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AGREEMENT FOR SALE

(WITHOUT POSSESSION)

THIS AGREEMENT FOR SALE (“AGREEMENT”) is entered into at Ahmedabad on this _____ day of _____, 2022:

BETWEEN

KAVISHA ATRIA LLP, PAN: **AAXFK0330N**, A Partnership Firm incorporated under the provisions of Partnership Act, 2008 through its authorized partner Rameshbhai K. Patel; having its registered office at Kavisha Corporate Campus, S.P Ring Road, Ambli, Ahmedabad-380058. (hereinafter referred to as the “**Land Owner/Promoter**”) (which expression shall, unless it be repugnant to or be inconsistent with the context or meaning thereof be, deemed to mean and include its successor(s) and permitted assign(s)) of the **FIRST PART**;

AND

(1) _____

PAN:-

Age – Adult, Residing at: –

Hereinafter together referred to as the **“Allottee”** (which expression shall, unless repugnant to or be inconsistent with the context or meaning thereof be, deemed to mean and include his/ her/ their/ its heir(s), legal representative(s), successor(s)-in-interest, executor(s) and administrator(s) and in the case of a partnership firm, the partners for the time being and from time to time constituting the firm and the survivors or survivor of them and the legal heir(s), executor(s) and administrator(s) of each of the partner(s) and in the case of a company or a body corporate its successor(s) and permitted assign(s)) of the **“OTHER PART”**;

The Land Owner/Promoter and the Allottee, where so the context permits, are hereinafter collectively referred to as **“the Parties”** and individually as **“the Party”**;

WHEREAS:

1. The Promoter is lawfully vested with and is the lawful owner and is seized and possessed of, or otherwise, well and sufficiently entitled to all those pieces and parcels of part Non-Agricultural land collectively admeasuring about 15358 sq. Mtrs. out of the total land bearing Final Plot No. 113 admeasuring 6738 Sq. mtrs & 116 admeasuring 8620 of Town Planning Scheme No. 429 (Godhavi- Manipur) allotted in lieu of Survey No. 868 admeasuring 4047 Sq. Mtrs, 869 admeasuring 7183 Sq. Mtrs & 872 admeasuring 14366 Sq. Mtrs, collectively admeasuring about 25596 sq. mtrs. situated within the limits of the Village: Godhavi, Taluka: Sanand, in the Registration District Ahmedabad and Sub District: Ahmedabad (Sanand) (hereinafter referred to as the “Project Land” and more particularly evinced and described in the FIRST SCHEDULE herein;
2. Formerly, an Order of District Collector, bearing Order No. CB/LAND-1/N.A/S.R/-1337/2018, C.B/LAND-1/N.A/S.R-1336/2018 and 3659/07/04/012/02021 dated- 29/11/2018, 05/11/2018 and 24/12/2021 respectively was passed, wherein Non-Agricultural Use Permission had been granted for the Project Land for Residential cum Commercial purpose;
3. Subsequently, the Project Land (formerly Block/Survey No.- 868, 869 & 872)

was sold and conveyed in favor of the Promoter Kavisha Atria LLP, vide a Sale Deed dated 22/10/2021 & 28/10/2021, registered at the Office of Sub-Registrar Sanand under serial nos. 17094 & 17684. The said event was entered in the revenue records vide mutation entry no. 9962 & 9961;

4. In pursuance of what is stated herein above, the Promoter became the lawful and absolute owner of the Project Land;
5. Thereafter, the Promoter had obtained a construction permission from Ahmedabad Urban Development Authority, which has granted permission for carrying out development as per the lay out and building plans, elevations, sections and details submitted to it by the Promoter for development on the Project Land for construction of a Residential cum Commercial Scheme, vide Commencement Letter (Rajachitthi) under No. PRM/14/2/2022/25 issue dated 03/03/2022;
6. The Promoter hereby declares that the Floor Space Index available as on date in respect of the Project Land is 15358 square meters only and the Promoter has planned to utilize permissible Floor Space Index (" FSI ") of 68424.87 square meters, chargeable FSI is NIL, Permissible FSI of 27644.40 square meters and TDR FSI of 40780.47 square meters, which are applicable to the Project. The Promoter has disclosed the total FSI of 68424.87 square meters as proposed to be utilized by it for the Project Land and the Purchaser has agreed to purchase the Apartment based on the proposed construction an sale of Apartment to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
7. Pursuant to the attainment of the requisite permissions and approvals from the concerned authorities, the Promoter has commenced the development and construction on the Project Land by the name/nomenclature “ **THE CANVAS** ” (“**the said Scheme**”) as per the sanctioned/ authorized plans, designs and specifications as approved by the concerned/ relevant local authority from time to time.;

8. The Allottee, being desirous of purchasing a residential flat in the building known as **“THE CANVAS ”** (hereinafter referred to as the **“said Building”**) constructed and developed in the said Scheme, has approached the Promoter for the same and pursuant thereto, the Allottee has perused the title documents of the Project Land, the permissions granted by the concerned local authorities, the plans and specifications prepared in respect of the said Building, etc. to the Project Land and after satisfying himself/ herself/itself/themselves has/have agreed to purchase and acquire the rights over Flat No. ____ admeasuring about ____ **sq. ft.** equivalent to carpet area admeasuring ____ **sq. mtr**, (admeasuring about ____ **sq.ft.** equivalent to ____ **sq.mtr** of Super-built up area) with balcony of ____ **sq.mtr**, washyard of ____ **sq.mtr**, open terrace of **0 sq.mtr**, along with exclusive area admeasuring about ____ **sq. mtr** (**“Total Area”**), situated on the ____**th Floor** of the building known as **“ THE CANVAS ”** (hereinafter referred to as the **“said Unit”**) **TOGETHER WITH** rights and proportionate interest in the common parts, portions, areas, facilities, and amenities constructed on the Project Land with analogous rights and interest therein along with stipulated undivided interest in the Project Land. The area of undivided land share will be transferred to the respective allottee. The allottees of the project altogether shall form their association/ co-operation society or any other form of associations of the allottees and such association shall administer the undivided land share by way of autonomous functioning. The said Unit is more particularly evinced and described in the **SECOND SCHEDULE** hereto;
9. The Allottee has agreed to purchase the said Unit for a consideration of Rs. ____/- (**Rupees ____ Only**) (hereinafter referred to as the **“Sale Consideration”**) along with charges as detailed herein-below; Payments schedule shall be followed by the allottee as per the time schedule mentioned for the payment of sale consideration.

