AGREEMENT FOR SALE

This Agreement for Sale executed on this day of 2024.

By and Between

CORDIAL HOMES PVT LTD (CIN No.U70109KL2018PTC052745), a company incorporated under the provisions of the Companies Act, (Central Act 18 of 2015, 1956 or 2013, as the case may be), having its Registered Office and its Corporate Office at TC No. 22/1130, Sasthamangalam P.O, Thiruvananthapuram, Kerala – 695010. Represented by its **Chairman and Managing Director Mr. N. Dhananjayan Unnithan** (Aadhaar No. 2879 0824 8778) aged 67 years, S/o. Late R. Parameswaran Nair, residing at 'DHANUSS', Kodunganoor P.O., Vattiyoorkavu Village, Thiruvananthapuram - 695 013, authorized vide board resolution dated 2nd January 2019 hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-ininterest, executors, administrators and permitted assignees).

AND

(Aadhar No	, F	PAN:			Son/Da	aughtei
ofaged about					years, r	esiding
at	hereinafter	called	the	"ALLO	TTEE"	(which
expression shall unless repugna	ant to the cor	ntext or	mean	ing ther	eof be c	leemed
to mean and include his/her h	neirs, execut	ors, ad	minis	trators,	success	sors-in-
interest and permitted assignee	es).					

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

WHEREAS

- A. M/s. CORDIAL HOMES PVT LTD, hereinafter as the Promoter having a registered office at TC No. 22/1130, Sasthamangalam P.O, Thiruvananthapuram, Kerala 695010 represented by its Chairman and Managing Director, Mr. N. Dhananjayan Unnithan S/o. Late R. Parameswaran Nair, residing at 'DHANUSS', Kodunganoor P.O., Vattiyoorkavu Village, Thiruvananthapuram 695 013 is the absolute owner in possession of land admeasuring 32.20 cents (13.03 Ares) of land by virtue of a sale deed No. 1133/2023 dated 27.04.2023 in Block No: 17, Re Sy No: 83, old Sy.No. 2571/1-2 & 2571/2-2 in Book I Volume 645 pages from 181-192 of Sub Registry office, sasthamangalam having the power to develop the property by making constructions, sell the constructed area, sell the land in whole or as undivided shares and to deal with the property in any manner. The Promoter is legally competent to deal with the property more described in schedule A in any manner.
- B. The Said Land is earmarked for the purpose of building multi storied residential project, comprising Basement 3+ Basement 2+ Basement 1+Ground +11 Floors and the said project shall be known as "CORDIAL ACHUTHAM"
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Land on which Project is to be constructed have been completed.
- **D.** The Thiruvananthapuram Corporation has granted the building permit to develop the Project vide approval **bearing No E9/BA/47710/21 dated: 28.06.2024.**
- E. The Promoter has obtained the final layout plan approvals for the Project from Thiruvananthapuram Corporation. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable.

floor plan of the apartment is annexed hereto and marked as Schedule B)

- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein
- I. That the Allottee hereby agrees and undertake to pay stamp duties, fees and other incidental expenses to the registration of the documents, KSEB deposit, KWA deposit, water connection charges, GST, if any and other taxes applicable, share of Transformer Cabling, Kerala State Construction Workers Welfare Fund Fee and any other statutory charges. The Allotees also undertakes to pay any increase in the above statutory charges resulting from the statutory obligations or government polices from time to time.
- a. That the Allottee on demand by the Promoter does hereby agrees to deposit with the Promoter a sum to be specified by the Promoter as fund for the Association to be formed. The Allottee also agrees to reimburse the Promoter any expenses incurred for providing temporary supplies of power & water (at commercial rates), security staff, housekeeping, caretaker etc. till such time the permanent arrangements are made after occupancy certificate obtained.
- b. That at the time of handing over of maintenance of common services to a majority of owners in the proposed residential complex, the Promoter shall hand over the said maintenance deposit to the said organization, after deducting any amounts for expense incurred till the date of such handing over as mentioned in Clause I (a).
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations. notifications. etc. applicable to the Project.
- K. 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:

NOW, THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and Valuable consideration, the parties agree as follows:

1. TERMS:

Block No. / Tower No. Apartment No. /	Rate of Apartment per
Type / Floor with Carpet Area in Square Feet	Square Feet
	Rs.

Rate per square feet of the Carpet Area includes the cost of the Apartment, the cost of the proportionate share in undivided land, the proportionate cost of common areas, common amenities, garage/ closed parking, GST, Cess and any other taxes or facilities.

