

PROJECT RERA REGISTRATION NUMBER :

AGREEMENT TO SELL

This Agreement made at _____
this _____ day of _____ in the year Two Thousand

BETWEEN

M/s. SHIVAM CORP a partnership firm incorporated under the provisions of the Indian Partnership Act, having its office at 6, Panchvati Society, Jayhind Cross Roads, Maninagar, Ahmedabad-380008 through its partners **(i) MR. KISHOR Z. PANSURIYA & (ii) MR. SANJAY D. KASWALA** hereinafter referred to as the "Promoter" and/or "Vendor" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Promoter, its partners and legal representatives, successors and assigns as at present and from time to time) of the **FIRST PART**.

AND

_____, adult, Indian inhabitant,
residing at _____
Ahmedabad hereinafter referred to as the "Allottee" and/or "Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the "Allottee" his heirs and legal representatives, successors and assigns as at present and from time to time) of the **SECOND PART**.

The Promoter and the Allottee shall be hereinafter collectively referred to as the Parties and individually as Party.

WHEREAS

1. The Promoter is absolutely seized and possessed of and absolutely entitled to without any obstruction and free from encumbrance of all that 470.00 square meters of nonagricultural land for residential purpose being Subplot No.(Hissa No.) 1 of F.P.No.148/5 of T.P.S.No.4 (Maninagar), City Survey No. 7601 & 7602, lying and being at village: Rajpur Hirpur, Taluka: Maninagar, Registration Sub-District Ahmedabad-7 & Dist: Ahmedabad. (As per AMC TP-4 (Manipur Second Veried)records: Subplot No. 1 of F.P. No. 148/4/2, Land Area: 464.00 square meters) (hereinafter referred to as the “the **Project Land**” and as more particularly described in the **First Schedule** hereunder written)
2. The Promoter purchased project land in two parts (i) the non agricultural land of the Eastern side of Subplot no.1 of F.P.No.148/5 of T.P.S.No.4 (Maninagar), City Survey No. 7602 from Bhaskarbhai Dahyabhai, Chandramaulibhai Bhaskarbhai & Paragbhai Bhaskarbhai admeasuring 306.00 square meters Vide a Sale Deed and (ii) the non agricultural land of the Northen Part of the Western side of Subplot no.1of F.P.No.148/5 of T.P.S.No.4 (Maninagar), City Survey No. 7601 from Bhagirath (Maninagar) Owners Association admeasuring 164.00 square meters Vide another separate sale deed.

The both said sale deed has been registered in the office of the Sub-Registrar of Ahmedabad-7 (Odhav) vide sr.no. 4919 on 22nd May, 2019 & sr.no. 5044 on 27th May, 2019 respectively.
3. The Promoter proposes to develop a residential project comprising 10 (ten) residential apartments together with the development of Common Facilities (as defined hereinafter) in the Common Areas (as defined hereinafter) to be known as “**Shivam Bhagirath**” (hereinafter referred to as the “**Project**”) and the proposed development plans in relation to the construction and development of the Project has been

duly approved by the Ahmedabad Municipal Corporation (AMC) December 19, 2019 (hereinafter referred to as the **“Approved Plans”**) and Rajachitthi dated December 19, 2019 bearing Rajachitthi no. 02871/161119/A2994/R0/M1 permitting the Promoter to commence the construction of the Project (hereinafter referred to as the **“Commencement Certificates”**).

