PERFORMA AGREEMENT TO SALE
(Without Possession)

THIS AGREEMENT FOR SALE ("**Agreement**") made at Ahmedabad this_____ day of______, 2021

BETWEEN

M/s. AYMAN PROJECTS (PAN : ABTFA 9025 B) A Partnership Firm, duly registered under The Partnership Act, 1932, having its Office at C/O, 95 9th floor Jafri Tower, Behind Tagore Hall, Kochrab, Paldi, Ahmedabad, Gujrat- 380006. **through its authorized partner Mr. Shirazahmed Gulamhaider Patawat (by resolution)** hereinafter referred to as "THE VENDOR" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the said firm and its partners for the time being and from time to time and their and each of their respective heirs, executors, administrators and as the case may be its successors and assigns) of the ONE PART.

AND

…………………………….. **PAN :**

……………………………..

AADHAR NO : ……………………………….

Aged about …….. years, ……………. by religion, Occupation:-.........................,

Residing at :- …………………………..

………………………………………………..

Hereinafter referred to as **"THE PURCHASER"** (which expression shall wherever the context so permits be deemed to mean and include and shall always be deemed to mean and include (in case of individual) his heirs, legal representatives, executors and successors, (in case of HUF) its members as at present and from time to time, and their respective heirs, executors and successors, (in case of Trust) its Trustees, beneficiaries and office bearers as at present and from time to time, (in case of Partnership firm) its partners as at present and from time to time, and the heirs and legal representatives of the last surviving partner, (in case of Company or Corporation) its successors and assigns) of the **OTHER PART.**

WHEREAS

WHEREAS by deed of conveyance dated 29th day of April 2021 vide registration no.6120/2021, the VENDOR has become owner of the said property and thereby vendor is well and sufficiently entitled to declare the scheme, to book the members, to carry out the construction and to do development work and to sell and transfer the said land and the built-up unit of the said scheme of the property bearing Non-agriculture Multipurpose Use land bearing Revenue Survey No.598/2 admeasuring 3946 sq.mts. and corresponding Final Plot No.52 admeasuring 2370 sq.mts of Preliminary Town Planning Scheme No.85 situated lying and being at Village Sarkhej, Taluka Vejalpur, in the Registration Sub-District Ahmedabad-4 (Paldi) and District Ahmedabad, Gujarat hereinafter for the sake of brevity called as "The said project Land" more particularly described in the FIRST SCHEDULE hereunder written.

AND WHEREAS the VENDOR / **M/s. AYMAN PROJECTS** had commenced construction work on the said land thereon as per Plan for construction of Commercial/Residential Complex/Building known as **"AYMAN 52**" consisting First Cellar (for Parking), Ground Floor to Seventh Floor, Stair Cabin, Lift Room on the said land duly approved by the Ahmedabad Municipal Corporation vide Case (1) No. BLNTI/ SWZ/ 070621/ CGDCRV/ A4908/R0/M1 AND (2) No. BLNTS/ SWZ/ 070621/ CGDCRV/ A4909/R0/M1 both dated 06/09/2021 and Commencement Certificate being Raja Chitthi(1) No.05171/ 070621/ A4908/ R0/ M1 and (2) No.05172/070621/A4909/R0/M1 both dated 06/09/2021.

AND WHEREAS the Vendor has registered the said project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") with the Real Estate Regulatory Authority at Gandhinagar under no.___________________dated ______;

AND WHEREAS the Vendor has agreed to sale proportionate undivided share to the extent of _____sq. mtrs in the said project land together with constructed property being Shop no._____ admeasuring _____ sq. mtrs. (Carpet area), on--------Floor of the said Scheme/Building known as **""AYMAN 52" "** (the said constructed property is hereinafter referred to as **"the said Unit")** more particularly described in the **SECOND SCHEDULE** hereunder written to the PURCHASER and the PURCHASER has agreed to purchase the said Property at or for the total price/consideration and on the terms and conditions mutually agreed by and between them and mentioned hereunder. The Purchaser shall be entitled to proportionate undivided share in the Common Assets with right to use all the Common Amenities and facilities provided in the said Building/Scheme to be used in common with other Purchasers of the commercial units therein. The common amenities and facilities to be provided in the said project/scheme are more particularly described in the **THIRD SCHEDULE** hereunder written. The undivided share in the Project Land, the said Unit and the proportionate undivided share in the Common Assets with right to use all the Common Amenities and facilities provided in the said Building/Scheme to be used in common is collectively be referred to as "the said property"

AND WHEREAS the certified true copies of the Plans as sanctioned and approved by the Ahmedabad Municipal Corporation have been attached and marked as **Annexure 'A'** hereto.

AND WHEREAS the carpet area of the said Unit shall mean the net usable area excluding the area covered by external walls, area under service shafts, exclusive of balcony or verandah area and exclusive open terrace area but includes the area covered by internal partition walls of the said unit as defined in Section 2 (k) ofthe said Act.

AND WHEREAS, on demand from the Purchaser, the Vendor has given inspection to the Purchaser of all the documents of title relating to the said Project Land and the Plans, designs and specifications prepared by the Vendor's Architects Mr. Utsav Patel and of such other documents as are specified under the said Act and the Rules and Regulations made there under and the Purchaser is satisfied with the same in all respects.

AND WHEREAS, the certified copy of Certificate of Title issued by the Advocate of the Vendor, certified copies of extract of Village Forms No. VI, VII and XII and all other relevant revenue record showing the nature of the title of the Vendor to the said Project Land on which the said unit is to be constructed have also been inspected by the Purchaser and accordingly the Purchaser is satisfied with the same in all respects.

AND WHEREAS, the Vendor has obtained the approvals from the concerned local authority(s) to the plans, the specifications, elevation, of the said building/s and shall obtain the balance approvals (if any further required) from the concerned authorities from time to time, so as to obtain Building Use Permission for the said Building/s.

AND WHEREAS, while sanctioning the said plans, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which shall be observed and performed by the Vendor while developing the said Project Land and the said Scheme/Buildings so as to obtain the necessary Building Use Permission for the said Building/s from the concerned local authority.

AND WHEREAS the Vendor shall be entitled to sell the remaining Units in the said Building with right to use all the common amenities and facilities provided therein and to be used in common with other Purchaser/s by Agreement to Sell also similar to these presents and on such price and terms and conditions as may be agreed upon by the Parties therein.

AND WHEREAS, prior to the execution of these presents the Purchaser has paid to the Vendor a sum of Rs.________________/- (Rupees ____________________________ only) being part payment of sale consideration of the said Unit agreed to be sold by the Vendor to the Purchaser, as advance payment (the payment and receipt whereof the Vendor hereby admit and acknowledge) and the Purchaser has agreed to pay the balance amount of the total sale consideration in the manner hereinafter appearing.

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 hereafter;

AND WHEREAS, under Section 13 of the said Act, the Vendor is required to execute a written Agreement for Sale of the said property with the Purchaser, being these presents and also to register the Agreement under the Registration Act,1908.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Vendor shall construct Mix Project (Residential & Commercial)/Scheme to be known as "**"AYMAN 52"** " Block A+B and C consisting First Cellar (for Parking), Ground Floor to Seventh Floor, Stair Cabin, Lift Room, over head water tank together with all Common amenities and facilities provided therein and required for the beneficial enjoyment of the said building/Scheme as per plans, designs and specifications duly approved by Ahmedabad Municipal Corporation at present or amended (if required) from time to time.

   Provided that, the Vendor shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the said Unit agreed to be sold to the Purchaser except any alteration or addition required by any Government authorities or due to change in any law/s.

1.a (i) The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser the said proportionate undivided share to the extent of _______ sq. mtrs. in the said project Land together with constructed property being Shop No. _____ admeasuring ________ sq. mtrs. (Carpet area), on ______ Floor of the said Scheme/Building known as **""AYMAN 52" "** more particularly described in the

Second Schedule hereunder written at or for the aggregate price/consideration of **Rs.** _______________/- **(Rupees__________ __________________Only)** which price includes the proportionate price of undivided share in the project land and proportionate undivided share in the Common Assets with right to use all the Common Amenities and facilities provided in the said Building/Scheme to be used in common with other Purchasers of the commercial units therein, the nature, extent and description of the common assets, areas and facilities, which are more particularly described in the **THIRD SCHEDULE** hereunder written.

