinafter referred to as the “Development Plans” or “Sanctioned Plans”). The expression “Development Plans” or “Sanctioned Plans” shall mean and include all and every additions, alterations, modifications therein that may be made by the Promoter from time to time during the progress of the work and implementation of the Project and thereafter.
7. The Project Land is granted permission for Non Agricultural permission by or under an order of Hon’ble Collector, Ahmedabad, bearing No. CB/Land-1/N.A/S.R-949/2018/FMPS No. 323024, dated 22nd October, 2018. Said fact was also recorded in revenue records by mutation entry No. 4455 dated 27/12/2018.

AND WHEREAS

8. The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority at Gandhinagar, on day of, 2021, under registration No. PR / GJ/ AHMEDABAD / AHMEDABAD CITY / AUDA//..... authenticated copy is attached in Annexure “A”.

AND WHEREAS

9. The Promoter has sole and exclusive right to sell the Units in the said building to be constructed by the Promoter on the Project Land and to enter into Agreement/s with the allottee(s) of the Units and to receive the sale consideration in respect thereof.
10. On demand from the Allottees, the Promoter has given for inspection to the Allottees of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Promoter’s Architects **M/s. Deepsan Planning and Liassioning** and of such other documents as

are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder and the Allottees are satisfied in respect of the same.

AND WHEREAS

11. The authenticated copy of Certificate and Report on Title issued by M/s. H. Desai & Company, Advocates & Solicitors, dated 15th June, 2018, bearing Reference No. 79/2018/HHD/ of 2018, authenticated copies of extract of Village Forms 6, 7/12 and 8-A showing the nature of the title of the Promoter to the Project Land on which the Project Building is constructed or is to be constructed have also been inspected by the Allottees and is satisfied in respect of the same.
12. The authenticated copies of the Development Plans have been inspected by the Allottees.
13. The authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the building and open spaces are proposed to be provided for on the said project has also been inspected by the Allottees.
14. The authenticated copies of the plan of the Unit agreed to be purchased by the Allottees has been annexed and marked as Annexure "B".

AND WHEREAS

15. The Promoter has obtained the required approvals and permissions as stated above from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall apply for to obtain any other approvals that may be required from various authorities from time to time, including to obtain Building Use Permission for the said Project.
16. While sanctioning the said Development Plans, concerned local authority and/or Government have laid down certain terms, conditions, stipulations and restrictions. The Promoter will observe and perform the applicable of them, upon observance and performance of which the Building Use Permission in respect of the said building / Project shall be granted by the concerned local authority.

AND WHEREAS

17. The Promoter has accordingly commenced construction of the said building / Project in accordance with the said approved Development Plans.
18. The Scheme – Project is planned to be implemented in the manner that:-

- (i) Each Allottees shall be transferred by way of absolute sale, specific Unit together with proportionate undivided share in the Project Land.
- (ii) Each of the Allottees of the Units in the Scheme shall be entitled to use jointly with other Allottees of the Units in the Scheme, common amenities and facilities forming part of the Scheme, which are made available and/or meant for the common use of all the Allottees of the residential Units in the Scheme, subject however to the rules and regulations of the Scheme – Maintenance Body (as stated hereafter).

19.i) The Allottees have applied to the Promoter for absolute purchase of the residential Unit in the Scheme / Project, being Unit No. _____, on _____ Floor, on _____ Block admeasuring about ___ sq.Yds., equivalent to ___ sq.mts., of carpet area together with _____ sq.Yds., equivalent to _____ sq.mts., balcony area, together with ___ sq.Yds., equivalent to ___ sq.mts., wash area situated in the Scheme known or described as **“ARYAMAN GLORY”**, constructed on the land situate, lying and being at Tragad (sim), Taluka Ghatlodiya, in the Registration District and Sub District Ahmedabad-8 (Sola), bearing Survey No. 248/2, admeasuring about 2428 sq.mts., included in Draft Town Planning Scheme No. 72 (Tragad-Zundal), allotted Final Plot No. 48/2, admeasuring about 1457 sq.mts, more particularly described in the **Second Schedule** hereunder written (Hereinafter referred to as the “Said Unit”).

AND

- ii) sq.mts., equivalent to sq.Yds., undivided and unbifurcated share in the Project Land (hereinafter called the “Said Undivided Land”) to be determined at the time of completion of sale.

AND

- iii) Right to use common amenities and facilities of the Scheme available to the Allottees of the residential Units therein

For the consideration of **Rs.....=.... (Rupees only)** (Hereinafter referred to as the “Consideration” or “Sale Price”).

Said Unit, undivided share in the Project Land and right to use common amenities and facilities jointly be referred to as the “Said Unit”.

Note:

The carpet area of the said Unit is Sq.mts. equivalent to Sq.Yds and "carpet area" means the net usable floor area of a Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the Unit.

AND WHEREAS

20. 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;
21. Under section 13 of the said Act the Promoter is required to execute a written Agreement for Sale of said Unit with the Allottees, being in fact these presents and also to register said Agreement under the Indian Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottees hereby agree to purchase the “Said Unit”.

