

AGREEMENT FOR SALE

THIS INDENTURE of Agreement for Sale is executed on thisday of
the Month.....of the year 2017

By and Between

THE PARTY OF THE FIRST PART

THE LAND OWNER

THE VENDOR

1.Shri Suryakant Ratilal Vyas

Aadhaar No.....

aged about 66 years, occ. agriculturist, Hindu,

Residing at 18, Krushnakunj Society,

Naroda-Kathwada Road, Naroda,

Ahmedabad-380015

as self and as Power of Attorney Holder of

2.Smt. Nirmalaben Suryakant Vyas

Aadhaar No.....

aged about 51 years, occ. agriculturist, Hindu,

R/o as above No.1

3.Swetaben Suryakant Vyas

Aadhaar No.....

aged about 32 years, occ. agriculturist, Hindu,

R/o as above No.1

4.Sapnaben Suryakant Vyas

Aadhaar No.....

aged about 29 years, occ. Study, Hindu,

R/o as above No.1

5.Maulik Suryakant Vyas

Aadhaar No.....

aged about 29 years, occ. Study, Hindu,

R/o as above No.1

6.Nayan Suryakant Vyas

Aadhaar No.....

aged about 27 years, occ. Study, Hindu,

R/o as above No.1

(Hereinafter referred to as “the party of the first part/the land owner/the vendor/the Promoter”, which expression shall unless it repugnant to the context or meaning thereof be deemed to mean and include them and their legal heirs, successors, executors, administrators, executors, assigns, transferees, attorneys etc.. all.”)

PARTY OF THE SECOND PART

THE DEVELOPER

M/s. SHRI HARI DEVELOPERS

- a Partnership firm

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having its' office at 206, Maruti Titanium, Opp. Torrent Power Substaion, Kathwada GIDC, S.P. Ring Road, Nikol, Ahmedabad-382350.

through its' administrative Partner

Mr. SANDIP NARANBHAI PATEL

Aadhaar No.....

aged about 25 years, occ. Agriculturist/Construction, Hindu,
Residing at 43, Suryakiran Bunglows, B/h.Vrundavan Party Plot,
S.P. Ring Road, Nikol, Ahmedabad-382350.

("Hereinafter referred to as "the party of the second part/the Developer",
which expression shall, unless it be repugnant to the context or meaning
thereof, be deemed to mean and include said M/s. Shri Hari Developers and
its' present and time to time partners, owners, successors in interest,
executors, administrators, assigns, transferees, attorneys etc... all.")

THE PARTY OF THE THIRD PART

THE PURCHASER/s

1.Mr.

Aadhaar No.....

aged aboutyears, occ., Hindu

Residing at

.....

2.Mrs.

Aadhaar No.....

aged aboutyears, occ., Hindu

Residing at – "as above"

(Hereinafter referred to as "the party of the third part/the purchaser/s",
which expression shall unless it repugnant to the context or meaning
thereof be deemed to mean and include his/her/their heirs, executors,
administrators, successors-in-interest and permitted assignees).

The party of the first part/the land owner/the vendor/the Promoter and the party of the second part/the developer and the party of the third part /the purchaser/s in/of this indenture shall hereinafter collectively be referred to as the **“Parties”** and individually as a **“Party”**.

WHEREAS,

A. The party of the first part/the land owner /the vendor engaging party of the second part/the developers as developer and have floated/ constructed **“SHARNAM VILLA”**-a Project consisting of Residential Bungalows on their (of party of the first part/the vendor) 10967 sq.mtrs. N.A. land bearing Final Plot No.72/1 of Draft Town Planning Scheme No.505 (Kathwada) (said 10967 sq.mtrs. N.A.land given in lieu of 18278 sq.mtr. land of Resurvey Promulgation Survey No.540 paiki i.e. old Block No.644/B paiki) situate, lying & being at in GME Zone Near AUDA Garden, Gamtal area of Moje Kathwada, Taluka Daskroi, Revenue District Ahmedabad in the Registration District of Ahmedabad & Sub-District of Ahmedabad-12 (Nikol), which is bounded as under,

Towards the East	:- Auda Garden and F.P.No.71 (Block No.643 & 642)
Towards the West	:- Block No.644/B paiki, Adjoining Draft T.P.Schem No.415 (Kathawada)
Towards the North	:- 18 mtrs. wide T.P.Road
Towards the South	:- Auda Garden

Now onwards said 10967 Sq.mtrs. N.A. land shall also be referred to as “entire land and/or project land” and said **“SHARNAM VILLA”** Project shall also be referred to as “ Said project”.

Whereas we, party of the first part/the vendors of this Indenture of Agreement for sale 1. Suryakant Ratilal Vyas, 2.Nirmalaben Suryakant Vyas, 3. Swetaben Suryakant Vyas, 4. Sapnaben Suryakant Vyas, 4. Maulik Suryakant Vyas and 5. Nayan Suryakant Vyas have been entered into Agreement for Sale (without possession) to sell our said 10967 sq. mtrs. N.A.land of Final Plot No.72/1 of Draft Town Planning Scheme No.505 (Kathwada) in favour of party of the second part/the developer M/s. Shri Hari Developers - a partnership firm, which agreement is registered in the office of the Sub-Registrar of Ahmedabad-12 (Nikol) on 03-3-2017 at Serial No.4040. Thus party of the second part/the developer is having rights to purchase said land.

Whereas we, party of the first part/the vendor 1. Suryakant Ratilal Vyas, 2.Nirmalaben Suryakant Vyas, 3. Swetaben Suryakant Vyas, 4. Sapnaben Suryakant Vyas, 4. Maulik Suryakant Vyas and 5. Nayan Suryakant Vyas and party of the second part/the developers M/s. Shri Hari Developers have decided to get said entire land developed jointly and for that we have framed and finalised the terms & conditions and with such terms & conditions, we, party of the first part/the vendor and party of the second part/the developer have decided to make/sign/execute a Development Agreement and get it registered and fulfill the terms & conditions to be laid down in Development Agreement and pursuant to said understanding we, party of the first part/the vendors of this Indenture of

sale deed have engaged party of the second part/the developer M/s. Shri Hari Developers to develop our said 10967 sq.mtrs. N.A. land by making construction as per approved plan mentioned hereinunder and in the name & style of **"SHARNAM VILLA"** by a Development Agreement, which is registered in the office of the Sub-Registrar of Ahmedabad-12 (Nikol) on 03-3-2017 at Serial No.4042 and for development and we, party of the first part/the land owner/the vendor have handed over the visible possession of said 10967 sq.mtrs. N.A. land to party of the second part/the developer M/s. Shri Hari Developers it". Thus party of the second part/the developer is the authorised developer of said "SHARNAM VILLA" project.

