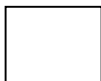


AGREEMENT TO SALE

(Without Possession)

This agreement is made at Ahmedabad on this Day of Month of , 20 . The present agreement is between the parties to be known as the “promoter” and “alottee”, whereas the “alottee” having his address at :.....shall be referred to herein after as “party to the one part and whereas the “promoter” shall be referred to hereinafter as “party to the second part” having his address at: The parties to this agreement has entered into present agreement of sale for the scheme known as “**KAVISHA CELEBRATIONS**“ Situated on Non-Agriculture Land of Mouje – Village Ghuma, Taluka – Daskroi & District - Ahmedabad. Registration District Ahmedabad and Sub-District Ahmedabad-09(Bopal)



Party to the first part :
Allottee Pan –
Age – Adult, Indian Inhabitant,
Address –

Here in after referred to as Allottee or
Party to the First Part in this Agreement
to Sale, which expression shall include
Allottee and his legal heirs, successors,
executors, administrators, assignees etc.

Party to the second part: **KAVISHA INFRACON**
Promoter Authorized Partner

RAMESHBHAI .K PATEL
Age-Adult, Occu. Business, Reli. - Hindu
Address – 100, Shivranjani Society,
Shivranjani Cross Road, Satellite,
Ahmedabad.380015

Here in after referred to as WE-Promoter
or Second Part in this Agreement to Sale,
which expression shall include We-
Promoter and our present and future
Directors, Designators, Successors,
Executors, administrators, assignees etc.



WHEREAS the Promoter is the absolute owner and occupier of immovable property bearing Unit no....., admeasuring Sq. feet i.e..... Sq. mtrs. Carpet Area Construction of the Project bearing which is known as **"KAVISHA CELEBRATIONS"** Situated on the land Block no. – 642/2 admeasuring 1-05-00 Sq. mtrs Final Plot No.104/2 of T.P. Scheme No.3 Mouje Village - Ghuma, Taluka – Daskroi, within the Registration District of Ahmedabad and Sub District of Ahmedabad – 09 (Bopal) which is referred to as the “said property” in this Agreement and more particularly described in the schedule appended with this agreement.

Promoter has purchased the said land of block no. –642/2 from Kanubhai Dahyabhai and others vide registered sale deed which sale deed has registered in the sub-registrar office of Ahmedabad – 09 (Bopal) Vide Reg. Sale Deed No. – 1597, Date –14/03/2016 entry to this effect in the revenue record by entry no.10235 Date 17/03/2016. Since then Kavisha Infracon a partnership Firm is absolute owners and in possession of the said land.

Non-Agriculture Use Permission for said land of block no. 642/2 was granted by Taluka Development Officer, Daskroi Taluka, by order bearing No. –T.P./JMN/G/1/RI.S.R./10/V/959, Date – 29/06/1994 & Building Plan passed by Senior Town Planner AUDA, Ahmedabad vide order no. – PRM/169/07/2017/436, Date – 28/07/2017.



Thereafter, PROMOTER has decided to develop the
RESIDENTIAL cum COMMERCIAL units in the name and
styled “**KAVISHA CELEBRATIONS**”

AND WHEREAS the allottee is offered an apartment/shop
No. On the Floor, in the wing of the building
called “ Kavisha Celebrations” Being constructed in the said
project, by the promoter.

The PROMOTER has full right as a OWNER in above said
property and together with its undivided rights and right of
Membership of the property is sold and conveyed at a price
consideration of **Rs. /- (Rs.)** as agreed upon by
both parties hereto,

AND WHEREAS the promoter has registered the project
under the provisions of the act with The Real Estates Regulatory
Authority At: No..... Authenticated copy of the
same is annexed herewith.

AND WHEREAS on demand from the allottee the
promoter has given inspection to the allottee of all the documents
with regard to the title relating to the project and the plans duly
sanctioned by the competent authority as prepared by the



promoters Architect: Hiren Patel (HPA) And such other documents, as asked for by the allottee and, the allottee is satisfied by the same.

AND WHEREAS the authenticated copies of the plans and specifications of the apartment/ shop agreed to be purchased by the allottee has been given to the allottee.

AND WHEREAS the promoter has already commenced the construction of the said building/s as per the plans sanctioned by the competent authority.

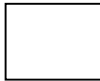
AND WHEREAS the promoter has got necessary approvals and sanctions from the competent authority with regard to specifications, elevations and sections of the building and the promoter will obtain the required approvals from the competent authority to obtain the completion certificate or building use certificate.

AND WHEREAS the carpet area of the apartment is Sq. metres/feets and means net usable floor area of apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace but includes the internal partitions of walls of the apartment.