(ii) Further, The Purchaser shall be entitled to common car parking space/s in the said Scheme at such location as may be decided by the Vendor/Service Society in that regard in future, which decision shall be final, binding and acceptable to the Purchaser herein.

1(b) The total aggregate consideration amount for the Unit, proportionate price of undivided share in the project land and undivided share in the common assets, with right to use all the Common Amenities and facilities provided in the said Building/Scheme to be used in common with other Purchasers therein appurtenant to the said Unit agreed to be sold hereunder shall be as mentioned herein above i.e. **Rs. _______________/- (Rupees _______________________ Only)**, which the Purchaser hereby agrees.

1(c) The Purchaser has paid on or before execution of this agreement a sum of Rs._____________/-(Rupees ___________ ____________________ Only)in the manner mentioned in **ANNEXURE - 1** as part consideration amount and hereby agrees to pay to the Vendor the balance amount of Rs. _______________/-(Rupees _____________________________ Only) in the manner mentioned in **ANNEXURE–2** or as may be mutually agreed by and between the Vendor and Purchaser hereto.

1(d) The total price as stated above excludes:

(i) Taxes (consisting of tax paid or payable by the Vendor by way of GST, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the

Project payable by the Vendor) up to the date of handing over the possession of the [Unit], which shall be separately payable by the Purchaser in the manner as may be decided by the Vendor.

(ii) Preferential Location Charge (if any), Floor Rise Charges and Payment of expenses for any extra work/ Alteration/ Addition to the constructed unit.

(iii) The transaction covered by this agreement at present is not understood to be eligible to tax under some other direct or indirect tax laws or similar other laws. If however, by reason of any interpretation or amendment to the constitution or enactment or amendment of any other law, Central or State, this transaction is held to be liable to tax, either as a whole or in part or any inputs of materials or equipments used or supplied in execution of or in connection with this transaction are eligible to tax, the same shall be borne and payable by the Purchaser on demand at any time.

(iv) Torrent Power Company proportionate charges relating to electricity connection - electrical power, laying of cable charges, installation of transformer or sub-station or other equipments and instruments; payment of security and other deposits; and all and every other costs, charges and expenses relating to the same or the matters incidental or ancillary to the aforesaid.

(v) All and every proportionate cost, charges and expenses and deposits to be paid for obtaining water and drainage connection from Ahmedabad Municipal Corporation.

(vi) All and every proportionate costs, charges and expenses for sanction of initial development and construction plans and specifications, etc. from Ahmedabad Municipal Corporation and all other concerned authorities; security deposits, scrutiny fees, FSI costs and all and every other costs, charges and expenses relating to the same or the matters incidental or ancillary to the aforesaid.

(vii) All and every cost, charges and expenses referred to in clauses 1(d) (i) to (vi) shall be borne and paid by the Purchaser to the Vendor additionally i.e over and above the amount mentioned in clauses 1 (a) hereinabove. Such payment shall be made by the Purchaser to the Vendor as and when demanded by the Vendor failing which, the Purchaser shall be liable to pay interest at the rate agreed hereunder for the delayed period on the outstanding amount till payment is made to the Vendor. Further, in any event, such outstanding amounts with interest thereon shall be paid by the Purchaser to the Vendor before the execution and registration of the Deed of Conveyance by the Vendor in favor of the Purchaser.

1(e) The aggregate sale consideration price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Vendor undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Vendor shall enclose the said notification/order/rule/regulation published/ issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

1(f) The Vendor may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser by discounting in corporate rebate of (MCLR+2) % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser by the Vendor.

1(g) The Vendor shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate (i.e building use permission) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Vendor. If there is any reduction in the carpet area within the defined limit then Vendor shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate of (MCLR+2) % in corporate interest, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Vendor shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause l (a) of this Agreement.

1(h) The Purchaser authorizes the Vendor to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her/its name as the Vendor may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Vendor to adjust his/her/its payments in any manner.

2.1 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 Unit to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Unit.

2.2 Time is essence for the Vendor as well as the Purchaser. The Vendor shall abide by the time schedule for completing the project and handing over the Unit to the Purchaser and the undivided share in the project land and common areas to the Purchaser or Service Society of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be.

3.1 The Vendor hereby declares that the Floor Space Index available as on date in respect of the project land is 4266 square meters only and Vendor has planned to utilize Floor Space Index of 2133 square meters by availing of FSI available on payment of premiums or by implementing various schemes as mentioned in the Development Control Regulation which are applicable to the said Project. The Vendor has disclosed the total Floor Space Index of 6388.23 square meters as proposed to be utilized by it on the project land in the said Project and Purchaser has agreed to purchase the said Unit based on the proposed construction and sale of Unit to be carried out by the Vendor by utilizing the proposed FSI and on the understanding that the declaredproposed FSI shall belong to Vendor only.

3.2 The Vendor shall not have any claim on F.S.I., additional F.S.I. and terrace rights after Building Use Permission has been obtained, such rights if any will be owned by the "Association of Allottee".

4.1 If the Vendor fails to abide by the time schedule for completing the project and handing over the Unit to the Purchaser, the Vendor agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest at the rate of (MCLR+2)% per annum, on all the amounts paid by the Purchaser, till the handing over of the possession. The Purchaser agrees to pay to the Vendor, interest at the rate of (MCLR+2)% per annum, on all the delayed payment which become due and payable by the Purchaser to the Vendor under the terms of this Agreement from the date the said amount is payable by the Purchaser(s)to the Vendor.

4.2 Without prejudice to the right of Vendor to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment of his/her proportionate share of taxes levied by concerned local authority and other outgoings and on the Purchaser committing defaults of payment, the Vendor shall at his own option, may terminate this Agreement:

Provided that, Vendor shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Vendor within the period of notice then at the end of such notice period, Vendor shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Vendor shall refund to the Purchaser (subject to adjustment and deduction of agreed liquidated damages to the extent of 20% of the total aggregate consideration and any other amount which may be payable to Vendor) within a period of thirty days of the termination, the sale consideration of the Unit which have been paid by the Purchaser to the Vendor. The Purchaser hereby irrevocably agrees that the Vendor shall be entitled to deduct the agreed liquidated damages to the extent of 20% of the total aggregate consideration in the circumstances as stated above and the Purchaser shall not in any event or manner challenge or object to the same.

The Purchaser agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building/Project/Larger Property or the Vendor or its representatives. In the event the Purchaser does or omits to do any such act, deed or thing then the Vendor shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement sending the Vendor Notice of Termination.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with brand, or price range to be provided in the said building/scheme and the Unit by the Vendor shall be at its option as are set out in **Annexure 'C'**, annexed hereto. In the event, the Purchaser requests the Vendor to make any addition or alteration in the Unit as permissible under relevant law/s or change/upgrade in any internal fittings/materials, the Purchaser shall be liable to pay such amount/s as may be agreed upon by and between the Vendor and Purchaser in addition to the amounts payable under this Agreement.

6. The Vendor shall give possession of the Unit to the Purchaser on or before 31st December 2025 If the Vendor fails or neglects to give possession of the Unit to the Purchaser on account of reasons not beyond its control and of its agents by the aforesaid date, then the Vendor shall be liable on demand to

refund to the Purchaser the amounts already received by it in respect of the Unit with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Vendor received the sum till the date the amounts and interest thereon is repaid.

Provided that the Vendor shall be entitled to reasonable extension of time for giving delivery/possession 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) war, civil commotion or act of God;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 Procedure for taking possession - The Vendor, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Unit, to the Purchaser in terms of this Agreement to be taken within 15 (Fifteen) from the date of issue of such notice and the Vendor shall give possession of the Unit to the Purchaser. The Vendor agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor. The Purchaser agree(s) to pay the maintenance charges as determined by the Vendor or Service Society of Purchasers, as the case may be. The Vendor on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Purchaser shall take possession of the Unit within 15 days of the written notice from the Vendor to the Purchaser intimating that the said Unit is ready for use and occupancy.

7.3 Failure of Purchaser to take Possession of Unit: Upon receiving a written intimation from the Vendor as per clause 7.1, the Purchaser shall take possession of the 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 Unit to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.1 such

Purchaser shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of **five years** from the date of handing over the Unit to the Purchaser, the Purchaser brings to the notice of the Vendor any structural defect in the unit or the building in which the Unit is situated or any defects directly attributable to the Vendor on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Vendor at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Vendor, compensation 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 or which occur due to normal wear and tear or by reason attributable to the Purchaser.