As party of the second part/the developer have informed to party of the first part/the vendor the owner of said entire land i.e. entire land of said project that Party of the third part/the purchaser/s has/have booked Property of Residential Bungalow No..... having plot area admeasuringsq.mtrs. in said project having share of undividedsq.mtrs. land in said entire land aggregatingsq.mtrs. land (Plot area + area of undivided land) (*now onwards saidsq.mtrs land shall also be referred to as "said land"*) **and** construction of said bungalow having carpet area sq.mtrs., Built up area sq.mtrs and Super Built up areasq.mtrs. (Ground Floor + First Floor + Second Floor) and transferring rights to purchase said land (*now onwards said totalsq.mtrs construction of bungalow shall also be referred to as "said Bungalow"*).

As per understanding & negotiations amongst the parties of this agreement, Party of the first part/ the land owner/the vendor have agreed to sell admeasuring sq.mtrs. of said bungalow No.....

and pursuant to said bungalow undivided sq.mtrs. land being share in common land provided in said project aggregatingsq.mtrs. land (Plot area + area of undivided land) AND party of the second part/the developer has agreed to sell/convey/transfer said bungalow No..... having carpet area sq.mtrs., Built up area sq.mtrs and Super Built up areasq.mtrs. (Ground Floor + First Floor + Second Floor) and transferring rights to purchase said land to the party of the third Part/the purchaser/s AND the Party of the third part/the purchaser/s has/have agreed to purchase "said land" from party of the first part/the land owner and "said bungalow" property from the party of the second part/the developer on the following terms and conditions:-

Hence on request of party of the third part/the purchaser/s, by this Indenture of Agreement for Sale, party of the first part/the land owner/the vendor have agreed to sell their land/plot admeasuring sq.mtrs. of said bungalow No..... and pursuant to said bungalow undivided sq.mtrs. land being share in common land provided in said project aggregatingsq.mtrs. land (Plot area + area of undivided land) for the consideration of Rs.....-00 Rupees.....only to party of the third part/the purchaser/s AND party of the second part/the developer has agreed to sell its said bungalow having carpet area sq.mtrs., Built up area sq.mtrs and Super Built up area sq.mtrs. (Ground Floor + First Floor + Second Floor) and transferring rights to purchase said land for the consideration of Rs.....-00 Rupees.....only altogether for the total consideration of Rs.....-00 Rupees.....only to the party of the third part/the purchaser/s.

Whereas said Sureshbhai Ratilal Vyas - No.1 of party of the first part was the original owner & occupier of said land, who got entered names of Nirmalaben Sureshbhai Vyas – his wife, Swetaben Sureshbhai Vyas –his daughter, Sapnaben Sureshbhai Vyas-his daughter, Maulik Sureshbhai Vyas –his son and Nayan Sureshbhai Vyas –his son respectively No.2,3,4,5 and 6 of party of the first part/the land owner/the vendor this Indenture of Agreement for sale entered as the co-partner/co-owner of said land. Entry to this effect is entered in the revenue record of said block No.644/B land on 01-7-2013 by Entry No.7722, which is certified by circle officer Kathwada-the Competent Revenue Authority on 23-8-2013.

Thus the vendors herein Sureshbhai Ratilal Vyas, Nirmalaben Sureshbhai Vyas, Swetaben Sureshbhai Vyas, Sapnaben Sureshbhai Vyas, Maulik Sureshbhai Vyas and Nayan Sureshbhai Vyas became the co owners and occupiers land of said land.

Whereas Government of Gujarat got resurveyed land of Kathwada village and relating to notification No.Jamin/ promulgation/DASKROI/ KATHAVADA/jahernamuPrassidh/2016, dtd.16-2-2016 a public Notice in newspapers was published by Shri Kansagra Umeshchandra Mohanbhai Superintendent of Land Record, Patan inviting objections in written within 30 days from public in large. Daskroi Taluka Mamlatdar varified new amended record prepared after receiving the objections and sent it to said SLR and after verification, Shri Kansagra Umeshchandra Mohanbhai, Superintendent of Land Record, Patan by his order bearing No.dso/ resurvey/aakarbandh/kayamkhardo/KATHVADA /2016, dated 08-9-2016 after promulgation finalised said resurvey. Entry to this effect is entered in

the revenue record of said land on 08-9-2016 by Entry No.8864, which is certified on 08-9-2016 and as per said Resurvey, land of said Block No.644/B admeasuring 40086 sq.mtrs. is given Promulgation Survey No.540 and its area is fixed at 39397 sq.mtrs..

Whereas land of said Block No.644 of Moje Kathwada is not declared as the excess/surplus land under The Urban Land (Ceiling & Regulations) Act, 1976 and said Act is repelled by Government of Gujarat w.e.f. 30-3-1999.

The Collector, Ahmedabad District has granted N.A. Permission for Residential (10400 sq.mtrs.) & Commercial (567 sq.mtrs.) use on said totally 10967 sq.mtr. land by order bearing No.C.B./CTS-1/N.A./S.R.1068/2016, dtd.01-2-2017. Entry to this effect is entered in the revenue record of said land on 06-2-2017 by Entry No.9239, which is certified by circle officer Kathwada-the Competent Revenue Authority on 14-3-2016.

As a Draft Town Planning Scheme No.505(Kathwada) came into existence in sim of Kathwada village and Gamtal, land of said Block No.644 /B paiki admeasuring 18278 sq.mtrs. is given Final Plot No.72/1 under said Draft T.P. scheme and its' area is fixed at 10967 sq.mtrs..

Thus we, party of the first part/the vendors of this Agreement for Sale 1.Suryakant Ratilal Vyas, 2.Nirmalaben Suryakant Vyas, 3. Swetaben Suryakant Vyas, 4. Sapnaben Suryakant Vyas, 5. Maulik Suryakant Vyas and 6. Nayan Suryakant Vyas became the co-owners of said Non-Agricultural Land for residential purpose bearing Final Plot No.72/1 of Draft Town Planning Scheme No.505 (kathwada) containing by admeasurements 10967 sq. mtrs. (land given in lieu of 18278 sq.mtrs. land of Revenue Block No.644/B) situate, lying & being at Moje Kathwada.

