

(1)

AGREEMENT TO SELL  
(WITHOUT POSSESSION)

THIS AGREEMENT TO SELL made at Ahmedabad this  
\_\_\_\_\_ day of \_\_\_\_\_, 2020 BETWEEN

**BY AND BETWEEN**

**(FIRST PART)**

M/s **(Shukan Developers)** PAN No. \_\_\_\_\_ a partnership firm through  
its Vahivatkarta Partner

**1. ASHOKKUMAR SAKALCHAND PRAJAPATI**

PAN No.....

Aadhar No.....

Adult.....

Occupation:-.....

Religion:-.....

Residing at:-.....

the FIRST Part and / or the Developers and /or the  
Promoters;

**AND**

(2)

AND

(SECOND PART)

MR /MRS. \_\_\_\_\_ (Aadhar No \_\_\_\_\_) son/  
daughter/spouse of \_\_\_\_\_ aged about \_\_\_\_\_ years  
and residing at \_\_\_\_\_  
(PAN: \_\_\_\_\_)

Hereinafter referred to as "THE ALLOTTEE" (which  
expression shall wherever the context so permits be deemed to mean  
and include and shall always be deemed to mean and include  
Partnership firm, Partner/Partners for the time being and from time  
to time of the said firm and their respective heirs, executors,  
administrators etc. of the OTHER PART.

AND

(THIRD PART)

**1. JYOTIBEN SAKALCHAND DALICHAND**

PAN No.....

Aadhar No.....

Adult.....

Occupation:-.....

Religion:-.....

Residing at:-.....

**2. JYOTSNABEN SAKALCHAND**

PAN No.....

Aadhar No.....

Adult.....

Occupation:-.....

Religion:-.....

Residing at:-.....

(3)

**3. ASHOKKUMAR SAKALCHAND**

PAN No.....

Aadhar No.....

Adult.....

Occupation:-.....

Religion:-.....

Residing at:-.....

**4. KANTIBHAI SAKALCHAND**

PAN No.....

Aadhar No.....

Adult.....

Occupation:-.....

Religion:-.....

Residing at:-.....

**5. SANGITABEN SAKALCHAND**

PAN No.....

Aadhar No.....

Adult.....

Occupation:-.....

Religion:-.....

Residing at:-.....

hereinafter referred to as "THE LAND OWNERS" or "CO-PROMOTER" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the Partners of the said firm at present and from time to time and their respective heirs, executors, successors and administrators) of the ONE PART.

(4)

(FOURTH PART)

M/s (**Shukan Buildteck**) PAN No. ....a partnership firm through  
its Vahivatकर्ता Partner

**1. ASHOKKUMAR SAKALCHAND PRAJAPATI**

PAN No.....

Aadhar No.....

Adult.....

Occupation:-.....

Religion:-.....

Residing at:-.....

hereinafter referred to as "THE LAND OWNERS" or  
“Confirming Party” (which expression shall, unless it be  
repugnant to the context or meaning thereof, be deemed to mean  
and include the Partners of the said firm at present and from time to  
time and their respective heirs, executors, successors and  
administrators) of the ONE PART.

WHEREAS under and by virtue of a develop agreement dated  
..... executed by the party of the first part / land owners herein  
in favour of the party of the third part /Fourth Part/promoters/  
developers herein and registered with the office of the Sub-  
Registrar Dholka on the same day under Serial No..... the  
Promoters is well and sufficiently entitled to declare the scheme, to  
book members, to carry out the construction and to do development  
work in the property bearing Revenue Survey No.1815, Khata  
No.1294 admeasuring 7284 Sq.Mtrs. Mouje Dholka Taluka  
Dholka, District Ahmedabad, hereinafter for the sake of brevity  
called as "The said project Land" more particularly described in  
the FIRST SCHEDULE hereunder written.

The Collector, Ahmedabad granted N.A. permission to the said  
land of Block admeasuring 7284 Sq.Mtrs. on dtd. as per Order  
Mutation Entry No..... dtd..... made in revenue record  
on the basis of said N.A. permission.

(5)

The party of the first part has prepared plan for construction of the building on the said land of 7284 Sq.Mtrs. and said plan are approved by the Dholka Nagarpalika for construction of 58 Shops and 6 Showrooms as per Case No.....dtd.....

There are shops and Showrooms on the ground floor&First Floor as shown in the approved plan.

A scheme named and styled as '**FORTUNE ELEGANE**' is to be constructed on the said land by the promoter and/or any other agency as may be employed/engaged by the party promoter.

Said scheme of '**FORTUNE ELEGANE**' is comprising of Commercial Units having Three floor basement, Ground Floor and First Floor Stair Cabin and Lift Room and water tank.

