

AGREEMENT FOR SALE

This Agreement for Sale made at Ahmedabad this _____ day of _____ in the year Two Thousand Nineteen, between :

Promoter / Vendor	M/S. SIDDHIVINAYAK ASSOCIATES
/ Developer	a Partnership Firm
Party of The	PAN : _____
First Part	Having office address at : Ambar Bungalow, Commerce College Road, Xavier’s College Corner, Navrangpura, Ahmedabad–380009 through its Partners; (1) Shri Maheshkumar Dharamchand Sanghavi Age : Adult, Occupation : Business, (2) Shri Siddhartha Maheshkumar Sanghavi Age : Adult, Occupation : Business,

Hereinafter called “THE PROMOTER /
VENDOR” and/or “The Developer and
Builder” (which expression shall, unless it

be repugnant to the context or meaning thereof be deemed to mean and include the said Vendor and it's Successors and assigns) of the First PART/ THE PARTY OF THE First PART.

Allottee/ Purchaser/ _____

PARTY OF THE **PAN No :** _____

SECOND PART Age :_____, Hindu, Occupation : _____

Residing at : _____

_____.

Hereinafter called “THE ALLOTTEE / PURCHASER” (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include the said Purchaser and each of his/her/their/it's heirs, executors, administrators and assigns) of the SECOND PART/ THE PARTY OF THE SECOND PART.

WHEREAS :

The Promoter / Developer / Builder absolutely owns and is possessed of and otherwise well and sufficiently entitled to all that piece and parcel of N.A. land situated, lying and being at Mouje : Changispur, Taluka : Sabarmati, District : Ahmedabad bearing Town Planning Scheme Ahmedabad No. 20 of (Gulbai Tekara) and Final Plot No.70 admeasuring 690 sq.mts. [Allotted in lieu of Original Plot No. 36 (Proposed Final Plot No. 53) paiki Sub-Plot No. 1/A admeasuring 826 sq.yds. i.e. 690 sq.mts. (Plot Area) of Revenue Survey Nos. 58+59 paiki as per Form “B”] and as per

Gulbai Tekara Ward, City Survey Records bearing City Survey No. 324 admeasuring 690 sq.mts., Gulbai Tekara Ward, City Survey Records bearing City Survey No. 324 admeasuring 690 sq.mts. in the Registration District, Ahmedabad and Sub-District, Ahmedabad- 3 (Memnagar, which is more particularly described in the Schedule - A hereunder written. (Hereinafter referred to as the “Said Land”),

AND WHEREAS, said N.A. land situated, lying and being at Mouje : Changispur, Taluka : Sabarmati, District : Ahmedabad bearing Town Planning Scheme Ahmedabad No. 20 of (Gulbai Tekara) and Final Plot No. 70 admeasuring 690 sq.mts. [Allotted in lieu of Original Plot No. 36 (Proposed Final Plot No. 53) paiki Sub-Plot No. 1/A admeasuring 826 sq.yds. i.e. 690 sq.mts. (Plot Area) of Revenue Survey Nos. 58+59 paiki as per Form “B”] and as per Gulbai Tekara Ward, City Survey Records bearing City Survey No. 324 admeasuring 690 sq.mts was duly purchased by Promoter / Vendor / Developer from (I) Shri Ajaybhai Jagubhai Patel (II) Pratima Ajaybhai Patel (III) Shaunak Ajaykumar Patel and (IV) Deepali Nikesh Patel and D/o. Ajaybhai Patel. a Deed of Conveyance, under Serial No. 4386 dated 14-05-2019, and the entry to that effect was also entered in the revenue records of mutation entry book viz. village form No. 6, under Serial No. _____dated _____ duly certified by the concerned revenue authority on _____.

AND WHEREAS, the Non-Agricultural Permission of the said piece of land has been duly sanctioned by Competent Authority vide its Order No. L.N.D.P./2578 dated 8-3-1960 as per Village Form No. 2 issued by Talati, Mouje Changispur, Taluka : City, Dist. Ahmedabad.

AND WHEREAS, Plan and Permission was approved and granted by Ahmedabad Municipal Corporation vide its Rajachitthi No. 02014/270219/A1981/RO/M1 dated 15-06-2019 issued by Asst. Town Development Officer, Ahmedabad Municipal Corporation, Ahmedabad.