- B. Thereafter engaging architect, engineer and other professionals, party of the first part/the land owner /the vendor/ the promoter and the party of the second part said M/s. Shri Hari Developers - the Developer decided to get prepared the plan for the construction of 56 Bungalows of 10967 sq.mtrs. N.A. land of F.P. No.72/1 of Draft Town Planning Scheme No.505 (Kathwada) and party of the Second party/the developers has started to make/to build the construction as per below mentioned (column-D & E hereunder) final layout plan and revised plan of/for the construction(Rajachithhi) approved by Ahmedabad Urban Development Authority (AUDA) and permission for construction (Rajachiththi) given by Ahmedabad Urban Development Authority (AUDA).
- C. The party of the first part/the land owner/the vendor/the promoter and the party of the second part/the developer are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of party of the first part/the land owner/the vendor/the Promoter regarding the Said Land on which said Project is floated /constructed.
- D. Senior Town Planner, Ahmedabad Urban Development Authority, Ahmedabad (AUDA) has/have granted permission for the construction of the Residential Bungalows on said 10967 sq.mtrs. N.A. land by Commencement Letter (Rajachitthi) No.PRM/23/2/ 2017/ 326 on 28/6/2017.
- E. The party of the first part/the land owner/the vendor/the promoter has obtained the final layout plan approvals for the Project from

Ahmedabad Urban Development Authority, Ahmedabad (AUDA). The party of the first part/the land owner/the vendor/the promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

- F. Said project is registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Ahmedabad on-.....-2017 under Registration No.....;
- G. The party of the third part/the purchaser/s had applied for an Bungalow in "SHARNAM VILLA." of said the Project vide application No.....dated and has/have been allotted Bungalow in saidbearing Bungalow No. having plot areasq.mtrs and construction of Bungalow admeasuring carpet area sq.mtrs., built up areasq.mtrs. and super built up area..... sq.mtrs.. purchaser/s, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (*hereinafter referred to as the "Said Bungalow" more particularly described in Schedule A and the plan of the Bungalow is annexed hereto and marked as Schedule B*);
- H. The Parties have gone through all the terms and conditions set out in this indenture of Agreement and understood the mutual rights and obligations detailed herein;
- i.
- ii.

iii.

iv.

v.

- I. [Please enter any additional disclosures/details].
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the party of the first part/the land owner/the vendor/the Promoter and party of the second part/the developer hereby agrees to sell and the party of the third part/the purchaser/s hereby agrees to purchase the Bungalow.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

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- 1.1 Subject to the terms and conditions as detailed in this indenture of Agreement for sale, the party of the first part/the land owner/ the vendor and the party of the second part/the developer agrees to sell to the party of the third part/the purchaser and the party of the third part/the purchaser/s hereby agrees to purchase, the Bungalow as specified in Para G;
- 1.2 The Total Price for the [Bungalow] based on the carpet area is Rs./- (Rupees Only)

Break up of the amounts

Rs...../- land cost (per square mtrs.)

Rs...../- construction cost (per square feet/mtrs.)

Rs...../- taxes

Rs...../- stamp duty, Registration fee,.....

Explanation:

- (i) The Total Price above includes the booking amount paid by the party of the third part/the purchaser/s to the party of the first part /the land owner/the vendor Rs.....-00 Rupeesonly towards the land and the party of the second part /the developer to the M/s. Shri Hari Developers Rs.....-00 Rupeesonly towards the bungalow;
- (ii) The Total Price above includes Taxes GST up to the date of handing over the possession of the Bungalow;

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Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the party of the third part /the purchaser/s to the party of the first part/ the land owner/the vendor and party of the second part/the developer shall be increased /reduced based on such change/modification;

(iii) The party of the first part/the land owner/the vendor and the party of the second part/the developer shall periodically intimate to the party of the third part/the purchaser/s, the amount payable as stated in (i) above and the party of the third part/the purchaser/s shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the party of the first part /the land owner/the vendor and the party of the third part/the developer shall provide to the party of the third part/the purchaser/s the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/ levies etc. have been imposed or become effective;

(iv) The Total Price of said land and said Bungalow includes: pro rata share in the Common Areas as provided in the Agreement.

1.3 The Total Price is escalation-free, save and except increases which the party of the third part/the purchaser/s hereby agrees to pay, 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 from time to time. The party of the first part/the land owner/the vendor and the party of the second part/ the developer undertake and agree that while

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raising a demand on the party of the third part/the purchaser/s for increase in development charges, cost/charges imposed by the competent authorities, The party of the first part /the land owner/the vendor and the party of the second part/ the developer shall enclose the said notification/order /rule/ regulation to that effect along with the demand letter being issued to the party of the third part/the purchaser/s, which shall only be applicable on subsequent payments.

- 1.4 The party of the third part/ the purchaser(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").
- 1.5 The party of the first part/the land owner/the vendor and the party of the second part /the developer may allow, in their sole discretion, a rebate for early payments of installments payable by the party of the third part/the purchaser/s by discounting such early payments @ % per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an purchaser by the party of the first part /the land owner/the vendor.
- 1.6 It is agreed that the party of the first part/the land owner/the vendor and the party of the second part /the developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the Bungalows or project, as the case may be, without the previous written consent of the party of the third

part/ the purchaser/s. Provided that the party of the first part/the land owner/the vendor and the party of the second part /the developer may make such minor additions or alterations as may be required by the party of the third part/the purchaser/s, or such minor changes or alterations as per the provisions of the Act.

- 1.7 The party of the first part/the land owner/the vendor shall confirm the final land area and the party of the second part/ the developer shall confirm the final carpet area of said bungalow that has been allotted to the party of the third part /the purchaser/s after the construction of the project is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the party of the first part/the land owner/the vendor and the party of the second part /the developer. If there is any reduction in the carpet area within the defined limit then promoter/developer shall refund the excess money paid by Purchaser/s within 45(forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the party of the third part/the purchaser/s. If there is any increase in the carpet area allotted to purchaser/s, the party of the first part/the land owner/the vendor and the party of the second part/ the developer shall demand that from the party of the third part/ the purchaser/s as per the next milestone of the payment plan. All these monetary adjustments shall

be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

- 1.8 Subject to Clause 9.3 the party of the first part/the land owner/the vendor and the party of the second part/the developer agree and acknowledges, the party of the third part /the purchaser/s shall have the right to the said land and said Bungalow as mentioned below:
- (i) The party of the third part/the purchaser/s shall have exclusive ownership of said bungalow and the plot on which it is constructed and co-ownership of/in common land area of said project.

Whereas in said project, the party of the second part/ the developer has provided/made the facilities like Main Gate, Street light, R.C.C. Road, Children play area, Club House, Health club, library, seating area for Senior Citizen, indoor game, Car Parking, Garden area and water press system and Security Room, CCTV cameras etc.. in said Project and the party of the third part/the purchaser would have permanent rights to use said amenities & facilities.

(iii) That the computation of the price of the Bungalow includes recovery of price of land, construction of bungalow, the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

- 1.9 It is made clear by the party of the first part/the land owner/the vendor and the party of the second part /the developer and the party

of the third part/ the purchaser/s agrees that the Bungalow shall be treated as a single indivisible unit for residence purposes only. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the party of the third part/ the purchaser/s. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the party of the third part/ the purchaser/s of the Project.

- 1.10 It is understood by the party of the third part/ the purchaser/s that all other areas and i.e. areas and facilities falling outside the Project, namely "**SHARNAM VILLA**" shall not form a part of the declaration to be filed with Ahmedabad Urban Development Authority to be filed in accordance with the Acts of Gujarat State.
- 1.11 The party of the first part /the land owner /the vendor and the party of the second part/ the developer agree to pay all outgoings before transferring the physical possession of said plot and said Bungalow to the party of the third part/ the purchaser/s, which it has collected from the party of the third part/the purchaser/s, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the

project). If the party of the first part /the land owner/the vendor and the party of the second part /the developer fail to pay all or any of the outgoings collected by them from the party of the third part /the purchaser/s or any liability, mortgage loan and interest thereon before transferring said land and said Bungalow to the party of the third part/ the purchaser/s, the party of the first part/ the land owner/the vendor and the party of the second part/ the developer agree to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person.

- 1.12 The party of the third part/ the purchaser/s has/have paid a sum of Rs.....-00 (Rupees Only) as booking amount being part payment towards the Total Price of said land and said Bungalow at the time of application the receipt of which the party of the first part/the land owner/the vendor and the party of the second part/ the developer hereby acknowledge and the party of the third part/ the purchaser/s hereby agrees to pay the remaining price of the Bungalow and land as prescribed in the Payment Plan as may be demanded by the party of the first part/the land owner/the vendor and the party of the second par/ the developer within the time and in the manner specified therein:

Provided that if the party of the third part/ the purchaser/s delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the party of the first part/the land owner/the vendor and the party of the second part /the developer abiding by the construction milestones, the party of the third part /the purchaser/s shall make all payments, on demand by the party of the first part /the land owner/the vendor and the party of the second part /the Developer, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/RTGS/NEFT or online payment (as applicable) in favour of “the party of the first part/the land owner/the vendor and the party of the second part /the Developer” payable at Ahmedabad.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 3.1 The party of the third part/the purchaser/s, 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) modification (s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/transfer of immovable properties in India etc. and provide the party of the first part /the land owner/the vendor and the party of the second part /the Developer with such permission,

approvals which would enable the party of the first part /the land owner/the vendor and the party of the second part/ the Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The party of the third part /the purchaser/s 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 as applicable, as amended from time to time.

- 3.2 The party of the first part/the land owner/the vendor and the party of the second part/ the developer accept no responsibility in this regard. The party of the third part /the purchaser/s shall keep the party of the first part/ the land owner/the vendor and the party of the second part /the developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the party of the third part/ the purchaser/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the party of the third part /the purchaser/s to intimate the same in writing to the party of the first part/the land owner/the vendor and the party of the second part /the developer immediately and comply with necessary formalities if any under the applicable laws. the party of the first part

/the land owner/the vendor and the party of the second part /the developer shall not be responsible towards any third party making payment/remittances on behalf of any purchaser/s and such third forth shall not have any right in the application/allotment of the said Bungalow applied for herein in any way and the party of the first part/the land owner/the vendor and the party of the second part/ the Developer shall be issuing the payment receipts in favour of the party of the third part /the purchaser/s only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The party of the third part /the purchaser/s authorizes the party of the first part/the land owner/the vendor to adjust/ appropriate all payments made by him/her/it/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the party of the first part /the land owner/the vendor and the party of the second part /the developer may in its sole discretion deem fit and the party of the third part /the purchaser/s undertakes not to object/ demand/ direct the party of the first part/the land owner/the vendor and the party of the second part /the developer to adjust his payments in any manner.

5. TIME IS ESSENCE

1.13 Time is of essence for the party of the first part/the land owner/the vendor and the party of the second part /the developer as well as the party of the third part/ the purchaser/s. the party of the first part/the land owner/the vendor and the party of the second part/ the developer shall abide by the time schedule for completing the

project and handing over the Bungalow to the party of the third part/ the purchaser/s and the common areas to the association of the party of the third part/ the purchaser/s after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the party of the third part /the purchaser/s shall make timely payments of the installment and other dues payable by him/her/it/they and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the party of the first part /the land owner/the vendor and the party of the second part/ the developer as provided in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/ BONGALOW

The party of the third part/the purchaser/s has/have seen the specifications of the Bungalow and accepted the Payment Plan, floor plans, layout plans [annexed alongwith this Agreement], which has been approved by the competent authority, as represented by the party of the first part /the land owner/the vendor and the party of the second part/the Developer. The party of the first part/the land owner/the vendor/ the promoter and the party of the second part/ the Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the party of the first part /he land owner/the vendor and the party of the second part /the developer undertake to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the State of Gujarat and

shall not have an option to make any variation/alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the party of the first part/the land owner/the vendor and the party of the second part/ the developer shall constitute a material breach of the Agreement.

7. POSSESSION OF THE BUNGALOW/PLOT

7.1 Schedule for possession of the said plot and said Bungalow: the party of the first part/the land owner /the vendor and the party of the second part/ the developer agree and understand that timely delivery of possession of the Bungalow is the essence of the Agreement. the party of the first part /the land owner/the vendor the promoter and the party of the second part /the developer, based on the approved plans and specifications, assures to hand over possession of the Bungalow/Plot on date.....or before, unless there is delay or failure due to non or less availability of material and for construction/strike/courts order/ political reasons and war, flood, drought, fire, cyclone, tsunami, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the party of the third part/ the purchaser/s agrees that the party of the first part/the land owner/the vendor and the party of the second part/ the developer shall be entitled to the extension of time for delivery of possession of the Bungalow, provided that such Force Majeure conditions are not of a nature which make it impossible for

the contract to be implemented. The party of the third part/ the purchaser/s agrees and confirms that, in the event it becomes impossible for the party of the first part/the land owner/the vendor to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the party of the first part/the land owner/the vendor/ the promoter and the party of the second part/ the Developer shall refund to the party of the third part/ the purchaser/s the entire amount received by the party of the first part /the land owner/the vendor and the party of the second part/ the developer from the allotment within 45 days from that date. After refund of the money paid by the party of the third part/ the purchaser/s, purchaser/s agree that he/she/they will not have any rights, claims etc. against the party of the first part/the land owner/the vendor and the party of the second part /the developer and that the party of the first part/the land owner/the vendor and the party of the second part /the developer shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession** - the party of the first part /the land owner/the vendor and the party of the second part /the developer, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the Bungalow, to the party of the third part/ the purchaser/s in terms of this Agreement to be taken within 3(three) months from the date of issue of such notice and the party of the first part/the land

owner/the vendor and the party of the second part /the developer shall give possession of the Bungalow to the party of the third part/the purchaser/s. the party of the first part/the land owner/the vendor and the party of the second part /the developer agree and undertake to indemnify the party of the third part/the purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the party of the first part /the land owner/the vendor and the party of the second part /the developer. The party of the third part/the purchaser /s agree(s) to pay the maintenance charges as determined by the party of the first part/the land owner/the vendor and the party of the second part/the developer /association of purchaser/s, as the case may be. the party of the first part/the land owner/the vendor and the party of the second part/ the developer on their behalf shall offer the possession to the party of the third part /the purchaser/s in writing within 45 days of receiving the occupancy certificate* of the Project. (and before possession)

- 7.3 Failure of purchaser/s to take Possession of bungalow: Upon receiving a written intimation from the party of the first part /the land owner/the vendor and the party of the second part /the developer as per clause 7.2, the party of the third part /the purchaser/s shall take possession of the Bungalow from the party of the first part /the land owner/the vendor and the party of the second part /the developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this

Agreement, and the party of the first part /the land owner/the vendor and the party of the second part /the developer shall give possession of the bungalow to the party of the third part /the purchaser/s. In case the party of the third part/ the purchaser/s fails to take possession within the time provided in clause 7.2, such purchaser/s shall continue to be liable to pay maintenance charges as applicable.

- 7.4 Possession by the party of the third part/ the purchaser/s - After obtaining the occupancy certificate* and handing over physical possession of the bungalow to the party of the third part/the purchaser/s, it shall be the responsibility of the party of the first part/ the land owner/the vendor and the party of the second part/ the developer to hand over the necessary documents and plans, including common areas, to the association of the party of the third part/ the purchaser/s or the competent authority, as the case may be, as per the local laws.
- 7.5 Cancellation by purchaser/s – The party of the third part/the purchaser/s shall have the right to cancel/withdraw his/her/ its/their allotment in the Project as provided in the Act: Provided that where the party of the third part/ the purchaser/s proposes to cancel/withdraw from the project without any fault of the party of the first part /the land owner/the vendor and the party of the second part/ the developer, the party of the first part /the land owner/the vendor and the party of the second part /the developer herein is entitled to forfeit the booking amount paid for the allotment. The

balance amount of money paid by the party of the third part/ the purchaser/s shall be returned by the party of the first part /the land owner/the vendor and the party of the second part /the developer to the party of the third part /the purchaser/s within 45 days of such cancellation.

- 7.6 Compensation – the party of the first part /the land owner/the vendor and the party of the second part /the developer shall compensate the party of the third part/ the purchaser/s in case of any loss caused to him/her/it/ them due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the party of the first part /the land owner/the vendor and the party of the second part /the developer fails to complete or is unable to give possession of the Bungalow (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the party of the first part /the land owner/the vendor and the party of the second part /the developer shall be liable, on demand to the party of the third part/ the purchaser/s, in case the party of the third part/ the purchaser/s wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by

him in respect of the bungalow, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the party of the third part/the purchaser/s does not/do not intend to withdraw from the Project, the party of the first part/the land owner/the vendor and the party of the second part /the developer shall pay the party of the third part /the purchaser/s interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Bungalow.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER & THE DEVELOPER

The party of the first part /the land owner/the vendor and the party of the second part /the developer hereby represent and warrant to the party of the third part/ the purchaser/s as follows:

- (i) The party of the first part/the land owner/the vendor and the party of the second part /the developer the owner has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The party of the first part /the land owner/the vendor and the party of the second part/ the developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;

- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Bungalow;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Bungalow are valid and subsisting and have been obtained by following due process of law. Further, the party of the first part/the land owner/the vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Project and Bungalow and common areas;
- (vi) The party of the first part/the land owner/the vendor and the party of the second part/the developer 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 party of the third part/ the purchaser/s created herein, may prejudicially be affected;
- (vii) The party of the first part/the land owner/the vendor and the party of the second part /the developer is a developer/ builder of said project and 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 said Land, including the Project and the said Bungalow which will, in any manner, affect the rights of purchaser/s under this Agreement.
- (viii) The party of the first part/the land owner/the vendor confirms that the party of the first part/the landowner/the vendor and the party of the second part/ the developer is not restricted in any manner

whatsoever from selling the said bungalow to the party of the third part /the purchaser/s in the manner contemplated in this Agreement;

- (ix) At the time of execution of the conveyance deed the party of the first part /the land owner/the vendor and the party of the second part/ the developer shall handover lawful, vacant, peaceful, physical possession of the Bungalow to the party of the third /the purchaser(*that in case there are Joint purchasers the possession shall be given to the party of the third part/the purchaser whose name appears first*) and the common areas to the Association of the party of the third part/ the purchaser/s; (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The party of the first part/the land owner/the vendor and the party of the second part/the developer has duly paid and shall continue to pay and discharge all 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;
- (xii) 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 by or served upon the party of the

first part/the land owner/the vendor and party of the second part/the developer in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the Force Majeure clause, the party of the first part/the land owner/the vendor and the party of the second part/the developer shall be considered under a condition of Default, in the following events:

- (i) The party of the first part /the land owner/the vendor and the party of the second part /the developer fail to provide ready to move in possession of the Bungalow to the party of the third part/ the purchaser/s within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Bungalow shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the delay business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

9.2 In case of Default by the Vendor/the Developer under the conditions listed above, the purchaser/s is entitled to the following:

- (i) Stop making further payments to the party of first part/the land owner/the vendor and the party of the second part /the developer as demanded by the party of the first part /the land owner/the vendor and the party of the second part /the developer. If the party of the third part /the purchaser/s stops making payments, the party of the

first part /the land owner/the vendor and the party of the second part/the developer shall correct the situation by completing the construction milestones and only thereafter the party of the third part/ the purchaser/s be required to make the next payment without any penal interest; or

- (ii) The party of the third part /the purchaser/s shall have the option of terminating this Agreement for Sale in which case the party of the first part/the land owner/the vendor and the party of the second part/the developer shall be liable to refund the entire money paid by the party of the third part/ the purchaser/s under any head whatsoever towards the purchase of the Bungalow, along with interest at the rate specified in the Rules within (45)forty-five days of receiving the termination notice:

Provided that where an purchaser/s does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the party of the first part/the land owner/the vendor and the party of the second part/ the developer, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Bungalow.

9.3 The party of the third part/the purchaser/s shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the party of the third part /the purchaser/s fails to make payments for two consecutive demands made by the party of the first part /the land owner/the vendor and the party of the second part

/the developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the party of the third part/ the purchaser/s shall be liable to pay interest to the party of the first part/the land owner/the vendor and the party of the second part /the developer on the unpaid amount at the rate specified in the Rules.

- (ii) In case of Default by purchaser/s under the condition listed above continues for a period beyond two consecutive months after notice from the party of the first part /the land owner/the vendor and the party of the second part /the developer in this regard, the party of the first part /the land owner/the vendor and the party of the second part /the developer shall cancel the allotment of the Bungalow in favour of the party of the third part/ the purchaser/s and refund the amount money paid to him by the party of the third part/ the purchaser/s by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID BUNGALOW

The party of the first part/the land owner/the vendor and the party of the second part/the developer, on receipt of complete amount of the Price of the Bungalow under the Agreement from the party of the third part/ the purchaser/s, shall execute a conveyance deed and convey the title of the Bungalows together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*. However, in case the party of the third part /the purchaser/s fails to deposit the stamp duty, registration charges and all other incidental

and legal expenses etc. so demanded within the period mentioned in the demand letter, the party of the third part/ the purchaser/s authorizes the party of the first part/the land owner/the vendor and the party of the second part/the developer to withhold registration of the conveyance deed in his/her/their favour till full and final settlement of all dues and stamp duty and registration charges to the party of the first part/the land owner/the vendor and the party of the second part/ the developer is made by the party of the third part /the purchaser/s.

The party of the third part/ the purchaser/s shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUNGALOW/PROJECT

The party of the first part/the land owner/the vendor and the party of the second part/the developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the party of the third part/ the purchaser/s. The cost of such maintenance has been included in the Total Price of the Bungalows.

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the party of the first part/the land owner/the vendor and the party of the second part/the developer as per the agreement for sale relating to such

development is brought to the notice of the party of the first part/the land owner/the vendor and the party of the second part /the developer within a period of 5 (five) years by the party of the third part/ the purchaser/s from the date of handing over possession, it shall be the duty of the party of the first part/the land owner/the vendor and the party of the second part/ the developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of the party of the first part /the landf owner/the vendor and the party of the second part/the developer's failure to rectify such defects within such time, the aggrieved party of the third part/ the purchaser/s shall be entitled to receive appropriate compensation in the manner as provided under the Act.

**13. RIGHT OF PURCHASER TO USE COMMON AREAS AND FACILITIES
SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

The party of the third part/ the purchaser/s hereby agrees to purchase the Bungalow on the specific understanding that his/her/ its'/their right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association/society of the party of the third part/the purchaser/s (or the maintenance agency appointed by it) and performance by the part of the third part/the purchaser/s of all his/her/its'/their obligations in respect of the terms and conditions specified by the maintenance agency or the association/society of the party of third part/ the purchaser/s from time to time.

14. RIGHT TO ENTER THE BUNGALOW FOR REPAIRS

The party of the first part /the land owner/the vendor and the party of the second part /the developer/maintenance agency/ association/ society of the party of the third part/the purchaser/s shall have rights of unrestricted access of all Common Areas and parking spaces for providing necessary maintenance services and the party of the third part/the purchaser/s agrees to permit the association/society of purchaser/s and/or maintenance agency to enter into the Bungalow or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Common and Service Areas: The Common and service areas, if any, as located within the **"SHARNAM VILLA"**, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The party of the third part/ the purchaser/s shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association/society of purchaser/s formed by the party of the third part/ the purchaser/s for rendering maintenance services. AND Use of Common and Service Areas: The Common and service areas, if any, as located within the **"SHARNAM VILLA"**, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump

rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The party of the third part/ the purchaser/s shall not be permitted to use the services areas and the Common in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association/society of purchaser/s formed by the party of the third part /the purchaser/s for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE BUNGALOW:

Subject to Clause 12 above, the party of the third part /the Purchaser/s shall, after taking possession, be solely responsible to maintain the Bungalow at his/her/its'/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Project, or the Bungalow, or the staircases, common passages, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the bungalow and keep the Bungalow, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Project is not in any way damaged or jeopardized. The party of the third part/the purchaser/s further undertakes, assures and guarantees that he/she/it/they would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the project or anywhere on the exterior of the Project, therein or Common Areas. The party of the third part /the purchaser/s shall also not change the colour scheme of the outer walls or

painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the party of the third part /the purchaser/s shall not store any hazardous or combustible goods in the bungalow or place any heavy material in the common passages or staircase of the Bungalow. The party of the third part /the purchaser/s shall also not remove any wall, including the outer and load bearing wall of the bungalow. The party of the third part /the purchaser/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the party of the first part/the land owner/the vendor and the party of the second part/ the developer and/or maintenance agency appointed by association/society of purchaser/s. The party of the third part /the purchaser/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PURCHASER

The party of the third part/the Purchaser/s is entering into this Agreement for the allotment of a Bungalow with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the party of the third part /the Purchaser/s hereby undertakes that he/she/it/they shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Bungalow, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the bungalow at his/her/its/their own cost.

18. ADDITIONAL CONSTRUCTIONS

The party of the first part/the land owner/the vendor and the party of the second part /the developer undertake that he has no right to make additions or to put up additional structure(s) anywhere in the Project after the Bungalows plan has been approved by the competent authority(ies) except for as provided in the Act.

19. VENDOR/DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the party of the first part/the land owner/the vendor and the party of the second part/the developer execute this Agreement for Sale, they will not mortgage or create a charge on said land and said Bungalow 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 party of the third part the party of the third part/ the purchaser/s who has/have taken or agreed to take such Bungalow.

20. BUNGALOW OWNERSHIP ACT (OF THE RELEVANT STATE)

Not Applicable.

21. BINDING EFFECT

Forwarding this Agreement for sale to the party of the third part /the purchaser/s by the party of the first part /the land owner/the vendor and the party of the second part/ the developer does not create a binding obligation on the part of the party of the first part /the land owner/the vendor the owner and the party of the second part/ the developer or the

party of the third part /the purchaser/s until, firstly, the party of the third part /the purchaser/s signs and delivers this Agreement for Sale with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the party of the third part/ the purchaser/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the party of the first part/the land owner/the vendor and the party of the second part/ the developer. If the party of the third part/ the purchaser/s fails to execute and deliver to the party of the first part /the land owner/the vendor and the party of the second part/ the developer this Agreement for Sale within 30 (thirty) days from the date of its receipt by the party of the third part /the purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the party of the first part/the land owner/the vendor and the party of the second part/ the developer, then the party of the first part /the land owner/the vendor and the party of the second part /the developer shall serve a notice to the part of the third part /the purchaser/s for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the party of the third part/ the purchaser/s, application of the party of the third part / the purchaser/s shall be treated as cancelled and all sums deposited by the party of the third part / the purchaser/s in connection therewith including the booking amount shall be returned to the party of the third part the Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

This Agreement for Sale, along with its schedules, 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 land and said Bungalow, as the case may be.

23. RIGHT TO AMEND

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER/s SUBSEQUENT ALLOTTEES

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

25. WAIVER NOT A LIMITATION TO ENFORCE

25.1 The party of the first part /the land owner/the vendor and the party of the second part /the developer may, at their sole option and discretion, without prejudice to their rights as set out in this Agreement for Sale, waive the breach by the party of the third part / the purchaser/s in not making payments as per the Payment Plan

including waiving the payment of interest for delayed payment. It is made clear and so agreed by the party of the third part/ the purchaser/s that exercise of discretion by the party of the first part /the land owner/the vendor and the party of the second part/ the developer in the case of one purchaser/s shall not be construed to be a precedent and/or binding on the party of the first part/the land owner/the vendor and the party of the second part /the developer to exercise such discretion in the case of other purchaser/s.

25.2 Failure on the part of the party of the first part /the land owner/the vendor and the party of the second part the/developer to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the party of the third part/ the purchaser/s has/ have to make any payment, in common with other purchaser/s in Project, the same shall be the proportion which the carpet area of the said land and said Bungalow bears to the total carpet area of all the said land and said Bungalow in the Project.

28. FURTHER ASSURANCES

all 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 for Sale 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.

29. PLACE OF EXECUTION

The execution of this Agreement for Sale shall be complete only upon its execution by the party of the first part/the land owner/the vendor and the party of the second part/ the developer through his/her or through his authorized signatory at the Vendor's/the Developer's Office, or at some other place, which may be mutually agreed between the party of the first part /the land owner/the vendor and the party of the second part/ the developer and the party of the third part/ the purchaser/s. After the Agreement is duly executed by the party of the third part / the purchaser/s

and the party of the first part/the land owner/the vendor and the party of the second part /the developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar of Ahmedabad-12 (Nikol). Hence this Agreement shall be deemed to have been executed at Ahmedabad.

30. NOTICES

That all notices to be served on the party of the third part / the purchaser/s and the party of the first part/the land owner/the vendor and the party of the second part/ the developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the party of the third part / the purchaser/s or the party of the first part /the land owner/the vendor and the party of the second part /the developer by Registered Post at their respective addresses specified below:

THE PARTY OF THE FIRST PART

THE LAND OWNER

THE VENDOR

1.Shri Suryakant Ratilal Vyas

Aadhaar No.....

aged about 66 years, occ. agriculturist, Hindu,

Residing at 18, Krushnakunj Society,

Naroda-Kathwada Road, Naroda,

Ahmedabad-380015

as self and as Power of Attorney Holder of

2.Smt. Nirmalaben Suryakant Vyas

Aadhaar No.....

aged about 51 years, occ. agriculturist, Hindu,

R/o as above No.1

3.Swetaben Suryakant Vyas

Aadhaar No.....

aged about 32 years, occ. agriculturist, Hindu,

R/o as above No.1

4.Sapnaben Suryakant Vyas

Aadhaar No.....

aged about 29 years, occ. Study, Hindu,

R/o as above No.1

5.Maulik Suryakant Vyas

Aadhaar No.....

aged about 29 years, occ. Study, Hindu,

R/o as above No.1

6.Nayan Suryakant Vyas

Aadhaar No.....

aged about 27 years, occ. Study, Hindu,

R/o as above No.1

Notified Email ID:

PARTY OF THE SECOND PART

THE DEVELOPER

M/s. SHRI HARI DEVELOPERS

- a Partnership firm

PAN .ADAFS 2080 D

having its' office at 206, Maruti Titanium, Opp. Torrent Power Substaion,
Kathwada GIDC, S.P. Ring Road, Nikol, Ahmedabad-382350.

through its' administrative Partner

Mr. SANDIP NARANBHAI PATEL

Aadhaar No.....

aged about 25 years, occ. Agriculturist/Construction, Hindu,

Residing at 43, Suryakiran Bungalows, B/h.Vrundavan Party Plot,

S.P. Ring Road, Nikol, Ahmedabad-382350.

Notified Email ID:

THE PARTY OF THE THIRD PART

THE PURCHASER/s

1.Mr.....

PAN.....

Aged about.....years, Occ....., Religion Hindu

Residing at.....

.....

Notified Email ID:

2.Mrs.....

PAN.....

Aged about.....years, Occ....., Religion Hindu

Residing at As above

Notified Email ID:

It shall be the duty of the party of the third part /the purchaser/sand
the party of the first part/the land owner/the vendor and the party of the

second part/ the developer 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 party of the first part/the land owner/the vendor and the party of the second part/ the developer or the party of the third part /the purchaser/s, as the case may be.

31. JOINT PURCHASER/S

That in case there are Joint Purchasers all communications shall be sent by the party of the first part /the land owner/the vendor and the party of the second part /the developer to the party of the third part /the purchaser/s whose name appears first and at the address given by him/her/it/them which shall for all intents and purposes to consider as properly served on all the party of the third part /the purchaser/s.

32. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement for Sale shall be construed and enforced in accordance with the laws of India for the time being in force.

33. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement for Sale, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual

discussion, failing which the same shall be settled at Ahmedabad through the adjudicating officer appointed under the Act.

