

OFFICE/SHOP NO- _____

DRAFT WITHOUT PREJUDICE
AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT MADE AT Bharuch of this _____
day of _____, Two Thousand Twenty_____.

BETWEEN

FIRST PARTY :	Bhrugu Co-Op. Commercial Complex
VENDOR :	Housing Service Society Limited, a Society registered under Gujarat Co-Operative Societies Act under serial No.BRC/SA “Ha”/4379/08 on dated 17.7.2008 through its Secretary Secretary Shri Bharatsinh Ramsinh Solanki situated at 165/1, G.I.D.C. Baruch, Gujarat, PAN: AAEAP 2021 K Herein after referred to as “The First Party” or “Vendor” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the present and future office bearers, members, their legal representatives, executors and successors); of the First Party
SECOND PARTY:	Mr. _____
PROSPECTIVE:	Age: _____ years, Adult, Occupation: _____,

ACQUIRER:

PAN: _____

AADHAR NO- _____

Residing at _____.

hereinafter called “THE PROSPECTIVE ACQUIRER”, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include (in case of individual) his/her/their heirs, legal representatives, executors, successors and assigns;

AND

THIRD PARTY:
DEVELOPER:
CONFIRMING
PARTY:

M/s. Kaka Realities LLP,
through its Authorized Partner
Shri Chinmay Naresh Shah
Aged Adult, Occupation: Business,

having address at A-24, Jalvihar Society,
Opp. Ajanta Commercial, Near New
R.B.I., Ashram Road, Ahmedabad
PAN: AASFK 4470 E

hereinafter called “Third Party” or
“Developer” or “Confirming Party”,
(which expression shall unless it be
repugnant to the context or meaning
thereof be deemed to include Third Party
and its present and future Partners, their
heirs, administrators, authorized signatories
and assigns) of the Third Party.

Unless otherwise specifically stated in this Agreement, any singular term or reference shall include plural and vice versa, masculine gender shall include feminine or neutral gender or vice versa.

WHEREAS the First Party is the owner and occupier of leasehold land bearing Plot No.165/1 at Bharuch Industrial Estate (G.I.D.C.) admeasuring 4363.92 Sq. Meters (Old area admeasuring 5147 Sq. Meters) situate, lying and being at Mouje Bholav, Taluka: Bharuch in the Registration District and Sub-District of Bharuch [hereinafter referred to as "the said land"].

The said land was converted from Industrial Plot to Commercial Plot by GIDC by its letter No.GIDC/RM/ANK/ALT/3971 dated 28.7.2005 subject to certain terms and conditions. On fulfillment of terms and conditions GIDC transferred the said Plot No.165/1 for Commercial Use with effect from 2.9.2005 by its Office Order No.GIDC/RM/ANK/ALT/5582 dated 7.9.2005.

Thereafter permission for construction of Commercial Units on said land is granted by GIDC by its letter NO/GIDC/EE/BRH/PB-I/1514 dated 30.07.2016. Thereafter due to certain circumstances the layout plan sanctioned for the scheme has come under revision. The revised plan has been approved by GIDC through its order GIDC/EE/CD/Dahej-II/1457 dated 29.08.2018. Thereafter, the GIDC by its letter GIDC/XEN/CD/PB/Bharuch/002314 dated 31.10.2021 granted revised permission for construction for the said Commercial Units. The copy of the same is being made available to the Prospective Acquirer in "SCHEDULE-C"

The First Party entered into Development Agreement with Third Party. In the said Development Agreement JHH Infracon LLP has signed as Confirming Party and released its legal rights in favour of Third Party / Developer i.e. M/s.Kaka Realities LLP.

Thereafter, the First Party entered into a Registered Development Agreement with the Third Party, registered under Serial No.12250 dated 20.12.2021 before the Sub-registrar of Bharuch.

The Developer have started construction of the scheme as approved by the Competent Authority.

Thereafter, the Developer have decided to put up a scheme of Commercial units on the said land in the name and style of “Alpha Arcades”. The Developer has registered this project under the provisions of the Real Estate [Regulation and Development] Act, 2016 having Registration No. PR/ GJ/ BHARUCH/ BHARUCH/ others/ CAA01383/ 220118 on dated 22.01.2018 with the Real Estate Regulatory Authority, Gujarat State [Gandhinagar].

Thereafter, the Developer had made an application for extension and the same was approved by the RERA authority and granted revised Registration No. PR/ GJ/ BHARUCH/ BHARUCH/ Others/ CAA01383/ EX/ 1230821 dated 23.08.2021.

AND WHEREAS the Developer 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 of the Project 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 of “the scheme”.

AND WHEREAS it is agreed and understood between the parties to this agreement that the First Party will execute the Conveyance Deed and convey the Leasehold Rights of the Undivided proportionate share of the said land and the Third Party shall convey the ownership rights of the said Unit.