AND WHEREAS the Promoter has proposed to construct on the project land the commercial accommodations, evolved a Commercial Scheme described as **“MANOR MAXX”** (One building/wing, total **13** Commercial Shop / Office Units [**Parking in First** Cellar and **Parking in Second** Cellar, **4** Shop on Ground Floor, **2** Shop on First Floor, **2** Shop on Second Floor, **1** Office on Third Floor, **1** Office on Forth Floor, **1** Office on Fifth Floor, **1** Office on Sixth Floor, **1** Office on Seventh Floor, the details and specifications whereof are given in **Annexure “A”** attached herewith. (Hereinafter may also for short be described as “Project or Scheme”)

AND WHEREAS the Promoter is entitled and enjoined upon to construct building on the project land;

AND WHEREAS the Vendor/Original Owner/Promoter is in possession of the project land.

AND WHEREAS the Allottee is offered a **Shop/Office No.**_____, on the ____th **Floor**, in a scheme of **“MANOR MAXX”**. (herein after referred to as the said “Unit”) in the Building called **“MANOR MAXX”** (herein after referred to as the said “Building”) being constructed in the said project, by the Promoter.

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at

RERA REG No. _____ dated _____ authenticated copy is attached in **Annexure 'B'**

AND WHEREAS by virtue of the Deed of Conveyance the Promoter has sole and exclusive right to sell the Unit in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Units to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects **Mr. Amitkumar Bharwad.** (Arch./Engg.No.ER1127290821) and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under and the Allottee is satisfied in respect of the same;

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

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

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

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

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

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

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

AND WHEREAS the Allottee has applied to the Promoter for allotment of **Shop/Office No.**_____, on the _____th **Floor**, in a scheme of **“MANOR MAXX”** being constructed in the said Project

more particularly described here in under at Second Schedule and referred to as “Scheduled Property” or “Said Unit”

AND WHEREAS the carpet area of the said **Office/Shop** is admeasuring _____ square meters and "carpet area" means the net usable floor area of an Unit, excluding the area covered by the external walls, areas under services shafts, includes the area covered by the internal partition walls of the Unit.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of **Rs.**_____-/- **(Rupees _____ Only)** Out of Total consideration of Shop/Office as mentioned under :

Rs.	Bank	Date	Cheque No.
Rs._____-/-	_____ Bank		

being part payment of the sale consideration of the **Office/Shop** agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Unit with

the Allottee, being in fact these presents and also to register said Agreement under the Registration Act. 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Scheduled Property and the garage/covered parking (if applicable)

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

1. The Promoter shall construct the said building/s consisting of First Celler Parking and Second Celler Parking, and Ground Floor + First to Seventh 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 Unit 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 to the Allottee, **Shop/Office No.**_____,on ____th Floor, admeasuring _____ sq.mts. (Carpet Area) togetherwith undivided proportionate land share admeasuring _____ sq.mts. and undivided proportionate share in common built-up area (hereinafter referred to as "the Unit") for the consideration of **Rs.**_____/ - (**Rupees** _____

Only) including 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 Unit including the proportionate price of the common areas and facilities and parking spaces should be shown separately) as mentioned under :

(i)	Shop/Office No. _____, on _____th Floor, admeasuring _____ sq.mts. (Carpet Area), in the a scheme known as “MANOR MAXX” .	Consideration of Rs._____/-
	The total aggregate consideration amount for the said Unit mentioned herein above from clause I a (i) is thus Rs. _____/-(including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities)	

I (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** _____ **only**) in the following manner :-

1. Amount of **Rs.**_____/-(**Rupees** _____ **only**) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.
2. Amount of **Rs.**_____/-(**Rupees** _____ **only**) (not exceeding 45% of the total consideration) to he paid to

the Promoter on completion of the Plinth of the building or wing in which the said Unit is located.

3. Amount of **Rs.**_____/**-(Rupees** _____
only) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Unit is located.

4. Amount of **Rs.**_____/**-(Rupees** _____
only) (not exceeding 75% of the total consideration i to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Unit.

5. Amount of **Rs.**_____/**-(Rupees** _____
only) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Unit.

6. Amount of **Rs.**_____/**-(Rupees** _____
only) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external piaster, elevation, terraces with waterproofing, of the building or wing in which the said Unit is located.

