

ANNEXURE 'A '
[See rule 10]

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on thisday
of.....,

By and Between

VFive Homes Private Limited (Pan Card No. AALFV8175C) a Company registered under the Indian Company Act 2013 with (CIN No. u45200kl2015ptc039721), having its registered office at Tc. 15/1161, Al-Bayth, Opp.Cotton Hill Pre-Primary School, Vazhuthacaud P.O, represented by its Managing Director Mr.Karthikeyan.K.Unni (Aadhaar No.) authorized vide board resolution dated..... 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-in-interest, executors, administrators and permitted assignees);

AND

[If the allottee is an individual]

Mr/Ms..... (Aadhaar
No.....) son/daughter

of.....aged
about.....residingat.....
..... (PAN.....), hereinafter
called the “Allottee” (which expression shall unless repugnant to the context or
meaning thereof be deemed to mean and include his/her heirs, administrators,
successors-in-interest and permitted assignees.)

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

WHEREAS:

- A. The Promoter is the absolute and lawful owner of an extent of 11.60 Ares comprised in Re Sy.No. 41 and an extent of 02.02 Ares comprised in Re Sy.No. 72 in Re Survey Block Number 38 and in Old Sy 394/A of Thycaud Village, more particularly the schedule of properties in Sale Deed No. 851/2016 dated 26/03/2016 in Book No. 1 Volume 1956 at pages 95 to 101 of SRO Chalai and Sale Deed No. 944/2016 dated 04/04/2016 in Book No. 1 Volume 1957 at pages 149 to 155 of SRO Chalai and herein after called schedule ‘A’ property.
- B. The Said Land is earmarked for the purpose of building a (commercial/ residential /any other purpose) project, comprising 36 multi-storeyed building and the said project shall be known as ‘Midcity’.
- 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 commencement certificate to develop the Project vide approval dated 15.07.2016 bearing No. E5/BA/142744/16.

- E. The Promoter has obtained the final layout plan approvals for the Project from.....
(Please insert the name of the concerned competent authority). 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;
- F. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Thiruvananthapuram on 28.01.2021 under the registration No. K-RERA/PRJ/043/2021.
- G. The Allottee had applied for an apartment in the Project vide application No.....dated.....and has been allotted apartment No.....having carpet area of.....square feet, type.....on..... floor in..... (tower/block/building) No.
("Building") along with garage/closed parking No.....admeasuring.....square feet in the.....
(Please insert the location of the garage/closed parking), as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the 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.(Please enter any additional disclosures/details)

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 allottees as provided in the Act;

- (iii) That the computation of the price of the (Apartment Plot) includes recovery of price of land, construction of (not only the Apartment but also) the Common Areas, internal development charges, external development

charges, taxes, cost of providing electric wiring, fire detection and fire fighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

1.9 It is made clear by the Promoter and the Allottee agrees that the (Apartment/Plot) along with garage/closed parking 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 Allottees 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,shall not form part of the declaration to be filed with.....(Please insert the name of the concerned competent authority) to be filed in accordance with the.....(Please insert the name of the relevant State act, if any).

1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, 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 outgoing collected by it from the Allottees of any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing 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.

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1.12 The Allottee has paid a sum of (Rupeesonly) as booking amount being part payment towards the Total Price of the (Apartment/Plot) at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee

hereby agrees to pay the remaining price of the (Apartment/Plot) as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

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 '.....'payable at.....

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/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil 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

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;

.....Name of Allottee

.....
.....(Allottee Address)

M/s.Promoter Name

.....
.....(Promoter
Address)

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 Allottees

That in case there are Joint Allottees 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 Allottees.

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 under the Act.

(Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.)

IN WITNESS WHEREOF parties herein above named have set their respective hands and signed this Agreement for sale at.....(city/town name)

in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED
Allottee: (including joint buyers)

(1).....

(2).....

At on.....in the presence of:

Please affix
photograph
and sign
across the
photograph
also.

SIGNED AND DELIVERED BY THE WITHIN

Promoter.....

(1).....

(Authorized Signatory)

Please affix
photograph
and sign
across the
photograph
also.

WITNESSES:

1. Signature

Name

Address

2. Signature

Name

Address

Schedule 'A' -Please insert description of the (Apartment/Plot) and the garage/closed parking (if applicable) along with boundaries in all four directions.

Schedule 'B' - Floor plan of the apartment.

Schedule 'C' -Payment plan by the Allottee.