

AGREEMENT FOR SALE

(PROFORMA)

Sub.: Property being Flat no _____ admeasuring
_____ sq. ft., on _____ floor in Tower
_____ together with undivided
proportionate share in land of building known
as “_____” constructed on land bearing
Survey no. _____ situate at Village sim
of Bhaily, Taluka Vadodara, District and
Registration Sub District, Vadodara.

Consideration of Rs. _____ / - (Rupees:).
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THIS AGREEMENT FOR SALE made at Ahmedabad, on this _____ day of _____, 2017 by and between:

KABEL BUILDCON SOLUTIONS PVT. LTD., (PAN :) a Company registered under the Indian Companies Act, 1956, having its registered office at 305A, Windsor Plaza, R.C.Dutt Road, Vadodara – 390 007, represented by its Director MAHESHBHAI TRIBHUVANDAS KABRA, hereinafter referred to as “THE VENDOR” or “THE VENDOR” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its executors, administrators and assigns) of the ONE PART;

AND

_____ (PAN: _____), Age about: __ Years, Hindu by religion, Occupation: _____, Indian Inhabitant, residing at: _____, Ahmedabad-_____, State hereinafter referred to as the “Party of the Second Part” or “ALLOTTEE” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators and assigns) of the OTHER PART;

WHEREAS by a Deed of Conveyance dated registered by the Sub-Registrar of Assurances under Sr. No. _____, one _____ sold and conveyed the non-agricultural land bearing Block No. 1778 (R.S.No. 2576) admeasuring Hectre 0-54-63 Sq. Mtrs situate at Village sim of Bhaily, Taluka Vadodara, District and Registration Sub District,

Vadodara, more particularly described in the Schedule hereunder written, (hereinafter referred to as "said Land"), to the Vendor;

AND WHEREAS thus the Vendor is well and sufficiently entitled to and seized and possessed of the said land;

AND WHEREAS the Vendor proposed to develop a scheme of Residential Flats named "33LE" (herein after referred to as "said Scheme") over the said land consisting of 33 flats/bungalows;

AND WHEREAS The Seller i.e. the party of the first part is absolutely seized and possessed of or well and sufficiently entitled to the immovable property being land bearing Block No. 1778 (R.S.No. 2576) admeasuring Hect. 0-54-63 Sq. Mtrs of Village sim of Bhaily, Taluka Vadodara, District and Registration Sub District, Vadodara. The said property was purchased by the party of the first part i.e. the Sellers from its earlier owner Mehulbhai Ghanshyambhai Patel by getting a sale deed executed and registered in their favour dated 17.05.2013.

AND WHEREAS the Party of the First Part has obtained necessary Permission for Non-Agricultural use of the said property from the Collector, Vadodara, vide N.A.Order No. N.A./S.R./24/2011-12 & N.A./S.65/Vashi/5300/2011 dated 25/08/2011.

AND WHEREAS the Vadodara Urban Development Authority (VUDA) granted Development permission for the same vide Raja

Chithi No. UDA/Plan-3/Parwangi/50/2013 dated 01/08/2013. The said land is classified in the residential zone by VUDA;

AND WHEREAS The Vendor has obtained Plinth Check Certificate from VUDA vide No. UDA/Plan-3/Parwangi/1/2015 dated 15/06/2015.

AND WHEREAS The construction plans have been sanctioned by the Appropriate Local authority on 01/08/2013 date and the Vendor has accordingly commenced construction of the said building/s in accordance with the said proposed plans;

AND WHEREAS The Construction Plans have been revised and sanctioned by the appropriate authority on 14/12/2016 and granted permission for additional FSI under the town planning Act, 1976 section 34 and section 29/1(1), 29/1(2) by revised raja chithi no. UDA/Plan-4/Parwangi/26/2015 dated 14/12/2016.

AND WHEREAS the Vendor has registered the Project under the provisions of the Real Estate Regulations Act with the Real Estate Regulatory Authority at no ____; authenticated copy is attached in Annexure-A;

AND WHEREAS the Vendor is desirous to sell and the Allottee is desirous to purchase, for a total consideration of Rupees _____, an Apartment bearing number ____ on the floor _____, more particularly described in the Schedule hereunder written (herein after referred to as the said "Property" or said "Apartment") in the Building called _____ (herein after

referred to as the said "Building") in the said Scheme to being constructed over the said land;

AND WHEREAS on demand from the allottee, the Vendor 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 Vendor's Architects 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 Allottee is satisfied in respect of the same;