Break-up details of the Total Price of the Apartment

1	Cost of apartment
2	Share of the cost of undivided land
3	Proportionate cost of common areas
4	Common amenities
5	Taxes
6	Closed parking/ uncovered parking
7	preferential location charges if any
8	Any other items

Explanation

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the said apartment
- (ii) The Total Price above includes Taxes (Consisting of tax paid or payable by the Promoter by way of Goods and Service Tax Act and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the apartment.

Provided that in case there is any change / modification of the taxes} the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change/modification.

- (iii) The Promoter shall periodically intimate to the Allottee the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv) The Total price of Apartment includes: 1) Pro rata share in the common areas and 2) Garage(s)/closed parking (s) as provided in the Agreement.
- 1.3. The Total Price is escalation-free, save and except increases which the allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.4. The Allottee shall make the payment as per the payment plan set out in Schedule C
- 1.5. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @......% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, building as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee or such minor changes or alterations as per the provisions of the Act.
- 1.7. 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. 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 specified in the Rules, 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 that 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 feet as agreed in Clause I.2 of this Agreement.

- 1.8. The Promoter agrees and acknowledges, the Allottee shall have the right to the apartment as mentioned below:
 - (i) The Allottee shall have exclusive ownership of the apartment
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of Allottee as provided in the Act.
 - (iii) That the computation of the price of the said apartment includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing common facilities as provided within the Project under this Agreement.
- 1.9. It is made clear by the Promoter and the Allottee agrees that the said apartment along with car parking at free of cost (Excluding 1 BHK) shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee of the Project.
- 1.10. It is understood by the Allottee that all other areas and i.e areas and facilities

falling outside the Project, namely Cordial Layam II shall not form a part of the declaration to be filed with RERA to be filed in accordance with the K RERA Act .

1.11. The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by

it from the Allottee or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

Provided that if the Allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque / demand draft or online payment (as applicable) in favour of M/s Cordial Homes Pvt Ltd payable at Thiruvananthapuram.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 3.1. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (Central Act 42 of 1999), Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transter of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to" fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations 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 part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2. The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS.

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

5. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project 'and handing over the said apartment to the Allottee and the common areas to the association of the Allottee after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/APARTMENT

The Allottee has seen the specifications of the said apartment and accepted the Payment Plan, floor plans, layout plans (annexed along withthis Agreement) which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye—laws, FAR and density norms and provisions prescribed by the KMBR and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT

7.1. Schedule for possession of apartment

The Promoter agrees and understands that timely delivery of possession of the apartment is the essence of the Agreement. The project will be completed in all respects by 30th September 2027. The Promoter based on the approved plans and specifications, assures to handover possession of the apartment on or before 30th March 2028. The Promoter based on the approved plans and specifications, take over possession of the apartment unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the apartment provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the

Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2. **Procedure for taking possession**—The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the apartment to the Allottee in terms of this Agreement to be taken within 3 (Three) months from the date of issue of such notice and the Promoter- shall give possession of the (Apartment/Plot) to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottee, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 45 days of receiving the occupancy certificate of the Project.
- 7.3. Failure of Allottee to take Possession of said apartment Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2 such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 7.4. **Possession by the Allottee**. —After obtaining the occupancy certificate and handing over physical possession of then said apartment to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas. to the association of the Allottee or the competent authority, as the case may be, as per the local laws.
- 7.5. Cancellation by Allottee —The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the K-RERA Act: Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days from such cancellation.
- 7.6. **Compensation** The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project

is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the apartment

- (i) In accordance with the terms of this Agreement, duly completed by the date completed by the date specified in para 7.1.
- (ii) Due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the apartment with interest at SBI BPLR plus two percent within 45 days of such withdrawal including compensation in the manner as provided under the act.

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at SBI BPLR plus two percent for every month of delay, till the handing over of the possession of the apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:—

- (i) The Promoter has absolute, clear and marketable 'title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project.
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out the development of the Project.
- (iii) There are no encumbrances upon the said Land or the Project
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the said apartment.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with

- all applicable laws in relation to the Project, said Land, Building and apartment and common areas
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said (Apartment/Plot) to the Allottee in the manner contemplated in this Agreement:
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical 'possession of the apartment to the Allottee and the common areas to the Association of the Allottee;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property.
- (xi) The Promoter has duly paid and shall continue to pay and discharge all 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.
- (xii) 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 by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

- 9.1. Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:
 - (i) Promoter fails to provide ready to move in possession of the apartment the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession" shall mean that the apartment shall be in a habitable condition which is complete in all respects;
 - (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.
- 9.2. In case Of Default by Promoter under the conditions listed above, Allottee

is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice.

