

Agreement for sale

The Agreement made at_____ this_____ day of _____ in the year Two Thousand and_____ between (1) Maganbhai Jethabhai Patel, (2)Kamleshbhai Premjibhai Patel (3) Kishorbhai Premjibhai Patel(who has executed power of attorney in favour of Yash B Patel),hereinafter referred to as **Land owner/Promoter no.1** which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor(s) and assign(s) of the **FIRST PART**

AND

B.N Projects Pvt. Ltd, PAN: AADCB8506C, a private Limited Company, incorporated under the provisions of the Companies Act of 2013, having its registered address, 32,Nirant park house opp. Sun and step club, Thaltej Ahmedabad 380059, Acting through its Director: Shri Yash B. Patel , Age:32, Occupation: Business, Residing at: 32,Nirant park house opp. Sun and step club, Thaltej Ahmedabad 380059 hereinafter referred to as **Developer/Promoter No.2** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor(s) and assign(s) of the **SECOND PART**

AND

Mr./Ms._____, son/daughter of _____aged about _____ having address at _____ hereinafter referred to as “the Allottee” (_____) of the Other Part(which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her its successor(s) and assign(s) of the **OTHER PART**

Brief History of the Project Land:-

1. Originally Manilal Mohanlal Parikh was the owners of the land bearing R.S.no.166 to 170 +177+178+179/2+179/3. Manilal expired on 28/02/55 so his heirs names are noted in R.R.A mutation entry no.3063 dated 21/05/55 is there to that effect. Thus (1) Bai Nani (2) Ramchandra (3) Chandravandan became the owners and occupant of the land.
2. Thereafter Bai Nani expired so her name was deleted from the record by Mutation entry no.4357 dated 23/01/70. Thus Ramchandra and Chandravandan became the absolute owners and occupant of the land.
3. Thereafter Ramchandra and Chandravandan made partition of their joint property. A mutation entry no.4358 dt.32/01/70 is there to that effect. The said entry is certified by the competent authority. Thus Chandravandan became the absolute owners of subject property.
4. Thereafter he club all the revenue survey numbers by order no. LND/VASI/1607/Dt.09/04/80. Thereafter Nayankumar got his name entered into the revenue record during life time of Chandravandan by his consent. A mutation entry no.7132 dt.01/11/82 is there to that effect. The said entry is

certified by the competent authority. Thus Nayankumar became the co-owner of the land.

5. Thereafter Chandravandan expired on 20/06/90. So his heirs name are noted in R.R.A mutation entry no.7722 dt.11/10/90 is there to that effect. The said entry is certified by the competent authority. Thus (1)Saudaminiben (2) Nayankumar (3) Mintiben became the owners and occupant the land.
6. Thereafter Nayankumar expired on 13/03/04, so hi heirs names are noted in R.R. A mutation entry no.8639 dt.11/06/2004 is there to that effect. The said entry is certified by the competent authority. Thus (1) Bhargaviben (2) Minor Jayshil (3) Minor Mirajben became the owners and occupant of the land.\
7. Thereafter (1)Saudaminiben (2) Mintiben (3) Bhargaviben by herself and as guardian of Minor Jayshil and Minor Mirajben sold this land by registered sale deed to (1)Maganbhai Jethabhai Patel (2) Premjibhai Jethabhai Patel by registered sale deed no.3989 dt.29/10/04. A mutation entry no.9128 dt.07/01/2009 is there to that effect. The said entry is certified by the competent authority. Thus Maganbhai Premjiibhai became the owners and occupant of the land. City serve scheme is applied to village Nadej. The subject survey numbers are converted into city survey numbers but scheme is not finalized so Mamlatdar Daskoi ordered to entered this survey numbers in computerized record by his order no.RTS/Nadej/Rectification/SR-335/08 dt.02/05/2008. A mutation entry no.9004 dt.09.05.2008 is there to that effect.
8. Thereafter Premjibhai expired on 25/08/2011 so his heirs names are noted in R.R. A mutation entry no.9560 dt.06/03/2012 is there to that effect. The said entry is certified by the competent authority. Thus (1) Kishorbhai (2) Kamleshbhai (3) Minor Jay Gopalbhai (4)Minor Dhara Gopalbhai (5) Minor Khushbu Gopalbhai became the co-owners and occupant of the land. Premjibhai Jethabhai executed will in favor of Kishorbhai and Kamleshbhai on 11/02/2011 before Notary Mr. Tarang F Dave which is registered in his notary registered at Sr.No.153 dt.11/02/2011. As mutation entry no.9693 dt.01/06/2013 is there to that effect. The said entry is certified by the competent authority thus ultimately Kamaleshbhai and Kishorbhai and Maganbhai became the absolute owners of the land. Town planning scheme is applied to village Nadej. Present owners got final plot no.175 admeasuring 19545 Sq. mtr.
9. Thereafter they obtained non agricultural permission from the District Collector Ahmedabad by order no. CB/Land/NA/SR/146/2010 dt.16/03/2010 is there to that effect. A mutation entry no.9643 dt.02/01/2013 is there to that effect. The said entry is certified by the competent authority. They also obtained development permission from AUDA by order no.PRM/51/10/2009/615 dt.10/08/2012.
10. Thereafter Ahmedabad Urban Development Authority has approved plan for constructing various residential units on the said land vide Rajachitthi(commencement Letter) as follows:-
Block no:- 166 to 170,+177+178+179/2+179/3 (C.S NO:390+435)
Case no:- PRM/51/10/2009/615 dated 22/10/2012.