For the sake of convenience and reference in this Agreement: -

- i. The Ground Floor space and Common part of Terrace (Non allotted Terrance Part), Foyers, Staircase, Lift Area & Stair Cabin shall be referred to as the “Common Areas”:
 - ii. The facilities provided in the Common Areas and to be used in undivided form collectively by the Allottees in the Project
4. In pursuance to the aforesaid, the Promoter herein is in absolute ownership and possession of the Project Land and legally entitled to develop the Project and also enter into the Agreements to Sell in relation to the sale of residential Apartments in the Project in favor of the Allottees and receive the sale consideration in respect thereof.
5. The Allottee herein approached the Promoter herein with the intent to purchase a Residential Apartment in the said Project and in pursuance to the discussion held and the Allottee has agreed to purchase a Residential Apartment No. _____ on _____ floor having Carpet Area admeasuring _____ Square Meters, Balcony of Hall admeasuring _____ Square Meters, Balcony of bedroom admeasuring _____ Square Meters, **(if applicable)**, Wash admeasuring _____ Square Meters And exclusive Open Terrance area admeasuring _____ Square Meters **(if applicable)** ("Said Apartment") and proportionate undivided Land Share in project Land of _____ Square Meters ("Land Undivided Share") and undivided rights in the Common Areas and Common Facilities as well as the

rights to use the said Common Facilities with all the other Allottee in the Project.

For the sake of convenience and reference in this Agreement:

The Said Apartment and the Land Undivided Share as well as the Common Facilities and right to use it shall be collectively referred to as the "Said Property"; The said Property is more particularly described in the **Schedule-A** hereunder written.

6. The carpet area of the said Apartment as set out above. "carpet area" means the net usable floor area of an said Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony area, wash area and exclusive open terrace area but includes the area covered by the internal partition walls of the said Apartment.
7. The Promoter has sole and exclusive right to sell the said Apartment in the said Project to be constructed by the Promoter on the Project Land and to enter into Agreement/s with the allottee(s)/s of the Said Apartment to receive the sale consideration in respect thereof;
8. 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 Engineer M/s. Deepsan Planning and Liassioning 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;
9. The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of extract of Village Forms VI and Property Cards showing the nature of the title of the Promoter to the project land on which the said Apartment

is constructed or is to be constructed have also been inspected by the Allottee and is satisfied in respect of the same.

10. The authenticated copies of the Approved Plans of the Layout as approved by the Amdavad Municipal Corporation, the authenticated copies of the plans and specifications of the Said Apartment agreed to be purchased by the Allottee and the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the projects and Common Areas are proposed to be provided for in the said Project has been inspected by the Allottee. The authenticated copies of the plans and specifications of the Said Apartment agreed to be purchased by the Allottee has been annexed and marked as **Annexure-A**
11. The Promoter shall undertake the development of the Project as per the Approved Plans and thereafter obtain the Occupancy Certificate (OC) or the Building Use Permission (BU) within the timelines set out in this Agreement and execute and register the deed of conveyance in respect of the said Property in favor of the Allottee ("Conveyance Deed").
12. The Promoter has accordingly commenced construction of the said project in accordance with the Approved Plans and the Commencement Certificate and the Promoter has submitted the Project for registration with the Real Estate Regulatory Authority (RERA) as per the provisions of the Said Act and the Said Rules and pursuant to the same the Project has been registered with RERA under Reference/Order No. _____ dated _____.
13. Prior to the execution of these presents, the Allottee has paid to the Promoter a sum of Rs. _____ (Rupees _____) only by cheque _____ dated _____ drawn on _____ Bank by way of earnest moneys, being part payment of the sale consideration of the Said

Property 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. The promoter has issued an allotment letter in favor of the allottee dated _____.

14. Under section 13 of the said Act, the Promoter is required to execute a written Agreement for sale of said Property with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
15. 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 Said Property.

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

1. The Promoter shall construct 10 (Ten) Residential Apartments 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 Said Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.
- 1(a) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell unto the Allottee the Said Property, Residential Apartment No.____ on _____ floor having Carpet Area admeasuring _____

Square Meters, Balcony of Hall admeasuring _____
Square Meters, Balcony of bedroom admeasuring _____
Square Meters, **(if applicable)**, Wash admeasuring _____
Square Meters And exclusive Open Terrance area
admeasuring _____ Square Meters **(if applicable)**
("Said Apartment") and proportionate undivided Land
Share in project Land of _____ Square Meters ("Land
Undivided Share") and undivided rights in the Common
Areas and Common Facilities as well as the rights to use
the said Common Facilities with all the other Allottee in the
Project "Shivam Bhagirath", by the Promoter for the total
consideration of Rs.....including
Rs.....being the proportionate price of the
common areas and facilities appurtenant to the Said
Apartment, the nature, extent and description of the
common areas and facilities which are more particularly
described in the **Schedule –A** herewith.

