(RERA REDGE NO-____)

AGREEMENT FOR SALE

(Without Possession)

This Agreement for Sale ("Agreement") executed on this __ day of ______, 2023,

BY AND BETWEEN

ZADE INFRASPACE LLP (PAN NO : AADFZ 0829 P)**,** a Limited Liability Partnership Firm of Ahmedabad registered under section 12 (1) of the Limited Liability Partnership Act, 2008, having registered No. ABA-6342, dated 14/02/2022 and its office at : Zade Group Corporate Campus, F.P.197, T.P.37, Nr. Bagban party plot, B/s. The West Face, Thaltej, Ahmedabad-380059 through its authorized partner Nishant Jamanbhai Gajipara (AADHAR NO- 6482 1609 4751), adult, occupation Business, Indian National and residing at : D-101, Copper Stone, Nr. Shridhar Bunglows, Thaltej, Ahmedabad-380059 hereinafter referred to as "VENDOR" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the person above and named and its partners and their heirs, executors, administrators and assignee) of the FIRST PART

AND

(1) ________________________ (PAN NO :. ________________) (AADHAR NO :- ______________________) and **(2)** __________________________ (PAN NO :. ____________________) (AADHAR NO :-______________________), both adults, Occupation Business, Indian National and residing at : ____ hereinafter referred to as "THE PURCHASER/S" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his/her/their/its heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as if the Purchaser purchased in HUF capacity the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the OTHER PART.

That the brief history of Revenue Survey No.256/2 as follows ;

The agriculture land bearing Revenue Survey No. 256/2 admeasuring Acre 4957 Sq. Mtrs. land was owned by Ishwarbhai Chhababhai prior to the year 1947-48 ago.

Thereafter lshwarbhai Chhababhai died on dated 06/11/1976 and the names of his heirs viz; (1) Madhabhai Ishwarbhai, (2) Vasudev Ishwarbhai, (3) Harshadbhai Ishwarbhai, (4) Chandrikaben Ishwarbhai, (5) Lalitaben Ishwarbhai, (6) Sushilaben Ishwarbhai and (7) Kankuben Wd/o. Ishwarbhai Chhababhai were entered by succession rights in the revenue record. The entry to that effect was also entered in the Revenue Records vide mutation entry No.. 5194, dated 17/11/1976 which was duly certified by the concerned Revenue Authority.

Thereafter the said (1) Chandrikaben Ishwarbhai, (2) Lalitaben Ishwarbhai and (3) Sushilaben Ishwarbhai released their rights title and interest from the said land. The entry to that effect was also entered in the Revenue Records vide mutation entry No. 5195, dated 17/11/1976 which was duly certified by the concerned Revenue Authority.

Thereafter Deed of Partition was executed by the (1) Madhabhai Ishwarbhai for himself and natural guardian of minor Kiritbhai Madhabhai, (2) Vasudevbhai Ishwarbhai for himself and natural guardian of minor Bababhai Vasudev and (3) Harshadbhai Ishwarbhai of the land bearing Revenue Survey No. 256/2 paiki ¾ share of land in favour of Kankuben Wd/o. lshwarbhai Chhababhai vide registered Deed of Partition No. 12763, dated 22/10/1981. The entry to that effect was also entered in the Revenue Records vide mutation entry No. 5787, dated 12/12/1981 which was duly certified by the concerned Revenue Authority.

That thereafter the said Kankuben Wd/o. lshwarbhai Chhababhai sold and conveyed the said land in favour of Madhusudan Chandulal vide registered sale deed no. 12764, dated 22/10/1981 on same day. The entry to that effect was also entered in the Revenue Records vide mutation entry No. 5788, dated 12/12/1981 which was duly certified by the concerned Revenue Authority.

Thereafter names of (1) Alkesh Madhusudan, (2) Devlatta Madhusudan and (3) Saraswati Wd/o Chandulal Bulakhidas were entered as co. owner along with the name of Madhusudan Chandulal in the revenue record of the said land. The entry to that effect was also entered in the Revenue Records vide mutation entry No. 5869/1, dated 01/06/1982 which was duly certified by the concerned Revenue Authority.

Thereafter Mamlatdar and Krushipanch Dascroi vide Tenancy Case No. 79/87, there was no breach found .The proceedings under section- 84 (c) were closed and notice were reversed. The entry to that effect was also entered in the Revenue Records vide mutation entry No. 6360, dated 01/07/1988 which was duly certified by the concerned Revenue Authority.

Thereafter the said (1) Madhusudan Chandulal, (2) Alkesh Madhusudan, (3) Devlattaben W/o. Madhusudan Chandulal and (4) Saraswatiben Wd/o. Chandulal Bulakhidas sold and conveyed the said land bearing Revenue Survey No. 256/2 admeasuring about 4957 Sq. Mtrs. paiki Southern Side admeasuring about 2478.50 Sq. Mtrs. in favour of (1) Hemendrakumar Kantilal, (2) Manguben Kantilal, (3) Gitaben Kantilal (No.l to 3 having share of 50%) and (4) Savitaben Balchandra Patel (having share of 50%) which was duly registered with the Sub-Registrar of Ahmedabad-3 (Memnagar) under serial no. 3509, dated 17/08/1995. Subsequently Deed of Rectification which. was duly registered with the Sub-Registrar of Ahmedabad-3 (Memnagar) under serial no. 21 dated 02/01/1996. The entry to that effect was also entered in the Revenue Records vide mutation entry No. 7939, dated 02/12/1996 which was duly certified by the concerned Revenue Authority.

That thereafter Savitaben Balchandbhai died on dated 13/05/1997 and the names of her heirs viz; (1) Roshanbhai Balchandbhai, (2) Anupbhai Balchandbhai, (3) Ushaben Balchandbhai, (4) Jaginaben Balchandbhai and (5) Manishaben Balchandbhai were entered by succession rights in the revenue record and thereafter as per the will executed by Savitaben Balchandbhai dated 04/05/1997 the said land came to the share of (1) Roshanbhai Balchandbhai and (2) Anupbhai Balchandbhai (The entry to that effect was also entered in the Revenue Records Mouje shela vide mutation entry No. 2407) and their names were entered in the revenue records. The entry to that effect was also entered in the Revenue Records vide mutation entry No. 8839, dated 01/07/2002 which was duly certified by the concerned Revenue Authority.

That thereafter the said Saraswatiben Chandulal died on dated 21/12/1997 and the name of her heir viz; Madhusudan Chandulal entered by succession rights in the revenue record. The entry to that effect was also entered in the Revenue Records vide mutation entry No. 12462, dated 16/11/2011 which was duly certified by the concerned Revenue Authority.

That thereafter the said Devlata Madhusudan died on dated 25/11/1996 and the names of her heirs viz; (1) Alkesh Madhusudan and (2) Parul Madhusudan were entered by succession rights in the revenue record. The entry to that effect was also entered in the Revenue Records vide mutation entry No. 12463, dated 16/11/2011 which was duly certified by the concerned Revenue Authority.

That thereafter Madhusudan Chandulal died on dated 10/05/2014 and his name was deleted from the revenue record. The entry to that effect was also entered in the Revenue Records vide mutation entry No. 13878, dated 22/07/2015 which was duly certified by the concerned Revenue Authority.

Thereafter the said land bearing Revenue Survey No.256/2 admeasuring 4957 Sq. Mtrs. was covered under Draft Town Planning Scheme No.37 (Thaltej) and given Final Plot No.26 admeasuring 2984 Sq. Mtrs.

Thereafter the District Collector Ahmedabad, vide his order no. CB/Land-l/N.A./S.R.528/2017 FMPS No. 310656, dated 12/10/2018 granted Non Agriculture (N.A.) permission for Commercial Purpose in respect of the said land bearing Survey

No. 256/2 having Final Plot No.26 admeasuring 2984 Sq. Mtrs. of Town Planning Scheme No. 37 (Thaltej). The entry to that effect was also entered in the Revenue Records vide mutation entry No. 15228, dated 30/11/2018 and entry no. 15242 ,dated 15/12/2018 which was duly certified by the concerned Revenue Authority.

That thereafter the said Manguben Kantilal died on dated 31/05/2019 and the names of her heirs viz; (1) Gitaben W/o. Chandrakant and D/o. Kantilal, (2) Dakshaben W/o. Jashwantbhai and D/o. Kantibhai, (3) Hemlatta W/o. Rohit Patel and D/o. Kantilal, (4) Hamendrabhai Kantilal Patel and (5) Rajeshwari W/o. Ajay and D/o. Kantilal were entered by succession rights in the revenue record. The entry to that effect was also entered in the Revenue Records vide mutation entry No. 16380, dated 19/01/2022 which was duly certified by the concerned Revenue Authority.

That thereafter Manguben Kantilal died on dated 31/05/2019 and during her lifetime she has executed Will dated 04/10/2003 by virtue of the said Will said land bearing Revenue Survey No. 256/2 having Final Plot No. 26 paiki half share paiki 1/3 share came to the her son Hemendra Kantilal. The entry to that effect was also entered in the Revenue Records vide mutation entry No. 16437, dated 19/03/2022 which was duly certified by the concerned Revenue Authority.