11. Thereafter, B.N. Projects Pvt. Ltd, a registered private company registered under the Companies act having registration number U45201GJ2009PTC058067 has entered into development agreement dated 13/06/2014 through its director Miteshbhai Bharatbhai Patel with owners of the land. Thus present owners became the owner and occupant of the property.

AND WHEREAS the Promoter(s) are entitled and enjoined upon to construct bungalows on the project land;

AND WHEREAS the Promoter(s) are in possession of the project land

AND WHEREAS the promoter(s) have proposed to construct on the project land total number of 111 bungalows having ground floor, first floor and stair cabin.

AND WHEREAS the Allottee is offered a Bungalow bearing number_____, (herein after referred to as the said “ Bungalow”)

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at 5th Floor, Gujarat Housing Board, Pragatinagar, 132ft Ring Road, Ahmedabad- 380013 no_____ ; authenticated copy is attached in Annexure ‘B’;

AND WHEREAS by virtue of the Development Agreement Promoter(s) has sole and exclusive right to sell the Bungalows in the said bungalow/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the Allottee(s) of the Bungalows to receive the sale consideration in respect thereof;

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's Architects Messrs Designers Combine 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 there under and the Allottee is satisfied in respect of the same;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Bungalows are constructed or are to be constructed have also been inspected by the Allottee and is satisfied in respect of the same.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority has been inspected by the Allottee.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the bungalows and open spaces are proposed to be provided for on the said project has also been inspected by the Allottee,

AND WHEREAS the authenticated copies of the plans and specifications of the Bungalow agreed to be purchased by the Allottee has been annexed and marked as Annexure A

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 bungalow/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Bungalow Completion Certificate or Occupancy Certificate of the said Bungalow.

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 bungalow and upon due observance and performance of which only the completion or occupancy certificate in respect of the said bungalow/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said bungalow/s in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of a Bungalow No.....

AND WHEREAS the “carpet area of the said Bungalow is ____Square meters/square feet and “carpet area means the usable floor area of an bungalow, the area covered by net excluding the external wall, areas under services shafts, exclusive balcony or area and exclusive verandah, open terrace wash area but includes the area covered by the internal partition walls of the bungalow.

AND WHEREAS, 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;

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Bungalow 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.

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Bungalow with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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 Bungalow and the garage/covered parking/open parking (if applicable)

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

1. The Promoter shall construct the said bungalows consisting of a basement, Ground Floor and First Floor on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

1. (A)

- (i) The Allottee hereby agrees to purchase from the Promoter and the promoter hereby agrees to sell to the Allottee Bungalow No carpet area admeasuring_____ sq meters/ sq feet having Plot area of _____ Sq. meters/ Sq. feet (hereinafter referred to as “ the Bungalow”) for the consideration of Rs._____ including Rs._____ being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith (the price of the Bungalow including the proportionate price of the common areas and facilities and parking spaces should be shown separately)

- (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee balcony/verandah 1 having area admeasuring.....sq.metres/sq.feet forming part of the bungalow for the consideration of Rs._____
 - (iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee balcony/verandah 2 having area admeasuring.....sq.metres/sq.feet forming part of the bungalow for the consideration Rs._____
 - (iv) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee wash area balcony having area admeasuring.....sq.meters/sq. Feet forming part of the bungalow for the consideration of Rs._____-/-
1. (B) The total aggregate consideration amount for the Bungalow mentioned hereinabove from clause 1A (i) to (iv) is thus Rs._____
1. (C) The Allottee has paid on or before execution of this agreement a sum of Rs._____ (Rupees only)(not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that the promoter the balance amount of Rs._____ in the following manner
- (i) Amount of Rs_____-/- (not exceeding 30% of the total consideration) to be paid to the promoter after the execution of agreement
 - (ii) Amount of _____-/- (not exceeding 45% of the total consideration) to be paid to the promoter on completion of the Plinth of the bungalow or wing in which the said Bungalow is located.
 - (iii) Amount of Rs_____-/-(not exceeding 70% of the total consideration) to be paid to the promoter on completion of the slabs including podiums and stilts of the bungalow in which bungalow is located
 - (iv) Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Bungalow
 - (v) Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Bungalow.
 - (vi) Amount of Rs...../- (.....) (not exceeding 85% of the total consideration To be paid to the promoter on completion of the external plumbing and external plaster, elevation, terraces with

