

AGREEMENT FOR SALE

THIS AGREEMENT TO SALE is made at Ahmedabad on this _____ day
of _____ 2017 between

The First Part- Seller

1.GITABEN GOVINDBHAI PATEL THROUGH P.O.A. HOLDER NISHARG GOVINDBHAI PATEL

Aged-Adult, Hindu by caste, Occupation-House Wife

PAN NO. AFSPP 8888 G.

AADHAR NO.

Residing at : 26, Nilkanth Bungalows, Nr Gulab Tower, Thaltej, Ahmedabad

2. RAJESHBHAI MAHENDRABHAI PATEL

Aged-Adult, Hindu by caste, Occupation-Businesses

PAN NO. AKCPP 9148 C.

AADHAR NO.

Residing at : 103, Gulab Tower, Thaltej, Ahmedabad

Hereinafter called the Owner/ Sellers or as party of the First Part, Which Expression shall mean and include unless the context otherwise, requires their legal heirs, guardian successors, assignees, executors, administrations etc., of First Part

AND

(The Second Part-Purchaser

1.....

Aged-..... Years, Hindu by caste, Occupation-.....

PAN NO-.....

AADHAR NO.....

2.....

Aged-..... Years, Hindu by caste, Occupation-.....

PAN NO-.....

AADHAR NO.....

Both Residing at :

.....

Hereinafter called the “Purchaser/Allottee” or as party of the Second Part, which expression shall mean and include unless the context otherwise required their legal heirs, guardian, successors, assignees, executors, administrators etc., of the Second Part

The Third Part-Confirming Party/ Developers

**BHAVANI ENTERPRISE, a solo proprietorship firm through its Proprietor
NISARG GOVINDBHAI PATEL**

PAN NO. AXHPP 4043 L.

AADHAR NO.

Aged-Adult, Hindu by caste, Occupation-Business

Residing at : 26, Nilkanth Bungalows, Nr Gulab Tower, Thaltej, Ahmedabad

Herein after called the "Promoter /Confirming Party/Builder" or as party of Third Part. which expression shall mean and include unless the context otherwise required their legal heirs, guardian, successors, assignees, executors, administrators etc., of the Third Part.

WHEREAS:

- i). The Owner is seized and possessed of or otherwise well and sufficiently entitled to an immoveable property, being Final Plot No.651/1, admeasuring about 746 sq.mts. (Representing proportionate part of Revenue Survey No.548/2, admeasuring about 2360 sq.mts.) of Town Planning Scheme No.28 of Mouje-Wadaj, Taluka-Sabarmati, in the Registration District Ahmedabad and Sub District Ahmedabad-2 (Wadaj) more particularly described in the First Schedule hereunder written (Hereinafter referred to as the "Said Land") by way of sale deed dated 23-05-2013/4-8-2012 registered before the Sub-Registrar office at Ahmedabad-2(Wadaj) under sr.no.270/22777 Accordingly the Owner became the owner and possessor of the said land.
- ii). The Owner granted to the Promoter development rights to the piece or parcel of freehold land lying and being at Mouje Wadaj in the Registration Sub-District of Ahmedabad-2(Wadaj) admeasuring 746 sq. mts., or thereabouts more particularly described in the First Schedule therein as well as in the First Schedule hereunder written (hereinafter referred to as "the project land") and to construct thereon building/s in accordance with the terms and conditions contained in the Development Agreement. That Development Agreement Registered before Sub Registrar of Ahmedabad-2(Wadaj) under Serial No. 3569 dt. 27-6-2017.
- iii). That N.A. use permission issued by District Collector, Ahmedabad dt. 12-1-2016 for residential use and District Collector, Ahmedabad dt. 5-3-2016 for Commercial use.
- iii). The owner has evolved a residential cum commercial project on the Said Land, known as "**Aditya Heights**", consisting building block comprising of Ground Floor for parking and Six upper floors, consisting of commercial shops on Ground Floor and First Floor and residential flats/ apartment on Second to Eight Floor. The plans, specifications, design and detailed drawings for the same have been prepared by, the owner himself.
- iv). The Developers has submitted the building plan to the Ahmedabad Municipal Corporation, which have been approved by Ahmedabad Municipal Corporation as per its Commence Certificate(Rajachitthi) dated. 15-3-2016 bearing Rajachitthi No. 5594/071015/A5136/R0/M1 subject to certain conditions laid down in the said letter;

