

AGREEMENT FOR SALE

(Without Possession)

This Agreement for Sale (“Agreement”) executed on this _____ day of _____, 2024

BY AND BETWEEN

M/s. Abjibapa Buildwell LLP, (PAN NO : **ABZFA6217B**) a LLP Firm of Ahmedabad duly registered under the provision of Limited Liability Partnership Act, 2008 under LLP identification number ABC-4776 on **20/09/2022** having its Registered Office at : 1, Manilal Park, Nr. Nobel School, Kathwada Road, Naroda, Ahmedabad, Gujarat 382330 through its authorized Partner Mr. Jigar Shivabhai Patel of **M/s. Abjibapa Buildwell LLP** on 01th February 2024 hereinafter referred to as PROMOTER (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the person above and named and its partners and their heirs, executors, administrators and assignee) the ONE PART

AND

(1) First Applicant Name

(PAN NO : First Applicant Pan Card) (AADHAR NO : First Applicant Aadhar Card)

AND

(2) Second Applicant Name

(PAN NO : Second Applicant Pan Card) (AADHAR NO : Second Applicant Aadhar Card)

adults, occupation : Business , Indian National and residing at : {Residential Address} hereinafter referred to as “THE PURCHASER/S” (which expression shall unless repugnant to the context or meaning there of be deemed to include his/her/their/its heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as if the purchaser purchased in HUF capacity the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees)of the OTHER PART.

BRIEF RECENT HISTORY OF THE PROJECT LAND

- 1) Thereafter the owners of the said land namely Nareshkumar Punjabhai Patel, Mukeshbhai Kantilal Patel And Pramukhbhai Dahyabhai Patel had sold and conveyed non-agriculture land bearing a) Block No. 423/ paiki 1 admeasuring 9276 sq.mtrs. & b) Block No. 423 admeasuring 4994 sq.mtrs. total admeasuring 14270 sq.mtrs. include into Town Planning Scheme No. 18 (Randesan-Kudasan-Raisan) and allotted Final Plot Nos. 24 admeasuring 9276 Sq.Mtrs. which is include into city survey record & allotted City Survey No. 423 admeasuring 9276 sq.mtrs. of City Survey Ward - Kudasan (Binkheti) situate, lying and being at Mouje - Kudasan, Taluka - Gandhinagar in the ,Registration District and Sub-District of Gandhinaga Zorie-2 belonging to **Abjibapa Buildwell LLP, A Limited Liability Partnership**. A Limited Liability Partnership by sale deed registered in the office in Sub-Registrar of the Assurances at Gandhinagar Zone- 2 under serial No. 829 dated 16-01-2024 and entry to that effect was entered in the city survey record vide mutation entry No. 1660 dated 20-02-2024 which was certified by competent authority dated 28-03-2024.
- 2) Thereafter, Plan and Construction Permission for construction of (1) 224 Residential Flats and 19 Commercial Units was approved and granted by Gandhinagar Municipal Corporation, Gandhinagar vide its order no **P.R.M/GMC/678/Kudasan-18/12/2023/11745** dated **18/05/2024** issued by Jr. Town Planner Gandhinagar.
- 3) In the above mentioned Representative Moje block / survey no. per the plan approved by Gandhinagar Municipal Corporation, This will be referred to as "good land" in the sale document.

GENERAL

AND WHEREAS Thus the Promoter is the absolute and lawful owner of Freehold Non-Agricultural Land bearing Block / Revenue Survey No- (1) Revenue Survey No / Block No – **423/ paiki 1** admeasuring **9276** Sq. Mtr. (2) Revenue Survey No / Block No – **423** admeasuring **4994** Sq. Mtr. in this way totally admeasuring **14270** Sq Mtr And as per Final Town Planning Scheme No. **18** the same is bears Final Plot No. **24** paiki admeasuring **14270** Sq.Mtr. of Mouje Kudasan of Gandhinagar Taluka in the Registration District of Gandhinagar and Sub-District of

Gandhinagar and situated at: Survey no **423/ Paiki 1 & 423**, FP No **24**, TPS no **18**, at **Gandhinagar**, Taluka **Gandhinagar**, District **Gandhinagar**, Gujarat 382421 (Hereinafter called the “**Said Land**”).