COVENANTS AND DECLARATION BY DEVELOPER:

1. The Third Party herein states that the entire Project/Scheme will be completed on dated 30.09.2022 except for the reasons beyond control such as natural calamity, fire, earth-quake, flood, riots, war, etc. or unavailability of material and labor and other force majeure conditions described in this agreement.
2. On Completion of the project the Developer shall obtain Completion Certificate from the Competent Authority.
3. The Third Party shall pay all outgoing expenses (including Land Cost, Ground Rent, Municipal and other Local Taxes, maintenance charges, Water and Electricity Charges, Interest on mortgages loan and all other Liabilities which are related to the project) until it transfers Physical Possession of the unit alongwith undivided right of common infrastructure to the Prospective Acquirer.
4. The Bhругu Co-Op. Commercial Complex Housing Service Society Limited is an existing body and registered before the registrar of Co-Operative Society. The Third Party may form a new Service Society/ Maintenance Body envisaged under the Gujarat Co- Operative Societies Act, 1961, which shall be in the form of Co-operative Service Society/ Maintenance Body for the common object and purposes of the Project, and to run, operate, maintain, manage, deal with and attend to common amenities and facilities of Project. The Prospective Acquirer shall either join the Bhругu Co- Op. Commercial Complex Housing Service Society Limited or the Newly formed Co-operative Service Society/ Maintenance Body by purchasing necessary shares 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 becoming a member of the Co-operative Service Society/

Maintenance Body and duly fill in, sign and return to the Developer within seven days of the same being forwarded by the Developer to the Prospective Acquirer. All the rules, regulations and decisions of such Co-operative Service Society/ Maintenance Body will be binding to the Prospective Acquirer and Prospective Acquirer shall honor, observe, perform, do and act in accordance therewith. The Prospective Acquirer shall regularly pay the common expenses and maintenance charges every month as well as any lump sum amount or deposit as may be decided by the Co-operative Service Society/Maintenance Body for operation and maintenance of common facilities and amenities of the Project.

5. The Third Party herein shall be responsible for providing and maintaining all essential services till the taking over of the maintenance of the scheme by the Service Society or Maintenance Entity but the maintenance of the scheme shall be done by developer for a period of maximum two years from the date of Building Use Permission from Competent Authority and for that maintenance charges shall be paid by purchaser to developer in advance at the time of taking possession of the unit. After that period, developer will hand over the maintenance services to the service society or Maintenance entity and thereafter the developer will not be responsible for any maintenance of the scheme. The purchase unconditionally agrees for the same and in future the purchaser will not make any objection or dispute in this regard.
6. The Third Party will fix the maintenance charges worked out proportionately for the said unit and the purchaser will have to pay the same without taking any objection.
7. The Bhругu Co-Op. Commercial Complex Housing Service Society Limited may allot exclusive undivided right of a part of the common area adjoining to the unit in the said scheme. The Service

Society/Maintenance Entity will allot individual, independent usage right to such Unit Holders after collecting deposit amount as decided by the Service Society/Maintenance Entity. The said deposit amount will be used for the welfare of the Society. Thus, the other Unit Holders will have lesser burden towards maintenance charges and the maintenance of the said scheme will be done in a better way. The Prospective Acquirer agrees and confirms the said arrangement and in future the Prospective Acquirer will not make any dispute for the said arrangement or held the developer liable regarding the said arrangements.

8. The Third Party have prepared the Schedule of stage wise completion of the entire project in consultation with its Architects/ Engineers. The Developer is committed to complete the stage wise work of construction and development of the said scheme; however, the Developer shall not be held liable for breach of this condition due to any Force Majeure/ Act of God or reasons beyond its Control.
9. The proposed project shall be developed and completed by the Developer in accordance with the sanctioned Plans, Layout Plans and Specifications as approved by the Competent Authority, as per Schedule-C hereto and the scheme is verified by Prospective Acquirer through his/her/their Engineer and after complete satisfaction the Prospective Acquirer is agreed to purchase the said Unit.
10. If any major or Structural changes in the said Building/ Scheme are required, then as per guidance of Architect/ Structure engineer the same can be carried out by Developer and the Prospective Acquirer unconditionally agrees to the same.
11. The Third Party shall give possession of the Unit to the Prospective Acquirer on or before day of after the Building Use Permission has been obtained. If the Third Party fails or neglects to give possession

of the flat to the Prospective Acquirer by the extended completion date, then :

12.The Third Party agrees to pay to the Prospective Acquirer, who does not intend to withdraw from the project, interest at the rate of 9% per annum on all the amounts paid by the Prospective Acquirer, for every month of delay, till the handing over the possession or

- a. The Third Party agrees to refund to the Prospective Acquirer, who intends to withdraw from the project, (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Third Party) within a period of 30 days from the termination admitted by Third Party, or by mutual understanding the amounts already received by Third Party in respect of the Unit with simple interest at the rate of 9% per annum, from the date of the Third Party received the sum till the date the amounts and interest thereon is repaid. But if due to natural calamity like fire, earthquake, flood, riots, war etc. non-availability of material or labor or other force majeure conditions described in this agreement then under such circumstances the Third Party will not be liable for completion of the scheme in the same time and Second Party unconditionally agrees to the same.

AND WHEREAS on the basis of above declaration made by the Developer the Prospective Acquirer has desired to acquire for him Shop/Office No. _____ admeasuring about _____ Sq. Mts. [Carpet Area as per RERA] on _____ Floor in “_____” Wing; along with proportionate undivided right in land inclusive of internal roads, and common area in the scheme known as “Alpha Arcades” constructed on leasehold land bearing Plot No.165/1 at Bharuch Industrial Estate (G.I.D.C.) admeasuring 4363.92 Sq. Meters (Old area admeasuring 5147 Sq. Meters) situate, lying and being at Mouje Bholav, Taluka: Bharuch in

the Registration District and Sub-District of Bharuch. This Unit is more particularly described in the Schedule-B hereunder written (Hereinafter referred to as “THE SAID UNIT”).