NOW THIS AGREEMENT RECORDS AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. **DEFINITIONS.**

- (a) **“Promoter”** shall mean and include the Promoter herein viz. M/s. Aryaman Infrabuild, a Partnership Firm through its any of the partners from time to time as the Promoter of the Project Land as the Promoter and Promoter for the construction of the Said Scheme.
- (b) **“Allottees”** herein shall mean and include the Allottees-Proposed Purchasers of the residential Unit in the Scheme and all persons authorized by and/or claiming under the Allottees. No assignees shall be considered as the Allottees unless prior permission of the Promoter has been obtained.
- (c) **“Unit”** so far as the Allottees are concerned shall mean and include the Unit specifically agreed to be allotted to them.
- (d) **“Undivided Share”** shall mean and include the proportionate undivided share to be fixed and agreed to be transferred to the Allottees herein from the Project Land.
- (e) **“Common Amenities and Facilities”** shall mean and include all the common amenities, facilities, services and conveniences etc. including (but not limited or restricted to) common parking, terraces, other common areas and places, overhead and underground tanks, common electrifications, water supply, fire safety systems, lifts, drainage, sewerage lobbies, staircases etc. to be actually be made available in the Scheme to all the Allottees of the residential Units only, more particularly described in the **Third Schedule** hereunder written.

Note:

Common amenities and facilities provided to the Allottees of the commercial units of the Scheme and of the residential Units in the Scheme are entirely separate and distinct from each other. The Allottees of the residential Units are and shall not be entitled to any rights in the Common amenities and facilities provided to the

Allottees commercial units and the Allottees of the commercial units are and shall not be entitled to any rights in the common amenities and facilities provided to the Allottees of the residential Units in the Scheme. (The Allottees of the commercial units shall be entitled to right in the common amenities and facilities of the residential Units limited to the extent of the overhead water tank located in the said Block).

- (f) **“Approval and/or permissions”** shall mean all and every approval, orders, permissions etc., obtained or to be obtained under specific applicable laws for the time being in force and shall not include any approval or permission that are required to be obtained separately by the Allottees or which the Promoter has not specifically agreed to obtain.
- (g) **“Plans”** shall mean and include the plans approved/to be approved by the Ahmedabad Urban Development Authority or such additions, alterations and modifications made therein as are required or that may be made by the Promoter.
- (h) **"Force Majeure"** means any event or combination of events or circumstances beyond the control of a Party which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures be prevented, or caused to be prevented, and which adversely affects a Party's ability to perform obligations under this Agreement, which shall include but not be limited to:
 - (i) acts of God i.e. fire, drought, flood, earthquake, epidemics, tempest or deaths or disabilities;
 - (ii) explosions or accidents, air crashes and shipwrecks;
 - (iii) strikes or lock outs or shortage of – by labourers or any person engaged in construction – development work of the Said Scheme.
 - (iv) non-availability of cement, steel or other construction material due to shortage of inputs, strikes of manufacturers, suppliers, transporters or other intermediaries;
 - (v) war and hostilities of war, riots or civil commotion;
 - (vi) non-procurement of any approval from any governmental authority or imposition of any adverse condition or obligation in any approvals (including the Approvals) from any governmental authority;
 - (vii) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a Party from proceeding with implementation of the Project as agreed in this Agreement; or

(viii) Any event or circumstances analogous or not cover under to the foregoing

(i) The word denoting to singular shall include plural and vise-versa. The word denoting a person/s shall include individual, corporation, company, partnership, trust or any other legal entity.

(j) “**Schedules**” means the schedules referred to herein and forms part of this agreement.

2. **RESERVATION – BOOKING:**

(i) At the request of the Allottees, the Promoter has agreed to make available - reserve for absolute transfer – sale to the Allottees, the Said Unit, more particularly described in the **Second Schedule** hereunder written, together with undivided proportionate share in the Project Land together with right to use all common amenities, facilities, services jointly with others, SUBJECT TO the terms, conditions, covenants and stipulations contained herein.

(ii) The Allottees shall be entitled to undivided proportionate share in the common amenities and facilities. Since the share of Allottees in the common amenities and facilities is undivided and cannot be divided or separated, the Allottees shall use the common amenities and facilities along with other Allottees of the residential Units, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottees to use the common amenities and facilities shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is hereby clarified that all common amenities and facilities including undivided share in the project land in compliance with Section 17 of the Real Estate (Regulation & Development) Act, 2016 shall stand vested – deemed to be vested with the Proposed Maintenance Body as referred to in clause 7 hereinbelow. The Allottees irrevocably accept and give consent for the same.

It is further made clear by the Promoter that the Said Unit consisting of the Said Unit, Undivided Share in land and Right to use common amenities and facilities shall be treated as a single indivisible Unit for all purposes.

3. **CONSTRUCTION:**

(a) The work of development shall be carried out by the Promoter either by itself personally or with the help of any person or body as it may deem fit. The Said Scheme, including the Said Unit shall be constructed in accordance with the plans, specifications sanctioned by Ahmedabad Urban Development Authority, or with such variations and modifications therein as may either be required to be done by the Government, Ahmedabad Municipal Corporation, Ahmedabad Urban Development Authority, Nagar

Panchayat or any other concerned authorities or suggested by the Allottees or the Promoter may think fit as necessary for the Scheme.

- (b) The Promoter shall give possession of the Apartment to the Allottee on or before 31/12/2024 . If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at MCLR+2% rate from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

- (c) Upon obtaining Building Use Permission from the Competent Authorities and if full payment required to be paid by the Allottees have been duly paid, the Promoter shall offer in writing the possession of the Said Unit to the Allottees. At the time of such possession the Allottees shall pay all the maintenance deposits and other charges as determined by the Promoter or the Proposed Maintenance Body.

