

AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT FOR SALE MADE AT Gandhinagar on this
____ day of _____, Two Thousand Seventeen.

BETWEEN

FIRST PARTY : Amba Township Private Limited
THE PROMOTER: through its Authorised Representative
Shri Kishor Ambalal Chatrabhuj
aged : Adult,
Occupation: Seva,
having registered office at Basement Tower A,
Vardan Tower, Opp. Shanti Appt. Pragatinagar,
Shastrinagar, Naranpura, Ahmedabad, Gujarat-
380013 India.

hereinafter called “First Party” and/or “The Promoter” (Which expression shall unless repugnant to the context or meaning thereof be deemed to include the Promoter and its directors, executors, successors, assignees and administrators etc.) of the One Part.

SECOND PARTY : (1)
PROSPECTIVE ACQUIRER Age: Occupation:
(2)
Age: Occupation:
Residing at
hereinafter called “The Second Party” and/or
“PROSPECTIVE ACQUIRER” and/or “The Allottee” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include (in case of individual) his/her/their heirs, legal representatives, executors and successors of the SECOND PART

WHEREAS

The Promoter herein is seized and possessed of and otherwise well and sufficiently entitled to Unit No. _____ having sub-plots _____, as per approved plan by GUDA [as per scheme known as _____], admeasuring construction RERA built up area _____ **sq. mts.** out of sub plot area _____ **sq. mts.** situated on land admeasuring _____ **sq. mts** carpet area out of total land admeasuring 12977.80 sq. mts. paiki and undivided share in the land of common road, common plot and common amenities admeasuring _____ **sq. mts.**, out of total land of common road, common plot and common amenities for the sub-scheme admeasuring 6404.15 sq. mts. on the total scheme land admeasuring 19382.05 sq.mts. of Block No. 444/255 [Sub Plot No. P] [land of Old Block No.458, 459 and 460/A] of amalgamated Block No.444 [Paiki] total admeasuring 430521 sq. mts. [excluding the land acquired by Railway Authorities admeasuring 4272 sq. mts.] of the Sub-Scheme known as “Amba Township Sector-1D” and right to use common amenities and common facilities in the Scheme known as “Amba Township Sector-1” which is a part of “Amba Township”.

Thereafter, the Mamlatdar Gandhinagar, has amalgamated the land of Block No. 458, Block No. 459 and Block No.460/A with the Block No. 444 along with the land of other 25 Block Numbers as all the lands are adjoining to each other and held by the same holder under his Order No. LND/WS/9739/08 Dated 24/12/2008 and renumbered the said Block No. as Block No. 444. Entry to that effect is carried out in the Record of Right by Entry No. 11578 Dated 17/03/2009 which is certified on 27.5.2009.

Thereafter the Collector Gandhinagar has granted Non Agricultural Use Permission for residential purpose for the land of Block No.458, Block No.459 and Block No.460/A under his order No.CB/Jamin/N.A./SR 124/WS/8098 to 8108/09 dated 13.4.2009 under sec. 65 of the Bombay Land Revenue Code. Entry to that effect is carried out in the Revenue Record by Entry No. 11699 Dated 08/05/2009 which is certified on 22.9.2009.

Thereafter the Mamlatdar, Gandhinagar, has amalgamated the land of other 10 Block Numbers with the Block No.444 as all the lands are adjoining to each other and held by the same holder under his Order No.Mam/Jamin/Vashi.4693/11 dated 30.6.11 and renumbered the said Blocks as Block No. 444 admeasuring 434793 [inclusive of land acquired by Railway Authority admeasuring 4272 sq. mts.] and land of all 28 Blocks were amalgamated and new Block No.444 is given by the

Mamlatdar, Gandhinagar. Entry to that effect was entered in revenue record by entry No.12824 dated 20.7.2011 which is certified on 3.9.2011.

The said Unit is situated on the land of Old Block No.458, Block No.459 and Block No.460/A which is amalgamated with land of Block No.444 as per the above mentioned details.

Thereafter Durasti 121 was done by D.I.L.R. Gandhinagar and divided the land of Block No. 444 into various Plots, sub-plots, common plots and roads as per approved plan by GUDA. According to the Durasti, the Unit No. _____ having sub-plots _____, as per approved plan by GUDA [as per scheme known as _____], admeasuring _____ sq. mts. constructed on land admeasuring _____ sq. mts. on the land admeasuring 19382.05 sq. mts. of Block No.444/255 [Sub Plot No.P] [land of Old Block No.458, 459 and 460/A] of amalgamated Block No.444 [Paiki] is renumbered as Block No. 444/255 in revenue record and Village Form 7/12 is also issued accordingly. In the same way, the land of common Plots and amenities of Block No. 444 [Paiki] is renumbered in the following manner:

TABLE-1				
Sr.No.	Common Plot No.		Block No.	Area (sq. mts.)
	As per Revenue Record	As per GUDA		
1	444/114	C.P. 01	444	7806.90
2	444/127	C.P. 02	444	3696.48
3	444/7	C.P. 03	444	537.87
4	444/269	C.P. 06	444	638.76
5	444/152	C.P. 07	444	1563.70
6	444/131	C.P. 08	444	960.07
7	444/185	C.P. 09	444	1071.21
8	444/186	C.P. 10	444	1251.12
9	444/252	C.P. 15	444	3817.57
10	444/254	C.P. 17	444	1377.50
11	444/55	C.P. 19	444	1122.91
12	444/66	C.P. 20	444	1051.50
Total (A)				24895.59

Sr.No.	Common Amenities No.		Block No.	Area (sq. mts.)
	As per Revenue Record	As per GUDA		
1	444/115	AM. 1	444	835.15
2	444/120	AM. 2	444	392.26
3	444/26	AM. 3	444	678.10
4	444/217	AM. 4	444	918.82
5	444/218	AM. 5	444	790.33
Total (B)				3614.66
Total Common Plots and common amenities				28510.25

In the same way, the land of common road of the said scheme of Block No. 444[Paiki] is renumbered in the following manner:

TABLE-2				
Sr.No.	Common Road No.		Block No.	Area (sq. mts.)
	As per Revenue Record	As per GUDA		
1	444/251 (paiki)	12 mts Internal Road	444	33197.13
Total				33197.13

Entry to this effect was carried out in revenue record by entry No. 12911 dated 30.09.2011.

Thereafter Adalaj Gram Panchayat has issued Construction Permission to Promoter for construction of residential units on the said land.

Thereafter Plans for construction on the aforesaid land was sanctioned and Development Permission was issued by Gandhinagar Urban Development Authority [GUDA] under its order No.PRM/Adalaj/278/09/2014/3725/2015 dtd.8.7.2015.

Amba Township Pvt. Ltd. i.e. the Promoter has been promoted by the Sadhakas and Satsangies (herein after referred as “Mahatmas”) of Param Pujya Dada Bhagwan, including professionals, industrialists, who have excelled in their chosen fields, as also the common people.

Param Pujya Dada Bhagwan wished that there should be a township surrounding the Temple, with exclusive facilities to blend the taste of east and west, full of positivity which will help Mahatmas to progress spiritually and to walk the path of salvation with spirit.

As a step towards this, the Promoter is presently engaged in construction of Township at Adalaj, district – Gandhinagar, Gujarat, for the persons who wants to progress spiritually and seeks to live in spiritual and peaceful atmosphere. The company allots residential accommodation on a reasonable cost basis.

The main aim of the Promoter is to provide spiritual and peaceful environment at an affordable cost to the people having spiritual interest. Thus, its basic intention and objective is social and spiritual upliftment and development of the society as a whole and not strictly profit making.

The Allottee is desirous to live in spiritual and peaceful atmosphere and wants to progress spiritually and also willing to follow the basic rules and regulations of the Scheme and Township. He/She/They is desired to acquire and for that purpose requested the Promoter to reserve for him/her/them, a Unit /unit, more particularly described in the Schedule ‘A’ hereunder written (hereinafter referred to as the “Said Unit”) in the said Scheme/Project subject to the terms and conditions mentioned herein.

The Allottee has perused, studied and explained to himself/herself/itself the agreements, documents, papers, writings relating to the acquisition of the Said Land, plans, approvals and specifications of the said Units and the said scheme, Certificate and Report on Title issued by Advocate Shri Hitesh M. Rawal of M/s. H.M.Rawal & Co., Advocates, Ahmedabad and also such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (herein referred to as the Said Act” or “RERD Act”) and the Rules and Regulations made there under. The Allottee after satisfying himself/herself/themselves has / have decided to purchase the said Unit. The development work of Said Unit is in progress.

The carpet area of the said Unit is ____Sq. Mtrs.. and “carpet area” means the net usable floor area of an Unit , excluding balcony, service shaft and exclusive

open terrace area, but includes the area covered by the internal partition walls of the Unit as defined under Real Estate (Regulation and Development) Act, 2016 (herein after referred as “RERD Carpet Area”)

The Promoter is in the process of getting itself register under RERD and registration will be received in due course. The copy of Registration Certificate will be provided to the Allottee, once it is received.

The authenticated copies of the plans and specifications of the Unit agreed to be purchased by the Allottee has been annexed and marked as Schedule ‘B (1)’ and Unit Plan is annexed as Schedule ‘B (2)’ to this Agreement.

Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Unit agreed to be sold by the Promoter to the Allottee as advance payment or booking amount (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

The Promoter has already commenced construction of the unit/s in accordance with the proposed approved plans. Layout Plan of the Scheme / Project is annexed as Annexure ‘A’ to this Agreement.

