

AGREEMENT FOR SALE
(WITHOUT POSSESSION)

=====

Agreement for Sale (Without Possession) of **Flat No. ____**, containing by admeasurements ____ Sq. Mtrs. (Rera Carpet Area) & Balcony area ____ Sq. Mtrs. & Wash area ____ Sq. Mtrs., total ____ Sq. Mtrs. on _____ floor of **Block ____** in the scheme known as “**Satyamev Royal-3**” constructed on the Non-Agricultural land bearing Sub Plot No. 229/1/1, containing by admeasurements 3136 Sq. Mtrs. of Final Plot No. 229, containing by total admeasurements 8438 Sq. Mtrs. (allotted in lieu of Survey No. 286/1, containing by total admeasurements 14086 Sq. Mtrs.) of T.P. Scheme No. 69, situate, lying and being within the sim of mouje TRAGAD, Taluka Ghatlodia in the Registration District Ahmedabad and Sub-District of Ahmedabad-8 (Sola).

=====

First Party :- "Shree Gayatri Satyamev Realty Pvt. Ltd."

Vendor :- (PAN : AAOCS 4481 L)

A company registered under the companies act, 1956 under Reg. No. U45201GJ2010 PTC061091 on dated 14-6-2010 having its Registered Head Office at 301, Anand-I Pride, Near Dwarkesh Business Hub, Tapovan-Visat Road, Motera, Ahmedabad-382424 through its Director,

Vijay Naranbhai Patel

(AADHAAR : 9965 7694 6643)

Aged about 47 years, Hindu by Religion, Occupation Business, Residing at 469/3, Near Bharat Lamp, Chandkheda, Ahmedabad.

Hereinafter referred to as First Party or Vendor in this Agreement for Sale. Which expression shall unless it be repugnant to the context or meaning thereof mean and include the First Party–Vendor-Company, its present and future directors, managers, designators, members, authorised persons, and his/her/their successors, administrators, executors, assignees etc.

Purchaser : (1) _____

Second Party : (PAN : _____)

(Aadhaar : _____)

Aged about ____ years, Occupation _____,

(2) _____

(PAN : _____)

(Aadhaar : _____)

Aged about ____ years, Occupation _____,

Both are _____ by Religion and Residing at _____.

Hereinafter referred to as Second Party or Purchaser. Which expression shall unless it be repugnant to the context or meaning thereof mean and include the the purchaser, second party and his/her/their heirs, successors administrators, executors, assigns etc.

WHEREAS

- (A) Non-Agricultural land bearing Sub Plot No. 229/1/1, containing by admeasurements 3136 Sq. Mtrs. of Final Plot No. 229, containing by total admeasurements 8438 Sq. Mtrs. (allotted in lieu of Survey No. 286/1, containing by total admeasurements 14086 Sq. Mtrs.) of T.P. Scheme No. 69, situate, lying and being within the sim of mouje TRAGAD, Taluka Ghatlodia in the Registration District Ahmedabad and Sub-District of Ahmedabad-8 (Sola) is independently owned occupied and possessed by Promoter/Vendor/Company, "**Shree Gayatri Satyamev Realty Private Limited**" free from all encumbrances without any type of objection or dispute of anybody which is running in the name of Vendor/Promoter/Company, "**Shree Gayatri Satyamev Realty Private Limited**" in the record of government semi government authorities, hereinafter referred to as "**the said land**" in this Agreement.
- (B) Thereafter, the Ahmedabad Municipal Corporation has divided the land of Final Plot No. 229, containing by total admeasurements 8438 Sq. Mtrs. in two parts (1) Sub plot No. 229/1, containing by admeasurements 5828 Sq. Mtrs. and (2) Sub Plot No. 229/2 containing by admeasurements 2610 Sq. Mtrs. under Case No. LTS/NWZ/181016/GDR/A7438/M1 and Rajachitthi No. 7377/181016/A7438/M1, dated 23-11-2016.

- (B) Thereafter, the Hon. District Collector, Ahmedabad has granted Non-Agricultural Use Permission for the said land bearing Final Plot No. 229 containing by admeasurements 8438 Sq. Mtrs. (allotted in lieu of Survey No. 286/1, containing by admeasurements 14063 Sq. Mtrs.) of T.P. Scheme No. 69 for multi-purpose by their Order No. ACB/TNC-4/N.A./Tatkal/S-65/S.R. 258/2017, dated 21-9-2017 and entry to that effect was mutated in the Mutation Register vide Entry No. 4309, dated 25-1-2018.
- (C) Thereafter, the owner and occupier of the land, Chandrikaben alias Kokilaben d/o Keshavlal has sold and conveyed the said non-agricultural land bearing Final Plot No. 229, containing by total admeasurements 8438 Sq. Mtrs. **Paiki Sub Plot No. 229/1 Paiki**, containing by admeasurements **3136 Sq. Mtrs.** to M/s. Sanskrut Procon LLP, a partnership firm by sale deed, duly registered in the office of the sub-registrar of Ahmedabad-8 (Sola) on dated 12-3-2018 under Serial No. 4472 and entry to that effect mutated in Mutation Register by Entry No. 4329 dated 16-3-2018.
- (D) Thereafter, the Ahmedabad Municipal Corporation has divided the land of Sub Plot No. 229/1, containing by total admeasurements 5828 Sq. Mtrs. in two parts (1) Sub Plot No. 229/1/1, containing by admeasurements 3136 Sq. Mtrs. and (2) Sub Plot No. 229/1/2, containing by admeasurements 2692 Sq. Mtrs. under Case No. LTS/NWZ/200218/CGDCR/A0643/M1 and Rajachitthi No. 00738/200218/A0643/M1, dated 17-5-2018.
- (E) Thereafter, Ahmedabad Municipal Corporation has sanctioned the plans for the said land for residential purpose and also issued a Commencement Certificate under (1) Case No. BLNTI/NWZ/061218/CGDCRV/A0936/R0/M1 and Rajachitthi No. 01825/061218/A0936/R0/M1 for 75 residential units and 38 non-residential units, dated 15-5-2019 (hereinafter referred to as "the rajachitthi" in this agreement) and copy of necessary layout plan & rajachitthi are attached herewith as Annexure-A.

- (F) Thereafter, the owner and occupier of the land, M/s. Sanskrut Procon LLP, a partnership firm through its partners Kaushikkumar Chandulal Patel and Piyushbhai Narendrabhai Patel sold and conveyed the said multi purpose non-agricultural land bearing Sub Plot No. 229/1/1, containing by total admeasurements 3136 Sq. Mtrs. of Final Plot No. 229 to **Shree Gayatri Satyamev Realty Private Limited** by sale deed, duly registered in the office of the sub-registrar of Ahmedabad-8 (Sola) on dated 9-7-2019 under Serial No. 12888 and entry to that effect mutated in Mutation Register by Entry No. 4578 dated 18-7-2019.
- (G) Thereafter, the Promoter has organized a scheme/project of flat type residential units and shop type commercial units on the above said land in the name of "**SATYAMEV ROYAL-3**" as per approved plans and non-agricultural use permission.
- (H) Promoter/Vendor has agreed to develop total THREE buildings/blocks from "A" to "C" whichever consisting of parking in Basement and hollow plinth Ground floor open space while total 113 (one hundred thirteen) units from First floor to Seventh floor being 75 (seventy five) residential units and 38 (thirty eight) commercial shops.
- (I) Thus said land is in entire ownership and physical possession of the Promoter/Vendor without any type of objection, interruption of anybody, and accordingly Promoter/Vendor has entire right and power to develop the said land, organize scheme thereon, sell units, do and execute agreements for sale, deeds etc and accept amounts of considerations thereof etc.
- (J) Allottee/Purchaser desirous to purchase residential unit in the said scheme/project and therefore made contact of the First Party and pursuant to discussions and clarifications made between them, Promoter/Vendor has agreed to sell a constructed property of residential unit having **Flat No. ____**, containing by admeasurements ____ Sq. Mtrs. (Rera Carpet Area) & Balcony area ____ Sq. Mtrs. & Wash area ____ Sq. Mtrs., total ____ Sq. Mtrs. on _____ floor of **Block ____** of the said scheme/project to the

Allottee/Purchaser, hereinafter referred to as "**the said unit/property**" in this agreement along with proportionate land share of ____ **Sq. Mtrs.** (undivided share) and usage rights of common amenities and facilities of the said scheme, whichever fully described in the **Schedule-C** written hereunder.

Proportionate land share in said land as well as undivided rights in common amenities and facilities provided in said scheme are jointly hereinafter referred to as "common area" in this agreement.

Said Unit and Common Area hereinabove are jointly hereinafter referred to as "the said unit/property" in this agreement, whichever fully described in the **Schedule-A** written hereunder.

Inside area of internal walls of said unit/property is considered as Carpet Area, but outside walls and balcony are not included therein, but internal partition walls of said unit/property is part of the Carpet Area.

- (K) Upon request and demand of the Allottee/Purchaser, Promoter/Vendor has provided him/her/them entire details and information of said scheme/project like approved plans, specifications, rajachitthi, details of design prepared by Recognized Architect **VIKRAM SHARMA** along with the title deeds, orders, approvals, permissions and revenue records of said land etc with details of common area of said scheme/project whichever necessary as per Real Estate (Regulation & Development) Act, 2016 (said act) and The Gujarat Real Estate (Regulation & Development) Act (said rules) etc, however the Allottee/Purchaser has checked and verified the same himself/herself/themselves as well as his/her/their legal advisor and also he/she/they is/are having full satisfaction in this regard.
- (L) Promoter/Vendor shall have to obtain necessary Building Use (B.U.) Permission from Ahmedabad Municipal Corporation or competent authority after completion of construction of said scheme/project entirely within the period of this agreement following conditions herein and thereafter final sale

deed of the said unit is to be executed and registered with consent of the Purchaser.

- (M) In accordance with above, Promoter/Vendor has commenced development work of the said scheme/project, as per acts and rules in execution, hence the Promoter/Vendor has registered said scheme before the Real Estate Regulatory Authority under provisions of the said act and rules having its Registration No.PR/GJ/AHMEDABAD/AHMEDABAD CITY/AMC/_____/____ and copy thereof is attached herewith by **Annexure-B.**

- (N) Allottee/Purchaser has paid **Rs._____ (Rupees _____ Only)** to the Promoter/Vendor being booking/part payment out of total sale consideration amount of the said unit, and according to this fact Allottee/Purchaser has already paid Part Payment out of total consideration being booking/part payment hence this Agreement For Sale in respect of the said unit as per provisions of Section-13 of said act is necessitated to execute by Promoter/Vendor in favour of the Allottee/Purchaser.