1(b) The Allottee has paid on or before execution of this
agreement a sum of Rs. _____
(Rupees _____) only (Not more than
10% of total consideration) by cheque _____
dated _____ drawn on _____
Bank by way of earnest moneys 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. _____ /-(.....) (30% of
the total consideration) to be paid to the Promoter
after the execution of Agreement
- ii. Amount of Rs. _____ /-() (45% of the
total consideration) to be paid to the Promoter on
completion of the Plinth level of Building.
- iii. Amount of Rs _____ /-() (70% of the total
consideration) to be paid to the Promoter on
completion of all the slabs of Building

- iv. Amount of Rs /-() (75% of the total consideration) to be paid to the Promoter on completion of the walls, the external plumbing and external plaster, elevation, terraces with waterproofing of the building.
 - v. Amount of Rs /-() (80% of the total consideration) to be paid to the Promoter on completion of internal plaster, floorings doors and windows of the said Apartment.
 - vi. Amount of Rs /-() (85% of the total consideration) to be paid to the Promoter on completion of Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
 - vii. Amount of Rs /-() (95% of the total consideration) to be paid to the Promoter 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
 - viii. Balance Amount of Rs...../-() (100% of the total consideration) against and at the time of noticing over of the possession of the Said Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.
- 1(c) The total Sale Consideration as stated above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, 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 said Apartment, which shall be separately payable by the

Allottee in the manner as may be decided by the Promoter.

- 1(d) 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(e) The Promoter shall confirm the final carpet area of the construction of the said Apartment that has been allotted to the Allottee after the construction of the Project is complete and the Building Use Permission 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 Promoter shall recalculate the total price payable for the carpet area upon confirmation. 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 10%, 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(f) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under

any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

2.

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 Approved Plans or thereafter and shall, before handing over possession of the Said Apartment to the Allottee, obtain from the concerned local authority OC/BU permission in respect of the Said Apartment.

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 Said Apartment to the Allottee and the Common Areas to the Society after receiving the OC/BU permission.

Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (b) herein above. ("Payment Plan").

3. The Promoter hereby declares that as per zone, the Floor Space Index (FSI) available in respect of the Project Land is 835.20 square meters only. More FSI can be availed by 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, Thus Total permissible FSI on the project land is 1252.80 square meters only. Out of that the Promoter has

disclosed the Floor Space Index of 1127.95 square meters only as proposed to be utilized on the project land in the said Project and Allottee has agreed to purchase the said Property based on the proposed construction and sale of said Property to be carried out by the Promoter by utilizing the balance & available FSI and on the understanding that the declared balance & available FSI shall belong to Promoter only.

4.

4.1 If the Promoter fails to abide by the time schedule for completing the Project and handing over the Said Apartment to the Allottee as agreed in this Agreement subject to the Allottee complying with his obligations as per this Agreement, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest at the rate of 10% 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 10% 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 or taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, the Promoter shall at its own option, may terminate this Agreement:

Provided that, the Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and/or e-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 the amounts out of Sale Consideration paid by the Allottee to the Promoter after deducting and/or subject to adjustment and recovery of 10% of such amounts paid by the Allottee to the Promoter till the date of termination as the liquidated damages payable to Promoter by the Allottee, within a period of 30 (thirty) days of the termination, the installments of sale consideration 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 or price range to be provided by the Promoter at his/her/its option in the said project and the Said Apartment as are set out in **Annexure 'B'**, annexed hereto.
6. Subject to the Allottee complying with its obligations under this Agreement, the Promoter shall complete the development of the said Apartment and hand over the vacant and peaceful possession of the said Apartment to the Allottee on or before **30th November, 2022**. In the event the Promoter fails or neglects to give possession of the Said Apartment 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 him in respect of the Said Apartment with interest calculate at 15% per annum 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 Said Apartment on the aforesaid date, if the completion of project in which the Said Apartment 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;
- (iii) Publically declared strike of laborers or building material suppliers;
- (iv) reasons beyond `promoter's or its agents' control.