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the apartment.

- 9.3. The Allottee shall be considered under a condition of Default, on the occurrence of the following events:
- (i) In case the Allottee fails to make payments for three consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the (Apartment/Plot) in favour of the Allottee and refund the amount money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the (Apartment/Plot) under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the (Apartment/Plot) together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other

incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration Of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Kerala Stamp Act, 1959 (17 of 1959) including any actions taken or deficiencies/penalties imposed by the competent authorities

11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT

The Promoter shall be responsible to provide and maintain essential services in the said Project till the taking over of the maintenance of the project by the association of the Allottee. The cost of such maintenance has been included in the total price of the apartment.

- 11.1 That the Allottee on demand by the Promoter shall deposit with the Promoter a sum towards Corpus fund for the Association of Allottee to be formed.
- 11.2 After obtaining occupancy certificate, if any arrangements for temporary supply and consumption of power subject to availability will be monitored by an electric meter and rate charged by KSEB / Power Company and value of consumption will be indicated in an invoice raised by Promoter / Allottee Association. This shall be paid by the Allottee without demand till permanent supply is received from KSEB/Power Company. After obtaining occupancy certificate, if any arrangements for temporary supply of water till availability of connection from KWA, will be provided by private tankers and rate charged by such private agency will passed on to Allottee. The value of water consumption shall be disclosed in an invoice raised by Promoter / Allottess Association and this shall be reimbursed by the Allottee without demur.
- 11.3 That at the time of handing over of maintenance of common services to the association of "CORDIAL ACHUTHAM" Allottees or to any organization formed for this purpose by majority of the Allottee in the proposed building complex, the Promoter shall handover the maintenance deposits if any collected after obtaining occupancy certificate to the said organization, after deducting any amounts for expenses incurred till the date of such handing over from the date of getting the Occupancy certificate for the project.

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee hereby agrees to purchase the (Apartment/Plot) on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of Allottee (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottee from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter/maintenance agency/association of Allottee shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottee and/or maintenance agency to enter into the said apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Basement and Service Areas - The basement(s) and service areas, if any, as located within the "CORDIAL ACHUTHAM" shall be earmarked for purposes such as parking spaces and services including but not limited to electric substation, transformer, DG. set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as

parking spaces, and the same shall be reserved for use by the association of Allottee formed by the Allottee for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the said apartment at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said apartment and keep the said apartment its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the said Apartment. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottee and/or maintenance agency appointed by association of Allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of the said apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said apartment all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the said apartment at his own cost.

18. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies).

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the said apartment and of 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 Allottee who has taken or agreed to take such apartment.

20. APARTMENT OWNERSHIP ACT

The promoter has assured the Allottee that the project in its entirety is in accordance with the provisions of the Kerala Apartment Owners Act.(KRERA Act). The promoter showing compliances of various laws/regulations as applicable in the state.

21. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub—Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub—Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) 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. and cancellation procedures shall be made applicable as per K – RERA act.

22. ENTIRE AGREEMENT

This Agreement, along with its schedules, 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.

23. RIGHT TO AMEND

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON 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 Project shall equally be applicable to and enforceable against any subsequent Allottee of the said apartment in case of a transfer, as the said obligations go along with the said apartment for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

- 25.1. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the payment. Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottee.
- 25.2. Failure on the part of the Promoter to enforce at any time or for any period of time the provisions here of shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

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 confirm 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. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVERREFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the said apartment bears to the total carpet area of all the (Apartments/Plots) in the Project

28. 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.

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may by mutually agreed between the Promoter and the Allottee in Thiruvananathapuram 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 te Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Thiruvananthapuram.

30. NOTICES

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

	۷	l	r	•	•	•	•	•	•	•																
-			-	-		-	-		-	-		-		-	-		-	-	-	-	-	-		-		

Mr. N.DHANANJAYAN UNNITHAN

Managing Director

CORDIAL HOMES PVT LTD TC No. 22/1130, Pippinmoodu Road, Sasthamangalam, Thiruvananthapuram-695010

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.