waterproofing, of the bungalow or wing in which the said Bungalow is located

(vii) Amount of Rs...../- (.....) (not exceeding 95% of the total consideration To be paid to the promoter on completion of lifts, water pumps, electrical fittings Electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the bungalow or wing in which the said Bungalow is located

(viii) Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Bungalow to the Allottee on or after receipt of occupancy certificate or completion certificate.

1 (D) The total price as stated above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST 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 Bungalow, which shall be separately payable by the Allottee in the manner as may be decided by the Promoter.

1(E) The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(F) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ 4% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1(G) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Bungalow 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 9%, 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(H) 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.
- 2.1 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 Bungalow to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Bungalow.
- 2.2 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 Bungalow 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 installment 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 clause 1 (c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is **19545.00** square meters only and Promoter has planned to utilize Floor Space Index of **12877.33** sq. mtr 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 **0.66** as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Bungalow based on the proposed construction and sale of bungalows 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.
- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Bungalow to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest at the rate of **9%** per annum, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest at the rate of **9%** per annum, on all the delayed payment which become due and payable by the

Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.

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

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Bungalow which may till then have been paid by the Allottee to the Promoter

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with brand, or price range to be provided by the Promoter at his/her/its option in the said bungalow and the Bungalow as are set out in Annexure 'C', annexed hereto.
6. The Promoter shall give possession of the Bungalow to the Allottee on or before **31st day of march, 2018**. If the Promoter fails or neglects to give possession of the Bungalow to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Bungalow with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Bungalow on the aforesaid date, if the completion of bungalow in which the Bungalow is to be situated is delayed on account of –

- (i) war, civil commotion or act of God ;

- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

- 7.1 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Bungalow/, 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 Bungalow to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment 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.
- 7.2 The Allottee shall take possession of the Bungalow within 15 days of the written notice from the promoter to the Allottee intimating that the said Bungalows are ready for use and occupancy:
- 7.3 Failure of Allottee to take Possession of Bungalow: Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Bungalow 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 Bungalow to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 7.4 If within a period of five years from the date of handing over the Bungalow to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Bungalow or the bungalow in which the Bungalow 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 RERA Act 2016. Provided that the Promoter shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Promoter or beyond the control of the Promoter.
- 8. The Allottee shall use the Bungalow or any part thereof or permit the same to be used only for purpose of residence only. He shall use the garage or parking space only for purpose of keeping or parking vehicle.
- 9. The Allottee along with other Allottee(s)s of Bungalows in the bungalow 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 organization 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.

- 9.1 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Bungalow 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 Bungalow) of outgoings in respect of the project land and Bungalow/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 bungalow/s. Until the Society or Limited Company is formed, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottees share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the same is transferred to the society or the association or the limited company as aforesaid.
10. Over and above the amounts mentioned in the agreement to be paid by the Allottee, the Allottee shall on or before delivery of possession of the said premises shall pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter and which are not covered in any other provisions of this agreement.
11. The Allottee shall pay to the Promoter a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
12. At the time of registration of conveyance of the structure of the bungalow or wing of the bungalow, 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 any document or instrument of transfer in respect of the structure of the said Bungalow /wing of the bungalow. At the time of registration of conveyance of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter(s) has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any court of law with respect to the project land or Project except those disclosed in the title report.
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said bungalow/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said bungalow all be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Bungalow 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(s) have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and

the said Bungalow which will, in any manner, affect the rights of Allottee under this Agreement;

