

BOOKING AGREEMENT / SALE AGREEMENT

***In Respect Of* PLOT NO.____, ADMEASURING_____SQ
MTRS., at “KESHAV KUNJ”, IN NON-AGRICULTURAL LAND
BEARING SURVEY NO.1/1, ACRES 5-37 GUNTHAS = 23978.00
SQ MTRS., VILLAGE KIDANA, TALUKA GANDHIDHAM-KUTCH
*For Rs.*_____.**
(WITHOUT POSSESSION).

This Agreement is entered on this ____ day of Month Of
_____, 2019 at Gandhidham - Kutch by and between :

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SHRI NITIN VALLABHAJI SHAH, an Indian, adult, age about 67 years, Occupation Agriculture and Business and residing at: Plot No.43, Sector-3, Gandhidham-Kutch (PAN Card No. **AEXPS3297N**) (Contact No. _____). (hereinafter referred to as "**THE VENDOR / PROMOTER**" for the sake of brevity) of the First Part.

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SHRI/SMT. _____, an Indian, adult, aged about _____ years, Occupation: _____, Address: _____
PAN CARD NO.: _____
(hereinafter referred to as "**THE PURCHASER / MEMBER**" for the sake of brevity) the Party of the Second Part)

AND WITNESSETH AS UNDER :-

THAT the Vendor / Promoter is the lawful owner and in possession of N.A. Plot for Residential Purpose bearing Plot No. _____, Area of plot about _____ Sq. mtrs., "Keshav Kunj", Survey No.1/1, Village: Kidana, Taluka: Gandhidham, Dist.: Kutch, State: Gujarat. (hereinafter referred to as "**the said plot**") (hereinafter referred to as "**the said plot**").

THAT this Booking Agreement has been executed between the Vendor / Promoter and the Purchaser / Member on the following Terms and Conditions.

1. That Collector of Kutch vide its Order No. જામન-૩/મી.વ./નિયમિત/રજી.નં.૧૫૪/૨૦૧૮, તા.૧૨-૦૪-૨૦૧૮, regularized the excess land of acre 1.16 acre guntha in said land and Entry No. 10488 was made in this effect in the revenue records.
2. That **SHRI NITIN VALLABHAJI SHAH** applied to Collector of Kutch, Bhuj for Conversion of said land bearing Survey No. 1/1, Total Area 23978.00 Sq. Mtrs. into N. A. Land for Residential/Commercial Purpose. That Collector of Kutch, Bhuj vide Order

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No.CB/NA/KACHCHH/KIDANA/1/1/1008580/2019, Dt.03-05-2019 granted permission for conversion of said land into N.A. Land Area about 23978.00 Sq. Mtrs for Residential/Commercial Purpose. That GDA vide their Permission No.48266/LP/issued under no.16GDA(1202)/2019 dtd.: 01.03.2019 approved the layout plan for the same. That Entry No.10619, Dt. 21.08.2019 made in this effect in the revenue records. Thus **SHRI NITIN VALLABHAJI SHAH** become the lawful owner and in possession of N. A. Land.

3. That Gandhidham Development Authority vide Permission No.49171/LP Issued Under No.16 GDA (1202)/2019, dt.29-08-2019 approved the revised layout plan in respect of N. A. Land bearing Revenue Survey No. 1/1, Village: Kidana and Entry No. 10632 was made in this effect in the revenue records. That the said N. A. Land/ Plots entered in the Revenue Records in favor of the Vendor / Promoter / **SHRI NITIN VALLABHAJI SHAH**. Thus The Vendor / Promoter become the lawful owner and possessor of the said N. A. Land / Plots.
1. The Gandhidham Development Authority has granted Permission No. /R Dtd.:.....for construction of residential building bearing Plot No., Survey No. 1/1, **Scheme known as KESHAV KUNJ** situated at Village: Kidana, Taluka: Gandhidham, District: Kutch and also approved the construction plan in favor of the Vendor / Promoter
2. The Gandhidham Development Authority has granted permission for construction and also approved the construction plan and house shall be constructed as per permission and plan approved by The Gandhidham Development Authority BY The Purchaser/ Member and the same / said **Scheme known as Keshav Kunj**. That the said land has been duly converted into Non – Agricultural – Residential purpose. That the Vendor / Promoter also made planning for all the necessities like water, sewage, electricity etc. and they shall provide the said facilities to the members of the scheme.
3. That Shri S.S. Rana, Advocate, Gandhidham issued Title Clearance Certificate dtd.: 09.09.2019 in respect of above said Land / Project, stating that the Title of said Land / Project is Clear, Marketable and free from all sorts of encumbrances.