The Allottee has applied to the Promoter for allotment of Unit No. _____ having sub-plots _____, as per approved plan by GUDA [as per scheme known as _____], admeasuring construction RERD built up area _____ **sq. mts.** out of sub plot area _____ **sq. mts.** situated on land admeasuring _____ **sq. mts** carpet area out of total land admeasuring 12977.80 sq. mts. paiki and undivided share in the land of common road, common plot and common amenities admeasuring _____ **sq. mts.**, out of total land of common road, common plot and common amenities for the sub-scheme admeasuring 6404.15 sq. mts. on the total scheme land admeasuring 19382.05 sq.mts. of Block No. 444/255 [Sub Plot No. P] [land of Old Block No.458, 459 and 460/A] of amalgamated Block No.444 [Paiki] total admeasuring 430521 sq. mts. [excluding the land acquired by Railway

Authorities admeasuring 4272 sq. mts.] of the Sub-Scheme known as “Amba Township Sector-1D” and right to use common amenities and common facilities in the Scheme known as “Amba Township Sector-1” which is a part of “Amba Township” situate, lying and being at Mouje : Adalaj, Taluka : Gandhinagar, in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties. The Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Unit .

Under section 13 of the RERD Act, the Promoter is required to execute a written Agreement for Sale in respect of the said Unit in favour of the Allottee (being in fact these presents) and also to register the said Agreement under the Registration Act, 1908.

The Parties have entered into this Agreement for Sale with a view to record the terms and conditions and manner in which the said Unit shall be allotted/sold to the Allottee.

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

1. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee ;

Unit No. _____ having sub-plots _____, as per approved plan by GUDA [as per scheme known as _____], admeasuring construction RERD built up area _____ **sq. mts.** out of sub plot area _____ **sq. mts.** situated on land admeasuring _____ **sq. mts** carpet area out of total land admeasuring 12977.80 sq. mts. paiki and undivided share in the land of common road, common plot and common amenities admeasuring _____ **sq. mts.**, out of total land of common road, common plot and common amenities for the sub-scheme admeasuring 6404.15 sq. mts. on the total scheme land admeasuring 19382.05 sq.mts. of Block No. 444/255 [Sub Plot No. P] [land of Old Block No.458, 459 and 460/A] of amalgamated Block No.444 [Paiki] total admeasuring 430521 sq. mts. [excluding the land acquired by Railway Authorities admeasuring 4272 sq. mts.] of the Sub-Scheme known as “Amba Township Sector-1D” and right to use common amenities and common facilities in the Scheme known as

“Amba Township Sector-1” which is a part of “Amba Township” situate, lying and being at Mouje : Adalaj, Taluka : Gandhinagar in the Registration District and Sub-District of Gandhinagar more particularly described in the SCHEDULE ‘A’ hereunder written

2. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, Balcony having RERD Carpet Area of **Sq. Mtrs.** forming part of the Unit and the consideration of the same is included in total consideration mentioned herein after.
3. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, Wash Yard having RERD Carpet Area of **Sq. Mtrs.** forming part of the Unit and the consideration of the same is included in total consideration mentioned herein after.
4. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, Foyer having RERD Carpet Area of **Sq. Mtrs.** forming part of the Unit and the consideration of the same is included in total consideration mentioned herein after.
5. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, Terrace having RERD Carpet Area of **Sq. Mtrs.** forming part of the Unit and the consideration of the same is included in total consideration mentioned herein after.
6. The Promoter has clear and marketable title with respect to the project land; 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;
7. The Promoter 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;
8. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
9. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
10. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said unit are valid and subsisting and

have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said unit shall be obtained by following due process of law.

11. The Promoter 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 Allottee created herein, may prejudicially be affected; The Promoter 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 Allottee under this Agreement.
12. WHEREAS, Amba Township Sector 1 Residents Welfare Limited, a Maintenance Company is formed by the Unit holders of the said Scheme, with main object of maintaining the common amenities, facilities, services, common infrastructure and common open areas (hereinafter referred to as the “SAID COMMON FACILITIES AND AMENITIES”) and also to manage, maintain, monitor, replace, up-grade, etc., the said amenities. The said “Maintenance Company” is hereinafter referred to as “Maintenance Entity”.
13. The Allottee has to become a member of Maintenance Entity by taking specified shares and also abide by all rules and regulations of the said Maintenance Entity and to pay the deposit / charges as decided from time to time by the Maintenance Entity.
14. The Refundable Maintenance Deposit received towards the said Unit shall be invested in the interest fetching investments like Fixed Deposits or any other investment schemes. The maintenance expenses of common area outside of said Unit shall be paid from interest earned from such investments. In future when expenses exceed income, an annual maintenance charges will have to be paid by the Allottee. In other words, the Maintenance Deposit is a refundable deposit. Interest on that deposit will be used to pay maintenance expenses and NOT the principle amount of Deposit. It is a Refundable Deposit and not the maintenance expenses paid in lump sum. In future, Allottee will have to pay some amount towards annual maintenance expenses over and above Maintenance Deposit.