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

1. The Prospective Acquirer has/have perused and explained to themselves the agreements, documents, papers and writings relating to the Said Lands. He/she/it/they has/have also made himself/herself/itself/themselves aware about the documents to be executed and the permissions to be obtained, the work thereof in progress. The Prospective Acquirer have also been given the plans and specifications of the Unit, the plans and specifications for construction of infrastructures and other particulars of the Scheme.
2. The “**Alpha Arcades**” Scheme will have the facilities which the Prospective Acquirer has/have seen and approved. The Prospective Acquirer has/have also agreed with Third Party that Third Party may make such Minor changes, additions, omissions, modifications or alterations in the scheme as may be required to be done by the Government or any other concerned authorities which Third Party may consider desirable for the improvement of scheme and this shall operate as an irrevocable consent of the Prospective Acquirer for making such changes, additions, omissions, modifications or alterations. However, any major changes/deviations in the scheme shall be carried out with a consent of 2/3rd of the members. In any case the members shall be kept informed/updated about the changes in the scheme. The List of common amenities/facilities is attached as Schedule-D.
3. The Prospective Acquirer is aware that in future the Third Party may make such Minor changes, additions, omissions, modifications or

alterations in the scheme that may also result into change in Unit Numbering and therefore, the prospective acquirer is giving their unconditional confirmation to the Third Party regarding any such changes and will not withdraw the same till the Building Use permission is obtained.

4. First Party/ Third Party has agreed to make available the Said Unit to the Prospective Acquirer with clear and marketable title. The title is verified and certified by Advocate, as per available revenue and registration record and on verification of photo copies of documents produced before Advocate. The Prospective Acquirer has also verified the titles of the said Unit and Scheme through his/her/their Legal Advisors and after satisfying himself/herself/themselves have decided to purchase the said Unit. In future the Prospective Acquirer is not entitled to raise any objection or query regarding the titles of the said Unit or scheme. The work of construction of the Unit is in progress.
5. If Second Party fails to observe all the terms and conditions/rules & regulations and resolutions of the existing society or proposed society or other conditions put up by the Third Party then automatically the Agreement for Sale stands cancelled and the Third Party is authorized to transfer the said Unit to any other person.
6. Third Party have agreed to reserve for conferment the Said Unit to the Prospective Acquirer, strictly in accordance with and subject to the other terms and conditions herein, at or for the total amount of **Rs._____/- (Rupees _____ Only)** and **Rs._____/- (Rupees _____ Only)** is paid by the Prospective Acquirer on or before execution of this Agreement. (Hereinafter referred to as “THE SAID AMOUNT”).
7. The details of the Unit booked is given hereunder:

Shop/Office No. ____ admeasuring about ____ Sq. Mts. [Carpet Area as per RERA] on _____ Floor in “____” Wing; along with proportionate undivided right in land.

PAYMENT PLAN:

The total sale consideration of the said Unit agreed upon between the parties is **Rs. _____ /- (Rupees _____ Only)** exclusive of Stamp Duty, Registration Charges, Legal Fees, applicable Taxes, Power Company charges, etc.

The total sale consideration of the said Unit excludes GST and Cess or any other similar taxes in connection with the construction of the project up to the date of handing over the possession of the said Unit and Purchaser has to pay all such taxes as additional charges.

The Developer declares that the total consideration is escalation-free, save and except increase which the Prospective Acquirer hereby agrees to pay, 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 from time to time. Developer undertakes and agrees that while raising a demand on the Prospective Acquirer for increase in development charges, cost/charges imposed by the competent authorities, Land Vendor and Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Prospective Acquirer, which shall only be applicable on subsequent payments.

After deducting the amount paid on the execution of this agreement the purchaser shall pay the balance as per the payment Plan mentioned in “Annexure-A”.

8. Maintenance charges will be paid by the Prospective Acquirer directly to the Service Society and if the Service Society is not finalized or formed at the time of conveyance of the said Unit then the said Maintenance Charges will be paid to the Third Party which will be transferred in account of Service Society on its registration.
9. Over and above the aforesaid amounts, the Prospective Acquirer shall have to bear and pay or reimburse to Third Party GST and also pay all other applicable taxes until the Service Society/Association of Members is finalized/ formed, the proportionate share of outgoings pertaining to the Taxes and levies by Corporation, Panchayat and any other local body and all other expenses necessary and incidental to the management and maintenance of the said scheme at the applicable rates, taxes imposed/decided by the Vendor / Developer / Service Society / Association of Members / Local / Government Authorities.
10. It is hereby expressly agreed that the time for payment of each of the aforesaid installment shall be the ESSENCE OF THIS AGREEMENT. In the event of the Prospective Acquirer making any default on the occurrence of the following events:
 - a) In case the Prospective Acquirer fails to make payments of installments after demands made by Developer as per the payment plan annexed hereto, despite having been issued notice in that regard the Prospective Acquirer shall be liable to pay interest to Developer on the unpaid amount at the rate of 9.00% from the date of such default in payment till the actual date of payment.
 - b) In case of Default by the Prospective Acquirer under the condition listed above continues for a period beyond 2 consecutive months after notice from Developer in this regard, the Developer shall cancel the allotment of the Unit in favour of

the Prospective Acquirer and refund the amount money paid to him/it/them/her by the Prospective Acquirer by deducting the booking amount and the interest liabilities and liquidated damages and this Agreement shall thereupon stand terminated. The Prospective Acquirer will have no right, title, interest on the said Unit after cancellation of this Agreement.