- (O) Thus, the Promoter/Vendor has agreed to sell the said unit to the Allottee/Purchaser pursuant to information given to each other with proposals, assurances, indemnities for a total sale consideration amount of **Rs._____ (Rupees _____ Only)** and this Agreement For Sale (without possession) is hereby executed to that effect as per terms and conditions agreed and decided mutually by and between the above parties.

:- CONDITIONS :-

- (1) Promoter/Vendor will construct total 113 (one hundred thirteen) units of Block-A to Block-C (75 residential flats and 38 commercial shops) consisting of Basement, hollow plinth and Ground floor open space for Parking while residential and commercial units from First floor to Seventh

floor of said scheme/project as per approved plans, designs and specifications. However if any alterations-additions are being changable in construction of said scheme/project pursuant to implementation and/or enforcement in any act/law from time to time either from the State Government or Central Government, then Promoter/Vendor will provide such alterations-additions in construction of the said unit or block/building, however any other alterations-additions have to be made in construction of said scheme/project including construction of said unit, those will be performed by the Promoter/Vendor with consent of the Allottee/Purchaser in writing.

- (A) Promoter/Vendor has agreed to sell the said unit bearing **Flat No.____**, containing by admeasurements **____ Sq. Mtrs.** Carpet Area, **____ Sq. Mtrs.** Balcony Area & **____ Sq. Mtrs.** Wash Area on **_____ floor** of **Block-__** together with **____ Sq. Mtrs.** undivided proportionate land share in entire land of said scheme to the Allottee/Purchaser for total consideration of Rs.____ (Rupees _____ Only) along with rights to use common amenities and facilities provided in said scheme.
- (B) Allottee/Purchaser has paid below mentioned amount to the Promoter/Vendor as a Part Payment towards booking of the said unit out of total consideration amount till today and details of the amounts are mentioned hereunder, and the Promoter/Vendor has to adjust with the Allottee/Purchaser against total consideration amount at the time of final sale deed.

// Details Payment Schedule //

- 1(c) The ALLOTTEE has paid on or before execution of this agreement a sum of Rs.____ (Rupees _____ only) (not exceeding 10% of the total consideration) as part consideration amount and hereby agrees to pay to that PROMOTER the balance amount of Rs _____ (Rupees

_____) in the following manner or as may be mutually agreed by
and between the PROMOTER and ALLOTTEE hereto:-

- i. Amount of Rs. _____/- (Rupees _____) (not exceeding 30% of the total consideration) to be paid to the PROMOTER after the execution of Agreement
- ii. Amount of Rs. _____/- (Rupees _____) (not exceeding 45% of the total consideration) to be paid to the PROMOTER on completion of the Plinth of the building or block in which the said Apartment is located.
- iii. Amount of Rs. _____/- (Rupees _____) (not exceeding 70% of the total consideration) to be paid to the PROMOTER on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- iv. Amount of Rs. _____/- (Rupees _____) (not exceeding 75% of the total consideration) to be paid to the PROMOTER on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- v. Amount of Rs. _____/- (Rupees _____) (not exceeding 80% of the total consideration) to be paid to the PROMOTER on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs. _____/- (Rupees _____) (not exceeding 85% of the total consideration) to be paid to the PROMOTER on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

vii. Amount of Rs. _____/- (Rupees _____) (not exceeding 95% of the total consideration) to be paid to the PROMOTER on completion of the lifts, water "pumps, electrical fittings, electro, mechanical and environment, requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs. _____/- (Rupees _____) against and at the time of handing over of the possession of the Apartment to the ALLOTTEE on or after receipt of occupancy certificate or completion certificate.

(C) Allottee/Purchaser will have to pay rest of sale consideration amount out of total consideration amount to the Promoter/Vendor.

(D) Till final sale deed of the said unit, payable G.S.T., education cess and/or any type of other taxes, charges etc are not included in the total consideration amount and these amounts are to be paid by Allottee to the Promoter separately.

(E) Above mentioned total consideration amount is an amount of said unit without any type of excess, subject to increment in development charges or applicable taxes, charges etc by the competent government regional authority due to any reason. And prior to implementation of such amendment in taxes, charges, expenses, First Party hereby indemnity that the First Party has to

provide to the Second Party necessary circulars, proclamations, orders, rules of the government authority in this regard and have to inform about it. And thereafter the First Party can make demand of such excess amount from the Second Party, and such excess amount is to be appended in stagewise amounts of consideration being paid.

- (F) Measurement of Carpet Area of the said unit has been checked by the Allottee, and after construction to that accordance and after obtaining B.U. Permission thereof, Carpet area of said unit has to be counted to the Allottee/Purchaser and if area varied more than 3% (three percent) of decided area, both parties will have to do measurement of carpet area jointly and if carpet area becomes less than decided area, then Promoter/Vendor shall have to refund proportionate amount pursuant to the decreased area to the Allottee/Purchaser within 45 (forty five) days along with 12% (twelve percent) simple rate of interest thereon although area increased than decided area, then Allottee/Purchaser shall have to pay amount of difference to the Promoter/Vendor within the period of this agreement.
- (G) Allottee/Purchaser hereby allow rights to the Promoter/Vendor to make expenses for completion of said scheme/project or any part thereof as well as pay applicable taxes out of the payment made by the Allottee/Purchaser being consideration of said unit, and the Vendor can make expense as per desire of the Promoter/Vendor, and the Allottee/Purchaser cannot create any type of objection or dispute to that regard and also cannot instruct the Promoter/Vendor how to use such amount/s.
- (2) 1... Promoter/Vendor hereby confirm that the Promoter/Vendor is binding to abide with and follow all conditions, resolutions and other restrictions regarding prior approved plans of the scheme whatever implement at the time of obtaining B.U. Permission for the said unit or prior

to handing over physical possession of the said unit or during approval of said scheme/project by the competent authority.

2... Time Limit is an essence for the Promoter/Vendor and Allottee/Purchaser of this agreement. Promoter/Vendor shall obey time limit period pursuant to the completion of said scheme/project, arrangement of the common area as well as handing over physical possession of the said unit.

Allottee/Purchaser shall have to make payment to the Promoter/Vendor regularly from time to time of construction stage or by instalment mentioned in above Para-1 (C) and also Allottee/Purchaser will have to obey other conditions (Payment Plan) of this agreement. (Payment Plan)

- (3) Promoter/Vendor hereby declares that, the FSI (Floor Space Index) of said project land is available for 5644.80 Sq.Mtrs. as on today and if in future different schemes of GDCR (General Development Control Regulation) and encouragement scheme regarding FSI, TDR and thus organized to use 8467.20 Sq.Mtrs. FSI availing above benefits. That the Promoter/Vendor has declared 8429.56 Sq.Mtrs. FSI for development of the said scheme/project is going to develop in accordance with the exist available FSI although only Promoter/Vendor will have right on the rest FSI, and on the basis of above facts, Allottee/Purchaser has agreed to purchase the proposed construction of said unit.

Vendor hereby indemnify that, after obtaining Building Use (BU) Permission and after execution of the sale deed, Additional Future FSI (Floor Space Index) and Terrace Right will be of the "Association of Allottees" it means "Society" and the Vendor does not have any type of right or share thereon.

- (4) 1... If the Promoter/Vendor not handing over possession of the said unit to the Allottee/Purchaser within the period of this agreement following conditions herein and in those circumstances if the Allottee/Purchaser wants to continue to purchase the said unit with conditions of this agreement and

liabilities then the Promoter/Vendor shall have to pay annual interest @ MCLR RATE+2% to the Allottee/Purchaser on amount paid by Allottee/Purchaser for delayed period of handing over possession of said unit. Similarly if the Allottee/Purchaser fails to pay amount of instalment to the Promoter/Vendor as per payment schedule of this agreement then Allottee/Purchaser will have to pay annual interest @ MCLR RATE+2% to the Promoter/Vendor on due amount for the delayed period of amount.

2... If the Allottee/Purchaser fails to pay amounts of payment plan schedule along with proportionate payment of the payable taxes, charges, cesses and if the Allottee/Purchaser fails three or more times to pay continuous monthly instalment then Promoter/Vendor will be entitled to cancel this agreement with securing its right to recover annual interest from the Allottee/Purchaser as per above Para-4(1).

If the Promoter/Vendor decides to cancel this agreement, in that circumstance the Promoter/Vendor shall have to issue notice for 15 (fifteen) days in writing to the Allottee/Purchaser by Registered Post A.D. at the address given by the Allottee/Purchaser and by Email, however upon receiving the notice if the Allottee/Purchaser could not rectify his/her/their failure within the period of 15 (fifteen) days, Promoter/Vendor will definitely cancel this agreement on completion of the said notice period.

Further in case of cancellation of this agreement, Promoter /Vendor shall have to return amounts paid by the Allottee/Purchaser through Payment Plan or by monthly instalment within 30 (thirty) days from the date of cancellation of this agreement legally after deduction of 10% (ten percent) amount from total payment deposited by the Allottee/Purchaser.

- (5) Details of amenities and specifications to be provided by the Promoter/Vendor in said scheme/project are mentioned in the **Schedule-C.**

- (6) Promoter/Vendor will have to hand over physical possession of the said unit to the Allottee/Purchaser till **31/03/2023** following other conditions of this agreement as well as liabilities of the parties herein. Apart from reason out of control of the Promoter/Vendor or its agent, if the Promoter/Vendor fails to hand over possession of the said unit to the Allottee/Purchaser within the time period then Promoter/Vendor has to return amount of consideration back to the Allottee/Purchaser along with interest as per above Para-4(1) from the date of payment of such consideration.

But if construction of said unit not completes caused below mentioned reasons and possession of said unit could not hand over, then the vendor can extend reasonable time period to hand over possession of said unit to the allottee/purchaser.

