

ALLOTMENT - CUM - SALE AGREEMENT IN RESPECT OF OPEN
SPACE FOR THE CONSTRUCTION OF FLAT, BEARING FLAT
NO. _____, ON THE GROUND/FIRST/SECOND FLOOR, ON THE
MAIN PLOT NOS. 274 & 275, IN WARD NO. 12-C, IN SHIVOHUM
FINBUILD PVT. LTD., SITUATED AT GANDHIDHAM - KACHCHH
FOR RS. _____=00.

=====

(WITHOUT POSSESSION)

THIS SALE AGREEMENT made, entered into and concluded on this the
_____ day in the month of _____, 2019 at Gandhidham -
Kachchh.

Contd...P/2...

BETWEEN :

SHIVOHUM FINBUILD PVT. LTD. (PAN No. AAXCS 2572 D), a company Certificate of incorporated under Pursuant to sub-Section (2) of Section 7 of Companies Act, 2013 and rule 8 of the Companies (Incorporation) Rules, 2014 with at Corporation Identity No. U45400GJ2016PTC091797, with the registrar of companies, Gujarat, office at 202, 2nd Floor, Plot No. 249, Ward No. 12-B, at Gandhidham - Kachchh, through its one of the Directors & Authorised Signatory **SHRI DHARMENDRA RAVJI PAREKH**, an Indian, adult, aged about 38 Years, Occupation : Business, resident Address : Plot No. D-112, NU-10/B, Shaktinagar, at Gandhidham - Kachchh, hereinafter referred to as the **"VENDOR"** (which expression shall unless repugnant to the context or meaning thereof include its successors, assignees, executors, administrators and legal representatives) of the **FIRST PART :**

AND :

SHRI/SMT. _____, an Indian, adult, aged about ____ years, Occupation : _____, resident Address : _____, hereinafter referred to as the **"PURCHASER"** (which expression shall unless repugnant to the context or meaning thereof include his/her heirs, executors, administrators and legal representatives) of the **SECOND PART :**

WHEREAS THE VENDOR i.e. SHIVOHUM FINBUILD PVT. LTD., has purchased the aforesaid Plot of land, admeasuring about ~~39334~~ 39334 Sq. Meters or thereabouts, bearing Plot Nos. 274 & 275 in Ward No. 12-C, situated at Gandhidham - Kachchh, from SHRI MAHESH BABULAL, and the Transfer - Cum - Sale Deed for the same was duly executed by **SHRI MAHESH BABULAL** in favour of **SHIVOHUM FINBUILD PVT. LTD.**, the Vendor, which Transfer - Cum - Sale Deed is also duly registered in the office of the Sub - Registrar, Gandhidham, at Registered No. 6194 of Book No. 1 (One) dated 12-12-2018, AND the abovesaid Corporation i.e. the Sindhu Resettlement Corporation Limited, Adipur, has also mutated the abovesaid Plot in favour of SHIVOHUM FINBUILD PVT. LTD., the Vendor, vide their letter No. SRC / LD / M / 274 - 275 (Const.) - 12 C / 2018 / 3312 Dated 04-01-2019.

Contd...P/3...

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

1. The Promoter shall construct the said building/s consisting of basement and ground/ stilt, /..... podiums, and 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 Plots of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

- 1(a)
 - (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Plot No. of the type of carpet area admeasuring sq. metres/ sq. feet on floor in the building_____/wing (hereinafter referred to as "Plots") for the consideration of Rs. including Rs. being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Plots including the proportionate price of the common areas and facilities and parking spaces should be shown separately).
 - (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee balcony/verandha 1 having area admeasuringsq.metres/sq.feet forming part of the Plots 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 admeasuringsq.metres/sq.feet forming part of the Plots for the consideration Rs. _____/-

- (iv) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee wash area balcony having area admeasuringsq.meters/sq. Feet forming part of the Plots for the consideration of 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 Plots for the consideration of of Rs. _____/-
 - (vi) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees 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 of 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 of Rs. _____/-
- 1(b) The total aggregate consideration amount for the Plots mentioned herein above from clause
- 1 a (i) to (vii) is thus Rs. _____/-

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs (Rupees) in the following manner :-

- i. Amount of Rs...../- (.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
- ii. Amount of Rs...../- (.....) (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 Plots is located.
- iii. Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Plots is located.
- iv. Amount of Rs...../- (.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Plots.
- v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Plots.
- vi. Amount of Rs...../- (.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Plots is located.
- vii. Amount of Rs...../- (.....) (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 Plots is located.
- viii. Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Plots to the Allottee on or after receipt of occupancy certificate or completion certificate.

1(d) The total price as stated above excludes Taxes (consisting of tax paid or payable by the Promoter

by way of 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

[Plots/Plot], which shall be separately payable by the Allottee in the manner as may be decided by the Promoter.

- 1(e) The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal 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 to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the

Promoter to adjust his payments in any manner.

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

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Plots/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in 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 **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 _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Plots based on the proposed construction and sale of Plotss to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Plots/Plot] 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 __% 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 __% per annum, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

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

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

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

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with brand, or price range to be provided by the Promoter at his/her/its option in the said building and the Plots as are set out in Annexure 'C', annexed hereto.