Payment Schedule	
Tentative Construction Schedule	Payment (%)
On Application	9% of sale price
On execution of agreement	10% of the Sale Price
Within 15 days from execution of agreement to sale	30% of the Sale Price
On Completion of Plinth Level	45% of the Sale Price
On Completion of Slab	70% of the Sale Price
On Completion of walls, internal plaster, flooring, doors and windows	75% of the Sale Price
On Completion of sanitary work, staircases, lift wells, lobbies	80% of the Sale Price
On Completion of External plumbing, plaster, elevation, terraces and water-proofing	85% of sale price
On completion of lifts, water pumps, electric fittings	95% of sale price
On Offer of Possession after receipt of completion/ occupancy certificate	100% + Other Charges + Government Levies

10. Pursuant to the aforesaid application by the Allottee, the Promoter has issued the Letter of Allotment dated _____ thereby allotting the said Unit to the Allottee herein;
11. The Promoter has registered the said Scheme under the provisions of the Real Estate (Regulation and Development) Act, 2016 (“**Act**”) read with Gujarat Real Estate (Regulation and Development) (Matter Relating to the Real Estate Regulatory Authority) Rules, 2016, and the Agreement is in accordance with the Gujarat Real Estate (Regulation and Development) (General), Rules 2017 (“**Rules and Regulations**”) and as the Act and Rules is amended from time to time with the Real Estate Regulatory Authority at Ahmedabad, Gujarat under no. PR/GJ/AHMEDABAD/SANAND/AUDA /MAA09626/A1M/080422.
12. The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms 7/12, 8A & Form No. 6 or any other relevant revenue/ city survey/ municipal records showing the nature of the title of the Promoter to the Project Land on which the said Unit is constructed or is to be constructed have/ has also been inspected by the Allottee and the Allottee is/are satisfied in respect thereof;

13. The Promoter has given for inspection of all the documents of title relating to the Project Land as aforementioned and the sanctioned and authenticated copies of the lay-out plans, designs and specifications prepared by Promoter’s Architects i.e. Messrs. H M Architects and of such other documents as are specified under the Act, and the Rules and Regulations made thereunder to the Allottee and the Allottee has/have satisfied himself/ herself/ itself/ themselves in that regard;
14. On or before the execution of this Agreement, the Allottee has/have paid to the Promoter a sum of Rs. ____/- (____ **Only**), being part payment of the Sale Consideration of the said Unit (hereinafter referred to as “**Earnest Money**”) hereby agreed to be sold by the Promoter to the Allottee as an advance payment or application fee (the payment and receipt whereof the Promoter hereby admits and acknowledges) and the Allottee has/ have agreed to pay to the Promoter the balance of the Sale Consideration in the manner stipulated in clause 11 mentioned herein above;
15. Under section 13 of the said Act, the Promoter is required to execute a written Agreement For Sale of said Unit with the Allottee, being in fact these presents and also to register this Agreement under The Registration Act, 1908;
16. The Allottee has/have agreed to acquire and purchase the said Unit with full notice of the terms, provisions, covenants and conditions hereinabove recited and as mentioned in the Application form, the Allotment letter and also subject to terms and conditions hereinafter contained; and
17. The Parties are desirous of recording the terms and conditions on which the Promoter has agreed to sell the said Unit to the Allottee and the Allottee has/have agreed to purchase the said Unit from the Promoter and have entered into this Agreement for Sale (without Possession) on the terms and conditions set out herein.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as under:

The Recitals hereinabove contained shall constitute an integral part of this Agreement.

Sale Area

- 1.1
- The Promoter hereby agrees to sell, assign and transfer to the Allottee and the Allottee hereby agrees to purchase and acquire from the Promoter, all the Promoter’s share, right, title and interest in the the said Unit i.e. Flat No. ____, admeasuring about ____ sq. ft. equivalent to carpet area admeasuring ____ sq. mtr, (admeasuring about ____ sq.ft. equivalent to ____ sq.mtr of Super-built up area) with balcony of ____ sq.mtr, washyard of ____ sq.mtr, open terrace of ____ sq.mtr, along with exclusive area admeasuring about ____sq. mtr (“**Total Area**”), situated on the ____th Floor of the building known as “ **THE CANVAS** ” along with proportionate right in common areas of the said Building namely passage, foyer, terrace, stairs, lifts etc. along with stipulated undivided interest in the land beneath the super structure of said Building and as per proposed layout of the said Unit, free from all encumbrances, lien, charges or claims whatsoever, for the Sale Consideration of INR ____/- (**Rupees ____ Only**). The total amount paid towards the Sale Consideration is more particularly described and evinced in payment schedule mentioned in clause 9 written herein-above.
- 1.2
- The Allottee shall pay in addition to the Sale Consideration, other charges including charges for development of amenities and usage of common areas as per **ANNEXURE-A** attached with the present agreement. Area Development Charges, balcony, verandha, open terrace and the other charges are hereinafter collectively referred to as the “**Total Sale Consideration**”.
- 1.3
- The Total Sale Consideration including INR ____/- (**Rupees ____ Only**) 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. For the purposes of this Agreement (i) "**Carpet Area**" shall mean and include the net usable floor area of the

said Unit excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Unit for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Unit for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the said Unit, and (ii) “**Exclusive Areas**” shall mean and include exclusive balcony appurtenant to the said Unit for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Unit for exclusive use of the Allottee;

- 1.4
- With respect to amenities other than the amenities as provided, the Allottee shall be entitled to access the amenities developed by Promoter in the said Scheme on payment of additional charges, if any, as may be decided by the Promoter from time to time.
- 1.5
- It is further understood and agreed by and between the Parties that any further areas that may be developed and/ or facilities and amenities that may be provided, over and above and/ or in addition to the common areas and facilities to this Agreement, may be accessible by the Allottee only on payment of extra charges as may be decided from time to time by the Promoter/ Co-operative Society or limited company formed by the flat / shop owners. It is further agreed that the Allottee shall not be entitled to any right in such further areas developed and/ or facilities and amenities provided by the Promoter.
- 1.6
- The Promoter may provide additional common facilities such as road, gates, drainage, ingress, and egress, sewerage, underground, reservoir, pumps, car parking space and other amenities which shall all be part of a common integrated development in the said Scheme and the Allottee shall not have any objection to it.
- 1.7
- The promoter may upon demand of the allottees or an allottee provide for additional amenity, facility or amenities, facilities before or after handing over of charge of the project to the owners association of the allottees, the allottees shall have to pay to the promoter charges for

creation of such amenity or facility as demanded by the allottee.

- 1.8 The promoter may provide for exclusive usage rights of penthouse or open terrace to some units as per the plan.
- 1.9 Further, the Total Sale Consideration as mentioned above excludes taxes, and taxes include Goods and Services Tax, Cess, GSTs, Local Body Tax or other taxes, duties, cesses, levies, charges which are leviable or becomes leviable under the provisions of the relevant laws or any amendments thereto pertaining or relating to the sale of said Unit. Taxes shall be paid by the Allottee upon the demand made by the Promoter within 7 (seven) working days, and the Allottee shall indemnify and keep indemnified the Promoter from and against the same.
- 1.10 The Total Sale Consideration shall not be escalated, save and except an escalation/ increase is due to increase on account of development charges payable to the competent authority and/ or any other surge in charges which may be levied or imposed by the competent authority Local Bodies/ Government from time to time.
- 1.11 It is agreed by the Allottee that the construction has been computed on the basis of Carpet Area of the said Unit being ascertained and consideration is accordingly arrived at. The Allottee agrees that the calculation of Carpet Area in respect of the said Unit is based upon the calculations at this stage and may undergo minor variation at the time of final completion of Construction of the said Unit i.e. when the occupancy certificate has been granted by the competent authority. The Promoter agrees that the variation in the Carpet Area contemplated here in shall be equal to or less than 3% of the Carpet area of the said Unit. In case of variation at the time of completion of construction if there is reduction in the constructed area the promoter shall refund the excess money paid by allottee within a period of 45 days failing which the promoter shall refund the same with interest @ **SBI MCLR + 2%** per annum from the date when such excess amount was

paid by allottee. Similarly in case of increase of area allotted to allottee, the promoter shall demand proportionate additional amount from the allottee at the same rate mentioned in schedule of payment for sale consideration. The Allottee hereby agrees that any such change/ revision in the Carpet Area of the said Unit is acceptable and binding upon him/ her/it/ them.