AND WHEREAS the authenticated copies of Certificate of Title issued by the advocate of the Vendor, authenticated copies of Property card or extract of Village Forms VI and VII and XII and any other relevant revenue record showing the nature of the title of the Vendor to the said land on which the building is constructed or is 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 have been inspected by the Allottee;

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

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee has been annexed and marked as Annexure B;

AND WHEREAS the Allottee has applied to the Vendor for allotment of an Apartment No. on floor in the building No. _____ in said Scheme being constructed over the said land;

AND WHEREAS the carpet area of the said Apartment is _____ square meters/square feet; and Built up area of the said Apartment is _____ square meters/square feet;

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 Vendor a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Vendor to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Vendor both hereby admit and acknowledge) and the Allottee has agreed to pay to the Vendor

the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment no. _____ together with undivided proportionate share in said land of the Scheme;

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

1. The Vendor proposes to develop the said property and construct the Building known as "33LE" in the Scheme of Residential Flats constructed over the said land in accordance with the approved plans, designs and specifications as approved by the concerned local authority from time to time. The Vendor shall be entitled to make such changes, additions, alterations, variations, revisions, deletions and modifications therein including in the said layouts, building plans, floor plans as may be desired by the Vendor and/or required by the Municipal Corporation and/or any other authority concerned.

Provided that the Vendor shall have to obtain prior consent in writing of the Allottee in respect of any alteration which may adversely affect the Property of the

Allottee except any alteration required by any government authorities or due to a change in law.

2. The Allottee hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Allottee the Apartment no. having Built up area admeasuring _____sq. mtrs/ sq. ft. carpet area admeasuring_____sq. mtrs/ sq. ft. on the _____ floor of the building known as 33LE developed in Scheme of _____ constructed / to be constructed over the said land, situate at Village sim of Bhaily, Taluka Vadodara, District and Registration Sub District, Vadodara, more particularly described in the Schedule hereunder written, along with car parking space for 3 cars, and proportionate undivided share in said Land, for the consideration of Rs. _____ including _____ Rs. being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the ANNEXURE- C.

3. The Allottee has, prior to the execution of this Agreement, made inquiries and is satisfied that the title of the Vendor to the said property described in the First Schedule hereunder written and is satisfied as to the title of the Vendor over the said Land and the authority of the Vendor to develop the same. The Allottee has inspected the Original title certificate issued on 15.06.2011. The Allottee undertakes that he/she/it shall not raise any

further requisitions or objections with regard to the same.

4. The Allottee has paid on or before the execution of this agreement, a sum of Rs. _____ (Rs. _____ only) (not exceeding 10 %) as advance payment or application fee and hereby agrees to pay to the Vendor the balance amount of Rs. _____ (Rs. _____ only) as under:

a. Rs. _____ /- (Rupees

_____ only) equivalent to _____% of the purchase price(not exceeding 30%) on the execution of this agreement;

b. Rs. _____ /- (Rupees

_____ only) equivalent to _____% of the purchase price(not exceeding 45%) on the completion of plinth, time being of the essence of the contract;

c. Rs. _____ /- (Rupees

_____ only) equivalent to _____% of the purchase price (not exceeding 70%)on completion of slabs including podiums and stilts of the building or wing in which the property is located; (NOTE: this can be sub-

divided into different installments linked to number of floors)

d. Rs. _____/- (Rupees

_____ only) equivalent to _____% of the purchase

price(not exceeding 75%) on the completion of the walls, internal plaster, flooring doors and windows of the property;

e. Rs. _____/- (Rupees

_____ only) equivalent to _____% of the purchase

price(not exceeding 80%) on the completion of the sanitary fittings, staircases, lifts wells, lobbies upto the floor level of the property;

f. Rs. _____/- (Rupees

_____ only) equivalent to _____% of the purchase

price(not exceeding 85%) on the completion of the external plumbing and external plaster, elevation, terraces, waterproofing of the building or wing in which the property is located;

g. Rs. _____/- (Rupees

_____ only) equivalent to _____% of the purchase

price(not exceeding 95%) on the completion of the lifts,

water pumps, electrical fittings, electro mechanical and environmental requirements, entrance lobby, plinth protection and other requirements prescribed in this agreement of sale of the building or wing in which the property is located;

h. Balance amount of Rs. _____/- (Rupees

_____ only) at the time of handing over possession of the property to the ALlottee on or after receipt of the completion certificate.

i. Rs. _____ being the corpus amount to be paid by the Purchaser to the owner for the maintenance of the said building and the all the common amenities attached to it. Payable before execution of the sale deed.

j. Rs. _____ being the development charges amount to be paid by the Purchaser to the owner of the said Building before execution of the sale deed.