AND WHEREAS The Said Land is earmarked for the purpose of building a residential project, comprising multistoried buildings and the said project shall be known as “**DEV AASHISH THE GATE X**” (hereinafter called the “**Said Project**”);

* Name of the building/project : **DEV AASHISH THE GATE X**

* No. of Blocks/Wings : **3**

* No. of basements : **2**

With provision of common amenities and facilities more particularly described in the Schedule II.

AND WHEREAS The Gandhinagar Municipal Corporation has granted the commencement certificate to develop the Project vide approval dated **18/05/2024**

P.R.M/GMC/678/Kudasan-18/12/2023/11745

Block A+B+C+D

AND WHEREAS the Promoter has been obtained the final layout and building plan approvals for the Project Gandhinagar Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

AND WHEREAS The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Gandhinagar on {**Applied**} under Registration No {**Applied**}

AND WHEREAS That on demand from the purchaser, Promoter has given inspection to the purchaser of all documents of title relating to the project land and the plans, design and specifications prepared by the Promoter’s Architects/Engineer and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “the said Act”) and the Rules and Regulations made thereunder and the Purchaser if satisfied in respect of the same ;

AND WHEREAS The authenticated copies of Certificate of Title issued by **Balchandbhai K. Patel Associates vide its Certificate dated 18 April 2024** of the Promoter, authenticated copies of sale deed, plan and layout, Property card or extract of Village Forms VI and VII and XII or any other relevant revenue records showing the nature of the title of the Promoter to the project land on which the Flat/Shop are constructed have also been inspected by the Purchaser and the Purchaser and his/her/its/their legal advisor have carefully inspected and studied the same and is fully satisfied about them. The Purchaser/s is/are satisfied about

the legality of the construction. The Purchaser/s also accepts the Promoter titles to the land and is satisfied about it and he/she/it/they agree that no further requisition/dispute will be made regarding title.

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

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

AND WHEREAS The Purchaser had applied for Flat in the Project and Promoter agreed to sell the said Unit/Apartment to the purchaser and as Purchaser booked Unit/Apartment No. {Unit No} in Block No. "{Block}" admeasuring about {Total Area} Sq. Mtr. (Carpet Area including balcony/wash area) {Floor} Floor together with adjoining Terrace admeasuring {Terrace Area} Sq. Mtr. in building known as "DEV AASHISH THE GATE X " (hereinafter referred to as the "Said Flat" more particularly described in the First Schedule) along with and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (more particularly described in Second Schedule (Part-I) and to be constructed as per specification shown in the Second Schedule (Part-II) and the floor plan of the Flat is annexed hereto and marked as Annexure I;

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

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

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

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

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

1. **TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase, the said Flat/Shop.
- 1.2 The Total Price for the Flat/Shop based on the carpet area is **Rs. {Total Price in Rupees}/- ({Total Price in Words})** ("Total Price") including GST, Stamp Duty (as per Prevailing Rate) and price of Balcony/Wash and common amenities and facilities. The Sale Deed Value **Rs. {Sale Deed in Rupees}/-({Sale Deed in Word})** and area of the said Flat/Shop/Apartment as follows:

Demised Premises	Area (In Sq.Mts.)
Unit/Apartment No. {Unit No}	Admeasuring {Rera Carper Area} Sq.Mts. Carpet Area (RERA)
Balcony/Veranda	
Wash Yard	
Total Area	
Undivided Land	
Open Terrace	

Explanation:

- (i) The Total Price above includes the booking amount paid by the purchaser to the Promoter towards the Flat/Shop;
- (ii) The total price agreed as above with the purchaser has been worked out after considering and factoring in the input credit available on input materials as stipulated under the recent provisions of GST Act, 2017
- (iii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Flat/Shop: which shall be separately payable by the purchaser in the manner as may be decided by the Promoter.