- 1.12 It is agreed by the Allottee that the construction has been computed on the basis of Carpet Area of the said Unit being ascertained and consideration is accordingly arrived at. The Allottee agrees that the calculation of Carpet Area in respect of the said Unit is based upon the calculations at this stage and may undergo minor variation at the time of final completion of Construction of the said Unit i.e. when the occupancy certificate has been granted by the competent authority. The Promoter agrees that the variation in the Carpet Area contemplated herein shall not be more than 3% of the Carpet area of the said Unit. The Allottee hereby agrees that any such change/ revision in the Carpet Area of the said Unit is acceptable and binding upon him/ her/it/ them.
- 1.13 The Allottee hereby confirms and declares that the Promoter has the right to adjust/ appropriate all payments made by him/ her/ them/ it under any head(s) of dues against any lawful outstanding amounts, if any, in his/her/ their/its name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.

2. Alterations and Modifications

- 2.1 It is understood and agreed between the Parties that the Promoter is constructing the said Unit in the said Building in accordance with the, layout, plans, designs and specifications presently approved and sanctioned by the concerned local authorities or as may hereafter, from time to time, be approved by the concerned local authorities with such variations, modifications or alterations as the promoter may, from time

to time, consider necessary or as may be required by the concerned authorities.

- 2.2 The Promoter shall construct 08 building(s) 03 Wing(s), consisting of 02 basement and 01 ground, and 14 upper floors on the Project Land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. The promoter shall be entitled to make minor change or variation without informing the allottee. Provided that the Promoter shall obtain prior consent in writing of the Allottee in respect of major variation or modifications which may adversely affect the said Unit of the Allottee except any alteration or addition required by any Government authorities or due to change in law. In case of any minor variation or modification of the unit of the allottee the promoter need not require any consent of the allottee.
- 2.3 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and shall, before handing over possession of the said Unit to the Allottee, obtain from the concerned local authority occupancy and /or completion certificates in respect of the said Unit.
- 2.4 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the said Scheme and handing over the said Unit to the Allottee. Similarly, the Allottee is required make timely payments of the installment and other dues payable by him/ her/ them/ it and meeting the other obligations under the Agreement for the timely completion of construction by the Promoter as set out in this Agreement

3. Sale Consideration

- 3.1 The Sale Consideration of the said Unit is **Rs.____/- (Rupees _____**

Only). As on the date hereof the Allottee has paid a sum of Rs. _____/- (**Rupees _____ Only**) (hereinafter is referred to as **“Earnest Money”**) being part payment of the Sale Consideration. The Allottee hereby agrees to pay the Promoter the balance amount of the Sale Consideration of Rs. _____/- (**Rupees _____ Only**) (hereinafter referred to as the **“Balance Sale Consideration”**) for the purchase of the said Unit in the manner set out in the **PAYMENT SCHEDULE** MENTIONED IN **CLAUSE 9** herein above.

- 3.2 The Allottee further agrees to pay the Promoter a sum of Rs. _____/- (**Rupees _____ Only**) towards other charges as set out in **Annexure “A”** to this Agreement (**“Other Charges”**).
- 3.3 The Allottee shall make payment of the Balance Sale Consideration under this Agreement by account payee cheques and /or demand drafts and/or pay orders in favour of **“KAVISHA ATRIA LLP”** payable at **Ahmedabad**. The other payments with regard to amount towards advance maintenance, share money, legal charges, society admission fee, proportionate share of taxes, Electricity charges, AUDA / AMC charges, statutory dues etc. as provided in **Annexure “A”** hereunder shall be payable by the Allottee separately as may be indicated by the promoter (including remittances from abroad) in favour of **“KAVISHA ATRIA LLP”** payable at **Ahmedabad**. The amounts mentioned in the Annexure **“A”** hereto are indicative. The Allottee agrees to pay to the Promoter any incremental charges over and above the charges indicated in Annexure **“A”**. The Allottee hereby also agrees to pay any additional charges such as area development, utility management, infrastructure development and management, etc. at actuals over and above the Sale Consideration agreed upon.
- 3.4 The Allottee further agrees to pay to the Promoter an interest at **SBI MCLR + 2% per annum**, for the period of delay, from the date any amount becomes due and/or payable as per the **PAYMENT SCHEDULE MENTIONED IN CLAUSE 9** and Annexure A of this Agreement to the

Promoter till the actual payment thereof, without prejudice to the other rights and remedies available to the Promoter. Once interest becomes due and payable under this clause by the Allottee, any payments made by the Allottee thereafter shall be first adjusted towards the interest due until the entire interest accrued has been received by the Promoter, and only thereafter the balance amount of the payment received by the Promoter shall be considered as payment by the Allottee towards the Balance Sale Consideration.

- 3.5 Notwithstanding anything contained in this Agreement, any amounts received from the Allottee pursuant to this Agreement shall be utilized as under:
- (i) Firstly, towards all statutory taxes due and payable on each invoice raised by the Promoter (where taxes in respect of the oldest invoice shall be cleared first) until all taxes payable have been recovered by the Promoter;
 - (ii) Secondly (and only after all amounts under sub-clause (i) have been recovered), in the event any interest becomes due and payable under Clause 3.4 above by the Allottee, towards such interest due until the entire interest accrued has been received by the Promoter,
 - (iii) Thirdly (and only after all amounts under sub-clause (ii) have been recovered), towards part of the Sale Consideration raised under various invoices where the amount raised under the oldest invoice shall be cleared first;
 - (iv) Further, in the event there is any amount remaining after adjustment of all the aforesaid amounts, the excess shall be treated as an advance received from the Allottee, however, the Allottee shall not be entitled to receive any interest on such advance paid.
- 3.6 The Allottee shall not raise any dispute or object to the sale price that

may be settled between the Promoter and other Allottees of flats / shops of the said Building.

- 3.7 For the purpose of facilitating the payment of the consideration the Allottee shall be entitled to apply for and obtain financial assistance from Banks/Financial Institutions. In no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which the Allottee may obtain from such Bank/ Financial Institutions.
- 3.8 The Allottee acknowledges that the Balance Sale Consideration and the Other Charges does not include cost of registration, stamp duty, legal charges, statutory levies such as service tax, corpus fund which shall be borne by the Allottee in addition to the consideration paid as set out in clauses 3.1 and 3.2 hereinabove.
- 3.9 The Allottee will comply with its responsibility under various acts and regulations, including Income Tax provisions/ Tax Deduction at source and shall indemnify the Promoter from any non-compliance on its part.

3A Provisions Relating to Allottees residing outside India

- (i) The Allottee, if resident outside India shall be solely responsible to comply with the provision of the Foreign Exchange Management Act, 1999 (FEMA) and the Foreign Exchange Management (Acquisition and transfer of Immovable Property in India) Regulation, 2000 and/ or all other statutory provision as laid down and notified by Government or concerned statutory authorities from time to time, including those pertaining to remittance of payment for acquisition of immovable property in India.
- (ii) For the purpose of remitting funds from abroad by the Allottee, the particulars of beneficiary are to be furnished.
- (iii) The Promoter shall not be responsible towards any third party making

payment/remittance on behalf of the Allottee and such third party shall not have any right in the said Unit in any manner whatsoever and the Promoter shall issue the payment receipt in the name of the Allottee only.

