

AGREEMENT OF SALE / DEED OF SALE
(With Possession)

THIS AGREEMENT MADE AT..... THIS.....DAY OF IN THE YEAR TWO THOUSAND AND BETWEEN:-

M/S. SHRI SHAKTI BUILDERS (ACOF9770M), A Partnership Firm Registered under the Indian Partnership Act, 1932, having its principal place of business at 254/P4,263/1/A/P1/P1 & 316/P1/P2 Sea Woods Residency, Near Akra Maruti Temple, Umbergaon Town, Dist Valsad, Gujarat represented by its Partners namely
1) MR. BHAVESH NAVINCHANDRA GAJJAR (PAN NO. ACOF9770M), Adult, Indian Inhabitant, Residing at: 14, Gokul Vihar, Tokarkhada, Silvassa, Dadra & Nagar Haveli, And

2) MR. VIRAL MALAYBHAI DALAL (PAN NO. AADPD5482A), Adult, Indian Inhabitant, Residing at: A-14, Gokul Vihar, Tokarkhada, Silvassa, Dadra & Nagar Haveli, And

3) MR. DHURVARAJ KAILASHNATH SINGH (PAN NO. ACBPS6386G), Adult, Indian Inhabitant, Residing at: 604, Near Prathmesh Tamba Hospital , Bhayendar (W) Pin 401107, Maharashtra State, And

Hereinafter referred to as the '**Promoter/Vendor**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) **PARTY OF THE FIRST PART.**

IN FAVOUR OF

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the '**Allottee/Purchaser**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) **PARTY OF THE SECOND PART.**

WHEREAS the Promoter of the First Part, is the absolute owner and possessor of an

immovable property being piece or parcel of freehold land bearing Reveune Survey No. 254/P4,263/1/A/P1/P1 & 316/P1/P2 Sea Woods Residency "A Wing" , Near Akra Maruti Temple, Umbergaon Town, Dist Valsad, Gujarat,

Or thereabouts more particularly described in the First Schedule hereunder written (hereinafter referred to as 'THE PROJECT LAND').

(Give Complete Recital of the Title of the Promoter to the plot on which promoter proposes to construct and sale the Apartment)

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land; AND WHEREAS the Vendor /Promoter is in possession of the project land

AND WHEREAS the Promoter has proposed to construct on the project land (here specify number of buildings and wings thereof) 1 Building having Ground + 10 Floors (here specify number of Basements/podiums/stilt and upper floors)

AND WHEREAS the Allottee is offered an Apartment bearing number on the floor, (herein after referred to as the said 'Apartment') in the ____ wing of the Building called "SEA WOODS RESIDENCY "A Wing "" (herein after referred to as the said 'Building') being constructed in the said project, by the Promoter

AND WHEREAS the Promoter has registered the project under the provisions of the Act with the Real Estate Regulatory Authority at Valsad, vide No.____; authenticated copy is attached in Annexure 'B';

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartment 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 Messers SHILPAM and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as 'the said Act') and the Rules and Regulations made thereunder 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 Apartment 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 copied of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project also been inspected by the Allottee,

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment 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 building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the said pans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

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

AND WHEREAS the Promoter has allotted an Apartment No..... on floor in wing situated in the building No.____being constructed in the__phase of the said Project, vide Allotment Letter No.____dated_____,

AND WHEREAS the carpet area of the said Apartment is _____square meters/square Feet and 'carpet area' means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace are but includes the area covered by the internal partition walls of the apartment.

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

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for Sale/Deed of Sale of said Apartment 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 (Apartment/Plot) and the garage/covered parking (if applicable)

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

1. The Promoter shall construct the said building/s consisting of ground and 10 upper floors 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 Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

- i. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No..... of the type of carpet area admeasuring sq. meters/ sq. feet on floor in the building /wing (hereinafter referred to as "the Apartment") for the total 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 Apartment including the proportionate price of the common area 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/verandha 1 having area admeasuring sq.meters/sq.feet forming part of the apartment 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/verandha 2 having area admeasuring Rs.____/-
- iv. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agreed to sell to the Allottee wash area balcony having area admeasuringsq.meters/sq. Feet forming part of the apartment for the consideration of Rs. ____/-
- v. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee open terrace having area admeasuring sq.meters/sq. Feet forming part of the apartment for the consideration of Rs. ____/-
- vi. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agreed to sell to the Allottee open parking spaces bearing Nos situated at Basement and/or stilt and / or _____podium being constructed in the layout for the consideration or Rs____/-
- vii. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos situated at Basement and/or stilt and /or _____podium being constructed in the layout for the consideration or Rs.____/-

1 (b) The total aggregate consideration amount for the apartment mentioned herein above from clause 1 a

(i) to (vii) is thus Rs._____-/-

(c) **1]** That in pursuance of the said understanding and agreement in consideration of

Rs. _____ and out of which said Purchaser has paid amount as mentioned below:-

SR. NO.	BANK'S NAME/CASH	CHEQUE/ D.D. NO./ R.T.G.S./UTR NO.	DATED	AMOUNT
1.				
2.				
3.				
TOTAL				

i.e. Total consideration amount of **Rs.** _____ the receipt of which sum Vendor do hereby admit and acknowledge in full and final payment to the Purchaser and Vendor do hereby grant, transfer, convey, assure and assign UNTO AND TO the Purchaser by way of sale the immovable property being _____

_____, which is more particularly described in the schedule hereunder written. AND ALL this estate, right, title, interest, and demand whatsoever of the Vendor in or to the said property hereby transferred and conveyed and every part thereof TO HAVE AND TO HOLD the same to the purchaser as absolute owner forever, whatsoever/whatever in or to the said property hereby transferred, conveyed and sold and more particularly described in the schedule herein underwritten belonging or in way appertaining or usually held or occupied therewith or reputed to belong or be appurtenant thereto.

1 (d) The total price as stated above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [apartment/Plot]. Which shall be separately payable by the Allottee in the manner as may be decided by the Promoters.

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 instalments payable by the Allottee by discounting such early payments @ % per annum for the period by which the respective instalment 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 Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate of %, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted, 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 payment in any manner.

Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

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 Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

Similarly, the Allottee had made timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in 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 ___ Square Meters only and Promoter has planned to utilize Floor Space Index of

_____ by availing of TDR of 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 _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4. 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 and the Apartment as are set out in Annexure 'C', annexed hereto.

5.1 Procedure for taking possession - The Promoter has obtained occupancy certificate from the competent authority and has received full and final payment made by the Allottee as per the agreement and has also offered in writing the possession of the [Apartment/Plot] to the Allottee in terms of this Agreement.

The Allottee has received the possession of the Apartment from the promoter:

If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the

Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. 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 Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business. (*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s) of Apartment in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 Within 15 days notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) or outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or government, water charges, insurance common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the of the project land and building/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 Allottee's 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 of 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 or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottee's share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any Documents or instrument of transfer in respect of the structure of the said Building/Wing of the building. At the time of registration of conveyance or Lease of the project land. The Allottee shall pay to the promoter, the Allottee's share of stamp duty and registration charges payable, by the said apex Body or Federation on such conveyance or lease or any document of 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 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 de cleared 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 lawfull rights and requisite approvals from the competent authorities to carry out the development of the project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrance upon the project land or the project except those disclose in the title report;
- iv. There are not litigation pending before any court of law with respect to the project land or project except those disclose in the title report;
- v. All approvals, licensee and permits issued by the competent authorities with respect to the project, project land and the said building/wing are valid and subsisting and have been obtained by the following dues 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/wing shall be obtain by the following dues process of law and promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, projects land, building/wing and common areas.
- vi. The promoter has the right to entered into this agreement has not committed or omitted to perform any acts of things, whereby the right, title and interest as the allottee created herein, may prejudicially be affected.
- vii. The promoter has not entered into any agreement for sale/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the project land, including the project and the said (Apartment/Plot) which will, in any manner, affect the rights of allottee under this agreement.
- viii. The promoter confirm that the promoter is not restricted in any manner whatsoever from selling the said (Apartment/Plots) 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 the allottee the promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structures to the 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;

- 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 said 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 whomsoever hands are Apartment may come, hereby covenants with the promoter follows.

- i. To main the apartment as the allottee's own costs in good and tenantable repair and condition from the date of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which apartment 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 apartment is situated and the apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to the damage the construction or structure of the building in which the apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages whcich may damage or likely to damage the staircase, common passages or any other structure of the building in which the apartment is situated, including entrances of the building in which the apartment is situated or the apartment on account of negligence or default of the allottee in this behalf, the allottee shall be liable for the consequences of the branch.
- iii. To carry out at his own costs all internal repairs to the said apartment and maintain the apartment in the same condition, state in order in which it was delivered by the promoter to the allottee and shall not do or suffer to be done anything in or to the building in which the apartment is situated or the apartment which may be contrary to the rules and regulation s any by-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 apartment or any part thereof, nor at any time make or cause to be made any addition or alternation of whatsoever nature in or to the apartment or any part thereof, nor any alternation in the elevation and outside colour scheme of the building in which the apartment is situated and shall keep the portion, sewers, drains and pipes in the apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the apartment is situated and shall not chisel or in any other manner cause damage to column, beams, walls, slabs or RCC, pardis or other structural member in the apartment 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 any insurance of the project land and the building in which the apartment is situated or any part thereof or whereof ant increased premium shall become payable in respect of the insurance.
- vi. Not to through dirt, rubbish, rages, garbage or other refuse or permit the same to be thrown from the said apartment in the compound or any portion of the project land and the building in which the apartment is situated.
- vii. Pay to promoter within fifteen days of demand by the promoter, his share of security deposit demanded by the concerned local authority or government or giving water electricity or any other service connection to the building in which the apartment is situated.
- 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 or change of user of the apartment 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 apartment 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 of the limited company or apex Body or Federation may adopt at its inspection and the addition, alterations or amendments thereof that may be made from time to time for

protection and maintenance of the said building and the apartments therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The allottee shall also observe and perform all the stipulations and conditions laid down by the society/limited company/apex Body/Federation regarding the occupancy and use of the apartment in the building 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 other, 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 workman and others, at all reasonable time, 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 or 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 apartments or of the said plot and building or any part thereof. The allottee shall have no claim save and except in respect of the apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircase, terraces recreation spaces, will remain the property of the promoter until the same is transferred as hereinabove 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 (Apartment) 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 (Apartment/Plot)

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 sign and delivers this agreement with all the schedules along with the payment 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 the 15 days from the date of its receipt by the Allottee, the Application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19.ENTIRE AGREEMENT

This agreement alongwith its schedule and annexure, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understanding any other agreement, allotment letter, correspondences arrangement whether written oral, if any, between the parties in regard to the said apartment/plot/building as the case may be.

20.RIGHT TO AMEND

This agreement may only be amended through written consent of the parties.

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

It is clearly understood and so agreed by the between the parties hereto all the provision contained herein and the obligation arising hereunder in respect of the project shall equally be applicable to and enforceable against subsequent allottees of the in case of a transfer as the said obligation as the said obligation go along with the 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 regulation made thereon or under other applicable laws such provision of the agreement shall be

deemed amended or deleted in so far as reasonable incinsist with the purpose of this agreement and to the extent necessary to confirm remaining provision of this agreement shall remain valid and enforceable as applicable at the time of execution of this agreement.

23.METHOD OF CALCULATION OF PROPOTIONATE SHARE WHEREVER REFFERED 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 proportionate to the carpet area of the [Apartment/Plot] to the total carpet area of all the [Apartment/Plots] in the project.

24.FURTHER ASSURANCE

Both Parties agree that they shall execute, acknowledge and deliver to the other such instrument and take such other action, in additions to the instrument and actions specially provided for herein as may be reasonable required in the order to effectuate the provision of this agreement or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant o 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, in _____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 at the office of the sub registrar. hence this agreement shall be deemed to have been executed at_____

26. The Allottee and Promoter shall present this Agreement as well as the conveyance of lease at the proper registration office of the within the limits prescribed by the Registration act and the Promoter will attend such office and the 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 address specified below;

_____Name of Allottee

_____(Allottee's Address) Notified Email ID:_____

M/s_____Promoter Name

_____(Promoter address) Notified Email ID:_____

It shall be the duty of Allottee and the promoter 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 Communication 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 communication shall be sent by the promoter to the Allottee whose name appears first and at the address given by him or her which shall for all intents and purpose 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.

30. Dispute Resolution:- Any dispute between Parties shall be settled amicable In case of Failure to Settled the dispute amicable, Which shall be referred to the__Authority as per the provision of the Real Estate Act, 2016, Rules and regulation, thereunder.

31. GOVERNING LAW

That the rights and obligation of the Parties under or arising out of this Agreement Shall be Constructed and enforced in accordance with the laws of India for the time being in Force _____ and _____ the _____ Court
_____s will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF parties hereinabove named have sets their respective hands and signed this Agreement For Sale at Umbergaon (City/town) in the presence of attesting witness, signing as such on the day first above written.

FIRST SCHEDULE ABOVE REFEREED TO
(Description of the Freehold/Leasehold land and all other details).

SECOND SCHEDULE ABOVE REFFERED TO
(Here set out the name, Extent and description of Common area and Facilities).

SIGNED AND DELIVERED BY THE
WITHIN NAMED ALLOTTEE: (Including joint Buyers)

1) _____
2) _____

At _____ on _____

In Presence of Witness:

1) NAME _____
SIGNATURE _____

2) NAME _____
SIGNATURE _____

**SIGNED AND DELIVERED BY THE WITHINNAMED
PROMOTER**

**M/S. SHRI SHAKTI BUILDERS,
A Partnership Firm
represented by its Partners namely**

1) MR. BHAVESH NAVINCHANDRA GAJJAR

2) MR. VIRAL MALAYBHAI DALAL

3) MR. DHRUVARAJ KAILASHNATH SINGH

In Presence of Witness:

1) NAME _____
SIGNATURE _____

2) NAME _____
SIGNATURE _____

Note:- Execution clauses to be finalised in individual cases having regard to the constitution of the parties to the Agreement.

SCHEDULE 'A'

PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND THE GARAGE/CLOSED PARKING (IF APPLICABLE) ALONGWITH BOUNDARIES IN ALL FOUR DIRECTIONS.

SCHEDULE 'B'

FLOOR PLAN OF THE APPARTMENT

ANNEXURE – A

(Authenticated copies of the plans and specifications of the Apartment 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 Apartment)

R E C E I P T

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

THE PROMOTERS