The Allottees shall immediately upon receipt of such notice – letter from the Promoter obtain possession of the Said Unit and shall also make payment of all the outstanding amounts if any, under this Agreement. In the event the Allottees fails, to take possession, the Allottees shall continue to be liable to pay maintenance charges applicable and also the taxes, levies and charges payable in respect of the Said Unit.

- (d) In the event of any delay in completion of construction due to force majeure or due to any reason beyond the control of the Promoter, the new date for the completion of construction may be determined by the Promoter and the same shall be binding upon the Allottees herein and all other Allottees in the Scheme. In the event if work of construction is completed and Building Use Permission have not been granted, if desired by the Allottees, they subject to other terms and conditions hereof including condition for full payment, may obtain Sale Deed of the Said Unit. However, the actual use of the Said Unit can be started by the Allottees only after the Building Use Permission is granted.
- (e) Under no circumstances, possession or any right in respect of the Said Unit shall be given to the Allottees until all payments required to be made under this Agreement by the Allottees have been made.

- (f) If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided that the Promoter 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 Promoter or beyond the control of the Promoter.

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is **1748.40** square meters only and Promoter has planned to utilize Floor Space Index of **3933.90** square meters by availing of TDR or FSI available on payment of premiums 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 Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of **3928.31** square meters as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4. **PAYMENT:**

(a) **Sale Price.**

Sale price for transfer – acquisition of the Said Unit by the Allottees have been fixed at **Rs.=00 (Rupees only).**

The said sale price shall be paid by the Allottees to the Promoter in the manner as stated in the **Fourth Schedule** hereunder written.

- (b) The Allottees may obtain loan from any Financial Institution. If the loan is being disbursed in installments by the Financial Institution directly to the Promoter, the Promoter will be entitled to claim and receive such payment directly from the Financial Institution and the Allottees hereby give their to whomsoever it may concern consent

for the same to the Promoter and Financial Institution.

The Promoter shall always have first lien / charge on the Unit for all their dues and other sums payable by the Allottees to Promoter. However in the event of any loan by the Financial Institution on the first charge of the Unit (with prior permission of Promoter), the lien/charge of the Promoter shall stand displaced to second charge.

- (c) The Allottees authorize the Promoter to adjust/appropriate all payments made by them under any head(s) of dues against lawful outstanding, if any, in their names as the Promoter may in its sole discretion deem fit and the Allottees undertake not to object/demand/direct the Promoter to adjust his payments in any manner.

Parties have agreed and accepted that the consideration agreed upon is composite one aggregate consideration. However, the Promoter for its accounting purpose or convenience, or required under the said Real Estate (Regulation & Development) Act, 2016, Rules, Regulations, policy and guidelines that may be framed thereunder from time to time, or for the legal documentation work of transfer and vesting or otherwise, without prejudice to its composite character, may split the consideration under different heads, like construction, development, land, common areas and amenities, etc., as the Promoter may deem fit and proper.

- (d) **Additional Charges.**
In addition to the sale price agreed hereinabove the Allottees shall also be liable to pay the following amounts on or before the completion of sale.

- (i) **Monthly Maintenance Charges.**
Such amount as may be determined by the proposed Maintenance Body towards the monthly maintenance charges and to be paid by the Allottees in advance on or before the 7th day of each month after execution of the Sale Deed hereof.

- (ii) **Government Levies**
(I) Amount of stamp duty and registration charges that may be payable on actual basis.
(II) Vat, service tax, GST and/or any other amount levied or payable under on Direct or Indirect taxes under whatsoever head, or any other amount levied under the Central Goods and Services Act and rules-regulations made thereunder, or under any law for the time being in force in respect of the transaction of sale of the Said Unit including the construction and development, either payable by the Promoter or the Allottees under the law.

- (e) It is hereby expressly agreed that the time for the payment of all the amounts - installments referred to at clause 4(a) and 4(b) hereinabove are the Essence of this Agreement. Similarly time for completion of construction shall be essence of the contract on the part of the Promoter subject to however, to the force majeure or any other circumstances beyond the control of the Promoter.
- (f) The 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 or Government from time to time or escalation in price of material or labour. The Promoter undertakes and agrees that while raising a demand on the Allottees for increase in development charges, cost, or levies imposed by the competent authorities or raise in material or labour cost etc., the Promoter shall enclose the said notification/order/ rule/regulation or other evidence published/issued available in that behalf to that effect along with the demand letter being issued to the Allottees, which shall only be applicable on subsequent payments.
- (g) The Allottees authorize the Promoter to adjust/appropriate all payments made by them under any head(s) of dues against lawful outstanding, if any, in their names as the Promoter may in its sole discretion deem fit and the Allottees undertake not to object/demand/direct the Promoter to adjust their payments in any manner.
- (h) It has been specifically agreed, accepted and understood by the Allottees that under no circumstances they shall have right to require specific performance of this Agreement or avail any legal aids under the Indian Contract Act, 1872 or Specific Relief Act, 1963, or Transfer of Property Act, 1882, or any other Act, Law or Rules, Notification etc. for the time being in force until they have paid all the amounts payable hereunder on their due dates and also have observed and performed all the terms and conditions contained herein on their part.
- (i) Only upon completion of the work of construction of the Said Unit and only after full payment made by the Allottees to the Promoter, the Allottees shall be put in vacant and peaceful possession of the Said Unit and the Said Unit shall belong to the Allottees. All common amenities, facilities and services, common roads, common spaces including water system, bore, drainage, sewerage etc. shall vest with and used jointly by all the Allottees - occupiers of the residential Units in the Scheme.
- (j) As soon as construction of the Said Unit is notified as complete, the Allottees shall pay the arrears of the amounts payable by them to the Promoter within seven days of such notice served or to be put at any prominent place in the Said Scheme.