AND WHEREAS the PROMOTER has agreed to sell constructed property being Shop/Showroom No.\_\_\_\_\_, Unit No , \_\_\_\_\_Floor, admeasuring\_\_\_\_\_Sq.Mtrs. (Carpet area), Sq.Mtrs. in a scheme name and style as '**FORTUNE ELEGANCE**' with Sq.Mtrs. the ALLOTTEE has agreed to purchase the said Property at or for the total price/consideration and on the terms and conditions mutually agreed by and between them and mentioned hereunder. The ALLOTTEE shall be entitled to proportionate undivided share in the Common Assets with right to use all the Common Amenities and

(6)

Facilities provided in the said Building/Scheme to be used in common with other ALLOTTEEs therein. The common amenities and facilities to be provided in the said project/scheme are more particularly described in the THIRD SCHEDULE hereunder written.

AND WHEREAS the certified true copies of the Plans as sanctioned and approved by Dholka nagarpalika and specifications of the Shop/Showrooms agreed to be purchased by the ALLOTTEE, have been attached hereto and marked as Annexure 'A' respectively.

AND WHEREAS the PROMOTER has registered the said project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") with the Real Estate Regulatory Authority at Gandhinagar and under no: on dtd. \_.

AND WHEREAS, on demand from the ALLOTTEE, the PROMOTER has given inspection to the ALLOTTEE of all the documents of title relating to the said Project Land and the Plans, designs and specifications prepared by the PROMOTER's Architects and of such other documents as are specified under the said Act and the Rules and Regulations made there under and the ALLOTTEE is satisfied with the same in all respects.

(6)

AND WHEREAS, the certified copy of Certificate of Title issued by the Advocate of the PROMOTER, certified copies of extract of Village Forms No.6, 7 & 12 and all other relevant revenue record showing the nature of the title of the PROMOTER to the said Project Land on which the said Shop/Showrooms is to be constructed have also been inspected by the ALLOTTEE and accordingly the ALLOTTEE is satisfied with the same in all respects.

AND WHEREAS, the PROMOTER has obtained the approvals from the concerned local authority(s) to the plans, the specifications, elevation, of the said building/s and shall obtain the balance approvals (if any further required) from the concerned authorities from time to time.

AND WHEREAS, while sanctioning the said plans, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which shall be observed and performed by the PROMOTER while developing the said Project Land and the said Scheme/Buildings so as to obtain the necessary Building Completion Certificate/Occupancy Certificate for the said Building/s from the concerned local authority.

AND WHEREAS the PROMOTER shall be entitled to sell the remaining Shop/Showrooms in the said Building with right to use all the common amenities and facilities provided therein and to be used in common with other ALLOTTEE/s by Agreement to Sell also similar to these presents and on such price and terms and conditions as may be agreed upon by the Parties therein.

AND WHEREAS the PROMOTER has provided General common amenities and facilities for the ALLOTTEES of the commercial unit in the said building for their exclusive use only and more particularly described in the FOURTH SCHEDULE hereunder written.

(7)

AND WHEREAS, prior to the execution of these presents the ALLOTTEE has paid to the PROMOTER a sum of **Rs. \_\_\_\_\_/-** (**Rupees \_\_\_\_\_ Only**) by **Cheque No. \_\_\_\_\_, Bank \_\_\_\_\_, \_\_\_\_\_ Branch dtd. \_\_\_\_\_** being part payment of sale consideration of the said Apartment agreed to be sold by the PROMOTER to the ALLOTTEE, as advance payment (the payment and receipt whereof the PROMOTER hereby admit and acknowledge) and the ALLOTTEE has agreed to pay the balance of the sale consideration in the manner hereinafter appearing.

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 hereafter;

AND WHEREAS, under Section 13 of the said Act, the PROMOTER is required to execute a written Agreement for Sale of the said Shop/Showrooms with the ALLOTTEE, being in fact these presents and also to register the Agreement under the Registration Act, 1908.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

11. The PROMOTER shall construct the a scheme to be known as **'FORTUNE ELEGANE'** is comprising of Commercial

(8)

Units and unit having Three floor basement, Ground Floor and **First** Floor, Stair Cabin, Lift Room and overhead tank together with all Common amenities and facilities provided therein and required for the beneficial enjoyment of the said building/Scheme as per plans, designs and specifications duly approved by Dholka Nagarpalika at present or amended (if required) 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 said Shop/Showrooms agreed to be sold to the ALLOTTEE except any alteration or addition required by any Government authorities or due to change in any law/ s.

1(a) The ALLOTTEE hereby agrees to purchase from the PROMOTER and the PROMOTER hereby agrees to sell to the ALLOTTEE the said Shop/Showrooms No. \_\_, \_\_ Floor, admeasuring \_\_\_\_ Sq.Mtrs. (Carpet area), Sq.Mtrs. in a scheme named and style as **FORTUNE ELEGANE** more particularly described in the Second Schedule hereunder written at or for the price/consideration of **in all of Rs./- (Rupees\_Only)** .