- (iv) For the purpose of remitting funds from abroad by the Allottee, the following particulars of the beneficiary have to be provided by the Allottee:-

- a) Beneficiary's Name : _____
- b) Beneficiary's A/c. No. : _____
- c) Bank Name : _____
- d) Branch Name : _____
- e) Bank Address : _____
- f) Swift Code : _____

- (v) If the Allottee is a non-resident/foreign national of Indian origin, foreign nationals/foreign company, any refund in terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactment or amendment thereof and the rule and regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India; he/she/it/they shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. The Promoter accepts no responsibility in this regard. Further, whenever there is a change in the residential status of the Allottee after this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter.

- (vi) If any of the payment cheques/ banker's cheque or any other payment

instructions of/ by the Allottee is/ are not honored for any reason whatsoever, then the same shall be treated as default under Clause 11 below and the Promoter may at its option be entitled to exercise the recourse available there under. Further, the Promoter may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of INR 5,000/- (Rupees Five Thousand only) for dishonor of a particular payment instruction for first instance and for second instance the same would be INR 10,000/- (Rupees Ten Thousand only) in addition to the interest for delayed payment. Thereafter, no cheque will be accepted and payments shall be accepted through bank demand draft(s) only.

4. Completion of Sale and Possession

4.1 Notwithstanding anything contained herein, the completion of sale shall be effected upon the fulfillment of the following:

- (i) completion of construction of the said Building and/or the said Unit is ready for occupation;
- (ii) receipt of the Completion Certificate/ Occupation Certificate/ Part Occupation Certificate/ Building Use Permission as required to be obtained under prevailing law has been provided by competent authority;
- (iii) receipt of the consideration from the Allottees set out in the payment schedule in clause 9;
- (iv) receipt of all the charges towards common areas and amenities as mentioned in Annexure “A” hereto and all other amounts and deposits as may be fixed by the Promoter and pay any additional charges such as area development, utility management, infrastructure development and management, etc. at actuals over and above the Sale Consideration if any along with the interest on late payments;
- (v) receipt of all amounts required to be paid by the Allottee for

any additional amenities/ alteration for the said Unit; and

(vi) Execution and registration of the Sale Deed by affixing necessary stamp duty and payment of registration fee, legal charges and other incidental charges by the Allottee.

4.2 The ownership rights to the said Unit shall vest in the Allottee only after all the conditions for the completion of sale as set out in clause 4.1 are satisfied. The possession of the said Unit shall be handed over to the Allottee on acquiring the ownership rights to the said Unit.

4.3 All outstanding amounts payable by any Party under this Agreement to other Party shall carry applicable interest at the rate of 12% (twelve percent) per annum from the date they fall due till the date of receipt/realization of payment by the other Party.

4.4 Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts as chronicled in clause 3.5 above.

4.5 The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with brand, or price range to be provided by the Promoter at his/her/its/ their option in the said Building

5. Possession of the said Unit

5.1 The Promoter may complete the said Building or any part or portion thereof and obtain part/ full occupation certificate thereof and give possession of the said Unit therein to the Allottee and the other flats/shops/premises to the acquirers of such flats/shops/premises and the Allottee herein shall have no right to and shall not object to the same and the Allottee hereby gives his/her/its/their specific consent to the same. If the Allottee is/ are offered possession of the said Unit in such part or completed portion of the said Building, the Promoter and/or its agents or contractors shall be entitled to carry on

the remaining work, including further and additional construction work of the said Building in which the said Unit is situated and if any inconvenience, hardship, disturbance or nuisance is caused to the Allottee, the Allottee shall not protest object to or obstruct the execution of such work nor the Allottee shall be entitled to claim any compensation and/or damages and/or to complain for any inconvenience, hardship, disturbance or nuisance which may be caused to him/her/it/them or any other person/s.

5.2 The Promoter shall endeavor to complete the construction of the said Unit and give possession on or before 31st day of December of 2025. Upon the said Unit being ready for possession and occupation the Promoter shall issue the Possession Notice to the Allottee of the said Unit.

5.3 The promoter shall complete the construction and hand over the possession of the flat/ shop within the time limit mentioned in clause 5.2, on failure to do so, the promoter shall give compensation at SBI MCLR + 2% per annum to the purchaser per annum on the sale price so paid till then.

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

(i) Force majeure or war, civil commotion or act of God; and

(ii) Any notice, order, rule, notification of the Government and/ or other public competent authority/ Court.

6. Method of Taking Possession

6.1 The Allottee shall take possession of the said Unit within 15 days from the date Promoter offering possession of the said Unit, by executing necessary documents, indemnities, declarations and such other

documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Unit to the Allottee. Upon receiving possession of the said Unit or expiry of the said 15 days from offering of the possession (“**Possession Date**”) the Allottee shall be deemed to have accepted the said Unit, in consonance with this Agreement, and shall thereafter, not make any claim/s, against the Promoter, with respect to any item of work alleged not to have been carried out or completed. The Allottee expressly understands that from such date, the risk and ownership to the said Unit shall pass and be deemed to have passed to the Allottee.

- 6.2 The Allottee hereby agrees that in case the Allottee fail to respond and/or neglects to take possession of the said Unit within the time stipulated by the Promoter, then the Allottee shall in addition to the above, pay to the Promoter applicable maintenance charges towards upkeep and maintenance of the common areas and facilities and common facilities (if any) for the period of such delay. During the period of said delay the said Unit shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Allottee in relation to its deterioration in physical condition.
- 6.3 The Allottee hereby agrees that in case the Allottee fails to respond and/or neglects to take possession of the said Unit within the aforementioned time as stipulated by the Promoter and/or cancel/ terminate this Agreement, then the Promoter shall also be entitled to reserve its right to forfeit the entire amounts received by the Promoter towards the said Unit along with interest on default in payment of installments (if any), applicable taxes and any other charges/ amounts. The Allottee further agrees and acknowledges that the Promoter’s obligation of delivering possession of the said Unit shall come to an end on the expiry of the time as stipulated by the Promoter and that subsequent to the same, the Promoter shall not be responsible and/or liable for any obligation towards the Allottee for

the possession of the said Unit.

7. Formation of Organisation of the Allottees

- 7.1 The Promoter shall form appropriate Co-operative Society/ limited company/ body of association of Allottees(hereinabove and hereinafter referred to as the “**Organization of Allottees**”) which shall formulate the Rules, Regulations and Bye-laws of such Organization of Allottees of the Allottee of flats / shops developed on the said Building and the Allottee shall be admitted to the membership of such Organization of Allottees. The Allottee along with the other Allottees of the flats/ shops in the said Building shall join in forming the Organization of Allotteesfor the purpose of maintenance, management and administration of the said Building, to be known and called by such name as the Promoter may decide. The Allottee shall not raise any objection if any changes or modifications are made by the Promoter in the draft bye-laws, as may be required by the Registrar of Co-Operative Societies, as the case may be, or any other Competent Authority. The Allottee shall pay to the Promoter his share towards meeting all legal cost, charges and expenses, including professional costs of Advocates/ Solicitors of the Promoter in connection with formation of the society/ limited company/ association and for preparing its rules, regulations, bye-laws, etc. and the cost of preparing and engrossing the conveyance (as depicted herein below);
- 7.2 Within 15 (fifteen) days after notice in writing is given by the Promoter to the Allottee that the said Unit is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the Carpet Area of the said Unit) of outgoings in respect of the land and buildings 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 managed by the co-operative society or association ;

7.3 Until the society or limited company is formed, the promoter shall bear the expenses in actual terms and shall debit the same to the society once formed or the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee share is so determined, the Allottee shall pay to the Promoter provisional monthly contribution of INR 2/- (Rupees Two Only) per sq.ft., per month towards the maintenance charges. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the same transferred to the society or the association of the limited company as aforesaid;