8. The Purchaser shall use the unit or any part thereof or permit the same to be used only for purpose of residential use and not for any other purpose. The Purchaser shall use the parking space only for purpose of keeping or parking vehicle and shall not store any other items in the said space. Further, the Purchaser shall not be entitled to use the said Unit or permit the same to be used in a manner which may or is likely to cause nuisance or annoyance to occupiers of the other Units nor for any illegal or immoral purposes or for the purposes prohibited by law.

9.1 The Purchaser along with other Purchaser(s)s of Unit in the building/Scheme shall join in forming and registering the Service Society or a Limited Company to be known by such name as the Vendor may decide 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 the formation and registration of the Society or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Vendor within seven days of the same being forwarded by the Vendor to the Purchaser, so as to enable the Vendor to register the common organization of Purchaser/s. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.2 Within 15 days after notice in writing is given by the Vendor to the Purchaser that the Unit is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the unit) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, electricity expenses for common areas, facilities, lights and elevator services, repairs and salaries of clerks, bill collectors, Security, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. The Parties hereto agree that the Vendor shall be entitled in its sole discretion to maintain the project land and building/s/scheme for the initial period of 5(Five) years from the date of completion thereof. The Purchaser further agrees that the Purchaser shall pay to the Vendor in advance provisional monthly contribution per month towards his/her share of the outgoings/maintenance expenses the details of which are as stated in **ANNEXURE - 3** of this Agreement for the said period of 5(Five) years as mutually decided by and between the Parties. The amounts so paid by the Purchaser to the Vendor shall be utilized towards such expenses, however the Purchaser shall not be entitled to demand any accounts in respect of the same for the said entire period of 5(Five) years. The Purchaser hereby agrees and confirms that after the initial period of 5(Five) years, the project land and building/s/scheme shall be managed and maintained by the Service Society or Limited Company which is formed, and the Purchaser shall pay to the said Service Society or Limited Company his/her proportionate share of outgoings as may be determined by the managing committee thereof from time to time. Further, In addition to the monthly maintenance expenses, the Purchaser shall deposit and keep deposited with the Vendor/Service Society a Fixed Maintenance Deposit as mutually decided by and between the Parties, which amount/interest amount obtained from the same shall be utilized for the maintenance and up keeping of the said Building/Scheme and its common amenities and facilities.

9. REPRESENTATIONS AND WARRANTIES OF THE VENDOR The Vendor hereby represents and warrants to the Purchaser as follows:

i. The Vendor has clear and marketable title with respect to the project land; as declared in the title Clearance Certificate annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land;

iv. There are no litigations pending before any Court of law with respect to the project land or Project.

v. All approvals, permissions, licenses and permits issued by the competent authorities with respect to the Project/Scheme, project land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, permissions, licenses and permits to be issued by the competent authorities with respect to the Project/Scheme, project land and said building shall be obtained by following due process of law and the Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building and common areas;

vi. The Vendor has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;

vii. The Vendor has not entered into any agreement for sale and/or development agreement or any other agreement

/ arrangement with any person or party with respect to the project land, including the Project and the said Unit which will, in any manner, affect the rights of Purchaser under this Agreement;

viii. The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said Unit to the Purchaser in the manner contemplated in this Agreement;

ix. The Vendor has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till Building Use Permission in respect of the said Project/Scheme is granted by the Relevant/Competent Authority and thereafter the same shall be paid by the Purchaser proportionately with all other purchasers of the said Project/Scheme;

x. 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 property) has been received or served upon the Vendor in respect of the project land and/or the Project.

10. The Purchaser/s himself/themselves with intention to bring all persons into whosoever hands the Unit may come, hereby covenants with the Vendor as follows :-

i. To maintain the Unit at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Unit is situated and the Unit itself or any part thereof in any manner of whatsoever nature. The Purchaser specifically agrees not to change or add any plumbing lines/water lines in the unit in any manner of whatsoever nature and in the event the Purchaser doing so, the Purchaser shall be liable to bear all costs and expenses that may be incurred to rectify damages to any other Unit in the building or common areas due to such act of the Purchaser.

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

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

iv. Not to demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Unit or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support, shelter and protect the other parts of the building in which the Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Unit without the prior written permission of the Vendor and/or the Service Society orthe Limited Company.

v. The Purchaser specifically agrees with the Vendor that

a) No structural elements including PT slab, beams, columns, shear walls etc. shall be chiseled, core cut or punctured.

b) No drilling shall be permitted in any of these elements mentioned above. (except of false ceiling or other suspending other services for which a drill depth of not more than 50mm into the slab may be permitted)

c) No cutouts shall be done in the slabs without the permission of the Vendor and their structural consultants.

d) Any alterations required in the structure will have to be consulted with the Vendor and their structural consultant and may be chargeable.

e) In the event, any heavier loading like battery rooms or large server rooms etc if planned anywhere then the weight for the same must be quantified by the Purchaser in advance and the same must be represented to the Vendor and their structural consultants. Further strengthening (localized) if required in that case and shall be arranged and provided for on a chargeable basis.

f) Soil filling or garden loads shall not be kept within the Unit or in the areas other than the Vendor's architect planned anddemarcated areas.

g) Any inclined element (be it structural or non-structural) shall not be tempered with at all.

h) Interior decorators must be strictly briefed to not temper with any structural element presumed as obstruction or redundant.

i) That due care be taken to ensure that inflammable items not be used as part of the interior decoration and due fire ratings of those elements be understood prior to installation.

j) The Purchaser should agree that commercial and residential both will be a common society.

k) The purchaser should agree not to subdivide his apartment if any manner at any time.

l) The purchaser shall not put up any sign board, hoarding or any other kind of advertisement on the apartment and common terrace.

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

vii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the project land and the building in which the Unit is situated.

viii. Pay to the Vendor within fifteen days of demand by the Vendor, his/her share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the unit is situated.

ix. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Unit by the Purchaser for any purposes other than for purpose for which it is sold.

x. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement without prior written consent of the Vendor or part with the possession of the Unit until all the dues payable by the Purchaser to the

Vendor under this Agreement are fully paid up and the necessary Deed of Conveyance is executed and registered by the Parties hereto.

xi. The Purchaser shall observe and perform all the rules and regulations which the Service Society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof and all resolutions that may be made from time to time for protection and maintenance of the said building and the Unit therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Service Society/Limited Company regarding the occupancy and use of the Units in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xii. The Purchaser shall permit the Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xiii. The Purchaser shall permit the Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

xiv. The Purchaser hereby agrees that Air Conditioners shall be allowed to be placed only at the planned and specific spaces provided by the Vendor and at no other place outside the Unit. It is further agreed by the Purchaser that any exhaust/Ducting/Piping in any Unit shall be installed as per the plan/s and guidelines of the Vendor.

xv. The Vendors shall decide the place, color and size of the name plate/Board which will be put in entrance of said building for indicating the name of the Unit Purchasers therein. It is hereby agreed that the Purchaser shall not put any other name plate or Board on any part of the building except on the door of the said Unit.

xvi. The Purchaser hereby agrees with the Vendor and undertakes to pay amounts liable to be paid by the Purchaser under this Agreement and to observe and perform the covenants and conditions contained in this Agreement and to keep the Vendors indemnified against the said payments and observance and performance of the covenants and conditions contained herein.

xvii. The Purchaser hereby agrees that the said Building/scheme shall always be known, as **““AYMAN 52” ”,** and the name shall not be changed in any circumstances whatsoever.

xviii. The Purchaser hereby agrees that the said Unit shall be used, occupied and enjoyed by the Purchaser as one Unit and the Purchaser shall not divide or sub-divide the same for use as more than one Unit. It has been specifically agreed that the main door of the said Unit shall not be changed, altered in size or location. No other door, window or opening shall be made in the said Unit other than as made by the Vendor on completion of the construction of the same.

xix. The Purchaser hereby agrees that the Vendor may if it deems fit/viable in its sole discretion provide security, telephone cable, multipurpose cable, TV channels, piped gas line, and other communication facilities and other facilities of common use and purpose in the scheme. These facilities may be provided through any outside agency under contract with him/it on such terms and conditions as may be finalized by the Vendor. Any agreement - arrangement that may be worked out for the same and the terms and conditions thereof will also be binding upon the Purchaser and other members in the scheme. The Purchaser may use such facilities as per rates – price - consideration and terms and conditions as may be fixed by the Vendor in that regard.