=> any war, natural calamity or human being crises or social riots etc

=> in case of any implementation or proclamation in laws, acts, rules, order and/or resolution of the central government, state government, regional authority or development authority

=> strike of the masoners / labour persons and/or suppliers of the building materials

- (7) Procedure to hand over and obtain possession

1... Allottee/Purchaser pays sale consideration amount for said unit along with all types of amounts with other expenses, taxes, charges, cesses etc as mentioned in this agreement, and thereafter Promoter/Vendor becomes ready to hand over possession of said unit to the allottee/purchaser, then the allottee/purchaser shall have to obtain vacant, peaceful and physical possession of the said unit from vendor, and since then the allottee/purchaser will be binding to pay amounts to the Promoter/Vendor and/or service society, like administration expenses

towards administration of the said scheme along with contribution in this regard, if any.

2... Allottee/Purchaser can obtain possession of the said unit from Promoter/Vendor within 15 (fifteen) days from the notice issued by the Promoter/Vendor in this regard.

3... Failure to obtain possession

After information from Promoter/Vendor about handing over vacant possession of said unit, Allottee/Purchaser will have to pay balance consideration amount along with other payable amounts to the Promoter/Vendor with assurances, indemnity bonds and other writings mentioned in this agreement. And if the Allottee/Purchaser fails to do so then he/she will be binding to pay such due amounts with interests along with monthly administration expenses with interests to the Promoter/Vendor or service society.

4... If any fault or damage founds in structure or construction of said unit and/or building or mistake in general services within FIVE years from date of handing over possession of said unit, then the Promoter/Vendor will be informed in writing and on receiving such information, Promoter/Vendor will have to solve all such difficulties with own expenses as soon as possible however if it is not possible to remove such difficulties then it will be solved as it could be convenient to each other.

Notwithstanding such difficulties in construction were occurred due to circumstances out of control of the Vendor /Promoter, natural calamities, fault of the masonry, inappropriate usage by the allottee/purchaser/members or anybody then the Vendor shall not be binding to do any additions or allow any compensation in this regard.

5... Allottee/Purchaser shall become absolute and entire owner, occupier and possessor of the said unit after execution of final sale deed, therefore the Allottee/Purchaser shall have to use the said unit appropriately with noticing intimations like, said unit or its part may be damage caused rough use of water, acid chemical as well as hot water in washroom, bathroom, kitchen, washbasin, doors, windows, net etc, and further screw, nut, bolt, viser, packings might be damaged, further common lifts will be used by the skilled and proper aged persons whosoever having sufficient information thereof, so that such damages and accidents caused thereto could be waived. Allottee/Purchaser will be binding to to use the said unit as well as common amenities viewing above points otherwise Allottee/Purchaser and all members of scheme shall stand responsible for any damage/loss caused due to above reasons and the Vendor will not be responsible for the same.

- (8) Allottees/Purchasers of **Flat** shall have to use said unit only for **RESIDENTIAL** purpose while Allottees/Purchaser of **Shop** shall have to use said unit only for **COMMERCIAL** purpose AND parking arrangements provided in basement as well as open space provided for parking on ground floor are to be used properly to park vehicles of the owners only.
- (9) All buyers/purchasers/members of the scheme have to establish an association or service society for proper administration and management of common area, common amenities and common facilities provided in said scheme, and such association/service society will be referred hereinafter as "said society" and have to initiate procedure to register such association/service society properly, and for that purpose necessary papers, list of the members with designation of executive members, by-laws and applications etc given by Promoter/Vendor to the Allottee/Purchaser, those will be returned by Purchaser to the Vendor with seals and signatures within

7 (seven) days. However if any changes, additions or alterations suggested by the District Registrar of Co-Operative Societies or Registrar of Companies or any competent authority in by-laws of the society, then Purchaser cannot create any type of objection, dispute, hitch and/or hindrance in this regard.

Allottee/Purchaser will be binding to pay the proportionate amount of expenses towards undivided rights in common areas, taxes, charges, revenue cess, administration expense, conversion taxes, insurance, water charges, common repairing as well as maintenance expenses, common electric expenses, preservation of common amenities and facilities, expenses towards the additions and alterations, salary/remuneration to the security guards, chowkidars, sweepers, accountant, clerk etc from the date of handing over possession of said unit to the Allottee/Purchaser by Promoter/Vendor. Until establishment/registration of the proper service society/association/institution/maintenance company, Allottee/Purchaser will have to pay an affixed amount towards above expenses to the Promoter/Vendor and also amounts of deposit, whichever deposited by the Allottee/Purchaser will be in custody of the Promoter/Vendor without any interest, and the Promoter/Vendor will make above mentioned expenses from such deposit amount.

- (10) If any amount of expense payable for the said scheme but not mentioned in any clause of this agreement, then such amount of expense will be paid by the Allottee/Purchaser in proportion to his/her/their undivided share of the said unit, from the date of handing over possession execution of final sale deed of said unit in favour of the allottee/purchaser whichever occurs first thereof to the Promoter/Vendor.
- (11) Allottee/Purchaser will have to pay amounts towards necessary applications constitution of said society/maintenance company/association, prepare by-

laws thereof, submit the same before the competent authority, prepare papers relating to that, prepare deeds for the same, conducting all acts for registration thereof, appoint legal advisor, advocate, solicitor, chartered accountant etc, pay fees to them and other allied charges and expenses etc for proper management and administration of the said scheme separately pursuant to the proportionate share in respect of the said unit.

- (12) Rights towards undivided proportionate share in the said land, is/are allowable to the Allottee/Purchaser and accordingly deed for said land is executable in favour of said society however necessity arise to execute final sale deed for the said land in favour of the society, Allottee/Purchaser will be stand responsible to pay amounts proportionately towards stamp duty, registration fee and other payable amounts for handing over common area, common amenities and common facilities etc provided in the said scheme.

(13) Assurances and indemnities of the Vendor

1... Promoter/Vendor of this agreement has obtained Title Clearance Certificate from recognized advocate regarding clear and marketable rights and titles of said land, and holding physical possession of said land legally, thus the Promoter/Vendor is having full right and authority to float said scheme on the said land.

2... Promoter/Vendor has all necessary and obtainable orders/permissions from competent office/officer for development of the said scheme.

3... There is no any type of obstruction in the said land as mentioned in the title report.

4... Any type of orders or cases, claims are not pending at present in any court of law against the said land.

5... Promoter/Vendor has obtained all necessary obtainable orders, permissions from the competent authorities for said land, said scheme/project and the said unit following legal procedures to that regard.

6... Promoter/Vendor is entitled to execute this Agreement for Sale for the said property legally and also the Promoter/Vendor has not conducted any act/s whichever damages and/or affects rights, titles of the said property.

7... Promoter/Vendor has not executed any type of writings, agreements, transactions in favour of any persons/s, developer or firm for and regarding said scheme/project or any part thereof or said unit whichever affects the allottee/purchaser of said unit.

8... Promoter/Vendor is not obstructed or prohibited for execution of any deed/agreement regarding sale/transfer of said unit in favour of the allottee/purchaser and the Promoter/Vendor hereby indemnified for the same.

9... On completion of sale of all units of said scheme/project, the promoter/vendor will hand over entire account regarding administration deposit amount received for management of common amenities, facilities and common areas of the said scheme along with amount of expense made therefrom, to the service society constituted for management of said scheme.

10... Promoter/Vendor will have to continue all payments towards administration expenses, taxes, charges, levies, cess, land revenue and other payable amounts for said property proportionately till handing over possession of said unit to the allottee/purchaser or execution of final sale deed of said unit in favour of the allottee/purchaser whichever occurs first.

11... Any type of proclamation, circular, order or private notice is/are not issued by any regional/central/state government to the Promoter/Vendor in respect of said land for the purpose to acquire the same or any part thereof.

(14) Purchaser himself/herself/themselves and on behalf of his/her/their family members, hereby assure and indemnify the Vendor that,

1... Since handing over possession of said unit to the allottee/purchaser, he/she has to take care and manage the said unit himself/herself with own risks and expenses. And has not to make any type of changes in the said unit whichever damages other portions of said scheme however the Allottee/Purchaser can make such allowable changes in the said unit only after obtaining prior permission from the Promoter/Vendor or Society or Competent Officer/Authority in writing.

2... Allottee/Purchaser has not to keep any illegal and inflammable things, materials, items, liquid in the said unit, whichever damages internal or external portion of said unit and/or said scheme/project. Further the allottee/purchaser has not to stock any type of material on stair, common space, common passages whichever damages gate of said scheme and common amenities and facilities thereof however if the purchaser do such acts then the purchaser will be stand liable towards any losses, damages, expenses occurs caused to that.

Parking arrangement for unit holders of the scheme is arranged in the basement execution of final sale deed of said unit in favour of the allottee/purchaser whichever occurs first as each member might avail the parking space in the scheme with a unique intention that traffic nuisance not created in the scheme in future, therefore each member hereby binding that he/she/it/they has/have to use own parking only at any time in future, and not to use other parking space except the parking provided for the purpose.

3... Allottee/Purchaser has not to make any type of illegal changes in the internal or external portion of said unit or any portion of RCC beam, ceiling, column, slab etc caused which such portions might be damaged, and also has not to make any type of changes in colour of external walls or elevation of

said unit. Any type of changes are not allowed in water, gutter or electric connections of said unit without prior written consent/permission of the promoter/vendor or society or regional / competent authority, however if the allottee/purchaser will do the same then the allottee/purchaser stands responsible for all consequences occurred due to such acts.

4... Name of the said project is and will be continue as "**Satyamev Royal-3**" for always and it cannot be changed any how in any circumstances.

5... Allottee/Purchaser has not to conduct any acts caused which, amount of insurance or premium payable increases however if allottee/purchaser conducts the same then he/she will be stand responsible to pay such excess payable amount of insurance at all times.

6... Sweepers and Cleaners shall be employed for proper cleaning of said scheme/project, hence the allottee/purchaser has not to throw dry or wet garbej at any portion or anywhere in the project/scheme and thus has not to create ditrtiness, although collect such garbej in own unit on daily basis and it will be given to the sweeper/cleaners of the scheme/project from time to time.

7... Allottee/Purchaser without any argument/discuss, will have to deposit the amounts towards security deposit and/or monthly maintenance expenses to the promoter/vendor or said society within 10 (ten) days from the date of demand from such authority.