- v). The Owner has started the construction of the buildings as per the building plans approved by the Ahmedabad Municipal Corporation as described hereinabove.
- vi). AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter and approved by the Ahmedabad Municipal Corporation and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;
- vii). The Prospective Purchaser has perused, studies and explained to himself/herself/itself the said Development Right, Certificate and Report on Title issued by Advocate & Notary, dated bearing Ref No..... of the Said Land and the documents, papers and writings referred to therein;
- viii). AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said building.
- ix). AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
- x). The Promoter has and will be entering into separate agreements/deeds with several other persons and parties for allotment/sale, or giving rights in respect of Premises, parking spaces and other structures forming part of common amenities and spaces in the Building/s;
- xi). The Prospective Purchaser herein has desired to purchase, and for the purpose to reserve for him / her / it, the premises, being **Apartment/Flat No. _**, on the **_____ Floor**, admeasuring about to **_____ Sq.mts**. carpet area of (Hereinafter referred to as the "Said Flat" Said **Apartment**), subject to the terms and conditions hereinafter appearing.
- xii). AND WHEREAS the "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee,

but includes the area covered by the internal partition walls of the apartment.

- xiii). That by virtue of this agreement, possession is not handed over, the possession would be handed over only after a registered Sale Deed has been executed in between the Purchaser as buyer and Owner as seller or only after receipt of B.U. Permission (occupation certificate) whichever is later and upon “No Dues Certificate” and “Possession letter” having been issued by the Owner in favor of the Purchaser.
- xiv). That 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;
- xv). That prior to the execution of these presents the Allottee has paid to the Promoter in the manner as stated hereunder:-

Amount	Cheque No.	Date	Name of Bank

Total Rs..... (Rupees) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

- xvi). That the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Ahmedabad Ref :-
- xvii). 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 Apartment/Flat and the garage/covered parking(if applicable)

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

- (1) The Owner shall construct the said building consisting building block comprising of Ground Floor for parking and six upper floors, consisting of commercial shops on Ground Floor & First Floor and residential flats/ apartment on Second to Eight Floor on the project land, more particularly described in the Schedule I, in accordance with the plans, designs and specifications approved by the Ahmedabad Municipal Corporation and which have been seen and approved by the Purchaser and kept by the Owner at the project site for inspection. The Owner shall be entitled to make such variations and modifications as he may consider necessary or as may be required by the Ahmedabad Municipal Corporation or the Government of Gujarat or any local authority.

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 Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

- (2) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **Apartment/ Flat No-__**, on the **Floor**, admeasuring about to **Sq.mts**. carpet area (hereinafter referred to as "the Apartment" the Flat) for the consideration of **Rs. _____ (Rupees _____)** including 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 Flat including the proportionate price of the common areas and facilities).
- (3) The Prospective Purchaser has agreed to pay to the Owner the sum of **Rs. _____ /-(Rupees _____ Only)** (herein after referred to as "Purchase Price") out of which the Owner has received a sum of **Rs _____ /- (Rupees _____ Only)** excluding other charges like govt. taxes and levies, as advance money before the execution hereof (the Promoter doth hereby admit and acknowledge the same and acquit, release and exonerate the Purchaser of and from the same).
- (4) The Purchaser shall pay to the Owner the total consideration amount (Purchase Price) as follows:
- a. 20% of total consideration on or after execution of Agreement.
 - b. 15% of total consideration on completion of the Plinth of the building or wing in which the said Apartment is located.

- c. 25% of total consideration on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
 - d. 5% of total consideration on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
 - e. 5% of total consideration on completion of the sanitary fittings, staircases, lifts wells, lobbies upto the floor level of the said Apartment.
 - f. 5% of total consideration on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
 - g. 10% of total consideration on completion of the lifts, water pumps, electrical fittings, 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.
 - h. Balance Amount 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.
- (5) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter 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 Apartment/Flat.
- The Total Price above 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.
- (6) 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 specified in the Rules, 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.

- a). 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 its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- (7) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- a). Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment/Flat to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in herein above. (“Payment Plan”)
- (8) The Promoter has planned to utilize Floor Space Index 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 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.