11. The Vendor shall maintain a separate account in respect of sums received by the Vendor from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co- operative Service Society or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

12. The Purchaser, 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 and Rules and Regulations made there under or any statutory amendment(s) modifications(s) made thereof and all other applicable laws including that or remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Vendor with such permission, approvals which would enable the Vendor to fulfill its obligations under this Agreement. Any refund, transfer or 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.

13. The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws or applicable, as amended from time to time and the Vendor accepts no responsibility in this regard. The Purchaser shall keep the Vendor fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Vendor immediately and comply with necessary formalities if any under the applicable laws. The Vendor shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Vendor shall be issuing the payment receipts in favour of the Purchaser only.

14. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Unit or of the said project land and Building, or any part thereof. The Purchaser shall have no claim save and except in respect of the Unit hereby agreed to be sold to him on the terms and conditions mentioned herein, and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Vendor until the same is

transferred as hereinbefore mentioned.

15. **VENDOR SHALL NOT FURTHER MORTGAGE OR CREATE A CHARGE**

After the Vendor executes this Agreement it shall not further mortgage or create a charge on the 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 Purchaser who has taken or agreed to take such Unit.

16. **BINDING EFFECT**

Forwarding this Agreement to the Purchaser by the Vendor does not create a binding obligation on the part of the Vendor or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Vendor. If the Purchaser(s) fails to execute and deliver to the Vendor this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendor, then the Vendor shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever. While Vendor going into Project finance after execute Agreement with the Purchaser then the charge on receivables will be applicable and for that concern financial institution or bank will issue NOC (No Objection Certificate) for the said unit.

17. **ENTIRE AGREEMENT**

This Agreement, along with its schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit, as the case may be.

18. **RIGHT TO AMEND**

This Agreement may only be amended through written consent of the Parties.

19. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/SUBSEQUENT PURCHASERS**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

20. **SEVERABILITY**

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

21. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO- IN THE AGREEMENT FOR RESIDENTIAL USERS ONLY**

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the Unit to the total carpet area of all the Unit in the Project.

22. **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.

23. **PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Vendor through its authorized signatory at the Vendor's office, or at some other place, which may be mutually agreed between the Vendor and the Purchaser at Ahmedabad, and shall be registered at the office of the Sub-Registrar concerned. Hence this Agreement shall be deemed to have been executed at Ahmedabad.

24. The Purchaser and/or Vendor shall present this Agreement as well as the conveyance at the proper registration office of the Sub-Registrar concerned within the time limit prescribed by the Registration Act and the Vendor will attend such office and admit execution thereof.

25. That all notices to be served on the Purchaser and the Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Vendor by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respectiveaddresses specified below:

____

____

M/s. AYMAN PROJECTS
Office at C/O 95 9th floor Jafri Tower.
Behind Tagore Hall, Kocharab, Paldi,
Ahmedabad, Gujrat- 380006

It shall be the duty of the Purchaser and the Vendor to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Vendor or the Purchaser, as the case may be.

26. **JOINT PURCHASERS**

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

27. **Stamp Duty and Registration**

The charges towards stamp duty and Registration of this Agreement and the conveyance of the Unit, undivided proportionate share of land as well as all other documents to be executed by the Vendor in favor of the Purchaser shall be borne by the Purchaser.

28. **Dispute Resolution**

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

29. **GOVERNING LAW**

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

30. That all the partners of VENDOR **M/s. AYMAN PROJECTS** Vide Letter of Authority dated 20/09/2021 have Authorized MR. **Shirazahmed Gulamhaider Patawat** to sign and execute these present on behalf of the said VENDOR, and for admission of execution and registration thereof with the Sub Registrar, Ahmedabad – 4 (Paldi).

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of Non-Agricultural land of Revenue Survey No.598/2, admeasuring 3947 sq.mtrs., having account no.589, which has been allotted the Final Plot No.52, admeasuring 2370 sq.mtrs., of the Town Planning Scheme

No.85, situated lying and being at Village Sarkhej, Taluka Vejalpur, in the Registration Sub-District Ahmedabad-4 (Paldi) and District Ahmedabad and circumscribed as follows:-

On or towards the North	:	By 12 Mts. Wide T.P.S. Road
On or towards the South	:	By Final Plot No.44 and 47
On or towards the East	:	By Final Plot No.113
On or towards the West	:	By Final Plot No. 46

THE SECOND SCHEDULE ABOVE REFERRED TO

All that proportionate undivided share to the extent of sq. mtrs. in the said project Land together with constructed property being Shop No.____________________ admeasuring______________________________sq. mtrs. (Carpet area),on________________________Floor of the said Scheme/Building known as **""AYMAN 52" "** together with undivided share in the Common Assets and right to use all the Common Amenities and facilities provided in the said Building/Scheme to be used in common with other and the said Shop No.------is bounded as follows:

On or towards the North	:
On or towards the South	:
On or towards the East	:
On or towards the West	:

THE THIRD SCHEDULE ABOVE REFERRED TO

Description of Common Assets and right to use amenities and facilities provided in the said scheme and to be used in common with other Purchasers The common assets, amenities and facilities being Club House, Parking, Lift, Stair Case/passage leading to Units, Over head Water Tank, Underground Water Tank with Pump and Electric-Motor, Compound Wall, and Drainage provided / situated in the said Building along with Right to Use common areas, amenities and facilities in common provided in the Scheme known as **""AYMAN 52" .**

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at **Ahmedabad** (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED
BY THE WITHINNAMED
VENDOR

M/s. AYMAN PROJECTS

THROUGH ITS AUTHORIZED PARTNER

Mr. Shirazahmed Gulamhaider Patawat

____

In the presence of:

1. ___________________________

2. ___________________________

ANNEXURE – 1

MEMO OF CONSIDERATION

Rs.____________/-   (Rupees_________________Only) paid by the Purchaser to the Vendor towards part consideration money by Cheque No. _____________ dated ____________of

____

Ahmedabad. The receipt whereof theVendor do hereby acknowledge.

Rs.____________/-

____

WE SAY RECEIVED

M/s. AYMAN PROJECTS

THROUGH ITS AUTHORIZED PARTNER

Mr. Shirazahmed Gulamhaider Patawat

Rs._____________/- Balance
PayableRs._____/- **Total**

All the Payment subject to realization

ANNEXURE – 2

1. Not more than 30 percent of the total price shall be payable to the party of the First part upon execution of contract.

2. Not more than 45 percent of the total price shall be payable to the party of the First part upon completion of the construction of slab and steels and podiums at the place of property being situated.

3. Not more than 70 percent of the total price shall be payable to the party of the First part upon completion of the construction of RCC slab at the place of property being situated.

4. Not more than 75 percent of the total price shall be payable to the party of the First part upon completion of the Inner walls, plasters, furniture window and doors.

5. Not more than 80 percent of the total price shall be payable to the party of the First part upon completion of the Sanitary fittings, staircase, lift wells, lobbies at floor level.

6. Not more than 85 percent of the total price shall be payable to the party of the First part upon completion of the construction of outer plumbing, outer plaster, elevation, terrace waterproofing work etc. at the place of property being situated.

7. Not more than 95 percent of the total price Same shall be payable to the party of the First part upon completion of the Lift, water pump, electricity connection, electrical machines, environment related other matters stated in sale deed etc. at the place of property being situated.

8. All remaining amount of consideration shall be payable when the certificate of completion or building use permission provided and when the possession of the property handed over to the party of Second part.

Rs. **TOTAL TO BE PAID**

<u>Details of common expenses to be incurred by the Vendor for the initial period of 60 Months from the fixed monthly maintenance amount receivedfrom the Purchaser</u>

- Common Area Electricity Bills
- Common Area Property Taxes
- Security Expenses
- Housekeeping Expenses for common areas and facilities
- Normal day to day expenses for maintaining and upkeeping of the commonareas and facilities.

SCHEDULE UNDER THE REGISTRATION ACT (32-A)

THE VENDOR

M/s. AYMAN PROJECTS

THROUGH ITS AUTHORIZED PARTNER

____

Mr. Shirazahmed Gulamhaider Patawat

THE PURCHASER

____

………………………………………..