31. JOINT ALLOTTEE

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 which shall for all intents and purposes to consider as properly served on all the Allottee

32. GOVERNING LAW

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

33. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed.

GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT

- A. Not to use or permit the use of the construction referred to in a manner which would diminish the value or utility of the pipes, cisterns and other common amenities provided in the property described in Schedule 1 herein or in any constructions made there in "CORDIAL ACHUTHAM"
- B. Not to carry on any trade or business offensive in nature or which may become nuisance or danger to the owners of the other premises or to the owners or occupiers of the neighboring property or which may depreciate the value of properties or building or any part thereof. Not to raise any construction in addition to that mentioned.
- C. Not to use the space in the land described in Schedule 1 herein, left open after completion of the constructions referred to for parking any heavy vehicle or to use the same in any manner, which might cause hindrance for the free ingress to or egress from any other part of the constructions.
- D. Not to default in the payment of any taxes to be shared with the other joint Allotees of the property described in Schedule 1 below or expenses to be shared by the Allottee of the constructions thereon of any specified part thereof.
- E. Not to make arrangements for the maintenance of the buildings referred to for ensuring the common amenities their for the benefit of all concerned other than that agreed to by all other Allottee and all till and in default of such arrangements by the Allotees, holding a majority of shares in the Schedule 1 property, or by the Promoter.
- F. Not to use or permit to use of any area or any facility or car park exclusively earmarked for any Allottee.
- G. Not to make any structural alterations in terrace area allotted or cause any hindrance to others or cause any construction in violation of Kerala Building Rules.

II. RIGHTS ACKNOWLEDGED BY THE ALLOTTEE

- a. Full right and liberty for all persons who along with the ALLOTTEE own the land described in Schedule "A" hereto (together with all persons authorized or permitted by such persons), at all times by day to by night and for all purpose to go, pass and repass the staircase and the passage inside and outside the building.
- b. Full right and liberty to the persons referred to supra in common with all other persons with or without motors cars

or other permitted vehicles at all times, day and night, and for all purposes to go pass and repass over the land appurtenant to the buildings constructed in the land described in the Schedule 'A'.

- c. The right to subjacent and lateral support shelter and protection from the other parts of the aforesaid building and from the side and roof thereof.
- d. The free uninterrupted passage of running water, soil, gas and electricity, from and to the construction through the sewers, drains, water course, pipes and wires which now are or may at any time hereafter be in, under or passing though the building or any part thereof.
- e. Right of passage for the persons referred to supra in common with all other persons and his agents licensees or workmen to the other parts of the building at all reasonable times, on notice, to where water tanks are situated for the purpose of cleaning, repairing or maintaining the same.
- f. Right of passage for such persons, his agents or workmen to other parts of the buildings at all reasonable times, on notice to enter, for the purpose of repairing cleaning, maintaining or renewing any such sewers, drains and water courses, cables, pipes and wires causing as little disturbance as possible and making good any damages caused.
- g. To lay cables or wires through common walls or passages for telephones, video or computer installations respecting the equal rights of the other Allottee
- h. The right for the persons referred to supra in common with all other persons, and his agents licensees or workmen and others at all reasonable times on notice to enter into and upon other parts of the said building, for the purpose of repairing, maintaining, renewing, altering or rebuilding, giving subjacent or lateral support, shelter or protection to the construction thereof.
- i. The right to do all or any other acts aforesaid without notice in case of emergency.

III. TERMS ACCEPTED BY THE ALLOTTEE

The ALLOTTEE, in proportion to his share, along with other owners, in proportion to his shares, shall be deemed to have accepted the following terms and conditions and to bear the following expenses.

- a. All rates and out-goings payable, if any, in respect of the land described in the Schedule "A" hereto and the building thereon.
- b. The expenses of routine maintenance including painting, white washing, cleaning, etc. and provisions of the common service to the building as set out below.
- c. Maintenance of the pump set, sanitary and electrical lines common to the building.
- d. Replacement of the bulbs in corridors.
- e. Payment of electrical and water charges for common services.
- f. Maintenance of landscaped gardens plantings and related fixtures.
- g. Provision for day/night watchman.
- h. Maintenance of lifts and generator.
- i. The costs of security services for the building.
- j. The costs of upkeep of firefighting equipment and all related services.
- k. Become a member of residential society / association incorporated by the PROMOTER.
- I. Should the ALLOTTEE default in payment due for any common expenses, benefits or amenities, a majority of the owners whether acting through an association/trust or not, while carrying out the services as contemplated above, shall have the right to remove such common benefits, or amenities from his enjoyment.
- m. It shall be compulsory on the part of the ALLOTTEE to act in union with others sharing the undivided share in the said properties through an association/trust or otherwise for the above said act and the decisions/acts done by the said joint body shall be binding upon the Allottee.
- n. The ALLOTTEE agrees and affirms that the name of the proposed residential complex shall always remain "CORDIAL ACHUTHAM"