1(b) The total aggregate consideration amount for the Apartment agreed to be sold hereunder shall be as mentioned herein above i.e. **Rs./- (Rupees Only)** exclusive of GST, Stamp Duty, Registration Fees, maintenance deposit, maintenance charges as per the scheme to which the ALLOTTEE hereby agrees.

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

(9)

and hereby agrees to pay to that Promoter the balance amount of Rs.\_\_\_\_\_-/- (Rupees\_\_\_\_\_only) in the following manner :-

i. Amount of Rs.\_\_\_\_\_-/- (Rupees\_\_\_\_\_only) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.

ii. Amount of Rs.\_\_\_\_\_-/- (Rupees\_\_\_\_\_only) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Unit-Shop/Showrooms

iii. Amount of Rs.\_\_\_\_\_-/- (Rupees\_\_\_\_\_only) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Shop & showroom is located.

iv. Amount of Rs.\_\_\_\_\_-/- (Rupees\_\_\_\_\_only) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings of the said Shop/Showroom, V.Amount of Rs.\_\_\_\_\_-/- (Rupees\_\_\_\_\_only) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Shop/Showroom.

v. Amount of Rs.\_\_\_\_\_-/- (Rupees\_\_\_\_\_only) ( 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 building or wing in which the said Shop/Showroom is located.

(10)

vi. Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the 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 building or wing in which the said Shops/Showroom is located.

vii. Balance amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) against and at the time of handing over of the possession of the Shops/Showroom to the allottee on or after receipt of occupancy certificate or completion certificate.

1(d) The total price as stated above excludes:

(i) 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, which shall be separately payable by the ALLOTTEE in the manner as may be decided by the PROMOTER.

(ii) Preferential Location Charge (if any), Floor Rise Charges and Payment of expenses for any extra work/Alteration/Addition to the constructed bulding as decided at the time of booking of the Shops/Showrooms.

(iii) The transaction covered by this agreement at present is not understood to be eligible to tax under some other direct or indirect tax laws or similar other laws. If however, by reason of any amendment to the constitution or enactment or amendment of any

(11)

other law, Central or State, this transaction is held to be liable to tax, either as a whole or in part or any inputs of materials or equipment used or supplied in execution of or in connection with this transaction are eligible to tax, the same shall be borne and payable by the ALLOTTEE on demand at any time.

All and every cost, charges and expenses referred to in clauses 1(d) (i) to (vi) shall be borne and paid by the ALLOTTEE to the PROMOTER additionally i.e over and above the amount mentioned in clauses 1 (a) and (b) hereinabove. Such payment shall be made by the ALLOTTEE to the PROMOTER as and when demanded by the PROMOTER failing which, the ALLOTTEE shall be liable to pay interest at the rate agreed hereunder for the delayed period on the outstanding amount till payment is made to the PROMOTER. Further, in any event, such outstanding amounts with interest thereon shall be paid by the ALLOTTEE to the PROMOTER before the execution and registration of the Deed of Conveyance by the PROMOTER in favour of the ALLOTTEE.

1(e) The Purchase Price is escalation-free, save and except, 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 Authority 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.

(12)

The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the ALLOTTEE by the PROMOTER.

1(g) The Promoter and the Allottee mutually agree that the total consideration of the said building shall not be affected if the actual carpet area of the said building is found out to be less or more upto the 3% of the carpet area of the said building as stated in this agreement. However, if such increase or deficit in the carpet area exceeds 3% of the total carpet area as stated in this agreement then the Promoter and the Allottee agrees to compensate each other for the same by making payment of variance in carpet area on pro rata basis based on the consideration amount.

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 anymanner.

21 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 building.

22 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 bulding to the ALLOTTEE and

the undivided share in the project land and common areas to the ALLOTTEE or Service Society/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 herein above. ("Payment Plan").

3.1. The PROMOTER hereby declares that the Floor Space Index available as on date in respect of the project land is admeasuring 2900 Sq.Mtrs. only and PROMOTER has planned to utilize Floor Space Index of 2.7 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 2.7 as proposed to be utilized by him on the project land in the said Project and ALLOTTEE has agreed to purchase the said shop/showrooms based on the proposed construction and sale of shop/showrooms 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.

3.2 It is hereby confirmed and understood by the parties that furniture lay-out, electrical fixtures, colour scheme, elevation treatment, shown on the pamphlet, brochures, literature, film, hoardings, sample buildings, website & other promotional medias

are shown only for advertisement and the same are not agreed to be provided by the Promoter unless specifically mentioned and agreed in this agreement

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [bulding] 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 09% 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 09% 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 (a) On the Allottee committing default in payment on the due date ( Allottee not making payment of the any amount due and payable as per terms of this agreement to the Promoter) or any other amount/ s due and payable under this agreement and payable by the Allottee to the Promoter under this Agreement (including his proportionate share of taxes etc. levied by the concerned local authority and other outgoings) and on the Allottee committing breach of any of the terms and conditions herein contained, the Promoter shall in its sole discretion be entitled to terminate this Agreement.