- (9) If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment/Flat to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, 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 as specified in the Rule, 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.
 - a). Without prejudice to the right of promoter to charge interest in terms of sub clause 9 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.
 - b). 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.
 - c). 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 Apartment which may till then have been paid by the Allottee to the Promoter.
- (10) The Owner shall deliver the possession of the Said Premises to the Purchaser on or before from the date of execution of

this agreement. The Owner shall obtain the completion and occupation certificate in respect of the Said Premises from the Ahmedabad Municipal Corporation. The Purchaser shall take possession of the Said Premises within one month of the receipt of the notice of the Owner to the Purchaser that the Said Premises is ready for use and occupation and that the completion certificate and occupation certificate has been obtained from the Ahmedabad Municipal Corporation:

Provided that the Owner shall be entitled to reasonable extension of time for delivery of possession of the Said Premises on the aforesaid date, if the completion of the said building is delayed on account of non availability of steel, cement, other building material, labours, water or electric supply or on account of war, civil commotion or act of God or any notice, order, rule, notification of the Government, Ahmedabad Municipal Corporation and/or other public or competent authority or on account of non-issue of building completion or occupation certificate water or electricity connection or on account of any order of any Court affecting the construction work of the building.

- (11) The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottees as per the agreement shall offer in writing the possession of the flat, 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 Flat 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 .

- a). The Allottee shall take possession of the Apartment within 15 days of the written notice from the Promoter to the Allottee intimating that the said Apartments are ready for use and occupancy.
- b). Upon receiving a written intimation from the Promoter, the Allottee shall take possession of the Apartment/Flat 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 [Apartment/Flat] to the allottee. In case the Allottee fails to take possession within the time provided such Allottee shall continue to be liable to pay maintenance charges as applicable.

- (12) If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated 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.
- (13) The Allottee along with other allottee(s) of Apartments 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.
- a). The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.
 - b). The Promoter shall, within three months of registration of the Association/ Societies or Limited Company, as aforesaid, cause to be transferred to the Association/ Societies or Limited Company all the right, title and the interest of the Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.
 - c). Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment 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 Apartment) 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 and the said structure of the building/s or wings is transferred to it, 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.1,000/- (Rupees One Thousand Only) 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 a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

- (14) 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 Association or Society 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 Association or Society.
- (15) The Purchaser hereby declares and undertakes that he/she shall have no claim, save and except in respect of the said premises hereby agreed to be purchased by him/her and the Owner shall continue to be entitled to the property in all the structures on the said land, open spaces, parking places, lobbies, staircases, lifts, terrace, etc., until all the apartments are transferred to the purchasers and the Declaration of Deeds of Apartment is executed and the association of members is formed.
- (16) Except in respect of the said Unit hereby agreed to be acquired by the Purchaser, the Purchaser shall have no claim whatsoever in any other units or parking spaces in the building or in the said Property or any part thereof. All open spaces and unallotted units and other spaces in the said Property and in the building will remain the property of the Owner until the whole of the said Property, together with the building is transferred to

the Body Corporate that may be formed subject to the rights of the Owner under this Agreement.

- (17) Till the Purchaser takes the possession of the Said Premises, the Purchaser shall be liable to pay the lump-sum amount fixed by the owner per month as his/her share on account of rates, taxes, assessments, dues, duties and impositions of any kind or nature whatsoever in respect of the said land or the building constructed thereon or any part thereof payable to the Government of Gujarat, Ahmedabad Municipal Corporation or any other authority and wages of watchmen, sweepers, mail, and other expenses of common benefit. After the Purchaser takes the possession of the Said Premises, he/she shall be liable to contribute proportionate share for common expenses as aforementioned, as decided by the Association of the Flat/Shop Owners from time to time.
- (18) The Owner shall convey and assign all rights, title and interest in each unit to each purchaser after the completion of building and on receipt of all payments, price and deposits payable by the Purchasers to the Owner in respect of all units or common areas, parking spaces and other premises in the said building.
- (19) The Purchaser shall on or before the delivery of possession of the said flat keep deposited with the Owner a sum of Rs.20,000/- (Rupees Twenty Thousand Only) towards legal charges, expenses of formation of Association and execution of these presents and other documents required to be executed.
- (20) Any delay or indulgence on the part of the Owner in enforcing any of the terms of this Agreement or any forbearance or giving time by the Owner to the Purchaser shall not be considered as a waiver on the part of the Owner and he shall be entitled to take action against the Purchaser for the breach or non-compliance of any terms and conditions of this Agreement by the Purchaser.
- (21) The Purchaser shall not be entitled to let, mortgage, create charge or assign the said premises, pending the transfer of Said Premises to him without the consent of the Owner in writing.
- (22) The Purchaser shall use the Said Premises or any part thereof or permit the same to be used only for the purpose of residence and the Purchaser hereby covenants with the Owner as follows:
 - a). The Purchaser shall maintain the Said Premises at his/her own cost in good tenantable repair and condition from the date of taking over possession of the Said Premises and shall not do or suffered to be done anything in or to the building in which the Said Premises is situated, staircase or any passage which may -be against the rules, regulations, or bye-laws of Ahmedabad Municipal Corporation or any other authority or change/alter or make addition in or to the building in

which the Said Premises is situated and the Said Premises itself or any part thereof.