- (k) The Promoter confirms the final carpet area that has been allotted to the Allottees 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 cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottees within forty-five days with annual interest at the bank rate to MCLR +2% from the date when such an excess amount was paid by the Allottees. If there is any increase in the carpet area allotted to Allottees, the Promoter shall demand additional amount from the Allottees to be paid along with next installment.
- (l) It has been specifically agreed by the Allottees that the Service Tax/GST and such other amounts which are to be paid or levied under the Income Tax Act, 1961 or any other direct taxes in respect of the transaction hereunder, or Scheme or development, shall be paid by the Allottees as and when demanded by the Promoter.
- (m) The Allottees shall also bear and pay all taxes, cesses, assessments and other amounts levied or charged by the concerned authorities in respect of Said Unit.
- (n) The Allottees hereby agree and undertake with the Promoter to pay all the amounts agreed to be paid by the Allottees to them under this Agreement and to observe and perform all the terms and conditions hereof.
- (o) The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottees by discounting such early payments at the rate of 5% per annum for the period by which the respective installment has been proponed.
5. Nothing contained in this Agreement is intended to be nor shall be construed so as to confer upon the Allottees any right, title or interest of any kind whatsoever in, to or over the Said Unit, Project Land, Scheme or any part thereof. Such conferment shall take place only after:-
- (a) The Promoter has received all the payments due under the terms hereof from the Allottees.
- (b) The possession of the Said Unit has been handed over by the Promoter to the Allottees as provided under this Agreement.
- (c) The Allottees have generally, duly and properly observed the terms and conditions contained herein.
6. **DEFAULTS:**
- (a) In the event if Allottees make any delay or default in payment of any one or more of the installments or any other amounts due and payable under this Agreement, whether formally demand or not, OR commit breach or violation of any of the terms and conditions

hereunder, the Promoter shall at its option be entitled to take one of the following actions.

- (i) To recover the balance amount with the interest at rate of MCLR +2% per annum for the delayed period (not mandatory on the part of the Promoter).

OR

- (ii) To cancel this Agreement and reservation of the Said Unit without any further writing and forfeit the 3% of total amount agreed to be paid by the Allottees referred to in Para 4(a) hereinabove and return the balance amount if any to the Allottees without interest. Provided that the Promoter shall give 15 days notice to the Allottees by Registered AD at the Address provided by the Allottees or at E-mail address of the Allottees for its intention of termination. It has been agreed and accepted by the Allottees that in such event of cancellation, formal letter of termination issued by the Promoter, the Promoter shall be treated and considered as the legal Agreement of cancellation of this Agreement by both the parties and thereupon the Promoter shall be entitled to deal with or dispose of the Said Unit in the manner the Promoter may deem fit and proper and further the Allottees shall have no claim of any nature whatsoever against the Promoter or the Said Unit or any part thereof, or otherwise in upon or to the Said Land or the Said Project. The Allottees without prejudice to what has been stated hereinabove, hereby authorize the Promoter as their constituted Attorney to execute Agreement of Cancellation in the event of default committed by the Allottees as stated above. This is without prejudice to the other rights and remedies available to the Promoter under this Agreement or under any law for the time being in force. It is further agreed and understood by the Allottees that upon cancellation of this Agreement, the balance amount if any, to be repaid by the Promoter shall be paid only after the Said Unit is disposed of by the Promoter to other Allottees and sale consideration is received from such new Allottee/s.

OR

- (iii) To require the specific performance of this Agreement from the Allottees through Appropriate Authority - Arbitration.

- (b) In the event if the Promoter fails to complete the construction of the Said Unit within the agreed period, the Allottees, shall be entitled to take one of the following action:

- (i) To call upon the Promoter to complete the work of construction within period of three months from the date of issue of notice by the Allottees failing which the Promoter shall be liable to pay the interest to Allottees at the rate of MCLR+2% per annum on the amount paid by the Allottees for the period from the date when the construction ought to have been completed as agreed hereunder, till the date when the construction is actually completed. It is hereby clarified

that the building use permission may be obtained by the Promoter in due course of time and the same shall not be linked with the date of completion of construction.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Unit on the aforesaid date, if the completion of building in which the Unit is to be situated is delayed on account of:

- (I) force majeure conditions, like war, civil commotion or act of God or any other.
- (II) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (III) any concerned competent authority/ies, refusing, withholding, denying, delaying the grant of necessary approvals, or revoke, cancel, or suspend the approvals already granted for the said Project.
- (IV) any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority/ies becoming subject matter of any suit / writ before a competent court or;
- (V) Any situation or circumstance or event beyond the control of Promoter.