8... Allottee/Purchaser will have to pay amounts towards payable taxes, bills, charges, cesses, insurance etc for the said unit to the regional competent authority/office from time to time, and also any amount increases caused changes in the said unit by allottee/purchaser then such amount is to be paid from time to time regularly.

9... Allottee/Purchaser cannot sale, convey, lease, transfer or assign benefits of this agreement to anybody else, until payable amounts not paid to the promoter/vendor or society for said unit and until prior permission in writing is not issued by the promoter/vendor or society.

10... Allottee/Purchaser will have to abide with by-laws, rules-regulations for proper management and administration of the said scheme/project, whatever affixed by promoter/vendor and/or said society together with all alterations, additions, changes therein from time to time. Further allottee/purchaser have to follow all acts/laws together with changes, alterations therein by central/state government or regional authority from time to time, and caused that if any amount for the said unit founds to pay proportionately, the same will be paid by allottee/purchaser at that time.

11... Promoter/Vendor and its surveyor, employees, servants etc shall allow entry of the Allottee/Purchaser in the said Unit at proper time to inspect and observe condition of the said unit.

- (15) Promoter/Vendor will have to open account with a reputed bank in the name of service society regarding deposition of amounts recovered by the Promoter/Vendor towards common maintenance deposit, amount for establishment of the society, payment to the legal advisor etc and these amounts have to be deposited in such account and also the same to be utilized only for its proper purpose.
- (16) Any subject, thing not mentioned in this agreement will not be considered as a part of the said scheme and also right thereof will not be deemed being right concerned to the unit, and any other right will not be allowed except the undivided proportionate right towards common area. Further the open portions, passages, terrace, parking, basement, lobby and stair as well as other common areas shall be considered as in the ownership of promoter/vendor until sale/transfer thereof.

- (17) From the date of this agreement, promoter/vendor cannot encumber or mortgage the said unit anyhow and cannot create any type of charge as above, however if the promoter/vendor conducts the same that will not be affected rights of allottee/purchaser availed by virtue of this agreement.
- (18) This agreement will be given to the allottee/purchaser for checking purpose, but any type of liability not creates caused to that. Provisions mentioned in this agreement shall not be deemed in execution until allottee/purchaser subscribed his/her signature/s herein with consent to that regard and binding of payment as per details of payment plan mentioned herein and return the same to the promoter/vendor within 30 (thirty) days and/or not register the same as per instructions of the promoter/vendor. If the allottee/purchaser fails to subscribe his/her signature/s on this agreement, to register and handover the same to the promoter/vendor within 30 (thirty) days, then the promoter/vendor will inform the allottee/purchaser to rectify the mistake by 15 (fifteen) days notice in writing however if the allottee/purchaser fails to rectify his/her mistake and do in accordance with the above instructions, promoter/vendor will be entitled to cancel booking application of the allottee/purchaser for the said unit and caused that, promoter/vendor will have to refund amount to the allottee/purchaser paid by him/her, without any interest and/or compensation thereon after forfeiting amount of 10% (ten percent) of deposited amount being administration charges and by virtue of this agreement, the allottee/purchaser hereby bind with this fact and give confirmation in this regard by subscribing signature hereunder.
- (19) Schedule, Annexure etc described in this agreement is creates constitution between the parties of this agreement towards sale transaction and by virtue of this, any oral and/or writing any agreement, allotment, correspondence, understanding whatever made between the parties herein for the said unit are

included in this agreement and therefore same is/are hereby considered as cancelled.

- (20) Terms and conditions of this agreement could be changes and/or altered with consent of both the parties in writing.
- (21) Terms, conditions and provisions mentioned in this agreement shall be binding always to the allottee/purchaser of said unit and his/her family members, legal heirs, successors, executors, administrators as well as owners, occupiers from time to time. Further he/she/they is/are indemnified to bind with the same and the fact hereby accepted and confirmed by the allottee/purchaser herein.
- (22) If terms, conditions or provisions mentioned in this agreement are proven as improper or ineffective as per orders of any court of law/tribunal or act/rule of central/state government, in those circumstances such term/condition/provision will be rectified or that will be cancelled and new term, condition or provision will be replaced against that, and the same will be binding to both the parties herein although caused that, other terms, conditions, provisions of this agreement shall not be affected anyhow.
- (23) Undivided proportionate share, right and interest to said unit is given to the allottee/purchaser of said unit in accordance with carpet area thereof jointly with other allottees/purchasers of said scheme/project, and the allottee/purchaser herein have to get constitution in execution according to such undivided proportionate share.
- (24) If any writings, deeds, documents are necessitated for proper implementation of sale transaction of said unit under terms, conditions, provisions mentioned in this agreement, then both the parties shall execute such writings, deeds, documents in favour of the other part without any type of argument, dispute and/or objection to that regard.

(25) This Agreement for Sale is being executed at the office of the promoter/vendor or at any site in Ahmedabad convenient to both parties although promoter/vendor and/or its authorized person or power of attorney holder has to subscribe signature in this agreement, and the same is to be registered before the competent registrar/sub-registrar office or the competent registrar officer, and this agreement will be considered as in execution accordingly.

(26) Allottee/Purchaser or Promoter/Vendor or its authorized person has/have to produce this Agreement for Sale as well as Sale Deed or any deed for the said unit before the competent registrar's office for registration purpose within the stipulated time limit.

(27) Pursuant to this agreement for the said unit, all necessary correspondences will be sent to the parties herein Promoter/Vendor and Allottee/Purchaser at their below mentioned address through Registered Post A.D. as well as E-mail and/or proper Postal Method, and correspondence made accordingly will be considered as accepted by the parties.

After execution of this agreement, if any particular of promoter/vendor or allottee/purchaser changes or rectifies, the same will be informed by the concerned party to the other party in writing, and in the circumstances of not informing accordingly correspondence made at the addresses as per last updated details will be binding to the parties herein.

(28) In the circumstances of more than one allottees for said unit, necessary correspondences shall be made in the name of first named allottee/purchaser at his/her address and such type of correspondences shall be considered as sent to as well as received by all allottees/purchasers.

(29) Expenses towards payable stamp duty, registration fee for and towards registration of this Agreement for Sale as well as Sale Deed of said unit

along with other papers, writings etc mentioned in this agreement, are and will be borne by the Allottee/Purchaser herein.

- (30) If any dispute or difference of opinion creates between the parties herein in respect of any points, terms, conditions, clauses, provisions of this agreement or responsibilities herein, the same will be solved through discussions between them however the same is/are not solved, that will be disposed through Competent Officer or Appellate Tribunal authorized under provisions of The Gujarat Real Estate Regulatory Authority.
- (31) All common area, common amenities and facilities provided in the said scheme/project shall subordinate to the Service Society hence the Service Society can administrate the same.
- (32) At any time in future, if any provision of this agreement decide as "not in execution" as per acts and rules constituted under the above said Act, then such non-implemented provision of this agreement will be considered and/or rectified as per provisions of said act and rest of provisions of this agreement shall be in execution in accordance of said constituted act/law/rule.
- (33) Promoter cannot create charge/mortgage on the unit for which the Promoter has executed agreement like this, however if any type of lien/charge/mortgage creates in future then such charges shall not affect Right and Interest of the Allottee towards such property, even charge was created but not valid under the provisions of any act/law/rule in this regard.
- (34) Acts and Laws applicable for India at present and prevailing from time to time are applicable for liabilities and questions arose pursuant to terms, conditions and provisions of this agreement, and jurisdiction towards liabilities as well as terms and provisions of this agreement will be at AHMEDABAD.

SCHEDULE-A
(Description of Property)

ALL THAT piece or parcel of the property of **Flat No. ____**, containing by admeasurements ____ Sq. Mtrs. (Rera Carpet Area) & Balcony area ____ Sq. Mtrs. & Wash area ____ Sq. Mtrs., total ____ Sq. Mtrs. on _____ floor of **Block ____** in the scheme known as “**Satyamev Royal-3**” constructed on the Non-Agricultural land bearing Sub Plot No. 229/1/1, containing by admeasurements 3136 Sq. Mtrs. of Final Plot No. 229, containing by total admeasurements 8438 Sq. Mtrs. (allotted in lieu of Survey No. 286/1, containing by total admeasurements 14086 Sq. Mtrs.) of T.P. Scheme No. 69, situate, lying and being within the sim of mouje TRAGAD, Taluka Ghatlodia in the Registration District Ahmedabad and Sub-District of Ahmedabad-8 (Sola).

Details of four boundaries of the said property are as under:

Towards East :

Towards West :

Towards North :

Towards South :

The above referred Agreement for Sale is executed by us willingly after reading, understanding and thinking the same in full sense of mind and consciously, which is agreed and bound to both the parties hereto and their successors, executors, administrators and assignees etc.

IN WITNESS WHEREOF the parties herein have put their hands today on this _____ day of _____, 2019 at AHMEDABAD.

Signed, Sealed and Delivered

by the within named First Party:-

"Shree Gayatri Satyamev Realty Pvt.

Ltd." a company through its Director,

Vijay Naranbhai Patel

In the presence of following two witnesses:-

1) _____

2) _____

SCHEDULE-B

Copy of floor plan of said unit is given separately

SCHEDULE-C

Details of common amenities and common facilities

ANNEXURE-A

Copy of layout plan and rajachitthi relating to the said unit
is given separately

ANNEXURE-B

Copy of RERA Registration Certificate is given separately

ANNEXURE-C

List of specifications of said property with amenities provided in the scheme

(1) Structure:

⇒ Earthquake proof R.C.C. Frame

(2) Plaster:

⇒ Single Coating Internal Mala Plaster with Birla Putti, and External Plaster with Tippani with as per Plan of Architect

(3) Flooring:

⇒ Vitrifide tiles at particular space in each room

(4) Kitchen:

⇒ Granite platform and S.S. Sink with designer tiles till Lintel Level

(5) Toilet:

⇒ Toilet with plumbing and designer tiles of good company and good quality till Lintel Level

(6) Door and Window:

⇒ Alluminium section powder coating sliding with marble seal, and decorative main door and flush door of internal rooms and wooden frame with decorative fittings of good quality etc

(7) Electrical:

⇒ Essential copper wiring point as per necessity like light, fan, plug etc

(8) Common Amenities:

⇒ Internal Gate, Security, 24 hours water, C.C.T.V. Camera, Landscapped Garden, Senior Citizen Seating, Children Play Area, Allotted Parking, Lift etc

SCHEDULE AS PER SECTION 32(A) OF THE REGISTRATION ACT

FIRST PART - VENDOR :-

"Shree Gayatri Satyamev Realty Pvt. Ltd."