- b). The Purchaser shall not demolish or cause to be demolished the Said Premises 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 Said Premises or any part thereof.
- c). The Purchaser shall observe and perform all the rules and regulations which the Association of Apartment Owners 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 apartments therein. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Association of Flat Owners regarding the occupation and use of the Said Premises in the building and shall pay and contribute regularly and punctually towards the taxes, assessments, dues, duties and impositions, expenses or other outgoings in accordance with the terms of this Agreement.
- d). Not to store in the Apartment 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 Apartment 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 Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- e). To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment 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 Apartment is situated or the Apartment 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.
- f). Not to demolish or cause to be demolished the Apartment 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 Apartment or any part

thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment 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 Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

- g). Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- h). 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 Apartment is situated.
- i). 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 Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- j). 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 Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- k). 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 Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- l). Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, 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 buildings or any part thereof to view and examine the state and condition thereof.
- m). Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, 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.

(23) The Owner hereby covenants with the Purchaser as under:

- a). Subject to the Purchaser paying all sums payable to the Owner under this Agreement and performing and observing the terms and conditions of this Agreement, the Purchaser shall be entitled to peaceably hold and enjoy the Said Premises without any interference or obstruction by the Owner on any person claiming under or in trust for the Owner.
- b). The Owner shall maintain a separate account in respect of sums received by the Owner from the Purchasers of the Said Premises as advance or deposit sums received on account of the legal charges and execution of other documents required to be executed, and shall utilize the amounts only for the purposes for which they have been received and after transfer of the said property, the balance amounts shall be paid and transferred by the Owners to the flat purchasers.
- c). The Owner shall pay all outgoings, including ground rent, taxes, assessments, dues, duties, impositions and outgoings up to the date of delivery of the possession to the flat owners and transfer of the building is complete.
- d). There are no encumbrances upon the project land or the Project except those disclosed in the title report.
- e). 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.
- f). 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 structures to the Association of the Allottees.
- g). 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.

- h). 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.
- (24) If before the completion or transfer of the building, the building including the Said Premises is notified by the Government under the Land Acquisition Act or any other law for the time being in force for acquisition or requisition, the Purchaser shall not be entitled to cancel this agreement and in case of acquisition of the building including the said premises, the Purchaser shall be entitled to a proportionate part of the compensation if and when awarded by the Government or any other authority. If the said premises is requisitioned by the Government or any other authority, the Purchaser shall be entitled to the compensation awarded by the requisitioning authority in respect of the apartment.
- (25) 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 apartment/flat/building, as the case may be.
- (26) This Agreement may only be amended through written consent of the Parties.
- (27) If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder 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 thereunder 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.
- (28) 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 Apartment/Flat to the total carpet area of all the Apartments/Flats in the Project.
- (29) 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.

- (30) This Agreement shall not be construed as a grant, demise or assignment in law of the said premises or of the said land and building or any part thereof.
- (31) It is clearly understood and agreed that, from the date of this Agreement, it shall not be the obligation of Owner to make payment of the taxes and other outgoings payable to the concerned authorities unless and until Owner has received the same from the Purchaser of the said Premises.
- (32) That if this transaction is held to be liable to Sales Tax and/or VAT or any other tax (other than the Income Tax) under any statute either in part or whole then the same shall be payable by the Purchaser on demand being made by the Promoter and/or the Government without any dispute or objection in that behalf.
- (33) The Owner shall be entitled to construct additional building or buildings in the said land, if any additional Floor Space Index (FSI) becomes available before the completion or the transfer of the said land with buildings and allowed by the Ahmedabad Municipal Corporation and the Owner shall be authorised to sell the same and the Purchaser will not be entitled to any right, benefit or interest on the same.
- (34) All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served to the Purchaser by Registered Post A.D. at his address specified above.
- (35) It is specifically agreed between the parties that in addition to purchase price all and every costs, i.e. charges and expenses regarding stamp duty, registration charges, other legal expenses, AMC Charges, Torrent Power Charges including cable coast, Sub-station coast and other expenses shall be borne and paid by the purchaser only.
- (36) This Agreement shall always be subject to Indian Laws and competent courts at Ahmedabad shall have jurisdiction to entertain any disputes arising out of this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto put their respective hands the day and year first hereinabove mentioned.

