

BANAKHAT (AGREEMENT TO SALE)

Agreement to Sale of the flat property i.e. apartment no. admeasuring area of about.....(under the provisions of Gujarat RERA Act) carpet area as well as approximatelysq. m. (as per plan sanctioned by Ahmedabad Municipal Corporation) unit built up constructed property as well as the undivided land of the said flat admeasuring about.....sq. m. of land to be availed and the constructed property along with the above land being located in the scheme of the flats built on the below said land in the name "**KAUTILYA-99**" on the Non-Agricultural land located in Registration District Ahmedabad Sub District Ahmedabad City Part - 8 (Sola) Taluka Ghatlodiya's Mauje Tragad Village's Sim Survey No. 167/2 admeasuring the land of about 2428 sq. m. of land paiki land admeasuring to about 1260 sq. m. of land

included in draft T.P. Scheme No. 233 (Tragad) allotted Final Plot No. 01 admeasuring to about 756 Sq m and Survey No 200/2/B admeasuring the land of about 2428 sq. m. of land included in draft T.P. Scheme No. 233 (Tragad) allotted Final Plot No. 33 admeasuring to about 1457 sq. m., thereby total of 2213 sq. m. of land of both the final plots and the residential flats being built on the above said land. Agreement to Sale the above said constructed flat property without possession.

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Sellers of the Property/First Part/Promoters of the Scheme:

"VASUPUJYA CORPORATION"

PAN NO:- ADYPK 0841 L

Owner of the above proprietary firm

Shri Kiran Rasiklal Kamdar

Aadhar Card No. **8340 7561 6133**

Age appx. about 44, religion – Hindu, profession - business,

Resident of: 16, Dena Bank Society, Nr. Kiran Park, Nava Vadaj, Ahmedabad - 380013.

Mobile No. **9879545254**

Email I.D. KAUTILYA 99@yahoo.com

The above party shall be hereinafter in this sale deed be referred to as the First Part/ Sellers of the Property/ Promoter, unless it is repugnant to context or meaning thereof mean and include their heirs, executors, administrators and assigns.

Buyers of the Property/Second Part/Allotters :-

Shri

PAN NO:-

Aadhar Card No.

Age appx. about , religion - ,profession - ,

Resident of:

Mobile No.

Email I.D. :

The above party shall be hereinafter in this sale deed be referred to as the Second Part, buyers, allottee, unless it is repugnant to context or meaning thereof mean and include their heirs, executors, administrators and assigns.

- 1) The Non-Agricultural land located in Registration District Ahmedabad Sub District Ahmedabad City Part - 8 (Sola) Taluka Ghatlodiya's Mauje Tragad Village's Sim Survey No. 167/2 admeasuring the land of about

2428 sq. m. of land paiki land admeasuring to about 1260 sq. m. of land included in draft T.P. Scheme No. 233 (Tragad) allotted Final Plot No. 01 admeasuring to about 756 Sq m and Survey No 200/2/B admeasuring the land of about 2428 sq. m. of land included in draft T.P. Scheme No. 233 (Tragad) allotted Final Plot No. 33 admeasuring to about 1457 sq. m., thereby total of 2213 sq. m. of land of both the final plots, is registered in the independent name of the First Part, Promoter and the above property is in independent name, ownership and possession of the above party. As well as the said land is registered in the independent name of the owner, possession holder i.e. "Vasupujya Corporation proprietary firm's Owner Shri Kiran Rasiklal Kamdar".

- 2)Before that the land admeasuring about 2428 sq. m. located said survey no. 200/2-B was included in draft T.P. Scheme No. 233 (Tragad) and was allotted final plot no. 33 and the owners named Shir Natvarbhai Shivabhai Patel and others, of the old tenure land admeasuring the area of about 1458 sq. m. of the land was granted permission for residential purpose on the above said non agricultural land by the Order dated 19/11/2014 No. CB/Land-2/N.A./S.R.654/14 passed by the Hon'ble Collector of

Ahmedabad. The mutation entry of the said N.A. Order was registered by entry no. 3873 dated 24/11/2014 in the revenue records and the above said entry was certified on dated 19/01/2015 by the concerned and competent authority.

- 3) ...Thereafter, the land bearing survey no. 200/2B admeasuring up to about 2428 sq. m. included in draft T.P. Scheme No. 233 final plot no. 33 admeasuring upto about 1457 sq. m. of land and the owners of the above land named Shri Mangabhai Kodarbhai Patel (20 % partner) and Shri Kantiji Gigaji Thakore (50% partner) and Shri Natvarbhai Shivabhai Patel (30 % partner) sold the above land to administrator partner named Shri Harshadkumar Dhanjibhai Patel of the partnership firm in the name of "Rudra Corporation" by receiving sale consideration price and executing a registered sale deed dated 18/02/2015 in name of the above buyer. The registered sale deed was registered before the Hon'ble Sub Registrar of Ahmedabad City Part - 8 (Sola) by registration no. 1592. On the basis of above registered sale deed, in the record of rights of the land record, the name of "Rudra Corporation Partnership Firm" in the column of possession holders is registered by mutation entry no. 3938 dated 31/03/2015 and the said entry was registered on date 26/05/2015 by the concerned and competent officer.

4)Thereafter, the said land, land bearing survey no. 200/2B admeasuring about 2428 sq. m. included in draft T.P. Scheme No. 233 final plot no. 33 admeasuring about 1457 sq. m. of land, was sold by the administrator partner named Shri Harshadkumar Dhanjibhai Patel of the partnership firm in the name of "Rudra Corporation" by receiving sale consideration price from proprietary owner Shri Kiran Rasiklal Kamdar of "Vasupujya Corporation" and the above sale consideration price was paid by Shri Kiran Rasiklal Kamdar from his independent and personal income earned from independent sources and a sale deed was registered in favor of Shri Kiran Rasiklal Kamdar by the seller administrator partner named Shri Harshadkumar Dhanjibhai Patel of the partnership firm in the name of "Rudra Corporation". The registered sale deed was registered before the Hon'ble Sub Registrar of Ahmedabad City Part - 8 (Sola) by registration no. 8601. On the basis of above registered sale deed, in the record of rights of the land record, the name of "Rudra Corporation Partnership Firm" in the column of possession holders is registered by mutation entry no. 4124 dated 12/09/2016 and the said entry was registered on date 08/12/2016 by the concerned and competent officer.

5)In the same way, the land bearing survey no. 167/2 admeasuring area of about 2428 sq. m. of paiki land admeasuring to about 1260 sq. m. of land was included in Draft T.P. Scheme No. 233 (Tragad) and final plot no. 01 was allotted to it and old tenure land agricultural admeasuring about 756 sq. m. of the final plot was to be utilized as non agricultural land and an application in this regard for obtaining non agricultural use of above land was submitted, by land owners Shri Nitinbhai Purshottamdas Patel as well as Shri Kiranbhai Purshottamdas Patel, before the Hon'ble Collector of Ahmedabad and Hon'ble Collector of Ahmedabad passed order dated 16/08/2016 no. CB/Land-2/N.A./S.R. - 1062/2016 thereby granting permission to utilize the above land for non agricultural purpose. On the basis of above order, a mutation entry no.....dated.....in the revenue records and the said mutation entry was certified on dateby the concerned and competent authority.

6) Thereafter, the non agricultural land bearing survey no. 167/2 admeasuring area of about 2428 sq. m. of paiki land admeasuring to about 1260 sq. m. of land was included in Draft T.P. Scheme No. 233

(Tragad) and final plot no. 01 was sold by its owners named Shri Nitinbhai Purshottamdas Patel and Shri Kiranbhai Purshottamdas Patel to Shri Kiran Rasiklal Kamdar, proprietor and owner of partnership firm named "Vasupujya Corporation" by a registered sale deed. The registered sale deed was registered before the Hon'ble Sub Registrar of Ahmedabad City Part - 8 (Sola) by registration no. 13401. On the basis of above registered sale deed, in the record of rights of the land record, the name of "Rudra Corporation Partnership Firm" in the column of possession holders is registered by mutation entry no. 4157 dated 29/11/2016 and the said entry was registered on date 10/02/2017 by the concerned and competent officer.

- 7)Thereafter the sellers of the said land submitted an amalgamation plan before the Ahmedabad Municipal Corporation with regard to the land admeasuring about 756 sq. m. included in final plot no. 01 land as well as land admeasuring about 1457 sq. m., thereby the total land admeasuring up to about 2213 sq. m. of land and the Hon'ble Assistant Town Development officer of Ahmedabad Municipal Corporation, by its letter No. **LTA/NWZ/020118/CGFCR/A0340/M1** granted permission for amalgamation of above both survey nos. bearing land on date 20/2/2018 thereby

also issued a permission letter (Raja Chitthi) for the same purpose.

- 8)Thereby, with reference to final plot no. 1 + 33 land admeasuring area of about 2213 sq.. m. of land, the sellers presented a plan at their own cost, for purpose of constructing residential scheme, before the authorities of Ahmedabad Municipal Corporation and the Hon'ble Assistant Town Development Officer, by its case

No.

BHNTI/NWZ/070418/CGDCRV/A0007/RO/MI

dated 11/06/2018 granted permission for 50 flats in Block No. "A" by Raja Chitthi No. **00068/070418/A0007/RO/MI** as well as case No.

BHNTI/NWZ/070418/CGDCRV/A0008/RO/MI

dated 11/06/2018 granted permission for 49 flats in Block No. "B" by Raja Chitthi No. **00068/070418/A0007/RO/MI**, therefore, as per the above permission granted, it was decided to make construction on the land in which Block No. A is located and in that Block, construction is to be made on first cellar, parking on ground floor as well as total 50 flats from first floor to thirteenth floor and a stair cabin above it and a lift containing flats (units) means apartment was decided to be constructed as well as in the same way Block No. B is located and in that Block, construction is to be made on first cellar, parking on ground floor as well as

total 49 flats from first floor to thirteenth floor and a stair cabin above it and a lift containing flats (units) means apartment was decided to be constructed. Therefore, the promoters have started construction of the units as stated above on the said land as per the plan sanctioned with regard to the above construction.

9)The sellers, promoters have got registered the said scheme under the provisions of The Real Estate (Regulation and Development) Act - 2016 before the Real Estate Regulatory Authority Ahmedabad by Registration No..... A Copy of above said registration is attached herewith.

10) The sellers, promoters of the said scheme constructed the flats in the above said scheme and flats property paiki block no..... to be built onfloor, flat no.....admeasuring the area of about.....sq. m. (under the provisions of Gujarat RERA Act) carpet area as well as approximate area of about.....sq. m. (As per plan passed by Ahmedabad Municipal Corporation) built up constructed property (the said property shall be hereinafter in this sale deed be referred to as "**the said unit or/means apartment**" was offered to the Second Part, allottee and on the basis of the above order, the party taking in writing this document or the

buyers have accepted the said offer and booked the said apartment.

- 11) Moreover, the allottees/second sides were handed over all the documents related to the said scheme by the promoters for verification and the allottees in turn, for the purpose of checking and verification, handed over all the documents to Architects Shri Krunal Patel and all the plans and maps of the said Scheme prepared by the Engineer Shri Khelan P. Parmar, proposed by the Promoter and in the way the construction of the said flats of the Scheme was done and in the way it was thought to provide the open space for the margins and the plan passed as per that, the copies of lay-out plans, details and description, certificate of Titles issued by Shri N.K. Patel Advocate on date 21/06/2018, N.A. Orders, Statement of Rights shown in Form No. 6 and village form no. 7 and 12 showing and stating the rights of the promoter of the said Scheme on the said land, copies of Revenue Record etc and all the documents as well as other documents and Real Estate (Regulations and Development) Act 2016 (which shall be hereinafter referred to as the 'Said Act') and the rules and regulations framed under it and the documents as directed under these rules and regulations, all the above documents were handed over to the allottee for

verifications. The Allottee has verified self those of the above documents and also through their experts and now the allottees are totally satisfied in this regard. Certified copies of floor plans of the said apartment have been provided to the allottees.

12) Now, as the allottee have verified and checked all the documents of the said Scheme, therefore, on the basis of the above documents, the allottee have submitted an application to the promoters of the said Scheme for allotting him the flat no.....in Block No.....with an approximate area of about.....sq. m. (Under Gujarat RERA Act) having carpet area with approximate area of about.....sq. m. (As per plan passed by Ahmedabad Municipal Corporation) for built up area of the constructed property. Therefore, on the basis of above application, the promoter have decided to sell the said apartment to the allottee, therefore, this Banakhat Agreement (Agreement to Sale) has been executed in favor of the allottee as per the terms and conditions states as below and both the parties of the said Agreement have agreed that they shall honestly abide by the rules and regulations prevailing. Therefore, this Banakhat (Agreement to Sale) without possession is executed at the Will and happiness of

both the parties and both the parties gives such trust and assurance to each other and have signed the same in presence of the witnesses.

13) The allottee have agreed to buy from the promoter the said property bearing block no.....built onfloor having an approximate area of about.....sq. m. (under Gujarat RERA Act) with approximate carpet area of about.....sq. m. (as per plan passed by AMC) unit built up constructed property along with the undistributed land to be availed as per the share of each unit for the value of amount of Rs.....(Rs in words.....). The said costs include the costs for the common collective property and facilities and additional facilities as well as on the costs for the undistributed land to be availed to the allottee.

(A)After the execution of the Registered Sale deed, along with other owners of the flat, the allottee shall have rights to utilize the facilities and amenities in the said scheme created in first basement, common passage, in the space located in holoplinth, common plot, stairs, lift, water plant, underground as well as over head water tank, common street light, paver block along

with R.C.C. Road and the open space along with it as well as constructed common facilities.

- (B) The flat/apartment decided by allottee to buy from the promoter does not have any balcony/warandah.
- (C) The costs of the wash area ofsq. m. adjoining the said apartment is also included in the above stated sale price consideration for which the allottee has agreed to buy the said apartment from the promoter and as per the said price, the promoter has given consent to sell the apartment to the allottee at the said price.
- (D) The costs of the open parking space constructed as per the lay out plan has been included in the total price of the apartment stated above and the allottee has agreed to buy the apartment at the above stated price and as per it the allottee have decided to buy it from the promoter.

This way, the allottee have decided to buy the above property for sale consideration price of Rs.....(Amt in Words.....) as per the above stated terms and conditions and the promoter has also agreed to sell the apartment to the allottee at that price.

14) As a part of the above sale consideration price, the allottee has paid an amount of Rs.....
 (Amount in Words.....) as 5% Token Amount from the total sale consideration price by cheque No.....dateddrawn on The.....Bank in the name of promoter. The above amount has been paid by allottee to the promoter and the allottee have agreed to pay the balance amount of Rs.....to the promoter of the Scheme within.....months. The above said term shall be considered as most important term among all the terms and condition of the said Banakhat (Agreement to Sale) without possession.

(A) **25 %** amount of the total sale consideration price shall be paid by the allottee to the promoter of the Scheme within 2 days of the registration of the said Banakhat (Agreement to Sale) without possession.

(B) Other **15 %** amount of the total of sale consideration price of the said apartment shall be paid by the allottee to the promoter of the Scheme when the construction work gets complete until the plinth level.

(C) Other **25%** of amount when the constructions of the slab get complete.

(D) Other **5 %** amount of the total of sale consideration price of the said apartment shall be paid by the

allottee to the promoter of the Scheme when the construction of walls of the building, inside plaster of the building, floor, doors and windows work get complete.

(E) Other **5 %** amount of the total of sale consideration price of the said apartment shall be paid by the allottee to the promoter of the Scheme when the sanitary fittings, stairs, lift, floor level lobbies construction gets complete.

(F) Other **5 %** amount of the total of sale consideration price of the said apartment shall be paid by the allottee to the promoter of the Scheme when outer plaster of the building get complete, plumbing, elevation, water proofing, along with the terrace works gets complete.

(G) Other **10 %** amount of the total of sale consideration price of the said apartment shall be paid by the allottee to the promoter of the Scheme when the lift work, water pump, electricity connection, other electric appliances work and the work related to other environment related activities gets complete.

(H) The left over amount of **05 %** that means the final part of the total amount to be paid of the sale consideration price of the said apartment or its building use or on receipt of completion certificate when the process of possession of the apartment is

handed over to the allottee by the promoter is done, at that time the payment of balance amount has to be made and thereafter the promoter shall execute a registered sale deed of the said apartment in favor of the allottee.

15) The allottee has to pay separately the amount of G.S.T already paid or payable with reference to the construction work of the said scheme, other taxes or cess as per the share to be paid by each owner of each unit.

16) In addition of the total sale consideration price of the said apartment, the amount to be paid to any other Government or Semi Government or by local self government or amount collected by the Government from time to time or due to excess tax charge by the above authorities, if the costs of the said apartment increases, then allottee has to pay the additional amount to the promoter.

17) If the allottee fails to pay amount of any installment from among the total price of the apartment stated in above condition no. (14) (A) to (H) within the fixed time limit and if such allottee fails for consecutive three times, then, if such amount is not paid by the allottee to the promoter or delay is made in the payment, then,

allottee shall have rights to charge interest on the said amount and the promoter shall also have rights to get cancel the said Banakhat before the Hon'ble Sub Registrar and the allottee have to co-operate in it by signing the same. Moreover, the promoter shall inform by Regd. A.D. letter or e-mail or notice to the allottee that the said Banakhat shall be cancelled for breach of any special term and condition and shall also inform that the debt amount shall be paid within the time limit of 15 days and the amount stated by the promoter to the allottee shall be paid immediately and if the allottee shall fail in doing so, then, the said Banakhat Agreement shall be treated and cancelled on the same day and after 30 days of registration of such cancelled Banakhat before the Office of the Sub Registrar, the promoter shall refund the amount paid by the allottee after deducting the amount of the 'liquidated damages' as well as other expenses, government tax etc amount. The allottee agrees to the above term and condition by signing the Banakhat (Agreement to Sale) without possession.

- 18) But if the allottee pays the amount of sale consideration price before the time limit fixed in the said agreement, then, the promoter shall execute the

registered sale deed in favor of the allottee after BU permission.

19) The allottee informs the promoter that allottee shall not take any objection against the decision made by the promoter with regard to the pending amount of debt to be paid on part of the allottee and no demand has to be made in that regard or no court proceedings or dispute has to be filed in this regard and such type of trust and assurance is given by the allottee to the promoter by executing this Banakhat Agreement.

20) Both the parties to this Banakhat Agreement i.e. the promoter and the allottee shall abide by the time limit fixed with regard to handing over of the possession of the apartment and with regard to making payment of the sale consideration price of the apartment. Therefore, **"Time is essence for the Promoter as well as the Allottee."**

21) The Promoter of the said Scheme has made the construction of the Scheme as per the present building bye-laws and the F.S.I. available and on that basis the allottee has decided to buy the apartment, therefore, the F.S.I. of the said Scheme to be receivable at present or if in future, any additional F.S.I. or T.D.R. is received or any proposed F.S.I. is received in future on the basis of Development Control Regulation, then,

its ownership shall be of the promoter and the allottee has decided to buy the said apartment on the basis of such understanding.

- 22) The promoter has to handover the possession of the said apartment, for which this Banakhat agreement is executed, until 31/12/2021. But if delay is caused in availing the Building Use Permission of the said Scheme Property on completion of the construction of the Property, then, the time limit of handing over of possession shall be treated as extended automatically and it shall be accepted and binding to the allottee.

Moreover, on receipt of Building Use Permission of the said Scheme, the promoter has to inform them in written, orally or telephone within 7 days and after informing such, the allottee has to make payment of the balance amount of sale consideration price and on receipt of complete payment, the allottee has to get executed the registered sale deed of the said apartment from the promoter. But if allottee objects or fails to make payment of the balance amount or to take possession of the said apartment, then, until the time the possession of the said apartment is with the promoter, the balance amount of the consideration price of the apartment as well as 18% interest amount on the maintenance costs of the apartment has to be

paid by the allottee to the promoter. The allottee agrees to it in this Banakhat Agreement.

- 23) If the promoter, due to the reason out of control of its agent, does not hand over the possession of the said apartment within the time limit as stated in above term and condition no. (22) to the allottee, then, until the date the possession of the apartment is not handed over to the allottee by the promoter, for that time, the promoter has to pay 18 % interest to the allottee for that period.

But if due to any natural calamities, such as fire, earthquake, war, internal disturbance, natural calamity or for the reason of issuance of notice, order, notification by any Government and or Semi Government offices or due to the natural or manmade circumstances or due to modifications made by the government in rules and regulations, if delay is caused in receipt of the Building Use Permission and due to such above reason, if delay is caused in handing over of the possession, then, the allottee has to accept such reason and in this regard, the allottee has not to arise any type of dispute or file court proceedings against the promoter and due to the above reasons, the delay

caused in handing of the possession of the apartment to the allottee has to be recognized.

24) With the consent of both the parties i.e. allottee and promoter, if any changes or modifications are made in terms and agreement of the Banakhat without possession i.e. Agreement to Sale without possession, then, it shall be binding on both the parties.

25) Promoter has made construction of the property in the Scheme of the flats named "**KAUTILYA-99**" as per the plan permitted by the authorities and if any changes are to be made in the above sanctioned plan, then, it shall be done with the consent of both the parties i.e. allottee and promoter to this Banakhat Agreement without possession. But if any need arises on part of the promoter to make modifications or changes with regard to the specification of the Scheme and plan or with regard to the construction of building for purpose of abiding or obeying any rules and regulations or laws, then, there is and shall be the consent of the allottee in this regard. The allottee makes such acceptances in this said Banakhat with regard to the above development.

26) On the basis of the said sale deed, the sellers of the property have handed over the possession of the

property to the buyer/allottee of the property, therefore, until for the period of 5 years on receipt of B.U. Permission of the said apartment, if any type of fault, in the structure of the building or the said apartment in which the said member/allottee is residing, is brought on the notice of the sellers/promoters of the said property, then, seller/promoter of the said property shall remove it within 30 days at its own costs and if it is not possible to remove that fault, then, the buyer of the property shall have right to recover compensation from the seller/promoter of the property in this regard but if such fault i.e. such in the plaster of the building is not possible to remove due to natural reasons such as climate change or cold or more hot or rains or any scratch or crack is there due to natural climate change and it if is happening from time to time and if it is not possible to remove it, then, promoter shall not be held responsible in any way in this regard or if it is such that the promoter is not held responsible or if it is out of the control of the promoter or if it is such that for any structural errors or any labor or technical errors or quality is there, then, promoter shall not be liable to pay damages to the buyer or allottee and an allottee shall have no rights in this regard or the allottee shall have no rights to obtain or claim any compensation

under the provisions of RERA Act or any other Act or laws or provisions prevailing at that time or through the way of any Court proceedings and such acceptances, trust and assurances is given by the allottee of the said property.

27) The Allottee has to utilize the apartment for residential purpose only after getting the possession of the apartment as well as the space for parking has to be utilize for parking vehicles and except it, no any type of utilization of the space has to be done by the allottee.

28) The allottee of the said unit along with the allottees of other Unit/Flat have to form a Service Society for the purpose of administration of the said scheme of flats, in which the promoter shall provide necessary application, form to the allottee under the laws, by laws, rules and regulations of the said service society and within 7 days of providing form to the allottee by the promoter, the promoter shall fill the form and returned it back duly signed to the promoter, on the basis of which the promoter shall get registered the said service society. Moreover, if any modifications or changes are to be made in the rules and regulations, standards of quality, constitution of society, with regard to the Co-Operative Societies or any other local

self body government, then, allottee does not have to take any objection in it.

29) The allottee gives such trust and assurance to the promoter by executing this Banakhat without possession i.e. agreement to sale that after getting the possession of the said apartment, the allottee shall be liable to pay all the expenses to be incurred with regard to the said apartment such as local taxes, development tax as well as other taxes related to the local self body government and/or the taxes imposed by the government, the taxes like water tax, common lighting, repairing work as well as clerical, bills, security, salary of the workers and cleaners and all the expenditures necessary for administration and maintenance of the total blocs and land of the said Scheme and also such expenses which are incurred on any such occasions, the allottee shall be liable to give his share of amount of expenses incurred due to any of the above reasons.

30) Moreover, until time the registration of the said Society is not done, till then, the allottee has to pay the amount of expenditure incurred due to above reasons stated in para 29, the expenses as decided by the promoter. Moreover, the allottee agrees that until the time till the promoter does not fixes such share of

the amount to be paid by the allottee, the allottee has to pay an fix amount and G.S.T. applicable on that amount to the promoter for working expenses purpose and no interest shall be calculated on such amount and until the time the registration of the service society is not done or until the administration of the whole Scheme is not handed over to the members, the above said amount should lie with the promoter only.

31) Moreover, until the time the possession of the said apartment is not handed over to the allottee, the amount of expenditure as fixed by the promoter and such expenses which are not included by other provisions of the said Banakhat, the allottee has to pay his part of expenditure as well as the total expenditure with regard to the formation of the said service society, total expenditure of the amount of the said Banakhat (agreement to sale), expenses of the sale deed, stamp duty, registration fees, advocate fees, miscellaneous expenses etc, all the above expenses have to be borne by the allottee.

32) The promoter gives such trust and assurance to the allottee that the titles of the said apartment are totally clear and marketable and promoter possesses the rights to make construction on the said land of the Scheme and promoter also possess legal possession of

the said land. Moreover, promoter has obtained the necessary permission for the development of the said Scheme and thereafter the plans of the said Scheme were sanctioned by the authorities. The promoter assures that no court cases, any other litigation or any other suits have been filed with regard to the said Scheme and that no encumbrances have been pending on the said Scheme. The land of the said Scheme is clear and without any debt being pending on it. Moreover, no mortgage or any other encumbrances are there on the said property and no injunction orders have been passed by any of the Court with regard to the said Scheme.

33)Moreover, the buyer or allottee as well as all other allottees along with the Sellers/Promoters of the Property gives below acceptances, trust and assurances that...

(A)...The allottee has been handed over the possession of the apartment today therefore, the apartment has to be maintained at the cost of buyer/allottee and no such act shall be done or committed in the building which breaches the rules, laws, sub rules, sub laws or no such modifications shall be done in the building or apartment without the permission of the local authority.

(B) Moreover, the allottee shall not store any such material things or buyer/allottee of the said flat has not to conduct such acts which creates nuisance to the other flat owners as well as also not to store such things which are against law such as the materials which can catch fire easily or other explosive things, combustible materials, such things which creates smell which is harmful to the human health, prohibited things shall not be kept inside or outside the flat by self or any with the help of any other person for which local authorities have any objection and no stairs, passages or apartment shall be utilize in transportation of such materials. If there is possibility of causing damage to the doors of structure or building in which the apartment is located and if damage is caused to it due to such act of the allottee or buyer, then the allottee or buyer shall be held responsible for suffering its results.

(C) ...The allottee or buyer shall conduct the expenditure with regard to all the internal maintenance of the above said apartment and has to maintain apartment in the same condition as handed over by the promoter or shall not commit or conduct such act in the apartment or building for

which the local authorities have any objection or such act which is against the rules, sub rules and regulations of such local authority. No such act shall be caused which results into breach of any such rules and regulations and if it is done so, then the allottee shall be held responsible for suffering its results.

(D) The allottee shall not break any part of the apartment and shall also not make modifications or changes in the said apartment or shall also not make any changes in the elevation of the apartment or colour scheme in the outer part of the apartment and the allottee shall maintain the parts of apartment, gutter system, drainage system in good condition and shall provide security to the apartment and without the authorities of the service society or without permission in written, shall not make any modifications in columns, beams, walls, slabs or R.C.C. or shall not make any structural changes in the said apartment and shall also not cause damage in any other way to the said apartment.

(E) Moreover, the allottee shall not commit any such act in which the land of the building project or apartment is held liable for rejection of the

insurance policy of the said scheme or apartment or due to such act, additional amount of premium of the insurance policy has to be paid.

(F) The allottee shall not throw any garbage or any such material which creates un-cleanliness or un-useful things in any part of the compound of the apartment or scheme or in any part of the of the said scheme.

(G) Within fifteen days of the demand made by the promoter of the scheme, the allottee/buyer of the flat has to make payment of his part of the security deposit for the facilities such as electricity and water and other amenities provided by the local government or state government in the building or apartment.

(H) If the allottee/buyer of the flat makes any modifications in the apartment allotted to him and due to such modifications, the amount of excess or additional taxes and cess laid down by local self government authorities and/or government and/or other public authorities for facilities such as water, insurances and such other facilities, then, allottee has to pay the same.

(I) On the basis of the said Banakhat means Agreement, until the time the allottee makes complete or full payment of the sale consideration price to the promoter, till then, the allottee cannot give the said apartment or any of its part on rent or lease to any third party or also could not execute any documents of transfer of the said apartment to any third party's favor or also could not hand over the apartment to any third party for his personal interest or advantage.

(J) For the purpose of administration of the said Scheme, the Service Society has been registered and for the purpose of the Security and maintenance of the said apartment located in the said building, the allottee has to abide and follow all the rules regarding the said apartment (building rules), laws, by-laws, implemented by local self body government authority and government and public institutions for the said time period and the timely modifications and changes being made in those rules and regulations. The allottee has to follow all those rules. The allottee has also to obey and abide by all the rules and regulations as decided by the service society and as per the terms and conditions of this Agreement, the allottee shall make regular payment

of all the taxes and expenses as found by the service society.

(K) The allottee or promoter of the said scheme or their surveyors, agents, labor as well as other persons shall be permitted entry in the building at any time in the premises of the building for purpose of verifying and seeing the position of the said building or apartment.

34. With regard to any matter of fact included in the above agreement with reference to the said apartment, such meaning shall not be derived out that the apartment or any of its part has to be transferred by giving as gift, Will or in lieu of any other consideration and it is also not intended such. The Allottee has been sold the said apartment as per the said Sale Deed and its terms and conditions and except it the allottee shall not possess any claim or rights on it and until the time the area in the vicinity of the said building as well as open space of margins, basement, parking spaces, lobbies, building lobbies, stairs, balconies, entertainment area of the building compound is not transferred to the allottee, until then, the promoter shall be the owner of all the above property.

35. The promoter hereby states that the promoter shall neither keep the said apartment on any type of mortgage or any bailment before any party nor shall take any type of loan on the said apartment. Moreover, the promoter has not executed the titles of the said apartment previously in any third party's favor and no third party can claim its rights, claim or suit on the said apartment. Moreover, no litigations or court cases or procedure of any government or semi government offices are pending on the said apartment. The said apartment is totally free from all types of encumbrances and it is totally without any type of "debt" pending on it. Moreover, no such acts have been done as a result of which the value of the said apartment decreases. The promoter gives such trust and assurance for the above fact.
36. If the said Agreement has to be cancelled and rejected under any of the above provision or terms and conditions of the said Agreement or the laws and by laws framed under those above provisions and terms and conditions or the other laws applicable to the said Agreement, if it is to be cancelled, rejected or unenforceable, then, such provisions which are not in accordance of this Agreement, for that purpose only, and those

provisions are necessary to be in accordance with this Agreement or the rules framed under it or the laws applicable to it, till that limit, those provisions not in accordance shall be treated as cancelled and rejected and the remaining terms and conditions of this Agreement shall be applicable to it in the same way as were applicable at the time of execution of this Agreement and shall be recognized and enforceable in the same way.

37. Both the parties to this Agreement give their consent that in addition to the instruments and procedures referred here, for the purpose of execution of the provisions of this Agreement or for the execution of the transaction stated here or for confirming or transferring the rights created under this Agreement or for making them complete, if it is found necessary to follow any type of such transaction, then, any such document shall be executed by the promoter to the other party. Promoter shall accept it and follow it.
38. If any controversy arise with regard to the terms and conditions of the said Banakhat without Possession or if any problems are faced in deriving the meaning of the terms and conditions of this Banakhat, then, both the parties shall disposed those disputes with mutual understanding and co-

operation of each other. But if in any circumstances, its disposal cannot be brought with understanding and co-operation, then those disputes shall be forwarded to the Ahmedabad Urban Development Authority under the provisions, rules and regulations framed under the Real Estate Related (Regulation and Development) Act - 2016.

EXHIBIT

Flat property i.e. apartment no.
 admeasuring area of about.....(under the provisions of Gujarat RERA Act) carpet area as well as approximatelysq. m. (as per plan sanctioned by Ahmedabad Municipal Corporation) unit built up constructed property as well as the undivided land of the said flat admeasuring about.....sq. m. of land to be availed and the constructed property along with the above land being located in the scheme of the flats built on the above said land in the name "**KAUTILYA-99**" on the Non-Agricultural land located in Registration District Ahmedabad Sub District Ahmedabad City Part - 8 (Sola) Taluka Ghatlodiya's Mauje Tragad Village's Sim Survey No. 167/2 admeasuring the land of about 2428 sq. m. of land paiki land admeasuring to about 1260 sq. m. of land included in draft T.P. Scheme No. 233 (Tragad) allotted

Final Plot No. 01 admeasuring to about 756 Sq m and Survey No 200/2/B admeasuring the land of about 2428 sq. m. of land included in draft T.P. Scheme No. 233 (Tragad) allotted Final Plot No. 33 admeasuring to about 1457 sq. m., thereby total of 2213 sq. m. of land of both the final plots and the residential flats constructed property on the above said land.

DETAILS OF THE FOUR CORNERS OF THE SAID

FLAT PROPERTY

East: is located.

West: is located.

North: Property of flat no..... as well as common wall between the property is located.

South: Property of flat no..... as well as common wall between the property is located.

This way, the flat property with the above details located atfloor, the flat no.....constructed property and the space available for road and other facilities and amenities along with the rights to utilize it.

The Sale Deed as above has been executed by both the parties after reading it, getting it read,

understanding, getting it translated in their own language, with their intelligence and in totally secured state of mind and without coming into any one's pressure and in un-intoxicated state of mind. It is binding to the heirs and guardians of both the parties and their heirs, guardians, heredities, administrators, attorneys etc and it is binding on both the parties.

Today on date.....month.....year 2018 at Ahmedabad.

Sign.....Stamp.....Sign

The First Part:-

Sellers:-

Promoter:-

Owner of the Proprietary Firm named **"Vasupujya Corporation"**

.....(1).....

(Shri Kiran Rasiklal Kamdar)

(2).....

The Second Part:

Buyers:

Allotee:-

.....

EXHIBIT UNDER THE PROVISION OF SECTION 32 (A)
OF THE REGISTRATION ACT

The First Part :- Photo L.H.T.I.

Sellers:-

Promoters

Owner of the Proprietary Firm named **"Vasupuiya**
Corporation"

.....(1).....

(Shri Kiran Rasiklal Kamdar)

(2).....

The Second Part:

Buyers:

Allotee:-

.....