15. This Refundable Maintenance deposit will be refunded by the Maintenance Entity to the Allottee, in case he/she/they sells the Unit, but after the maintenance deposit is paid by the new purchaser.
16. The Promoter has agreed to reserve for conferment the Said Unit to the Allottee, strictly in accordance with and subject to the other terms and conditions herein, at or for the total amount of Rs./- (**Rupees** _____ **Only**) to be paid / contributed by the Allottee to Promoter (hereinafter referred to as “the Said Amount” or “Consideration”). The Allottee agrees to pay to The Promoter the Said amount.
17. Over and above the aforesaid amounts, the Allottee shall have to bear and pay to Promoter as under ;
- (a) any levies from the State or Central Government or local authority or any other authority, in a form of GST, betterment charges, development taxes AUDA / GUDA charges or any other taxes or levies as applicable on and from the date of the agreement,
 - (b) amounts payable towards the stamp duty, registration charges, legal charges and other incidental and ancillary expenses
 - (c) charges for electricity connection deposit payable or paid to the Electricity Company
 - (d) Amount for Gas connection charges payable or paid to Gas Connection Provider Company
 - (e) Refundable Maintenance Deposit payable to the Maintenance Entity
 - (f) Amount towards extra work, if any, in Unit.
18. The Allottee has to pay the aforesaid amount as periodical installments at a regular interval as mentioned in **Annexure- ‘B’**. Incase, the possession date is preponed i.e. possession is given earlier then actual date, due to speedy construction, the Promoter will have a right to revise the time of payment and amount of the periodical installments.
19. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the said Unit to the Allottee and the common areas to the Maintenance Entity, after receiving the completion certificate or Building Usage (BU) permission

or both, as the case may be. Stagewise Completion of Unit is attached as Annexure 'D' to this Agreement.

Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her/them and meeting the other obligations under the Agreement.

20. The Allottee is required to pay the periodical installment as mentioned in Annexure 'B' within the time limit specified therein. In case of default, The Promoter will be entitled to charge interest at 9% per annum.

Without prejudice to the right of promoter to charge interest in terms of on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing defaults of payment of instalment, the Promoter shall at his own option, may terminate this Agreement:

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

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the said Unit which may till then have been paid by the Allottee to the Promoter without any interest or appreciation.

The Promoter will at its sole discretion may decide to waive the interest on outstanding installment.

21. The Promoter shall give possession of the Unit to the Allottee on or before ____ day of ____ . If the Promoter fails or neglects to give

possession of the Unit to the Allottee on account of reasons beyond its control and of its agents by the aforesaid date, then ;

- i) the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest at the rate of 9% per annum on all the amounts paid by the Allottee, for every month of delay, till the handing over the possession or
- ii) the Promoter agrees to refund to the Allottee, who intends to withdraw from the project, (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of 30 days from the termination, the amounts already received by promoter in respect of the Unit with simple interest at the rate of 9% per annum, from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving possession of Unit on the aforesaid date, if the completion of Unit 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.

- 22. The Promoter, upon obtaining the completion certificate or building usage (BU) permission from the competent authority and the payment made by the Allottee as per this agreement, shall offer in writing the possession of the said Unit, to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of BU permission and the Promoter shall give possession of the said Unit to the Allottee.
- 23. The Allottee shall take possession of the Unit within 2 months from the date of receipt of completion certificate or building usage (BU) permission or within such date as mentioned in written notice from the Promoter or any such other extended period as decided by the Promoter for use or occupancy of the Unit.
- 24. Upon receiving a written intimation from the Promoter as aforesaid, the Allottee shall take possession of the said Unit from the Promoter by

executing necessary indemnities, undertakings and such other documentation and the Promoter shall give possession of the Unit to the allottee.

- i) In case the Allottee fails to take possession within the time provided, such Allottee shall continue to be liable to pay maintenance charges as applicable from the date of possession, as informed by Promoter.
- ii) The period of free maintenance or warranty of the fittings shall be calculated from expiry of 2 months from the date of possession as informed by the Promoter.

25. The Promoter will not be bound to pay the interest, benefit or appreciation of any kind where the booking is cancelled by the Allottee or the booking is cancelled by the Promoter due to any default of the Allottee in complying with the terms set out herein or having made any misleading representations. However, The Promoter at its sole discretion may decide to pay interest or appreciation to the Allottee.
26. The Promoter or the Allottee, either Party has undisputed right to cancel the booking of Unit, in case of breach of conditions mentioned in this Agreement for Sale by the other Party.
27. The Promoter has also right to cancel the booking and refund the amount without interest and compensation if the details provided by the Allottee is false, misleading or incomplete. The Promoter has also right to cancel the booking, if the Allottee breaches any of Booking Terms and Conditions.
28. Whether cancellation is due to breach of conditions or default by one party, the other party will not be required to pay interest, compensation or appreciation in any manner.
29. If the Allottee neglects, omits or fails for any reason whatsoever to pay to Promoter any part of the amounts due and payable by the Allottee under the terms and conditions of this Agreement, within the time herein before specified or if the Allottee shall in any other way fail to perform or observe any of the covenants and stipulations herein contained, the Promoter shall be entitled to terminate this Agreement. The Allottee herein agrees that on Promoter's terminating this Agreement, all the right, title and interest of the Allottee in the Said Unit and under this Agreement shall cease.