7. Amount of **Rs.**_____/**-(Rupees** _____
only) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fillings, 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 Unit is located.

Balance Amount of **Rs.**_____/**-(Rupees** _____
only) against and at the time of handing over of the possession of the Unit to the Allottee on or after receipt of occupancy certificate or completion certificate.

Disclosers:

1. Cancellation Charges/Liquidated Damages : 10% @ Cost Paid or Rs._____-/- whichever is higher will be charged in case of cancellation by Allottee or by Promoter on default by Allottee.
2. Charges like Power suppliers charges, development charges, AMC charges, stamp duty, Registration charges, legal charges, VAT, GST, legal charges or any other govt. charges etc. shall be payable as actual & in case of any upward revision from concern authorities in future, the same would be recovered on pro rata basis. If Govt. impose new Taxes or promoter found holder's responsibly for any govt. taxes other than mentioned here, during or before completion of project, same will be recover from the unit holder on actual basis. All charges once levied shall be Non-refundable in any event.
3. Installment of payment must be done within a 7 days within date of demand. Interest of State Bank of India MCLR Rate plus 2%, per annum will be charged for late payment. Bank loan disbursement will be member's liability.
4. Membershas to take possession within 30 days from the date of issuance of intimation about possession.

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

1(e) The total price is escalation-free, save and except escalations/increases, due to increase on account of development

charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments Interest at the rate of State Bank of India MCLR Rate plus 2%, per annum for the period by which the respective installment has been proponed. 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 3%. 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 State Bank of India MCLR Rate plus 2%, per annum from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments

shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Unit to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Unit.

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 Unit to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be.

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

3 The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is **1242.00** square meters only and Promoter has planned to utilize Floor Space Index Of **1863.00** square meters 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 1836.82 square meters as proposed to be utilized by him on the project land in the said Project and Allottees has agreed to purchase the said Unit based on the proposed construction and sale of Shop/Office to be carried out by the Promoter by utilizing the proposed FSI with the understanding that the “declared” proposed FSI Shall belong to promoter only “

- 4 If the Promoter fails to abide by the time schedule for completing the project and handing over the Unit to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest at the rate State Bank of India MCLR Rate plus 2%, 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 State Bank of India MCLR Rate plus 2%, 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.
- 5 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 his own option, may terminate this Agreement:

- 6 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.
- 7 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 i.e. 30 % or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Unit which may till then have been paid by the Allottee to the Promoter.
- 8 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 Unit as are set out in Annexure 'C', annexed hereto.
- 9 The Promoter shall give possession of the Unit to the Allottee on or before day of 31/03/ 2022. If the Promoter fails or neglects to give possession of the Unit 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 Unit 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.

10 Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Unit on the aforesaid date, if the completion of building in which the Unit 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.

11 **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 Unit, 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 Unit to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

- 12 The Allottee shall take possession of the Unit within 15 days of the written notice from the promoter to the Allottee intimating that the said Units are ready for use and occupancy:
- 13 **Failure of Allottee to take Possession of Unit :** Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Unit 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 Unit 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.
- 14 If within a period of five years from the date of handing over the Unit to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Unit or the building in which the Unit is 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.
- 15 The Allottee shall use the Unit or any part thereof or permit the same to be used only for purpose of commercial. Allottee shall use the garage or parking space only for purpose of

Keeping or parking vehicle. The Allottee shall use the Scheduled Property or any part thereof or permit the same to be used only for purpose to run its business activities, in case of Shop and to be used only for residential purpose in case of Apartment. He shall use parking space only for purpose of keeping or parking vehicle. It is clarify that parking space for residential and commercial units will be demarcated and allotted on separate basis, accordingly allottee of the Apartment and Shop shall have to use such specific parking area exclusively without having any right to use or utilize parking area of each other for any reasons.

- 16 The Allottee along with other allottee(s)s of Units 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.