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

- (iv) The Promoter shall periodically intimate to the Purchaser, the amount payable as stated in (i) above and the Purchaser shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Purchaser the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (v) The Total price excludes maintenance deposit of the said project which will be decided by Service Society / Maintenance Agency and the Purchaser is bound to pay the same along with all future Taxes, Stamp Duty etc.;
- (v) The Total Price is escalation-free, save and except increases which the Purchaser hereby agrees to pay, due to increase on account of development charges payable to the competent authority and / or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.
- 1.3 The purchaser has paid on or before execution of this agreement a sum of **Rs. {Member Payment in Rupees}/- ({Member Payment in Words})** as an advance payment or application fee as follows ;

LEDGER RECEIPT

Sr No	Date	Bank Name	Branch	Payment Mode	Amount
1	Payment Date	{Bank Name}	{Branch Name}	{Payment Mode}	{Member Payment in Rupees}
Total Amount					{Member Payment in Rupees}

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

Payment Plan:

The Allottee has paid on or before execution of this agreement as mentioned above in this Agreement to Sale and the remaining amount is to be paid as per the stage of construction in the following manner :-

- i.) Amount not less than **30%** of the total consideration to be paid to the Promoter after the execution of Agreement to Sale

- ii.) Amount not less than **45%** of the total consideration to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
- iii.) Amount not less than **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 not less than **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 not less than **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 not less than **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 not less than **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 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

1.4 The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments as per mutual understanding 9% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter

1.5 The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is **16696.8 Square Meters** only and Promoter has planned to utilize Floor Space Index of **37102.05 Square Meters** by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of **37104.00 square meters** as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the

proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

The promotor shall not have any claim over additional future FSI Terrace and common area rights after Building use permission has been obtained. Such rights if any will be enclosed to by the society of the buyers.

- 1.6 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest at the rate of MCLR+2% per annum, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest at the rate of MCLR+2% per annum, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.
- 1.7 Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter

1.8 BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

1.9 PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/ SUBSEQUENT ALLOTTEES

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

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the Flat/Shop or building, as the case may be, without the previous written consent of the purchaser. Provided that the Promoter may make such additions or alterations as may be required to be done by the Government, Gandhinagar Municipal Corporation and other authorities if any as per the provisions of the Act.

- 1.11. The Promoter may, at the request of the Purchaser/s, carry out any Extra work and/or internal changes or alteration or changes in specification as per Building Regulation of Gandhinagar Municipal Corporation, at the risk, cost and consequences of the Purchaser/s. If these changes, etc. gives rise to any additional cost, the Purchaser/s shall be required to pay the same to the Promoter as may be certified by the Architect / Engineer of the scheme or according to the estimate that may be given by the Promoter prior to the execution of such work. Any unforeseen circumstances and force majeure clause shall be effective as routine practice.
- 1.12 The Promoter shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the Building Use Permission is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. subjects to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate of 3% from the date when such an excess amount was paid by the allottee if there is any increase in the carpet area allotted to allottee the promoter shall demand additional amount from the allottee as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.
- 1.13 Subject to Clause 10 the Promoter agrees and acknowledges, the Purchaser shall have the right to the Flat/Shop as mentioned below:
 - (i) The Purchaser shall have exclusive ownership of the Flat/Shop;
 - (ii) The Purchaser shall also have undivided proportionate share in the Common Areas. Since the share / interest of Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them.

Further, the right of the Purchaser to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable.

- (iii) That the computation of the price of the Flat/Shop includes recovery of price of land, construction of [not only the Flat/Shop but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

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

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

2. MODE OF PAYMENT

- 2.1 Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Purchaser shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the payment plan through A/c Payee cheque/demand draft or on line payment (as applicable in favor of '**Abjibapa Buildwell LLP**' payable at Ahmedabad or as per Escrow arrangement agreed between the Promoter and the Lender of Project /construction finance loan.
- 2.2 The Promoter shall issue receipt for all the amount they may be received/paid under the agreement to the Purchaser/s. No claim for any payment shall be valid, save and except in respect of which the Promoter has issued such receipts.