-: THE FIRST SCHEDULE ABOVE REFERRED TO :-

ALL THAT piece or parcel of land or ground, hereditaments and premises, being Final Plot No.651/1,admeasuring about 746 sq.mts. (Representing proportionate part of Revenue Survey No.548/2, admeasuring about 2360 sq.mts.) of Town Planning Scheme No.28 of Mouje- Wadaj, Taluka-Sabarmati, in the Registration District Ahmedabad and Sub District Ahmedabad-2 (Wadaj) or thereabouts, and Final Plot No-30/1 is bounded as follows; that is to say, on or towards the –

On or towards East:
On or towards West:
On or towards North:
On or towards South:

-: THE SECOND SCHEDULE ABOVE REFERRED TO :-

ALL THAT **Flat No-**_____, on the ____ **Floor**, admeasuring about _____ **Sq.mts.** of carpet area in the building known as “**Aditya Heights**”, constructed on the land more particularly described in the first schedule hereinabove written, together right to use common amenities and facilities of the project. That is to say, on or towards the-

East by :
West by :
North by :
South by :

SIGNED, SEALED AND DELIVERED)
BY THE WITHINNAMED Owner)

**1.GITABEN GOVINDBHAI PATEL THROUGH
P.O.A. HOLDER NISHARG GOVINDBHAI PATEL**

2. RAJESHBHAI MAHENDRABHAI PATEL

SIGNED, SEALED AND DELIVERED)
BY THE WITHINNAMED Developers)

**BHAVANI ENTERPRICE, a solo proprietorship firm
though its Proprietor NISHARG GOVINDBHAI PATEL**

SIGNED, SEALED AND DELIVERED)
BY THE WITHINNAMED Purchaser)

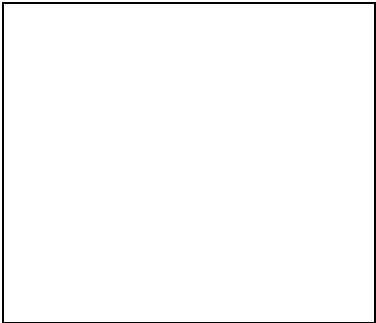
.....

In the presence of:

- 1. _____
- 2. _____

SCHEDULE AS PER SECTION 32(A)OF REGISTRATION ACT

OWNER :



**1.GITABEN GOVINDBHAI PATEL THROUGH
P.O.A. HOLDER NISHARG GOVINDBHAI PATEL**

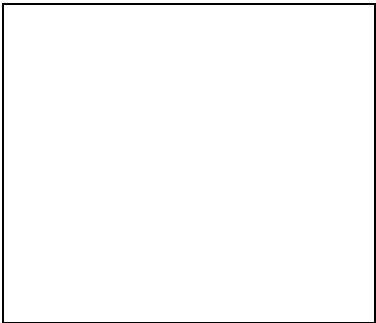
LEFT THUMB
IMPRESSION
OF THE SELLER



2. RAJESHBHAI MAHENDRABHAI PATEL

LEFT THUMB
IMPRESSION
OF THE SELLER

PROMOTER/ DEVELOPERS :



**BHAVANI ENTERPRICE, a solo proprietorship firm
though its Proprietor NISHARG GOVINDBHAI PATEL**

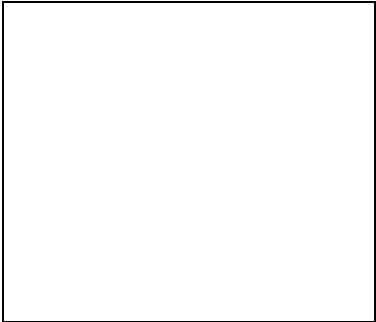
LEFT THUMB
IMPRESSION
OF THE PROMOTER

SCHEDULE AS PER SECTION 32(A)OF REGISTRATION ACT

ALLOTTE/ PURCHASER :



LEFT THUMB
IMPRESSION
OF THE PURCHASER



LEFT THUMB
IMPRESSION
OF THE PURCHASER