

AGREEMENT FOR SALE

(Without Possession)

District: BHAVNAGAR

Sub-District : BHAVNAGAR-4 (Tarsamiya)

Agreement for sale of Residential Flat, bearing Flat No. _____ situate at _____ FLOOR of the Building known as AKHAND JYOT (A, Mixed Development Project registered under Provisions of REAL ESTATE REGULATORY ACT, 2016 vide Registration Number _____ dated - -2019) admeasuring Carpet Area as per RERA Act, 2016 _____ Sq. Mt. with Balcony admeasuring _____ Sq. Mt., together with proportionate Un-divided Share in the land admeasuring _____ Sq. Mt., with all the common amenities provided in the scheme, built over the freehold land bearing Plot No.4, allotted by Shri Nutan Bhartiya Housing CHS Ltd., admeasuring 487.81 Sq. Mt. forming part of the Original Revenue Survey No.90/2 and 90/3, against which Final Plot No.3/1 and 3/2 of T.P. Scheme No.12 (Tarsamiya), has been allotted and same is lying and situate at- opposite Meru Baug, Ghogha Road, Bhavnagar, within Registration District-Bhavnagar & Sub-District Bhavnagar-4 (Tarsamiya)

This Agreement for Sale is made and executed at city Bhavnagar today, the _____ day of _____ 2019, between the parties within named

Party at the FIRST PART : PURCHASER – ALLOTTEE

(Herein after referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

Party at the SECOND PART : PROMOTER - VENDOR

Mrs. SAMJUBEN TULSHIBHAI PATEL Aged about 56 Years, Occupation: Business, Religion: Hindu

Residing at- Flat No.403 & 404, Akhand Anand Flats, Near Rupani Circle, Bhavnagar (Hereinafter referred to as the “Promoter” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors,

WHEREAS

The Promoter is lawfully seized and possessed of and sufficiently entitled to all that piece and parcel of Freehold land bearing Plot No.4 admeasuring 487.81 Sq. Mt. forming part of the Original Revenue Survey No.90/2 and 90/3, against which Final Plot No.3/1 and 3/2 of T.P. Scheme No.12 (Tarsamiya) had been allotted and same is lying and situate at - opposite Meru Baug, Ghogha Road, Bhavnagar, within Registration District-Bhavnagar & Sub-District Bhavnagar-4 (Tarsamiya)

The said land is earmarked for the purpose of building a Mixed Development consisting both Residential and Commercial Construction comprising 16 Flats, Four Shops and Four Offices and the said project shall be known as AKHAND JYOT. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.

Bhavnagar Municipal Corporation had approved Building Plan for the construction of units and had granted permission for the Development work vide Letter of

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Permission No.42 dated 23-05-2013 and subsequently said plan was revised and same was approved by Municipal Authorities on the date 02-03-2019 and permission for the development work is accorded vide Letter No.63 dated 02-03-2019 Accordingly, Promoters had built the building over the said land and after completing construction work; she had prepared Building Completion Plan and produced before Town Development Officer of Bhavangar Municipal Corporation for the necessary approval. Said Building Completion Plan has been approved on the date - - 2019 and Building Completion Certificate bearing Serial No. dated - - 2019 has been issued to the promoters.

The Promoters has applied for the registration of said Project AKHAND JYOT under the provisions of REAL ESTATE REGULATORY ACT (herein after referred to as “RERA” for the sake of brevity) and provisional Registration Number _____ dated - -2019 has been issued to the promoter.

The Allottee had applied for a Flat in the said Project vide application dated - 2019 and has been allotted a Flat No._____ situated at _____ FLOOR admeasuring Carpet Area as per RERA Act, 2016 _____ Sq. Mt. with Balcony admeasuring _____ Sq. Mt., together with pro-rata share in the common areas (“Common Areas”) as defined under clause (n) of Section 2 of the RERA with all the common amenities provided in the scheme (hereinafter referred to as the “Flat” more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein; The Parties hereby confirms that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

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

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Flat as specified in forgoing Para

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

TERMS & CONDITIONS

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the said Flat as specified in SCHEDULE-A
- 1.2 Allottee agrees to purchase said Flat for The Total Price of Rs._____ (In Words, Rupees _____ only) for the consideration amount and has made Allotment Application Fee of Rs._____ (Rupees _____ only) as per details given hereunder to the Promoter, and the promoter do hereby admit and acknowledge to have received the same.

DETAILS OF ON ACCOUNT PAYMENT RECEIVED

AMOUNT (INR)	DATE	CHEQUE NO	BANK DETAILS
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Allottee will be liable to make payment of balance amount of consideration to the tune of Rs. _____/- within the time limit specified at clause (5) of this indenture, as per payment Schedule - B annexed to this deed. It is agreed between the parties to this Indenture that, consideration amount fixed herein above, shall be Inclusive of all type of Government Taxes.

- 1.3 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate of 10%, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement
- 1.4 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, Fittings and amenities described therein in respect of the Flat without taking previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee or such minor changes or alterations as per the provisions of the Act.
- 1.5 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Flat as mentioned below:
- 1) The Allottee shall have exclusive ownership of the said Flat. The Allottee shall also have undivided proportionate share in the Common Area.
- 2) Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the allottee shall use the common areas along with other occupants without causing any inconvenience or hindrance to them. Further, the right of the allottee to use the common areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of Allottee as provided in the Act
- 3) That the computation of the price of the Flat includes recovery of price of land, construction of Flat, the common areas, internal development charges, external development charges, taxes, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.
- 1.6 It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for the use and enjoyment of the allottee of the Project.

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- 1.7 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee, which she has collected from the Allottee for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities,

banks and financial institutions which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by her from the Allottee or any liability, mortgage loan and interest thereon before transferring the flat to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken thereof by such authority or person

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment in favour of SAMJUBEN TULSHIBHAI PATEL payable at BHAVNAGAR

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

Time is an essence for the Promoter as well as the Allottee. The Promoter and the allottee do hereby agree and confirms to fix the Time limit of 180 days from the date of signing this indenture for executing Conveyance Deed after getting

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full value of consideration in her favour and get the same registered at the office
of the Sub- Registrar, Bhavnagar-4 (Tarsamiya).

6. AVAILABILITY AND USE OF FSI

The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 780.34 square meters only and Promoter has utilize additional Floor Space Index of 1072.96 Sq. Mt. by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 868.62 Sq. Mt., as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

7. POSSESSION OF THE FLAT

7.1 Schedule for possession of the said Flat

The Promoter agrees and understands that timely delivery of possession of the Flat is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Flat on or before 31/10/2019, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure") The Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Flat, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession

The Promoter, upon receiving Full amount of consideration fixed as aforesaid and executing Conveyance Deed in favour of the allottee, shall hand over the physical possession of the said flat under consideration. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottee, as the case may be from the date of possession of said flat.

7.3 Failure of Allottee to take Possession of Flat:

In case the Allottee fails to take possession within the time provided in clause 7.2, such allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 Possession by the Allottee

After handing over physical possession of the said flat to the allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plans, including common areas, to the association of the Allottee or the competent authority, as the case may be, as per the local laws.

7.5 Cancellation by Allottee

The Allottee shall have the right to cancel/withdraw his/her allotment in the Project as provided in the Act: Provided that where the Allottee proposes to

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cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the promoter to the Allottee within 45 days of such cancellation.

7.6 Compensation

The Promoter shall compensate the Allottee in case of any loss caused to him/her due to defective title of the land, on which the project has been developed, in the manner as provided under the Act and the claim for Compensation under this section shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Flat (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him/her in respect of the Flat, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest @ 10% p.a specified in the Rules for every month of delay, till the handing over of the possession of the Flat.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project
- (iv) There is no litigations pending before any Court of law with respect to the said Land, Project or the Flat
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and flat are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Flat 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 said Land, including the Project and the said Flat 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 Flat to the Allottee in the manner contemplated in this Agreement;

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- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Flat to the Allottee and the common areas to the Association of the Allottee;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the Flat to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest @ 10% per annum within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he/she shall be paid, by the promoter, interest @ 10% per annum at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Flat

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments within time limit stipulated at foregoing paras of this Indenture and despite having been issued notice in that

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regard the allottee shall be liable to pay interest to the promoter on the unpaid amount @ 10% per annum.

- (ii) In case of Default by Allottee under the condition listed above continues after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Flat in favour of the Allottee and refund the amount money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID FLAT

The Promoter, on receipt of complete amount of the Price of the Flat under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Flat together with proportionate indivisible share in the Common Areas. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/ her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority.

11. MAINTENANCE OF THE SAID BUILDING

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Allottee. The cost of such maintenance has been included in the Total Price of the Apartment

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the RERA.

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

The Allottee hereby agrees to purchase the Flat on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance Association of Allottee and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottee from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

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

15. USAGE

Use of Service Areas: The service areas, as located within the AKHAND JYOT Building shall be earmarked for the purposes such as parking spaces and services including underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottee formed by the Allottee for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Flat at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Flat or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Flat and keep the Flat, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Flat or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Flat. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottee and/or maintenance agency appointed by association of allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

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

18. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that she has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

20. 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 by the Allottee

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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 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.

21. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat as the case may be.

22. RIGHT TO AMEND

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES

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

24. WAIVER NOT A LIMITATION TO ENFORCE

24.1 The Promoter may, at her sole option and discretion, without prejudice to her rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottee.

24.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. 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.

26. 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 the proportion which the carpet area of the Flat bears to the total carpet area of all the Flats in the Project.

27. 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.

28. 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 BHAVNAGAR city 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 BHAVNAGAR

29. NOTICES

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 at their respective addresses specified below:

DETAILS OF ALLOTTEE

Full Name	
Complete Postal Address	
Mobile Phone No.	
e- mail Address	

DETAILS OF PROMOTER

Full Name	SAMJUBEN TULSHIBHAI PATEL
Complete Postal Address	Flat No.403-404, Akhand Anand Flats, Near Rupani Circle, Bhavnagar
Mobile Phone No.	9898798888
e- mail Address	tushgabani@gmail.com

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.

30. JOINT ALLOTTEES

That in case there are Joint Allottee 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 to consider as properly served on all the Allottee

31. 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.

32. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the RERA.

SCHEDULE 'A'

DESCRIPTION OF THE FLAT

All the piece and parcel of Residential Flat, bearing Flat No._____ situate at _____ FLOOR of the Building known as AKHAND JYOT admeasuring Carpet Area as per RERA Act, 2016 _____ Sq. Mt. with Balcony admeasuring _____ Sq. Mt., Wash, together with proportionate Un-divided Share in land admeasuring _____ Sq. Mt., with all the common amenities provided in the scheme,

AKHAND JYOT, DRAFT COPY OF AGREEMENT FOR SALE
built over freehold land bearing Plot No.4, admeasuring 487.71 Sq. Mt. forming part of the Original Revenue Survey No.90/2 and 90/3, against which Final Plot No.3/1 and 3/2 of T.P. Scheme No.12 (Tarsamiya), has been allotted and same is lying and situate at- opposite Meru Baug, Ghogha Road, Bhavnagar, within Registration District-Bhavnagar & Sub-District Bhavnagar-4 (Tarsamiya), surrounded by boundaries as under

BOUNDARIES

By North	
By South	
By East	
By West	

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

SCHEDULE ‘B’

PAYMENT PLAN BY THE ALLOTTEE

Allottee do hereby agree and confirm to pay the Promoter the amount from Total Price fixed herein above at clause (1) as per the following milestone of the Building Construction Work

PAYMENT SCHEDULE

30% of the Total Price considered (Including Application fee paid) shall be payable at the time of execution of this present	
Minimum 15% of consideration Amount shall be payable upon completing the Plinth work of Wing of the said Flat	
Minimum 25% of the consideration Amount shall be payable upon completing slab work of floor of the said Flat	
Minimum 5% of the consideration Amount shall be payable upon completing finishing of wall, plaster work, flooring work and complete fitting of Doors and Window sections of the said Flat	
Minimum 5% of the consideration Amount shall be payable upon completing fitting of Sanitary fittings, Lift well and completing the stair-case up to the floor level of Wing of the said Flat	
Minimum 5% of the consideration Amount shall be payable upon completing the outer side Plumbing, Exterior Plaster work , elevation and water proofing of Terrace of the Wing of the said Flat	

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Minimum 10% of the consideration amount shall be payable upon completing the Installation of Lift, Water Pump, Flooring and Paving of Plinth and providing complete amenities as agreed to provide	
Remaining 5% of the consideration amount shall be payable upon receiving Building Completion Certificate from the authority competent or giving Possession of said Flat whichever is early	
TOTAL SUM PAYABLE	

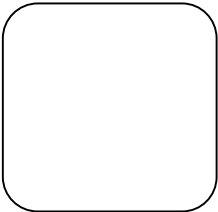
SIGNED AND DELIVERED BY THE SELLER WITHIN NAMED, SAMJUBEN TULSHIBHAI PATEL

In Presence of Witness

ANNEXURE

Showing Photograph and Thumb Impression of parties to this Indenture

VENDOR:



(SAMJUBEN TULSHIBHAI PATEL)

PURCHASER