IV. THE PROMOTER'S COVENANT

- I. The PROMOTER covenant with the ALLOTTEE that the agreement executed by the PROMOTER with all other owners for development of the apartments in the land described in Schedule "A" here to shall contain the restrictions set forth herein.
- II. That the PROMOTER or his assignees claiming under, through or in trust for the PROMOTER will always respect the right of the ALLOTTEE

mentioned in the Agreement.

- III. The PROMOTER transferring leasing or contracting to construct any flats hereafter shall faithfully follow the covenants herein contained and shall not confer any right nor reserved for the ALLOTTEE herein nor contracted to be shared by the ALLOTTEE herein.
- IV. The PROMOTER accepts and agrees that any covenants by the PROMOTER in any future Deed or document reducing or altering the rights of the ALLOTTEE or imposing on the ALLOTTEE any restrictions not found herein shall be void.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee:	Piease affix
Mr	photograph
	and sign
At Trivandrum onin presence of	across the
·	photograph
SIGNED AND DELIVERED BY THE WITHIN	also Please affix
Mr. N. DHANANJAYAN UNNITHAN	photograph
Managing Director	and sign
CORDIAL HOMES PVT LTD	across the
IC No. 22/1130, Pippinmoodu Road,	photograph
Sasthamangalam, Thiruvananthapuram-695010	also
	1

WITNESS

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Schedule A

1	Serial No.	1
2	District	Thiruvananthapuram
3	Taluk	Thiruvananthapuram
4	Sub District	Sasthamangalam
5	Firka	Vanchiyoor
6	Village	Vattiyoorkavu
7	Corporation	Thiruvananthapuram
8	Muri	Anjamada
9	Re Survey Block	17
10	Re Survey No. & Sub Division No.	83
11	Old Survey No.	2571
12	Sub Division No.	1-2, 2-2
13	Extent/Hector /Are/Sq.meter	13.03 Ares (32.20 cents)
14	Thandaper Nos.	60

DESCRIPTION

WHEREAS THE OWNER – absolute owner in possession of land admeasuring 32.20 cents (13.03 Ares) of land by virtue of a sale deed No. 1133/2023 dated 27.04.2023 in Re Sy Block No: 17, Re Sy No: 83, old Sy.No. 2571/1-2 & 2571/2-2 in Book I Volume 645 pages from 181-192 of Sub Registry office, sasthamangalam having the power to develop the property by making constructions, sell the constructed area, sell the land in whole or as undivided shares and to deal with the property in any manner. The Promoter is legally competent to deal with the property more described in schedule A in any manner.

BOUNDARIES

East	Corporation
North	Properties of sri T.M.Mathew
West	Private Road
South	Properties of Sri C.V.mathew

cents undivided share of land in respect of the property
described in Schedule 1 along with Apartment Number
admeasuring
ochedule B i loor i lan or the apartificiti.

Schedule 'C'- Payment plan by the Allottee.

TOTAL APARTMENT COST	
PAY 10% of the total cost for agreement signing	
Pay 10 % of the total cost on completion of foundation	
Pay 5 % of the total cost on completion of Basement 3 Slab	
Pay 5 % of the total cost on completion of Basement 2 Slab	
Pay 5 % of the total cost on completion of Basement 1Slab	
Pay 5 % of the total cost on completion of Ground Floor Slab	
Pay 5 % of the total cost on completion of First Floor Slab	
Pay 5 % of the total cost on completion of Second Floor Slab	
Pay 5 % of the total cost on completion of Third Floor slab	
Pay 5 % of the total cost on completion of Fourth Floor Slab	
Pay5% of the total cost on completion of Fifth Floor Slab	
Pay 5 % of the total cost on completion of Sixth Floor Slab	
Pay 5% of the total cost on completion of Seventh Floor Slab	
Pay 5 % of the total cost on completion of Eighth Floor Slab	
Pay 5% of the total cost on completion of Ninth Floor Slab	
Pay 5 % of the total cost on completion of Tenth Floor Slab	
Pay 3 % of the total cost on completion of Eleventh Floor Slab	
Pay 3 % of the total cost on completion of Plastering	
Pay 3% of the total cost on completion of Flooring and Painting	
Pay 1% on Handing Over	