30. As already stated earlier, the basic aim of the Promoter is to develop residential township with spiritual, peaceful and positive atmosphere for the persons who want to progress spiritually. Therefore, to preserve the main object and spirit of the Scheme / Township this Agreement For Sale is made on the conditions that :

- i. that the following are strictly prohibited in the Amba Township and no person staying in Allottee's Unit shall do any of the following acts :
 - a. Possession and / or Consumption of Alcohol
 - b. Possession and / or Consumption of Non-vegetarian food
 - c. Adultery or Illicit Sex
 - d. Any other act, deed or behaviour which shall be considered either indecent or immoral by the Maintenance Entity on the basis of the objects of creation of Township and general moral standard of the society.

If any of the Allottee or family member of the Allottee or any person staying in the Unit of Allottee is found doing any of the above act at any time hereinafter, then the Promoter has a right to cancel the booking and commence process for termination of the membership of the Allottee in the said Project. The Promoter and / or Maintenance Entity shall also have a right to prohibit the entry of the said person in the Township.

- ii. that for all the subsequent transfer, the Allottee and Prospective Purchaser should follow the process as mentioned below and shall abide by following :.
 - a) The Allottee should approach the Promoter / or Maintenance Entity or such other person, committee or entity which may be formed by the Promoter / or Maintenance Entity and give them the information about prospective Purchaser in specified format and with requisite details.
 - b) The Allottee represents, undertakes and covenants that he/she/they understand that the said Project has been promoted by and only for the Mahatmas i.e. Sadhakas and Satsangies of Param Pujya Dada Bhagwan, including professionals, industrialists, who have excelled in their chosen fields and as per the wish of Param Pujya Dada Bhagwan this township surrounding the Temple, with

exclusive facilities to blend the taste of east and west, full of positivity, will help Mahatmas to progress spiritually and to walk the path of salvation (“Allottee Criteria”). With this spirit the Project has been developed and the Units or residence in the said Project has been developed only for the devotees and followers of Param Pujya Dada Bhagwan and that the Allottee at no time herein after shall be entitled to deal with the said Property in any manner whatsoever inter alia by sale, lease, gift, agreement, exchange, partition or otherwise part the possession of the said Unit or any part thereof in favor of anyone else other than the Allottee who has been approved by the Promoter and / or the Maintenance Entity. Any such transfer which is without permission as mentioned herein before shall be treated as null and void.

- c) The Promoter or Maintenance Entity will in due course decide on eligibility of Prospective Purchaser in the scheme. The decision of the Promoter and / or Maintenance Entity will be final in this regard and The Promoter and / or Maintenance Entity will not be required to provide any explanation, clarification in the matter. This right and power is given to the Promoter and / or Maintenance Entity. The Allottee should initiate the process of transfer only after the Promoter / Maintenance Entity approves the Prospective Purchaser.
- d) The Promoter or Maintenance Entity will issue ‘No Dues Certificate’ and / or ‘No Objection Certificate’ to the Allottee, only if the application of prospective purchaser is approved. The No Dues Certificate will be issued to the Allottee, only after the Allottee has paid all dues to the Maintenance Entity. Any deal in any manner inter alia sale, transfer, grants, assignment, mortgage, lease, partition, exchange, gift or otherwise without the prior consent of the Promoter or Maintenance Entity or such other person, committee or entity, authorized by them, as mentioned above shall be treated as void and not enforceable.
- e) The Allottee has to pay necessary transfer fees/charges as decided by the Promoter and / or Maintenance Entity from time to time and also provide Undertaking from the new Purchaser in favour of

Maintenance Entity to fulfill and obey all rules and regulations of the Maintenance Entity.