- 17 The Allottee shall pay to the Promoter a sum of **Rs.15,000/-** for meeting an 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.
- 18 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 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 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.
- 19 The Promoter has declared and announced their scheme by issuing brochures and pamphlets and publishing in other manners. It has been agreed that if anything agreed upon as recorded herein is inconsistent with what has been advertised as aforesaid, what is agreed upon herein shall prevail.
- 20 It has been agreed that if any changes, modifications or alterations are effected by the Promoter in the scheme in general or in particular with respect to any part thereof which may have effect upon the terms and conditions

contained herein or with respect to rights or obligations of the Allottee, such changes or modifications or alterations shall be binding upon the Allottee and to that extent the terms and conditions, rights and obligations of the Allottee under this Agreement shall stand modified or changed or altered. PROVIDED HOWEVER, such change, modification or alteration shall not prejudicially affect the right of the Allottee with respect to the Scheduled Property.

- 21 Notwithstanding other provisions herein, any arrangement that may be worked out by the Promoter for or in the matter of maintenance of the common amenities, facilities and services of the Complex, to hold and use Common Maintenance Fund, the rules and regulations regarding use, occupation and enjoyment of common amenities, facilities and services, and other matters and things of common interest shall be binding upon the Allottee herein and other acquirers of the premises in the scheme.
- 22 The Promoter shall have full power and absolute authority to allot any of the premises, or any part of the project including parking area, basement parking area, parking, common amenities, terrace, passages, open margin land, and everything described hereinabove as the Promoter may deem fit and proper. The same shall be binding upon the Allottee and the Allottee shall not have any power or authority to dispute, challenge or take objection for the same.
- 23 The Allottee shall obtain receipt for all the amounts that may be paid under the agreement to the Promoter. No claim for any payment shall be valid, save and except in respect of which the Allottee has obtained such receipts.

24 The Allottee of the Scheduled Property shall not use or permit to be used the common passages, stairs, staircases, or any other open areas, spaces, margin lands, etc. for waiting area, for personal functions, storage or keeping any articles or things or in any other manner.

25 <Removed>

- 26 The transaction covered by this agreement at present is not understood to be eligible to tax under any direct or indirect tax laws or similar other laws. If however, by reason of interpretation or any amendment to the constitution or enactment or amendment of any other law, Central or State, this transaction is held to be eligible to tax including but not limited to service tax, VAT, GST, works contract tax etc either as a whole or in part or any inputs of materials or equipments used or supplied in execution of or in connection with this transaction are eligible to tax, the same shall be payable by the Allottee on demand at any time.
- 27 The Scheduled Property at the option and discretion of the Promoter will be made available as member and share holder of the Maintenance Entity or by such other conveyance deed as may be advised by the legal advisors to the scheme. The Promoter has informed the Allottee that the Maintenance Entity may finally hold the common amenities, facilities, services, common infrastructure and common open areas (Hereinafter referred to as the "***Said Amenities***"). The Allottee shall be required to become member of the Maintenance Entity and shall be bound by the arrangement that may be worked out to manage, maintain, monitor, replace up-grade, etc., the said amenities by the Promoter shall be binding upon the Maintenance Entity and the Allottee in the scheme.
- 28 The scheme shall always be known as "**MANOR MAXX**" and this name shall not be changed in any circumstances. However, the Promoter may change this name or give any other names to different wings.

- 29 So long as the Scheduled Property shall not be separately assessed for Ahmedabad Municipal Corporation or any other authority, water rates, electricity bills, and any other outgoing, the Allottee shall pay to the Promoter such amount as may be fixed by it from time to time, in advance towards the same. After the premises in the buildings are separately assessed, the balance amount will be refunded to or deficiency will be recovered from the respective Allottee by the Promoter. The decision of the Promoter in all matters relating to the same shall be final and binding upon the Allottee.
- 30 The Allottee hereby agrees that in the event if any amount due to the Ahmedabad Municipal Corporation, the State Government or other public authority like betterment charges or development taxes or payment of similar and/or any other nature becoming payable by the Promoter, the same shall be reimbursed by the Allottee as may be fixed by the Promoter.
- 31 The Allottee shall maintain at his/her/its cost the Scheduled Property in the same good condition, state and order in which it is delivered to him and shall abide by the Rules and Regulations of the Government, Ahmedabad Municipal Corporation, Nagar Panchayat, District Panchayat and Torrent Power Limited, local bodies and other authorities and shall attend, answer and be responsible for all actions.
- 32 It is hereby agreed that the Allottee shall not put any Board on the Scheduled Property or any part of the building/s without prior written consent of the Promoter. The place, colors and size of the Board/signage shall be decided by the Promoter.