7.4 In the event of the Organization of Allottees being formed and in the event of the Allottee being admitted as a member of the Organization of Allottees before the sale of all the premises in the said Building, the powers and authorities of the Organization of Allottees of the premises in the said Building shall be subject to the overall control of the Promoter in respect of any of the matter concerning the said Building. The Promoter shall have absolute authority and control as regards the disposal of the unsold premises or the premises of which the agreement is cancelled at any stage for any reason whatsoever, and all the Allottees of such premises shall be admitted as member of the Organization of Allottees with the same rights, same benefits and subject to same obligation as the Allottee and the other members of the Organization of Allottees may be entitled/ liable to any reservation of condition whatsoever and the Allottee hereby agrees to give consent to admit such Allottees as the members of the Organization of Allottees without raising any objection whatsoever and without demanding any additional amounts except share money . Further, Promoter may become a member of the association/ society/ limited company to the extent of the unsold/ un-allotted unit in the said

Building; and

7.5 At the time of registration of conveyance or lease of the structure of the said Unit of the said Building, the Allottee shall pay to the Promoter, the Allottee share of stamp duty and registration charges payable, by the association/ society/ limited company on such conveyance or lease or any documents or instruments of transfer in respect of the structure of the said Unit of the said Building.

8. Conveyance

Upon completion of the entire development of the said Scheme and upon utilization of the entire FSI available, the Promoter has the right to convey the common areas and facilities appurtenant to the said Building alongwith the land beneath the superstructure to the Organization of the Allottees. Upon formation of such Organization of the Allottees/ association/society/ limited company, the Promoter shall convey the common areas and facilities in the said Scheme to the Allottees which shall be administered and managed by the Organization of the Allottees/ association/society/ limited company. Further, the Promoter has the right to convey the common areas and facilities appurtenant to the said Scheme to the Allottees and the undivided land in the said Scheme to the Organization of the Allottees/ association/society/ limited company to be formed of the Organization of the Allottees. The Allottee hereby agree(s) and confirm(s) that till conveyance of the flats / shops and underlying land to the Organization of the Allottees, the Allottee shall continue to pay all the outgoings as imposed by AUDA and / or concerned authorities and proportionate charges to the Promoter from time to time. All costs, charges and expenses including stamp duty, registration charges and expenses incidental to the preparation, stamping and execution of such deed of assignment/transfer shall be borne and paid by the Organization of the Allottees/ association/all Allottee of flats / shops in the said Building on a proportionate basis.

9. Covenants, Representations & Warranties

The Promoter do hereby represents, covenants and undertakes as under:

- (i) has clear and marketable title with respect to the Project Land; as declared in the title report and has the requisite rights to carryout development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the said Scheme;
- (ii) has lawful rights and requisite approvals from the competent Authorities to carryout development of the said Scheme and shall obtain requisite approval from time to time to complete the development of the said Scheme;
- (iii) There are no encumbrances upon the Project Land or the said Scheme except those disclosed in the title report;
- (iv) There are no litigations pending before any Court of law with respect to the Project Land or the said Scheme except those disclosed in the title report;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project Land or the said Scheme/said Building 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 Land or the said Scheme/said Building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project Land or the said Scheme/said Building and common areas;
- (vi) has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

- (vii) 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 or the said Scheme and the Said Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) confirms that the Promoter is not restricted in any manner whatsoever from selling the Said Unit to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed of the structure to the organization of Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Organization of the Allottees;
- (x) 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 outgoing, whatsoever, payable with respect to the said Scheme to the competent Authorities;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Project Land) has been received or served upon the Promoter in respect of the Project Land and/or the said Scheme except those disclosed in the title report.
- (xii) construct the said Building in accordance with the plans, designs, specifications approved by the concerned local authority and which have been provided to the Allottee, with such variations and modifications as the Promoter may consider necessary on final approval of the said Scheme or otherwise as required by the concerned authority;

- (xiii) The promoter undertakes to indemnify the allottee against all loss or damages of any structural defect in the construction of the building for a period of five years from handing over of the possession to the allottee however the defect must be of major in nature and must be certified by the structural engineer or architect of the promoter. The opinion of the structural engineer or architect of the promoter shall be final and cannot be questioned by the allottee in any manner before any forum.
- (xiv) The amounts paid by the Allottee to the Promoter as contribution towards the outgoings shall remain with the Promoter, till the Organization of the Allottees is formed. The said amount or balance, if any, of the aforesaid deposits and advances shall be paid over by Promoter to the Organization of Allottees to be formed by the allottees of the flats / shops in the said Scheme; and
- (xv) The promoter shall complete the construction and hand over the possession of the flat/ shop within the time limit mentioned in clause 5.2, on failure to do so, the promoter shall give compensation at SBI MCLR + 2% per annum to the purchaser per annum on the sale price so paid till then.
- (xvi) The Promoter hereby confirms that, the Promoter has adhered to all the applicable local laws and relevant other laws towards the said Property.

The Allottee do hereby represents, covenants and undertakes as under:

- (i) On or before delivery of possession of the said Unit pay to the Promoter, the Total Sale Consideration, proportionate share of taxes, any other charges as decided by the Promoter, the amount towards advance maintenance, share money, legal charges, society admission fee, stamp duty, registration fees, as fixed by the Promoter and such amounts agreed upon herein;

- (ii) Take possession of the said Unit within 15 days of the Promoter giving intimation to the Allottee that the said Unit is ready for use and occupation;
- (iii) The common area, facilities and amenities, lobbies, entrances and stairways of the said Building shall not be obstructed or used for any purpose other than ingress to and egress from the said Unit;
- (iv) Use the said Unit or any part thereof or permit the same to be used only for purpose of residence / commercial if shop and shall not use it for any other purpose(s) whatsoever.
- (v) The residential unit allottee shall not be permitted to use the allotted areas and amenities for commercial unit allottees.
- (vi) Areas separately kept for them, likewise the commercial unit allottee shall not be entitled to use any area or amenity for the residential unit holders. Both commercial and residential unit holders shall abide by these conditions strictly and on failure to comply with the same shall be charged with the fine as per the house rules or bye laws of the society or association of the allottees.
- (vii) Pay proportionate or full amount as the case may be towards deposit, services charges, supervision charges and any other such statutory demand from the government authorities for providing electrical power, energy meters, water connection, sewerage and drainage connection etc. as applicable, in addition to the agreed consideration of the said Unit;
- (viii) pay to the Promoter share money, society admission fee, proportionate share of taxes, cess, Electricity charges, AUDA / AMC charges, statutory dues etc. on actuals and the legal charges within seven days of demand thereof by the Promoter;