The PROMOTER hereto has agreed to sale the said property to you the ALLOTTEE/S along with its undivided proportionate rights towards parking, common plot, common roads, common passage, common stair/s, common lift, common club house, and common garden and other common facilities along with proportionate right in all common facilities like common underground & overhead tanks, rights to use water from the common bore-well as well right to use water, tapes, drainage, common plot, common parking, common pass ways, connection electricity fittings etc. and also you the ALLOTTEE/S has agreed to purchase the said property and that pursuant to the said agreement and for sale consideration of the sum of paid as in local parlance us under.

AND WHEREAS the allottee has paid an amount of Rs..... at the time of allotment of the apartment agreed to be sold by the promoter to the allottee as the advance payment, which shall be adjusted towards the total price of the apartment.



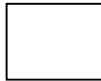
DETAILS OF PAYMENTS AS BANU/TOKEN

No.	Cheq. no.	Date	Bank	Branch	Amount
1					
TOTAL EARNEST MONEY					

Paid by the ALLOTTEE/S to the PROMOTER, I agree to receive the amount in full and remaining amount of consideration will be paid at the within the time limit with following Terms & conditions.

AND WHEREAS The PROMOTER agrees to put the allottee in absolute and vacant possession of the schedule property on payment of full consideration price as per time and schedule stipulate in this agreement after executing the sale deed and upon registration of the same in the jurisdictional Sub Registrar's office.

In accordance with the terms and conditions of this Agreement and as mutually agreed by the parties, the promoter hereby agrees to sell the apartment and the allottee hereby agrees to purchase the apartment.

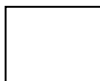


NOW THEREFORE, THIS AGREEMENT WITNESSETH
AND IT IS HEREBY AGREED BY AND BETWEEN THE
PARTIES HERETO AS FOLLOWS:

TERMS & CONDITIONS

1. The promoter shall construct the building consisting of Single basement, and ground Floor , and Fourteen Upper floors on the project land in accordance with the plans, designs, specifications as approved by the competent authority and such other documents, as asked for by the allottee and, the allottee is satisfied by the same.
2. The promoter shall obtain the consent of the majority of the allottees consent prior to the alteration or modifications of major in nature except the alteration and modification which are required by any government authority or due to change in law or as suggested by the architect in the design specifications.
3. The alottee has paid an amount of Rs..... at the time of allotment of the apartment agreed to be sold by the promoter to the allottee as the advance payment, which shall be adjusted towards the total price of the apartment. The amount Paid by the ALLOTTEE/S to the PROMOTER, has been agreed to be received and remaining amount of consideration will be paid at the within the time limit with following Terms & conditions.

Schedule of Payment as below :



Payment Schedule	
Tentative Construction Schedule	Payment (%)
On Application/ allotment letter	10% of sale price
On execution of agreement	30% of the Sale Price(Including Token Amount)
On Completion of Plinth Level Slab	40% of the Sale Price
On Completion of 2rd Floor Slab	46% of the Sale Price
On Completion of 5rd Floor Slab	52% of the Sale Price
On Completion of 8th Floor Slab	58% of the Sale Price
On Completion of 11th Floor Slab	64% of the Sale Price
On Completion of 14th Floor Slab	70% of the Sale Price
On Completion of Masonry and plaster	75% of the Sale Price
On Completion of sanitary work, staircases, lift wells, lobbies	80% of the Sale Price
External plumbing, plaster,elevation,terraces	85% of sale price
On completion of lifts, water pumps, electric fittings, entrance lobby, plinth protection	95%
On Offer of Possession after receipt of completion/ occupancy certificate	100% + Other Charges + Government Levies

4. The total price agreed by the parties is escalation free, save and except escalations/increase, due to increase on account of increase in development charges payable to the competent authority and or increase in charges which may be imposed or levied by the competent authorities and local authorities.
5. The promoter hereby agrees to complete the project in the time schedule agreed and shall hand over the possession of the apartment to the allottee and the common areas to the allottees association.



6. The allottee hereby agrees that he shall make the timely payment of the sale price of the apartment as per the schedule of payment agreed. The delayed payment of the sale price will entitle the promoter to receive interest at the rate of 12% per annum, till actual realization of the outstanding dues. The consecutive two defaults in payment will entitle the promoter to terminate the agreement and deduct the cancellation charges @ 25% of the amount paid by the allottee.
7. If the promoter fails to hand over the possession in the time schedule for completing the project, then the promoter agrees to pay the allottee towards interest or towards compensation @12% per annum on all the amount paid by the allottee for the period of default in completion of project. The allottee however would not be having option to withdraw from the project in any manner.
8. If the promoter is not likely to complete the project within the time schedule agreed, however promoter has obtained the extension in the period of completion of project from the regulatory authority, then in that case for the said period the allottee would not be entitled to receive any amount towards interest or towards compensation.
9. If the allottee makes any default in discharge of his duties under this agreement or under the provisions of the act and the rules , the promoter shall be entitled to give a fifteen days notice to the allottee by registered post AD to the address



provided by the allottee and at the mail address provided by the allottee, of his intention to terminate the agreement. If the allottee fails to rectify the breach of the term as mentioned by the promoter in the notice, then at the end of period of notice the promoter shall be entitled to terminate the agreement. Upon termination of the agreement the promoter shall refund the 70% amount of the total amount paid by the allottee within a period of 30 days and the remaining 30% amount shall be forfeited by the promoter.

10. The promoter shall give possession of the apartment to the allottee on or before 30 Day of month of June of 2019 If the promoter fails to deliver the possession then the allottee shall be entitled to receive a sum @ 12% interest from the date of default in delivery of possession on the amount paid by the allottee.
11. The promoter upon obtaining the occupancy/ completion certificate and upon receiving the amount of sale price from the allottee shall offer in writing the possession to the allottee within a period of three months and the allottee shall be responsible for taking the same by executing the conveyance of final sale deed by registered sale deed.
12. The PROMOTER state, declare and assure that all taxes, Cess, Electricity charges administrative charges of said property will be paid till the date of FINAL SALE DEED



AND AFTERWARDS ALLOTTEE'S Shall be responsible for payment of the same THERE AFTER;

13. AND WHEREAS The PROMOTER agrees to put the allottee in absolute and vacant possession of the schedule property on payment of full consideration price as per time and schedule stipulate in this agreement after executing the sale deed and upon registration of the same in the jurisdictional Sub Registrar's office.

14. After the promoter executes this agreement he shall not mortgage or create a charge over the apartment, and if such charge or mortgage is created on apartment then the same shall not affect the rights of the allottee in any manner.

15. I Promoter will hand over the actual physical calm and peaceful possession of the said property at the time of FINAL SALE DEED then you ALLOTTEE will become independent owner and occupier.

16. The PROMOTER state, declare and assure that it has all the right to sale, convey and transfer the said property to the ALLOTTEE/S for his/her/their us and occupation and hereby convey and transfer by way of sale unto the ALLOTTEE/S with all the things permanently attached hereto or standing thereon and appurtenances whatsoever to the said land and other premises or any part thereof belonging or anywise

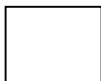


appertaining thereto AND ALL the estate, rights, title, interest, use possession, benefit, claim and demand whatsoever at law or otherwise of the PROMOTER to the said piece of land and other premises hereby conveyed and every part thereof TO HAVE AND TO HOLD the said unto and to the use and benefit of ALLOTTEE/S absolutely and forever by the ALLOTTEE/S or his heirs, successors, administrators, or assigns and shall not by any way any hindrance or interruption from the Director, Executives, Executors of the PROMOTERS.

17. IT IS AGREED between the parties that all expenses towards Stamp duty, registration charges, legal documentation charges, AUDA charges and Electrical charges including any additional charges, GST levied by the Government/local authorities etc. shall be borne by the ALLOTTEE only.

18. This Agreement shall be governed by and enforced in accordance with the laws prevailing in the state of Gujarat and any dispute is subject to the jurisdiction of the Ahmedabad Court only.

19. The charges of the stamp duty for registering this agreement shall be borne by the allottee.



SCHEDULE OF PROPERTY

immovable property bearing Unit no..... admeasuring
Sq.feets i.e..... Sq. mtrs. Carpet Area Construction of the
scheme which is known as "**KAVISHA CELEBRATIONS**"
Situated on the land of Block no. – 642/2 admeasuring 1-05-00
Sq. mtrs. of . Final Plot No.104/2 of T.P. Scheme No.3 Mouje
Village - Ghuma, Taluka – Daskroi, within the Registration
District of Ahmedabad and Sub District of Ahmedabad – 09
(Bopal)

THE SCHEDULE ABOVE REFERRED TO:-

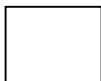
Bounded by:-

On or towards East :

On or towards West :

On or towards North :

On or towards South :



The Above Referred Agreement For Sale Is Executed By Us Willingly And With Free Consent After Reading, Thinking And Undertaking The Said Without Any Kind Of Pressure Of Threat Of Any Body and in Physical Fitness And Consciousness, Which Is Agreed And Bound To All Of Us And Our Present Heirs, Successors, Executors Administrators And Assignees Etc.

This Agreement To Sale is Executed On the Date _____ At Ahmedabad.

Date –

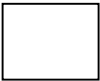
PROMOTER

Second Party

KAVISHA INFRACON
Authorized Partner
RAMESHBHAI .K PATEL

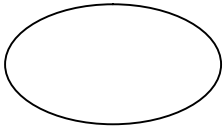
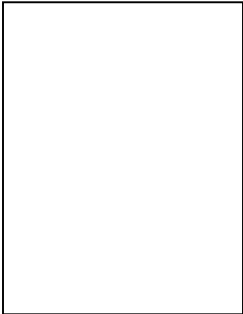
WITNESS :

1. _____
2. _____



Schedule of Section 32(A) of Registration Act-1908

PROMOTER :
Second Party



KAVISHA INFRACON
Authorized Partner
RAMESHBHAI .K PATEL

ALLOTTEE :
First Party