7.

7.1 Procedure for taking possession –

Upon obtaining the Occupancy Certificate/Building Use Permission from the competent authority and the payment made by the Allottee as per the Agreement, the Promoter shall offer in writing the possession of the Said Apartment 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 Said Apartment to the Allottee. The Parties agree and undertake to indemnify each other in case of failure of fulfillment of any of the provisions, formalities and documentation on part of them for their obligations as set out herein. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or society, 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 Said Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the Said Apartment is ready for use and occupancy.

7.3 Failure of Allottee to take Possession of Said Apartment:

Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Said Apartment 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 Said Apartment 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 and the Allottee shall have to make the payment of the final tranche out of the Sale Consideration that became payable upon the possession of the said Apartment being handed over by the Promoter to the Allottee as set out in clause 1(B) of this Agreement.

- 7.4 If within a period of five years from the date of handing over the Said Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Said Apartment or the Project in which the Said 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 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 and for all the damages that may have occurred due to any act or omission of the Allottee which otherwise could have been prevented.
8. The Allottee shall use the Said Apartment or any part thereof or permit the same to be used only for purpose of residence.
- 9.
- 9.1 The Allottee along with other allottee(s) of Said Apartment in the project shall join in forming and registering the Society or Association or a Company to be known by such name as the Promoter may decide for the purpose of operation and maintenance of the Common Areas and Common Facilities (hereinafter referred to as the "**Society**") and for this purpose also from time to time sign and execute me application for registration and/or

membership and the other papers and documents necessary for the formation and registration of the Society and for becoming a member including the bye-laws of the proposed Society and duly till in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes "or modifications- are 'made in. the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The Society may enter into a management contract with a maintenance agency for the up-to-date and professional operation and maintenance of the Common Areas and the Common Facilities in the Project and the Allottee shall adhere with the same and make the timely payment of the maintenance charges and deposits which shall be subject to escalation from time to time.

- 9.2 Within 15 days after notice in writing is given by the Promoter to the Allottee that the said 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 said Apartment) of outgoings in respect of the undivided proportionate share in 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/or the common areas building/s. Until the Society, 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. 1000/- (Rupees

One Thousand) only per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until 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 Apartment 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.1000/- (Rupees One Thousand) only for meeting the 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. In the present transaction, the Promoter shall convey unto each Allottee in the Project the undivided proportionate share in the Project Land along with the sale of the said Apartment and therefore the need of conveying the Project Land in favor of the Society may not arise, However, in case the Project Land is required to be conveyed to the Society under the legal requirement or otherwise, then at the time of registration of conveyance or Lease of the land attributed to the Common Areas in the Project and the Common Facilities and structures developed on the Common Areas, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society on such conveyance or any document or instrument for such transfer.

12. 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 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 project 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 project 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, Project 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 Apartment 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 Apartment to the Allottee in the manner contemplated in this Agreement;
 - ix. Upon sale of all the Apartments in the Project, the Promoter shall hand over the operation and maintenance of the Common Areas and the Common Facilities in the Project to the Society along with all the necessary books of accounts including the maintenance deposits and charges lying in the said account;
 - 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 the execution and registration of the said Property in favor of the Purchaser or upon the possession of the said Premises being handed over to the Allottee (whichever is earlier);
 - 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.
13. The Allottee hereby covenants with the Promoter as follows: -
- i. To maintain the Said Property at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Said Property is taken on regular intervals, get inspected by the government / concerned local authority approved civil / structural engineer and get repairing the civil work as per his instructions and maintain the Said Apartment in the same condition, state and order in which it shall be delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Project in which the Said Apartment is situated which may

be against the rules, regulations or bye-laws or change/alter or make addition in or to the project in which the Said Apartment is situated and the Said Apartment itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the Said Apartment any goods, which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the project in which the Said Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the project in which the Said Apartment is situated including entrances of the Project in which the Said Apartment is situated and in case any damage is caused to the Project in which the Said Apartment is situated or the Said Apartment 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 Apartment and maintain the Said Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the project in which the Said Apartment is situated or the Said Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme &

Balcony color, balcony Railings, external façade, architectural projections, modify the height & Design of the balcony and wash railings of the project in which the Said Apartment is situated and shall Keep the portion, sewers, drains and pipes in the Said 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 project in which the Said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Said Apartment without the prior written permission of the Promoter and/or the Society.