- (ix) Sign and execute the application for membership and other papers and documents necessary for the formation of the Organization of Allottees and for becoming a member of such Organization of Allottees, and sign and return to the Promoter within 7 days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the Organization of the Allottees;
- (x) Maintain the said Unit at his/ her/ their/ its own cost in good condition from the date the possession of the said Unit and not do anything in or to the said Building in which the said Unit is constructed or to the staircase or any passages or to do anything which may be against the rules, regulations or bye-laws of concerned Organization of Allottees or any other authority or change/alter or make addition in or to the building in which the said Unit is constructed and the said Unit itself or any part thereof without the prior permission of such Organization of Allottees and/or the concerned authorities;
- (xi) The Allottee shall not protest, object to or obstruct the execution of the construction work nor the Allottee shall be entitled to claim any compensation and/or damages and/or to complain for any inconvenience, hardship, disturbance or nuisance which may be caused to him/ her/ it/ them or any other person/s, for any inconvenience, hardship, disturbance or nuisance caused to the Allottee during the construction of the said Building by the Promoter;
- (xii) Not to interfere with the rights of the Promoter to construct at such locations, as it may from time to time decide, any additional buildings/structures, sub-stations for electricity or and build underground and overhead tanks structures for watchman cabin, toilet units for domestic servants/ watchmen, septic tank, soak pits and other structures the locations of which are not

particularly marked or shown in the building plans or layout plans and laying through or under or over the ground or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, water harvesting arrangement, tube well and other devices etc. belonging to or meant for the said Building and other structures which are to be developed and constructed by the Promoter, and raise any dispute in any Court of law by way of injunctions or prohibitory orders from any tribunal, body or authority or under any provisions of law or otherwise;

- (xiii) Shall use the common DTH disc and telecommunication’s service provider as provided on the common terrace and shall not put up any personal disc and draw cables out of it in the common areas;
- (xiv) Not to do anything which causes damage or is likely to jeopardize the safety of the said Unit and the said Building which shall reduce the value thereof and any damage caused to the said Building or to the said Unit on account of negligence or default of the Allottee, the Allottee shall be liable for the consequences thereof;
- (xv) Carry at his/ her/ their/ its own cost all internal repairs to the said Unit and maintain the said Unit and maintain the said Unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the said Building in which the said Unit is situated which may be contrary to the rules and regulations and bye-laws of the society/ 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

- (xvi) Not to demolish or cause to be demolished the said 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 said Unit or any part thereof, not to make any alteration in the elevation and outside colour scheme of the building in which the said Unit is situated and keep the portion, sewers, drains, pipes in the said Unit and appurtenances thereto, in good tenantable conditions and not chisel or in any other manner damage columns, beams, wall, slabs or RCC, Partition walls, shear walls or other structural components in the said Unit without the prior written permission of the Promoter/ Organization of the Allottees;
- (xvii) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Building in which the said Unit is situated or any part thereof, or whereby any increased premium shall become payable in respect of such insurance;
- (xviii) Bear and pay all present and future applicable taxes/ levies/ cesses and/ or any increase thereto including service tax, VAT, local taxes, water charges, insurance, duties, cess and such other levies, if any, which are imposed by the concerned local authority and/ or Government and/ or other public authority, as and when demanded by the Promoter including but not restricted to Goods and Services tax on sale of premises by the Promoter or on account of change of user of the said Units by the Allottes/s;
- (xix) Pay the applicable stamp duty, registration charges Legal/Advocate charges and other incidental expenses payable, at the time of registration of this Agreement and the Sale Deed or any other deed/ instrument incidental thereto, whenever the same is executed;
- (xx) The Allottee shall not let, sub-let, transfer, assign or part with

interest or benefit factor of this Agreement or part with the possession of the said Unit until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up;

- (xxi) Shall not put or allow to be put any Board, Name Plate, Sign Board and/or any other kind of display of any nature, on the common wall, main entry gate and/ or on the exterior side of the development to be planned and/ or in the open space to the Project Land or any part of the building except whatever is provided by Promoter, without the written consent of Promoter. The size, colour and place of the Board/signage (if any) shall be decided by the Promoter;
- (xxii) be responsible for getting his/her/its/their name mutated in the records of the appropriate authority with respect to the said Unit and shall not hold the Promoter liable/responsible to mutate his name with respect to the said Unit;
- (xxiii) The Promoter shall be entitled to utilize the terrace for putting up additional construction in the event of they being granted additional FSI as permissible by law. Further, the Allottee is/are not entitled to claim any right to use and enjoy the terrace provided with the pent house, and pent house terrace will be solely for the use, occupation and enjoyment of the owner of the pent house;
- (xxiv) Observe and perform all the rules and regulations which the Organization of Allottees 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 flats / shops 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;

- (xxv) The Allottee further agrees to pay to the Promoter an interest at SBI MCLR + 2% per annum, for the period of delay, from the date any amount becomes due and/or payable as per the **PAYMENT SCHEDULE MENTIONED IN CLAUSE 9** and **Annexure A** of this Agreement to the Promoter till the actual payment thereof, without prejudice to the other rights and remedies available to the Promoter. Once interest becomes due and payable under this clause by the Allottee, any payments made by the Allottee thereafter shall be first adjusted towards the interest due until the entire interest accrued has been received by the Promoter, and only thereafter the balance amount of the payment received by the Promoter shall be considered as payment by the Allottee towards the Balance Sale Consideration.
- (xxvi) Observe and perform all the stipulations and conditions laid down by the Promoter/ Organization of Allottees regarding the occupation and use of the said Unit in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoing in accordance with the terms of this Agreement;
- (xxvii) Permit the Promoter and its surveyors and agents, at all reasonable times, to enter into and upon the said Building or any part thereof for the purpose of carrying out repairs/ maintenance, till the conveyance of all rights, title and interest in the said Building in which said Unit is situated is executed;
- (xxviii) The Allottee agree(s) and undertake(s) to maintain and not to do anything which has the effect of affecting the structural stability of the said Building and also not to store or bring and allow to be stored and brought in the said Unit any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the said Building or any portion of any fittings or fixtures thereof including windows, doors, floors, etc.

in any manner. The Allottee shall not do or cause anything to be done in or around the said Unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Unit or adjacent to the said Unit. The Allottee shall not make in the said Unit any structural additions and/or alterations to the beams, columns, partition walls, shear walls, etc. or improvements of a permanent nature. If the Allottee demolishes, punctures, and/or in any other way alters the existing walls and/ or add or in any way put up a new concrete or masonry structure/ partition in the said Unit, since the building structure is not designed to take such load the stability of the said Building will be endangered. The Allottee further indemnifies the Promoter that in the event of happening of any of the events as mentioned above, the Allottee would be solely responsible for the same;

- (xxix) The Allottee undertakes that the Allottee has/ have taken the decision to purchase the said Unit out of his/ her/ their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Allottee by the Promoter in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement;
- (xxx) Save and except the information/ disclosure contained herein the Allottee confirm(s) and undertake(s) to not to any make any claim against Promoter or seek cancellation of the said Unit or refund of the monies paid by the Allottee by reason of anything contained in other information/ disclosure not forming part of this Agreement including but not limited to publicity material/ advertisement published in any form or in any channel;
- (xxxi) The Allottee agree(s) and undertake(s) that the Promoter shall

not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the said Unit and/ or Car Park(s) by concerned authorities due to non-payment by the Allottee or any other flat / shop allottee of their respective proportion of the taxes/ outgoings payable to the concerned authorities on account of default in making such payments;

- (xxxii) Not to raise any requisition for further documents or objection to the title and/or the rights of the Promoter in relation to the Project Land on any ground whatsoever;
- (xxxiii) Confirm/ declare that he/ she/ they has/ have agreed to purchase the said Unit after due verification of all the relevant aspects and has satisfied himself/ herself/ themselves/ itself in this regard; and
- (xxxiv) The allottee after entering into this agreement and before execution of sale deed, if creates any third party rights or transfer his rights to the third party he shall take prior permission of the promoter and if promoter permits any such transfer he shall be at the discretion to set the terms and conditions for grant of such transfer permission and shall also be at liberty to charge from the allottee or the third party any amount for permitting such transfer and the allottee or such third party shall have no right to object to the same. Any such transfer would not be valid till payment of the charges demanded by the promoter for granting permission for such transfer of the rights.
- (xxxv) Confirm/ declare that any refund to be made under this Agreement by the Promoter to the Allottee, shall be made in favour of the First Applicant (in case of more than one applicant/Allottee) of the said Unit. Such refund by the Promoter in favour of the First Applicant shall be deemed to be made in

favour of all the applicants/Allottees of the said Unit and all the applicants of the said Unit shall adjust the refunded amount as per their internal understanding. The Parties hereby agree to this mode of refund by the Promoter and further state and confirm that this mode of refund shall absolutely discharge the liability of the Promoter against the remaining applicants/Allottees of the said Unit.