(b) Provided always, the power of termination under this agreement herein mentioned shall not be exercised by the Promoter, unless and until the Promoter has given to the Allottee 15 (fifteen) days prior notice in writing, of its intention to terminate the Agreement and of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate the Agreement, default shall have been made by the Allottee by neglecting to rectify the breach or

(15)

breaches within the notice period (15 days) after giving of such notice. The agreement shall stand terminated if the Allottee before the expiry of the notice period fails to remedy the breaches. It is hereby made specifically clear that in the above event of termination, execution and registration of deed of cancellation will not be necessary. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said building and the Promoter shall be entitled to deal with and/ or dispose off the said building in the manner it deems fit and proper on the termination and cancellation of this Agreement in the manner as stated in this sub-clause:

(i) Promoter shall be entitled to forfeit 10% of the consideration amount as and by way of agreed genuine pre-estimate of liquidated damages along with the taxes and outgoings, if any, due and payable by the Allottee/s in respect of the said building up to the date of termination of this Agreement and brokerage, if any paid by the Promoter while booking the said buldng in the name of the Allottee. In case the amount to be deducted under this clause exceeds the amount received from the Allottee towards the purchase price, then the promoter shall recover the shortfall from the Allottee, which the Allottee agrees and undertakes to pay within 15 days from the date of demand. If the Allottee herein has obtained any housing loan on the Said bulding then such refund of amount to the Allottee shall be subject to deduction of all the amounts payable to the bank/ financial institute from whom, the Allottee herein has obtained commercial loan.

(ii) The Promoter shall refund to the Allottee above referred amount after deduction without any interest, compensation and damages within 30 days from the date on which the said Shops/Showroom is sold by the Promoter to any new Allottee by executing Sale Agreement in favour of such new Allottee. The Allottee shall have no lien, charge or any other right in and upon the said premises on termination.

(16)

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 building as are set out in the scheme literature. In the event, the ALLOTTEE requests the PROMOTER to make any addition or alteration in the building as permissible under relevant law/s or change/upgrade in any internal fittings/materials, the ALLOTTEE shall be liable to pay such amount/s as may be agreed upon by and between the PROMOTER and ALLOTTEE in addition to the amounts payable under this Agreement.

6 Taking into account the planning/ projections of construction activities made beforehand, the Promoter has planned to complete the construction of the said building on or before ..... subject to timely receipt of all payments hereunder from the Allottee. If the Promoter fails or neglects to give possession of the building to the Allottee on account of reasons beyond its control and of its agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by it in respect of the building with prescribed interest from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. The Promoter shall handover possession of the said building to the Allottee, on completion of construction of the said phase. The Promoter shall be at liberty and is entitled to complete any portion/floor/wing/part of the building and apply for and obtain Part Completion Certificate thereof. the Promoter shall without any hindrance or objection by the Allottee, be entitled to carry out by itself or through its contractors or otherwise

(17)

the remaining work in respect of the building & common areas, amenities and facilities and External Development Works even if the same causes any nuisance and annoyance to the Allottee.

6.1 The Promoter shall be entitled to reasonable extension of time for giving possession of the said building on the aforesaid date, if the construction and completion of said building or the said phase in which the said building is to be situate, is delayed on account of:

All force majeure events stipulated in the Act including but not limited to -

- i. Non availability of steel, cement, other building materials, water or electric supply or labour;
- ii. War, civil commotion or act of God;
- iii. Changes in any rules, regulations, bye - laws of various statutory bodies and authorities from time to time affecting the development and the project.
- iv. Any stay order / injunction order or direction issued by any Court of Law, Tribunal, competent authority, statutory authority, high power committee;
- v. Any other circumstances that may be deemed reasonable by the Authority.
- vi. Delay in grant of any NOC/ permission/ license connection/ installation and any services such as lifts, electricity and water connection and meters to the / said building road NOC and/or completion certificate from appropriate authority.

(18)

vii. Delay or default in payment of dues by the Allottee/s under these presents (without prejudice to the right of Promoter to terminate this agreement under clause 7 above).

viii. Any notice, order, rule, notification of the Government and/ or Public or Competent authority.

ix. Any extra / additional work required to be carried out in the said building as per the requirement and at the cost of the Allottee.

- 7.1 Procedure for taking possession - The Allottee shall take possession of the said shop/showrooms within (15) fifteen days of the Promoter giving written notice to the Allottee intimating that the said shop/showrooms is ready for possession. Notwithstanding the aforesaid, it shall be deemed that the Allottee has taken possession on the expiry of 15 days from the date of the said written notice and this date shall be deemed to be the Date of Possession i.e. the date of handing over possession as contemplated under the said Act and all the obligations of the Promoter and the Allottee related to the said shop/showrooms shall be deemed to be effective from the date of such Deemed Possession. The Allottee shall alone be responsible/liable in respect of any loss or damage that may be caused to the said shop/showrooms from the expiry of 15 days from the Notice of Possession.
- 7.2 The ALLOTTEE shall take possession of the shop/showrooms within 15 days of the written notice from the PROMOTER to the ALLOTTEE intimating that the said shop/showrooms are ready for use and occupancy.
- 7.3 Failure of ALLOTTEE to take Possession of shop/showrooms Upon receiving a written intimation from the PROMOTER as per clause 7.1, the ALLOTTEE shall take possession of the shop/showrooms 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 shop/showrooms 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 building to the ALLOTTEE, the ALLOTTEE brings to the notice of the PROMOTER any structural defect in the shop/showrooms in which the building are situated or any defects directly attributable to the PROMOTER on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the PROMOTER at its own cost and in case it is not possible to rectify such defects, then the ALLOTTEE shall be entitled to receive from the PROMOTER, compensation for such defect in the manner as provided under the Act. Provided that the PROMOTER shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the PROMOTER or beyond the control of the PROMOTER or which occur due to normal wear and tear or by reason attributable to the ALLOTTEE.

Provided that the defects which may be brought to the notice of the Promoter by the Allottee, should not have arisen due to incorrect or negligent usage, by the Allottee and/or his family members, servants, occupants, licensees in the said building or the other residents, occupants, servants, visitors in the other building in the said phase or the said project. The Promoter shall not be responsible for such defects.

The word defect herein above stated shall mean only the manufacturing defects caused on account of willful neglect of the Promoter themselves and shall not mean defects caused by normal

wear and tear, hairline cracks on the walls, negligent use of the said building or the said phase by the Allottee, diurnal fluctuations in the temperatures, abnormal heavy rains, vagaries of nature etc.

Defects in fittings and fixtures are not included therein and are subject to individual warranties provided by the manufacturers of such fittings and fixtures in this regard.

Provided further that the Allottee shall not carry out alterations of whatsoever nature in the said building or in the fittings therein, in particular it is hereby agreed that the Allottee shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection (including Flooring/ Dado) in the Toilets as this may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter and under the supervision of promoter's authorized Agencies, the defect liability automatically shall become void.

8. The ALLOTTEE shall use the building or any part thereof or permit the same to be used only for purpose of commercial use only. The ALLOTTEE shall use the garage or parking space only for purpose of keeping or parking vehicle and shall not store any other items in the said space. Further, the ALLOTTEE shall not be entitled to use the said building or permit the same to be used in a manner which may or is likely to cause nuisance or annoyance to occupiers of the other building nor for any illegal or immoral purposes or for the purposes prohibited by law.

9. The ALLOTTEE along with other ALLOTTEE(s) of Shop/Showroom in the building/Project/Scheme shall join in forming and registering

the Service 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 from promoter 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 to the effect that the building 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 building) 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, electricity expenses for common areas, facilities, lights and elevator services, repairs and salaries of clerks, bill collectors, Security, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s.

The Parties hereto agree that the PROMOTER shall be entitled in its sole discretion to maintain the project land and building/s/

scheme for such period as the promoter shall deemed fit from the date of completion thereof. However, such maintenance charges shall be incurred by the promoter from the amount of maintenance deposit collected from the members and/or maintenance charges paid and / or to be paid by the members from time to time. The ALLOTTEE further agrees that the ALLOTTEE shall pay to the PROMOTER in advance provisional monthly contribution towards his/her share of the outgoings/maintenance expenses as may be decided by the promoter from time to time and / or committee of the building. The amounts so paid by the ALLOTTEE to the PROMOTER shall be utilized towards such expenses, however the ALLOTTEE shall not be entitled to demand any accounts in respect of the same for the said entire period during which the promoter did the work of maintenance. The ALLOTTEE hereby agrees and confirms that after said initial period of such years as may be deemed fit by the promoter, the project land and building/s/scheme shall be managed and maintained by the Service Society or Limited Company which is to be formed, and the ALLOTTEE shall pay to the said Service Society or Limited Company his/her proportionate share of outgoings as may be determined by the managing committee thereof from time to time. Further, In addition to the monthly maintenance expenses, the ALLOTTEE shall deposit and keep deposited with the PROMOTER/ Service Society a Fixed Maintenance Deposit of the amount as may be decided by the promoter hereinafter and before execution of sale deed which amount/interest amount obtained from the same shall be utilized for the maintenance and up keeping of the said Building/ Scheme and its common amenities and facilities.

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 building 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 such sum as may be decided from time to time 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. The above expenses can be appropriately out of maintenance deposit / maintenance charges collected from the allottee.

12. At the time of registration of conveyance of the project Land/ common areas/assets, building/structure, 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 project Land/common areas/assets, building/structure.

### 13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The PROMOTER hereby represents and warrants to the ALLOTTEE as follows:

i. The PROMOTER has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project; as per the terms and conditions enumerated in development agreement.

(24)

- 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.
- iv. The Allottee is well aware of all the facts and the rights and entitlements of the Promoter and also about the litigation and claims, if any, pertaining to the project land and part thereof and with due awareness of the same the Allottee has entered into this Agreement. The Allottee hereinafter shall not be entitled to challenge or question the title and the right/ authority of the Promoter in respect of the project land or part thereof or regarding the authority / entitlement of the Promoter to enter into this agreement.
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/ wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/block shall be obtained by following due process of law and the PROMOTER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/Block and common areas;
- vi. The PROMOTER has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the ALLOTTEE created herein, may prejudicially be affected;
- vii. The PROMOTER has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement

with any person or party with respect to the project land, including the Project and the said building which will, in any manner, affect the rights of ALLOTTEE under this Agreement;

viii. The PROMOTER confirms that the PROMOTER is not restricted in any manner whatsoever from selling the said building to the ALLOTTEE in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of undivided share of the project Land/common areas/assets, building/structure to the Service Society/association of ALLOTTEEs the PROMOTER shall handover lawful, vacant, peaceful, physical possession of undivided share of the project Land/common areas/assets, building/structure to the Service Society/Association of the ALLOTTEEs;

x. The PROMOTER has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till Building Use Permission in respect of the said Project/Scheme is granted by the Relevant/Competent Authority and thereafter the same shall be paid by the ALLOTTEE proportionately with all other ALLOTTEEs of the said Project/Scheme;

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.

The Promoter herein may construct buildings, structures on the layout land in future and the Allottee herein has completely understood the vision of the Promoter regarding the said project and considering the same, the Allottee has also understood that the Promoter may be required to revise the layout and building plans of the said project from time to time. However, in any case, the Promoter shall not revise the building plans of the said phase and / or the said building in such a manner, by which the area, location and design of the said Apartment will be changed or affected.

14. The ALLOTTEE/s or himself/themselves with intention to bring all persons into whosoever hands the building may come, hereby covenants with the PROMOTER as follows :-

i. To maintain the building at the ALLOTTEE's own cost in good and tenantable repair and condition from the date that of possession of the building is taken and shall not do or suffer to be done anything in or to the building in which is situated which may be against the rules, regulations or bye-laws or change/ alter or make addition in or to the building in which the building is situated and the building itself or any part thereof without the consent of the local authorities, if required. The ALLOTTEE specifically agrees not to change or add any plumbing lines/water lines in any manner of whatsoever nature and in the event the ALLOTTEE doing so, the ALLOTTEE shall be liable to bear all costs and expenses that may be incurred to rectify damages the building or common areas due to such act of the ALLOTTEE.

ii. Not to store in the Shops/Showroom 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 building 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, lift, common passages or any other structure of the building in which building is situated, including entrances of the building in which Shops/Showroom is situated and in case any damage is caused to the building in which the building is situated or the building 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 building and maintain the building 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 building is situated or the building 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 building 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 building or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Shops/Showroom is situated .and shall keep the portion, sewers, drains and pipes in the building 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 Shop/Showroom is situated and shall not chisel or in any other manner cause damage to columns, beams, walls,

slabs or RCC, Pardis or other structural matters in the building without the prior written permission of the PROMOTER and/or the Service 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 building in which the shop/showrooms 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 building in the compound or any portion of the project land and the shop/showroom in which the building is situated.

vii. Pay to the PROMOTER within fifteen days of demand by the PROMOTER, his/her share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the shop/showroom 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 building 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 building 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 Service Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof and all resolutions that may be made from time to time for protection and maintenance of the said building and the shop/showroom 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 Service Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the shop/showroom 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.

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 buildings 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.

xiii. The ALLOTTEE hereby agrees with the PROMOTER and undertakes to pay amounts liable to be paid by the ALLOTTEE under this Agreement and to observe and perform the covenants and conditions contained in this Agreement and to keep the PROMOTERS indemnified against the said payments and observance and performance of the covenants and conditions contained herein.

xiv. The ALLOTTEE hereby agrees that the said commercial Building/scheme shall always be known, as '**FORTUNE ELEGANCE**', and the name shall not be changed in any circumstances whatsoever.

(30)

xv. The ALLOTTEE hereby agrees that the PROMOTER may if it deems fit/viable in its sole discretion provide security, telephone cable, multipurpose cable, TV channels, piped gas line, intercom facility, Internet and other communication facilities and other facilities of common use and purpose in the scheme. These facilities may be provided through any outside agency under contract with him/it on such terms and conditions as may be finalized by the PROMOTER. Any agreement - arrangement that may be worked out for the same and the terms and conditions thereof will also be binding upon the ALLOTTEE and other members in the scheme. The ALLOTTEE may use such facilities as per rates / price / consideration and terms and conditions as may be fixed by the PROMOTER in that regard.

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 Service 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 shop and showroom in Building, or any part thereof. The ALLOTTEE shall have no claim save and except in respect of the building 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 it shall not further mortgage or create a charge on the building 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 building.

18.1 The Allottee agrees not to raise any objection on any ground whatsoever including nuisance or shall not obstruct the construction activities of the Promoter on the layout land in any manner. The Allottee hereby gives his irrevocable consent for revision/ amendment of the said phase/the layout, open space, internal roads, position of dust bins, transformer plinths, pumping stations etc., adding new buildings and also further revise or amend the said revised plans as and when thought necessary by the Promoter or as and when required by the Promoter.

18.4 The Promoter shall have the right to amend and/or modify the said plans for smooth and better development and construction of the said Project without any reference to the Allottee. The Allottee has hereby given his irrevocable consent to the Promoter here in to carry out such revisions, alterations, modifications in the sanctioned plan/s of the said phase, entire layout of the said project, other building/s as the Promoter in its sole discretion thinks fit and proper and/or such modifications and alterations which are necessary for Promoter or in pursuance of any law, rules, regulations, order or request made by the local authority, planning authority, or Government or any officer of any local authority. However, the Promoter has to ensure that such alterations and modifications shall not adversely affect plan, design, location, or carpet area of the said building hereby agreed to be sold.

18.5 The Allottee hereby irrevocably empower the Promoter and anyone of its partner as the power of attorney holder of the Allottee to execute any document, letter etc. thereby permitting the Promoter to add /amalgamate the additional lands in the layout land, to utilize balance or additional FSI in respect of the layout land and for the said purpose to revise the layout and building plans of the said project or any building or phase thereof from time to time, to avail of any benefits, to obtain FSI for D.P. roads/ reservations , to give consent for mortgage of the project land or part/s thereof by the Promoter, and generally to do all acts, deeds and things by signature or otherwise for carrying out the said project to the best possible and profitable manner at the discretion of the Promoter, in accordance with the vision of the Promoter regarding the said project.

18.6 The Allottee has hereby irrevocably authorized and empowered the Promoter to prepare the revised layout and building plans of the layout land and to submit the same to the requisite authorities and obtain their sanction, to revise the plans time to time as required and for the said purposes to sign all plans, applications, statements, consents etc. without in any manner making the Allottee liable for any costs and affecting their interest. It is made clear that no other specific permission/authority is required from the said Allottee/ said society for this purpose.

18.7 The Allottee hereby irrevocably authorizes the Promoter to represent him, by signature or otherwise before the concerned authorities in all matters regarding the property tax, assessment and re-assessment before the concerned authorities and the decisions taken by the Promoter in this regard shall be binding on the Allottee. The Promoter may till the execution of the final conveyance represent the Allottee by signature or otherwise, to do all the necessary things/ acts in all the departments of the local/competent authority, Municipal Corporation, Collectorate, Road, Water, Building Tax assessment, Government and Semi-Government departments, etc. and the same shall stand ratified and confirmed by the Allottee herein.

18.8 The Promoter shall be entitled to put up telecommunication antennas, dish antennas, hoarding on the the Common areas, amenities and facilities at their discretion and commercially exploit the same to their sole benefit. The Allottee covenant that he shall confirm the same and declare that he shall not raise any dispute regarding the same. The Allottee consent that the Promoter shall retain with itself all the hoarding rights to display hoarding in the Common areas, amenities and facilities and in the compound and on the said building either by themselves or through their nominee or nominees as the case may be. Unless specifically provided herein or by a separate agreement, deed and/or writing in favour of the Allottee, the Allottee shall not be entitled to the benefit of such rights.

18.9 The Promoter shall be entitled to put hoarding/boards of their Brand Name, in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Land and/or the Real Estate Project and on the façade, compound wall or other part of the Real Estate Project. The Promoter shall also be entitled to place, select, decide hoarding/board sites.

## 19. 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.

## 20. ENTIRE AGREEMENT

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

## 21. RIGHT TO AMEND

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

## 22. 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

bulding, in case of a transfer, as the said obligations go along with the shop/showroom for all intents and purposes.

### 23. 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.

### 24. 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 building to the total carpet area of all the shop/showroom in the Project.