A company through its Director,

Vijay Naranbhai Patel

SECOND PART - PURCHASER :-

(1) Name:

(2) Name:

AGREEMENT FOR SALE
(WITHOUT POSSESSION)

=====

Agreement for Sale (Without Possession) of **Shop No. ____**, containing by admeasurements ____ Sq. Mtrs. (Carpet Area) having ____ Sq. Mtrs. on _____ floor in the scheme known as “**Satyamev Royal-3**” constructed on the Non-Agricultural land bearing Sub Plot No. 229/1/1, containing by admeasurements 3136 Sq. Mtrs. of Final Plot No. 229, containing by total admeasurements 8438 Sq. Mtrs. (allotted in lieu of Survey No. 286/1, containing by total admeasurements 14086 Sq. Mtrs.) of T.P. Scheme No. 69, situate, lying and being within the sim of mouje TRAGAD, Taluka Ghatlodia in the Registration District Ahmedabad and Sub-District of Ahmedabad-8 (Sola).

=====

First Party :- "Shree Gayatri Satyamev Realty Pvt. Ltd."

Vendor :- (PAN : AAOCS 4481 L)

A company registered under the companies act, 1956 under Reg. No. U45201GJ2010 PTC061091 on dated 14-6-2010 having its Registered Head Office at 301, Anand-I Pride, Near Dwarkesh Business Hub, Tapovan-Visat Road, Motera, Ahmedabad-382424 through its Director,

Vijay Naranbhai Patel

(AADHAAR : 9965 7694 6643)

Aged about 47 years, Hindu by Religion, Occupation Business, Residing at 469/3, Near Bharat Lamp, Chandkheda, Ahmedabad.

Hereinafter referred to as First Party or Vendor in this Agreement for Sale. Which expression shall unless it be repugnant to the context or meaning thereof mean and include the First Party–Vendor-Company, its present and future directors, managers, designators, members, authorised persons, and his/her/their successors, administrators, executors, assignees etc.

Purchaser : (1) _____

Second Party : (PAN : _____)

(Aadhaar : _____)

Aged about ____ years, Occupation _____,

(2) _____

(PAN : _____)

(Aadhaar : _____)

Aged about ____ years, Occupation _____,

Both are _____ by Religion and Residing at _____.

Hereinafter referred to as Second Party or Purchaser. Which expression shall unless it be repugnant to the context or meaning thereof mean and include the the purchaser, second party and his/her/their heirs, successors administrators, executors, assigns etc.

WHEREAS

- (A) Non-Agricultural land bearing Sub Plot No. 229/1/1, containing by admeasurements 3136 Sq. Mtrs. of Final Plot No. 229, containing by total admeasurements 8438 Sq. Mtrs. (allotted in lieu of Survey No. 286/1, containing by total admeasurements 14086 Sq. Mtrs.) of T.P. Scheme No. 69, situate, lying and being within the sim of mouje TRAGAD, Taluka Ghatlodia in the Registration District Ahmedabad and Sub-District of Ahmedabad-8 (Sola) is independently owned occupied and possessed by Promoter/Vendor/Company, "**Shree Gayatri Satyamev Realty Private Limited**" free from all encumbrances without any type of objection or dispute of anybody which is running in the name of Vendor/Promoter/Company, "**Shree Gayatri Satyamev Realty Private Limited**" in the record of government semi government authorities, hereinafter referred to as "**the said land**" in this Agreement.
- (B) Thereafter, the Hon. District Collector, Ahmedabad has granted Non-Agricultural Use Permission for the said land bearing Final Plot No. 229 containing by admeasurements 8438 Sq. Mtrs. (allotted in lieu of Survey No. 286/1, containing by admeasurements 14063 Sq. Mtrs.) of T.P. Scheme No. 69 for multi-purpose by their Order No. ACB/TNC-4/N.A./Tatkal/S-65/S.R.

258/2017, dated 21-9-2017 and entry to that effect was mutated in the Mutation Register vide Entry No. 4309, dated 25-1-2018.

- (C) Thereafter, the owner and occupier of the land, Chandrikaben alias Kokilaben d/o Keshavlal has sold and conveyed the said non-agricultural land bearing Final Plot No. 229, containing by total admeasurements 8438 Sq. Mtrs. **Paiki Sub Plot No. 229/1 Paiki**, containing by admeasurements **3136 Sq. Mtrs.** to M/s. Sanskrut Procon LLP, a partnership firm by sale deed, duly registered in the office of the sub-registrar of Ahmedabad-8 (Sola) on dated 12-3-2018 under Serial No. 4472 and entry to that effect mutated in Mutation Register by Entry No. 4329 dated 16-3-2018.
- (D) Thereafter, Ahmedabad Municipal Corporation has sanctioned the plans for the said land for residential purpose and also issued a Commencement Certificate under (1) Case No. BLNTI/NWZ/061218/CGDCRV/A0936/R0/M1 and Rajachitthi No. 01825/061218/A0936/R0/M1 for 75 residential units and 38 non-residential units, dated 15-5-2019 (hereinafter referred to as "the rajachitthi" in this agreement) and copy of necessary layout plan & rajachitthi are attached herewith as Annexure-A.
- (E) Thereafter, the Ahmedabad Municipal Corporation has divided the land of Sub Plot No. 229/1, containing by total admeasurements 5828 Sq. Mtrs. in two parts (1) Sub Plot No. 229/1/1, containing by admeasurements 3136 Sq. Mtrs. and (2) Sub Plot No. 229/1/2, containing by admeasurements 2692 Sq. Mtrs. under Case No. LTS/NWZ/200218/CGDCR/A0643/M1 and Rajachitthi No. 00738/200218/A0643/M1, dated 17-5-2018.
- (F) Thereafter, the owner and occupier of the land, M/s. Sanskrut Procon LLP, a partnership firm through its partners Kaushikkumar Chandulal Patel and Piyushbhai Narendrabhai Patel sold and conveyed the said multi purpose non-agricultural land bearing Sub Plot No. 229/1/1, containing by total admeasurements 3136 Sq. Mtrs. of Final Plot No. 229 to **Shree Gayatri Satyamev Realty Private Limited** by sale deed, duly registered in the office

of the sub-registrar of Ahmedabad-8 (Sola) on dated 9-7-2019 under Serial No. 12888 and entry to that effect mutated in Mutation Register by Entry No. 4578 dated 18-7-2019.

- (G) Thereafter, the Promoter has organized a scheme/project of flat type residential units and shop type commercial units on the above said land in the name of "**SATYAMEV ROYAL-3**" as per approved plans and non-agricultural use permission.
- (H) Promoter/Vendor has agreed to develop total THREE buildings/blocks from "A" to "C" whichever consisting of parking in Basement and hollow plinth Ground floor while total 113 (one hundred thirteen) units from First floor to Seventh floor being 75 (seventy five) residential units and 38 (thirty eight) commercial shops.
- (I) Thus said land is in entire ownership and physical possession of the Promoter/Vendor without any type of objection, interruption of anybody, and accordingly Promoter/Vendor has entire right and power to develop the said land, organize scheme thereon, sell units, do and execute agreements for sale, deeds etc and accept amounts of considerations thereof etc.
- (J) Allottee/Purchaser desirous to purchase residential unit in the said scheme/project and therefore made contact of the First Party and pursuant to discussions and clarifications made between them, Promoter/Vendor has agreed to sell a constructed property of residential unit having **Shop No.** _____, containing by admeasurements _____ Sq. Mtrs. (Carpet Area) having _____ Sq. Mtrs. (Built-up Area) on _____ floor of the said scheme/project to the Allottee/Purchaser, hereinafter referred to as "**the said unit/property**" in this agreement along with proportionate land share of _____ **Sq. Mtrs.** (undivided share) and usage rights of common amenities and facilities of the said scheme, whichever fully described in the **Schedule-C** written hereunder.

Proportionate land share in said land as well as undivided rights in common amenities and facilities provided in said scheme are jointly hereinafter referred to as "common area" in this agreement.

Said Unit and Common Area hereinabove are jointly hereinafter referred to as "the said unit/property" in this agreement, whichever fully described in the **Schedule-A** written hereunder.

Inside area of internal walls of said unit/property is considered as Carpet Area, but outside walls and balcony are not included therein, but internal partition walls of said unit/property is part of the Carpet Area.

- (K) Upon request and demand of the Allottee/Purchaser, Promoter/Vendor has provided him/her/them entire details and information of said scheme/project like approved plans, specifications, rajachitthi, details of design prepared by Recognized Architect **VIKRAM SHARMA** along with the title deeds, orders, approvals, permissions and revenue records of said land etc with details of common area of said scheme/project whichever necessary as per Real Estate (Regulation & Development) Act, 2016 (said act) and The Gujarat Real Estate (Regulation & Development) Act (said rules) etc, however the Allottee/Purchaser has checked and verified the same himself/herself/themselves as well as his/her/their legal advisor and also he/she/they is/are having full satisfaction in this regard.
- (L) Promoter/Vendor shall have to obtain necessary Building Use (B.U.) Permission from Ahmedabad Municipal Corporation or competent authority after completion of construction of said scheme/project entirely within the period of this agreement following conditions herein and thereafter final sale deed of the said unit is to be executed and registered with consent of the Purchaser.
- (M) In accordance with above, Promoter/Vendor has commenced development work of the said scheme/project, as per acts and rules in execution, hence the

Promoter/Vendor has registered said scheme before the Real Estate Regulatory Authority under provisions of the said act and rules having its Registration No.PR/GJ/AHMEDABAD/AHMEDABAD CITY/AMC/_____/____ and copy thereof is attached herewith by **Annexure-B.**

- (N) Allottee/Purchaser has paid **Rs._____ (Rupees _____ Only)** to the Promoter/Vendor being booking/part payment out of total sale consideration amount of the said unit, and according to this fact Allottee/Purchaser has already paid Part Payment out of total consideration being booking/part payment hence this Agreement For Sale in respect of the said unit as per provisions of Section-13 of said act is necessitated to execute by Promoter/Vendor in favour of the Allottee/Purchaser.
- (O) Thus, the Promoter/Vendor has agreed to sell the said unit to the Allottee/Purchaser pursuant to information given to each other with proposals, assurances, indemnities for a total sale consideration amount of **Rs._____ (Rupees _____ Only)** and this Agreement For Sale (without possession) is hereby executed to that effect as per terms and conditions agreed and decided mutually by and between the above parties.