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

- 3.1 The Purchaser along with other purchaser/s of the Flat/Shop in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and executed the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register the common organization of Purchaser. No objection shall taken by the Purchaser if any

changes or modification are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co. Operative societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- 3.2 Within 15 days after notice in writing is given by the Promoter to the Purchaser that the Flat/Shop is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. proportion to the carpet area of the Flat/Shop) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project and building/s. Until the Society or Limited Company is formed, the Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Promoter provisional monthly contribution towards the outgoings. The amount so paid by the Purchaser to the Promoter shall not carry any interest and remain with the Promoter until the same is transferred to the society or the association or the limited company as aforesaid.
- 3.3 Over and above amounts mentioned in the agreement to be paid by the Purchaser, the Purchaser shall on or before delivery of possession of the said premises shall pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter and which are not covered in any other provision of the agreement.
- 3.4 The Purchaser shall pay all expenses to the Promoter for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocate of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye law and the cost of preparing and engrossing the conveyance or assignment of lease including stamp duty.
- 3.5 It is hereby agreed by the Purchaser/s that he/she/it/they shall deposit with the Service Society/or Promoter (still Service Society is not form) the amount of towards Common Maintenance, Deposit and Monthly Maintenance Charge along with the payment of last installment. Similar Common Maintenance Advance will be received from the other Purchaser/s. The Promoter/Service Society or body corporate in turn will invest such Common Maintenance Advance in the securities in which they may deem fit, and from the interest income that may be earned there from shall be utilized towards Common Maintenance and other expense to be incurred. Further that the Purchaser/s shall be required pay such addition amount in future to an extent, if such income is not sufficient for the purpose as may be fixed by the Service Society. Provided further that the Common Maintenance Advance / balance thereof shall be transferable deposit to the Service Society to be formed of all the Flat/Shop Holders for the maintenance and up keeping of the said entire project.

- 3.6 The project shall always be known as “**DEV AASHISH THE GATE X**”, and the name shall not be changed in any circumstances.

4. COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 4.1 The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 4.2 The Promoter accepts no responsibility in this regard. The Purchaser shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said Flat/Shop applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Purchaser only.

5. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

6. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Purchaser. The Promoter shall abide by the time schedule for completing the project and handing over the Flat/Shop to the Purchaser after receiving the Building Use Permission or the completion certificate or both or as per advise of its Solicitors/Advocate (with or without B.U. Permission), as the case may be. Similarly, the Purchaser shall make timely payments of the installment

and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter.

7. POSSESSION OF THE FLAT/SHOP/APARTMENT

- 7.1 The Promoter shall give possession of the Flat/Shop to the Purchaser on or before **01/06/2029**. If the Promoter fails or neglects to give possession of the Flat/Shop to the Purchaser on account of reasons beyond his control and of his agent by the aforesaid date then the Promoter shall be liable to demand to refund to the Purchaser the amounts already received by him in respect of the Flat/Shop with interest as per rules from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provide that Promoter shall be entitled to reasonable extension of time for giving delivery of Flat/Shop on the aforesaid date, if the completion of building in which the Flat/Shop is to be situated is delayed on account of –

war, flood, drought, fire, cyclone, earthquake or act of God or any other calamity caused by nature affecting the regular development of the real estate project (“ Force Majeure”) ;

Any notice, order, rule, notification of the Government and/or other public or competent authority/court

Delay in obtaining Building Use Permission even Promoter completed construction work due to any rules, notification of the Government

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

- 7.2 Procedure for taking possession - The Promoter, upon obtaining the Building Use Permission from the competent authority shall offer in writing the possession of the Flat/Shop, to the Purchaser in terms of this Agreement to be taken within 3 month (three months from the date of issue of such notice and the Promoter shall give possession of the Flat/Shop to the Purchaser. The Purchaser agree(s) to pay the maintenance charges as determined by the Promoter/association of purchasers, as the

case may be. The Promoter on its behalf shall offer the possession to the Purchaser in writing within 1 (one) month of receiving the Building Use Permission of the Project.

- 7.3 The Purchaser shall take possession of the Flat/Shop within 15 days of the written notice from the Promoter to the purchaser intimating that the said Flat/Shop are ready for use and occupancy.
- 7.4 Failure of Purchaser to take Possession of Flat/Shop Upon receiving a written intimation from the Promoter as per clause 7.3, the Purchaser shall take possession of the Flat/Shop from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Flat/Shop to the purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.3, such Purchaser shall continue to be liable to pay maintenance charges as applicable including delay interest/penalty charges as may be decided from time to time by the Promoter/Association/Society.
- 7.5 Possession by the Purchaser - After obtaining the Building Use Permission and handing over physical possession of the Flat/Shop to the Purchasers, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Purchasers or the competent authority, as the case may be, as per the local laws.
- 7.6 Cancellation by Purchaser – The Purchaser shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the purchaser proposes to cancel/withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the 20% of the total price consideration of the said Flat/Shop. The balance amount of money paid by the purchaser shall be returned by the Promoter to the purchaser within prescribed time limit as per rule.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