33 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER / VENDOR / DEVELOPER.

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 litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- iv. 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;
- v. 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;

- vi. 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 Unit which will, in any manner, affect the rights of Allottee under this Agreement;
 - vii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement;
 - viii. 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;
 - ix. 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;
 - x. 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.
- 34 The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Unit may come, hereby covenants with the Promoter as follow :

- i. If Allottee wish to avail any financial assistance/loan from any financial institution / Bank for the payment of the gross unit cost or any part thereof in respect of Scheduled Property in such an event Allottee shall ensure that, such financial institution/ Bank, from which financial assistance/loan is availed, shall make timely payment as per the termswithout any demur and delay. It is the sole responsibility of the Allottee, to get the disbursement of the schedule payment from, such financial institution/Bank. Also Allottee shall give the authority letter/consent letter to the Promoter, authorizing the Promoter to withdraw the loan amount or part thereof in accordance, directly from the said financial institution/Bank also cause and instruct financial institute/Bank to disburse in favour of the Promoter of Third Schedule.
- ii. To maintain the Scheduled Property at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Scheduled Property t is taken and shall not do or suffer to be done anything in or to the building in which the Scheduled Property is situated whichmay be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Scheduled Property is situated and the Scheduled Property itself or any part thereof without the consent of the local authorities and Society or Association of the building/project or Promoters as the case may be.
- iii. The Allottee shall not let, sub-Jet, transfer, assign or partwith interest or benefit factor of this Shop/Apartment or part with the possession of the Shop/Apartment until all the dues payable by the

Allottee to the Promoter under this Agreement are fully paid up.

- iv. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Scheduled Property and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Shop/Apartment 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
- v. To maintain the Unit at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the Unit 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 Unit is situated and the Unit itself or any part thereof without the consent of the local authorities, if required.
- vi. Not to store in the Unit 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 Unit 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 Unit is situated, including entrances of the building in which the Unit is situated and in case any damage is caused to the building in which the Unit is situated or the Unit on account of

negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- vii. To carry out at his own cost all internal repairs to the said Unit and maintain the Unit 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 Unit is situated or the Unit 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.
- viii. Not to demolish or cause to be demolished the Unit 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 Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the Unit 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 Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC. Parris or other structural members in the Unit without the prior written permission of the Promoter and/or the Society or the Limited Company.
- ix. 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 Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

- x. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the project land and the building in which the Unit is situated.
- xi. 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 Unit is situated.
- xii. 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 Unit by the Allottee for any purposes other than for purpose for which it is sold.
- xiii. 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 Unit until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- xiv. 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 Units therein and for the observance and performance of the Building Rules, Regulations and By-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 Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

- xv. 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.
- xvi. 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.
- xvii. If Allottee enter into any transaction with any Bank /Financial institution, to avail any loan or advance facilities. Promoter shall neither be responsible nor be held liable for any presentation and/or submission of any documents made by Allottee, in respect of such transaction in any event. Allottee shall indemnify the Promoter for all the damages/losses in respect any dispute/complaint regarding such transaction.
- xviii. The Allottee hereby declares that he/she/it has read and/or, read over and explained to him/her/it, this agreement in Gujarati/local language and same is understood and agreed with each and every term of this Agreement before execution.
- xix. The Allottee hereby agrees with the Promoter and undertakes to pay amounts liable to be paid by the

Allottee under this Agreement and to observe and perform the covenants and conditions contained in this Agreement and to keep the Promoter indemnified against the said payments and observance and performance of the covenants and conditions contained herein except so far as the same ought to be observed by the Promoter.

- xx. The Allottee shall comply and follow all the covenants as mentioned in the Sale Deed or any other documents executed by Promoter herein with original owner of the Said Land.
 - xxi. The Allottee further confirm and agree that he/she/it shall have non exclusive and undivided right to use and utilize the amenities and facilities that are installed or erected over the land and specifically allowed to use by them, because it is clarified that allottee of commercial units and residential units will be provided with separate facilities and amenities including separate parking, separate common area, separate lifts, separate staircase etc. Accordingly allottee of commercial unit shall not allow to use facilities and amenities provided to allottee of Apartments even though same is sanctioned as common similarly allottee of Apartment shall not allow to use facilities and amenities exclusively provided to allottees of commercial units.
- 35 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.