11. [A] Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Unit to the Prospective Acquirer within 3 [three months] from the date of issue of such Certificate. Developer agrees and undertakes to indemnify the Prospective Acquirer in case of failure of fulfillment of any of the provisions, formalities, documentation on part of Developer. The Prospective Acquirer shall take the possession within 45 days of receiving such notice/intimation from the Third Party by making final payment and execute necessary documents for registration.

[B] Upon receiving an intimation from Developer the Prospective Acquirer shall take possession of the Unit from Developer by executing necessary indemnities, and Developer shall give possession of the Unit to the Prospective Acquirer. In case the Prospective Acquirer fails to take possession within the time provided hereinabove, such Prospective Acquirer shall continue to be liable to pay maintenance charges as applicable.

12. Third Party shall, in respect of any amount remaining unpaid by the Prospective Acquirer under the terms and conditions of this agreement have a first lien and charge on the Said Unit.

13. Nothing contained in this Agreement shall be construed so as to confer upon the Prospective Acquirer any right, title or interest of any kind whatsoever in, to or over the Said Unit. Such conferment

shall take place only after each of the following conditions is satisfied :

- i. Third Party has received all the payments due to it/them under the terms of this Agreement from the Prospective Acquirer.
- ii. The Prospective Acquirer has duly and properly observed the terms and conditions contained herein.
- iii. The Prospective Acquirer is/are finally conveyed the Said Unit, upon recommendation by First Party and Third Party.

14.The Prospective Acquirer have fully understood the calculation of **RERA Carpet Area**, built up area and super built up area of the said Unit and the said calculation is also verified through their Engineer or Consultant and in future the Prospective Acquirer will not raise any dispute or query regarding the difference between **RERA Carpet Area**, built up area and super-built up area. It is also agreed and understood between the parties that the First Party will execute the Conveyance Deed and convey the Leasehold Rights of the Undivided proportionate share of the land and the Third Party shall convey the ownership rights of the said Unit on the basis of Carpet area and the consideration amount paid by the Purchaser is as per the Carpet Area of the Unit.

15.Allotment of parking will be done by the Service Society to Prospective Acquirers on first come first basis. If additional car parking is available, then the said parking will be allotted on “first come first serve basis” by Service Society but the additional car parking will be allotted as per the wish/convenience of Service Society. Prospective Acquirer is not entitled to raise any objection in this regard. The prospective acquirer herein has agreed to such arrangement and waived his/her/their right and will not raise any objection of any nature to such arrangement in the future on any ground whatsoever.

- 16.**As per the prevailing laws the Third Party have utilized the available F.S.I. but in future if there is any change and additional F.S.I. is available then only Third Party will be entitled to use the additional F.S.I. and Prospective Acquirer will have no right over the additional F.S.I. and the Third Party can utilize the said additional F.S.I. until the Building Use Permission has been obtained.
- 17.**The Prospective Acquirer shall be bound from time to time to sign papers or documents and to do all other things as Third Party may require him/her/it/them to do from time to time for safeguarding the interest of Third Party and other Prospective Acquirers. Failure to comply with the provisions of this Clause will render this Agreement ipso facto to come to an end.
- 18.**The rights and interest of the Prospective Acquirer herein, and other Prospective Acquirers of the Unit Scheme, shall be subject to the overall powers and authorities of Third Party, in any of the matter concerning the Unit Scheme and development thereof and all amenities pertaining to the same and in particular Third Party shall have absolute authority and control as regards the undisposed Units and their disposal only up to completion of Scheme and settlement of all accounts and dues.
- 19.**The Prospective Acquirer shall have no claim and/or legal title with respect to any part of the Unit Scheme, including but not limited to its common roads, common infrastructure facilities, amenities and services, save and except in respect of the Said Unit agreed to be reserved for him/her/it/them. The Said Facilities shall always be of the ownership and possession of Service Society, and the Prospective Acquirer and others shall be permitted to use, and enjoy the same as per the rules and regulations of Service Society from time to time.

20.All right, title and interest of the Prospective Acquirer is restricted to and to be read, understood and interpreted in relation to the Said Unit only, and all other constructed-covered-un-covered-open spaces-areas-portions, open margin lands, infrastructures, developments, amenities, facilities and services shall belong to Third Party till completion and sale of all Units. The Prospective Acquirer shall at no time demand partition of his/her/it/their interest from the entire Scheme. It being agreed and declared by the Prospective Acquirer that his/her/its/their interest in the Scheme shall be indivisible.

21.So long as the said Unit shall not be separately assessed by Competent Authority for taxes, water rates, electricity bills, all other taxes and outgoings etc. the Prospective Acquirer, after taking possession of the Said Unit, shall pay to Third Party/Service Society such amount as may be fixed from time to time. Further, until the Said Unit, can separately be assessed for payment of cost, charges and expenses, the Prospective Acquirer shall continue to pay proportionate portion of such amount, cost, charges and expenses as may be fixed by Third Party from time to time. After the Said Unit is separately assessed, then such payments will have to be made by the Prospective Acquirer directly on actual basis.