We, 1.Nirmalaben Suryakant Vyas, 2. Swetaben Suryakant Vyas, 3. Sapnaben Suryakant Vyas, 4. Maulik Suryakant Vyas and 5. Nayan Suryakant Vyas respectively No.2,3,4 and 5 of party of the first part/the vendor of this Indenture of Agreement for Sale have appointed- Suryakant Ratilal Vyas - No.1 party of the first part/the vendor (husband No.1 and father of No.2 to 5)as our true and lawful attorney by Deed of General Power of Attorney, which is registered in the office of the Sub-Registrar of Ahmedabad-12 (Nikol) on 03-3-2017 at Serial No.4044 and have delegated him powers in respect to perform all functions/ activities/works/ duties including to sell/convey/transfer our said 10967 sq.mtrs. N.A. land and said General Power of Attorney is still in force without making any change and/or alternation and on strength of said General Power of Attorney said Suryakant Ratilal Vyas has executed this Indenture of Agreement for sale.

By this Indenture of Agreement for sale, party of the first part/the land owner/the vendor have agreed to sell land/plot admeasuring sq.mtrs. of said Bungalow No..... and pursuant to said bungalow undivided sq.mtrs. land being share in common land provided in said project aggregatingsq.mtrs. land (Plot area + area of undivided land, which is referred to as “said land” in this Indenture of agreement for sale to the party of the third part/the purchaser/s for total consideration of Rs.....-00 and party of the second part/the developer has agreed to sell to said bungalow having carpet area sq.mtrs., Built up area sq.mtrs and Super Built up areasq.mtrs. (totalsq.mtrs.) (Ground Floor

-: 50 :-

+ First Floor + Second Floor) and transferring rights to purchase said land, which is referred to as “said Bungalow” in this Indenture of sale deed to the party of the third part/the purchaser/s for total consideration of Rs.....-00.

“SHECDULE-A”

SCHEDULE ABOVE REFERRED TO

ALL THAT PIECE OR PARCEL of the Property of residential **Bungalow No.....** having plot area admeasuringsq.mtrs. and construction of a bungalow thereon having carpet area sq.mtrs., Built up area sq.mtrs and Super Builtup area.....sq.mtrs. (Ground Floor + First Floor + Second Floor) in/of “**SHARNAM VILLA**” - a Project consisting of Residential Bungalows floated/constructed on 10967 sq.mtrs. N.A. land bearing **Final Plot No.72/1 of Draft Town Planning Scheme No.505 (Kathwada)** (said 10967 sq.mtrs. N.A. land given in lieu of 18278 sq.mtr. land of Resurvey Promulgation Survey No.540 paiki i.e. old Block No.644/B paiki) situate, lying & being at in GME Zone Near AUDA Garden, Gamtal area of Moje **Kathwada**, Taluka **Daskroi**, Revenue District Ahmedabad in the Registration District of **Ahmedabad** & Sub-District of **Ahmedabad-12 (Nikol)** alongwith undivided sq.mtr. land out of said 10967 sq.mtr. land, which is bounded hereunder.

Said Bungalow No..... in/of “SHARNAM VILLA “is bounded as under

Towards the East :-

Towards the West :-

Towards the North :-

Towards the South :-

“SCHEDULE -B”

(Specification and amenities for the Bungalows)

SHARNAM VILLA Bungalow Specifications

Structure		Lord Bering frem Structure
Wall Finishing	External	Acrylic Emulsion
paint	internal	Putty Finish
	Lift lobby	ABD for stilt floor & OBD for upper floors
Flooring	Living/Dining/Bedrooms	Vitrified tiles
Kitchen	Flooring	Digital Ceramic Tiles
		Putty finish
	Kitchen Counter	Granite Counter
	Fittings	Stainless Steel Sink without drain board
	Dado	Glazed Ceramic tile up to feet from counter
	Others	-Electrical point for water purifier & washing machine plumbing provision in wash area -Electrical point for Exhaust Fan

Doors	Frame	wooden frames in all doors
	Main door	Flush door with Teak composed veneer on outside & painted finish on inside
	Internal doors	Flush door with enamel paint on both side
Windows	All rooms	Alumunium sliding windows With Marble Frem & Safety Grille
Plumbing		
Bathroom	Fitting	Concealed Fittings Standard Sanitary Digital Glazed Tile tile up to lintel level
Electricals		-Concealed copper wiring -Modular type switches -points in All Bedrooms & Living

	Room & -TV point in living room
Terrace	-Water Proofing with Chaina Mojec Flooring
Common Plot	-Designer Plantation & Garden

"SCHEDULE-C"

PAYMENT PLAN BY THE PURCHASER/S OF SALE CONSIDREATION

Sr. No.	Amount(Rs.)	Ch No.	Bank	Date
1.				
2.				
3.				
4.				
5.				
6.				

Total Rs.				

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Ahmedabad in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

THE PARTY OF THE FIRST PART

THE LAND OWNER/THE VENDOR

THE PROMOTER

1.Shri Suryakant Ratilal Vyas as self and as Power of Attorney Holder of
2.Smt. Nirmalaben Suryakant Vyas, 3.Swetaben Suryakant Vyas,
4.Sapnaben Suryakant Vyas, 5.Maulik Suryakant Vyas,6.Nayan
Suryakant Vyas

(Signature)

SIGNED AND DELIVERED BY THE WITHIN NAMED

PARTY OF THE SECOND PART

THE DEVELOPER

M/s. SHRI HARI DEVELOPERS - a Partnership firm
through its' administrative Partner
Mr. SANDIP NARANBHAI PATEL

(Signature)

SIGNED AND DELIVERED BY THE WITHIN NAMED

THE PARTY OF THE THIRD PART

THE PURCHASER/s

1.Mr.....

(Signature)

2.Mrs.....

(Signature)

WITNESSES:

1. Signature

Name

Address

2. Signature

Name

Address

<u>Schedule as per Sec.32-A of The Registration Act, 1908</u>
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THE PARY OF THE FIST PART

THE LAND OWNER/THE VENDOR

THE PROMOTER

1.Shri Suryakant Ratilal Vyas as self and as Power of Attorney Holder of
2.Smt. Nirmalaben Suryakant Vyas,3.Swetaben Suryakant Vyas,
4.Sapnaben Suryakant Vyas, 5.Maulik Suryakant Vyas,6.Nayan
Suryakant Vyas

(Photo)

(Signature)

(Thumb Impression)

PART OF THE SECOND PART

THE DEVELOPER

M/s. SHRI HARI DEVELOPERS - a Partnership firm

through its' administrative Partner

Mr. SANDIP NARANBHAI PATEL

(Photo)

(Signature)

(Thumb Impression)

THE PARTY OF THE THIRD PART

THE PURCHASER/s

1.Mr.....

(Photo)

(Signature)

(Thumb Impression)

2.Mrs.....

(Photo)

(Signature)

(Thumb Impression)