- viii. The Promoter(s) confirm that the Promoter is not restricted in any manner whatsoever from selling the said Bungalow to the Allottee in the manner contemplated in this Agreement;
 - ix. At the time of execution of the conveyance deed of the structure to the association of Allottees the Promoter(s) shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
 - x. The Promoter(s) has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Bungalow may come, hereby covenants with the Promoter(s) as follows :-
- i. To maintain the Bungalow at the Allottees own cost in good and tenantable repair and condition from the date that of possession of the Bungalow is taken and shall not do or suffer to be done anything in or to the bungalow in which the Bungalow is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the bungalow in which the Bungalow is situated and the Bungalow itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the Bungalow any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the bungalow in which the Bungalow 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 bungalow in which the Bungalow is situated, including entrances of the bungalow in which the Bungalow is situated and in case any damage is caused to the bungalow in which the Bungalow is situated or the Bungalow on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- iii. To carry out at his own cost all internal repairs to the said Bungalow and maintain the Bungalow 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 bungalow in which the Bungalow is situated or the Bungalow which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Bungalow 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 Bungalow or any part thereof, nor any alteration in the elevation and outside color scheme of the bungalow in which the Bungalow is situated and shall keep the portion, sewers, drains and pipes in the Bungalow and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the bungalow in which the bungalow is situated and shall not chisel or in any other manner cause damage to column, beams, walls slabs or RCC, pardis or other structural members in the bungalow without the prior written permission of the promoter and/or the society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the bungalow in which the Bungalow is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Bungalow in the compound or any portion of the project land and the bungalow in which the Bungalow is situated.
- vii. 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 bungalow in which the Bungalow is situated.
- viii. 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 Bungalow by the Allottee for any purposes other than for purpose for which it is sold.
- ix. 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 Bungalow

until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

- x. 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 bungalow and the Bungalows therein and for the observance and performance of the Bungalow 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 Bungalow in the Bungalow and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. 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 bungalows or any part thereof to view and examine the state and condition thereof.
- xii. 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.
- 15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Bungalows or of the said Plot and Bungalow or any part thereof. The Allottee shall have no claim save and except in respect of the Bungalow hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the same is transferred as hereinbefore mentioned.
- 17. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Bungalow 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 Bungalow.

18. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject thereof and supersedes any and all understanding, any other agreements, allotment letter, correspondence, arrangements whether written or oral, if any between the parties in regard to the said Bungalow.

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/ SUBSEQUENT ALLOTTEES

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

22. 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.

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

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

24. 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.

25. 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, indays 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.....

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

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

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

MR. Yash B Patel, Director

B.N. Project pvt. ltd.
32,Nirant park house
Opp. Sun and step club,
Thaltej
Ahmedabad 380059
Email:- yashpatel_2880@yahoo.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.

28. JOINT ALLOTTEES

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

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

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

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 and the courts will have the jurisdiction for this Agreement

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

First Schedule Above Referred to Description of the freehold/leasehold land and all other details.

Second Schedule Above Referred to here set out the nature, extent and description of common areas and facilities.

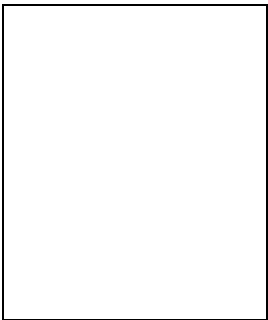
FOR LAND OWNER/PROMOTOR NO.1

Yash B Patel ,
(Power of attorney Holder of Following Persons)

(1) Maganbhai Jethabhai Patel,

(2)Kamleshbhai Premjibhai Patel,

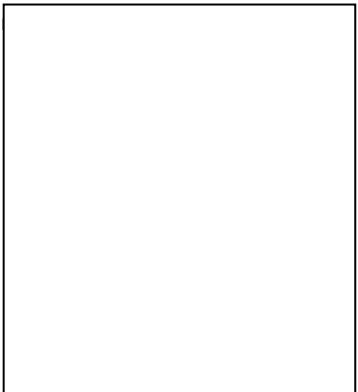
(3) kishorbhai Premjibhai Patel, and



FOR THE Developer/Promoter no. 2

FOR B.N. Projects Pvt. Ltd.

Mr. Yash B Patel,
Director
32 Nirant Park House,
Opp sun and step Club,
Thaltej
Ahmedabad 380059



FOR THE ALLOTTEE/S

1._____

Witnesses:

1. _____

2. _____

SCHEDULE ‘A’

The Bungalow _____is bounded as under:

At or towards the North:

At or towards the South:

At or towards the East:

At or towards the West:

SCHEDULE 'B'
FLOOR PLAN OF THE BUNGALOW

ANNEXURE -A

(Authenticated copies of the plans and specifications of the Bungalow agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE –B

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

ANNEXURE – C

(Specification and amenities for the Bungalow)

Received of and from the Allottee above named the sum of Rupees on execution of this agreement towards Earnest money Deposit or application fee I say received

FOR B.N. Projects pvt. Ltd.

**Mr. Yash B Patel,
Director
32 Nirant Park House,
Opp sun and step Club,
Thaltej
Ahmedabad 380059**