

RERA REGI NO. _____

AGREEMENT FOR SALE
(Without Possession)

This Agreement for sale made at Ahmedabad this ____ day of 2023 by and between **AASHKA AATMAN INFRA LLP** a registered Limited Liability partnership firm, (having Permanent Account No. ACBFA1009Q), having its office at 303, Shakti Extol, Zydus Hospital Road, Thaltej, Ahmedabad, through its authorized partner **Shri Ashesh Maneklal Gajjar**, adult, aged 59, residing at A-6, Kadamb Bungalows, Thaltej, Ahmedabad-380059, hereinafter referred to as “**The Vendor or The Developer**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner) of the **FIRST PART**;

AND

_____, aged ____ years, Indian Inhabitant, residing at _____, (having PAN no. _____ and Aadhar no. _____) hereinafter called “**Purchaser(s)**” or “**Allottee**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include (in case of individual) his/her/their heirs, legal representatives, executors, successors and assigns; (in case of

partnership firm) its partners as at present and from time to time and the heirs and legal representatives of the last surviving partner, of the **SECOND PART;**

AND

Smt Renu Vinod Arora of Indian Inhabitant, aged about 70 years, Hindu by religion, residing at 12/1/B, Sur no. 239/2, Omkar House, Hebatpur Road, Opp, Ami Mangal-3, Satellite, Taltej, Ahmedabad-380059, (having Permanent Account No. AAEP A7615F and Aadhar no. 353429703766), hereinafter referred to as the **“Owner or Confirming Party”**, (which expression shall unless repugnant to the context or meaning thereof mean and include her heirs, executors, administrators, successors and assigns) of the **THIRD PART;**

WHEREAS the Owner is seized and possessed of or otherwise well and sufficiently entitled to the Non-agricultural land bearing Survey no. 155/5, situate, lying and being in the sim of Vastrapur, Taluka Vejalpur, District Ahmedabad and Sub District Ahmedabad-3 (Memnagar), which on its inclusion in T.P. Scheme no. 1 (Vastrapur) is given F.P. no. 221 admeasuring 735 sq. mtrs and more particularly described in the **SCHEDULE-A** hereunder written and delineated on the plan hereto annexed and thereon shown surrounded by red coloured boundary line (hereinafter collectively referred to as **“the said property”**).

AND WHEREAS the land of Survey no. 155 of which present survey no. 155/5 admeasuring 867 sq mtrs land is a part, was earlier held by Kohda Ichha and Dhana Ichha till Dhana Ichcha expired on 03/03/1942. His minor son Bhaga Dhana represented by his natural guardian and mother Bai Jadi Dhana inherited the said land. This fact is recorded in the revenue records under mutation entry no. 409 dated 11/11/1942.

AND WHEREAS the land of Survey no. 155 under State government circular no. LND 4755/G 307 dated 21/9/1955 of Revenue Department and under order no. LND 316 dated 4/10/1955, was marked as of new impartible tenure. This fact is recorded under mutation entry no. 1074 dated 01/02/1956.

Thereafter, on 30/8/1962, on demise of the said owner of the land Bhagabhai Dhanabhai, his widow Bai Hira and his minor sons Dashrathbhai and Bhikhabhai inherited the said land. This fact is recorded in the village revenue records under mutation entry no. 1369 dated 9/1/1963.

When other co-owner Khodabhai Ichhabhai expired on 24/2/1960 his sons Parshottam Khodidas and Bhalabhai Khodidas inherited his share in the said land.

Thereafter, minor Dashrath Bhagabhai expired on 16/8/1967 and as his mother Bai Jadi had also expired earlier name of Dashrathbhai Bhagabhai was deleted and for guardian of minor Bhikhabhai name of

Parsottambhai Khodabhai was mutated under mutation entry no. 1710 dated 13/2/1978; recording the above facts.

AND WHEREAS said land of survey no. 155 was thereafter released from the restrictions of New Tenure under order of City Dy. Collector dated 7/10/1980 being No. LAND. એમપુ.એનપુ.૪૬/૮૦. This order is recorded under mutation entry no. 3382 dated 24/10/1980. Thereafter, on application of occupant Parsotambhai Khodabhai under order of City Dy. Collector no. CDC/Land/SR/3188 dated 30/1/1988 and order of Mamlatdar, being no. Land/Vashi/3649 dated 22/6/1988, the mistake of the land marked as new Tenure Land made under mutation entry no. 1074 was corrected and cancelled. However, subsequently the said order of correction was cancelled by District Collector Ahmedabad under his order dated 30/11/1992 being no. CB/LND/9/C/3407 and the land was ordered to be reconsidered as new Tenure Land.

In the meanwhile said land of Survey no. 155 was already partitioned amongst family members by mutual oral family understanding and under the same land admeasuring 1067 sq yds came to the share of Ranchodbhai Bhulabhai. This partition has been reported under mutation entry no. 3399 dated 23/12/1980 in the village revenue records. Thereafter the parts of the said land were determined by DILR under his order of Hissa Durasti dated 22/11/1983. Under the same land bearing survey no. 155 part 5 admeasuring 867 sq mtrs became the land held by said Ranchhodbhai Bhikhabhai. Under mutation entry no. 3579 dated 8/12/1983 this KJP Durasti was reported in the revenue records of the village, Vastrapur.

In the meanwhile said Ranchhodbhai Bhalabhai under deed of Sale registered at serial no. 8191 on 5/4/1990 transferred the said land in favour of the confirming party i.e. Renu Vinod Arora and 2) Rajesh Parmanand Arora. Said land of survey no. 155 was included in the T.P. Scheme no. 1 Vastrapur and in lieu of survey no. 155/5 admeasuring 867 sq mtrs, land of F.P. no. 221 admeasuring 735 sq mtrs was allotted.

AND WHEREAS the order of District Collector, Ahmedabad treating the land of Survey no. 155 as new tenure land was challenged before the High Court by holders of parts of Survey no. 155 by preferring separate writ applications. However as the same, under order dated 23/8/2007 were dismissed Letters Patent Appeals were preferred against the said order were withdrawn as the State Government inclined to accept and the petitioners were ready and willing to pay premium amount. (Ref. mutation entry no. 6057).

Thereafter, District Collector, Ahmedabad under his order no. CB/New Tenure/Premium/Vastrapur/Survey no./Block no./155/5/SR427/2012-13 dated 9/9/2019 as the premium amount was determined and as the same was paid the land was ordered to be released from the restrictions of new tenure land. (Reference mutation entries no. 6055 dated 13/9/2019 and no. 6106 dated 4/7/2020).

AND WHEREAS under family understanding between co-owners of land of Survey no. 155/5 co-owner Rajesh Parmanand Arora released his rights in the said land in favour of the Confirming Party i.e. Renu Vinod Arora. This release of rights has been recorded in the revenue records under

mutation entry no. 6078 dated 21/1/2020. However, as ordered by Dy Collector Stamp Duty-I under his opinion deficit stamp duty on the said document of family understanding was paid. (Ref. mutation entry no. 6078 dated 21/1/2020). The construction made on the land of survey no. 155/5 has been regularized with retrospective effect upon application of the owner Renu Vinod Arora by District Collector, Ahmedabad, under his order no. 2224/07/19/041/2020 dated 9/9/2020 passed under section 66 of the Gujarat Land Revenue Code on payment of penalty. This order is recorded in the revenue records under mutation entry no. 6123 dated 9/9/2020.

AND WHEREAS the Owner has been desirous of developing the said property and has approached the Developer for the same. The Owner has agreed to permit the Developer to develop the said property as per the agreed terms, under a **Development Agreement** executed between them on 03/04/2023 registered vide serial no. 4164 in the office of the Sub-Registrar of Assurances Ahmedabad.

AND WHEREAS, the Vendor Developer has developed the scheme on the said non agricultural land in the name of “**AASHKA AATMAN**”, of 21 residential flats units in multi-storeyed building with facilities of common amenities, and services;

AND WHEREAS the Vendor submitted plans for construction on the said land, consisting of One Tower comprising of all Residential Units in the Scheme known as “**AASHKA AATMAN**”, as per the necessary Development permission and plans duly approved by Ahmedabad Urban

Development Authority vide its Commencement Letter (Rajachitthi) No. BLNTS/NWZ/170123/CGDCRV/A6855/R0/M1 dated 23/03/2023, and revised Commencement Letter (Rajachitthi) No. BLNTS/NWZ/170123/CGDCRV/A6855/R1/M1 dated 17/10/2023 Sanctioning construction of Ground plus Seven (7) storied apartments building consisting of basement parking, ground, Hollow plinth parking and 7 upper floors with 21 exclusive **3 bed rooms residential flats**, 3 flats on each floor on land admeasuring 735 Sq. Mtrs. of Final Plot No. 221. As the same is duly sanctioned by the said local competent authority the Developer became entitled to erect the said Apartment building of the "AASHKA AATMAN" scheme.

AND WHEREAS, the Vendor pursuant to that has developed the land described in the **Schedule "A"** hereunder written by constructing apartment building of "AASHKA AATMAN" on said immovable property owned by the Owner as per the agreed terms and condition between them of Ground plus Seven storied apartments building consisting of basement parking, ground, Hollow plinth parking and 7 upper floors with 21 exclusive **3 bed rooms residential flats**, 3 flats on each floor and with common facilities of a parking space, on the said lands.

AND WHEREAS the said scheme of vendor as project "AASHKA AATMAN" has been registered with RERA, under its registration no. _____ dated _____.

AND WHEREAS the Purchaser desired to acquire one unit in the scheme known as "AASHKA AATMAN" being **Flat No.** ____ on the ____ **Floor**

admeasuring _____ Sq. Mtrs. (carpet area), _____ sq ft Super built-up area, alongwith wash/balcony admeasuring _____ Sq. Mtrs. area of construction had shown his/her/their willingness to purchase the said Flat No. ____ together with exclusive specified 1 car parking and all undivided interest in the common passages, stair and services provided under the scheme as owner together with proportionate undivided ownership interest admeasuring _____ Sq. Mtrs. in the land bearing Final Plot no. 221 upon which the “AASHKA AATMAN” has been constructed.

AND WHEREAS the Purchasers had perused the plans and specifications for construction of the flat/unit and had received copy of the same from the vendor and satisfied himself/herself/themselves/itself that the same are in accordance with the GDCR in force at present, and has also ascertained that the construction under the scheme including the said premises is complete in all respects and Building Use Permission has been granted by Ahmedabad Municipal Corporation under letter no. _____ dated _____ and the construction made in the scheme is fully in accordance with the building regulations applicable.

AND WHEREAS the Purchasers have read and gone through the certificate supplied by the Vendor regarding its titles to the lands on which “AASHKA AATMAN” building scheme is constructed and having received a copy of the same has fully satisfied with the same and has/have agreed to acquire the flat, thereafter only;

AND WHEREAS the Proposed Purchasers has applied to the Vendor to purchase a **Flat No.** ____ which is on _____ **Floor** of the said Project and started making payment towards agreed price of **Rs.** _____/- opting for dispensing the requirement of entering into a formal registered Agreement for Sale, at their own instance.

AND WHEREAS the carpet area of the said Apartment is ____ **sq mtrs** where "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or veranda area and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment.

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, under section 13 of the said Act the Vendor is required to execute a written Agreement for sale of said Flat with the Proposed Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor hereby agrees to sell and the Proposed

Purchaser hereby agrees to purchase the one apartment with specified car parking space.

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

1) The Vendor is constructing the said scheme “**AASHKA AATMAN**”, consisting of of Ground plus Seven (7) storied apartments building consisting of basement parking, ground or Hollow plinth parking and 7 upper floors with 21 exclusive **3 bed rooms residential flats**, 3 flats on each floor on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority i.e. Ahmedabad Municipal Corporation from time to time. Provided that the Vendor shall have to obtain prior consent in writing of the Proposed Purchaser in respect of variations or modifications which may adversely affect the Flat of the Proposed Purchaser except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Proposed Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Proposed Purchasers **Flat No.** ____ admeasuring carpet area of ____ **sq.mtr.** on ____ **Floor** of apartment building of “**AASHKA AATMAN**”, with proportionate undivided share or undivided interest in the land (hereinafter referred to as "**The Flat**") for the consideration of **Rs.** ____/- (**Rupees** _____ **Only**) which is inclusive of Torrent Power Limited and Ahmedabad Municipal Corporation charges being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent

and description of the common areas and facilities which are more particularly described in the **Schedule "B"** annexed herewith. (the price of the Flat including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Proposed Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Proposed Purchaser hereinafter written.

Sr. No.	Description	Area in Sq. Mtr.	Forming part of the Flat for the consideration of Rs.
1	1- Balcony/ wash	_____	_____
2	Undivided share of open terrace	_____	_____
3	Undivided proportionate share in Basement being constructed in the layout	_____	_____

1(b) The total aggregate consideration amount for the Flat mentioned herein above from clause 1 a (i) to (ii) is thus **Rs. _____/-**.

1(c) The Proposed Purchaser has paid on or before execution of this agreement a sum of **Rs. _____/- (Rupees _____ Only)** (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Vendor the balance amount of **Rs. _____/- (Rupees _____ Only)** in the following manner:-

- i. Amount of Rs _____/- () (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.
- ii. Amount of Rs _____/- () (not exceeding 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 of Rs _____/- () (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 _____/- () (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 _____/- () (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 _____/- () (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 _____/- () (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 lobbies, 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 _____/- () 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.

1(d) The total price as stated above excludes Taxes (consisting of tax paid or payable by the Vendor by way of Value Added Tax, Service Tax, GST, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Vendor) up to the date of handing over the possession of the apartment, which shall be separately payable by the Proposed Purchaser in the manner as may be decided by the Vendor. In addition to the sale price agreed hereinabove the Proposed Purchaser shall also be liable to pay on or before the completion of sale) a) Maintenance Deposit **Rs.** _____/-
b) Amount of stamp duty, registration charges and legal fees expensed that may be payable on actual basis and c) Running Maintenance for ____ years from date of B.U. Permission as decided by the members.

The proposed purchaser has agreed to be the member of the maintenance Co-op Society which may be registered in due course under the provisions of the Gujarat Co-op Societies Act, and abide by the rules-regulations as well as resolutions of the society passed time to time by the executive and general committee of said society. The ownership of the apartment acquired by the proposed purchaser shall always be co-extensive with the membership of the said society.

1(e) The total price is escalation-free, save and except escalations/increases, 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 Local Bodies/Government from time to time. The Developer undertakes and agrees that while raising a demand on the Proposed Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the proposed Purchaser, which shall only be applicable on subsequent payments.

1(f) The Vendor shall confirm the final carpet area that has been allotted to the Proposed Purchaser after the construction of the Building is completed and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent.

The total price payable for the carpet area shall be recalculated upon confirmation by the Vendor. If there is any reduction in the carpet area within the defined limit then Vendor shall refund the excess money paid by Proposed Purchaser within 45 days with annual interest at the rate of MCLR + 2% (SBI), from the date when such an excess amount was paid by the Proposed Purchaser. If there is any increase in the carpet area allotted to Proposed Purchaser, the Vendor shall demand additional amount from the Proposed Purchaser and to be paid by Proposed Purchaser within 45

days with annual interest at the rate of MCLR + 2% (SBI), from the date when such increase in the carpet area is not adjusted as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter or sq ft as agreed in Clause 1(a) of this Agreement.

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

2.1 The Vendor hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the apartment to the Proposed Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the apartment.

2.2 Time is essence for the Vendor as well as the Proposed Purchaser. The Vendor shall abide by the time schedule for completing the project and handing over the Flat to the Proposed Purchaser and the common areas to the Proposed Purchaser after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Proposed Purchaser shall make timely payments of the installments and other dues payable by him/her and meeting the other obligations under the

Agreement subject to the simultaneous completion of construction by the Vendor as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Vendor hereby declares that the Floor Space Index available as on date in respect of the project land is 1984.50 sq mtrs only and Vendor has planned to utilize Floor Space Index of 1984.50 sq mtrs. The Vendor has purchased additional FSI of 570.00 sq mtrs TDR on payment and may raise further Construction of additional apartment as may be lawfully permitted under the revised plans of which the Developer is entitled to submit and get the approval of the same. The Vendor has disclosed the total Floor Space Index of 2549.75 sq mtrs as proposed to be utilized by him on the project land in the said Project and Proposed Purchaser has agreed to purchase the said Flat based on the proposed construction and sale of Flats to be carried out by the Vendor by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Apartment holders only in proportion to their shares.

4.1 If the Vendor fails to abide by the time schedule for completing the project and handing over the apartment to the Proposed Purchaser, the Vendor agrees to pay to the Proposed Purchaser, who does not intend to withdraw from the project, interest at the rate of MCLR + 2% (SBI) per annum, on all the amounts paid by the Proposed Purchaser, for every month of delay, till the handing over of the possession. The Proposed Purchaser agrees to pay to the Vendor, interest at the rate of MCLR + 2% (SBI) per annum, on all the delayed payment which become due and payable by the Proposed Purchaser to the Vendor under the terms of this

Agreement from the date the said amount is payable by the Proposed Purchaser(s) to the Vendor.

4.2 Without prejudice to the right of Vendor to charge interest in terms of sub clause 4.1 above, on the Proposed Purchaser committing default in payment on due date of any amount due and payable by the Proposed Purchaser to the Vendor under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Proposed Purchaser committing three defaults of payment of installments, the Vendor shall at his own option, may terminate this Agreement: Provided that, Vendor shall give notice of fifteen days in writing to the Proposed Purchaser, by Registered Post AD at the address provided by the Proposed Purchaser and mail at the e-mail address provided by the Proposed Purchaser, 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 Proposed Purchaser fails to rectify the breach or breaches mentioned by the Vendor within the period of notice then at the end of such notice period, Vendor shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Vendor shall refund to the Proposed Purchaser (subject to adjustment and recovery of agreed liquidated damages of ____% of the total consideration and any other amount which may be payable to Vendor within a period of thirty days of the termination, the installments of sale consideration of the

Flat which may till then have been paid by the Proposed Purchaser to the Vendor.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with brand, or price range to be provided by the Vendor at his/her/its option in the said building and the apartment as are set out in **Annexure 'C'**, annexed hereto.

6. The Vendor shall give possession of the apartment to the Proposed Purchaser on or before 30/09/2027. If the Vendor fails or neglects to give possession of the Flat to the Proposed Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Vendor shall be liable on demand to refund to the Proposed Purchaser the amounts already received by him in respect of the Flat with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Vendor received the sum till the date the amounts and interest thereon is repaid. Provided that the Vendor shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of - (i) war, civil commotion, Epidemic or act of God, Lock-down (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court preventing the work in any manner due to any epidemic or unforeseen resultant circumstances.

7.1 Procedure for taking possession - The Vendor, upon obtaining the building use permission from the competent local authority Ahmedabad Municipal Corporation and the payment made by the Proposed Purchaser

as per the agreement shall offer in writing the possession of an apartment, to the Proposed Purchaser in terms of this Agreement to be taken within ____ (____ months from the date of issue of such notice and the Vendor shall give possession of an apartment) to the Proposed Purchaser. The Vendor agrees and undertakes to indemnify the Proposed Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Vendor. The Proposed Purchaser agree(s) to pay the maintenance charges as determined by the Vendor or service society/association of Proposed Purchaser will be formed for, as the case may be. The Vendor on his behalf shall offer the possession to the Proposed Purchasers in writing within 7 days of receiving the building use permission of the Project.

7.2 The Proposed Purchaser shall take possession of the Flat within 15 days of the written notice from the Vendor to the Proposed Purchasers intimating that the said Flats are ready for use and occupancy:

7.3 Failure of Proposed Purchaser to take Possession of an apartment:

Upon receiving a written intimation from the Vendor as per clause 7.1, the Proposed Purchaser shall take possession of the Flat from the Vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor shall give possession of the Flat to the Proposed Purchaser. In case the Proposed Purchaser fails to take possession within the time provided in clause 7.1 such Proposed Purchaser shall continue to be liable to pay maintenance charges as applicable.

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

8. The Proposed Purchaser shall use the Flat or any part thereof or permit the same to be used only for purpose of residence. He/she/it shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Proposed Purchaser along with other Proposed Purchaser(s) of the apartment in scheme agreed to become member of service society, to be formed for the purpose of looking after the maintenance of the general services and common areas and properties to be used and enjoyed by owners of the Flats of “**AASHKA AATMAN**”. The Proposed Purchaser has agreed to pay to the Vendor the maintenance deposit of **Rs. _____/-** (**Rupees _____ Only**) and become member of the said Co-operative Society on taking over the possession of the Flat and on

execution of the deed of conveyance in his/her/its favour by the Vendor. The amount of deposit received from owners of each Flat by the Vendor shall be entrusted to the said Society.

9.1 Within 15 days after notice in writing is given by the Vendor to the Proposed Purchaser that the Flat is ready for use and occupancy, the Proposed Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) 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, Fire Safety renewal charges, 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 land and building/s.

Until the service society/non registered association of persons is formed, the Proposed Purchaser shall pay to the Vendor such proportionate share of outgoings as may be determined. The Proposed Purchaser further agrees that till the Proposed Purchaser's share is so determined the Proposed Purchaser shall pay to the Vendor provisional Deposit of **Rs. _____/-** towards the outgoings. The amounts so paid by the Proposed Purchaser to the Vendor shall not carry any interest and remain with the Vendor until the same is transferred to the society or the association or the limited company as aforesaid.

10. Over and above the amounts mentioned in the agreement to be paid by the Proposed Purchaser, the Proposed Purchaser shall on or before

delivery of possession of the said premises shall pay to the Vendor such proportionate share of the outgoings as may be determined by the Vendor and which are not covered in any other provisions of this agreement.

11. At the time of registration of deed of conveyance of the said flat the Proposed Purchaser shall pay the costs of stamp duty and registration fees or any taxes, cess or charges may be levied by the Local Authority or State or Central Government and legal fees expenses that may be incurred by the vendor for such conveyance and its registration.

12. REPRESENTATIONS AND WARRANTIES OF THE VENDOR

The Vendor hereby represents and warrants to the Proposed Purchaser as follows:

- i. The Vendor has clear and marketable title with respect to the project land; as declared in the title report and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the declaration of form-B submitted alongwith registration;

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

vi. The Vendor has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Proposed Purchaser created herein, may prejudicially be affected;

vii. The Vendor has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said Flat which will, in any manner, affect the rights of Proposed Purchaser under this Agreement;

viii. The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said Flat to the Proposed Purchaser in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of Proposed Purchaser the Vendor shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Proposed Purchaser viz Service Society.

x. The Vendor has duly paid and shall continue to pay and discharge undisputed 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 until the time of giving possession of the same to the Proposed Purchaser.

xi. 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 or served upon the Vendor in respect of the project land and/or the Project except those disclosed in the title report.

13. The Proposed Purchasers/s or himself/themselves with intention to bring all persons into whosoever hands the Flat may come, hereby covenants with the Vendor as follows :-

i. To maintain the Flat at the Proposed Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat 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 is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Flat 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 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, lift or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Proposed Purchaser in this behalf, the Proposed Purchaser shall be liable for the consequences of the breach.

To use the Flat for residential purpose and not for any commercial activity such as tuition classes/classes etc.

iii. To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Vendor to the Proposed Purchaser and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Proposed Purchaser committing any act in contravention of the above provision, the Proposed Purchaser shall be responsible and liable for

the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat without the prior written permission of the Vendor and/or the Service Society /non registered association of persons.

v. 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 is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse by the servants of the purchaser or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the Flat is situated. In case of any negligence by the purchaser towards his/her servant, the entry of the servant in the said flat will be restricted.

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

viii. To 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 by the Proposed Purchaser for any purposes other than for purpose for which it is sold.

ix. The Proposed Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Proposed Purchaser to the Vendor under this Agreement are fully paid up.

x. The Proposed Purchaser shall observe and perform all the rules and regulations which the Service Society 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 scheme and the Flats 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 Proposed Purchaser shall also observe and perform all the stipulations and conditions layed down by the Service Society regarding the occupancy and use of the Flat 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.

xi. The consideration price of the said property is one compact and composite consideration price. The Purchaser shall not be entitled for any running or final bill or estimate of land contribution, construction contribution, common development or any other separate detailed particulars of the consideration. However, the vendor for relevant purposes of accounting or other requirements may split the same into different components for different account purpose

xii. The Purchaser shall not have any objection if any portion of the said project land is handed over to the electric supply company for putting an electric sub-station or other infrastructure and the promoter shall be entitled to give such part of the project land to the said company or any other body for such purpose on such terms and conditions as may be agreed between the vendor and the said company and the same shall be binding on the Purchaser and the said project management body.

xiii The Purchaser hereby acknowledges that even after the management body has been formed with respect to the said project the vendor shall be entitled to sell or in any other manner transfer the unsold units in the said project to any third party on such terms and conditions as it may deem fit and such Purchaser/transferee of un-sold units shall be entitled to become member of the management body and use all common areas and facilities in the project at par with other unit Purchaser.

xiv. The Proposed Purchaser shall permit the Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

14. The Vendor shall maintain a separate account in respect of sums received by the Vendor from the Proposed Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Housing Service Society towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

15. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats or any part thereof. The Proposed Purchasers shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Vendor until the same is transferred as hereinbefore mentioned.

16. VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE:-

After the Vendor executes this Agreement he shall not mortgage or create a charge on the Flat 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 Proposed Purchaser who has taken or agreed to take such Flat.

17. BINDING EFFECT:-

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

18. ENTIRE AGREEMENT:-

This Agreement, along with its schedules and annexures, 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, as the case may be.

19. RIGHT TO AMEND: -

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

20. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PROPOSED PURCHASERS / SUBSEQUENT PROPOSED PURCHASERS:

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 Proposed Purchaser of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

21. 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.

22. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:-

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

23. 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.

24. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Vendor through himself at the Vendor's office in after the Agreement is duly executed by the Proposed Purchaser and the Vendor or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Ahmedabad.

25. The Proposed Purchaser and/or Vendor shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Vendor or his power of attorney holder will attend such office and admit execution thereof.

26. That all notices to be served on the Proposed Purchaser and the Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Proposed Purchaser or the Vendor by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name, Address and Email Address of the Proposed Purchasers:-

Name, Address and Email Address of the Vendor:-

M/s AASHKA AATMAN INFRA LLP
a partnership firm through its authorized partner
Shri Ashesh Maneklal Gajjar,
303, Shakti Extol, Near Zydus Hospital,
Thaltej, Ahmedabad-380059,

It shall be the duty of the Proposed Purchaser and the Vendor to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed

to have been received by the Vendor or the Proposed Purchaser, as the case may be.

27. JOINT PROPOSED PURCHASERS:-

That in case there are Joint Proposed Purchaser all communications shall be sent by the Vendor to the Proposed 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 Proposed Purchaser.

28. STAMP DUTY AND REGISTRATION:-

The charges towards stamp duty and Registration of this Agreement shall be borne by the Proposed Purchaser.

29. DISPUTE RESOLUTION:-

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

30. 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 and the Ahmedabad courts will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Ahmedabad in the

presence of attesting witness, signing as such on the day first above written.

**SCHEDULE
(Project Land)**

All that piece and parcel of Non-agricultural land bearing Survey no. 155/5, situate, lying and being in the sim of Vastrapur, Taluka Vejalpur, in the Registration District Ahmedabad and Sub District Ahmedabad-3 (Memnagar), which on its inclusion in T.P. Scheme no. 1 (Vastrapur) is given F.P. no. 221 admeasuring 735 sq. mtrs with construction of ground and first floor, having Municipal tenement no. _____ and is bounded as follows:-

East : Final Plot no. 220
West : Final Plot no. 222
North : Survey no. 156 and F.P. no. 229
South : T.P. scheme and 12 mtrs road

SCHEDULE-“B”

The price of the Flat including the proportionate price of the common areas and facilities and parking spaces shown hereunder:-

Sr. No	Description	Area in Sq.Mtr.	Forming part of the Flat for the consideration of
1	1-Balcony / verandah	_____	-----
2	2-Wash/Balcony/ verandah	_____	-----
3	Undivided share of open terrace	-----	-----
4	Parking spaces on Basement stilt	-----	-----

5	1/19 th undivided share in Basement	_____	Rs_____/-
6	Total Consideration	-----	Rs_____/-
7	Maintenance Deposit	-----	Rs._____/-
8	Stamp Duty + Registration fees + other direct or indirect taxes	-----	As per prevailing law

SCHEDULE-"C"
(PROPERTY UNDER SALE)

All that immovable property of Flat No. ____ on the _____ Floor admeasuring _____ Sq. Mtrs. (carpet area), _____ Super-Built-up area **alongwith wash/balcony** admeasuring _____ Sq. Mtrs. area of construction in the scheme known as "AASHKA AATMAN" with all proportionate rights of common areas, amenities and facilities as owner with proportionate undivided, ownership rights, title and interest of _____ Sq. **mtrs.** in the land bearing **Final Plot No. 221** of Draft **T.P. Scheme no. 1** of Vastrapur situated at Moje Vastrapur, Taluka Vejalpur, District Ahmedabad and Registration Sub-District Ahmedabad-3 (Memnagar)

upon which “AASHKA AATMAN” has been constructed. The said **Flat no. ____** is bounded as follows:-

East :
West :
North :
South :

ANNEXURE -A

(Authenticated copies of the plans and specifications of the Flat agreed to be purchased by the Proposed Purchaser as approved by the concerned local authority)-attached herewith.

ANNEXURE -B

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)-attached herewith

ANNEXURE - C

(Specification and amenities for the Flat)

**Signed, Sealed and Delivered
by the within named
"Vendor"
AASHKA AATMAN INFRA LLP
through its authorized partner
Shri Ashesh Maneklal Gajjar**

in the presence of

1. _____

2. _____

**Signed, Sealed and Delivered
by the within named
"Confirming Party"
Smt Renu Vinod Arora**

in the presence of

1. _____

2. _____

**Signed, Sealed and Delivered
by the within named
"Purchaser"**

in the presence of

1. _____

2. _____

RECEIPT

Received of and from the Proposed Purchaser above named the sum of **Rs.**

_____-/- on execution of this agreement towards application fee and

Consideration I say received.

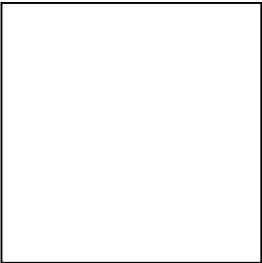
AASHKA AATMAN INFRA LLP

through its authorized partner

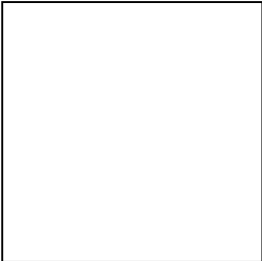
Shri Ashesh Maneklal Gajjar

Schedule under Section 32 (a) of the Registration Act

Signed and Delivered
by the within named
"Confirming Party "
Smt Renu Vinod Arora



Signed and Delivered
by the Within named
"Vendor"
AASHKA AATMAN INFRA LLP
through its authorized partner
Shri Ashesh Maneklal Gajjar



Signed and Delivered
by the within named
"Purchaser "