- (xxxvi) Confirm/ declare that he/ she/ they/ it shall not claim any right, title or interest in case of any additional FSI being made available to the Promoter with regard to the said Building over and above what has been contemplated herein and the Seller shall be entitled to utilize the same as per their mutual understanding; and
- (xxxvii) Shall not install any outdoor unit for air-conditioning in view of the VRV air-conditioning system provided by the Promoter in the said Unit.

10. House Rules

- (i) The lobbies, entrances and stairways of the said Building shall not be obstructed or used for any purpose other than ingress to and egress from the said Unit;
- (ii) No Allottee shall make or permit any disturbing noises in the said Unit or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other purchase Allottee. No Allottee shall use any loud speaker in the said Unit if the same shall disturb or annoy other occupants of the said Building;
- (iii) Each Allottee shall keep his Unit in a good state of preservation and cleanliness and shall not indulge into spitting of pan/ ghutka any portion/ area of the said Building;

- (iv) No article shall be allowed to be placed in the staircase landings or fire towers or fire refuge area nor shall anything be hung or shaken from the floor, windows, common terrace only as the terrace has been provided to the penthouse holder or balconies or place upon the window grills of the said Building. No fences or partitions shall be placed or affixed to any common terrace only as the terrace has been provided to the penthouse holder without the prior approval of the Promoter/ Organization of Allottees;
- (v) No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the said Building except such, as shall have been approved by the Promoter/ Organization of Allottees, nor shall anything be projected out of any window of the said Building without similar approval;
- (vi) Water-closets and other water apparatus in the said Building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Allottee in whose flat / shop it shall have been caused;
- (vii) No bird or animal shall be kept or harboured in the common areas of the said Building. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the said Building unless accompanied;
- (viii) No television disc shall be attached to or hung from the exterior of the said Unit;
- (ix) Garbage and refuse from the said Unit shall be deposited in the garbage chute provided near the service lift only in the said Building and at such time and in such manner as the Promoter/ Organization of Allottees may direct. All the kitchen waste shall be dumped by the Allottee i.e. the flat / shop owners to be dumped in the chute in the

garbage bag only;

- (x) No vehicle belonging to Allottee or to a member of the family or guest, tenant or employee of the Allottee shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of said Building by another vehicle;
- (xi) The Allottee shall regulate the actions of their domestic help in consonance with the house rules mentioned herein and shall be responsible for their actions; and
- (xii) These house rules may be added to, amended or repealed at any time by the Promoter/ Organization of Allottees.

11. Default by Allottee

- 11.1 In the event, the Allottee fails or neglects to (i) make the payment of the Balance Sale Consideration in installment in accordance with terms of this Agreement and all other amounts due including but not limited to estimated other charges due from the Allottee as mentioned in this Agreement on due dates and/ or (ii) comply with its obligations, terms conditions as set out in this Agreement, the Promoter shall be entitled, without prejudice to other rights and remedies available to the Promoter including charging of interest for delayed payment, after giving 15 (fifteen) days prior notice to the Allottee, to cancel/terminate the transaction.
- 11.2 In case the Allottee fails to rectify the default within the aforesaid period of 15 (fifteen) days then the Promoter shall be entitled, at its sole option, to terminate this Agreement and forfeit (a) Earnest Money from the amounts paid till such date and (b) Interest on any overdue payments and (c) brokerage paid to brokers, if any, and (d) administrative charges as per Promoter’s policy and (e) all taxes paid by the Promoter to the Authorities and (f) amount of stamp duty and registration charges to be paid on deed of cancellation of this Agreement, if Agreement for Sale is registered and (g) any other taxes

which are currently applicable or may be applicable in future and (h) subvention cost (if the Allottee has opted for subvention plan) which the Promoter may incur either by way of adjustment made by the bank in installments or paid directly by the Promoter to the bank, (collectively referred to as the “**Non-Refundable Amount**”). Balance amounts, if any, without any liabilities towards costs/ damages/ interest etc. shall be refunded without interest whatsoever simultaneously upon the Allottee executing and registering the deed of cancellation or such other document (“**Deed**”) within 6 (six) months of termination notice by the Promoter, failing which the Promoter shall be entitled to proceed to execute /register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Allottee and the Allottee hereby acknowledges and confirms. The Parties further confirm that any delay or default in such execution/ registration shall not prejudice the cancellation, the Promoter’s right to forfeit and refund the balance to the Allottee and the Promoter’s right to sell/transfer the said Unit including but not limited to Car Park(s) to any third party. For the sake of clarity, the interest and/or taxes paid on the Total Sale Consideration shall not be refunded upon such cancellation/ termination. Further, upon such cancellation, the Allottee shall not have any right, title and/or interest in the said Unit and/or Car Park(s) and/or the said Building and/or the Project Land and the Allottee waives his/ her/ their/ its right to claim and/ or raise any disputes against the Promoter in any manner whatsoever. The Allottee acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.

11.3 Termination by Allottee before Possession Date: In the event, the Allottee intends to terminate this Agreement, then the Allottee shall give a prior written notice (“Notice”) of 60 (sixty) working days to the Promoter expressing his/ her/ its/ their intention to terminate this Agreement. The Allottee shall also return all documents (in original) with regards to this transaction to the Promoter along with the Notice. Upon receipt of Notice for termination of this Agreement by the

Promoter, this clause shall be dealt with in accordance with clause 11.1 above.

12. Representation for Third Parties

The Allottee hereby acknowledge(s), agree(s) and undertake(s) that the Allottee shall neither hold the Promoter or any of its sister concerns/ affiliates liable/ responsible for any representations/ commitments/ offers made by any third party to the Allottee nor make any claims/ demands on the Promoter or any of its sister concerns/ affiliates with respect thereto.

13. General Representations and Warranties

Each party represents and warrants to the other that:

- (i) It has power to execute, deliver and perform its obligations under this Agreement and all necessary corporate, shareholder and/or any other required sanction has been taken to authorize such execution, delivery and performance;
- (ii) This Agreement constitutes its legal, valid and binding obligation, enforceable in accordance with its terms;
- (iii) The execution, delivery and performance of its obligations under this Agreement does not and will not:
 - (a) Contravene any law, regulation or order of any Governmental or other official body or agency or any judgment or decree of any court having jurisdiction over it; or
 - (b) Conflict with or result in any breach or default under any agreement, instrument, regulation, license or authorization binding upon it or any of its assets.

14. Promoter shall not mortgage or create a charge

After the execution of this Agreement, the Promoter shall not mortgage or create a charge on the said Unit except for construction finance loan or any

other loan used for construction and completion of the project only and if any such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such said Unit.