PERFORMA AGREEMENT TO SALE
(Without Possession)

THIS AGREEMENT FOR SALE ("**Agreement**") made at Ahmedabad this_____ day of______, 2021

BETWEEN

M/s. AYMAN PROJECTS (PAN : ABTFA 9025 B) A Partnership Firm, duly registered under The Partnership Act, 1932, having its Office at C/O, 95 9th floor Jafri Tower, Behind Tagore Hall, Kochrab, Paldi, Ahmedabad, Gujrat- 380006. **through its authorized partner Mr. Shirazahmed Gulamhaider Patawat (by resolution)** hereinafter referred to as "THE VENDOR" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the said firm and its partners for the time being and from time to time and their and each of their respective heirs, executors, administrators and as the case may be its successors and assigns) of the ONE PART.

AND

…………………………….. **PAN :**

……………………………..

AADHAR NO : ………………………………..

Aged about …….. years, ……………. by religion, Occupation:-........................,

Residing at :- …………………………..

……………………………………………….

Hereinafter referred to as **“THE PURCHASER”** (which expression shall wherever the context so permits be deemed to mean and include and shall always be deemed to mean and include (in case of individual) his heirs, legal representatives, executors and successors, (in case of HUF) its members as at present and from time to time, and their respective heirs, executors and successors, (in case of Trust) its Trustees, beneficiaries and office bearers as at present and from time to time, (in case of Partnership firm) its partners as at present and from time to time, and the heirs and legal representatives of the last surviving partner, (in case of Company or Corporation) its successors and assigns) of the **OTHER PART.**

WHEREAS

WHEREAS by deed of conveyance dated 29th day of April 2021 vide registration no.6120/2021, the VENDOR has become owner of the said property and thereby vendor is well and sufficiently entitled to declare the scheme, to book the members, to carry out the construction and to do development work and to sell and transfer the said land and the built-up unit of the said scheme of the property bearing Non-agriculture Multipurpose Use land bearing Revenue Survey No.598/2 admeasuring 3946 sq.mts. and corresponding Final Plot No.52 admeasuring 2370 sq.mts of Preliminary Town Planning Scheme No.85 situated lying and being at Village Sarkhej, Taluka Vejalpur, in the Registration Sub-District Ahmedabad-4 (Paldi) and District Ahmedabad, Gujarat hereinafter for the sake of brevity called as "The said project Land" more particularly described in the FIRST SCHEDULE hereunder written.

AND WHEREAS the VENDOR / **M/s. AYMAN PROJECTS** had commenced construction work on the said land thereon as per Plan for construction of Commercial/Residential Complex/Building known as **"AYMAN 52**" consisting First Cellar (for Parking), Ground Floor to Seventh Floor, Stair Cabin, Lift Room on the said land duly approved by the Ahmedabad Municipal Corporation vide Case (1) No. BLNTI/ SWZ/ 070621/ CGDCRV/ A4908/R0/M1 AND (2) No. BLNTS/ SWZ/ 070621/ CGDCRV/ A4909/R0/M1 both dated 06/09/2021 and Commencement Certificate being Raja Chitthi(1) No.05171/ 070621/ A4908/ R0/ M1 and (2) No.05172/070621/A4909/R0/M1 both dated 06/09/2021.

AND WHEREAS the Vendor has registered the said project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") with the Real Estate Regulatory Authority at Gandhinagar under no.___________________dated ______;

AND WHEREAS the Vendor has agreed to sale proportionate undivided share to the extent of _____sq. mtrs in the said project land together with constructed property being Flat no._____ admeasuring _____ sq. mtrs. (Carpet area),_____sq.mtrs. of Wash Area and_____sq.mtrs of Balcony total admeasuring about_____________________sq.mtrs on _________________________Floor of the said Scheme/Building known as **""AYMAN 52" "** (the said constructed property is hereinafter referred to as **"the said Unit")** more particularly described in the **SECOND SCHEDULE** hereunder written to the PURCHASER and the PURCHASER has agreed to purchase the said Property at or for the total price/consideration and on the terms and conditions mutually agreed by and between them and mentioned hereunder. The Purchaser shall be entitled to proportionate undivided share in the Common Assets with right to use all the Common Amenities and facilities provided in the said Building/Scheme to be used in common with other Purchasers of the commercial units therein. The common amenities and facilities to be provided in the said project/scheme are more particularly described in the **THIRD SCHEDULE** hereunder written. The undivided share in the Project Land, the said Unit and the proportionate undivided share in the Common Assets with right to use all the Common Amenities and facilities provided in the said Building/Scheme to be used in common is collectively be referred to as "the said property"

AND WHEREAS the certified true copies of the Plans as sanctioned and approved by the Ahmedabad Municipal Corporation have been attached and marked as **Annexure 'A'** hereto.

AND WHEREAS the carpet area of the said Unit shall mean the net usable area excluding the area covered by external walls, area under service shafts, exclusive of balcony or verandah area and exclusive open terrace area but includes the area covered by internal partition walls of the said unit as defined in Section 2 (k) ofthe said Act.

AND WHEREAS, on demand from the Purchaser, the Vendor has given inspection to the Purchaser of all the documents of title relating to the said Project Land and the Plans, designs and specifications prepared by the Vendor's Architects Mr. Utsav Patel and of such other documents as are specified under the said Act and the Rules and Regulations made there under and the Purchaser is satisfied with the same in all respects.

AND WHEREAS, the certified copy of Certificate of Title issued by the Advocate of the Vendor, certified copies of extract of Village Forms No. VI, VII and XII and all other relevant revenue record showing the nature of the title of the Vendor to the said Project Land on which the said unit is to be constructed have also been inspected by the Purchaser and accordingly the Purchaser is satisfied with the same in all respects.

AND WHEREAS, the Vendor has obtained the approvals from the concerned local authority(s) to the plans, the specifications, elevation, of the said building/s and shall obtain the balance approvals (if any further required) from the concerned authorities from time to time, so as to obtain Building Use Permission for the said Building/s.

AND WHEREAS, while sanctioning the said plans, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which shall be observed and performed by the Vendor while developing the said Project Land and the said Scheme/Buildings so as to obtain the necessary Building Use Permission for the said Building/s from the concerned local authority.

AND WHEREAS the Vendor shall be entitled to sell the remaining Units in the said Building with right to use all the common amenities and facilities provided therein and to be used in common with other Purchaser/s by Agreement to Sell also similar to these presents and on such price and terms and conditions as may be agreed upon by the Parties therein.

AND WHEREAS, prior to the execution of these presents the Purchaser has paid to the Vendor a sum of Rs._______________/- (Rupees ____________________________ only) being part payment of sale consideration of the said Unit agreed to be sold by the Vendor to the Purchaser, as advance payment (the payment and receipt whereof the Vendor hereby admit and acknowledge) and the Purchaser has agreed to pay the balance amount of the total sale consideration in the manner hereinafter appearing.

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 hereafter;

AND WHEREAS, under Section 13 of the said Act, the Vendor is required to execute a written Agreement for Sale of the said property with the Purchaser, being these presents and also to register the Agreement under the Registration Act,1908.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Vendor shall construct Mix Project (Residential & Commercial)/Scheme to be known as ""**AYMAN 52**" " Block A+B and C consisting First Cellar (for Parking), Ground Floor to Seventh Floor, Stair Cabin, Lift Room, over head water tank together with all Common amenities and facilities provided therein and required for the beneficial enjoyment of the said building/Scheme as per plans, designs and specifications duly approved by Ahmedabad Municipal Corporation at present or amended (if required) from time to time.

   Provided that, the Vendor shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the said Unit agreed to be sold to the Purchaser except any alteration or addition required by any Government authorities or due to change in any law/s.

1.a (i) The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser the said proportionate undivided share to the extent of ________ sq. mtrs. in the said project Land together with constructed property being Flat No. _____ admeasuring ________ sq. mtrs. (Carpet area), __________ sq.mtrs. of Wash Area and _______ sq.mtrs of Balcony total admeasuring about_______ sq.mtrs on ______ Floor of the said Scheme/Building known as **““AYMAN 52” ”** more particularly described in the Second Schedule hereunder written at or for the aggregate price/consideration of **Rs.** _______________/- **(Rupees__________ __________________Only)** which price includes the proportionate price of undivided share in the project land and proportionate undivided share in the Common Assets with right to use all the Common Amenities and facilities provided in the said Building/Scheme to be used in common with other Purchasers of the commercial units therein, the nature, extent and description of the common assets, areas and facilities, which are more particularly described in the **THIRD SCHEDULE** hereunder written.