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4. 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Plots/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 9% 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 9% 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.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

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 installments of sale consideration of the Plots which may till then have been paid by the Allottee to the Promoter.

5. That the said scheme / land upon which the house to be constructed shall be known as **Keshav Kunj** and the Purchaser / Member shall have no any kind of Right / Title to change the name of said scheme.

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6. The Promoter shall give possession of the Plots to the Allottee on or before 31st day of December 2022. If the Promoter fails or neglects to give possession of the Plots/Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Plots with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Plots/Apartment on the aforesaid date, if the completion of building in which the Plots/Apartments is to be situated is delayed on account of -

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7. That the said scheme / land upon which the house to be constructed shall be known as **Keshav Kunj** and the Purchaser / Member shall have no any kind of Right / Title to change the name of said scheme.

8. That the said scheme in the said N. A. Land as per the plan and permission by GDA has been launched by the Vendor / Promoter and the said plot is owned and possessed by The Vendor / Promoter.

a. A Procedure for taking possession - The Promoter, upon obtaining payment made by the Allottee as per the agreement shall offer in writing the possession of the [Plots/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Plots/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

b. The Allottee shall take possession of the Plots within 15 days of the written notice from the promotor to the Allottee intimating that the said Plots are ready for use and occupancy:

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- c. Failure of Allottee to take Possession of [Plots/Plot]: Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the [Plots/Plot] 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 [Plots/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.
 - d. If within a period of five years from the date of handing over the Plots to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Common Amenities like Drainage Line & Road of plots 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 Allottee 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.
9. That the Vendor / Promoter agreed to sale the Plot of **Scheme known as Keshav Kunj** particularly shown in the Schedule with Rights for Rs. _____ (Rupees _____ only) to the Purchaser / Member,

The Allottee has paid owner before execution of this agreement sum of Rs. _____ (Rupees _____ Only) (not exceeding 10 % of total consideration) as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of Rs. _____ (Rupees _____ only) in the following manner :-

1. Amount of Rs. _____ /- (_____) (not exceeding 30% of total consideration) to be paid to the promoter after the execution of agreement.
2. Amount of Rs. _____ /- (_____) (not exceeding 45% of total consideration) to be paid to the promoter on completion of Building or wing in which the said apartment is located.
3. Amount of Rs. _____ /- (_____) (not exceeding 70% of total consideration) to be paid to the promoter on completion of the slabs including podiums and stilt of the Building or wing in which the said apartment is located.

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4. Amount of Rs._____ /- (_____) (not exceeding 75% of total consideration) to be paid to the promoter on completion of walls, internal plaster, floorings doors and windows of the said apartment.
5. Amount of Rs._____ /- (_____) (not exceeding 80% of total consideration) to be paid to the promoter on completion of sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said apartment.
6. Amount of Rs._____ /- (_____) (not exceeding 85% of total consideration) to be paid to the promoter on completion of the external plumbing and external plaster, elevation, terraces with water proofing, of the Building or wing in which the said apartment is located.
7. Amount of Rs._____ /- (_____) (not exceeding 95% of total consideration) to be paid to the promoter on completion of the lift, water pumps, electrical fitting, 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.
8. 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.

The Purchaser / Member shall have right to cancel the booking of the said plot. If, the Purchaser / Member cancel the booking without any fault on the part of the Vendor / Promoter, then the Vendor / Promoter shall deduct 9 % of Total agreed / Sale value of plot from the payment made by the Purchaser / Member and remaining amount shall be refunded to the Purchaser / Member, without any interest, within 45 (Forty Five) days from the date of cancellation of the booking.

10. If there shall be any delay regarding payment of consideration amount /installment on due date, the Vendor / Promoter shall issue Notice by Registered A.D. or E-mail to the Purchaser / Member regarding said payment. If, within 15 days the Purchaser / Member fails to give suitable reply or fails to make the said payment, the Purchaser / Member shall have to pay the interest @ 9% p.a. on remaining amount and said condition is agreed and accepted by the Purchaser / Member.