:- CONDITIONS :-

- (1) Promoter/Vendor will construct total 113 (one hundred thirteen) units of Block-A to Block-C (75 residential flats and 38 commercial shops) consisting of Basement, hollow plinth and Ground floor for Parking while residential and commercial units from First floor to Seventh floor of said scheme/project as per approved plans, designs and specifications. However if any alterations-additions are being changable in construction of said scheme/project pursuant to implementation and/or enforcement in any act/law from time to time either from the State Government or Central

Government, then Promoter/Vendor will provide such alterations-additions in construction of the said unit or block/building, however any other alterations-additions have to be made in construction of said scheme/project including construction of said unit, those will be performed by the Promoter/Vendor with consent of the Allottee/Purchaser in writing.

- (A) Promoter/Vendor has agreed to sell the said unit bearing **Shop No. _____**, containing by admeasurements _____ Sq. Mtrs. (Carpet Area) having _____ Sq. Mtrs. (Built-up Area) on _____ floor together with _____ **Sq. Mtrs.** undivided proportionate land share in entire land of said scheme to the Allottee/Purchaser for total consideration of Rs. _____ (Rupees _____ Only) along with rights to use common amenities and facilities provided in said scheme.
- (B) Allottee/Purchaser has paid below mentioned amount to the Promoter/Vendor as a Part Payment towards booking of the said unit out of total consideration amount till today and details of the amounts are mentioned hereunder, and the Promoter/Vendor has to adjust with the Allottee/Purchaser against total consideration amount at the time of final sale deed.

// Details Payment Schedule //

- 1(c) The ALLOTTEE has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as part consideration amount and hereby agrees to pay to that PROMOTER the balance amount of Rs _____ (Rupees _____) in the following manner or as may be mutually agreed by and between the PROMOTER and ALLOTTEE hereto:-

i. Amount of Rs. _____/- (Rupees _____) (not exceeding 30% of the total consideration) to be paid to the PROMOTER after the execution of Agreement

ii. Amount of Rs. _____/- (Rupees _____) (not exceeding 45% of the total consideration) to be paid to the PROMOTER on completion of the Plinth of the building or block in which the said Apartment is located.

iii. Amount of Rs. _____/- (Rupees _____) (not exceeding 70% of the total consideration) to be paid to the PROMOTER on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

iv. Amount of Rs. _____/- (Rupees _____) (not exceeding 75% of the total consideration) to be paid to the PROMOTER on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v. Amount of Rs. _____/- (Rupees _____) (not exceeding 80% of the total consideration) to be paid to the PROMOTER on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs. _____/- (Rupees _____) (not exceeding 85% of the total consideration) to be paid to the PROMOTER on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

vii. Amount of Rs. _____/- (Rupees _____) (not exceeding 95% of the total consideration) to be paid to the PROMOTER on completion of the lifts, water "pumps, electrical fittings, electro, mechanical and environment, requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs. _____/- (Rupees _____) against and at the time of handing over of the possession of the Apartment to the ALLOTTEE on or after receipt of occupancy certificate or completion certificate.

- (C) Allottee/Purchaser will have to pay rest of sale consideration amount out of total consideration amount to the Promoter/Vendor.
- (D) Till final sale deed of the said unit, payable G.S.T., education cess and/or any type of other taxes, charges etc are not included in the total consideration amount and these amounts are to be paid by Allottee to the Promoter separately.
- (E) Above mentioned total consideration amount is an amount of said unit without any type of excess, subject to increment in development charges or applicable taxes, charges etc by the competent government regional authority due to any reason. And prior to implementation of such amendment in taxes, charges, expenses, First Party hereby indemnity that the First Party has to provide to the Second Party necessary circulars, proclamations, orders, rules of the government authority in this regard and have to inform about it. And thereafter the First Party can make demand of such excess amount from the

Second Party, and such excess amount is to be appended in stagewise amounts of consideration being paid.

- (F) Measurement of Carpet Area of the said unit has been checked by the Allottee, and after construction to that accordance and after obtaining B.U. Permission thereof, Carpet area of said unit has to be counted to the Allottee/Purchaser and if area varied more than 3% (three percent) of decided area, both parties will have to do measurement of carpet area jointly and if carpet area becomes less than decided area, then Promoter/Vendor shall have to refund proportionate amount pursuant to the decreased area to the Allottee/Purchaser within 45 (forty five) days along with 12% (twelve percent) simple rate of interest thereon although area increased than decided area, then Allottee/Purchaser shall have to pay amount of difference to the Promoter/Vendor within the period of this agreement.
- (G) Allottee/Purchaser hereby allow rights to the Promoter/Vendor to make expenses for completion of said scheme/project or any part thereof as well as pay applicable taxes out of the payment made by the Allottee/Purchaser being consideration of said unit, and the Vendor can make expense as per desire of the Promoter/Vendor, and the Allottee/Purchaser cannot create any type of objection or dispute to that regard and also cannot instruct the Promoter/Vendor how to use such amount/s.
- (2) 1... Promoter/Vendor hereby confirm that the Promoter/Vendor is binding to abide with and follow all conditions, resolutions and other restrictions regarding prior approved plans of the scheme whatever implement at the time of obtaining B.U. Permission for the said unit or prior to handing over physical possession of the said unit or during approval of said scheme/project by the competent authority.
- 2... Time Limit is an essence for the Promoter/Vendor and Allottee/Purchaser of this agreement. Promoter/Vendor shall obey time limit

period pursuant to the completion of said scheme/project, arrangement of the common area as well as handing over physical possession of the said unit.

Allottee/Purchaser shall have to make payment to the Prompter/Vendor regularly from time to time of construction stage or by instalment mentioned in above Para-1 (C) and also Allottee/Purchaser will have to obey other conditions (Payment Plan) of this agreement. (Payment Plan)

- (3) Prompter/Vendor hereby declares that, the FSI (Floor Space Index) of said project land is available for 5644.80 Sq.Mtrs. as on today and if in future different schemes of GDCR (General Development Control Regulation) and encouragement scheme regarding FSI implements, then on expectation of the benefit of additional FSI (can available in future), FSI on payment of premium, Incentive FSI, TDR and thus organized to use 8467.20 Sq.Mtrs. FSI availing above benefits. That the Prompter/Vendor has declared 8429.56 Sq.Mtrs. FSI for development of the said scheme/project out of the said land. And also said scheme/project is going to develop in accordance with the exist available FSI although only Prompter/Vendor will have right on the rest of FSI, and on the basis of above facts, Allottee/Purchaser has agreed to purchase the proposed construction of said unit.

Vendor hereby indemnify that, after obtaining Building Use (BU) Permission and after execution of the sale deed, Additional Future FSI (Floor Space Index) and Terrace Right will be of the "Association of Allottees" it means "Society" and the Vendor does not have any type of right or share thereon.

- (4) 1... If the Prompter/Vendor not handing over possession of the said unit to the Allottee/Purchaser within the period of this agreement following conditions herein and in those circumstances if the Allottee/Purchaser wants to continue to purchase the said unit with conditions of this agreement and liabilities then the Prompter/Vendor shall have to pay annual interest @ MCLR RATE+2% to the Allottee/Purchaser on ammount paid by

Allottee/Purchaser for delayed period of handing over possession of said unit. Similarly if the Allottee/Purchaser fails to pay amount of instalment to the Prompter/Vendor as per payment schedule of this agreement then Allottee/Purchaser will have to pay annual interest @ MCLR RATE+2% to the Prompter/Vendor on due amount for the delayed period of amount.

2... If the Allottee/Purchaser fails to pay amounts of payment plan schedule along with proportionate payment of the payable taxes, charges, cesses and if the Allottee/Purchaser fails three or more times to pay continuous monthly instalment then Prompter/Vendor will be entitled to cancel this agreement with securing its right to recover annual interest from the Allottee/Purchaser as per above Para-4(1).

If the Prompter/Vendor decides to cancel this agreement, in that circumstance the Prompter/Vendor shall have to issue notice for 15 (fifteen) days in writing to the Allottee/Purchaser by Registered Post A.D. at the address given by the Allottee/Purchaser and by Email, however upon receiving the notice if the Allottee/Purchaser could not rectify his/her/their failure within the period of 15 (fifteen) days, Prompter/Vendor will definitely cancel this agreement on completion of the said notice period.

Further in case of cancellation of this agreement, Prompter /Vendor shall have to return amounts paid by the Allottee/Purchaser through Payment Plan or by monthly instalment within 30 (thirty) days from the date of cancellation of this agreement legally after deduction of 10% (ten percent) amount from total payment deposited by the Allottee/Purchaser.

- (5) Details of amenities and specifications to be provided by the Prompter/Vendor in said scheme/project are mentioned in the **Schedule-C.**
- (6) Prompter/Vendor will have to hand over physical possession of the said unit to the Allottee/Purchaser till **31/03/2023** following other conditions of this agreement as well as liabilities of the parties herein. Apart from reason out

of control of the Prompter/Vendor or its agent, if the Prompter/Vendor fails to hand over possession of the said unit to the Allottee/Purchaser within the time period then Prompter/Vendor has to return amount of consideration back to the Allottee/Purchaser along with interest as per above Para-4(1) from the date of payment of such consideration.

But if construction of said unit not completes caused below mentioned reasons and possession of said unit could not hand over, then the vendor can extend reasonable time period to hand over possession of said unit to the allottee/purchaser.

=> any war, natural calamity or human being crises or social riots etc

=> in case of any implementation or proclamation in laws, acts, rules, order and/or resolution of the central government, state government, regional authority or development authority

=> strike of the masoners / labour persons and/or suppliers of the building materials

(7) Procedure to hand over and obtain possession

1... Allottee/Purchaser pays sale consideration amount for said unit along with all types of amounts with other expenses, taxes, charges, cesses etc as mentioned in this agreement, and thereafter Prompter/Vendor becomes ready to hand over possession of said unit to the allottee/purchaser, then the allottee/purchaser shall have to obtain vacant, peaceful and physical possession of the said unit from vendor, and since then the allottee/purchaser will be binding to pay amounts to the Prompter/Vendor and/or service society, like administration expenses towards administration of the said scheme along with contribution in this regard, if any.