22.If within a period of five years from the date of handing over the Apartment to the Prospective Acquirer, the Prospective Acquirer brings to the notice of the Developer any structural defect in the Unit or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer at its own cost and in case it is not possible to rectify such defects, then the Prospective Acquirer shall be entitled to receive from the Developer, compensation for such defect. Provided that the Developer shall not be liable in of any structural defect or defects on account of workmanship, quality or provision of service which

cannot be attributable to the Developer or beyond the control of the Developer.

23.The Prospective Acquirer shall not 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, Pardis or other structural members in the Unit without the prior written permission of the Developer and the Service Society. Any change or alteration in the above may waive the Allottee's right to claim compensation monetary or otherwise under structure defect liability.

24.It is hereby agreed that the Prospective Acquirer shall not put or allow to be put any Name Plate, Sign Board and/or any other kind of display of any nature, on the compound wall, gate and/or on the exterior side of the development to be planned and/or in the open outer wall of the Said Unit, except whatever is provided by Third Party, without the written consent of Third Party.

25.The Prospective Acquirer shall not use the Said Unit or permit the same to be used for residential purposes or which may or is likely to cause nuisance or annoyance to occupiers of the other Units or for any illegal or immoral purposes.

26.The Prospective Acquirer shall not use the said Unit, as a restaurant serving non-vegetarian food and for any other purpose which may be

objectionable to the said Service Society/Vendor/Developer and other occupiers of Unit.

27.The Prospective Acquirer will have undivided right to use common amenities of the Scheme like roads, staircase, lift, etc. with other prospective acquirers of the said scheme but the said facilities are used in a proper way so that other prospective acquirers may not have any grievance/difficulty.

28.The Prospective Acquirer hereby covenants to keep the Said Unit neat, clean and tidy and saved and protected from trespasser, from being illegally used or occupied and to keep construction, sewers, drains, pipes, appurtenances belonging thereto in a good, tenable repair and condition.

29.(a) The Prospective Acquirer shall not without the written permission of Third Party let, sub-let, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose off the Said Unit nor assign, underlet or part with his/her/its/their interest or the benefit thereof or of this agreement or any part thereof until the Prospective Acquirer shall have paid to Third Party all the moneys payable to Third Party under this Agreement and shall have obtained prior approval of Third Party, which may be granted (not obligatory) subject to such conditions as may be imposed by Third Party. (b) After conveyance of the Said Unit to the Prospective Acquirer, the Prospective Acquirer shall be entitled to let, sub-let, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose of the Said Unit, after obtaining prior written permission of Service Society if the charge is given to Service Society and subject to and in accordance with the terms and conditions laid down by Service Society. In the event the Prospective Acquirer is desirous of selling the Said Unit he/she/it/they shall comply with the following:-

- i. The Prospective Acquirer shall give 30 days prior notice in writing about their intention to sell the Said Unit, informing about the New Purchaser thereof and shall obtain No Objection Letter from Service Society prior to sale, which shall not be unreasonably withheld by Service Society. The Second Party or prospective acquirer at the time of transfer of Unit has to submit the sale deed/conveyance deed before execution of same to the Service Society and only after approval from the Service Society or by advocate appointed by the Service Society or by prevalent Management Committee, the same shall be executed.
- ii. At the time of transfer/sale of Unit the Unit Holder has to pay Transfer Fee at the prevailing rate of Transfer Fee to the Third Party or Maintenance Society as the case may be.
- iii. All terms and conditions, otherwise binding to the Prospective Acquirer shall also be binding to the New Purchaser. The New Purchaser shall sign the declaration to that effect at the time of executing the Sale Deed.

30. The said Unit shall be insured after physical possession is conveyed, with the insurance company against all kind of risks like fire, earthquake, flood, riots, war, etc. and premium thereon shall be borne and paid by the Prospective Acquirer.

31. Any delay by Third Party in enforcing the terms of this Agreement or any forbearance or giving time to the Prospective Acquirer shall not be considered as a waiver on the part of Third Party nor shall the same in any manner prejudice the remedies of Third Party.

32. It has been specifically agreed and understood by the Prospective Acquirer that the intended conferment of the Said Unit is/may be subject to any scheme for Town Planning, development plan, or any

other scheme, arrangement, proposal, acquisition, requisition, by or of any authority or authorities under any law for the time being in force or in force from time to time, or due to purchaser of T.D.R. the additional F.S.I. available will be utilized as per the plan sanctioned by the Competent Authority in which event, the Third Party may make such variation, changes, additions, omissions or alterations in the scheme for development of such of the said lands or as may become available there-from or at any other or further place, location or otherwise as Third Party may deem, fit and proper and all right to develop new lands absolutely belong to Third Party.

33.The Third Party may, at the request of the Prospective Acquirer, carry out any internal changes or alterations or changes in specifications, at the risk, cost and consequences of the Prospective Acquirer. If these changes, etc. gives rise to any additional cost, the Prospective Acquirer shall be required to pay the same to the Third Party as may be certified by the Architect of the scheme or according to the estimate that may be given by the Third Party prior to/after the execution of such work.

34.The letters, receipts and/or notices issued by Third Party, if the said Unit is purchased by two or more persons then all notices issued will be dispatched through R.P.A.D. or Courier to the address of the Prospective Acquirer No.1 as known to Third Party, will be sufficient proof of receipt of the same by the Prospective Acquirer and shall completely and effectively discharge Third Party.

35.If the Prospective Acquirer neglects, omits or fails for any reason whatsoever to pay to Third Party/Service Society any part of the amounts due and payable by the Prospective Acquirer under the terms and conditions of this Agreement, within the time hereinbefore specified or if the Prospective Acquirer shall in any other way fails to perform or observe any of the covenants and stipulations herein

contained, the Third Party shall be entitled to terminate this Agreement. The Prospective Acquirer herein agrees that on Third Party's terminating this Agreement, all the right, title and interest of the Prospective Acquirer in the Said Unit and under this Agreement shall cease.

36.The Scheme shall always be known as “**Alpha Arcades**”, and this name shall not be changed in any circumstances.

37.The Scheme shall be under the over-all control and management of the Third Party and the decision of the Third Party in all matters relating thereto including code of conduct, rules and regulations for use, occupation and enjoyment of the common amenities, facilities and services as well as all the infrastructural facilities in the Scheme shall be final, conclusive and binding upon the Prospective Acquirer.

38.The parties to this agreement agree that the Agreement for Sale submitted before GUJRERA at the time of registration is a model form of Agreement, which may be modified and adapted in each case having regard to the facts and circumstances of that respective case and as mutually agreed between the parties and hence there are some modifications in this Agreement. The Parties hereby agree and acknowledge this fact and shall not raise any dispute regarding the same before any Authority(s).

39.Without prejudice to any of the terms and conditions hereinabove, the Prospective Acquirer hereby expressly consents to Third Party for any arrangement of raising loan by Third Party against security of the property of the scheme except on the Unit that may have been conveyed to the Prospective Acquirers.

40.It has been agreed that if any changes, modifications or alterations are effected by Third Party 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 Prospective Acquirer, such changes or modifications or alterations shall be binding upon the Prospective Acquirer and to that extent the terms and conditions, rights and obligations of the Prospective Acquirer under this Agreement shall stand modified or changed or altered. PROVIDED HOWEVER, such change, modification or alteration under any circumstances shall not prejudicially affect the right of the Prospective Acquirer to the conferment of Said Unit.

41. After the conveyance of the Said Unit is made in favour of the Prospective Acquirer, if anything in or about or relating to the Said Unit is thereafter required to be carried out by the Government, District Panchayat, Local Authority or any statutory authority, the same shall be carried out by the Prospective Acquirer and Third Party shall not be in any manner liable or responsible for the same.
42. After Developer executes this Agreement he/it/she/they shall not mortgage or create a charge on the Unit and/or Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall be paid fully by Vendor before execution of Sale Deed.
43. The Third Party has declared and announced its scheme by issuing brochures and pamphlets and also inserting advertisements in newspaper 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.
44. If any misrepresentation/concealment/ suppression of material facts are found to be made by the Prospective Acquirer, the Booking will be cancelled, and the amount paid by Prospective Acquirer shall be

forfeited and the Prospective Acquirer shall be liable for such Misrepresentation/ Concealment/ Suppression of material facts in all respect.

45.Developer M/s.Kaka Realities LLP has authorized its Partner Shri. Chinmay Naresh Shah to sign the present Agreement for Sale on behalf of said LLP Firm.

46.This Agreement shall be binding on the Prospective Acquirer, (in case of individual) his/her/their heirs, legal representatives, executors, successors and assigns; (in case of partnership firm) its partners as at present and from time to time and the heirs and legal representatives of the last surviving partner; (in case of HUF) its members as at present and from time to time and their respective heirs, executors and successors and its (HUF's) permitted assigns; (in case of Trust) its Trustees as at present and from time to time and the beneficiaries thereof; (in case of Company) its present and future Directors, successors and assigns and/or any Third Party having or contemplating to have in future any charge or interest on the Said Unit and/or on the construction thereupon, in part and/or as a whole.

47.The Prospective Acquirer hereby agrees to execute such other papers and documents as may be necessary for the purpose of giving effect to these presents.

48.Dispute Resolution: Any dispute between parties shall be settled amicably. If such dispute cannot be settled within 30 (*Thirty*) days by mutual discussion, then the Parties shall first refer the dispute to arbitration under the provisions of Arbitration and Conciliation Act, 1996 as statutorily amended from time to time by appointment of Sole Arbitrator mutually appointed by the Parties. In case of failure to settle the dispute amicably or through Arbitration, it shall be referred to the competent Authority as per the provisions of the Real

Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

49.The Prospective Acquirer hereby declares that he/she/it/they has/have read, understood and agreed each and every term of this agreement before execution.

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

**SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED FIRST PARTY**

**Bhrugu Co-Op. Commercial Complex Housing
Service Society Limited through its Secretary
Shri Bharatsinh Ramsinh** _____

**SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED PROSPECTIVE
ACQUIRER**

1. Mr._____

**SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED THIRD PARTY:**

**M/s.Kaka Realities LLP,
through its Authorised Partner
Shri. Chinmay Naresh Shah** _____

IN PRESENCE OF FOLLOWING WITNESSES:

(1)

(2)

SCHEDULE A

Description of Project Land

All that piece and parcel of leasehold land bearing Plot No.165/1 at Bharuch Industrial Estate (G.I.D.C.) admeasuring 4363.92 Sq. Meters (Old area admeasuring 5147 Sq. Meters) situate, lying and being at Mouje Bholav, Taluka: Bharuch in the Registration District and Sub-District of Bharuch bounded as follows:

East : Plot No. 165/2
West : 16.00 mtr. Road
North : Bharuch Dahej State Highway
South : 10.00 mtr. Road

****Note: The leasehold rights of the undivided proportionate share will be allotted out of 4363.92 sq.meters, which is the area in possession of Bhrugu Co-Op. Commercial Complex Housing Service Society Limited.***

SCHEDULE B

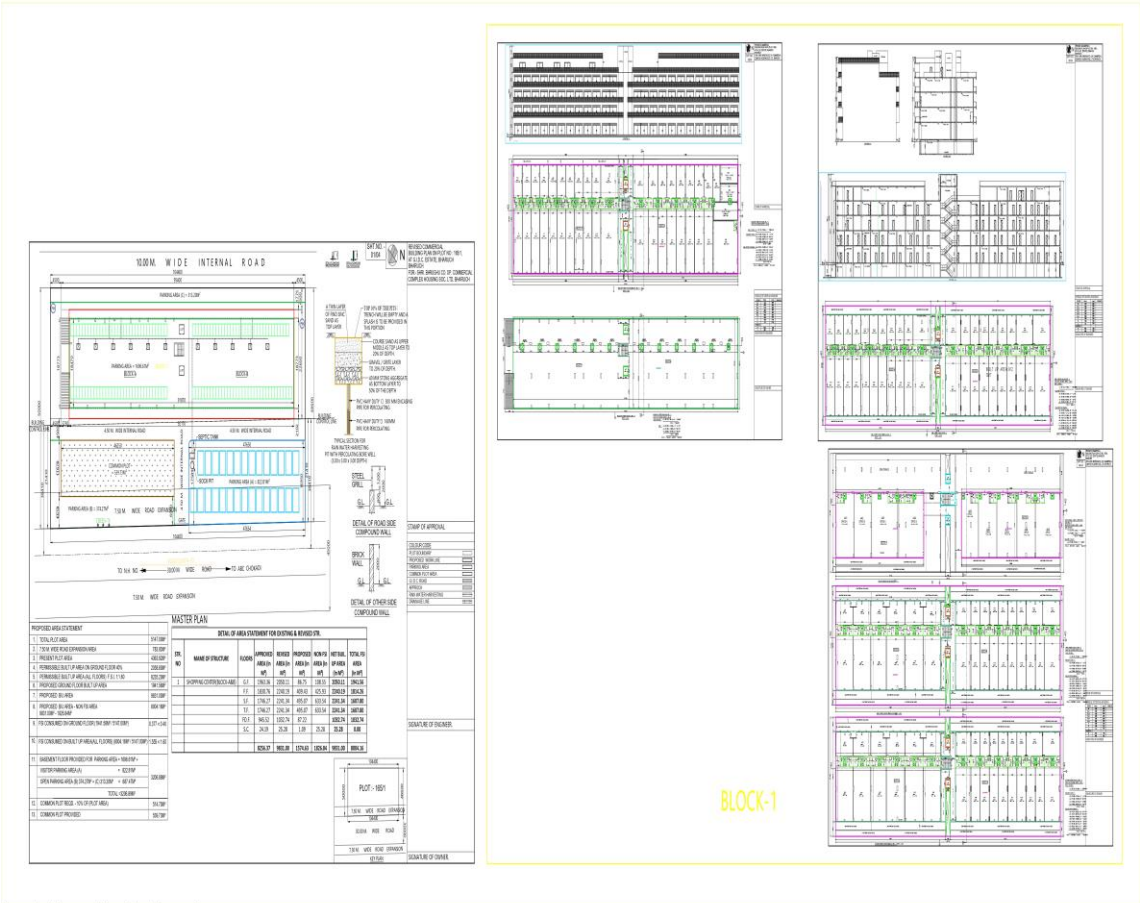
Description of Unit

Shop/Office No. ____ admeasuring about _____ Sq. Mts. [Carpet Area as per RERA] on _____ Floor in “____” Wing; along with proportionate undivided right in land inclusive of internal roads, and common area in the scheme known as “**Alpha Arcades**” constructed on leasehold land bearing Plot No.165/1 at Bharuch Industrial Estate (G.I.D.C.) admeasuring 4363.92 Sq. Meters (Old area admeasuring 5147 Sq. Meters) situate, lying and being at Mouje Bholav, Taluka: Bharuch in the Registration District and Sub-District of Bharuch bounded as under:

On the East by :-
On the West by :-
On the North by :-
On the South by :-

SCHEDULE C

(Authenticated copies of the plans and specifications of the Unit agreed to be purchased by the Allottee as approved by the concerned local authority)



Approved subject to conditions stipulated in approval letter
Executive Engineer Road & Building GIDC Bharuch
P137
This document has been digitally signed, no physical signature is required.

Signature Not Verified
Signature Not Verified
Signature Not Verified
Digitally signed by [Name] DN: cn=[Name], o=[Organization], ou=[Unit], email=[Email], c=[Country]
Date: 2024.07.11 11:37:45 +0530
Reason: I am the signer
Location: [Location]
Digitally signed by [Name] DN: cn=[Name], o=[Organization], ou=[Unit], email=[Email], c=[Country]
Date: 2024.07.11 11:37:45 +0530
Reason: I am the signer
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Date: 2024.07.11 11:37:45 +0530
Reason: I am the signer
Location: [Location]

SCHEDULE-D

(COMMON AMENITIES FOR THE PROJECT)

- Main Entry Gate,
- Overhead Tanks,
- Under Ground Tanks,
- Pressure pump,
- Motor,
- Lift,
- Common lighting &
- Parking Paver Blocks.

ANNEXURE-A

Payment Plan

- Total Sale Consideration

The Allottee has paid on or before the execution of this Agreement a sum of Rs. _____/- (Rupees _____ Only) (not exceeding 10% of the sale consideration) in following manner:

Rs. _____/- (Rupees _____ Only) by _____ dated _____ drawn from _____ Bank, _____ Branch.

- The Allottee agrees to pay the balance amount of Rs. _____/- (Rupees _____ Only) in the following manner:
- Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 30% of the consideration to be paid to Promoter after the execution of Agreement.
- Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 45% of the consideration to be paid to Promoter on completion of the plinth of the building or wing in which the said Unit is located.
- Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 70% of the consideration) to be paid to Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Unit is located.
- Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 75% of the consideration) to be paid to Promoter on completion of the walls, internal plaster, Floorings doors and windows of the said Unit.
- Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 80% of the consideration) to be paid to Promoter on completion of the sanitary fittings, staircase lift wells, lobbies upto the Floor level of the said Unit.
- Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 85% of the consideration) to be paid to Promoter on completion of the external plaster, elevation, terraces with waterproofing of the building or wing in which the said Unit is located.
- Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 95% of the consideration) to be paid to Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may

be prescribed in the Agreement of Sale of the building or wing in which the said 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 Prospective Acquirer on or after receipt of occupancy certificate or completion certificate.

(Note- The abovementioned schedule is only a model form of schedule, which may be modified and adapted in each case having regard to the facts, circumstances and terms of booking agreed between the Promoter and Allottee.)

OR

A Rebate has been provided to the Allottee on the condition that the Allottee shall pay the Sale Consideration as early payment. The Sale Consideration of the Unit is inclusive of the rebate provided.

▪ OR

The Balance Amount of Rs. _____/- (Rupees _____ Only) will be paid by the Allottee as early payments and if, the said balance amount is not paid as early payment then in such cases interest amount shall be charged as per the provisions of this agreement

ANNEXURE-B

Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority

	Gujarat Real Estate Regulatory Authority (RERA) Government of Gujarat Website: gujrera.gujarat.gov.in, Email: inforera@gujarat.gov.in
FORM 'F' CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT [The Gujarat Real Estate (Regulation and Development) (General) Rules, 2017 – See Rule 7(2) – “said rules”]	
1. This extension of registration is granted under section 6 of the Real Estate (Regulation & Development) Act, 2016 – “said act” to the following Project under project extension number:	
PR/GJ/BHARUCH/BHARUCH/Others/CAA01383/EX1/230821	
Project Name & Address :- ALPHA ARCADES PLOT NO.165/1,GIDC BHOLAV, BHARUCH, Bharuch, Bharuch, Gujarat Remarks: TP/Revenue Village: Moje :- Bholav , Ta. & Dist. :- Bharuch , FP/Survey No:Bharuch G.I.D.C. Plot No :- 165/1 , R.S.No. :- 62/Paikee, Sub Plot:-, Block:- Promoter Name & Address :- KAKA REALTIES LLP Limited Liability Partnership A/24, JALVIHAR SOCIETY,, OPP. AJANTA COMM. CENTRE, NEW RBI LANE, Ahmedabad, Gujarat-380014	
2. This renewal of registration is granted subject to the following conditions, namely:-	
(i) The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas in accordance with the section 17 of the said act. (ii) The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose in accordance with the sub-clause (D) of clause (I) of sub-section (2) of section 4 of the said act. (iii) The registration shall be valid till Dt. 30/09/2022 unless renewed by the Real Estate Regulatory Authority in accordance with section 6 of the said act read with rule 7 of the said rules made thereunder.; (iv) The promoter shall comply with the provisions of the said act and the said rules and regulations made thereunder; (iv) The promoter shall not contravene the provisions of any other law for the time being in force in the area where the project is being developed; (vi) All advertisements for this project must mention RERA registration number and GujRERA website www.gujrera.gujarat.gov.in. The font size for the same should not be less than that of the contact details of the project.	
3. If the above mentioned conditions are not fulfilled by the promoter, the regulatory authority may take necessary action against the promoter including revoking the registration granted herein, in accordance with the said act and the said rules and regulations made thereunder.	
4. With this your previous registration number <u>PR/GJ/BHARUCH/BHARUCH/Others/CAA01383/220118</u> stands no longer valid.	
GUJ RERA	
Date: 23/08/2021 Place: Gandhinagar	 Signature Not Verified Digitally signed by DESAI AJIT JIVRAJBHAI Date: 2021.08.23 14:59:20 IST Reason: Digitally Signed Certificate Location: Gandhinagar Signature and Seal of the Secretary Gujarat Real Estate Regulatory Authority

SCHEDULE AS PER SECTION-32(A) OF THE REGISTRATION ACT

SINGATURE

PHOTOGRAPH

THUMB IMPRESSION

FIRST PARTY-VENDOR :

Bhrugu Co-Op. Commercial Complex
Housing Service Society Limited
through its Secretary
Shri Bharatsinh Ramsinh

SECOND PARTY: - PURCHASER

THIRD PARTY: CONFIRMING PARTY

M/s.Kaka Realties LLP,
through its Authorised Partner
Shri Chinmay Naresh Shah