OR

- (ii) To cancel this Agreement and ask the Promoter to return the amounts paid by it without interest. In such case the said Agreement shall come to and end upon receipt of all the amounts by the Allottees from the Promoter.
- (c) If the Allottees neglect, omit or fail for any reason whatsoever to pay to the Promoter any part of the amounts due and payable by the Allottees under the terms and conditions of this Agreement or otherwise, or if the Allottees shall in any other way fails to perform or observe or commit breach of any of the covenants and stipulations herein contained, in addition to remedies available to the Promoter as stated in Para 6(a) hereinabove, the Promoter shall be entitled to re-enter upon and resume possession of the Said Unit and everything whatsoever therein and in such event this Agreement shall automatically cease and stand terminated without any further writing, irrespective of other terms and conditions of this Agreement. The Allottees accept and confirm the same and further agree that on the Promoter's re-entry on the Said Unit as aforesaid, all the right, title and interest of the Allottees in the Said Unit and also under this Agreement shall cease and come to an end and that the Allottees shall also be liable for immediate ejectment as a trespasser, if they are in possession thereof and in

such event the Promoter shall be entitled to deal with and/or dispose of the Said Unit in the manner the Promoter may deem fit and proper with any claim or objection of the Allottees.

(d) **Cancellation.**

In the event, if after the booking of the Said Unit by the Allottees, if the Allottees for any reason whatsoever, cancel the booking, they shall be liable to pay the sum of Rs. 1,00,000=00 (Rupees one lakh only) as the cancellation charges within 30 days of said cancellation. It has been agreed and accepted by the Allottees that the Promoter in such event shall be entitled to deduct such amount of Rs. 1,00,000=00 (Rupees one lakh only) as stated above from the amount already paid to it and if such amount has not been paid or the amount paid by the Allottees is less than such amount, the Allottees shall be under an obligation and liable to pay the deficit if any, to the Promoter.

7. **MAINTENANCE AND SERVICE SOCIETY:**

- (a) The common amenities and facilities of and in the Scheme shall be carried out, managed and maintained by the Maintenance Body that may be formed as stated hereafter.
- (b) A Co-Operative Housing Service Society of the name and style “..... **Co-operative (Housing) Service Society Ltd.**” or other similar name shall be formed, consisting of all the Unit holders – Allottees in the Scheme as its member and share holder thereof (Hereinafter called the “Said Service Society”). Upon formation of the Service Society, the maintenance, management and administration of the Scheme, common amenities and facilities shall be done or caused to be done by the same. The Allottees and other Allottees in the Scheme shall co-operate in formation of the Service Society in the manner required by the Promoter.
- (c) Two separate Committees shall be formed under the Service Society of which one committee shall solely and absolutely manage, maintain and look after the affairs of the residential Units of the Scheme and the other shall solely and absolutely manage, maintain, administer and look after the affairs of the commercial units of the Scheme. Further, any one of the committee or members thereof shall not interfere or hinder in the working of the other Committee in any manner whatsoever.
- (d) After the formation of the Service Society, within or after expiry of 24 months the Promoter shall transfer maintenance deposit and/or residue thereof to the same. After transfer of maintenance deposit to the service society, the Allottees and all other Allottees in the Scheme shall be liable to pay the maintenance charges as stated in Para 4(d) hereinabove as determined by and to the Service Society.
- (e) All the common amenities and facilities etc. shall remain under the control and management of and dealt with by and shall be vested –

deemed to be vested with the service society in the manner it may deem fit and proper.

- (f) It has been agreed and understood that expenses of day-to-day management, maintenance and repair of all common amenities and facilities shall be carried out from and out of the maintenance charges to be collected from the Unit Holders/Allottees in the Scheme including the Allottees herein. If such maintenance charges are found to be insufficient or less to meet up with the expenses of day-to-day repair, management and administration of and other cost and expenses of the Scheme, all common amenities and facilities the Income and/or interest of the maintenance deposit shall be used, to meet up with such deficit. If interest or income of the maintenance deposit is found to be insufficient or less to meet with the day to day repair, maintenance, management etc. of common amenities, facilities, services and other cost and expenses of the Scheme, the amount of maintenance deposits shall be used to meet up with such deficit.
- (g) It has been specifically agreed and understood that the Allottees, if fail or neglect to make payment of monthly maintenance charges they shall be restrained from using any of the common amenities and facilities and in addition thereto the Promoter/Service Society shall or right to disconnect the facilities like water supply, drainage system etc. of their Unit.

8. The Allottees hereby agree and covenant with the Promoter as follows:

- (a) The Allottees have perused and explained to themselves and satisfied about all the agreements, documents, papers and writings for or in the matter of purchase of the Project Land, relevant permissions, approvals, certificates, etc., obtained from the Concerned Authorities. The Allottees have also perused the plans and specifications of the Said Scheme, proposed construction to be put up thereon, the plans and specifications for construction of infrastructures and other particulars of the Said Scheme.
- (b) Prior to the execution of this Agreement, the Allottees have inspected and satisfied themselves about the title of the Said Land and Promotership rights therein of the Promoter and also the opinion and report on title issued by M/s. H. Desai & Company, Advocates and Solicitors, dated 15th June, 2018. The Allottees shall not be entitled to further investigate the title of the Project Land, and no requisition or objections shall be raised in any matter relating to the same.
- (c) The Allottees shall not, without written consent of the Promoter let, sub-let, sale, transfer, assign, release, mortgage or charge or in any manner encumber or deal with and/or dispose of the Said Unit or any part thereof. The Allottees shall not without written consent of the Promoter to entitle to assign their rights under this Agreement to any person whomsoever.

- (d) The Allottees shall maintain at their cost the Said Unit and every part of the Scheme in good condition, state and order and shall abide by all bye-laws, Rules and Regulations of the Government, Ahmedabad Municipal Corporation, Ahmedabad Urban Development Authority, Nagar/Gram Panchayat, District Panchayat and Torrent Power - GEB, local bodies, service and maintenance society and other authorities and the Promoter and shall attend, answer and be responsible for all actions. The Allottees shall also make necessary payments as required thereunder at the time of possession of the said Unit or upon execution of the Allotment Deed whichever is earlier.
- (e) The Allottees hereby covenant to keep the Said Unit, 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 Scheme other than their Unit.
- (f) The Said Unit shall be used by the Allottees only for the residential purpose and no other purpose whatsoever. The Allottees shall not use the Said Unit or permit the same to be used for any purpose/s other than for which it is meant or which may or is likely to cause nuisance or annoyance to occupiers of the other Units or for any illegal or immoral purposes.
- (g) It is hereby agreed that the Allottees shall not put any Board on the Said Unit or any part of the Scheme, other than at specific place decided by the Promoter.
- (h) The Allottees shall not decorate the exterior of their respective Units other than in the manner in which the same was previously decorated, nor the Allottees shall change the exterior allocations of the Said Unit or any part of the Scheme other than in which the same is decorated by the Promoter.
- (i) The Allottees shall not throw dirt, garbage or other refuse or permit the same to be thrown out from the Said Unit or for the purpose of repair any part of the Said Scheme or the Said Unit in the compound or any part of the Said Scheme.
- (j) The Allottees hereby agree to observe and perform the covenants and conditions contained in this Agreement and of the Service Society that may be formed from time to time and to keep the Promoter and the Service Society indemnified against the observance and performance of the covenants and conditions contained herein including the payment to be made by them.
- (k) The Allottees shall have no claim with respect to any part of the Scheme save and except in respect of the Said Unit agreed to be reserved for them.
- (l) So long as the Said Unit shall not be separately assessed for Taxes, water rates, electric bills, etc., the Allottees shall pay to the Promoter – Service Society such amount as may be fixed from time

to time, in advance towards such payment of Municipal Taxes, Revenue Taxes and other outgoings.

The Allottees shall be liable for payment of all taxes, cesses, assessments etc. payable in respect of the Said Unit to be constructed on the Project Land from the date of the issuance of Building Use Permission irrespective of whether formal Sale Deed in respect thereof has been executed in favour of the Allottees or not.

- (m) The Allottees shall at no time demand partition of their interest from the entire Scheme. It being agreed and declared by the Allottees that their interest in the Said Scheme shall be impartible.
- (n) The Said Unit shall be used, occupied and enjoyed by the Allottees as one Unit and the Allottees shall not divide or subdivide the same for use as more than one Unit, unless permitted by the Concerned Authority and also Service Society.
- (o) After that the possession of the Said Unit is handed over to the Allottees, if any additions or alterations in or about or relating to the Scheme of which the Said Units forms part are required to be carried out by the Government, District Panchayat, Ahmedabad Municipal Corporation, Ahmedabad Urban Development Authority or any statutory authority, the same shall be carried out by the Allottees and other Allottees of other Units at their own costs and the Promoter shall not be in any manner liable or responsible for the same.
- (p) The Allottees shall permit the Promoter and/or Office Bearers of the Service Society or any of their authorized agents with or without workmen and others at all reasonable time to enter upon the Said Unit or common amenities and facilities to view and examine the state and condition thereof and the Allottees shall make good any defect concerning the Said Unit or common amenities and facilities or any breach or violation in maintaining the same, in accordance with the general rules and regulations of the Scheme that may be framed from time to time.
- (q) The Allottees have understood that the amount – sale price paid by them to the Promoter which is inclusive of the sale price of the Said Unit and of the share in undivided project land and of the right to use common amenities and facilities.

9. The Promoter hereby agrees and covenants with the Allottees as follows:-

- (a) The Promoter holds good title to the Said Unit and has all rights to carry out development on the Project Land. The Promoter agrees to clear all defects-in- title in respect of the Said Unit.
- (b) The Promoter has obtained - shall obtain all requisite permission from the Competent Authorities to carry out the development of the Project of the Project Land.

- (c) There are no encumbrances on the Said Land.
 - (d) All approvals and permissions issued from the Competent Authorities in respect of the Scheme are valid and subsisting as on date and have been obtained as per the requirements of law. Further, all approvals, licenses and permits to be issued by the Competent Authority, with respect to the Scheme, Project Land and the Said Building shall be obtained by the following due process of law.
 - (e) The Promoter has right to enter into and execute the present Agreement and he has not entered into and execute any agreement for sale or any other agreement or arrangement in respect of the Said Unit with any other person whomsoever.
 - (f) The Promoter is not restrained in any manner whatsoever from granting the Said Unit to the Allottees as the joint members and share holders of the Owners.
 - (g) Upon completion of Scheme and obtaining Building Use Permission, the vacant and peaceful possession of the common amenities and facilities of the Scheme shall be handed over to the Service Society.
 - (h) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Unit) has been received or served upon the Promoter in respect of the Project Land and/or the Project.
 - (i) The Promoter has duly paid and shall pay (till it is required to be paid by it hereunder or under any law for the time being in force) all Government dues, charges and rates payable in respect of the Said Scheme to the Competent Authority.
 - (j) The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottees as advance or deposit, sums received on account of the share capital for the Promoter of the Co-Operative Owners or Association or Company or towards the outgoings, legal charges and shall utilize the amounts only for the purpose for which they have been received.
10. It is intended that after completion of the Scheme (after grant of Building Use Permission) the Promoter may get insured the said entire Scheme for the period of one year thereafter (not mandatory). Thereafter, the same shall be got insured and/or the existing insurer shall be continued and premium thereof shall be paid by the Service Society and/or the respective Allottees of the Units in the Scheme.
11. Till the completion of construction and disposal of all the Units and receipt of all the amounts by the Promoter from the Allottee of all the Units in the Said Scheme, the Said Scheme shall remain under over all control of the

Promoter and all the decision of the Promoter in each and every matter in respect of the Said Scheme and all the Units, including the common amenities and facilities shall be final and binding upon the Allottees.

12. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- i) The Allottees, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc., and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottees understand and agree that in the event of any failure on their part to comply with the applicable guidelines issued by the Reserve Bank of India, they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- ii) The Promoter accepts no responsibility in this regard. The Allottees shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottees subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottees to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottees and such third party shall not have any right in the application of the Said Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottees only.

13. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Unit and if any 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 Allottees who has/have purchased or agreed to purchase said Unit.

14. **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,

correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit, as the case may be.

15. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Allottees have to make any payment, in common with other Allottee(s) in the Project, the same shall be in proportion to the carpet area of the Unit to the total carpet area of all the Units and Shops in the Scheme.

16. **FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

17. **JOINT ALLOTTEES**

- i) That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottees whose name appears first and at the address given by them which shall for all intents and purposes to consider as properly served on all the Allottees.
- ii) In case the Allottees are joint, the first named Allottees alone will be able to represent their interest and other joint Allottees shall not have any independent or separate voice/rights.
- iii) All consents, confirmations etc. if and when required of the joint Allottees, the same shall be deemed to have been sufficiently given and received from the first of such joint Allottees. However, it has been agreed that for the purpose of the sale, mortgage, transfer, rent/lease/leave and license, etc. the signatures of the all the joint Allottees shall be required.
- iv) Further, the liabilities, responsibilities, obligations, under this Agreement shall be joint and several of the joint Allottees. All notices, communications, etc. may be addressed by the Promoter to the first of such joint Allottees.
- v) The Allottees inter-se shall not be entitled to subdivide the Said Unit, the intent being the Said Unit shall stand in the names of the joint Allottees as one single Unit.

18. Any delay by the Promoter in enforcing the terms of this Agreement or any forbearance or giving time to the Allottees shall not be considered as a waiver on the part of the Promoter nor shall the same in any manner prejudice the remedies of the Promoter.

19. The letters, receipts and/or notices issued by the Promoter dispatched Under Certificate of Posting to the address of the Allottees as known to

the Promoter will be sufficient proof of receipt of the same by the Allottees and shall completely and effectively discharge the Promoter.

20. The Scheme shall always be known as “**ARYAMAN GLORY**” and the same shall under no circumstances be changed altered, amended, by any person whomsoever including the Allottees herein.
21. Without prejudice to any of the terms and conditions hereinabove, the Allottees hereby expressly consents to the Promoter for any arrangement of raising loan for the benefit of the Promoter / Scheme or for the benefit of all or some of the Allottees in the said Scheme. The Promoter may execute any documents including mortgaging the Said Land and building/s or any one or more of the Units therein including the Said Unit as is required for raising such loan.
22. The Promoter if declares and announces the Scheme by issuing brochures and pamphlets and also inserting advertisements in newspaper, internet and publishing in other manner whatsoever. It has been agreed that if anything agreed upon as recorded herein is inconsistent with what has been advertised as aforesaid, what is agreed upon herein shall prevail and supersede.
23. It has been agreed that if any changes, modifications or alterations are effected by the Promoter in the Scheme in general or in particular with respect to any part thereof which may have effect upon the terms and conditions contained herein or with respect to rights or obligations of the Allottee, such changes or modifications or alterations shall be binding upon the Allottees and to that extent the terms and conditions, rights and obligations of the Allottees under this Agreement shall stand modified or changed or altered. PROVIDED HOWEVER, such change, modification or alteration shall not prejudicially effect the right of the Allottees with respect to the Said Unit.
24. All rights and interest of the Allottees is/are restricted to and to be read, understood and interpreted in realization to the Said Unit only. All other constructed, covered, uncovered areas, open spaces, open lands, infrastructures, developments etc. shall belong to the Promoter subject to right of Allottees to use, common amenities, facilities and services that may be reserved for common use of all the Allottees in the Scheme.
25. It has been specifically agreed by the Allottees, in the event of the breach of any terms, conditions, covenants referred to hereinabove, at any point of time by the Allottees or any person claiming under them, the Allottees and/or the Said Unit shall be liable to be disconnected from all amenities and facilities available in the Scheme by the Service Owners/Promoter, in addition to the disconnection of the warrantee that may become available by the Promoter regarding the Said Unit.
26. **RIGHT TO AMEND**
This Agreement may only be amended through written consent of the Parties.
27. **NOTICES**

That all notices to be served on the Allottees and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottees or the Promoter by Registered Post A.D. and notified E-mail ID/Under Certificate of Posting at their respective address specified below:

- 1.
- 2.
- 3.
- 4.

(Name of Allottees)
Address:

ID
Notified E-mail Address

M/s. Aryaman Infrabuild, a Partnership Firm.
(Name of Promoter)
Address: **“Aryaman Glory”,**
 Near Pavitra Enclave,
 Chandkheda-Tragad Road,
 Ahmedabad-382 424.
(Promoter’s Address)

ID
Notified E-mail Address

It shall be the duty of the Allottees and the Promoter 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 Promoter or the Allottees, as the case may be.

28. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEES/SUBSEQUENT ALLOTTEES**

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 - Scheme shall equally be applicable to and enforceable against any subsequent Allottees of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

29. **SEVERABILITY**

All the rights, remedies and provisions provided under this Allotment Agreement of the Promoter and Allottees are and shall be without prejudice to the other and further rights and remedies available to them under the Real Estate (Regulation and Development) Act, 2016 and other laws for the time being in force. If any of the terms, conditions or provisions of this Agreement is determined to be void or unenforceable or in contradiction with any of the provisions of the said Act or rules made thereunder or any other law for the time being in force such terms and conditions and/or provisions shall be deemed to be amended or deleted and/or substituted so far as reasonably in consistence with the purpose of this Agreement and to the extent necessary to conform the Real Estate (Regulation and Development) Act, 2016 or rules and regulations made thereunder or the applicable laws as the case may be and the remaining provisions, terms and conditions of this Agreement shall remain valid and enforceable as applicable at the time of the execution of this Agreement.

30. **DISPUTE RESOLUTION**

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation & Development) Act, 2016, Rules and Regulations made there under from time to time.

31. **STAMP DUTY AND OTHER CHARGES**

All stamp duty, registration charges, legal fees and all other out of pocket expenses in respect of any further or other agreements, documents, papers and writings to be executed to carry into effect the provisions hereof, shall be borne and paid by the Allottees only.

32. No possession of the Unit before or at the time of execution hereof is handed over to the Allottees.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hands and seal the day and year first hereinabove written.

-:THE FIRST SCHEDULE ABOVE REFERRED TO:-

ALL THAT pieces and parcels of Non Agricultural Land situate, lying and being at Tragad (sim), Taluka Ghatlodiya, in the Registration District and Sub District Ahmedabad-8 (Sola), bearing Survey No. 248/2, admeasuring about 2428 sq.mts., included in Draft Town Planning Scheme No. 72 (Tragad-Zundal), allotted Final Plot No. 48/2, admeasuring about 1457 sq.mts., and bounded as follows; that is to say - on or towards the -

As per Survey No.

As per Final Plot No.

North by: Survey No. 247

Final Plot No. 47

South by: Survey No. 248/3

T.P Road.

East by : Survey No. 421/1+2+3+4+5

Final Plot No. 87

West by : Survey No. 248/1

Final Plot No. 48/1.

-:THE SECOND SCHEDULE ABOVE REFERRED TO:-

ALL THAT Unit No. _____, on _____ Floor, on _____ Block admeasuring about ____ sq.Yds., equivalent to ____ sq.mts., of carpet area together with _____ sq.Yds., equivalent to _____ sq.mts., balcony area, together with ____ sq.Yds., equivalent to ____ sq.mts., wash area, situated in the Scheme known or described as “**ARYAMAN GLORY**”, constructed on the land situate, lying and being at Tragad (sim), Taluka Ghatlodiya, in the Registration District and Sub District Ahmedabad-8 (Sola), bearing Survey No. 248/2, admeasuring about 2428 sq.mts., included in Draft Town Planning Scheme No. 72 (Tragad-Zundal), allotted Final Plot No. 48/2, admeasuring about 1457 sq.mts., together with sq.mts., of undivided share in the Project Land together with right to use and undivided share in common amenities and facilities of the Scheme and the Said Unit No. is bounded as follows; that is to say - on or towards the –

North by:

South by:

East by :

West by :

-:THE THIRD SCHEDULE ABOVE REFERRED TO:-
(Broad details of the Scheme)

The Said Scheme consists of following amenities, facilities, services and specification.

1. Well landscaped garden.
2. Terrace Garden
3. Children Play Area
4. Senior Citizen Sit out
5. School Drop off zone
6. GSPC Gas Line
7. CCTV Camera in common area
8. Common two/four wheeler(s) parking in hollow plinth and in basement.

-:THE FOURTH SCHEDULE ABOVE REFERRED TO:-
(Particulars of Payment)

The Allottee has paid on or before execution of this agreement a sum of Rs.....=00 (Rupees Thousand only) (not exceeding 10% of the total consideration) as advance payment or application fee as per the particulars given herein below;

Amount	Name of Bank	Chaque No	Date
Rs...../- (Words Rupees Only).			

(All the cheques are of Bank, Branch, paid by
(.....))

and hereby agrees to pay to the Promoter the balance amount of
Rs.....=00 in the following manner:

- i. Amount of Rs...../- (.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
- ii. Amount of Rs...../- (.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
- iii. Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- iv. Amount of Rs...../- (.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- vi. Amount of Rs...../- (.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
- vii. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter 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 Apartment is located.
- viii. Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

SIGNED, SEALED & DELIVERED)
BY THE WITHINNAMED :)

M/S. ARYAMAN INFRABUILD

represented through its Partners -)

1. Mr. Miraj Tilak Bharani)

2. Gopal Maganbhai Patel)

In the presence of :

1.)

2.)

SCHEDULE AS PER SECTION 32 (A) OF REGISTRATION ACT, 1908

PROMOTER AFORESAID

M/S. ARYAMAN INFRABUILD

represented through its Partners -

1. Mr. Miraj Tilak Bharani

2. Gopal Maganbhai Patel

ALLOTTEES AFORESAID

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