- v. The name of the Project shall always be known as **“SHIVAM BHAGIRATH”**, and this name shall not be changed at any time, in any circumstances and in any manner whatsoever.
- vi. 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 project in which the Said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Apartment in the compound or any portion of the Project Land and the Project in which the Said Apartment is situated.
- viii. 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 project in which the Said Apartment is situated.
- ix. 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

Said Apartment by the Allottee for any purposes other than for purpose for which it is sold.

- x. 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 Said Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and a prior written approval of the Society is taken in advance.
- xi. The Allottee shall observe and perform all the rules and regulations which the Society 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 Project and the Said Apartment therein and for the observance and performance of the Project 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 regarding the occupancy and use of the Said Apartment in the Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- 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 said Project or any part thereof to view and examine the state and condition thereof.
- xiii. The allottee shall place the outdoor units of air conditioners at the specific spaces instructed / shown by the promoter/society. (specifically not in Common areas of the project).
- xiv. The Allottee shall use the parking as per the allotment pattern of the project. The Parking layout plan of ground floor parking shall be prepared by Engineer of the project as per their best knowledge and practicality and shall be

finalized by Promoter. The Allottee shall abide for the use of the parking space as per the parking layout plan with co-operation with other allottees of the project for the sake of the convenience. And he shall use the parking spaces for parking purpose only.

- xv. The Allottee shall not make any kind of modification in the line of electric connection as well as water and drainage line of the Shivam Bhagirath; and, if the Allottee will make such kind of modification without prior written permission of the service society/promoter, he/she/they/it shall be liable to pay requisite penalty as decided by the service society.
- xvi. The Allottee knows, confirms and agrees with that the promoter shall be entitled to allot / sale the part of the open terrace admeasuring net area admeasuring 50 square meters to the allottee of apartment no. 501 of the project as an exclusive open terrace.
- xvii. The Promoter shall be in absolute control of the said Shivam Bhagirath project as well as all the unsold units in the said Project till the Promoter has duly completed the sale of each unit in the said Project and has handed over the operation and management of the said Project to the Society. The Promoter shall not be liable to pay amount of maintenance deposit and maintenance charges to the Society in respect of unsold units until they are sold to prospective Allottee.
- xviii. From the date of execution of conveyance deed in favour of the allottee, the Allottee shall bear and pay regularly and discharge all the existing and future levies, rates, taxes, cesses, charges, assessments, all other impositions whatsoever created, levied, charged or imposed by AMC, Gram Panchayat, Taluka Panchayat or Nagarpalika, State and Central Governments, or any Local or any other Authorities upon the Said Property and upon the undivided pro-rata share in common spaces.

- xix. From the date of execution of conveyance deed in favour of the allottee, The Allottee shall be liable to pay/deposit proportionate amount of water tax, land revenue, electricity charges etc. to the Society for the better administration of the said Project. The Allottee shall not take any objection in future if the amount of above charges increased or decreased in any manner whatsoever.
- xx. From the date of execution of conveyance deed in favour of the allottee, If the Allottee fails to pay/deposit any amount of maintenance deposit, maintenance charges or any other amount mentioned in clause no.13 (xix), in that event the Society will pay such due amount on behalf of the Allottee and thereafter shall recover the same from the Allottee together with the penal interest thereon and shall take legal action against Allottee for the recovery of such amount. The Society shall also be entitled to discontinue all the common services, amenities and facilities (such as water connection, drainage connection etc.) within the said Project until the recovery of the dues of the Allottee in respect of the Said Property. The Allottee shall be responsible for the consequences, expenses and cost occurs for such recovery.
- xxi. The Allottee shall use the Said Property for the earmarked Residential purposes only and not for any other purpose whatsoever and shall not use. The Allottee shall not do or permit to be done in the conduct of or upon the Said Property, or upon the common spaces of "Shivam Bhagirath", anything whatsoever which may be socially undesirable, or which may be or may become a nuisance or create harm, danger, risk, hazard or annoyance to or in any way interfere with the quiet or comfort of the other members in the whole building of Society. The Allottee shall not carry out any offensive or prohibitive activities or business on the Said Property or in any part of the Said Land.
- xxii. The Allottee undertake to indemnify and keep Society indemnified of all risk, danger and/or harm arising out of