(ii) Further, The Purchaser shall be entitled to common car parking space/s in the said Scheme at such location as may be decided by the Vendor/Service Society in that regard in future, which decision shall be final, binding and acceptable to the Purchaser herein.

1(b) The total aggregate consideration amount for the Unit, proportionate price of undivided share in the project land and undivided share in the common assets, with right to use all the Common Amenities and facilities provided in the said Building/Scheme to be used in common with other Purchasers therein appurtenant to the said Unit agreed to be sold hereunder shall be as mentioned herein above i.e. **Rs. _______________/- (Rupees _______________________ Only)**, which the Purchaser hereby agrees.

1(c) The Purchaser has paid on or before execution of this agreement a sum of Rs.____________/-(Rupees ___________ ___________________ Only)in the manner mentioned in **ANNEXURE - 1** as part consideration amount and hereby agrees to pay to the Vendor the balance amount of Rs. _______________/-(Rupees ____________________________ Only) in the manner mentioned in **ANNEXURE–2** or as may be mutually agreed by and between the Vendor and Purchaser hereto.

1(d) The total price as stated above excludes:

(i) Taxes (consisting of tax paid or payable by the Vendor by way of GST, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Vendor) up to the date of handing over the possession of the [Unit], which shall be separately payable by the Purchaser in the manner as may be decided by the Vendor.

(ii) Preferential Location Charge (if any), Floor Rise Charges and Payment of expenses for any extra work/Alteration/Addition to the constructed unit.

(iii) The transaction covered by this agreement at present is not understood to be eligible to tax under some other direct or indirect tax laws or similar other laws. If however, by reason of any interpretation or amendment to the constitution or enactment or amendment of any other law, Central or State, this transaction is held to be liable to tax, either as a whole or in part or any inputs of materials or equipments used or supplied in execution of or in connection with this transaction are eligible to tax, the same shall be borne and payable by the Purchaser on demand at any time.

(iv) Torrent Power Company proportionate charges relating to electricity connection - electrical power, laying of cable charges, installation of transformer or sub-station or other equipments and instruments; payment of security and other deposits; and all and every other costs, charges and expenses relating to the same or the matters incidental or ancillary to the aforesaid.

(v) All and every proportionate cost, charges and expenses and deposits to be paid for obtaining water and drainage connection from Ahmedabad Municipal Corporation.

(vi) All and every proportionate costs, charges and expenses for sanction of initial development and construction plans and specifications, etc. from Ahmedabad Municipal Corporation and all other concerned authorities; security deposits, scrutiny fees, FSI costs and all and every other costs, charges and expenses relating to the same or the matters incidental or ancillary to the aforesaid.

(vii) All and every cost, charges and expenses referred to in clauses 1(d) (i) to (vi) shall be borne and paid by the Purchaser to the Vendor additionally i.e over and above the amount mentioned in clauses 1 (a) hereinabove. Such payment shall be made by the Purchaser to the Vendor as and when demanded by the Vendor failing which, the Purchaser shall be liable to pay interest at the rate agreed hereunder for the delayed period on the outstanding amount till payment is made to the Vendor. Further, in any event, such outstanding amounts with interest thereon shall be paid by the Purchaser to the Vendor before the execution and registration of the Deed of Conveyance by the Vendor in favor of the Purchaser.

1(e) The aggregate sale consideration price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Vendor undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Vendor shall enclose the said notification/order/rule/regulation published/ issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

1(f) The Vendor may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser by discounting in corporate rebate of (MCLR+2) % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser by the Vendor.

1(g) The Vendor shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate (i.e building use permission) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Vendor. If there is any reduction in the carpet area within the defined limit then Vendor shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate of (MCLR+2) % in corporate interest, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Vendor shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause l (a) of this Agreement.

1(h) The Purchaser authorizes the Vendor to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her/its name as the Vendor may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Vendor to adjust his/her/its payments in any manner.

2.1 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 Unit to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Unit.

2.2 Time is essence for the Vendor as well as the Purchaser. The Vendor shall abide by the time schedule for completing the project and handing over the Unit to the Purchaser and the undivided share in the project land and common areas to the Purchaser or Service Society of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be.

3.1 The Vendor hereby declares that the Floor Space Index available as on date in respect of the project land is 4266 square meters only and Vendor has planned to utilize Floor Space Index of 2133 square meters by availing of FSI available on payment of premiums or by implementing various schemes as mentioned in the Development Control Regulation which are applicable to the said Project. The Vendor has disclosed the total Floor Space Index of 6388.23 square meters as proposed to be utilized by it on the project land in the said Project and Purchaser has agreed to purchase the said Unit based on the proposed construction and sale of Unit to be carried out by the Vendor by utilizing the proposed FSI and on the understanding that the declaredproposed FSI shall belong to Vendor only.

3.2 The Vendor shall not have any claim on F.S.I., additional F.S.I. and terrace rights after Building Use Permission has been obtained, such rights if any will be owned by the "Association of Allottee".

4.1 If the Vendor fails to abide by the time schedule for completing the project and handing over the Unit to the Purchaser, the Vendor agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest at the rate of (MCLR+2)% per annum, on all the amounts paid by the Purchaser, till the handing over of the possession. The Purchaser agrees to pay to the Vendor, interest at the rate of (MCLR+2)% per annum, on all the delayed payment which become due and payable by the Purchaser to the Vendor under the terms of this Agreement from the date the said amount is payable by the Purchaser(s)to the Vendor.

4.2 Without prejudice to the right of Vendor to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment of his/her proportionate share of taxes levied by concerned local authority and other outgoings and on the Purchaser committing defaults of payment, the Vendor shall at his own option, may terminate this Agreement:

Provided that, Vendor shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Vendor within the period of notice then at the end of such notice period, Vendor shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Vendor shall refund to the Purchaser (subject to adjustment and deduction of agreed liquidated damages to the extent of 20% of the total aggregate consideration and any other amount which may be payable to Vendor) within a period of thirty days of the termination, the sale consideration of the Unit which have been paid by the Purchaser to the Vendor. The Purchaser hereby irrevocably agrees that the Vendor shall be entitled to deduct the agreed liquidated damages to the extent of 20% of the total aggregate consideration in the circumstances as stated above and the Purchaser shall not in any event or manner challenge or object to the same.

The Purchaser agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building/Project/Larger Property or the Vendor or its representatives. In the event the Purchaser does or omits to do any such act, deed or thing then the Vendor shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement sending the Vendor Notice of Termination.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with brand, or price range to be provided in the said building/scheme and the Unit by the Vendor shall be at its option as are set out in **Annexure 'C'**, annexed hereto. In the event, the Purchaser requests the Vendor to make any addition or alteration in the Unit as permissible under relevant law/s or change/upgrade in any internal fittings/materials, the Purchaser shall be liable to pay such amount/s as may be agreed upon by and between the Vendor and Purchaser in addition to the amounts payable under this Agreement.

6. The Vendor shall give possession of the Unit to the Purchaser on or before 31st December 2025 If the Vendor fails or neglects to give possession of the Unit to the Purchaser on account of reasons not beyond its control and of its agents by the aforesaid date, then the Vendor shall be liable on demand to refund to the Purchaser the amounts already received by it in respect of the Unit with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Vendor received the sum till the date the amounts and interest thereon is repaid.

Provided that the Vendor shall be entitled to reasonable extension of time for giving delivery/possession 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) war, civil commotion or act of God;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 Procedure for taking possession - The Vendor, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Unit, to the Purchaser in terms of this Agreement to be taken within 15 (Fifteen) from the date of issue of such notice and the Vendor shall give possession of the Unit to the Purchaser. The Vendor agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor. The Purchaser agree(s) to pay the maintenance charges as determined by the Vendor or Service Society of Purchasers, as the case may be. The Vendor on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Purchaser shall take possession of the Unit within 15 days of the written notice from the Vendor to the Purchaser intimating that the said Unit is ready for use and occupancy.

7.3 Failure of Purchaser to take Possession of Unit: Upon receiving a written intimation from the Vendor as per clause 7.1, the Purchaser shall take possession of the 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 Unit to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of **five years** from the date of handing over the Unit to the Purchaser, the Purchaser brings to the notice of the Vendor any structural defect in the unit or the building in which the Unit is situated or any defects directly attributable to the Vendor on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Vendor at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Vendor, compensation 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 or which occur due to normal wear and tear or by reason attributable to the Purchaser.

8. The Purchaser shall use the unit or any part thereof or permit the same to be used only for purpose of residential use and not for any other purpose. The Purchaser shall use the parking space only for purpose of keeping or parking vehicle and shall not store any other items in the said space. Further, the Purchaser shall not be entitled to use the said Unit or permit the same to be used in a manner which may or is likely to cause nuisance or annoyance to occupiers of the other Units nor for any illegal or immoral purposes or for the purposes prohibited by law.

9.1 The Purchaser along with other Purchaser(s)s of Unit in the building/Scheme shall join in forming and registering the Service Society or a Limited Company to be known by such name as the Vendor may decide 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 the formation and registration of the Society or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Vendor within seven days of the same being forwarded by the Vendor to the Purchaser, so as to enable the Vendor to register the common organization of Purchaser/s. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.2 Within 15 days after notice in writing is given by the Vendor to the Purchaser that the Unit is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the unit) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, electricity expenses for common areas, facilities, lights and elevator services, repairs and salaries of clerks, bill collectors, Security, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. The Parties hereto agree that the Vendor shall be entitled in its sole discretion to maintain the project land and building/s/scheme for the initial period of 5(Five) years from the date of completion thereof. The Purchaser further agrees that the Purchaser shall pay to the Vendor in advance provisional monthly contribution per month towards his/her share of the outgoings/maintenance expenses the details of which are as stated in **ANNEXURE - 3** of this Agreement for the said period of 5(Five) years as mutually decided by and between the Parties. The amounts so paid by the Purchaser to the Vendor shall be utilized towards such expenses, however the Purchaser shall not be entitled to demand any accounts in respect of the same for the said entire period of 5(Five) years. The Purchaser hereby agrees and confirms that after the initial period of 5(Five) years, the project land and building/s/scheme shall be managed and maintained by the Service Society or Limited Company which is formed, and the Purchaser shall pay to the said Service Society or Limited Company his/her proportionate share of outgoings as may be determined by the managing committee thereof from time to time. Further, In addition to the monthly maintenance expenses, the Purchaser shall deposit and keep deposited with the

Vendor/Service Society a Fixed Maintenance Deposit as mutually decided by and between the Parties, which amount/interest amount obtained from the same shall be utilized for the maintenance and up keeping of the said Building/Scheme and its common amenities and facilities.

9. REPRESENTATIONS AND WARRANTIES OF THE VENDOR
The Vendor hereby represents and warrants to the Purchaser as follows:

i. The Vendor has clear and marketable title with respect to the project land; as declared in the title Clearance Certificate annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land;

iv. There are no litigations pending before any Court of law with respect to the project land or Project.

v. All approvals, permissions, licenses and permits issued by the competent authorities with respect to the Project/Scheme, project land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, permissions, licenses and permits to be issued by the competent authorities with respect to the Project/Scheme, project land and said building shall be obtained by following due process of law and the Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building and common areas;

vi. The Vendor has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;

vii. The Vendor has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Unit which will, in any manner, affect the rights of Purchaser under this Agreement;

viii. The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said Unit to the Purchaser in the manner contemplated in this Agreement;

ix. The Vendor has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till Building Use Permission in respect of the said Project/Scheme is granted by the Relevant/Competent Authority and thereafter the same shall be paid by the Purchaser proportionately with all other purchasers of the said Project/Scheme;

x. 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 property) has been received or served upon the Vendor in respect of the project land and/or the Project.

10. The Purchaser/s himself/themselves with intention to bring all persons into whosoever hands the Unit may come, hereby covenants with the Vendor as follows :-

i. To maintain the Unit at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Unit is situated and the Unit itself or any part thereof in any manner of whatsoever nature. The Purchaser specifically agrees not to change or add any plumbing lines/water lines in the unit in any manner of whatsoever nature and in the event the Purchaser doing so, the Purchaser shall be liable to bear all costs and expenses that may be incurred to rectify damages to any other Unit in the building or common areas due to such act of the Purchaser.

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

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

iv. Not to demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Unit or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support, shelter and protect the other parts of the building in which the Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Unit without the prior written permission of the Vendor and/or the Service Society orthe Limited Company.

v. The Purchaser specifically agrees with the Vendor that

a) No structural elements including PT slab, beams, columns, shear walls etc. shall be chiseled, core cut or punctured.

b) No drilling shall be permitted in any of these elements mentioned above. (except of false ceiling or other suspending other services for which a drill depth of not more than 50mm into the slab may be permitted)

c) No cutouts shall be done in the slabs without the permission of the Vendor and their structural consultants.

d) Any alterations required in the structure will have to be consulted with the Vendor and their structural consultant and may be chargeable.

e) In the event, any heavier loading like battery rooms or large server rooms etc if planned anywhere then the weight for the same must be quantified by the Purchaser in advance and the same must be represented to the Vendor and their structural consultants. Further strengthening (localized) if required in that case and shall be arranged and provided for on a chargeable basis.

f) Soil filling or garden loads shall not be kept within the Unit or in the areas other than the Vendor's architect planned anddemarcated areas.

g) Any inclined element (be it structural or non-structural) shall not be tempered with at all.

h) Interior decorators must be strictly briefed to not temper with any structural element presumed as obstruction or redundant.

i) That due care be taken to ensure that inflammable items not be used as part of the interior decoration and due fire ratings of those elements be understood prior to installation.

j) The Purchaser should agree that commercial and residential both will be a common society.

k) The purchaser should agree not to subdivide his apartment if any manner at any time.

l) The purchaser shall not put up any sign board, hoarding or any other kind of advertisement on the apartment and common terrace.

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

vii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the project land and the building in which the Unit is situated.

viii. Pay to the Vendor within fifteen days of demand by the Vendor, his/her share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the unit is situated.

ix. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Unit by the Purchaser for any purposes other than for purpose for which it is sold.

x. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement without prior written consent of the Vendor or part with the possession of the Unit until all the dues payable by the Purchaser to the Vendor under this Agreement are fully paid up and the necessary Deed of Conveyance is executed and registered by the Parties hereto.

xi. The Purchaser shall observe and perform all the rules and regulations which the Service Society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof and all resolutions that may be made from time to time for protection and maintenance of the said building and the Unit therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Service Society/Limited Company regarding the occupancy and use of the Units in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xii. The Purchaser shall permit the Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xiii. The Purchaser shall permit the Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

xiv. The Purchaser hereby agrees that Air Conditioners shall be allowed to be placed only at the planned and specific spaces provided by the Vendor and at no other place outside the Unit. It is further agreed by the Purchaser that any exhaust/Ducting/Piping in any Unit shall be installed as per the plan/s and guidelines of the Vendor.

xv. The Vendors shall decide the place, color and size of the name plate/Board which will be put in entrance of said building for indicating the name of the Unit Purchasers therein. It is hereby agreed that the Purchaser shall not put any other name plate or Board on any part of the building except on the door of the said Unit.

xvi. The Purchaser hereby agrees with the Vendor and undertakes to pay amounts liable to be paid by the Purchaser under this Agreement and to observe and perform the covenants and conditions contained in this Agreement and to keep the Vendors indemnified against the said payments and observance and performance of the covenants and conditions contained herein.

xvii. The Purchaser hereby agrees that the said Building/scheme shall always be known, as **““AYMAN 52” ”,** and the name shall not be changed in any circumstances whatsoever.

xviii. The Purchaser hereby agrees that the said Unit shall be used, occupied and enjoyed by the Purchaser as one Unit and the Purchaser shall not divide or sub-divide the same for use as more than one Unit. It has been specifically agreed that the main door of the said Unit shall not be changed, altered in size or location. No other door, window or opening shall be made in the said Unit other than as made by the Vendor on completion of the construction of the same.

xix. The Purchaser hereby agrees that the Vendor may if it deems fit/viable in its sole discretion provide security, telephone cable, multipurpose cable, TV channels, piped gas line, and other communication facilities and other facilities of common use and purpose in the scheme. These facilities may be provided through any outside agency under contract with him/it on such terms and conditions as may be finalized by the Vendor. Any agreement - arrangement that may be worked out for the same and the terms and conditions thereof will also be binding upon the Purchaser and other members in the scheme. The Purchaser may use such facilities as per rates – price - consideration and terms and conditions as may be fixed by the Vendor in that regard.