15. Waiver

Any delay tolerated or indulgence shown by the Promoter, in enforcing the terms, conditions, covenants, stipulations and/or provisions of this Agreement, or any forbearance, or giving of time, to the Allottee by the Promoter, shall not be treated/ construed/considered, as a waiver or acquiescence on the part of the Promoter of any breach, violation, non-performance or non-compliance by the Allottee of any of the terms, conditions, covenants, stipulations and/or provisions of this Agreement, nor shall the same in any manner prejudice, the rights/ remedies of the Promoter.

16. Binding Effect

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee sign(s) and deliver(s) this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

17. Entire Agreement:

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

18. Right to Amend

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

19. Provisions of This Agreement Applicable To Allottee /Subsequent Allottee

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

20. 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.

21. Method of Calculation of Proportionate Share Wherever Referred to in the Agreement

Wherever in this Agreement it is stipulated that the Allottee has to make any

payment, in common with other Allottees in said Scheme, the same shall be in proportion to the Carpet Area of the said Unit to the total carpet area of all the flats / shops in the said Scheme.

22. 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 the 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.

23. Dispute Resolution:

- 23.1 In case the Parties are unable to settle their disputes amicably within 30 (thirty) days of intimation of dispute by either Party, the Parties shall at the first instance, if permitted under applicable laws, have the option to settle through arbitration in accordance to the procedure laid down under the applicable laws. The costs towards the same shall be shared equally by the Parties. The award/ verdict/ order etc. passed therein shall be final and binding on the Parties to the reference.
- 23.2 This Agreement shall be governed by the laws of India and subject to the provisions of Clause 23.1 above the courts at Ahmedabad, Gujarat shall have exclusive jurisdiction in respect of all disputes arising out of or in connection with any matter set out hereinabove.

24. Joint Allottees

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

25. Place of Execution

- a) The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter’s Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Ahmedabad after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar.

- b) The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.

26. Miscellaneous

- 26.1 The Allottee shall have no claim save and except in respect of the said Unit hereby agreed to be sold to him and all open spaces, lobbies, staircases, common terrace only as the terrace has been provided to the penthouse holder, recreation spaces, etc. will remain the property of the Promoter, until the rights title and interest in such properties is transferred to the Organization of Allottees as hereinbefore mentioned;

- 26.2 The Allottee hereby confirms that some unit numbers are penthouses and the terraces along with these penthouses are/ will be in the sole ownership of the respective owners of these penthouses, and the Allottee affirms that it/ he/ she/ they have/ has no objection towards the sole/ personal use, occupation and enjoyment of the terraces of the penthouses by their respective owners. The Allottee additionally confirms that it/ he/ she/ they shall have rights only to use the common terrace located on the top floor of the said Building;

26.3 If the Allottee brings to the notice of the Promoter any structural defect in the said Unit/ said Building within a period stipulated under the applicable laws from the date of handing over of the said Unit to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Unit or the said Building in which the said Unit is situated or any defect on account of workmanship, quality or provision of service then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act and the Rules and Regulations therein. Provided that the defect must be certified by the structural engineer of the promoter and his opinion shall be final and allottee will have no right to question or dispute the same before any forum. Provided that the Promoter shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Promoter or beyond the control of the Promoter. After the Possession Date, any damage due to wear and tear of whatsoever nature is caused to thereto, the Promoter shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Allottee and the Allottee alone shall be liable to rectify and reinstate the same at his/ her/ its/ their own costs.

26.4 All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allotter the Promoter, by Registered Post AD / Under Certificate of posting at the address specified below:

Allottee:

Mr. _____

Promoter: Kavisha Atria LLP

Kavisha Corporate Campus, S.P Ring Road,
Ambali, Ahmedabad-380058.

It shall be the duty of the Allottee and the Promoter to inform each

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

- 26.5 In the event of the said Unit being transferred by the Allottee to a third party, any such Allottee shall also observe all the conditions contained herein which are intended to preserve the homogeneity and purpose of the said Building including but not limited to Clause 11 and suitable clauses, to this effect shall be incorporated by the Allottee in the document conveying the said Unit to such other Allottee;
- 26.6 The Total Sale Consideration as stated in this Agreement excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the said Scheme payable by the Promoter) upto the date of handing over the possession of the said Unit, which shall be separately payable by the Allottee in the manner as may be decided by the Promoter; and
- 26.7 The Promoter shall be entitled to assign its rights and obligations to its subsidiary or affiliate or its group company or any third party for the purpose of development of the said Building or any part thereof as agreed between them subject to the provisions of the Act and Rules and other relevant extant laws in India.

FIRST SCHEDULE

(Description of Project Land)

All those pieces and parcels of part Non-Agricultural land collectively admeasuring about 15358 sq. Mtrs. out of the total land bearing Final Plot No. 113 admeasuring 6738 Sq. mtrs & 116 admeasuring 8620 of Town Planning Scheme No. 429 (Godhavi- Manipur) allotted in lieu of Survey No. 868 admeasuring 4047 Sq. Mtrs, 869 admeasuring 7183 Sq. Mtrs & 872 admeasuring 14366 Sq. Mtrs, collectively admeasuring about 25596 sq. mtrs. situated within the limits of the Village: Godhavi, Taluka: Sanand, in the Registration District Ahmedabad and Sub District: Ahmedabad (Sanand).

SECOND SCHEDULE

(Description of said Unit)

Residential flat / shop bearing No. ____ of the type ____ BHK of carpet area admeasuring ____ sq. mtr, balcony of ____ sq.mtr, washyard of ____ sq.mtr along with exclusive area admeasuring about ____ sq. mtr (“Total Area”) on the __th Floor of the building known as “THE CANVAS” constructed on a portion of the Project Land. The flat/ shop and proportionate right in common areas of the said Building consists of namely passage, foyer, terrace, stairs, lifts etc. along with stipulated undivided interest in the land beneath the super structure of said Building, and bounded as follows:

- East :
- West :
- North :
- South :

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first here in above mentioned.

SIGNED AND DELIVERED

By the within named **Promoter**

KAVISHA ATRIA LLP

Partnership firm through its authorized Partner

Mr. RAMESHBHAI K. PATEL

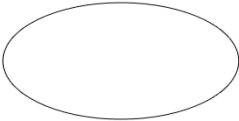
WITNESSES:

1. _____)
2. _____)

SCHEDULE AS PER SEC:-32 (A) OF THE REGISTRATION ACT, 1908

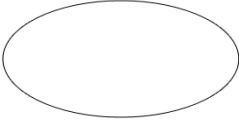
<u>PROMOTER</u>	PHOTO	THUMBMARK
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_____ KAVISHA ATRIA LLP Through its Authorized Signatory Mr. Rameshbhai K. Patel		
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ALLOTTEE

1. _____ (Mr. _____)		
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ANNEXURE “A”
(Payment of other charges towards common areas and amenities)

Details	Amount (in Rs.)	To be Paid to
<u>Other Charges:</u>		
Maintenance Advance	75/- per flat / shop for 24 months	

- In the case of levy of any development charges/Service Tax/VAT/, Swacchh Bharat Cess, KrishiKalyanCess, GST and other levies, taxes & duties in future by the Statutory Authorities, the same shall be borne by the Allottee. –
- The Advance Maintenance of **Rs. ____/-** (equivalent to Rs. 75/- (Rupees Fifty Only) per sq. ft. on super built-up area for 24 months) towards maintenance of the Building.

The above prices/payment plans are subject to revision/withdrawal at any time without notice at the sole discretion of the Promoter.