Schedule D Specifications and Amenities as per Brochure

SPECIFICATIONS

• Foundation:

- Structures: RCC framed structure designed for higher seismic consideration with Footing Foundation.
- Flooring: Superior quality Granite / vitrified tile flooring in entrance lobby. Double charged Vitrified tiles 800 x 800 or 1200 x 600. Equivalent at Bedrooms, living & dinning.
- Toilets: Wall 600 x 300 & Floor, 300 x 300 Vitrified/GVT/Ceramic Tiles with 3mm spacer & Epoxy Grouting for Floor. Somany/AGL/RAK/Equivalent.
- Electrical: All wiring with superior quality copper wires inside the apartments including PVC conduits of ISI standards. Power plugs with adequate light and fan points. Points controlled by ELCB and MCB with independent KSEB meter, Branded Modular switches of Legrand or equivalent quality. Provision for Washing Machine, Fridge etc. and provision for internet connection in one bed room.
- Generator: Generator backup for elevators, water pumps, common area light points and 800W light load in each apartment.
- Fire Safety: Fire Protection systems as per rules.
- Painting: Premium quality putty finish with plastic emulsion paint for internal walls and for ceiling. Balcony handrails painting with enamel paint. Outside walls painting with superior quality weather shield paint. Internal walls & Ceiling: 2 coats wall putty + 1 coat primer + 2 coats smooth silk/matt Emulsion paint. Asian/Jotun/Equivalent.
- Water supply: Water supply arrangements through sump and overhead tank. Individual water meter for each Apartment.
- Balcony: Flooring with anti-skid ceramic/verified tiles and SS handrails
- Elevators: One fully automated passenger lift and one fully automated bed lift. Johnson/Kone/ Equivalent.
- Main Door: Pre Hung Door with Engineered wood jamb full width with both side Architraves. Door of 35mm thick panel, SS ball bearing hinges, SS eye viewer, tower bolt, magnetic door stopper with Biometric/card lock system. Ferro/JACSON/Equivalent.
- Bedroom Doors: Pre Hung Door with Engineered wood jamb 100mm width with one side Architrave. Door of 35mm thick panel, SS ball bearing hinges, tower bolt, magnetic door stopper etc. SS Mortise Lock with Lever Handles with one side Key and other side latch. Ferro/JACSON/Equivalent.
- Windows: Aluminium/UPVC sliding windows with mosquito net provision as per Architectural drawings.
- Plumbing & Sanitary: Wall mounted WC with concealed flush tank/flush valve with Diverter and shower Head, wash basin with CP Pillar cock, Provision for

- horizontal/vertical type Water Heater for Master Bathroom and for other bathrooms as per request.
- Kitchen: -Working Platform 60cm working platform with polished granite top, stainless steel sink with drain board and kitchen faucet.

 ROCA/JAQUAR/KEROVIT/QUEO Equivalent
- Cable TV: Provision for Cable TV Connection in living and Master bedroom (subject to prevailing Government rules).
- Water Supply: Water supply arrangements through sump and overhead tank. Individual water meter for each apartment
- Telephone: Wiring for Telephone in Living and Master bedroom.
- Balcony: Flooring with anti-skid ceramic/vitrified tiles and MS Balusters with GI top rail.

AMENITIES

- Elegant A/C lobby
- AI- Enabled Home
- Video Door Phone
- Provision for electric car charging for all parking slots.
- Terrace mini turf
- Home theatre
- Children's play area
- Multipurpose hall
- Air Conditioned Gym
- Provision for Internet connectivity in each apartment.
- Intercom facility
- Yoga & Meditation space
- Provision for cable TV connection in each apartments
- Name boards
- Generator back-up upto 800w for lifts, water pumps, common areas and designated points in each apartments
- Sewage system
- Security system
- Water supply system through sump and over-head tank
- Digital Lock for main entrance door.
- Automatic gate control system for entry/exit
- Solar assisted lighting in common areas.
- CCTV camera in main entrance, gate portion and lifts
- Garbage disposal- incinerator
- Terrace party area
- Air conditioned Guest suite
- Separate Water meter for each apartment.
- Digital Lock for main entrance door.
- Medical Care at door step.