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11. If there shall be any delay on the part of the Vendor / Promoter to handing over the possession of the plot within stipulated time, except above said reasons / circumstances, in that case the Vendor / Promoter shall pay interest @ 9% p.a. to the Purchaser / Member on the consideration amount paid by him/her.
12. That both the parties can make the amendment / addition / alteration in the said Agreement, with consent of both the parties.
13. That the Purchaser / Member shall construct the building / project as per the plan and permission granted by GDA. If there shall be any changes / additions - alteration in construction / in the plan, the same can be done with the consent of both the parties. If any necessity arises due to rules / regulations, the Vendor / Promoter can make such changes in the scheme / specification / plan for the construction and the Purchaser / Member shall not object for the same and there shall be no need to obtain any Permission / NOC from member and there shall be deemed Permission / NOC for the same.
14. If there is any kind of dispute between the Vendor / Promoter and the Purchaser / Member in respect of said plot, both the parties shall amicably settle / solve the said dispute. In spite of that, if the dispute is not solved, the same shall be solved as per their rules / regulations of the authority under the provisions of Real Estate Regulation and Development Act, 2016 (RERA).
15. The Purchaser / Member shall have no right / power to sale / transfer the said plot to any third party, on the basis this Agreement. In spite of that if, the Purchaser / Member do any such acts, in that case this Agreement shall automatically stand cancelled, then the Vendor / Promoter shall deduct 9.5 % of Total agreed / Sale value of plot from the payment made by the Purchaser / Member and the Purchaser / Member shall have no right / power to raise any dispute / objection for the same and he/she shall have no any kind of right / title to sale the said plot to any third party.
16. The Vendor / Promoter / developer is bound to perform their duties as provided U/s 14 (3) of Real Estate Regulation and Development Act, 2016 (RERA). And as such the RERA has issued Registration Certificate Number: _____

17. That the common facilities provided in the project are for all the members / plot holders of **Scheme known as Keshav Kunj** in common and all the members shall utilize the same in common with harmony, as such the Purchaser / Member and/or any other the Purchaser / Member shall not make any complaint to the Vendor / Promoter and /or any other the Purchaser / Member. The Purchaser / Member hereby admits that he has read and understand all the conditions / regulations and he/she is satisfied with the same and after satisfaction he/she agreed to purchase the said plot.
18. That the Purchaser / Member shall pay and bear all the expenses for the registration of Sale Deed in his/her favor and he/she shall pay and bear Stamp Duty, Registration Charges, Advocate Fees etc. for the same. That over and above referred Sale price / Consideration Amount, the member shall have to pay for extra work, common administrative expenses, maintenance deposit as well as present / future and applicable for the time to time all the Government / Semi- Government Taxes, GST etc. That the said amounts / costs / charges are not included in above referred Sale price / consideration amount.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Plots of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

- 1(a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Plot No. of the type of carpet area admeasuring sq. metres/ sq. feet (hereinafter referred to as "Plots") for the consideration of Rs. including Rs. 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 Second Schedule annexed herewith. (the price of the Plots including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

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by way of Value Added Tax, Service Tax, 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 Promoter) up to the date of handing over the possession of the [Plots/Plot], which shall be separately payable by the Allottee in the manner as may be decided by the Promoter.

- 1(b) 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 Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter 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 Allottee, which shall only be applicable on subsequent payments.

2. Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

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 Plots which may till then have been paid by the Allottee to the Promoter.

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3. The Allottee shall use the Plots or any part thereof or permit the same to be used only for purpose of residence.
4. The Allottee along with other allottee(s) of Plots 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 execute 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 Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications 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.
5. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Plots is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Plots) 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 land and building/s. Until the Society or Limited Company is formed, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee 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.

6. Over and above the amounts mentioned in the agreement to be paid by the Allottee, the Allottee 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 provisions of this agreement.
7. The Allottee shall pay to the Promoter a sum of Rs. _____ for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates 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- laws and the cost of preparing and engrossing the conveyance or assignment of lease.
8. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any

document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

9. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement 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 Promoter 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 title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing 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/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoter 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 Allottee created herein, may prejudicially be affected;
- vii. The Promoter 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 [Plots/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Plots/Plot] to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- x. The Promoter 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;
- 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 Promoter in respect of the project land and/or the Project except those disclosed in the title report.

10. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Plots may come, hereby covenants with the Promoter as follows :-
- i. To maintain the Plots at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Plots is taken and shall not do or suffer to be done anything in or to the building in which the Plots 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 Plots is situated and the Plots itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the Plots 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 Plots 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 Plots is situated, including entrances of the building in which the Plots is situated and in case any damage is caused to the building in which the Plots is situated or the Plots on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
 - iii. To carry out at his own cost all internal repairs to the said Plots and maintain the Plots in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Plots is situated or the Plots 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 Allottee committing any act in contravention of the above provision, the Allottee 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 Plots 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 Plots or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Plots is situated and shall keep the portion, sewers, drains and pipes in the Plots and the

- v. 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 Plots 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 Plots without the prior written permission of the Promoter and/or the Society or the Limited Company.
- vi. 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 Plots is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Plots in the compound or any portion of the project land and the building in which the Plots is situated.
- viii. 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 Plots is situated.
- ix. 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 Plots by the Allottee for any purposes other than for purpose for which it is sold.
- x. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Plots until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- xi. The Allottee 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 Plots therein and for the observance and performance of the Society/Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited

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- xii. Company/Apex Body/Federation regarding the occupancy and use of the Plots in the Society/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.
 - xiii. The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Society/buildings or any part thereof to view and examine the state and condition thereof.
 - xiv. The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
11. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
12. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Plots or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Plots hereby agreed to be sold to him 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.
13. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Plots/] 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 Allottee who has taken or agreed to take such [Plots/plot].

Cont...17/-

14. 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.

15. 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 Plots/plot/building, as the case may be.

16. RIGHT TO AMEND

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

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17. 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 Allottees of the [Plots/Plot], in case of a transfer, as the said obligations go along with the [Plots/Plot] for all intents and purposes.

18. 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.

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

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

20. 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.

Cont...19/-

21. 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 Allottee, in after the Agreement is duly executed by the Allottee 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.

22. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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

Name of Allottee
(Allottee's Address) Notified Email ID: __

Shri/smt. _____

Residing at _____ Gandhidham

It shall be the duty of the Allottee 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 Allottee, as the case may be.

Cont...20/-

24. JOINT ALLOTTEES

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

25. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

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

27. 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 courts will have the jurisdiction for this Agreement

SCHEDULE OF THE PROPERTY

Plot No. _____, For Residential/Commercial Purpose, Area About: _____ Sq. Mtrs., Revenue Survey No. 1/1 Scheme known as **Keshav Kunj** situated at Village : Kidana, Taluka : Gandhidham, Dist.: Kutch, in Registration District of Kutch, Reg. Sub-District : Gandhidham and bounded as under :

Area of Plot : _____ Sq. Mtrs.

Four Boundary of said plot :

North :

South :

East :

West :

Details of entire land of Project / Scheme known as Scheme known as "*Keshav Kunj*"

...21...

N.A. Plots Residential Purpose bearing Plot No. 1 to 169, Total Area of plots about 12362.93 Sq. mtrs., Total Area of Shopping Plots about 631.72 Sq. mtrs., Revenue Survey No. 1/1, Village : Kidana, Taluka : Gandhidham, District : Kutch

Total Area of Plots : 12994.65 Sq. Mtrs.

Total Area Of Residential Plots:12362.93 Sq. Mtrs.

Total Area of Shopping Plots : 631.72 Sq. Mtrs.

Total Area of Internal Road,

Common plots & Thick Plant : 9674.35 Sq. Mtrs.

Four Boundary of said property:

North : _____

South : _____

East : _____

West : _____

No error, misstatement nor omission in this description of the said Plot shall annul this Sale Agreement.

That this Agreement shall be binding to the Vendor / Promoter and its Proprietor and the Purchaser / Member and their respective legal heirs.

In witness whereof both the parties hereto have set and subscribed their respective hands to this agreement in their proper sense and without any external pressure and / or influence, on the day and the date herein above mentioned.

WITNESSES:

1. _____

NITIN VALLABHAJI SHAH
THE VENDOR / PROMOTER

2. _____

THE PURCHASER / MEMBER

Cont...22/-

ANNEXURE

<u>NAME & ADDRESS OF PARTIES</u>	<u>PHOTOGRAPH</u>	<u>THUMB IMPRESSION</u>
Shri Nitin Vallabhaji Shah THE VENDOR / PROMOTER		Left hand thumb impression
THE PURCHASER / MEMBER		Left hand thumb impression