- 36 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Units or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Unit 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.
- 37 **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**
After the Promoter executes this Agreement, Promoter shall not mortgage or create a charge on the Unit 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 Unit.
- 38 **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 of the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by me Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

39 ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the tenure 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 **Unit** as the case may be.

40 RIGHT TO AMEND

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

41 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 [Unit] in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

42 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.

43 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 and payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Unit to the total carpet area of all the [Units/Plots] in the Project.

44 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.

45 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 Ahmedabad 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 Ahmedabad. 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.

46 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:

Mrs. _____

Residing at : _____

M/S. SIDDHIVINAYAK ASSOCIATES, a Partnership Firm.

Having office address at : Ambar Bunglow, Commerce College Road, Xavier's College Corner, Navrangpura, Ahmedabad-380009 through its Administrative Partners,

(1) Shri Maheshkumar Dharamchand Sanghavi

(2) Shri Siddhartha Maheshkumar Sanghavi

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.

47 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.

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

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

50 GOVERNING LAW

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

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at

Ahmedabad in the presence of attesting witness, signing as such on the day first above written.

Annexure 'A'

Copy of Development / Construction Permission issued by AMC.

Annexure 'B'

Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at RERA REG No. _____ dated _____. Copy Attached herewith.

Annexure 'C'

Specifications:-

Structure : Earthquake resistant Structure.

Wall : Inside wall mala finish plaster and outside wall double coat sand face plaster.

Floorings : Vitrified tiles flooring.

Door & Windows: decorative wooden door for main entrance & wooden flush door with marble frames for other Rolling Shutter in Shops & Wooden door in Office for apartment.

Electrical : Concealed electrical wiring with adequate electrical points with ISI copper wire of standard distribution board.

Bathroom : Vitrified tiles flooring up to lintel level jaguar or equivalent s.s fittings.

Paints: All exterior walls with acrylic paint & interior wall with putty finish.

**First Schedule Above Referred to Description of the
land and all other details.**

ALL THAT N.A Land situated lying and being at Mouje : Changispur, Taluka : Sabarmati, District : Ahmedabad bearing Town Planning Scheme Ahmedabad No. 20 of (Gulbai Tekara) and Final Plot No. 70 admeasuring 690 sq.mts. [Allotted in lieu of

Original Plot No. 36 (Proposed Final Plot No. 53) paiki Sub-Plot No. 1/A admeasuring 826 sq.yds. i.e. 690 sq.mts. (Plot Area) of Revenue Survey Nos. 58+59 paiki as per Form “B”] and as per Gulbai Tekara Ward, City Survey Records bearing City Survey No. 324 admeasuring 690 sq.mts. in the Registration District, Ahmedabad and Sub-District, Ahmedabad - 3 (Memnagar).

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

All that **Shop/Office No.**_____, on _____th Floor, admeasuring _____ sq.mts. (Carpet Area) togetherwith undivided proportionate land share admeasuring _____ sq.mts. and undivided proportionate share in common built-up area, in a scheme known as **“MANOR MAXX”**.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED Promoter / Vendor / Developer :

M/S. SIDDHIVINAYAK ASSOCIATES,
a Partnership Firm through its
Administrative Partners,

(1) Shri Maheshkumar Dharamchand Sanghavi

(2) Shri Siddhartha Maheshkumar Sanghavi

At Ahmedabad on ____ - ____ -2019.

in the presence of WITNESSES :

1. Name : _____

Signature : _____

2. Name : _____

Signature : _____

SCHEDULE UNDER REGISTRATION ACT.SECTION 32-A

PROMOTER / VENDOR / DEVELOPER :

M/S. SIDDHIVINAYAK ASSOCIATES,

a Partnership Firm through its
Administrative Partners,

Signature	Photograph	Left Hand Thumb Impression
(1) Shri Maheshkumar Dharamchand Sanghavi		
(2) Shri Siddhartha Maheshkumar Sanghavi		

ALLOTTEE / PURCHASER :

Signature	Photograph	Left Hand Thumb Impression