11. The Vendor shall maintain a separate account in respect of sums received by the Vendor from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co- operative Service Society or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

12. The Purchaser, 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 and Rules and Regulations made there under or any statutory amendment(s) modifications(s) made thereof and all other applicable laws including that or remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Vendor with such permission, approvals which would enable the Vendor to fulfill its obligations under this Agreement. Any refund, transfer or 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.

13. The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws or applicable, as amended from time to time and the Vendor accepts no responsibility in this regard. The Purchaser shall keep the Vendor fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Vendor immediately and comply with necessary formalities if any under the applicable laws. The Vendor shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Vendor shall be issuing the payment receipts in favour of the Purchaser only.

14. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Unit or of the said project land and Building, or any part thereof. The Purchaser shall have no claim save and except in respect of the Unit hereby agreed to be sold to him on the terms and conditions mentioned herein, and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Vendor until the same is transferred as hereinbefore mentioned.

15. **VENDOR SHALL NOT FURTHER MORTGAGE OR CREATE A CHARGE**

After the Vendor executes this Agreement it shall not further mortgage or create a charge on the 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 Purchaser who has taken or agreed to take such Unit.

16. **BINDING EFFECT**

Forwarding this Agreement to the Purchaser by the Vendor does not create a binding obligation on the part of the Vendor or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Vendor. If the Purchaser(s) fails to execute and deliver to the Vendor this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendor, then the Vendor shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever. While Vendor going into Project finance after execute Agreement with the Purchaser then the charge on receivables will be applicable and for that concern financial institution or bank will issue NOC (No Objection Certificate) for the said unit.

17. **ENTIRE AGREEMENT**

This Agreement, along with its schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit, as the case may be.

18. **RIGHT TO AMEND**

This Agreement may only be amended through written consent of the Parties.

19. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/SUBSEQUENT PURCHASERS**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

20. **SEVERABILITY**

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

21. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO- IN THE AGREEMENT FOR RESIDENTIAL USERS ONLY**

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the Unit to the total carpet area of all the Unit in the Project.

22. **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.

23. **PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Vendor through its authorized signatory at the Vendor's office, or at some other place, which may be mutually agreed between the Vendor and the Purchaser at Ahmedabad, and shall be registered at the office of the Sub-Registrar concerned. Hence this Agreement shall be deemed to have been executed at Ahmedabad.

24. The Purchaser and/or Vendor shall present this Agreement as well as the conveyance at the proper registration office of the Sub-Registrar concerned within the time limit prescribed by the Registration Act and the Vendor will attend such office and admit execution thereof.

25. That all notices to be served on the Purchaser and the Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Vendor by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respectiveaddresses specified below:

____

____

M/s. AYMAN PROJECTS
Office at C/O 95 9th floor Jafri Tower.
Behind Tagore Hall, Kocharab, Paldi,
Ahmedabad, Gujrat- 380006

It shall be the duty of the Purchaser and the Vendor to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Vendor or the Purchaser, as the case may be.

26. **JOINT PURCHASERS**

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

27. **Stamp Duty and Registration**

The charges towards stamp duty and Registration of this Agreement and the conveyance of the Unit, undivided proportionate share of land as well as all other documents to be executed by the Vendor in favor of the Purchaser shall be borne by the Purchaser.

28. **Dispute Resolution**

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

29. **GOVERNING LAW**

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

30. That all the partners of VENDOR **M/s. AYMAN PROJECTS** Vide Letter of Authority dated 20/09/2021 have Authorized MR. **Shirazahmed Gulamhaider Patawat** to sign and execute these present on behalf of the said VENDOR, and for admission of execution and registration thereof with the Sub Registrar, Ahmedabad – 4 (Paldi).

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of Non-Agricultural land of Revenue Survey No.598/2, admeasuring 3947 sq.mtrs., having account no.589, which has been allotted the Final Plot No.52, admeasuring 2370 sq.mtrs., of the Town Planning Scheme No.85, situated lying and being at Village Sarkhej, Taluka Vejalpur, in the Registration Sub-District Ahmedabad-4 (Paldi) and District Ahmedabad and circumscribed as follows:-

On or towards the North	:	By 12 Mts. Wide T.P.S. Road
On or towards the South	:	By Final Plot No.44 and 47
On or towards the East	:	By Final Plot No.113
On or towards the West	:	By Final Plot No. 46

THE SECOND SCHEDULE ABOVE REFERRED TO

All that proportionate undivided share to the extent of.sq. mtrs. in the said project Land together with constructed property being Flat No.________________________________ admeasuring____sq. mtrs. (Carpet area),_______________________________________ sq.mtrs. of Wash Area and_______________________________ ____sq.mtrs of Balcony total admeasuring about____ sq.mtrson______Floor of the said Scheme/Building known as ""**AYMAN 52**" " together with undivided share in the Common Assets and right to use all the Common Amenities and facilities provided in the said Building/Scheme to be used in common with other and the said Unit No.------is bounded as follows:

On or towards the North	:	
On or towards the South	:	
On or towards the East	:	
On or towards the West	:	

THE THIRD SCHEDULE ABOVE REFERRED TO

Description of Common Assets and right to use amenities and facilities provided in the said scheme and to be used in common with other Purchasers The common assets, amenities and facilities being Club House, Parking, Lift, Stair Case/passage leading to Units, Over head Water Tank, Underground Water Tank with Pump and Electric-Motor, Compound Wall, and Drainage provided / situated in the said Building along with Right to Use common areas, amenities and facilities in common provided in the Scheme known as **““AYMAN 52” .**

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at **Ahmedabad** (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED
BY THE WITHINNAMED
VENDOR

M/s. AYMAN PROJECTS

THROUGH ITS AUTHORIZED PARTNER

Mr. Shirazahmed Gulamhaider Patawat

____

In the presence of:

1. __________________________

2. __________________________

ANNEXURE – 1

MEMO OF CONSIDERATION

Rs.____________/-

(Rupees_________________Only) paid by the Purchaser to the Vendor towards part consideration money by Cheque No. _____________ dated ____________of ______________________________ Ahmedabad. The receipt whereof theVendor do hereby acknowledge.

Rs.____________/-

____

WE SAY RECEIVED

M/s. AYMAN PROJECTS

THROUGH ITS AUTHORIZED PARTNER

Mr. Shirazahmed Gulamhaider Patawat

Rs.______________/- Balance
PayableRs.______/- **Total**

All the Payment subject to realization

ANNEXURE – 2

1. Not more than 30 percent of the total price shall be payable to the party of the First part upon execution of contract.

2. Not more than 45 percent of the total price shall be payable to the party of the First part upon completion of the construction of slab and steels and podiums at the place of property being situated.

3. Not more than 70 percent of the total price shall be payable to the party of the First part upon completion of the construction of RCC slab at the place of property being situated.

4. Not more than 75 percent of the total price shall be payable to the party of the First part upon completion of the Inner walls, plasters, furniture window and doors.

5. Not more than 80 percent of the total price shall be payable to the party of the First part upon completion of the Sanitary fittings, staircase, lift wells, lobbies at floor level.

6. Not more than 85 percent of the total price shall be payable to the party of the First part upon completion of the construction of outer plumbing, outer plaster, elevation, terrace waterproofing work etc. at the place of property being situated.

7. Not more than 95 percent of the total price Same shall be payable to the party of the First part upon completion of the Lift, water pump, electricity connection, electrical machines, environment related other matters stated in sale deed etc. at the place of property being situated.

8. All remaining amount of consideration shall be payable when the certificate of completion or building use permission provided and when the possession of the property handed over to the party of Second part.

Rs. **TOTAL TO BE PAID**

<u>Details of common expenses to be incurred by the Vendor for the initial period of 60 Months from the fixed monthly maintenance amount receivedfrom the Purchaser</u>

- Common Area Electricity Bills
- Common Area Property Taxes
- Security Expenses
- Housekeeping Expenses for common areas and facilities
- Normal day to day expenses for maintaining and upkeeping of the commonareas and facilities.

SCHEDULE UNDER THE REGISTRATION ACT (32-A)

THE VENDOR

M/s. AYMAN PROJECTS

THROUGH ITS AUTHORIZED PARTNER

Mr. Shirazahmed Gulamhaider Patawat

THE PURCHASER

……………………………………….