- 8.1 The Promoter has absolute, clear and marketable title with respect to the said Land except those mentioned in the detailed search report on title and subject to the encumbrance which is brought to the notice of the purchaser and same is accepted by the purchaser; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- 8.2 The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- 8.3 If the Promoter in future avail loan on security of the said Project from the any Bank/Financial Institution by Mortgaging the property, then Promoter will have to use said sale consideration of the said Flat/Shop to repay loan and before execution of Deed of Conveyance in favour of Purchaser the Promoter will obtain NOC for release charge over the said Flat/Shop from

the said Bank/Financial Institution and except that there are no other encumbrances upon the said Land or the Project ;

- 8.4 There are no litigations pending before any Court of law with respect to the said Land, Project or the Flat/Shop except those mentioned in the detailed search report on title;
- 8.5 All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Flat/Shop are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Flat/Shop and common areas;
- 8.6 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat/Shop to the Purchaser in the manner contemplated in this Agreement;
- 8.7 At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Flat/Shop to the Purchaser;
- 8.8 The Promoter has duly paid all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- 8.9 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. REPRESENTATION AND WARRANT OF THE PURCHASER;

- 9.1 To maintain the Flat/Shop at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Flat/Shop is taken and shall not do or suffer to be done anything in or to the building in which the Flat/Shop is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat/Shop is situated and the Flat/Shop itself or any part thereof without the consent of the local authorities, if requires.
- 9.2 Not to store in the Flat/Shop or the common passages or staircase of the Building any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat/Shop is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat/Shop is situated, included entrances of the building in which the Flat/Shop is situated and in case any damages is caused to the

building in which the Flat/Shop is situated or the Flat/Shop on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

- 9.3 To carry out at his own cost all internal repairs to the said Flat/Shop and maintain the Flat/Shop in the same condition, state and order in which it was delivered the building in which the Flat/Shop is situated or the Flat/Shop which may be contrary to the rules and regulation and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- 9.4 Not to demolish or cause to be demolished the Flat/Shop or any part thereof, not at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat/Shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Shop is situated and shall keep the portion, sewers, drains and pipes in the Flat/Shop and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support and shall no chisel or in any other manner cause damage to columns, beams, wall, slabs or RCC, Partition or other structural members in the Flat/Shop without the prior written permission of the Promoter and/or Society or the Limited Company.
- 9.5 The Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas.
- 9.6 The Purchasers shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design.
- 9.7 The Purchaser shall also not remove any wall, including the outer and load bearing wall of the Flat/Shop. The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of purchasers and/or maintenance agency appointed by association of purchasers. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 9.8 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat/Shop is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 9.9 Not to throw dist, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Shop in the compound or any portion of the project land and the building in which the Flat/Shop is situated.

- 9.10 Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat/Shop is situated.
- 9.11 The Purchaser/s shall not use the said Flat/Shop or permit the same to be used for any purpose which may or is likely to cause nuisance or annoyances to the occupiers of the other premises in the project or to the owners or occupiers of the neighboring properties not for any immoral or illegal purposes.
- 9.12 The bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat/Shop by the Purchaser for any purpose other than for purpose for which it is sold.
- 9.13 The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat/Shop therein and for the observance and performance of the Building Rules, Regulations and Bye laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Promoter / Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat/Shop in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- 9.14 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat/Shop and building or any part thereof. The Purchaser shall have no claim save and except in respect of the Flat/Shop hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the same is transferred as hereinbefore mentioned.
- 9.15 The Purchaser shall use the Flat/Shop or any part thereof or permit the same to be used only for purpose of residency/commercial as per plan and permission of the GANDHINAGAR MUNICIPAL CORPORATION in future. otherwise Service Society will be entitled to take the possession of the said Flat/Shop from the Purchaser/s and the Service Society shall have every rights to sell the said Flat/Shop to any other person as it may deems fit and proper.
10. The Purchaser shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Purchaser fails to make payments for 2 consecutive demands made by the Promoter as per the Payment Plan mentioned hereinabove, despite having been issued notice in that regard the purchaser shall be liable to pay interest to the Promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of default by Purchaser under the condition listed above continues for a period beyond 2 consecutive months after notice from the Promoter in this regard or make the said mistake 3 (Three) times during total payment plan the Promoter shall cancel the allotment of the Flat/Shop in favour of the Purchaser and refund the amount money paid to him by the purchaser by deducting the 20 % of total price and the interest liabilities and this Agreement shall thereupon stand terminated.

11. CONVEYANCE OF THE SAID FLAT/SHOP

- 11.1 The Promoter, on receipt of complete amount of the Price of the Flat/Shop under the Agreement from the Purchaser, shall execute a conveyance deed and convey the title of the Flat/Shop together with proportionate indivisible share in the Common Areas. However, in case the Purchaser fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Purchaser authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Purchaser. The Purchaser shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).
- 11.2 On receiving full and final payment and other charges the sale shall be completed in favour of the Purchaser/s only. The Purchaser/s shall not be entitled to sell and/or transfer his/her/their right, title, interest and benefits under letter of Booking and or this Agreement of Sell to any third party without NO OBJECTION CERTIFICATE from Promoter. The Promoter shall be entitled to charge the transfer fee for giving such NO OBJECTION CERTIFICATE (NOC). The Purchaser shall not be entitled for grant of such 'No Objection Certificate' (NOC) unless and until Purchaser pay all sums payable to Promoter.
- 11.3 All and every kind of costs, charges and expenses regarding stamp duty, registration fees, legal fees and other expenses required to be paid, spent or incurred for legal and proper completion of transaction of making available the Flat/Shop to the Purchaser/s and relating agreement, conveyance, document/s, papers and writings that may be required to be executed and/or registered for the purpose shall be borne by the Purchaser/s.

12. MAINTENANCE OF THE SAID BUILDING / FLAT/SHOP / PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the possession of common areas of the project by the association of the purchaser/s.

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

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

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

14. RIGHT TO ENTER THE FLAT/SHOP FOR REPAIRS

The Promoter / service society / maintenance agency /association of purchaser/s shall have rights of unrestricted access of all Common Areas and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the service society / association of purchasers and/or maintenance agency to enter into the Flat/Shop or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the **DEV AASHISH THE GATE X**, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those

earmarked as parking spaces, and the same shall be reserved for use by the association of purchasers formed by the Purchasers for rendering maintenance services.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PURCHASER

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

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

18. FLAT/SHOP OWNERSHIP ACT (OF THE RELEVANT STATE)

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

19. OTHER DIRECT OR INDIRECT TAX

The transaction covered by this agreement at present is understood to be eligible to tax under indirect tax laws /GST or similar other laws. If however, by reason of any amendment to the constitution or enactment or amendment of any other law, Central or State, this transaction is held to be further liable to tax, either as a whole or in part or any inputs of materials or equipment's used or supplied in execution of or in connection with this transaction are eligible to tax, the same shall be borne and payable by the Purchaser/s on demand at any time.

20. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if

any, between the Parties in regard to the said Flat/Shop and / or building, as the case may be.

21. RIGHT TO AMEND

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

22. SEVERABILITY

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

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

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

24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION

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

26. NOTICES

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

Name of Purchaser	:	As above
Address of Purchaser	:	As above
Name of Promoter	:	Abjibapa Buildwell LLP
Address of Promoter	:	1, Manilal Park, Nr. Nobel School, Kathwada Road, Naroda, Ahmedabad 382330

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

27. JOINT PURCHASERS

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

28. GOVERNING LAW

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

29. DISPUTE RESOLUTION

Any dispute between parties shall be settled amicably under mutual discussion and failure to settle the dispute amicably, the same, shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

All that immovable property being **Unit/Apartment No. {Unit No}** in **Block No. “{Block No}”** admeasuring about **{Total Area}** Sq. Mtr. (Carpet Area including balcony/wash area) on **{Floor No}** Floor together with adjoining Terrace admeasuring **{Terrace Area}** Sq. Mtr and Undivided Land admeasuring **{Undivided Land}** Sq. Mtr .in building known as “**DEV AASHISH THE GATE X**” constructed on the Freehold Non-Agricultural Land bearing (1) Revenue Survey No Block No – **423/Paiki 1** admeasuring **9276** Sq. Mtr. (2) Revenue Survey No Block No – **423** admeasuring **4994** Sq. Mtr. in this way totally admeasuring **14270** Sq Mtr. and as per Final Town Planning Scheme No. **18 (Randesan-Kudasan-Raisan)** the same is bears Final Plot No. **24** admeasuring **14270** Sq. Mtr. of Mouje **Kudasan** of **Gandhinagar** Taluka in the Registration District of **Gandhinagar** and Sub-District of Gandhinagar and situated at: Survey no. **423/Paiki 1 & 423** FP No **24**, TPS no **18**, at **Kudasan**, Taluka Gandhinagar, District Gandhinagar, Gujarat 382421 and same is bounded as follows:

The said Landis bounded as follows :

On or towards the North : Block No. 422

On or towards the South : Block No. 424

On or towards the East : Block No. 411

On or towards the West : Block No. 439 And 440

The said Unit is bounded as follows :

On or towards the North : **{North}**

On or towards the South : **{South}**

On or towards the East : **{East}**

On or towards the West : **{West}**

THE SECOND SCHEDULE ABOVE REFERRED TO

(Part-I)

The aforesaid Flat/Shop/Apartment is along with common rights in all common utilities & amenities such as Lift, CCTV Camera, Common Passage, Water Tank, with Pump, common road and Electric Motor, and electric meter provided or usage of above Common amenities to be provided in the said scheme except exclusive right of Promoter/ Service Society as mentioned hereinabove.

Common Amenities
> Indoor Games (For Residential and Commercial)
> Landscape Garden (For Residential and Commercial)
> Children Play Areas (For Residential and Commercial)
> Pressure Pump (For Residential and Commercial)
> Water Supply with bore well (For Residential and Commercial)

(Part-II)

PROJECT SPECIFICATION
STRUCTURE
> Earthquake resistant RCC frame structure design for seismic conditions as per regulations codes.
PLASTER
> Inside single coat chhat mala plaster with double coat cement putty and primer coat.
> External double coat sand faced plaster with weather resistant Acrylic paint.
FLOORING
> PGVT Tiles
KITCHEN
> Platform with Marble

> Good Quality sink.
SANITARY WARE
> WC, TAP and Diverter
UTILITY
> Kota Stone Flooring.
> Dedo White Ceramics.
> Provision for RO Plant and Washing Machine
WINDOWS
> Domal type Aluminum Section
ELECTRIFICATION
> 3 Phase Copper Concealed (ISI) wiring with Modular Switches.
> MCB & ELCB ensuring maximum for safety.
SECURITY
> CCTV in common areas and access control in lobby.

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

SIGNED AND DELIVERED BY THE
WITHIN NAMED PROMOTER

M/s. ABJIBAPA BUILDWELL LLP, a LLP
Firm through its Partner Jigar Shivabhai
Patel

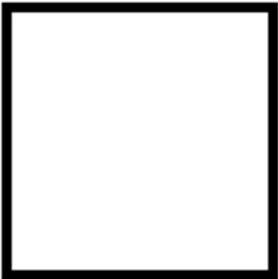
In the presence of :

1.

2.

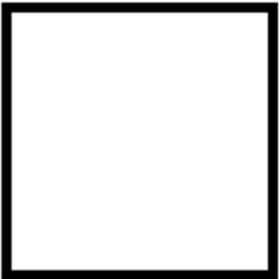
SCHEDULE UNDER SECTION 32 OF
THE INDIAN REGISTRATION ACT

PROMOTER	PHOTO	LEFT HAND THUMB IMPRESSION
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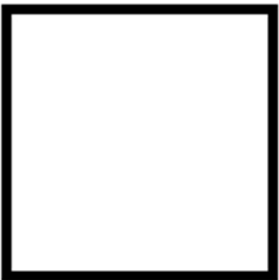


**M/s. ABJIBAPA BUILDWELL LLP, a LLP Firm through its Authorized Partner
Jigar Shivabhai Patel**

PURCHASER



(1) _____



(2) _____

Third Schedule (Part-I) : Approved Plan

Third Schedule (Part-II) : Floor Plan