the conduct and activities of the Allottee and ensures availability and validity of all necessary permissions, licenses, necessary to be obtained in respect of the activities of the Allottee.

xxiii. The Allottee shall not undertake any works which involve modification, alteration or renovation in the Said Property at any time without having the express written permission is obtained from the Promoter and/or the Society as well as from the relevant authority.

xxiv. The Allottee shall not put or cause to be put any debris/construction material and/or any house hold goods, furniture / furniture material or any other goods upon the common spaces of the Project and upon the other adjoining units of the Project. The Allottee shall not create any encroachment on common areas / spaces.

xxv. The Allottee hereby specifically agree that the Promoter is entitled to sale other units of the Shivam Bhagirath to any other person(s) and the Promoter is also free and shall be entitled to enter into agreement and other communications with such other persons of the Project for other units on such or additional, modified terms and conditions as the Promoter may at its own discretion decide. The Allottee shall not has any reservations or objections to such decisions / actions as the Promoter may decide to execute with such other person(s)

xxvi. In case the Said Property or any part thereof shall at any time be damaged or destroyed or rendered uninhabitable or any casualties taken place by fire, riot, civil commotion, lightening, flood, earth-quake, cyclone, war, explosion, army, violence, accident or any act of God or accidental injury or death caused, the Promoter or the Society shall not be liable or responsible in any manner whatsoever and the Allottee shall have to undertake such damages himself and to borne expenses, if occurs from such event. The Allottee further covenants that he/she/they shall not make

any dispute or claim or action against the Promoter and/or the Society for such events.

14. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver such other 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. The Parties further agree that this Agreement has been executed subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 as may be applicable to both the Parties and that the Parties shall comply with their respective obligations as set out in the said Act

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 Apartment and Project or any part thereof. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him together with the undivided proportionate share in the Common Areas of the Project Land along with the rights to use the Common Facilities. .

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 said Apartment Said

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 Said Apartment.

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 needed. 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 after deducting an amount equivalent to 10% as the forfeiture amount for cancellation of this transaction due to default on part of the Allottee.

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 Apartment/project as the case may be.

20. RIGHT TO AMEND

This Agreement may only be amended through written consent of both 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 and/or occupiers of the Said Apartment, in case of a transfer, as the said obligations go along with the Said Apartment 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

The Promoter has, allotted said Apartment in the Project, and it is hereby agreed that 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 total area comprising of Carpet area, balcony area and wash area of the Said Apartment to the total area comprising of Carpet area, balcony area and wash area of all the Apartments in the Project.

24. The Promoter shall present this Agreement as well as the Conveyance Deed at the proper sub registrar office for registration within the time limit prescribed by the Registration Act and the Promoter will duly attend such office and admit execution thereof through its authorized representative as may be duly authorized.
25. 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:

PROMOTER:

M/s. Shivam Corp

6, Panchvati Society, Jayhind Cross Roads, Maninagar,
Ahmedabad-382405.

Notified Email ID: shivamcorp18@gmail.com

ALLOTTEE:

Name of Allottee

Allottee's Address

Notified Email ID:

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.

26. **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.

27. STAMP DUTY AND REGISTRATION

The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

28. 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.

29. 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 Ahmedabad courts will have the jurisdiction for this Agreement.