2... Allottee/Purchaser can obtain possession of the said unit from Prompter/Vendor within 15 (fifteen) days from the notice issued by the Prompter/Vendor in this regard.

3... Failure to obtain possession

After information from Prompter/Vendor about handing over vacant possession of said unit, Allottee/Purchaser will have to pay balance consideration amount along with other payable amounts to the Prompter/Vendor with assurances, indemnity bonds and other writings mentioned in this agreement. And if the Allottee/Purchaser fails to do so then he/she will be binding to pay such due amounts with interests along with monthly administration expenses with interests to the Prompter/Vendor or service society.

4... If any fault or damage founds in structure or construction of said unit and/or building or mistake in general services within FIVE years from date of handing over possession of said unit, then the Prompter/Vendor will be informed in writing and on receiving such information, Prompter/Vendor will have to solve all such difficulties with own expenses as soon as possible, however if it is not possible to remove such difficulties then it will be solved as it could convenient to each other.

Notwithstanding such difficulties in construction were occurred due to circumstances out of control of the Vendor /Prompter, natural calamities, fault of the masonry, inappropriate usage by the allottee/purchaser/members or anybody then the Vendor shall not be binding to do any additions or allow any compensation in this regard.

5... Allottee/Purchaser shall become absolute and entire owner, occupier and possessor of the said unit after execution of final sale deed, therefore the Allottee/Purchaser shall have to use the said unit appropriately with

noticing intimations like, said unit or its part may be damage caused rough use of water, acid chemical as well as hot water in washroom, bathroom, kitchen, washbasin, doors, windows, net etc, and further screw, nut, bolt, viser, packings might be damaged, further common lifts will be used by the skilled and proper aged persons whosoever having sufficient information thereof, so that such damages and accidents caused thereto could be waived. Allottee/Purchaser will be binding to to use the said unit as well as common amenities viewing above points otherwise Allottee/Purchaser and all members of scheme shall stand responsible for any damage/loss caused due to above reasons and the Vendor will not be responsible for the same.

- (8) Allottees/Purchasers of **Flat** shall have to use said unit only for **RESIDENTIAL** purpose while Allottees/Purchaser of **Shop** shall have to use said unit only for **COMMERCIAL** purpose AND parking arrangements are provided in basement as well as open space provided for parking on ground floor are to be used properly to park vehicles of the owners only.
- (9) All buyers/purchasers/members of the scheme have to establish an association or service society for proper administration and management of common area, common amenities and common facilities provided in said scheme, and such association/service society will be referred hereinafter as "said society" and have to initiate procedure to register such association/service society properly, and for that purpose necessary papers, list of the members with designation of executive members, by-laws and applications etc given by Promoter/Vendor to the Allottee/Purchaser, those will be returned by Purchaser to the Vendor with seals and signatures within 7 (seven) days. However if any changes, additions or alterations suggested by the District Registrar of Co-Operative Societies or Registrar of Companies or any competent authority in by-laws of the society, then

Purchaser cannot create any type of objection, dispute, hitch and/or hindrance in this regard.

Allottee/Purchaser will be binding to pay the proportionate amount of expenses towards undivided rights in common areas, taxes, charges, revenue cess, administration expense, conversion taxes, insurance, water charges, common repairing as well as maintenance expenses, common electric expenses, preservation of common amenities and facilities, expenses towards the additions and alterations, salary/remuneration to the security guards, chowkidars, sweepers, accountant, clerk etc from the date of handing over possession of said unit to the Allottee/Purchaser by Promoter/Vendor. Until establishment/registration of the proper service society/association/institution/maintenance company, Allottee/Purchaser will have to pay an affixed amount towards above expenses to the Promoter/Vendor and also amounts of deposit, whichever deposited by the Allottee/Purchaser will be in custody of the Promoter/Vendor without any interest, and the Promoter/Vendor will make above mentioned expenses from such deposit amount.

- (10) If any amount of expense payable for the said scheme but not mentioned in any clause of this agreement, then such amount of expense will be paid by the Allottee/Purchaser in proportion to his/her/their undivided share of the said unit, from the date of handing over possession of said unit to the allottee/purchaser or execution of final sale deed of said unit in favour of allottee/purchaser whichever occurs first thereof to the Promoter/Vendor.
- (11) Allottee/Purchaser will have to pay amounts towards necessary applications constitution of said society/maintenance company/association, prepare by-laws thereof, submit the same before the competent authority, prepare papers relating to that, prepare deeds for the same, conducting all acts for registration thereof, appoint legal advisor, advocate, solicitor, chartered

accountant etc, pay fees to them and other allied charges and expenses etc for proper management and administration of the said scheme separately pursuant to the proportionate share in respect of the said unit.

- (12) Rights towards undivided proportionate share in the said land, is/are allowable to the Allottee/Purchaser and accordingly deed for said land is executable in favour of said society however necessity arise to execute final sale deed for the said land in favour of the society, Allottee/Purchaser will be stand responsible to pay amounts proportionately towards stamp duty, registration fee and other payable amounts for handing over common area, common amenities and common facilities etc provided in the said scheme.

(13) Assurances and indemnities of the Vendor

1... Promoter/Vendor of this agreement has obtained Title Clearance Certificate from recognized advocate regarding clear and marketable rights and titles of said land, and holding physical possession of said land legally, thus the Promoter/Vendor is having full right and authority to float said scheme on the said land.

2... Promoter/Vendor has all necessary and obtainable orders/permissions from competent office/officer for development of the said scheme.

3... There is no any type of obstruction in the said land as mentioned in the title report.

4... Any type of orders or cases, claims are not pending at present in any court of law against the said land.

5... Promoter/Vendor has obtained all necessary obtainable orders, permissions from the competent authorities for said land, said scheme/project and the said unit following legal procedures to that regard.

6... Promoter/Vendor is entitled to execute this Agreement for Sale for the said property legally and also the Promoter/Vendor has not conducted any act/s whichever damages and/or affects rights, titles of the said property.

7... Promoter/Vendor has not executed any type of writings, agreements, transactions in favour of any persons/s, developer or firm for and regarding said scheme/project or any part thereof or said unit whichever affects the allottee/purchaser of said unit.

8... Promoter/Vendor is not obstructed or prohibited for execution of any deed/agreement regarding sale/transfer of said unit in favour of the allottee/purchaser and the Promoter/Vendor hereby indemnified for the same.

9... On completion of sale of all units of said scheme/project, the promoter/vendor will hand over entire account regarding administration deposit amount received for management of common amenities, facilities and common areas of the said scheme along with amount of expense made therefrom, to the service society constituted for management of said scheme.

10... Promoter/Vendor will have to continue all payments towards administration expenses, taxes, charges, levies, cess, land revenue and other payable amounts for said property proportionately till handing over possession of said unit to the allottee/purchaser or execution of final sale deed of said unit in favour of the allottee/purchaser whichever occurs first.

11... Any type of proclamation, circular, order or private notice is/are not issued by any regional/central/state government to the Promoter/Vendor in respect of said land for the purpose to acquire the same or any part thereof.

(14) Purchaser himself/herself/themselves and on behalf of his/her/their family members, hereby assure and indemnify the Vendor that,

1... Since handing over possession of said unit to the allottee/purchaser, he/she has to take care and manage the said unit himself/herself with own

risks and expenses. And has not to make any type of changes in the said unit whichever damages other portions of said scheme however the Allottee/Purchaser can make such allowable changes in the said unit only after obtaining prior permission from the Promoter/Vendor or Society or Competent Officer/Authority in writing.

2... Allottee/Purchaser has not to keep any illegal and inflammable things, materials, items, liquid in the said unit, whichever damages internal or external portion of said unit and/or said scheme/project. Further the allottee/purchaser has not to stock any type of material on stair, common space, common passages whichever damages gate of said scheme and common amenities and facilities thereof however if the purchaser do such acts then the purchaser will be stand liable towards any losses, damages, expenses occurs caused to that.

Parking arrangement for unit holders of the scheme is arranged in the basement as well as open space provided for parking on ground floor are to be used properly to park vehicles as each member might avail the parking space in the scheme with a unique intention that traffic nuisance not created in the scheme in future, therefore each member hereby binding that he/she/it/they has/have to use own parking only at any time in future, and not to use other parking space except the parking provided for the purpose.

3... Allottee/Purchaser has not to make any type of illegal changes in the internal or external portion of said unit or any portion of RCC beam, ceiling, column, slab etc caused which such portions might be damaged, and also has not to make any type of changes in colour of external walls or elevation of said unit. Any type of changes are not allowed in water, gutter or electric connections of said unit without prior written consent/permission of the promoter/vendor or society or regional / competent authority, however if the

allottee/purchaser will do the same then the allottee/purchaser stands responsible for all consequences occurred due to such acts.

4... Name of the said project is and will be continue as "**Satyamev Royal-3**" for always and it cannot be changed any how in any circumstances.

5... Allottee/Purchaser has not to conduct any acts caused which, amount of insurance or premium payable increases however if allottee/purchaser conducts the same then he/she will be stand responsible to pay such excess payable amount of insurance at all times.

6... Sweepers and Cleaners shall be employed for proper cleaning of said scheme/project, hence the allottee/purchaser has not to throw dry or wet garbage at any portion or anywhere in the project/scheme and thus has not to create dirtiness, although collect such garbage in own unit on daily basis and it will be given to the sweeper/cleaners of the scheme/project from time to time.

7... Allottee/Purchaser without any argument/discuss, will have to deposit the amounts towards security deposit and/or monthly maintenance expenses to the promoter/vendor or said society within 10 (ten) days from the date of demand from such authority.

8... Allottee/Purchaser will have to pay amounts towards payable taxes, bills, charges, cesses, insurance etc for the said unit to the regional competent authority/office from time to time, and also any amount increases caused changes in the said unit by allottee/purchaser then such amount is to be paid from time to time regularly.

9... Allottee/Purchaser cannot sale, convey, lease, transfer or assign benefits of this agreement to anybody else, until payable amounts not paid to the promoter/vendor or society for said unit and until prior permission in writing is not issued by the promoter/vendor or society.