6. The Promoter shall give possession of the Plots to the Allottee on or before..... day of20____. If the Promoter fails or neglects to give possession of the Plots to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Plots with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Plots/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Plots/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Plots within 15 days of the written notice from the promotor to the Allottee intimating that the said Plotss are ready for use and occupancy:

7.3 Failure of Allottee to take Possession of [Plots/Plot]: Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the [Plots/Plot] 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 [Plots/Plot] 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 Plots to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Plots or the building in which the Plots 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 Plots 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 Plotss 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 after notice in writing is given by the Promoter to the Allottee that the Plots 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 Plots) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance,

common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed, 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 or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.
13. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**
The Promoter hereby represents and warrants to the Allottee as follows:

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said 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/wing 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/wing 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 [Plots/Plot] 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 [Plots/Plot] to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure 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 project land and/or the Project except those disclosed in the title report.
14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Plots may come, hereby covenants with the Promoter as follows :-
- i. To maintain the Plots at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Plots is taken and shall not do or suffer to be done anything in or to the building in which the Plots 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 Plots is situated and the Plots itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the Plots 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 Plots is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Plots is situated, including entrances of the building in which the Plots is situated and in case any damage is caused to the building in which the Plots is situated or the Plots 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 Plots and maintain the Plots 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 Plots is situated or the Plots 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 Plots 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 Plots or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Plots is situated and shall keep the portion, sewers, drains and pipes in the Plots 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 Plots is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Plots without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Plots 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 Plots in the compound or any portion of the project land and the building in which the Plots is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Plots 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 Plots 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 Plots until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Plotss 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 Plots 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.
15. The Promoter shall maintain a separate account in respect of
sums received by the Promoter from the Allottee as advance or
deposit, sums received on account of the share capital for the
promotion of the Co-operative Society or association or
Company or towards the out goings, legal charges and shall
utilize the amounts only for the purposes for which they have
been received.
16. Nothing contained in this Agreement is intended to be nor shall
be construed as a grant, demise or assignment in law, of the
said Plotss or of the said Plot and Building or any part thereof.
The Allottee shall have no claim save and except in respect of
the Plots hereby agreed to be sold to him and all open spaces,
parking spaces, lobbies, staircases, terraces recreation spaces,
will remain the property of the Promoter until the same is
transferred as hereinbefore mentioned.
17. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**
After the Promoter executes this Agreement he shall not
mortgage or create a charge on the *[Plots/] 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 [Plots/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 signs and delivers this Agreement
with all the schedules along with the payments due as stipulated in
the Payment Plan within 30 (thirty) days from the date of receipt by
the Allottee and secondly, appears for registration of the same before

the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and 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 Plots/plot/building, as the case may be.

20. RIGHT TO AMEND

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

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

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

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to

the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

[Plots/Plot] to the total carpet area of all the [Plotss/Plots] in the Project.

24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, 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. Hence this Agreement shall be deemed to have been executed at _____.

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

27. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email

ID/Under Certificate of Posting at their respective addresses specified below:

_____ Name of Allottee

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

For M/s. Shivohum Finbuild Pvt. Ltd.

**(Shri Dharmendra Ravji Parekh)
Director & Authorized Signatory**

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

28. JOINT ALLOTTEES

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

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

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

31. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the _____ courts will have the jurisdiction for this Agreement

SCHEDULE OF THE PROPERTY

Flat No. _____, Ground Floor / 1st Floor / 2nd Floor, For Residential Purpose, Area of Plot About _____ Sq. Mtrs., Plot No. 274-275, Ward - 12-C, Scheme known as Sohum Styam situated at Gandhidham, Taluka : Gandhidham, District : Kutch, in Registration District of Kutch, Reg. Sub-District : Gandhidham and bounded as under:

Carpet / Constructed Area : _____ Sq. Mtrs

TAARACE : _____ Sq mtrs.

Balcony : _____ Sq. Mtrs.

Total Cover Area : _____ Sq. Mtrs

Four Boundary of said property :

North : _____

South : _____

East : _____

West : _____

Details of entire land of Project / Scheme known as Sohum Satyam

Plot No. 274-275, Ward 12-C situated at Gandhidham, Taluka : Gandhidham, Dist.: Kutch, area of Plot 399.34 Sq. Mtrs.

Four Boundary of Scheme known as Sohum Satyam

North : Road

South : Plot No.276

East : Road

West : Plot No. 260 & 261

No error, misstatement nor omission in this description of the said Flats shall annul this Sale Agreement.

That this Agreement shall be binding to the Vendor / Promoter and its Directors, Assignee, etc. and the Purchaser / Member and his / her legal heirs, etc.

In witness whereof both the parties hereto have set and subscribed their respective hands to this agreement in their proper sense and without any external pressure and / or influence, on the day and the date herein above mentioned.

WITNESSES:
Pvt. Ltd

1. _____

For M/s. Shivohum Finbuild

Shri Dharmendra Rajji
Parekh Director &
Authorized Signatory
THE VENDOR /
PROMOTER

2. _____

THE PURCHASER / MEMBER

ANNEXURE

<u>NAME & ADDRESS OF PARTIES</u>	<u>PHOTOGRAPH</u>	<u>THUMB IMPRESSION</u>
For M/s. Shivohum Finbuild Pvt. Ltd <i>Shri Dharmendra Ravji Parekh</i> <i>Director & Authorized</i> THE VENDOR / PROMOTER		Left hand thumb impression
THE PURCHASER / MEMBER		Left hand thumb impression