That thereafter (1) Alkesh Madhusudan and (2) Parul Madhusudan sold and conveyed the said land bearing Revenue Survey No. 256/2 admeasuring about 4957 Sq. Mtrs. paiki having Final Plot No. 26 admeasuring about 2984 Sq. Mtrs. paiki 1492 Sq. Mtrs. land in favour of Vendor i.e. **ZADE INFRASPACE LLP** which was duly registered with the Sub-Registrar of Ahmedabad-9 (Bopal) under serial no. 10406, dated 23/06/2022. The entry to that effect was also entered in the Revenue Records vide mutation entry No. 16579, dated 01/07/2022 which was duly certified by the concerned Revenue Authority.

That thereafter (1) Hemendrakumar Kantilal and (2) Gitaben Kantilal sold and conveyed the said land bearing Revenue Survey No. 256/2 admeasuring about 4957 Sq. Mtrs. paiki having Final Plot No. 26 admeasuring about 2984 Sq. Mtrs. paiki 746 Sq. Mtrs. land in favour of Vendor i.e. **ZADE INFRASPACE LLP** which was duly registered with the Sub-Registrar of Ahmedabad-9 (Bopal) under serial no. 10524, dated 24/06/2022. The entry to that effect was also entered in the Revenue Records vide mutation entry No. 16582, dated 02/07/2022 which was duly certified by the concerned Revenue Authority.

That thereafter (1) Roshan Balchand and (2) Anup Balchand sold and conveyed the said land bearing Revenue Survey No. 256/2 admeasuring about 4957 Sq. Mtrs. paiki having Final Plot No. 26 admeasuring about 2984 Sq. Mtrs. paiki 746 Sq. Mtrs. land in favour of Vendor i.e. **ZADE INFRASPACE LLP** which was duly registered with the Sub-Registrar of Ahmedabad-9 (Bopal) under serial no. 10528, dated 24/06/2022. The entry to that effect was also entered in the Revenue Records vide mutation entry No. 16582, dated 02/07/2022 which was duly certified by the concerned Revenue Authority.

AND WHEREAS the Vendor is the absolute and lawful owner of Freehold Non-Agricultural Land bearing Final Plot No. 26 admeasuring 2984 sq.mts. of Town Planning Scheme No.37 (Thaltej) (allotted in lieu of Revenue Survey No. 256/2) of Mouje- Thaltej of Ghatlodia Taluka in the Registration District Ahmedabad and Sub-District of Ahmedabad-9 (Bopal) (herein after called **"The Said land"**)

That thereafter said **ZADE INFRASPACE LLP,** got approved a plan from the Ahmedabad Municipal Corporation (AMC) for construction of Commercial Units on the said land and permission was granted for construction of First to 32nd Floor comprising of Commercial units on the said land and there is stair cabin and Over head water tank on the terrace and there is parking on the 1st, 2nd, 3rd, 4th, 5th Cellar Cellar and part Ground Floor with all common amenities and facilities vide its Raja Chitthi No. 07911/091222/A6744/R0/M1, dated 11/04/2023 and thereafter said Partnership Firm also started construction of Commercial Units scheme known as **"Z2"** consisting of construction of the 199 Commercial Units on the said land.

AND WHEREAS The Said Land is earmarked for the purpose of building a Commercial project, comprising multistoried buildings and the said project shall be known as **"Z2"** (hereinafter called the " Said Project") ;

*	Name of the building/project	:	**Z2**
*	No. of blocks/Wings	:	1
*	No. of basements	:	5
*	No. of hollow plinth	:	Yes
*	No. of floors	:	1st, 2nd, 3rd, 4th, 5th Cellar, Ground floor and 1st to 32nd floor

* No. of Office on each Floor

Floor	**Usage**	**Units**
1st Cellar	Parking	0
2nd Cellar	Parking	0
3rd Cellar	Parking	0
4th Cellar	Parking	0
5th Cellar	Parking	0
Ground Floor	Parking+ Meter room+ Control room	0
Ground Floor	Security Room	0
Ground Floor	Electric Sub Station	0
1st Floor	Commercial	7
2nd Floor	Commercial	7
3rd Floor	Commercial	7
4th Floor	Commercial	7
5th Floor	Commercial	7
6th Floor	Commercial	7
7th Floor	Commercial	7
8th Floor	Commercial	7
9th Floor	Commercial	7
10th Floor	Commercial	7
11th Floor	Commercial	7
12th Floor	Commercial	7
13th Floor	Commercial	7
14th Floor	Commercial	7
15th Floor	Commercial	7
16th Floor	Commercial	7

17th Floor	Commercial	7
18th Floor	Commercial	7
19th Floor	Commercial	7
20th Floor	Skip Floor	0
21st Floor	Commercial	7
22nd Floor	Commercial	7
23rd Floor	Commercial	7
24th Floor	Commercial	7
25th Floor	Commercial	7
26th Floor	Commercial	7
27th Floor	Commercial	7
28th Floor	Commercial	7
29th Floor	Commercial	7
30th Floor	Commercial	1
31st Floor	Commercial	1
32nd Floor	Commercial	1
O.H.W.T.	O.H.W.T.	0
Stair Cabin	Stair Cabin	0

With provision of common amenities and facilities.

AND WHEREAS the Vendor has been obtained the final layout and building plan approvals for the Project from AMC. The Vendor 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 ;

AND WHEREAS The Vendor has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Gandhinagar on ____________ under registration No.____________ ___________________________________ ;

AND WHEREAS That on demand from the Purchaser, Vendor has given inspection to the Purchaser/s of all documents of title relating to the project land and the plans, specifications prepared by the Vendors Architect/Engineer Parth P.Patel and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under and the Purchaser if satisfied in respect of the same ;

AND WHEREAS The authenticated copies of Certificate of Title issued by Bipinchandra R. Patel & Co., Advocate vide its Certificate dated 01/05/2023 of the Vendor , authenticated copies of sale deed, plan and layout, Property card or extract of Village Forms VI and VII and XII or any other relevant revenue records showing the nature of the title of the Vendor to the project land on which the Office/s are constructed have also been inspected by the Purchaser and the Purchaser and his/her/its/their legal advisor have carefully inspected and studied the same and is fully satisfied about them. The Purchaser/s is/are satisfied about the legality of the construction. The Purchaser/s also accepts the Vendor titles to the land and is satisfied about it and he/she/it/they agree that no further requisition/dispute will be made regarding title.

AND WHEREAS That the Vendor has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said building.

AND WHEREAS That while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Vendor while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS The Purchaser had applied for Office in the Project and has been allotted **Office No.** _______ admeasuring about ______ sq.mts. (Carpet Area) situated on the _______ Floor in a scheme known as **"Z2"** togetherwith undivided and undemarkamated share in the said land admeasuring __________ sq.mts. (hereinafter referred to as the "The said property" more particularly described in the **Schedule**) along with and of pro rata share in the common areas ("Common Areas") ;

AND WHEREAS The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein ;

AND WHEREAS The Vendor is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Vendor regarding the Said Land on which Project is to be constructed have been completed ;

AND WHEREAS The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter ;

AND WHEREAS In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor hereby agrees to sell and the Purchaser hereby agrees to purchase the said property.

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 :

1.1 Subject to the terms and conditions as detailed in this Agreement, the Vendor agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase, the said property.

1.2 The Total Price for the Office based on the carpet area is **Rs.___________/- (Rupees _______________ only)** ("Total Price") :

Explanation :

(i) The Total Price above includes the booking amount paid by the Purchaser to the Vendor towards the said property ;

(ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Vendor by way of GST or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Vendor) up to the date of handing over the possession of the said property: which shall be separately payable by the Purchaser in the manner as may be decided by the Vendor.

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Purchaser to the Vendor shall be increased/reduced based on such change / modification;

(iii) The Vendor shall periodically intimate to the Purchaser, the amount payable as stated in (i) above and the Purchaser shall make payment within 30 (thirty) days from the date of such mail or message or written or whats app intimation. In addition, the Vendor shall provide to the Purchaser 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 is exclude maintenance deposit and cost of the said project will be decided Service Society/Maintenance Agency ;

(v) The Total Price is escalation-free, save and except increases which the Purchaser 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 Vendor undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost/charges imposed by the competent authorities, the Vendor shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

1.3 The Purchaser has paid on or before execution of this agreement a sum of Rs.____________/- (Rupees _______ ___________________ Only) (10 % of the total consideration) as an advance payment or application fee as follows ;

Rupees	**Cheque No.**	**Date**	**Bank**

Purchaser(s) shall make the remaining payment as per the payment plan as follows.

PAYMENT PLAN

i. Amount of Rs......../-(........) (30% of the total consideration) to be paid to the Promoter after the execution of Agreement.
ii. Amount of Rs......./-(..........) (45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said property is located.
iii. Amount of Rs....../-(...........) (70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said property is located.
iv. Amount of Rs......./-(.............) (75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said property.
v. Amount of Rs........./- (...........) (80% of the total consideration) to be paid to the Promoter on completion of the staircases, lift wells, lobbies of the said property.
vi. Amount of Rs....../-(.....) (85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terrace, of the building or wing in which the said property is located.
vii. Amount of Rs......./-(...........) (95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said property is located.
viii. Balance Amount of Rs................/-(............) against and at the time of handing over of the possession of the said property to the purchaser on or after receipt of occupancy certificate or completion certificate.

1.4 It is agreed that the Vendor 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 said property or building, as the case may be, without the previous written consent of the Purchaser. Provided that the Vendor may make such additions or alterations as may be required to be done by the Government, AMC and other authorities if any as per the provisions of the Act.

1.5. The Vendor may, at the request of the Purchaser/s, carry out any Extra work and/or internal changes or alteration or changes in specification as per Building Regulation of AMC, at the risk, cost and consequences of the Purchaser/s. If these changes, etc. gives rise to any additional cost, the Purchaser/s shall be required to pay the same to the Vendor as may be certified by the Architect / Engineer of the scheme or according to the estimate that may be given by the Vendor prior to the execution of such work. Any unforeseen circumstances and force majure clause shall be effective as routine practice.

1.6 The Vendor shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of **3 (Three)** percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Vendor. If there is any reduction in the carpet area within the defined limit then Vendor shall refund the excess money paid by purchaser within forty-five days with annual interest, which not more than RBI MCLR+2%, from the date when such an excess amount was paid by the purchaser. If there is any increase in the carpet area allotted to purchaser, the Vendor shall demand additional amount from the purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1.2 of this Agreement.

1.7 Subject to Clause **10** the Vendor agrees and acknowledges, the Purchaser shall have the right to the said property as mentioned below:

(i) The Purchaser shall have exclusive ownership of the said property after Deed of Conveyance ;

(ii) The Purchaser shall also have undivided proportionate share in the Common Areas. Since the share / interest of Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Purchaser to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable.

(iii) That the computation of the price of the said property includes recovery of price of land, construction of [not only the said property but also] 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.

1.8 The Purchaser has paid booking amount being part payment towards the Total Price of the said property at the time of application the receipt of which the Vendor hereby acknowledges and the Purchaser hereby agrees to pay the remaining price of the said property as prescribed in the Payment Plan as may be demanded by the Vendor within the time and in the manner specified therein :

Provided that if the Purchaser 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

2.1 Subject to the terms of the Agreement and the Vendor abiding by the construction milestones, the Purchaser shall make all payments, on demand by the Vendor, within the stipulated time as mentioned in the payment plan through A/c Payee cheque/demand draft or on line payment (as applicable in favour of '**ZADE INFRASPACE LLP**' payable at Ahmedabad.

2.2 The Vendor shall issue receipt for all the amount they may be received/paid under the agreement to the Purchaser/s. No claim for any payment shall be valid, save and except in respect of which the Vendor has issued such receipts.

3. FORMATION OF SERVICE SOCIETY / ASSOCIATION / LIMITED COMPANY FOR MAINTENANCE

3.1 The Purchaser alongwith other Purchaser/s of the said property in the scheme shall join in forming and registering the Service Society or Association or a Limited Company to be known by such name as the Vendor may decide and for this purpose also from time to time sign and executed the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Vendor within seven days of the same being forwarded by the Vendor to the Purchaser, so as to enable the Vendor to register the common organization of Purchaser. No objection shall taken by the Purchaser if any changes or modification are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of co.operative societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

3.2 Within 15 days after notice in writing is given by the Vendor to the Purchaser that the said property is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. proportion to the carpet area of the said property) of outgoings in respect of the project land and Scheme/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project. Until the Society or Limited Company is formed, the Purchaser shall pay to the Vendor such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Vendor provisional monthly contribution towards the outgoings. The amount so paid by the Purchaser to the Vendor shall not carry any interest and remain with the Vendor until the same is transferred to the society or the association or the limited company as aforesaid.

3.3 Over and above amounts mentioned in the agreement to be paid by the Purchaser, the Purchaser shall on or before delivery of possession of the said premises shall pay to the Vendor such proportionate share of the outgoings as may be determined by the Vendor and which are not covered in any other provision of the agreement.

3.4 The Purchaser shall pay all expenses to the Vendor for all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocate of the Vendor in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye law and the cost of preparing and engrossing the conveyance or assignment of lease.

3.5 It is hereby agreed by the Purchaser/s that he/she/it/they shall deposit with the Service Society/or Vendor (still Service Society is not form) the amount of towards Common Maintenance, Deposit and Monthly Maintenance Charge along with the payment of last installment. Similar Common Maintenance Advance will be received from the other Purchaser/s. The Vendor /Service Society or body corporate in turn will invest such Common Maintenance

Advance in the securities in which they may deem fit, and from the interest income that may be earned there from shall be utilized towards Common Maintenance and other expense to be incurred. Further that the Purchaser/s shall be required pay such addition amount in future to an extent, if such income is not sufficient for the purpose as may be fixed by the Service Society. Provided further that the Common Maintenance Advance / balance thereof shall be transferable deposit to the Service Society to be formed of all the property Holders for the maintenance and upkeeping of the said entire project.

3.6 The project shall always be known as **"Z2"**, and the name shall not be changed in any circumstances.

4. COMPLIANCE OF LAWS RELATING TO REMITTANCES

4.1 The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) 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 Vendor with such permission, approvals which would enable the Vendor 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 Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

4.2 The Vendor accepts no responsibility in this regard. The Purchaser shall keep the Vendor fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Vendor immediately and comply with necessary formalities if any under the applicable laws. The Vendor shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said Property applied for herein in any way and the Vendor shall be issuing the payment receipts in favour of the Purchaser only.

5. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

6. TIME IS ESSENCE

Time is of essence for the Vendor as well as the Purchaser. The Vendor shall abide by the time schedule for completing the project and handing over the Said property to the Purchaser after receiving the Building Use Permission or the completion certificate or both or as per advise of its Solicitors/Advocate (with or without B.U. Permission), as the case may be. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Vendor.

7. POSSESSION OF THE SAID PROPERTY

7.1 Schedule for possession of the said property : The Vendor shall give possession of the said property to the Purchaser on or before **31/05/2028**. If the Vendor fails or neglects to give possession of the said property to the Purchaser on account of reasons beyond his control and of his agent by the aforesaid date then the Vendor shall be liable to demand to refund to the Purchaser the amounts already received by him in respect of the said property with interest as per rules from the date the Vendor received the sum till the date the amounts and interest thereon is repaid.

If the Vendor fails to abide by the time schedule for completing the project and handing over the said property to the Purchaser, the Vendor agrees to pay to the Purchaser, who does not intend to withdraw from the project with interest, which not more than RBI MCLR+2% per annum, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Vendor, interest, which not more than RBI MCLR+2% per annum, on all the delayed payment which become due and payable by the Purchaser to the Vendor under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Vendor.

Provide that Vendor shall be entitled to reasonable extension of time for giving delivery of said property on the aforesaid date, if the completion of Scheme in which the said property is to be situated is delayed on account of –

(i) war, flood, drought, fire, cyclone, earthquake or act of God or any other calamity caused by nature affecting the regular development of the real estate project (" Force Majeure") ;
(ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court
(iii) Delay in obtaining Building Use Permission even Vendor completed construction work due to any rules, notification of the Government

If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchaser agrees that the Vendor shall be entitled to the extension of time for delivery of possession of the said property, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser agrees and confirms that, in the event it becomes impossible for the Vendor to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendor shall refund to the Purchaser the entire amount received by the Vendor from the allotment within prescribed time limit as per rules. After refund of the money paid by the Purchaser, Purchaser agrees that he/ she shall not have any rights, claims etc. against the Vendor and that the Vendor shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 The Vendor hereby declares that the Floor Space Index available as on date in respect of the project land is 3580.80 square meters only and Vendor has planned to utilize Floor Space Index of 16113.60 square meter and availing of TDR or FSI available on payment of premium or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to development control and regulations, which are applicable to the said project. The vendor has disclosed the Floor Space Index of 16064.54 square meters as proposed to be utilized by them on the project land in the said project and purchaser has agreed to purchase the said property based on the proposed construction and sale of property to be carried out by the Vendor by utilizing the proposed FSI and on the understanding that the "Declared" proposed FSI shall be belong to Vendor Only.

7.3 Procedure for taking possession - The Vendor upon obtaining the Building Use Permission from the competent authority shall offer in writing the possession of the said property, to the Purchaser in terms of this Agreement to be taken within 3 month (three months from the date of issue of such notice and the Vendor shall give possession of the said property to the Purchaser. The Purchaser agree(s) to pay the maintenance charges as determined by the Vendor /association of Purchasers, as the case may be. The Vendor on its behalf shall offer the possession to the Purchaser in writing within 1 (one) month of receiving the Building Use Permission of the Project.

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

7.4 Failure of Purchaser to take Possession of said Property : Upon receiving a written intimation from the Vendor as per clause **7.2**, the Purchaser shall take possession of the Said property from the Vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor shall give possession of the Said property to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause **7.2**, such Purchaser shall continue to be liable to pay maintenance charges as applicable.

7.5 Possession by the Purchaser - After obtaining the Building Use Permission and handing over physical possession of the said property to the Purchasers, it shall be the responsibility of the Vendor to hand over the necessary documents and plans, including common areas, to the association of the Purchasers or the competent authority, as the case may be, as per the local laws.

7.6 Cancellation by Purchaser – The Purchaser shall have the right to cancel/withdraw his allotment in the Project as provided in the Act :

Provided that where the Purchaser proposes to cancel/withdraw from the project without any fault of the Vendor the Vendor herein is entitled to forfeit the 10% of the total price consideration of the said property. The balance amount of money paid by the Purchaser shall be returned by the Vendor to the Purchaser within prescribed time limit as per rule.

8. REPRESENTATIONS AND WARRANTIES OF THE VENDOR

8.1 The Vendor has absolute, clear and marketable title with respect to the said Land except those mentioned in the detailed search report on title and same is accepted by the Purchaser ; 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 ;

8.2 The Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project ;

8.3 There are no other encumbrances upon the said Land or the Project ;

8.4 There are no litigations pending before any Court of law with respect to the said Land, Project except those mentioned in the detailed search report on title ;

8.5 All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and said property are valid and subsisting and have been obtained by following due process of law. Further, the Vendor has been and shall, at all time, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and said property and common areas ;

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

8.7 At the time of execution of the conveyance deed the Vendor shall handover lawful, vacant, peaceful, physical possession of the said property to the Purchaser ;

8.8 The Vendor has duly paid 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 ;

8.9 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 Vendor in respect of the said Land and/or the Project.

9. REPRESENTATION AND WARRANT OF THE PURCHASER ;

9.1 To maintain the said property at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the said property is taken and shall not do or suffer to be done anything in or to the building in which the said property is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the project in which the said property is situated and the said property itself or any part thereof without the consent of the local authorities, if requires.

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

9.3 To carry out at his own cost all internal repairs to the said property and maintain the said property in the same condition, state and order in which it was delivered the project in which the said property is situated or the said property which may be contrary to the rules and regulation and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

9.4 Not to demolish or cause to be demolished the said property or any part thereof, not at any time make or cause to be made any addition or alteration of whatever nature in or to the said property or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said property is situated and shall keep the portion, sewers, drains and pipes in the said property and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support and shall no chisel or in any other manner cause damage to columns, beams, wall, slabs or RCC, Partition or other structural members in the said property without the prior written permission of the Vendor and/or Society or the Limited Company.

9.5 The Purchaser further undertakes, assures and guarantees that he/she 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, or Common Areas.

9.6 The Purchasers 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.

9.7 The Purchaser shall also not remove any wall, including the outer and load bearing wall of the said property. The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor and thereafter the association of Purchasers and/or maintenance agency appointed by association of Purchasers. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

9.9 Not to throw dust, rubbish, rags, garbage or other refuse or permit the same to the thrown from the said property in the compound, passage or any portion of the project land and the building in which the said property is situated.

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

9.11 The Purchaser/s shall not use the said property or permit the same to be used for any purpose which may or is likely to cause nuisance or annoyances to the occupiers of the other premises in the project or to the owners or occupiers of the neighboring properties not for any immoral or illegal purposes.

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

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

9.14 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said property and project or any part thereof. The Purchaser shall have no claim save and except in respect of the said property hereby agreed to be sold to him/her/them and all open spaces, parking spaces, will remain the property of the Vendor until the same is transferred as hereinbefore mentioned.

9.15 The Purchaser shall use the said property or any part thereof or permit the same to be used only for purpose of Commercial as per plan and permission of the AMC in future. otherwise Service Society will be entitled to take the possession of the said property from the Purchaser/s and the Service Society shall have every rights to sell the said property to any other person as it may deems fit and proper.

9.16 That parking facility allotted in the Ground Floor, 1^{st,} 2^{nd,} 3^{rd,} 4th and 5th cellar and same shall be use in general and in future service society if allotted separate parking space to each member then it will be binding to each members.

10. The Purchaser shall be considered under a condition of default, on the occurrence of the following events:

(i) In case the Purchaser fails to make payments for 2 consecutive demands made by the Vendor as per the Payment Plan mentioned hereinabove, despite having been issued notice in that regard the Purchaser shall be liable to pay interest to the Vendor on the unpaid amount at the rate specified in the Rules.

(ii) In case of default by Purchaser under the condition listed above continues for a period beyond 2 consecutive months after notice from the Vendor in this regard or make the said mistake 3 (Three) times during total payment plan the Vendor shall cancel the allotment of the said property in favour of the Purchaser and refund the amount money paid to him by the Purchaser by deducting the 10 % of total price and the interest liabilities and this Agreement shall thereupon stand terminated.

11. CONVEYANCE OF THE SAID PROPERTY

11.1 The Vendor on receipt of complete amount of the Price of the said property under the Agreement from the Purchaser, shall execute a conveyance deed and convey the title of the said property together with proportionate indivisible share in the Common Areas. However, in case the Purchaser 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 Purchaser authorizes the Vendor to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Vendor is made by the Purchaser. The Purchaser 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).

11.2 On receiving full and final payment and other charges the sale shall be completed in favour of the Purchaser/s only. The Purchaser/s shall not be entitled to sell and/or transfer his/her/their right, title, interest and benefits under letter of Booking and or this Agreement of Sell to any third party without NO OBJECTION CERTIFICATE from Vendor. The Vendor shall be entitled to charge the transfer fee for giving such NO OBJECTION CERTIFICATE (NOC). The Purchaser shall not be entitled for grant of such 'No Objection Certificate' (NOC) unless and until Purchaser pay all sums payable to Vendor.

11.3 All and every kind of costs, charges and expenses regarding stamp duty, registration fees, legal fees and other expenses required to be paid, spent or incurred for legal and proper completion of transaction of making available the Said property to the Purchaser/s and relating agreement, conveyance, document/s, papers and writings that may be required to be executed and/or registered for the purpose shall be borne by the Purchaser/s.

12. MAINTENANCE OF THE SAID PROPERTY / PROJECT

The Vendor 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 Purchaser/s.

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

The Purchaser hereby agrees to purchase the said property on the specific understanding that is his/her/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 service society or maintenance agency appointed or the association of Purchasers (or the maintenance agency appointed by it) and performance by the Purchaser of all his/her/their obligations in respect of the terms and conditions specified by the service society or maintenance agency or the association of Purchaser/s from time to time.

If within a period of **Five (5) years** from the date of handing over the said property to the Purchaser, the Purchaser brings to the notice of the Vendor any structural defect in the property or the project in which the property are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Vendor at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Vendor compensation for such defect in the manner as provided under the Act. Provided that the Vendor shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Vendor or beyond the control of the Vendor.

14. RIGHT TO ENTER THE SAID PROPERTY FOR REPAIRS

The Vendor / service society / maintenance agency /association of Purchaser/s shall have rights of unrestricted access of all Common Areas and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the service society / association of Purchasers and/or maintenance agency to enter into the said property 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 Basement and Service Areas: The basement(s) and service areas, if any, as located within the "**Z2**", shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, 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 Purchaser 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 of Purchasers formed by the Purchasers for rendering maintenance services.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PURCHASER

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

17. VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Vendor executes this Agreement it shall not further mortgage or create any further charge on the said property and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such said property.

18. SAID PROPERTY OWNERSHIP ACT (OF THE RELEVANT STATE)

The Vendor has assured the Purchasers that the project in its entirety is in accordance with the provisions of The Gujarat Ownership Said property Act, 1973. The Vendor showing compliance of various laws/regulations as applicable.

19. OTHER DIRECT OR INDIRECT TAX

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

20. ENTIRE AGREEMENT

This Agreement, 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 property and / or building, as the case may be.

21. RIGHT TO AMEND

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

22. SEVERABILITY

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

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

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

24. 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 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.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Vendor through its authorized signatory at the Vendors Office, or at some other place, which may be mutually agreed between the Vendor and the Purchaser, after the Agreement is duly executed by the Purchaser and the Vendor or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar, hence this Agreement shall be deemed to have been executed at Ahmedabad.

26. NOTICES

That all notices to be served on the Purchaser and the Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Vendor by Registered Post at their respective addresses specified below:

Name of Purchaser	:	As above
Address of Purchaser	:	As above
Name of Vendor	:	**ZADE INFRASPACE LLP**
Address of Vendor	:	As above

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

27. JOINT PURCHASERS

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

28. GOVERNING LAW

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

29. DISPUTE RESOLUTION

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

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

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT immovable property being **Office No.** _______ admeasuring about ______ sq.mts. (Carpet Area) situated on the _______ Floor in a scheme known as **"Z2"** constructed on the Freehold Non-Agricultural Land bearing Final Plot No. 26 admeasuring 2984 sq.mts. of Town Planning Scheme No.37 (Thaltej) (allotted in lieu of Revenue Survey No. 256/2 admeasuring 4957 sq.mts.) togetherwith undivided and undemarkamated share in the said land admeasuring __________ sq.mts. of Mouje-Thaltej of Ghatlodia Taluka in the Registration District Ahmedabad and Sub-District of Ahmedabad-9 (Bopal) and situated at - F.P. No.26 of T.P.37(Thaltej), Survey No.256/2, Thaltej, Ta. Ghatlodiya, Ahmedabad and same is bounded as follows :

On or towards the North : By ____________________________

On or towards the South : By ____________________________

On or towards the East : By ____________________________

On or towards the West : By ____________________________

In witness whereof the parties hereto have hereunto set and subscribed their hands in Witness whereof the day and month first hereinabove written.

SIGNED AND DELIVERED BY THE WITHIN NAMED VENDOR

ZADE INFRASPACE LLP, a Limited Liability Partnership Firm through its authorized partner Nishant Jamanbhai Gajipara

In the presence of :

1.

2.

SCHDULE UNDER SECTION 32 OF

THE INDIAN REGISTRATION ACT

VENDOR **PHOTO** **LEFT HAND THUMB IMPRESSION**

____

ZADE INFRASPACE LLP, a Limited Liability Partnership Firm through its authorized partner Nishant Jamanbhai Gajipara

PURCHASER/S

____