10... Allottee/Purchaser will have to abide with by-laws, rules-regulations for proper management and administration of the said scheme/project, whatever affixed by promoter/vendor and/or said society together with all alterations, additions, changes therein from time to time. Further allottee/purchaser have to follow all acts/laws together with changes, alterations therein by central/state government or regional authority from time to time, and caused that if any amount for the said unit founds to pay proportionately, the same will be paid by allottee/purchaser at that time.

11... Promoter/Vendor and its surveyor, employees, servants etc shall allow entry of the Allottee/Purchaser in the said Unit at proper time to inspect and observe condition of the said unit.

- (15) Promoter/Vendor will have to open account with a reputed bank in the name of service society regarding deposition of amounts recovered by the Promoter/Vendor towards common maintenance deposit, amount for establishment of the society, payment to the legal advisor etc and these amounts have to be deposited in such account and also the same to be utilized only for its proper purpose.
- (16) Any subject, thing not mentioned in this agreement will not be considered as a part of the said scheme and also right thereof will not be deemed being right concerned to the unit, and any other right will not be allowed except the undivided proportionate right towards common area. Further the open portions, passages, terrace, parking, basement, lobby and stair as well as other common areas shall be considered as in the ownership of promoter/vendor until sale/transfer thereof.
- (17) From the date of this agreement, promoter/vendor cannot encumber or mortgage the said unit anyhow and cannot create any type of charge as above, however if the promoter/vendor conducts the same that will not be affected rights of allottee/purchaser availed by virtue of this agreement.

- (18) This agreement will be given to the allottee/purchaser for checking purpose, but any type of liability not creates caused to that. Provisions mentioned in this agreement shall not be deemed in execution until allottee/purchaser subscribed his/her signature/s herein with consent to that regard and binding of payment as per details of payment plan mentioned herein and return the same to the promoter/vendor within 30 (thirty) days and/or not register the same as per instructions of the promoter/vendor. If the allottee/purchaser fails to subscribe his/her signature/s on this agreement, to register and handover the same to the promoter/vendor within 30 (thirty) days, then the promoter/vendor will inform the allottee/purchaser to rectify the mistake by 15 (fifteen) days notice in writing however if the allottee/purchaser fails to rectify his/her mistake and do in accordance with the above instructions, promoter/vendor will be entitled to cancel booking application of the allottee/purchaser for the said unit and caused that, promoter/vendor will have to refund amount to the allottee/purchaser paid by him/her, without any interest and/or compensation thereon after forfeiting amount of 10% (ten percent) of deposited amount being administration charges and by virtue of this agreement, the allottee/purchaser hereby bind with this fact and give confirmation in this regard by subscribing signature hereunder.
- (19) Schedule, Annexure etc described in this agreement is creates constitution between the parties of this agreement towards sale transaction and by virtue of this, any oral and/or writing any agreement, allotment, correspondence, understanding whatever made between the parties herein for the said unit are included in this agreement and therefore same is/are hereby considered as cancelled.
- (20) Tems and conditions of this agreement could be changes and/or altered with consent of both the parties in writing.

- (21) Terms, conditions and provisions mentioned in this agreement shall be binding always to the allottee/purchaser of said unit and his/her family members, legal heirs, successors, executors, administrators as well as owners, occupiers from time to time. Further he/she/they is/are indemnified to bind with the same and the fact hereby accepted and confirmed by the allottee/purchaser herein.
- (22) If terms, conditions or provisions mentioned in this agreement are proven as improper or uneffective as per orders of any court of law/tribunal or act/rule of central/state government, in those circumstances such term/condition/provision will be rectified or that will be cancelled and new term, condition or provision will be replaced against that, and the same will be binding to both the parties herein although caused that, other terms, conditions, provisions of this agreement shall not be affected anyhow.
- (23) Undivided proportionate share, right and interest to said unit is given to the allottee/purchaser of said unit in accordance with carpet area thereof jointly with other allottees/purchasers of said scheme/project, and the allottee/purchaser herein have to get constitution in execution according to such undivided proportionate share.
- (24) If any writings, deeds, documents are necessitated for proper implementation of sale transaction of said unit under terms, conditions, provisions mentioned in this agreement, then both the parties shall execute such writings, deeds, documents in favour of the other part without any type of argument, dispute and/or objection to that regard.
- (25) This Agreement for Sale is being executed at the office of the promoter/vendor or at any site in Ahmedabad convenient to both parties although promoter/vendor and/or its authorized person or power of attorney holder has to subscribe signature in this agreement, and the same is to be registered before the competent registrar/sub-registrar office or the

competent registrar officer, and this agreement will be considered as in execution accordingly.

- (26) Allottee/Purchaser or Promoter/Vendor or its authorized person has/have to produce this Agreement for Sale as well as Sale Deed or any deed for the said unit before the competent registrar's office for registration purpose within the stipulated time limit.
- (27) Pursuant to this agreement for the said unit, all necessary correspondences will be sent to the parties herein Promoter/Vendor and Allottee/Purchaser at their below mentioned address through Registered Post A.D. as well as E-mail and/or proper Postal Method, and correspondence made accordingly will be considered as accepted by the parties.

After execution of this agreement, if any particular of promoter/vendor or allottee/purchaser changes or rectifies, the same will be informed by the concerned party to the other party in writing, and in the circumstances of not informing accordingly correspondence made at the addresses as per last updated details will be binding to the parties herein.

- (28) In the circumstances of more than one allottees for said unit, necessary correspondences shall be made in the name of first named allottee/purchaser at his/her address and such type of correspondences shall be considered as sent to as well as received by all allottees/purchasers.
- (29) Expenses towards payable stamp duty, registration fee for and towards registration of this Agreement for Sale as well as Sale Deed of said unit along with other papers, writings etc mentioned in this agreement, are and will be borne by the Allottee/Purchaser herein.
- (30) If any dispute or difference of opinion creates between the parties herein in respect of any points, terms, conditions, clauses, provisions of this agreement or responsibilities herein, the same will be solved through discussions

between them however the same is/are not solved, that will be disposed through Competent Officer or Appellate Tribunal authorized under provisions of The Gujarat Real Estate Regulatory Authority.

- (31) All common area, common amenities and facilities provided in the said scheme/project shall subordinate to the Service Society hence the Service Society can administrate the same.
- (32) At any time in future, if any provision of this agreement decide as "not in execution" as per acts and rules constituted under the above said Act, then such non-implemented provision of this agreement will be considered and/or rectified as per provisions of said act and rest of provisions of this agreement shall be in execution in accordance of said constituted act/law/rule.
- (33) Promoter cannot create charge/mortgage on the unit for which the Promoter has executed agreement like this, however if any type of lien/charge/mortgage creates in future then such charges shall not affect Right and Interest of the Allottee towards such property, even charge was created but not valid under the provisions of any act/law/rule in this regard.
- (34) Acts and Laws applicable for India at present and prevailing from time to time are applicable for liabilities and questions arose pursuant to terms, conditions and provisions of this agreement, and jurisdiction towards liabilities as well as terms and provisions of this agreement will be at AHMEDABAD.

SCHEDULE-A

(Description of Property)

ALL THAT piece or parcel of the property of **Shop No. ____**, containing by admeasurements ____ Sq. Mtrs. (Carpet Area) having ____ Sq. Mtrs. on _____ floor in the scheme known as “**Satyamev Royal-3**” constructed on the Non-Agricultural land bearing Sub Plot No. 229/1/1, containing by admeasurements 3136 Sq. Mtrs. of Final Plot No. 229, containing by total

admeasurements 8438 Sq. Mtrs. (allotted in lieu of Survey No. 286/1, containing by total admeasurements 14086 Sq. Mtrs.) of T.P. Scheme No. 69, situate, lying and being within the sim of mouje TRAGAD, Taluka Ghatlodia in the Registration District Ahmedabad and Sub-District of Ahmedabad-8 (Sola).

Details of four boundaries of the said property are as under:

Towards East :

Towards West :

Towards North :

Towards South :

The above referred Agreement for Sale is executed by us willingly after reading, understanding and thinking the same in full sense of mind and consciously, which is agreed and bound to both the parties hereto and their successors, executors, administrators and assignees etc.

IN WITNESS WHEREOF the parties herein have put their hands today on this _____ day of _____, 2019 at AHMEDABAD.

Signed, Sealed and Delivered

by the within named First Party:-

**"Shree Gayatri Satyamev Realty Pvt.
Ltd."** a company through its Director,
Vijay Naranbhai Patel

In the presence of following two witnesses:-

1) _____

2) _____

SCHEDULE-B

Copy of floor plan of said unit is given separately

SCHEDULE-C

Details of common amenities and common facilities

ANNEXURE-A

Copy of layout plan and rajachitthi relating to the said unit
is given separately

ANNEXURE-B

Copy of RERA Registration Certificate is given separately

ANNEXURE-C

List of specifications of said property with amenities provided in the scheme

(1) Structure:

⇒ Earthquake proof R.C.C. Frame

(2) Plaster:

⇒ Single Coating Internal Mala Plaster with Birla Putti, and External Plaster with Tippani with as per Plan of Architect

(3) Flooring:

⇒ Vitrifide tiles at particular space in each room

(4) Kitchen:

⇒ Granite platform and S.S. Sink with designer tiles till Lintel Level

(5) Toilet:

⇒ Toilet with plumbing and designer tiles of good company and good quality till Lintel Level

(6) Door and Window:

⇒ Aluminium section powder coating sliding with marble seal, and decorative main door and flush door of internal rooms and wooden frame with decorative fittings of good quality etc

(7) Electrical:

⇒ Essential copper wiring point as per necessity like light, fan, plug etc

(8) Common Amenities:

⇒ Internal Gate, Security, 24 hours water, C.C.T.V. Camera, Landscaped Garden, Senior Citizen Seating, Children Play Area, Allotted Parking, Lift etc

SCHEDULE AS PER SECTION 32(A) OF THE REGISTRATION ACT

FIRST PART - VENDOR :-

"Shree Gayatri Satyamev Realty Pvt. Ltd."

A company through its Director,

Vijay Naranbhai Patel

SECOND PART - PURCHASER :-

(1) Name:

(2) Name: