

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") is entered on this _____ day of _____;
2016 at Ahmedabad, by and between

ZODIAC DEVELOPER, a partnership firm having its registered office at 410, ZODIAC SQUARE, OPPOSITE GURUDWARA, S G ROAD,, AHMEDABAD – 380054. through its Partners

1. SHRI JAYPRAKASH LAXMICHAND BAJAJ

Age adult, residing at 14/C, Ashok Vatika, Near. Iskon cross Road, Satellite, Ahmedabad.

2. AIR TOUCH TECHNOLOGIES PVT. LTD. through its director SHRI KIRTIBHAI VADNAGARA

Age _____ adult, _____ residing _____ at _____

Ahmedabad.

(hereinafter referred to as “**Vendor**” or the “**Company**”, which expression shall include its partners for the time being of the said firm, their survivor or survivors and their heirs, successors, executors, administrator, legal representative and assigns) as Party of the **ONE PART**,

AND

Age _____ adult _____ residing _____ at _____

_____ (hereinafter referred to as the “**Prospective Acquirer**”, which expression shall include his/her heirs, executors, administrators, successors and permitted assigns) as Party of the **OTHER PART**

Each of the Vendor and the Prospective Acquirer, are hereinafter individually referred to as a “Party”, and collectively referred to as the “Parties”.

WHEREAS:

- (a) The Vendor is absolutely seized and possessed of Non-Agricultural land of **Survey No. 103** (Old Vejalpur Survey No. 197) having area admeasuring **11028 Sq. Mtrs** covered under **T. P. Scheme No. 6** and allotted **Final Plot No. 7/2** having area admeasuring **2378 sq.mtrs** AND **Survey No. 97/2** (Old Vejalpur Survey No. 191/2) having area admeasuring **809 sq.mtrs** covered under **T. P. Scheme No. 4** and allotted **Final Plot No. 137** having area admeasuring **622 sq.mtrs** altogether **3000 sq.mtrs** of Mouje Jodhpur, Taluka Vejalpur (Old Taluka Ahmedabad City-West), Dist. Ahmedabad Registration District Ahmedabad and sub-district Ahmedabad – 4 (Paldi) more particularly described in the **Schedule-I** written hereunder. Hereinafter referred to as “**the Said Land**”.
- (b) **That**, the Vendor has proposed a **Scheme** of Residential Apartments known as “**ZODIAC AARISH**” on **the said land** (hereinafter referred to as the

“Scheme”) as per the Building Plans approved by Ahmedabad Municipal Corporation vide commencement letter (Rajachitthi) No. 02627/060614/A2065/R0/M1 dated 24-11-2014. Thereafter Ahmedabad Municipal Corporation has sanctioned revised Plan vide commencement letter (Rajachitthi) No. 5263/060614/A2065/R0/M2 dated 21-01-2016.

(c) **That,** District Collector Ahmedabad has granted Non Agricultural Permission for Residential Purpose vide their order No. CB/LAND-1/N.A./S.R.-62/2009 dated 01-11-2010 for the Land of **Survey No. 103, T. P. Scheme No. 6** and allotted **Final Plot No. 7/2 AND** CB/LAND-1/N.A./S.R.-60/2009 dated 08-11-2010 for the Land of **Survey No. 97/2, T. P. Scheme No. 4** and allotted **Final Plot No. 137.**

(d) **The** Vendor is interested in selling Apartments in the **Scheme** to prospective Acquirers. The Prospective Acquirer is desirous of purchasing an Apartment and the Vendor is willing to sell to the Prospective Acquirer an Apartment in the **Scheme** along with an undivided share of the Developable Area. On the basis of the above, the Prospective Acquirer submitted an application to Vendor for provisionally allotting an **Apartment No. _____** situated on **Floor of Block _____** in the **Scheme** having approximately Super Built-up area **_____sq. feet** i.e. **_____ sq. mtrs (_____ sq.mtrs Built-up area** as per plan) and net usable i.e. carpet area **_____ sq. feet** i.e. **_____ sq.mtrs** more particularly described in **Schedule-II** written hereunder, along with proportionate undivided share in land is hereinafter referred to as the **“Scheduled Property”** where applicable.

(e) **The** Prospective Acquirer has examined the title of the Vendor to **the said land** and has seen the documents of title in Vendor’s possession and is satisfied with the Vendor’s title to **the said land** and also declares that he has taken inspection of the plans and specifications of the proposed construction which have been approved by the Ahmedabad Municipal Corporation.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement and for other good and valuable consideration (the receipt and adequacy of which is hereby mutually acknowledged), each of the Parties hereby agree as follows:

1. AGREEMENT FOR SALE OF THE SCHEDULED PROPERTY

- 1.1** Upon completion of the construction of the Scheduled Property in terms of this Agreement, the Vendor shall sell and the Prospective Acquirer shall purchase the Scheduled Property the particulars of which are provided for at **Schedule -II** hereto on the terms and conditions specified in this Agreement and for a Consideration, payable in the manner detailed in **Clause 3 below**.
- 1.2** The Prospective Acquirer agrees and acknowledges that he shall not, at any time, claim any sub-division/bifurcation/partition and/or right to exclusive possession of any portion of the Developable Area or Undivided share on which the said **Scheme** is being constructed.
- 1.3** The Prospective Acquirer hereby agrees and acknowledges that it shall own the Undivided Share in the Developable Area on which the said **Scheme** is constructed and shall be entitled to use and enjoy, along with Prospective Acquirers of other Apartments in the aforesaid **Scheme**. Developable area means the common areas including but not limited to garden area, the approach area comprising of entry and exit to the **Scheme**, drive way, common passages & parking of the **Scheme** and facilities / amenities to be provided in the **Scheme**.
- 2. MODIFICATIONS**
- 2.1** Any modifications, variations and alterations to the Scheduled Property shall not be permitted, however, modifications to the interior of the Scheduled Property which will not affect the external elevation or appearance may be permitted by the Vendor at its sole discretion.
- 2.2** Upon receipt of the application from the Prospective Acquirer regarding the Internal Modifications, the Vendor shall notify in writing to the Prospective Acquirer if the Internal Modifications suggested by the Prospective Acquirer to the Scheduled Property are acceptable or not, along with an estimate of cost and the time period for execution of the same. The Prospective Acquirer acknowledges and agrees that the Vendor may at its sole discretion refuse to undertake any or part of any of the Internal Modifications and shall undertake only such Internal Modifications that may be feasible. The Prospective Acquirer understands and agrees that the **clause 5.1(iii)** mentioned below will not be applicable in case the Prospective Acquirer requests for internal modifications and the Vendor accepts and undertakes the same.

2.3 **Upon** receipt of the notice regarding Internal Modifications from the Vendor, the Prospective Acquirer shall pay such amount as notified by the Vendor in the aforesaid notice, within a period of **7 (seven)** days from the date of notice unless otherwise agreed between the Vendor and the Prospective Acquirer. The Vendor shall start the Internal Modifications only upon receiving the aforesaid amount.

2.4 **In** the event the cost of the Internal Modifications exceeds the estimated cost notified by the Vendor such additional costs shall be borne by the Prospective Acquirer. It is hereby clarified that the possession of the Scheduled Property will not be given to the Prospective Acquirer until all costs payable towards Internal Modifications are paid by the Prospective Acquirer to the Vendor.

2.5 **The** Prospective Acquirer agrees and acknowledges that the Vendor may at its discretion at any time during the execution of the Internal Modifications, notify the Prospective Acquirer and discontinue the execution of the Internal Modification for any reason whatsoever. In the event the Vendor is unable to complete the execution of the Internal Modifications the Vendor shall refund the unutilized amount of money, if any, without any interest, paid by the Prospective Acquirer to the Vendor for the Internal Modifications.

3. BASIC SALE PRICE/CONSIDERATION PAYABLE

3.1 **In** consideration of the Vendor agreeing to sell the Scheduled Property to the Prospective Acquirer upon completion of the construction of the Scheduled Property in accordance with this Agreement, the Prospective Acquirer shall pay basic sale price / consideration towards Scheduled Property amounting to Rs. _____/- say rupees _____ only. which shall be final and binding. Out of the total consideration amount Rs. _____/- say _____ rupees _____ only with applicable service-tax has been paid by the Prospective Acquirer to the Vendor and **the Vendor hereby acknowledges the receipt of the same** as mentioned herein below:

Rs. _____/- Say _____ rupees
_____ only paid by the Prospective Acquirer to

the Vendor by Cheque
No. _____ dated
_____ drawn on

Rs. _____/- Say
rupees _____

Out of the above said amount Rs. 5 _____/- of
Rs. _____ /-, say rupees _____
only towards basic consideration amount and Rs. _____/- say
rupees _____ only towards Service-
tax.

In addition to the Consideration the Prospective Acquirer shall have to pay Rs. 360/- per sq. feet towards Torrent Power Ltd for Electric Connection, AMC and other legal charges with applicable service-tax or any other tax (exclusive of stamp duty and registration charges and other taxes), Rs. ____/- per sq. feet towards Maintenance expenses for ____years and Rs. ____/- per sq. feet towards Maintenance Deposits on or before execution of sale deed of the Schedule Property. If there is any increase/upward in revision in Torrent Power Ltd for Electric Connection, AMC and other legal charges, Prospective Acquirer agrees to pay the same at the time of making payment of last installment. Necessary intimation will be given by the Vendor to the Prospective Acquirer in this regard. The details of the Scheduled Property and various charges, expenses and deposit payable by Prospective Acquirer are stated in **Schedule – III** hereunder written.

3. **Remaining** consideration amount shall have to be paid by the Prospective Acquirer at the time of Execution of Sale Deed of the Scheduled Property.

4. **COVENANTS OF THE PARTIES**

4.1 **Possession**

(i) The possession of the said Apartment shall be given by the Vendor to the Prospective Acquirer after the said **Scheme** is ready for use and occupation and the B U Permission shall have been obtained from the Ahmedabad Municipal Corporation or other concerned authority. The Prospective Acquirer shall take possession of the said

apartment within thirty days of the receipt of the written notice from the Vendor stating that the said Apartment is ready for use and occupation. The Prospective Acquirer shall be entitled to take possession of the said Apartment only if he has duly observed and performed all the obligations and stipulations contained in this Agreement and has duly paid to the Vendor all and whatsoever the amounts are payable by him under this Agreement

- (ii) **The** Prospective Acquirer agrees that pursuant to taking possession, the Prospective Acquirer shall maintain the front elevation and the side and rear elevations of the Scheduled Property in the same form and color when possession was delivered, and shall not at any time alter the said elevation in any manner whatsoever, without the prior written consent of the Vendor or the Service Society/Association (to be formed), as the case may be. The Prospective Acquirer shall not put up any structures, grills or through any other means change, in any manner, the exterior of the Scheduled Property and shall not put up any structure over the lawn or parking spaces or any other common areas. The Prospective Acquirer shall not be entitled to alter the appearance, color **Scheme** of the exterior of the Scheduled property or the exterior of the lobby, wall or entrance to the Scheduled Property.
- (iii) In the event of availing loan by the Prospective Acquirer under Interest Subvention **Scheme** offered by the Vendor, the Prospective Acquirer shall have to execute the Sale Deed within **7(seven)** days of the receipt of the notice of intimation that the Apartment is ready for use i.e. ready for fit outs / furnishing along with the draft of Sale Deed under the other terms of this agreement. It is agreed by the Prospective Acquirer that failure to execute the sale deed, shall attract interest at the rate of 24% p.a. Interest shall be calculated from the 8th day of notice till the prospective Acquirer executes the sale deed. It is further agreed by the Prospective Acquirer that, if within 90 days Prospective Acquirer do not execute the sale deed of the Apartment from the receipt of the above said notice, this Agreement shall automatically terminated and the booking of the

apartment will be cancelled and the amount paid by the Prospective Acquirer shall be forfeited by the vendor without prior notice.

4.2 Execution of a Sale Deed and Possession:

Upon receipt by the Vendor of the Basic sale price / Consideration in accordance with **clause-3 above** along with Torrent Power Ltd for Electric Connection, AMC and other legal charges, Maintenance Expenses, Maintenance Deposit, Service tax and costs towards Internal Modification and applicable statutory charges and levies if any, the Vendor shall notify the Prospective Acquirer of the date on which the sale deed is to be executed and registered by the Parties for conveying the ownership, and possession of the Scheduled Property to the Prospective Acquirer ("Sale Deed").

5. ADDITIONAL COVENANTS

5.1 Covenants, Confirmations and Undertakings of the Vendor.

The Vendor hereby covenants, confirms and undertakes the following:

- (i) That** the Vendor has not entered into any agreement for sale or executed a sale deed in relation to the Scheduled Property with any third parties, persons or with any entity other than the Prospective Acquirer and has also not executed any power of attorney in favour of any other person/entity to deal with the Scheduled Property.
- (ii) The** Vendor shall construct the said **Scheme** on the Developable Area in accordance with the plans, designs and specifications approved by the competent authority and shall make such changes, amend, alter or modify the said plans, designs and specifications of the Scheduled Property and/or of the **Scheme**, including relocating the open spaces or car parking spaces, as may be considered fit by the Vendor or as may be required by the competent authority. The Vendor reserves its right at any time to change the plans, modifications and specifications. The Prospective Acquirer shall not raise any objection in this regard.
- (iii) The** Vendor shall complete the construction of the **Scheme** in accordance with the terms of this Agreement and handover the possession of the Scheduled Property by January 2017 or within a grace period of 6 months thereafter (whichever is later) subject to the provisions mentioned in clause 8 of these presents.

- (iv) **The** Vendor will form a Service Society and get it registered under the prevalent laws for the purpose of maintenance of the **Scheme**.
- (v) **On** the completion of the said **Scheme** and after receiving maintenance deposits from all the prospective acquirers, the Vendor shall handover / transfer the said amount to the Service Society.

5.2 **Covenants, Confirmations and Undertakings of the Prospective Acquirer**

The Prospective Acquirer hereby covenants, confirms and undertakes the following:

- (i) **The** Scheduled Property shall be utilized by the Prospective Acquirer for residential purpose only. Any violation brought to the notice of the Vendor or the Service Society (to be formed) shall be treated as a breach of the conditions of this Agreement.
- (ii) **The** Prospective Acquirer shall not be entitled to claim or demand any severance or separate performance of any individual term or provision of this Agreement.
- (iii) The Prospective Acquirer shall not be entitled to assign the benefits of this Agreement to any third party without obtaining prior written consent of the Vendor and until all the amounts specified in this Agreement are paid in full to the Vendor.
- (iv) The Vendor is solely responsible for construction/development of the **Scheme** and shall continue to retain lien thereon until the **Scheme** is completed and possession of the Scheduled Property is delivered to the Prospective Acquirer. The Prospective Acquirer shall not be entitled to claim or demand from the Vendor, possession of any portion of the Scheduled Property unless and until the Sale Deed is executed by the Parties and the Notice of Possession is issued by the Vendor to the Prospective Acquirer as contemplated in this Agreement.
- (v) The decisions or certificates that may be taken or issued from time to time by the architects and consultants engaged by the Vendor for the construction of the **Scheme** shall be final and binding on the Prospective Acquirer concerning the construction of the said Apartment and/or the specifications thereof and/or amenities and/or fixtures and fittings that may be provided therein by the

Vendor. The Prospective Acquirer shall not be entitled to challenge the same and / or demand any change.

- (vi) The Prospective Acquirer shall abide by the plans and construction approved by the consultants, as being constructed by the Vendor. The Prospective Acquirer agrees that so long as the area of the Scheduled Property is in accordance with **Schedule -II** and is not altered, the Vendor shall be at liberty and is hereby permitted by the Prospective Acquirer to make such variations, changes, amend, alter or modify the said plans, designs, elevations and specifications of the Scheduled Property and/or of the **Scheme**, including relocating the open spaces or car parking spaces, as may be considered fit by the Vendor or as may be required by the competent authority and Prospective Acquirer, hereby consents to all such variations.
- (vii) The Prospective Acquirer shall from the date of possession maintain the Scheduled Property, the walls and partition walls, drains, pipes and appurtenances, thereto belonging, at his cost in good and tenantable repair and condition and shall not do anything in or to the Scheduled Property and/or common passages, or the compound which may be against the rules and bye-laws of the Ahmedabad Municipal Corporation or any other competent authority or local body.
- (viii) The Prospective Acquirer shall not do any act or thing that may adversely affect the aesthetic appearance or beauty of the **Scheme** or the Scheduled Property nor do anything which may cause any nuisance or obstruction or hindrance to other Apartments.
- (ix) The Prospective Acquirer shall from time to time, do and execute all further acts, deeds, matters and things as may be reasonably required by the Vendor for duly implementing the terms and intent of this Agreement.
- (x) The Prospective Acquirer agrees that Vendor shall have the exclusive right to allot the car parking space to the various Apartments owners on the ground floor / basement of the **Scheme**, or any other area demarcated for parking.

- (xi) The Prospective Acquirer shall abide by the bye-laws of the “Service Society” which will be constituted/formed in due course and other regulations that may be framed by the Service Society from time to time and pay all dues to the Service Society in time. The Prospective Acquirer further agrees and confirms that the Service Society has the right to enforce the collection of any dues (maintenance) by withholding the provision of utilities including water and electricity for non-payment of dues or take any other measure to ensure proper and timely payment by the Prospective Acquirer.
- (xii) The Prospective Acquirer shall not cause any nuisance or disturbance or obstruction to any of the other owners or occupants in the **Scheme**. In the event of any conflict, the Prospective Acquirer confirms that he shall abide by the decision of the Vendor or the Service Society as the case may be.
- (xiii) The Prospective Acquirer shall not occupy or encroach any of the common areas or open spaces in the **Scheme** or the land of any of the other owners or occupants of the **Scheme**.
- (xiv) The Prospective Acquirer (if NRI) shall abide by the prevailing Foreign Exchange Management Act. 1999, laws, notifications, guidelines, RBI regulations, laws relating to money laundering or any other laws governing the Prospective Acquirer for the purchasing of property in India.
- (xv) In the event of the Prospective Acquirer availing a housing loan the Prospective Acquirer agrees and acknowledges that under no circumstances shall the Vendor be responsible for any undertaking or terms and conditions that the Prospective Acquirer and the lender may have agreed upon in such home loan agreement.
- (xvi) The Prospective Acquirer shall not visit the construction site while construction activity is going on without the prior permission of the Vendor.
- (xvii) The Prospective Acquirer agrees and acknowledges that the Vendor has a right to mortgage the entire Developable Area and the **Scheme** constructed thereon for raising finances to execute the entire project. The Vendor agrees to take all necessary actions to remove

the mortgage or any charge, if any, created on the Scheduled Property prior to the execution of the Sale Deed with the Prospective Acquirer.

(xviii) The Prospective Acquirer shall pay Consideration and all other amounts payable to the Vendor in accordance with this Agreement.

(xix) The Prospective Acquirer agrees and acknowledges that the terms and conditions mentioned in the application form / rate card / brochure / advertisement shall automatically gets terminated without any obligation whatsoever on any party when the parties enter into this Agreement. In other words this agreement for sale supersedes the terms and conditions mentioned in the application form / rate card / brochure / advertisement

6. SERVICE SOCIETY

The Prospective Acquirer along with other Prospective Acquirers of Apartments in the **Scheme** shall join in forming and registering the Service Society under the relevant provisions of Law and to sign and execute the application for registration and for membership and other papers and documents necessary for the formation and registration of the Service Society including adoption of the bye-laws of the Service Society. These applications and relevant documents shall be duly filled in, signed and returned to the Vendor within 7 days of the same being forwarded by the Vendor to the Prospective Acquirer, so as to enable the Vendor to register the organization of the Prospective Acquirers in a timely manner. No objection shall be taken by the Prospective Acquirer if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Service Society or any other competent authority.

7. TERM AND TERMINATION

7.1 This Agreement shall remain in force until terminated in accordance with terms hereof.

7.2 The Vendor has the right to terminate this Agreement upon the occurrence of the following events:

In addition to the right of the Vendor to terminate this Agreement pursuant to **Clause 3.3**, the Vendor shall also be entitled to terminate this Agreement

for any breach by the Prospective Acquirer of any of the provisions of this Agreement.

7.3 The Parties acknowledge and accept that the termination of this Agreement pursuant to occurrence of event specified in **Clause 7.2** or pursuant to **Clause 3.3**. The Prospective Acquirer therefore agrees that the Vendor is entitled to recover an amount of **5%** on total amount paid and all other expenses and loss incurred by the Vendor on account of termination of this agreement for breach of any of the conditions by the Prospective Acquirer and refund only the balance of the sale proceeds when the scheduled property is sold to a third party.

7.4 It is hereby clarified that upon termination of the Agreement the Vendor shall not be liable to pay any interest on the amounts refunded or be liable to reimburse any government charges, taxes including but not limited to stamp duty, registration fees or service tax..

8. Force Majeure

8.1 The Parties hereby agree that the following events would constitute force majeure event(s) ("Force Majeure Event"):

- (i) Non-availability of steel and/or cement or any such building material to be used in the construction and development of the **Scheme**; or
- (iii) Force majeure events including acts of war, invasion, armed conflict, terrorism, riots, strikes, civil commotions, lock-outs, curfew, restraint, agitations, dharnas, violent and non-violent acts, demonstrations, strikes by labourers, any other unforeseen acts which prevent the Vendor from proceeding with the development as agreed herein and legislation of the government of Gujarat or its agencies, materially affecting the operations of the Vendor on the Developable Area; or
- (iv) any notice, order, rules, notification of the Government and/or other public or competent authority, including any prohibitory order of any court against development of property; or
- (v) changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development of the project, imposed on / applicable to the Vendor after the date of this Agreement; or .
- (vi) undue delay in grant of any No Objection Certificate / permission /license / connection for installation of any services, such as lifts, electricity and water

connections and meters to the project / apartment /road or completion certificate from the appropriate authority; or

- (vii) non political force majeure events including acts of God like epidemic, plague, fire or explosion, floods, typhoons, cyclones, earthquake or such other natural calamities, adverse economic/Market conditions public interest litigations(s) and stay orders by courts, materially affecting the operations of the Vendor on the Developable Area.

- 8.2 The Party claiming force majeure, shall make reasonable efforts to mitigate and overcome effects of any act, event or circumstance of force majeure as soon as practicable after the occurrence of a Force Majeure Event, including through expenditure of reasonable sums of money and to co-operate with the other party to develop and implement a plan of remedial and reasonable alternative measure to remove the effects of the Force Majeure Event.

9. MISCELLANEOUS

9.1 Stamp and Registration Charges on this Agreement

This Agreement shall be registered with the payment of adequate stamp duty and registration fee. All stamp duty and registration charges payable on the execution of this Agreement shall be borne by the Prospective Acquirer and registration of this Agreement shall be the sole responsibility of the Prospective Acquirer. It is hereby clarified that in addition to the stamp duty and registration charges the Prospective Acquirer shall also pay such out of pocket expenses (including but not limited to external consultant fees, lawyer's fees) that may be incurred for registration of this Agreement.

9.2 Entire Agreement

This Agreement constitutes and represents the entire agreement between the Parties and cancels and supersedes all prior arrangements, agreements or understandings, negotiations and discussions if any, whether oral or in writing, between the Parties on the subject matter hereof or in respect of matters dealt with herein. The Vendor has fully disclosed all facts relating to their right, title and interest in respect of the Scheduled Property, on the basis of which the Prospective Acquirer has accepted disclosures and entered into this Agreement.

9.3 Exclusion of implied warranties, etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the parties or any representation by any Party not contained in a binding legal agreement executed by the Parties.

9.4 Third Party Benefit

Nothing herein expressed or implied is intended, nor shall it be construed to confer upon or give to any Third Party any right, remedy or claim under or by reason of this Agreement or any part hereof.

9.5 Successors and Assigns

The provisions of this Agreement shall inure to the benefit of and be binding on the Parties and their respective successors and legal heirs (including, without limitation, any successor by reason of amalgamation, **Scheme** of arrangement, merger, de-merger or acquisition of any Party) and legal representatives.

9.6 Notices

All notices, requests, demands or other communication required or permitted to be given under this Agreement and the provisions contained herein shall be written in English or Gujarati language and shall be deemed to be duly sent by registered post acknowledgement due, postage prepaid or transmitted by facsimile transmission or courier to the other Parties at the address indicated below:

- (i) In the case of notice to **ZODIAC DEVELOPER**, a partnership firm to:

Attention : J P BAJAJ
410, ZODIAC SQUARE, OPP GURUDWARA,
S G ROAD,
AHMEDABAD – 380 054.
E mail: jpabajaj1954@gmail.com

- (ii) In the case of notice to the Prospective Acquirer, to:

Attention: _____
Address: _____
Email: [.....](#)

or at such other address as the Party to whom such notices, requests, demands or other communication is to be given shall have last notified the Party giving the same in the manner provided in this Clause, but no such

change of address shall be deemed to have been given until it is actually received by the Party sought to be changed with the knowledge of its contents. Any notice, request, demand or other communication delivered to the Party to whom it is addressed as provided in this Clause shall be deemed (unless there is evidence that it has been received earlier) to have been given and received, if:

- (i) Sent by mail, upon the date of posting it; and
- (ii) Sent by facsimile, when confirmation of its transmission has been recorded by the sender's facsimile machine.

9.7 Severability

If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or Law, such provision or part shall to that extent be deemed not to form part of this Agreement, and the legality and enforceability of the remainder of this Agreement shall not be affected.

9.8 No Waiver

No waiver of any of this Agreement or consent to any departure from it by any Party shall be effective unless it is in writing. A waiver or consent shall be effective only for the purpose for which it is given. No default or delay on the part of any Party in exercising any rights, powers or privileges operates as a waiver of any right, nor does a single or partial exercise of a right preclude any exercise of other rights, powers or privileges.

9.9 Amendments

No modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by each of the Parties.

9.10 Claims

Nothing contained in these present is intended to be or shall be construed to be a grant, demise or assignment in law of the Scheduled Property or of the Developable Area and premises or any part thereof or of the said **Scheme** thereon or any part thereof. The Prospective Acquirer shall have no claims save as and except in respect of the Scheduled Property. The remaining portion of the Developable Area and other unsold Apartments, car parking

space, common area, shall be the property of the Vendor until it is sold by the Vendor to third party Prospective Acquirers.

9.11 Arbitration

Any dispute, difference or controversy arising between the Parties hereto under or in connection with or in relation to this Agreement or its validity or the interpretation of any clause or provision of this Agreement (including this Clause) shall be referred to arbitration of a sole arbitrator and such arbitration shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 and shall be held at Ahmedabad. The Award of the Arbitrator shall be final and binding on the Parties hereto.

9.12 Governing Law

This Agreement shall be construed, interpreted and applied in accordance with, and shall be governed by, the laws applicable in India. The courts at Ahmedabad, Gujarat shall have the sole and exclusive jurisdiction to entertain any dispute or suit arising out of or in relation to this Agreement.

Schedule – I

Description of the said property

A Non-Agricultural land of **Survey No. 103** (Old Vejalpur Survey No. 197) having area admeasuring **11028 Sq. Mtrs** covered under **T. P. Scheme No. 6** and allotted **Final Plot No. 7/1** and **7/2 paiki Final Plot No. 7/2** having area admeasuring **2378 sq.mtrs** AND **Survey No. 97/2** (Old Vejalpur Survey No. 191/2) having area admeasuring **809 sq.mtrs** covered under **T. P. Scheme No. 4** and allotted **Final Plot No. 137** having area admeasuring **622 sq.mtrs** altogether **3000 sq.mtrs** of Mouje Jodhpur, Taluka Vejalpur (Old Taluka Ahmedabad City-West), Dist. Ahmedabad Registration District Ahmedabad and sub-district Ahmedabad – 4 (Paldi) bounded as follows:

On or towards East said : Adj. F.P. No. 12 and 10 of T. P. Scheme No. 6 and 15 Mtrs wide T. P. Road

On or towards West side : Adj. F. P. No. 1 of T. P. Scheme No. 6

On or towards North side : 18 Mtrs wide T. P. Road

On or towards South side : Adj. F. P. No. 138 of T. P. Scheme No. 4 and 705 Mtrs wide T.P. Road

Schedule – II

Description of the Scheduled Property

An **Apartment No.** ____ situated on ____ **Floor** of **Block** ____ in the **Scheme** having approximately Super Built-up area ____ **sq. feet** i.e. ____ **sq. mtrs** (**____sq.mtrs Built-up area** as per plan) and net usable i.e. carpet area ____ **sq. feet** i.e. ____ **sq.mtrs** in the **Scheme** known as **“ZODIAC AARISH”** lying on the Non-Agricultural land of **Survey No. 103** (Old Vejalpur Survey No. 197) having area admeasuring **11028 Sq. Mtrs** covered under **T. P. Scheme No. 6** and allotted **Final Plot No. 7/2** having area admeasuring **2378 sq.mtrs** AND **Survey No. 97/2** (Old Vejalpur Survey No. 191/2) having area admeasuring **809 sq.mtrs** covered under **T. P. Scheme No. 4** and allotted **Final Plot No. 137** having area admeasuring **622 sq.mtrs** altogether **3000 sq.mtrs** of Mouje Jodhpur, Taluka Vejalpur (Old Taluka Ahmedabad City-West), Dist. Ahmedabad Registration District Ahmedabad - 4 (Paldi) with proportionate undivided share in land and with right to use common amenities, facilities, services jointly with other owners.

Schedule – III

Description of the said Apartment and various charges,
expenses and deposit payable by the Prospective Acquirer

Apartment No.	:	
Super Built-up area (approximately)	:	_____ sq. feet i.e. _____ sq. mtrs
Built-up area (As per plan)	:	_____ sq.mtrs
Net usable i.e. Carpet area	:	_____ sq. feet i.e. _____ sq.mtrs
Type	:	Residential Apartment
Apartment Basic Price	:	Rs. _____/-
TPL, AMC and Other Legal Charges ⊗ With applicable service tax or any other tax.	:	Rs. _____/- (i.e. Rs. _____/- per sq. feet. on super built up Area)
Maintenance Expenses For 2 Year	:	Rs. _____/-

(i.e. Rs. ____/- per sq. feet. on super built up Area) (payment towards society)

Maintenance Deposit : Rs. ____/-

(i.e. Rs. ____/- per sq. feet. on super built up Area) (payment towards society)

Stamp Duty, Registration

Charges of deed of Conveyance

and any other deeds or documents if required and other taxes : On Actual Basis payable by the Prospective Acquirer

⊗ Please refer the relevant clause 3.1 of the agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their hands the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED BY
THE WITHIN NAMED ZODIAC DEVELOPER
through its Partners
1. SHRI JAYPRAKASH LAXMICHAND BAJAJ }

2. AIR TOUCH TECHNOLOGIES PVT. LTD.
through its director
SHRI KIRTIBHAI VADNAGARA }

Witness:

1. _____

2. _____

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