### 25. 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.

26. 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 at Dholka and shall be registered at the office of the Sub-Registrar concerned. Hence this Agreement shall be deemed to have been executed at Dholka.

27. The ALLOTTEE and/or PROMOTER shall present this Agreement as well as the conveyance at the proper registration office of the Sub-Registrar concerned within the time limit prescribed by the Registration Act and the PROMOTER will attend such office and admit execution thereof.

28. 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 and address of Allottee :-

Name of promoter :-

M/s Shukan Developers, a partnership  
firm through its Vahivatkarta Partner

**ASHOKKUMAR SAKALCHAND PRAJAPATI**

Residing at:-.....

(37)

Names of land owners and address:-

**1. JYOTIBEN SAKALCHAND DALICHAND**

PAN No.....

Aadhar No.....

Adult.....

Occupation:-.....

Religion:-.....

Residing at:-.....

**2. JYOTSNABEN SAKALCHAND**

PAN No.....

Aadhar No.....

Adult.....

Occupation:-.....

Religion:-.....

Residing at:-.....

**3. ASHOKKUMAR SAKALCHAND**

PAN No.....

Aadhar No.....

Adult.....

Occupation:-.....

Religion:-.....

Residing at:-.....

**4. KANTIBHAI SAKALCHAND**

PAN No.....

Aadhar No.....

Adult.....

Occupation:-.....

Religion:-.....

Residing at:-.....

(38)

**5. SANGITABEN SAKALCHAND**

PAN No.....

Aadhar No.....

Adult.....

Occupation:-.....

Religion:-.....

Residing at:-.....

AND

M/s (**Shukan Buildteck**) PAN No. ....a partnership firm through  
its Vahivatkarta Partner

**1. ASHOKKUMAR SAKALCHAND PRAJAPATI**

PAN No.....

Aadhar No.....

Adult.....

Occupation:-.....

Religion:-.....

Residing at:-.....

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.

**29. 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.

(39)

30. Stamp Duty and Registration: - The charges towards stamp duty and Registration of this Agreement and the conveyance of the Apartment/undivided proportionate share of land as well as all other documents to be executed by the PROMOTERS AND LAND OWNERS in favour of the ALLOTTEE shall be borne by the ALLOTTEE only.

31. 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 Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

## 32. 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 at Dholka 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 Dholka in the presence of attesting witness, signing as such on the day first above written.

(40)

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hands and seal the day and year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO :

An immovable property bearing Shop/showroom No.\_\_\_\_\_, Block No.\_\_\_\_\_, \_\_\_\_\_Floor, admeasuring\_Sq.Mtrs. (Carpetarea), \_\_\_\_\_Sq.Mtrs. scheme named and style as '**FORTUNE ELEGANCE**' with proportionate Sq.Mtrs..... undivided share in land constructed on the land bearing Revenue Survey No.1815, Khata No.1294 ,7284 Sq.Mtrs. of Mouje Dholka, Taluka Dholka, District Ahmedabad together with undivided share in the Common Assets and right to use all the Common Amenities and facilities provided in the said Building/Scheme to be used in common with other ALLOTTEEs therein and the said Apartment is bounded as follows:

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

THE THIRD SCHEDULE ABOVE REFERRED TO

Description of Common Amenities and Facilities to be used by the Commercial Unit Holders

- \* Lifts
- \* Common Plot

(41)

- \* Passage with lights leading to all the Floors
- \* Over head Water Tank
- \* Underground Water Tank
- \* Pump with Motor
- \* Electric Meter
- \*

THE FOURTH SCHEDULE ABOVE REFERRED TO

- \* Electric Sub-station
- \* Drainage Lines - Manhole Connections
- \* Service Lines in Basement
- \* Electric Meter Room
- \* Sewerage Treatment Plant (if Applicable)

SIGNED AND DELIVERED BY THE  
WITHIN NAMED PROMOTER  
Through the hands of it's Authorized  
Signatory

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

M/s Shukan Developers, a partnership  
firm through its Vahivatkarta Partner  
Ashokkumar sakalchand prajapati  
(The party of the third part / Developer)

In the presence of

1. \_\_\_\_\_

2. \_\_\_\_\_

(42)

SCHEDULE UNDER THE REGISTRATION ACT (32-A)

The Land Owners

- 
1. Jyotiben Sakalchand
  2. Jyotsnaben Sakalchand
  3. Ashokkumar Sakalchand
  4. Kantibhai Sakalchand
  5. Sangitaben Sakalchand

AND

---

M/s Shukan Buildteck, a partnership firm  
through its Vahivatkarta Partner  
Ashokkumar Sakalchand Prajapati

---

ALLOTTEE

---

Developers

---

M/s Shukan Developers, a partnership  
firm through its Vahivatkarta Partner  
Ashokkumar Sakalchand Prajapati