- f) The Rules and Regulations which are applicable to the original Allottee will be applicable to all the subsequent new Purchasers. The Sale Deed between Allottee and new Purchaser must contain all terms and conditions as prescribe in this agreement and the said Sale Deed must be prepared or approved by the lawyer as appointed by Promoter and/or Maintenance entity.
 - iii. The Allottee agrees, accepts and declares that he/she/they has/have wish to purchase the said Unit with these conditions and it is a conditional sale and in future at the time of sale/transfer of the said Unit he/she/they will obey said condition. The Allottee will also signed an Undertaking for the said condition and the said Undertaking will for part of Sale Deed and annexed as 'SCHEDULE'. The Promoter and / or Maintenance entity will also be authorized to prescribe any conditions, restriction, fees or charges for said transfer.
 - iv. The Allottee agrees to the above conditions relating to resale and / or transfer of Unit in addition to other conditions. Therefore, the Promoter has decided to allot the Unit to the Allottee.
31. The Promoter shall be entitled to make minor additions or alteration in the sectioned plan, layout plans, specifications and the nature of fixtures, fittings and amenities in respect of Unit or scheme without the prior notice of the Allottee. However, the Promoter is required to obtain consent of such minimum number of Allottees as prescribed under RERD Act, in case of other major alteration or omission.
 32. The Promoter hereby declares that more Floor Space Index (FSI) can be availed by TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations. Such FSI whenever available shall be, belong to Promoter only.
 33. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Unit is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the

changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days from the date of intimation to Allottee with annual interest at the rate of 9 %, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee from the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter with reference to the Consideration as agreed in this agreement.

34. The conveyance of the Said Unit will be made and registered by Promoter in favour of the Allottee and possession thereof shall be given to the Allottee only upon all payments required to be made under this Agreement by the Allottee have been made to Promoter and in accordance with other provisions herein.
35. Nothing contained in this Agreement shall be construed so as to confer upon the Allottee any right, title or interest of any kind whatsoever in, to or over the Said Unit. Such conferment shall take place only after all of the following conditions are satisfied :
 - a. Promoter have received all the payments due to it/them under the terms of this Agreement from the Allottee .
 - b. The Allottee has/have duly and properly observed the terms and conditions contained herein.
 - c. The Allottee is/are finally conveyed the Said Unit, upon recommendation by Promoter.
36. The Allottee shall be bound from time to time to sign papers or documents, to observe code of conduct and to do all other things as Promoter/ may require him/her/it/them to do from time to time for safeguarding the interest of Promoter and the Allottee. Failure to comply with the provisions of this Clause will render this Agreement ipso facto to come to an end.
37. The rights and interest of the Allottee herein, of the said Scheme, shall be subject to the overall powers and authorities of Promoter, in any of the matter concerning the Scheme and development thereof and all amenities

pertaining to the same and in particular Promoter shall have absolute authority and control as regards the unbooked Units and their disposal.

38. The Allottee shall have no claim and/or legal title with respect to any part of the Scheme, including but not limited to its common roads, common infrastructure facilities, amenities and services, save and except in respect of the Said Unit agreed to be reserved for him/her/it/them. The Allottee and others shall be permitted to use, and enjoy the Common Facilities and Amenities same as per the rules and regulations of Promoter or Maintenance Entity or such other person, committee or entity appointed by them.
39. All the rights, entitlements and obligations which belong to Promoter, shall remain assignable, in part or as whole, by Promoter at its sole discretion, to whomsoever they decide, at any point of time in future. In such case, all the rights of the Allottee and obligations and undertakings given by the Allottee under this agreement to Promoter shall automatically get transferred to such assignees/successors of Promoter and the same shall remain binding to such assignee of Promoter as well as to the Allottee and/or his/her/its/their assignees/successors.
40. The Allottee shall maintain at his/her/its/their cost the Said Unit in good condition, neat, clean and tidy and saved and protected from trespasser, from being illegally used or occupied and shall abide by all bye-laws, Rules and Regulations of the Government, local authority, Nagar Panchayat, District Panchayat, Electricity Company, local bodies and other authorities and shall attend, answer and be responsible for all actions.
41. It is hereby agreed that the Allottee shall not put or allow to be put any Name Plate, Sign Board and/or any other kind of display of any nature, on the gate or on the boundary wall and/or on the exterior side of the development to be planned and/or in the open space in the Said Scheme, except whatever is provided by Promoter, without the written consent of Promoter.
42. The Allottee hereby agrees with Promoter and undertakes to pay amounts liable to be paid by the Allottee under this Agreement and to observe and perform the covenants and conditions contained in this Agreement and to keep Promoter indemnified against such payment and observance and performance of the covenants and conditions contained herein.

43. The Allottee shall upon construction being completed, keep such construction, sewers, drains, pipes, appurtenances belonging thereto in a good, tenable repair and condition.
44. The Allottee shall not without the written permission of Promoter or Maintenance Entity let, sub-let, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose off the Said Unit nor assign, underlet or part with his/her/its/their interest or the benefit thereof or of this agreement or any part thereof until the Allottee shall have paid to Promoter /Maintenance Entity all the moneys payable to Promoter /Maintenance Entity under this Agreement and shall have obtained prior written approval of Promoter /Maintenance Entity which may be granted (not obligatory) subject to such conditions as may be imposed by Promoter /Maintenance Entity.
45. After conveyance of the Said Unit to the Allottee, the Allottee shall be entitled to let, sub-let, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose off the Said Unit and residential unit thereon, after obtaining prior written permission of Promoter /Maintenance Entity and subject to and in accordance with the terms and conditions laid down by Promoter /Maintenance Entity.
46. The Allottee shall not make any kind of changes in internal and external civil structure of the Unit without obtaining prior written permission from the Promoter or Maintenance Entity. Further, the Allottee is bound to follow various rule and regulation as formed by the Promoter or Maintenance Entity from time to time in this regards.
47. The Allottee shall permit Promoter and/ or Maintenance Entity and/or their surveyors and agents with or without workmen and others at all reasonable times to enter into upon the Said Unit or any part thereof to solve civil or water leakage problem faced by the Units adjoining to Allottee's Unit or Units aside Allottee's Unit. The Promoter or Maintenance Entity is also entitled to do required civil work in Allottee's Unit to solve the civil or water leakage problem of adjoining Units or Units aside Allottee's Unit .
48. The Allottee shall not use the Said Unit or permit the same to be used for any purposes whatsoever other than residence for which it is conferred or for

the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other Units or for any illegal or immoral purposes.

49. The Scheme at present extends to the Said Lands. The Unit Scheme is being put up in a phased manner and shall accordingly extend to the lands of further phases. Additionally, Promoter/Maintenance Entity may extend to, expand or join with the Scheme, other pieces and parcels of lands adjacent, surrounding or nearer to the Said Lands and/or lands of more phases, to be put up by Promoter/Maintenance Entity along with any other entity. In the process, Promoter/Maintenance Entity shall be entitled, at its/their sole discretion, to extend and make available for use, occupation, utilisation and enjoyment to such new scheme and Allottee therein, or any other persons/entities that it/they may decide solely at its/their own discretion, all and every or any common amenities, facilities, services and infra-structures like roads, common open spaces, electricity, water, drainage, sewerage, recreation, etc. of the Scheme of “Amba Township Sector-1D” without payment of any amount by way of consideration, compensation, cost, charges and expenses. Promoter has already made an in-built provision and given benefit for the same to the Allottee in the amount agreed or fixed as payable by him/her/it/them as stated hereinabove.
50. The letters, receipts and/or notices issued by Promoter dispatched Under Certificate of Posting to the address of the Allottee or in case of joint holder the to the First holder, will be sufficient proof of receipt of the same by the Allottee and shall completely and effectively discharge Promoter.
51. The details of Amenities, Facilities, Internal Development Work and External Development Work are annexed as Annexure ‘C’ to this agreement.
52. The Allottee unconditionally agrees to fulfill, abide by all the Booking Terms and Conditions, Agreement for Sale, Sale Deed, Possession Declaration, Undertaking and all other documents signed by him / her / them from time to time.
53. The Scheme shall always be known as “Amba Township Sector-1”, and the Sub-Scheme shall always be known as “Amba Township Sector-1D”, this name shall not be changed in any circumstances.
54. The Scheme shall be under the over-all control and management of the Promoter/Maintenance Entity and the decision of the Promoter/Maintenance

Entity in all matters relating thereto including code of conduct, rules and regulations for use, occupation and enjoyment of the common amenities, facilities and services as well as all the infrastructural facilities in the Scheme including but not limited to Said Common Facilities and Amenities shall be final, conclusive and binding upon the Allottee .

55. All right, title and interest of the Allottee is restricted to and to be read, understood and interpreted in relation to the Said Unit only, and all other constructed-covered-un-covered-open spaces-areas-portions, open margin lands, infrastructures, developments, amenities, facilities and services shall belong to Promoter /Maintenance Entity.
56. The Allottee shall at no time demand partition of his/her/it/their interest from the entire Scheme. It being agreed and declared by the Allottee that his/her/its/their interest in the Scheme shall be impartible.
57. Without prejudice to any of the terms and conditions hereinabove, the Allottee hereby expressly consents to Promoter for any arrangement of raising loan by Promoter against security of the Said Lands and lands of more phases and/or infrastructures, amenities and facilities thereof, except on the Units that may have been conveyed to the Allottee.
58. All expenses of stamp duty, registration charges, legal fees or any other charges relating to the same, shall be borne and paid by the Allottee only. The Allottee is also required to applicable pay stamp duty, registration charges, legal fees etc. in case of addition, deletion or correction in the name of the Allottee or change of Unit or on cancellation or rectification of this Agreement For Sale.
59. This Agreement shall be binding on the Allottee , (in case of individual) his/her/their heirs, legal representatives, executors, successors and assigns; (in case of partnership firm or LLP) its partners as at present and from time to time and the heirs and legal representatives of the last surviving partner; (in case of HUF) its members as at present and from time to time and their respective heirs, executors and successors and its (HUF's) permitted assigns; (in case of Trust) its Trustees as at present and from time to time and the beneficiaries thereof; (in case of Company or Corporation) its successors and assigns and/or any third party having or contemplating to have in future any

charge or interest on the Said Unit and/or on the construction thereupon, in part and/or as a whole.