Rs. _____/- TOTAL CONSIDERATION

5. The total price as stated above excludes Taxes (consisting of tax paid or payable by the Vendor by way of Value Added Tax, Service Tax, GST and Cess or any other

similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Vendor) up to the date of handing over the possession of the Property, which shall be separately payable by the Allottee in the manner as may be decided by the Vendor.

6. 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 Vendor 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 Vendor 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.
7. The Allottee authorizes the Vendor 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 Vendor may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Vendor to adjust his payments in any manner.
8. The promoter shall confirm the final carpet area that has been allotted to the allottee after the construction of the Building is complete and the occupancy certificate is

granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the promoter. If there is any reduction in the carpet area within the defined limit then promoter shall refund the excess money paid by allottee within forty-five days with annual interest at the rate of ____%, from the date when such an excess amount was paid by the allottee. If there is any increase in the carpet area allotted to allottee, the promoter shall demand additional amount from the allottee as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this agreement.

9. Since time is of the essence, the Vendor shall abide by the time schedule for completion of the Scheme and handing over of the property to the Allottee and the Allottee confirms that the installments payable by the Allottee shall be on the due date without any delay or default in accordance with the payment schedule as stated herein above.
- 10.If the Vendor fails to abide by the time schedule for completing the project and handing over the Property to the Allottee, the Vendor agrees to pay to the Allottee, who does not intend to withdraw from the project, interest at the rate of 12% per annum, on all

the amounts paid by the Allottee till the handing over of the possession. The Allottee agrees to pay to the Vendor, interest at the rate of 12% per annum, on all the delayed payment which becomes due and payable by the Allottee to the Vendor under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Vendor.

Without prejudice to the right of Vendor to charge interest in terms of the clause above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Vendor under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) the Vendor may terminate this Agreement:

Provided that, Vendor 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 Vendor within the period of notice then at the end of such notice period, Vendor shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Vendor shall refund to the

Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Vendor) the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Vendor. The Vendor shall be entitled to forfeit the entire amount of earnest money paid by the Allottee to the Vendor as stated herein above.

11. Upon termination as stated hereinabove, the Allottee shall have no right, title, interest, claim or demand or dispute of any nature whatsoever either against the Vendor and/or the said property. If the Allottee exercises his discretion to rescind the transaction at any stage, the Vendor shall have the right to forfeit as well as recover in its entirety the earnest money and the Vendor shall be entitled to deal with and dispose of the said Property to any other person/s as the Vendor may desire without any further or other consent of the Allottee.

12. The Vendor shall give the Allottee possession of the Property within _____ months from the date of execution of this agreement.

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

a. War, civil commotion or any other Act of god,

- b. Any notice, order, rule, notification or other law of the Government and/or any other public or competent authority/court.
- c. if any competent authority refuses, withhold, denies the grant of necessary approvals for the Property/building/Scheme;

13. The Allottee shall take possession of the Property within 15 days of the written notice from the Vendor to the Allottee intimating that the said Property is ready for use and occupation. In case the Allottee fails to take possession as stated above, the Allottee shall continue to be liable to pay maintenance charges as applicable. The Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and Building/s Until the Society or Limited Company is formed, the Allottee shall pay to the Vendor such proportionate share of outgoings as may be determined. The charges is determined Rs.3/- per sq. ft. on Built up area.

14. The Allottee agrees that he/she/it shall use the Property or any part thereof or permit the same to be used only for residential purpose only and not for any other purpose whatsoever. The Allottee confirms that the property shall never be used for any business or commercial purpose. The Allottee also confirms that the garage or parking space allotted shall be used only for the purpose of keeping a parked vehicle.

15. The Vendors hereby agree to allot to the Allottee 3(three) allotted Car Park Space in the said building. The Allottee agrees and undertakes that the Allottee shall not have any exclusive right in respect of the covered and uncovered open spaces and/or car parking spaces in the said building as such spaces form a part of the common area.

The Vendor may, if the Vendor deems fit, at the cost and expense of the Allottee as well as other Allottees of the building, provide hydrolic parking space in the said Building.

16. The Allottee along with other allottee(s) of Apartments 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 Vendor 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 Vendor within seven days of the same being forwarded by the Vendor to the Allottee, so as to enable the Vendor 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. Over and above the amounts mentioned in the agreement to be paid by the Allottee, the Allottee shall on or before delivery of possession of the said premises shall pay to the Vendor such proportionate share of the outgoings as may be determined by the Vendor and which are not covered in any other provisions of this agreement.