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

FIRST SCHEDULE ABOVE REFERRED TO

All that 470.00 square meters of nonagricultural land for residential purpose being Subplot No.(Hissa No.) 1 of F.P.No.148/5 of T.P.S.No.4 (Maninagar), City Survey No. 7601 & 7602, lying and being at village: Rajpur Hirpur, Taluka: Maninagar, Registration Sub-District Ahmedabad-7 & Dist: Ahmedabad. (As per AMC TP-4 (Manipur Second Veried)records: Subplot No. 1 of F.P. No. 148/4/2, Land area: 464.00 square meters) which is bounded as under-

East : Panchsheel Apartments
West : 6.09 Mtr. wide T.P.S. Road & 5-B Panchvati Society
North : 9.14 Mtr. wide T.P.S. Road
South : Nishith Apartments & 5-B Panchvati Society

SECOND SCHEDULE ABOVE REFERRED TO

Common underground water tank with pump, Percolating Well, 1 (One) Passenger Lift.

SIGNED AND DELIVERED BY THE	)	
WITHIN NAMED - PROMOTER /	)	
VENDOR	)	
M/s. SHIVAM CORP	)	
represented through its	)	
designated partners	)	
(i) MR.KISHOR Z. PANSURIYA		
(ii) MR.SANJAY KASWALA		

IN THE PRESENCE OF WITNESSES:

1. _____
Name :

2. _____
Name :

SCHEDULE 'A'
DESCRIPTION OF THE SAID PROPERTY

All that property being Residential Apartment No. _____ on _____ floor having Carpet Area admeasuring _____ Square Meters, Balcony of Hall admeasuring _____ Square Meters, Balcony of bedroom admeasuring _____ Square Meters, **(if applicable)**, Wash admeasuring _____ Square Meters And exclusive Open Terrance area admeasuring _____ Square Meters **(if applicable)** along with proportionate undivided Land Share in project Land of _____ Square Meters ("Land Undivided Share") and undivided rights in the Common Areas and Common Facilities as well as the rights to use the said Common Facilities with all the other Allottee in the Project known as 'Shivam Bhagirath' on all that 470.00 square meters of nonagricultural land for residential purpose being Subplot No.(Hissa No.) 1 of F.P.No.148/5 of T.P.S.No.4 (Maninagar), City Survey No. 7601 & 7602, lying and being at village: Rajpur Hirpur, Taluka: Maninagar, Registration Sub-District Ahmedabad-7 & Dist: Ahmedabad. (As per AMC TP-4 (Manipur Second Veried)records: Subplot No. 1 of F.P. No. 148/4/2, Land Area: 464.00 square meters) and said Apartment no. _____ is bounded as under-

- 31 -

East :
West :
North :
South :

SCHEDULE 'B'
FLOOR PLAN OF THE SAID APARTMENT

ANNEXURE -A

(Authenticated copies of the LAYOUT, BUILDING & CC OF THE SAID APARTMENT)

ANNEXURE — B

Specifications:

- Structure :** RCC frame structure with brick masonry walls
- Plaster :** Exterior plaster with rustic texture with acrylic paint and interior mala plaster with putty finish.
- Flooring :** Vitrified tiles in each and every room and kitchen, rustic tiles in veranda and balcony.
- Kitchen :** Mirror polished granite platform with S. S. sink & Ceramic tiles dado up to lintel level.
- Toilets :** Colour glazed tiles dado up to lintel level, premium quality C.P. fittings & sanitary ware with U.P.V.C. plumbing & Geyser point.
- Doors&Windows:** Decorative Laminated main door and all other laminated flush/wooden doors with premium quality locks, powder coated aluminum section or UPVC windows with float glass.
- Electrification :** Adequate points for AC, TV, fridge, Geyser, Water Purifier, Washing Machine etc with modular switches & concealed wiring with MCB and ELCB.
- Terrace :** China mosaic with water proofing treatment.

SCHEDULE

UNDER THE PROVISIONS OF U/S 32(A) OF REGISTRATION ACT

VENDOR

PROMOTER - VENDOR

M/s. SHIVAM CORP

represented through its
designated partners

(I) MR. KISHOR Z. PANSURIYA

(II) MR. SANJAY D. KASWALA

ALLOTTEE - PURCHASER

1. _____
(NAME)

2. _____
(NAME)