60. The Allottee have to execute Power of Attorney in favour of Promoter or/and Maintenance Entity for better use of common development and for the legal necessity.
61. The Parties hereto shall have full powers and discretion to modify alter or very the terms and conditions of this Agreement in any manner whatsoever they think fit by mutual agreement which shall be reduced to writing and signed by both the Parties. Further, the parties hereto shall have full powers to add, remove, amend or alter any terms of condition in Final Sale deed.
62. Provisions of this agreement are applicable to the Allottee and subsequent transferee. 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 Allottees/transferee of the said Unit , in case of a transfer, as the said obligations go along with the said for all intents and purposes
63. The Parties hereto also agree about the forms and particular mentioned in this Agreement for Sale.
64. The Allottee hereby agrees to execute such other papers and documents as may be necessary for the purpose of giving effect to these presents.
65. The Promoter is required to execute a written Conveyance Deed or Sale Deed of said Unit with the Allottee on fulfillment of all terms and conditions as mentioned in this agreement by allottee.
66. The following types of act, deed or behaviour whether express or implied will not be allowed in the Scheme
 - a. Misbehaviour either of the Member or any person of his family or the person staying in the said Unit with his express or implied consent/permission. Such misbehaviour may be of any kind but it shall be gauged on the bases of the objects of the Society and general moral standard of the society;
 - b. Possession and / or Consumption of Alcohol;
 - c. Possession and / or Consumption of Non-vegetarian food;
 - d. Adultery or Illicit Sex

- e. Using of abusive or derogatory language;
- f. Indecent behaviour;
- g. Creating disturbance to the neighbour and community in general by using radio, tape recorder, loud speaker or any other like instrument;
- h. Using provocative language either against the followers of the Society or against the Society;
- i. Not maintaining expected general standards of morality;
- j. Any other act, deed or behaviour which shall be considered either indecent or immoral gauged on the bases of the objects of the Society and general moral standard of the society;

67. The Allottee hereby declares that he/she/it/they has/have read, understood and agreed each and every term of this agreement before execution.

-: SCHEDULE “A”:-

(Description of the Said Unit)

Unit No. _____ having sub-plots _____, as per approved plan by GUDA [as per scheme known as _____], admeasuring construction RERD built up area _____sq. mts. out of sub plot area _____ sq. mts. situated on land admeasuring _____ sq. mts carpet area out of total land admeasuring 12977.80 sq. mts. paiki and undivided share in the land of common road, common plot and common amenities admeasuring _____ sq. mts., out of total land of common road, common plot and common amenities for the sub-scheme admeasuring 6404.15 sq. mts. on the total scheme land admeasuring 19382.05 sq.mts. of Block No. 444/255 [Sub Plot No. P] [land of Old Block No.458, 459 and 460/A] of amalgamated Block No.444 [Paiki] total admeasuring 430521 sq. mts. [excluding the land acquired by Railway Authorities admeasuring 4272 sq. mts.] of the Sub-Scheme known as “Amba Township Sector-1D” and right to use common amenities and common facilities in the Scheme known as “Amba Township Sector-1” which is a part of “Amba Township” situate, lying and being at Mouje : Adalaj, Taluka : Gandhinagar in the Registration District and Sub-District of Gandhinagar.

The said Unit is bounded as under:

East:

West:

North:

South:

SCHEDULE ‘B (1)’

FLOOR PLAN OF THE UNIT

SCHEDULE ‘B (2)’

BUILDING PLAN

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

SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED:
Amba Township Private Limited
through its Authorised Representative

Shri Kishor Ambalal Chatrabhuj

SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED ALLOTTEE)

WITNESS :

IN THE PRESENCE OF:

SCHEDULE

<u>SIGNATURE</u>	<u>PHOTOGRAPH</u>	<u>THUMB IMPRESSION</u>
<u>FIRST PARTY :</u>		
Amba Township Private Limited		
through its Authorised Person /		
Director		

Shri Kishor Ambalal Chatrabhuji

<u>SIGNATURE</u>	<u>PHOTOGRAPH</u>	<u>THUMB IMPRESSION</u>
<u>SECOND PARTY :</u>		

1.

2.

ANNEXURE 'A'

LAYOUT PLAN OF THE PROJECT / SCHEME

ANNEXURE 'B'

INSTALLMENT SCHEDULE

ANNEXURE 'C'

AMENITIES, FACILITIES, INTERNAL
&
EXTERNAL DEVELOPMENT WORK

ANNEXURE 'D'

STAGEWISE COMPLETION SCHEDULE

AGREEMENT FOR SALE (BANAKHAT)

Executed by

AMBA TOWNSHIP PVT. LTD.

Sector-1D

Unit No. :