18. The Allottee shall pay to the Vendor a sum of Rs.18,000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Vendor in connection with execution of all legal works & 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.

19. REPRESENTATIONS AND WARRANTIES OF THE VENDOR:

The Vendor hereby represents and warrants to the Allottee as follows:

- a. The Vendor has clear and marketable title with respect to the said land and has the requisite rights to carry out development upon the said land and also has actual, physical and legal possession of the said land for the implementation of the Project;
- b. The Vendor 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;
- c. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- d. 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;
- e. 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 Vendor 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;

- f. The Vendor 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;
- g. The Vendor has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- h. The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;
- i. The Vendor 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;
- j. 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

Vendor in respect of the project land and/or the Project except those disclosed in the title report

20. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE:

The Allottee hereby represents and warrants to the Vendor as follows:

- a. The Allottee has, himself/herself/itself or through his/her/it's attorney carried out inspection of original records and also the documents of title in respect of the said property prior to the execution of these presents.
- b. The Allottee shall maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- c. The Allottee shall not store in the Apartment 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 Apartment is situated or storing of which goods is

objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- d. The Allottee shall, at his own cost, all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Vendor to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the building association 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.
- e. The Allottee shall not demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the

Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Parda or other structural members in the Apartment without the prior written permission of the Vendor and/or Building Association and/or the Society or the Limited Company.

- f. The Allottee shall not 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 Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- g. The Allottee shall also not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- h. The Allottee shall pay to the Vendor within fifteen days of demand by the Vendor, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any

other service connection to the building in which the Apartment is situated.

- i. The Allottee shall 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 Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- j. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Vendor under this Agreement are fully paid up.
- k. 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 Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies.
- l. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment

in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- m. The Allottee shall permit the Vendor 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.
- n. The Allottee shall permit the Vendor 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.
- o. The Allottee shall prior to being permitted to enter upon the said Flat/Premises pay to the Vendor the proportionate share of service tax or any other like tax which may be levied by the concerned authorities under the provisions of the Income Tax Act, 1961 or Finance Act or under any other act or statute of the Central or State Government, for or in respect of the construction on the said property.
- p. The Allottee shall not transfer or assign any rights under this agreement without prior approval of the Vendor.
- q. The Allottee agrees that upon execution of Deed of Conveyance, the Allottee shall have a right to sell, transfer or convey the property to any other person provided he/she/it takes prior approval of the

Service Society/ Association/ Vendor as the case may be and shall pay the necessary transfer fee.

21.OTHER COVENANTS:

The parties agree and confirm that:

- a. The Vendor shall be at liberty to borrow funds, create mortgage, encumber, sell or otherwise deal with or dispose off their right, title and interest or part thereof in the said property to any person or person as they deem fit and in such manner they deem fit, subject to the right of the Allottee in respect of the said Flat/Premises hereby agreed to be sold to the Allottee. The Allottee shall in no manner take any objection to the same and gives his/her irrevocable consent for the same.
- b. In the event the Vendor gets additional FSI the Vendor shall have the sole right to utilize the additional FSI in the manner it may deem fit including but not limited to by making addition to the said building or making additional buildings in and around the land of the said complex and the Vendor shall be entitled to get the electric, water, sanitary and drainage systems of the additional construction thereof connected with the already existing electric, water, sanitary and drainage systems in the said complex. Such additional use of FSI will be the sole property of the Vendor who will be entitled to dispose it off in any way they may choose and Allottee hereby irrevocably consents to the same. Under the circumstances aforesaid, the

Allottee shall not be entitled to raise any objection or to any abatement in the price of the said Flat/Premises agreed to be acquired by him/her and/or any compensation or damage on the ground of inconvenience or any other ground whatsoever.

- c. The Vendor shall always have a right to sell or give on lease or allot the remaining flats/premises/units in the building intended to be constructed on the said property.
- d. The Vendor or any person nominated by the Vendor or the person to whom the Vendor's rights and benefits are conferred under the clauses hereinbefore mentioned, shall have absolute right to make additions, alterations, raise storeys or put up additional structures as may be permitted by the VUDA and other Competent Authorities. Such additions, alterations, structure and storeys will be the sole property of the Vendor or their nominees or assignees as the case may be who will be entitled to dispose off the same in any way they choose and the Allottee hereby consents to the same.
- e. The Allottee shall be entitled to enter upon the said Flat/Premises only after the said building is ready for use and occupation and only after all the amounts due by the Allottee under this agreement are paid to the Vendor. The Allottee may be permitted to enter upon the said Flat/Premises earlier before the same is ready for use and occupation to enable the Allottee to decorate the same internally or

otherwise provided however that the Allottee has paid full consideration herein mentioned and all other amounts payable hereunder to the Vendor and the Allottee commences payment of the municipal taxes, maintenance charges and other outgoings.

- f. It is expressly agreed that the Allottee shall be entitled to enjoy the common areas and facilities appurtenant with the said Flat/Premises subject to the terms and conditions set out in the bye laws for enjoying such benefits of common areas and facilities as laid down by the Association/co-operative society from time to time. The common amenities are meant for use of the resident members only. For units owned in name of companies the employee using the property for residence is eligible to use the same facilities and not other employees of the company or other senior officials. The Allottee agrees that the responsibility of maintaining the common areas and facilities shall be borne by the Allottee i.e. the Allottee shall pay his proportionate share of expenses for maintaining the common areas and facilities until an organization is formed and the responsibility of maintaining the building along with the common areas and facilities is transferred to the said organization.
- g. Upon the Allottee being permitted to occupy the said Flat/Premises he/she/they shall have no claim or grievance against the Vendor in respect of any items of work or quality of work or the materials used for

construction of the said building or in the said Flat/Premises which are on account of workmanship, quality or provision of service which cannot be attributable to the Vendor or beyond the control of the Vendor.

- h. The parties agree that the name of the building to be constructed on the said property shall always be "33LE" or such other name as the Vendor deems fit and shall not be changed without the written permission of the Vendor.
- i. Subsequent to the execution of a Deed of Conveyance, if any additions or alterations in the said Property or building are required to be carried out by the Government, Municipal or any Statutory Authority, the same shall be carried out by the Allottee in co-operation with the Allottees/acquirers of the other flats/units and the Association/ Co-operative Society in the said building at his/her/their own respective costs and the Vendor shall not be in any manner liable or responsible for the same or to contribute any amount for the purpose aforesaid.
- j. The Vendor shall always be entitled to sell and/or agree to sell the unsold flats/units and/or spaces and/or rights to any person or and body of Allottees shall be liable to enroll and admit the Allottee of such flats/units as the member/s of the said Organization and the Allottee hereby agrees and undertakes not to raise any objection or requisition

in that behalf and he/she hereby irrevocably consents to what is stated hereinabove.

22.Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Vendor until the same is transferred as hereinbefore mentioned.

23.This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

24.RIGHT TO AMEND

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

25.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 Scheme shall equally be applicable to and enforceable against any subsequent Allottees of the Property, in case of a transfer, as the said obligations go along with the Property for all intents and purposes.

26.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.

27.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.

28.NOTICES

That all notices to be served on the Allottee and the Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Vendor by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee
(Allottee's Address)
Notified Email ID:

M/s Vendor name
(Vendor Address)
Notified Email ID:

It shall be the duty of the Allottee and the Vendor 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 Vendor or the Allottee, as the case may be.

36. Nothing contained in this Agreement is intended to be nor shall be construed as a transfer, grant, demise or assignment in law of the said Property or any part thereof.

37. Any delay tolerated or indulgence shown by the Vendor in enforcing the terms of this Agreement or any forbearance or

giving of time to the Allottee by the Vendor shall not be construed as a waiver on the part of the Vendor of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Vendor.

38. The Allottee shall present this Agreement as well as the Conveyance at the proper registration office for registration within the time limit prescribed by the Registration Act and the Vendor upon being duly notified will attend such office and admit execution thereof.

All stamp duty, registration charges, legal fees and all other out of pocket expenses in respect of these presents have been agreed to be borne and paid by the Purchaser only.

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands and seals to these presents the day and year first hereinabove written.

S C H E D U L E

All that piece or parcel of property being Flat no. _____ admeasuring _____ sq. ft., on _____ floor in Tower _____ of building known as "33LE" together with undivided proportionate share in land bearing Block no. 1778 (R.S.No. 2576) admeasuring Hectre 0-54-63 Sq. Mtrs situate at Village sim of Bhaily, Taluka Vadodara, District and Registration Sub District, Vadodara bounded as under:

On or towards East by _____ :

On or towards West by :
On or towards North by :
On or towards South by :

SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED
THE VENDOR:
KABEL BUILDCON SOLUTIONS PVT. LTD.,

Through its authorized person

SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED
ALLOTTEE:

In the presence of:

1. -----
Name:
Address:

2. -----
Name:
Address:

