

This is model form – broad out-line of Agreement for Sale, which may be modified by the Promoter as per the status and circumstances of the Project at relevant time or otherwise, or as may be mutually agreed between the Promoter and Allottee, which is otherwise not violative of the RERA.

DRAFT
AGREEMENT FOR SALE

OF

Flat No. _____ in Block/Tower No. _____ on Floor No. _____ admeasuring about _____ sq.mts., of carpet area, together with _____ sq.mts., of wash area and together with _____ sq.mts., of balcony area in the Scheme known or described as “**KIVA 261**”, evolved - to be evolved on the Non-Agricultural land for residential use in Final Plot No. 261 admeasuring about 2468 sq.mts. (in possession – net plot area as per AMC plan 2384 sq.mts.) of Town Planning Scheme No. 3 of Vejalpur, allotted in lieu of Survey No. 428/1/part situate, lying and being at Vejalpur (sim), Taluka Vejalpur, in the Registration District Ahmedabad and Sub District Ahmedabad - 10 (Vejalpur)

MADE AT AHMEDABAD,
ON _____ DAY OF _____ TWO THOUSAND TWENTY-FIVE

BETWEEN

VP BUILDSPACE LLP (PAN: ABAFV1898E), a Limited Liability Partnership Firm, formed and registered under the provisions of the Limited Liability Partnership Act, 2008, under No. ACO – 0929 having its registered office at: 909, Mauryansh Elanza, Near Parekh Hospital, Shyamal Cross Road, Satellite, Ahmedabad - 380 015, hereinafter called “**THE PROMOTER**” OR “**THE VENDOR**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its partners as at present and from time to time and the heirs, legal representatives, administrators, executors, successors and assigns of the last surviving partner(s)) of the One Part.

AND

MR./MRS./MISS/M/S. _____ **(PAN:**
_____) **(AADHAR CARD NO.** _____), Address:
_____, hereinafter called **“THE ALLOTTEE”** which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include (in case of individual) his heirs, legal representatives, executors and successors, (in case of HUF) its members as at present and from time to time, and their respective heirs, executors and successors, (in case of Trust) its Trustees, beneficiaries and office bearers as at present and from time to time, (in case of Partnership firm) its partners as at present and from time to time, and the heirs and legal representatives of the last surviving partner, (in case of Company or Corporation) its successors) of the Other Part

WHEREAS

1. The Promoter is seized and possessed of and otherwise well and sufficiently entitled to Non-Agricultural land for residential use in Final Plot No. 261 admeasuring about 2468 sq.mts. (in possession – net plot area as per AMC plan 2384 sq.mts.) of Town Planning Scheme No. 3 of Vejalpur, allotted in lieu of Survey No. 428/1/part situate, lying and being at Vejalpur (sim), Taluka Vejalpur, in the Registration District Ahmedabad and Sub District Ahmedabad - 10 (Vejalpur) more particularly described in the **First Schedule** hereunder written. (Hereinafter referred to as the “Project Land”).
2. Non-agricultural permission for residential use with respect to the Project Land has been given by the City Deputy Collector, dated 13th March, 2006, bearing No. CB/JAMIN/-1/S65/N.A./SR-95/05-06.
3. (a) The Promoter has purchased the Project Land from Shree Nathji Staff Co-operative Housing Society Vibhag-2 joined by its members, by or under a Sale Deed dated 5th July, 2025, registered under Serial No. 5349 read with Rectification Deed dated 28th July, 2025 registered under Serial No. 6039.

(b) The Promoter is entitled and enjoined upon to construct – develop building - scheme on the Project Land and also to deal with and dispose of the same and receive sale consideration in respect thereof in the manner it may deem fit and proper, subject however to compliance of the provisions of Real Estate (Regulation & Development) Act, 2016.

AND WHEREAS

4. The Promoter has proposed and promoted a residential scheme on the Project Land, known or described as **“KIVA 261”** (Hereinafter called

the “Scheme” or “Project”), consisting of 2 Blocks/Towers consisting of various residential units being flats, apartments, and related infrastructure by utilizing the available Floor Space Index (FSI) of the Project Land.

5. The Scheme has been constructed or proposed to be constructed by the Promoter in the manner that Scheme shall consist of 2 Blocks/ Towers consisting of 11 (eleven) floors and each floor, except 1st Floor shall consist of 3 (three) Flats and related infrastructure. Block/Tower A shall consist 3 BHK type flats in each floor (2nd to 11) and Block/Tower B will consist one 3BHK type flat and two 2BHK type flats in each floor (2nd to 11). Parking shall be in the basement, ground floor and first floor of the scheme. Ground Floor shall also consist reception area, foyer area, meter room etc.
6. The development and construction plans, specifications and designs of the Project has been sanctioned by Ahmedabad Municipal Corporation under Commencement Letter/Rajachitthi dated 9th July, 2025, bearing No. 06882/ 271124/ A8832/ R0/ M1 in Case No. BHNTS/ SWZ/ 271124/ CGDCRV/ A8832/ R0/ M1. (Hereinafter referred to as the “Development Plans” or “Sanctioned Plans”). The expression “Development Plans” or “Sanctioned Plans” shall mean and include all and every addition, alterations, modifications, amendment therein that may be made by the Promoter from time to time during the progress of the work and implementation of the Project and thereafter.

AND WHEREAS

7. The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority at Ahmedabad, on _____, under registration No. _____ authenticated copy is attached in Annexure “A”.

AND WHEREAS

8. The Promoter has sole and exclusive right to sell the units in the said building - Scheme to be constructed by the Promoter on the Project Land and to enter into Agreement/s with the allottee(s) of the units and to receive the sale consideration in respect thereof.
9. On demand from the Allottee, the Promoter has given for inspection to the Allottee of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Promoter's Architects _____ and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations

made thereunder and the Allottee is duly satisfied in respect of the same.

AND WHEREAS

10. The authenticated copy of Certificate and Report on Title issued by Solicitors, authenticated copies of extract of Village Forms 6, 7/12 and 8-A showing the nature of the title of the Promoter to the Project Land on which the Project Building is constructed or is to be constructed have also been inspected by the Allottee and is satisfied in respect of the same.
11. The authenticated copies of the Development Plans have been inspected by the Allottee.
12. The authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the building and open spaces is proposed to be provided for on the said project has also been inspected by the Allottee.
13. The authenticated copies of the plan of the Flat agreed to be purchased by the Allottee has been annexed and marked as Annexure “B”.

AND WHEREAS

14. The Promoter has obtained the required approvals and permissions as stated above from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall apply for to obtain any other approvals that may be required from various authorities from time to time, including to obtain Building Use Permission for the said Project.
15. While sanctioning the Development Plans, concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions. The Promoter will observe and perform the applicable of them, upon observance and performance of which the Building Use Permission in respect of the said building / Project shall be granted by the concerned local authority.

AND WHEREAS

16. The Promoter has accordingly commenced construction of the said building / Project in accordance with the said approved Development Plans.
17. The Scheme – Project is planned to be implemented in the manner that:-

- (a) Each Allottee shall be transferred by way of absolute sale, specific Flat together with proportionate undivided share in the Project Land.
- (b) Each of the Allottees of the Flat in the Scheme shall be entitled to use jointly with other Allottees of the Flats in the Scheme, common amenities and facilities forming part of the Scheme, which are made available and/or meant for the common use of all the Allottees of the residential units in the Scheme, subject however to the rules and regulations of the Scheme – Maintenance Body (as stated hereafter).
- (c) Each of the Allottees of the 3 BHK Flat shall be entitled to right to use two designated four-wheeler parking space and of the 2 BHK Flat shall be entitled to right to use one designated four-wheeler parking space in the designated parking area of the Scheme.
- 18(a) The Allottee has applied to the Promoter for absolute purchase of the unit in the Scheme / Project, being Flat No. ____, in Block/ Tower No. ____ on ____ Floor, admeasuring about ____ sq.mts., of carpet area together with ____ sq.mts., of balcony area and together with ____ sq.mts., of wash area of carpet area in the Said Project, more particularly described in the Second Schedule hereunder written (Hereinafter referred to as the “Said Flat”).

AND

- (b) undivided and un-bifurcated share in the Project Land (hereinafter called the “Said Undivided Land”) to be determined at the time of completion of sale.

AND

- (c) Right to use and undivided share in applicable common amenities and facilities of the Scheme available to the Allottees therein.
- (d) Right to use __ allotted parking in the Scheme.

For the consideration of Rs. _____=00 (Rupees only)

(Hereinafter referred to as the “Consideration” or “Sale Price”) and in addition certain other costs, charges and expenses payable by the Allottee and which shall not form part of the sale consideration described as under:

Other Basic Costs, Charges and Expenses

Over and above the Said Consideration, the Allottee will be liable to pay following Other Basic Charges, Expenses and Costs.

Sr. No.	Charges
1.	Legal Charges + Stamp Duty + Registration Fees + Out of Pocket Expenses
2.	GST and other applicable taxes
3.	Maintenance Deposit

Said Flat, undivided share in the Project Land and undivided share and right to use common amenities and facilities jointly with other Allottees be referred to as the "Said Unit".

- (e) It is agreed by and between the parties that the purchase consideration is exclusive of any taxes, levies, cesses, betterment charges, imposts or such charge, cost or outlays by whatever name called, charged, levied, imposed and payable in respect of the Said Unit or howsoever arising from the transaction contemplated herein to any Government/Semi Government/Local Authority. Any and all taxes like or in the nature of service tax, value added tax (VAT), Goods and Services Tax (GST) or stamp duty, registration fees, or any tax, levy or imposts of any kind or nature, arising out of or in connection with the sale or transfer of the Said Unit to the Allottee or the transaction contemplated herein shall be borne and paid by the Allottee or reimbursed by the Allottee within 7 days of such a demand being raised by way of an appropriate notice by the Promoter to the Allottee.

Note:

The carpet area of the Said Flat is _____ Sq.mts. and "carpet area" means the net usable floor area of a Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the Unit.

AND WHEREAS

19. 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.

20. Prior to the execution of these presents the Allottee has paid to the Promoter, a sum of Rs. _____/- (Rupees _____ only), being part payment of the sale consideration – earnest money of the Said Unit agreed to be sold and conveyed by the Promoter to the Allottee as earnest money (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.
21. 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 the present Agreement under the Indian Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the “Said Unit”.

**NOW THIS AGREEMENT RECORDS AND IT IS HEREBY
MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO
AS FOLLOWS:-**

1. **DEFINITIONS.**

- (a) **“Promoter”** shall mean and include the Promoter herein viz. its partners as at present and from time to time and the heirs, successors and assigns of the last surviving partner(s) as the Promoter of the Project Land as the Promoter and Promoter for the construction of the Said Scheme.
- (b) **“Allottee”** herein shall mean and include the Allottee-Proposed Purchaser of the unit in the Scheme and all persons authorized by and/or claiming under the Allottee. No assignees shall be considered as the Allottee unless prior permission of the Promoter has been obtained.
- (c) **“Unit”** so far as the Allottee is concerned shall mean and include the Flat specifically agreed to be allotted to him/her/them/it together with proportionate undivided share in the Project Land and together with undivided share and right to use common amenities and facilities in the Scheme.

- (d) **“Undivided Share”** shall mean and include the proportionate undivided share to be fixed and agreed to be transferred to the Allottee herein from the Project Land.
- (e) **“Common Amenities and Facilities”** shall mean and include all the common amenities, facilities, services and conveniences etc. including (but not limited or restricted to) common parking in basement and ground floor, terraces, other common areas and places, overhead and underground tanks, common electrifications, water supply, fire safety systems, elevators, drainage, sewerage lobbies, staircases, clubhouse, gym, banquet, play area, open area on the ground floor and others etc. to be actually be made available in the Scheme to all the Allottees, more particularly described in the **Third Schedule** hereunder written. It is hereby agreed and accepted by the Allottee that the common amenities and facilities provided to the owners of the Flats shall be separate and distinct and they shall not use or enjoy by the Allottees/Occupiers of Flats.
- (g) **“Approval and/or Permissions”** shall mean all and every approval, orders, permissions etc., obtained or to be obtained under specific applicable laws for the time being in force and shall not include any approval or permission that are required to be obtained separately by the Allottee or which the Promoter has not specifically agreed to obtain.
- (h) **“Plans”** shall mean and include the plans approved/to be approved by the Ahmedabad Municipal Corporation or such additions, alterations and modifications made therein as are required or that may be made by the Promoter.
- (i) **“Force Majeure”** means any event or combination of events or circumstances beyond the control of a Party which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures be prevented, or caused to be prevented, and which adversely affects a Party’s ability to perform obligations under this Agreement, which shall include but not be limited to:
- (i) act of God i.e. fire, drought, flood, earthquake, epidemics, tempest or deaths or disabilities;
 - (ii) explosions or accidents, air crashes and shipwrecks;
 - (iii) strikes or lock outs or shortage of – by labourers or any person engaged in construction – development work of the Said Scheme.

- (iv) non-availability of cement, steel or other construction material due to shortage of inputs, strikes of manufacturers, suppliers, transporters or other intermediaries;
- (v) war and hostilities of war, riots or civil commotion;
- (vi) non-procurement of any approval from any governmental authority or imposition of any adverse condition or obligation in any approvals (including the Approvals) from any governmental authority;
- (vii) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a Party from proceeding with implementation of the Project as agreed in this Agreement; or
- (viii) Any event or circumstances analogous or not cover under to the foregoing
- (j) The word denoting to singular shall include plural and vise-versa. The word denoting a person/s shall include individual, corporation, company, partnership, trust or any other legal entity.
- (k) “**Schedules**” means the schedules referred to herein and forms part of this agreement.

2. **RESERVATION – BOOKING:**

- (a). At the request of the Allottee, the Promoter has agreed to make available - reserve for absolute transfer – sale to the Allottee, the Flat, more particularly described in the **Second Schedule** hereunder written, together with undivided proportionate share in the Project Land together with right to use all common amenities, facilities, services jointly with others, SUBJECT TO the terms, conditions, covenants and stipulations contained herein.
- (b). The Allottee shall be entitled to undivided proportionate share in the common amenities and facilities. Since the share of Allottee in the common amenities and facilities is undivided and cannot be divided or separated, the Allottee shall use the common amenities and facilities along with other Allottees units, maintenance staff etc., without causing any inconvenience or hindrance to him/her/them/it. Further, the right of the Allottee

to use the common amenities and facilities shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is hereby clarified that all common amenities and facilities including undivided share in the Project Land in compliance with Section 17 of the Real Estate (Regulation & Development) Act, 2016 shall stand vested – deemed to be vested with the Proposed Maintenance Body as referred to in clause 7 hereinbelow. The Allottee irrevocably accepts and gives consent for the same.

It is further made clear by the Promoter that the Said Unit consisting of the Said Flat, undivided Share in land and right to use common amenities and facilities shall be treated as a single indivisible Unit for all purposes.

3. **CONSTRUCTION:**

- I. (a) The work of development shall be carried out by the Promoter either by itself personally or with the help of any person or body as it may deem fit. The Said Scheme, including the Said Flat shall be constructed in accordance with the plans, specifications sanctioned by Ahmedabad Municipal Corporation, or with such variations and modifications therein as may either be required to be done by the Government, Ahmedabad Municipal Corporation or any other concerned authorities or the Promoter may think fit as necessary for the Scheme.
- (b) The work of construction shall be completed on or before 31st December, 2028, subject to the availability of cement, steel, water and other required materials etc., subject to events occurred by act of god, ALSO SUBJECT TO payment of all the amounts payable by the Allottee to the Promoter respectively and due observance and performance of all terms and conditions on his/her/their/its part under this Agreement. Any delay caused in completion of construction beyond the agreed period due to force majeure shall not be considered as default or delay on the part of the Promoter for completion of the work of construction.
- (c) Upon obtaining Building Use Permission from the Competent Authorities and if full payment required to be paid by the Allottee has been duly paid, the Promoter shall offer in writing the possession of the Said Unit to the Allottee. At the time of such possession the Allottee shall pay all the maintenance deposits and other charges as determined by the Promoter or the Proposed Maintenance Body.

The Allottee shall immediately upon receipt of such notice – letter from the Promoter obtain possession of the Said Unit and

shall also make payment of all the outstanding amounts if any, under this Agreement. In the event the Allottee fails, to take possession, the Allottee shall continue to be liable to pay maintenance charges applicable and also the taxes, levies and charges payable in respect of the Said Unit.

- (d) In the event of any delay in completion of construction due to force majeure or due to any reason beyond the control of the Promoter, the new date for the completion of construction may be determined by the Promoter and the same shall be binding upon the Allottee herein and all other Allottees in the Scheme. In the event if work of construction is completed and Building Use Permission has not been granted, if desired by the Allottee, he/she/they/it subject to other terms and conditions hereof including condition for full payment, may obtain Sale Deed of the Said Unit. However, the actual use of the Said Unit can be started by the Allottee only after the Building Use Permission is granted.
- (e) Under no circumstances, possession or any right in respect of the Said Unit shall be given to the Allottee until all payments required to be made under this Agreement by the Allottee have been made.
- (f) If within period of five years from the date of handing over the possession, any structure defect is found in the Said Flat, such defect shall be rectified by the Promoter at his cost and expenses and if such defect is not possible to be rectified in the opinion of the Promoter, the Allottee shall be entitled to receive compensation of such defect as determined by the Promoter in accordance with the Real Estate (Regulation & Development) Act, 2016. Provided however, and it is clarified that the Promoter shall not be liable to pay any compensation or make good any defect if such defect (structural), which can not be attributable to the Promoter or beyond the control of the Promoter and if the defect is attributable to any act, deed, or omission of the Allottee on account of interior work, renovation, addition, alteration in structure or by way of changes in construction material or otherwise etc., carried out by the Allottee or his/her/their agent/s or on account of any other manner attributable to the Allottee.
- (g) The Promoter hereby declares that the Floor Space Index available as on date in respect of the Project Land is **4442.40** sq.mts. only and Promoter has planned to utilize Floor Space Index of 9872.00 Sq mtrs by availing of TDR available on payment of premium of FSI available as incentive FSI by

implementing various Schemes as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to development control and regulations, which are applicable to the Said Project. The Promoter has disclosed the Floor Space Index of 8850.20 sq.mts., as proposed to be utilized by him on the Project Land in the Said Project and Allottee has agreed to purchase the Said Flat/Showroom based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the “declared” proposed FSI shall belong to the Promoter only.

4. **PAYMENT:**

(a) **Sale Price.**

Sale price for transfer – acquisition of the Said Unit by the Allottee has been fixed at Rs. _____=00 (Rupees only).

Said sale price shall be paid by the Allottee to the Promoter in the manner as stated in the **Fourth Schedule** hereunder written.

- (b) The Allottee may obtain loan from any Financial Institution. If the loan is being disbursed in installments by the Financial Institution directly to the Promoter, the Promoter will be entitled to claim and receive such payment directly from the Financial Institution and the Allottee hereby gives his/her/their/its to whomsoever it may concern consent for the same to the Promoter and Financial Institution.

The Promoter shall always have first lien / charge on the Unit for all their dues and other sums payable by the Allottee to Promoter. However, in the event of any loan by the Financial Institution on the first charge of the Unit (with prior permission of Promoter), the lien/charge of the Promoter shall stand displaced to second charge.

- (c) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her/them/its under any head(s) of dues against lawful outstanding, if any, in his/her/them/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 its payments in any manner.

Parties have agreed and accepted that the consideration agreed upon is composite one aggregate consideration. However, the Promoter for its accounting purpose or convenience, or required

under the said Real Estate (Regulation & Development) Act, 2016, Rules, Regulations, policy and guidelines that may be framed thereunder from time to time, or for the legal documentation work of transfer and vesting or otherwise, without prejudice to its composite character, may split the consideration under different heads, like construction, development, land, common areas and amenities, etc., as the Promoter may deem fit and proper.

5. **Additional Charges including the charge referred in Clause 18(d) hereinabove (in recital part hereof).**

In addition to the sale price agreed hereinabove the Allottee shall also be liable to pay the following amounts on or before the completion of sale.

(a) **Monthly Maintenance Charges.**

Such amount as may be determined by the proposed Maintenance Body towards the monthly maintenance charges and to be paid by the Allottee in advance on or within 1st week of each month from the subsequent month after execution of the Sale Deed hereof. However, the Allottee shall pay Rs. 2600/- (Rupees two thousand six hundred only) to the Developer till the management of the scheme is handed over to the proposed maintenance body by the Developer.

(b) **Government Levies**

(i) Amount of stamp duty and registration charges that may be payable on actual basis.

(ii) Vat, service tax, GST and/or any other amount levied or payable under on Direct or Indirect taxes under whatsoever head, or any other amount levied under the Central Goods and Services Act and rules-regulations made thereunder, or under any law for the time being in force in respect of the transaction of sale of the Said Unit including the construction and development, either payable by the Promoter or the Allottee under the law.

(c) It is hereby expressly agreed that the time for the payment of all the amounts - installments referred to at clause 4(a) and 4(b) hereinabove are the Essence of this Agreement. Similarly time for completion of construction shall be essence of the contract on the part of the Promoter subject to however, to the force majeure

or any other circumstances beyond the control of the Promoter.

- (d) The consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies or Government from time to time or escalation in price of material or labour. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities or raise in material or labour cost etc., the Promoter shall enclose the said notification/order/ rule/regulation or other evidence published/issued available in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- (e) The Allottee authorizes the Promoter to adjust/ appropriate all payments made by him/her/them/it under any head(s) of dues against lawful outstanding, 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/her/their/its payments in any manner.
- (f) It has been specifically agreed, accepted and understood by the Allottee that under no circumstances he/she/they/it shall have right to require specific performance of this Agreement or avail any legal aids under the Indian Contract Act, 1872 or the Specific Relief Act, 1963, or the Transfer of Property Act, 1882, or any other Act, Law or Rules, Notification etc. for the time being in force until he/she/they/it has paid all the amounts payable hereunder on their due dates and also have observed and performed all the terms and conditions contained herein on their part.
- (g) Only upon completion of the work of construction of the Said Unit and only after full payment made by the Allottee to the Promoter, the Allottee shall be put in vacant and peaceful possession of the Said Unit and the Said Unit shall belong to the Allottee. All common amenities, facilities and services, common roads, common spaces including water system, bore, drainage,

sewerage etc. shall vest with and used jointly by all the Allottee - occupiers of the units in the Scheme.

- (h) As soon as construction of the Said Unit is notified as complete, the Allottee shall pay the arrears of the amounts payable by him/her/them/it to the Promoter within seven days of such notice served or to be put at any prominent place in the Said Scheme.
- (i) 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 Building Use Permission is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three) percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the rate of 3% (three) percent, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee to be paid along with next installment.
- (j) It has been specifically agreed by the Allottee that the Service Tax/GST and such other amounts which are to be paid or levied under the Income Tax Act, 1961 or any other direct or indirect taxes in respect of the transaction hereunder, or Scheme or development, shall be paid by the Allottee applicable against every installment as and when demanded by the Promoter.
- (k) The Allottee shall also bear and pay all taxes, cesses, assessments and other amounts levied or charged by the concerned authorities in respect of Said Unit.
- (l) The Allottee hereby agrees and undertakes with the Promoter to pay all the amounts agreed to be paid by the Allottee to him/her/them/it under this Agreement and to observe and perform all the terms and conditions hereof.

6. Nothing contained in this Agreement is intended to be nor shall be construed so as to confer upon the Allottee any right, title or interest of any kind whatsoever in, to or over the Said Unit,

Project Land, Scheme or any part thereof. Such conferment shall take place only after:-

- (a) The Promoter has received all the payments due under the terms hereof from the Allottee.
- (b) The possession of the Said Unit has been handed over by the Promoter to the Allottee as provided under this Agreement.
- (c) The Allottee has generally, duly and properly observed and have made him/her self/ themselves understood and acquainted with the terms and conditions contained herein.

7. **DEFAULTS:**

- (a) In the event if Allottee make any delay or default in payment of any one or more of the installments or any other amounts due and payable under this Agreement, whether formally demand or not, OR commit breach or violation of any of the terms and conditions hereunder, the Promoter shall at its option be entitled to take one of the following actions.
 - (i) To recover the balance amount with the interest at rate of 9% per annum for the delayed period (not mandatory on the part of the Promoter).

OR

- (ii) To cancel this Agreement and reservation of the Said Flat without any further writing and forfeit the 9% of total amount agreed to be paid by the Allottee referred to in Para 4(a) hereinabove and return the balance amount if any to the Allottee without interest. Provided that the Promoter shall give 15 (fifteen) days notice to the Allottee by Registered AD at the Address provided by the Allottee or at E-mail address of the Allottee for its intention of termination. It has been agreed and accepted by the Allottee that in such event of cancellation, formal letter of termination issued by the Promoter, the Promoter shall be treated and considered as the legal Agreement of cancellation of this Agreement by both the parties and thereupon the Promoter shall entitled to deal with or dispose of the Said Unit in the manner the Promoter may deem fit and proper and further the Allottee shall have no claim of any nature whatsoever against the Promoter or the Said Unit or any part thereof,

or otherwise in upon or to the Said Lands or the Said Project. The Allottee without prejudice to what has been stated hereinabove, hereby duly authorize the Promoter as his/her/their/its constituted Attorney to execute Agreement of Cancellation in the event of default committed by the Allottee as stated above. This is without prejudice to the other rights and remedies available to the Promoter under this Agreement or under any law for the time being in force. It is further agree and understood by the Allottee that upon cancellation of this Agreement, the balance amount if any, to be repaid by the Promoter shall be paid only after the Said Unit is disposed of by the Promoter to other Allottees and sale consideration is received from such new Allottee/s.

OR

- (iii) To require the specific performance of this Agreement from the Allottee through RERA Authority.
- (b) In the event if the Promoter fails to complete the construction of the Said Flat within the agreed period, the Allottee, shall be entitled to take one of the following action:
 - (i) To call upon the Promoter to complete the work of construction within period of three months from the date of issue of notice by the Allottee failing which the Promoter shall be liable to pay the interest to Allottee at the rate of SBI MCLR + 2% per annum on the amount paid by the Allottee for the period from the date when the construction ought to have been completed as agreed hereunder, till the date when the construction is actually completed. It is hereby clarified that the building use permission may be obtained by the Promoter in due course of time and the same shall not been linked with the date of completion of construction.

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

- (I) force majeure conditions, like war, civil commotion or act of God or any other.

- (II) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (III) any concerned competent authority/ies, refusing, withholding, denying, delaying the grant of necessary approvals, or revoke, cancel, or suspend the approvals already granted for the said Project.
- (IV) any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority/ies becoming subject matter of any suit / writ before a competent court or;
- (V) Any situation or circumstance or event beyond the control of Promoter.

OR

- (ii) To cancel this Agreement and ask the Promoter to return the amounts paid by it without interest. In such case the said Agreement shall come to and end upon receipt of all the amounts by the Allottee from the Promoter.
- (c) If the Allottee neglects, omits or fails for any reason whatsoever to pay to the Promoter any part of the amounts due and payable by the Allottee under the terms and conditions of this Agreement or otherwise, or if the Allottee shall in any other way fails to perform or observe or commit breach of any of the covenants and stipulations herein contained, in addition to remedies available to the Promoter as stated in Para 6(a) hereinabove, the Allottee agrees to pay to the Promoter, interest at the rate of SBI MCLR + 2% per annum, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter and/or the Promoter shall be entitled to re-enter upon and resume possession of the Said Unit and everything whatsoever therein and in such event this Agreement shall automatically cease and stand terminated without any further writing, irrespective of other terms and conditions of this Agreement. The Allottee accepts and confirms the same and further agrees that on the Promoter's re-entry on the Said Units aforesaid, all the right, title and interest of the Allottee in the Said Unit and also under this Agreement shall cease to exist and come to an end and that the Allottee shall also be liable for immediate ejectment as a

trespasser, if he/she/they/it is/are in possession thereof and in such event the Promoter shall be entitled to deal with and/or dispose of the Said Unit in the manner the Promoter may deem fit and proper with any claim or objection of the Allottee.

(d) **Cancellation.**

In the event, if after the booking of the Said Unit by the Prospective Allottee, if the Allottee for any reason whatsoever, cancel the booking, he/she/they/it shall be liable to pay the sum of Rs. 25,000=00 (Rupees twenty-five thousand only) as the cancellation charges within 30 (thirty) days of said cancellation. Beyond such period 10% of the booking amount shall be charged, over and above the amount of Rs. 25,000/- It has been agreed and accepted by the Allottee that the Promoter in such event shall be entitled to deduct such amount of Rs. 25,000=00 (Rupees twenty-five thousand only) as stated above from the amount already paid to it and if such amount has not been paid or the amount paid by the Allottee is less than such amount. The Allottee shall be under an obligation and liable to pay the deficit if any, to the Promoter. Also, in case of cancellation, GST amount paid by the Promoter against the Said Flat shall not be refunded.

8. **MAINTENANCE BODY/SERVICE SOCIETY:**

- (a) The common amenities and facilities of and in the Scheme shall be carried out, managed and maintained by the Maintenance Body that may be formed as stated hereafter.
- (b) A Co-Operative Housing Service Society – or other similar body of the name and style “**KIVA 261 CO-OPERATIVE HOUSING SERVICE SOCIETY LTD.**” or other similar name shall be formed, consisting of all the Flat holders – Allottees in the Scheme as its member and share holder thereof (Hereinafter called the “Said Service Society”). Upon formation of the Service Society, the maintenance, management and administration of the Scheme, common amenities and facilities shall be done or caused to be done by the same. The Allottee and other Allottees in the Scheme shall co-operate in formation of the Service Society in the manner required by the Promoter. Moreover, the Allottees shall not at any time be entitled to form any other AOP, Body, Association etc. of any nature other than the Said Maintenance Body which shall be formed by the Promoter.
- (c) After the formation of the Service Society, the Promoter shall transfer maintenance deposit and/or residue thereof to the same in the due course. After transfer of maintenance deposit to the

Service Society, the Allottee and all other Allottees in the Scheme shall be liable to pay the maintenance charges as stated in Para 4(d) hereinabove as determined by and to the Service Society. The Allottee without any objection, confirms and agrees to the same.

- (d) All the common amenities and facilities etc. shall remain under the control and management of and dealt with by and shall be vested – deemed to be vested with the Service Society in the manner it may deem fit and proper.
- (e) It has been agreed and understood that expenses of day-to-day management, maintenance and repair of all common amenities and facilities shall be carried out from and out of the maintenance charges to be collected from the Flat Holders/Allottees in the Scheme including the Allottee herein. If such maintenance charges are found to be insufficient or less to meet up with the expenses of day-to-day repair, management and administration of and other cost and expenses of the Scheme, all common amenities and facilities the Income and/or interest of the maintenance deposit shall be used, to meet up with such deficit. If interest or income of the maintenance deposit is found to be insufficient or less to meet with the day-to-day repair, maintenance, management etc. of common amenities, facilities, services and other cost and expenses of the Scheme, the amount of maintenance deposits shall be used to meet up with such deficit.
- (f) It has been specifically agreed and understood that the Allottee, if fails or neglects to make payment of monthly maintenance charges he/she/they/it shall be restrained from using any of the common amenities and facilities and in addition thereto the Promoter/Service Society shall or right to disconnect the facilities like water supply, drainage system etc. of his/her/their/its Unit.

9. The Allottee hereby agrees and covenants with the Promoter as follows:

- (a) The Allottee has perused and explained to himself/herself/ themselves/itself and satisfied about all the agreements, documents, papers and writings for or in the matter of purchase of the Project Land, relevant permissions, approvals, certificates, etc., obtained from the Concerned Authorities. The Allottee has also perused the plans and specifications of the Said Scheme, proposed construction to be put up thereon, the plans

and specifications for construction of infrastructures and other particulars of the Said Scheme.

- (b) Prior to the execution of this Agreement, the Allottee has inspected and satisfied himself/herself/ themselves/itself about the title of the Said Land of the Land Owner being the Promoter herein and also the opinion and report on title issued by Solicitors of the Promoter. The Allottee shall not be entitled to further investigate/verify the title of the Project Land, and no requisition or objections shall be raised in any matter relating to the same hereafter.
- (c) The Allottee shall not, without written consent of the Promoter let, sub-let, sale, transfer, assign, release, mortgage or charge or in any manner encumber or deal with and/or dispose of the Said Unit or any part thereof. The Allottee shall not without written consent of the Promoter to entitle to assign his/her/their/its rights under this Agreement to any person whomsoever.
- (d) The Allottee shall maintain at his/her/their/its cost the Said Flat and every part of the Scheme in good condition, state and order and shall abide by all bye-laws, Rules and Regulations of the Government, Ahmedabad Municipal Corporation / Urban Development Authority and Torrent Power / GEB, local bodies, service and maintenance society and other authorities and the Promoter and shall attend, answer and be responsible for all actions. The Allottees shall also make necessary payments as required thereunder at the time of possession of the said Unit or upon execution of the Sale Deed whichever is earlier.
- (e) The Allottee hereby covenants to keep the Said Flat, walls and partition walls, sewers, drains, pipes and appurtenances thereto belonging to, in good and tenantable repair and conditions and in particular so as to support, shelter and protect the parts of the Scheme other than his/her/their/its Flat.
- (f) Said Flat shall be used by the Allottee only for the residential purpose and no other purpose whatsoever. The Allottee shall not use the Said Flat or permit the same to be used for any purpose/s other than for which it is meant or which may or is likely to cause nuisance or annoyance to occupiers of the other Flats or for any illegal or immoral purposes.
- (g) It is hereby agreed that the Allottee shall not put any Board /Name plate on the Said Flat or any part of the Scheme, other than at specific place decided by the Promoter.

- (h) The Allottee shall not decorate the exterior of his/her/their/their Flat other than nor the Allottee shall change the exterior allocations of the Said Unit or any part of the Scheme other than in which the same is decorated by the Promoter.
- (i) The Allottee shall not throw dirt, garbage or other refuse or permit the same to be thrown out from the Said Unit or for the purpose of repair any part of the Said Scheme or the Said Flat in the compound or any part of the Said Scheme.
- (j) The Allottee hereby agrees to observe and perform the covenants and conditions contained in this Agreement and of the Service Society that may be formed from time to time and to keep the Promoter and the Service Society indemnified against the observance and performance of the covenants and conditions contained herein including the payment to be made by him/her/them/it.
- (k) The Allottee shall have no claim with respect to any part of the Scheme save and except in respect of the Said Flat agreed to be reserved for him/her/them/it.
- (l) As long as the Said Unit shall not be separately assessed for Taxes, water rates, electric bills, etc., the Allottee shall pay to the Promoter – Maintenance Body such amount as may be fixed from time to time, in advance towards such payment of Municipal Taxes, Revenue Taxes and other outgoings.

The Allottee shall be liable for payment of all taxes, cessess, assessments etc. payable in respect of the Said Unit to be constructed on the Project Land from the date of the issuance of Building Use Permission irrespective of whether formal Sale Deed in respect thereof has been executed in favour of the Allottee or not.

- (m) The Allottee shall at no time demand partition of his/her/their/its interest from the entire Scheme. It being agreed and declared by the Allottee that his/her/their/its interest in the Said Scheme shall be impartible.
- (n) Said Unit shall be used, occupied and enjoyed by the Allottee as one unit and the Allottee shall not divide or sub-divide the same for use as more than one unit, unless permitted by the Concerned Authority and also Service Society- Maintenance Body.

- (o) After that the possession of the Said Flat is handed over to the Allottee, if any additions or alterations in or about or relating to the Scheme of which the Said Units forms part are required to be carried out by the Government, Ahmedabad Municipal Corporation/ Urban Development Authority or any statutory authority, the same shall be carried out by the Allottee and other Allottees of other Units at his/her/their/its own costs and the Promoter shall not be in any manner liable or responsible for the same.
- (p) The Allottee shall permit the Promoter and/or Office Bearers of the Service Society- Maintenance Body or any of his/her/their/its authorized agents with or without workmen and others at all reasonable time to enter upon the Said Flat or common amenities and facilities to view and examine the state and condition thereof and the Allottee shall make good any defect concerning the Said Flat or common amenities and facilities or any breach or violation in maintaining the same, in accordance with the general rules and regulations of the Scheme that may be framed from time to time.
- (q) The Allottee has understood that the amount – sale price paid by him/her/them/it to the Promoter which is inclusive of the sale price of the Said Flat and of the share in undivided Project Land and of the right to use common amenities and facilities.
- (r) The Allottee has agreed and has understood that the display of the Project and its amenities, facilities, lightings, specifications, landscaping, exterior and interior furniture of the Units, compound wall and gate, waterbody etc. by way of the brochure, booklet, hoardings, boards, websites, electronic modes etc. is for the purposes of presentation, designing, show and architectural and does not form part of the Sale/Allotment. The Promoter is not bound to provide such facilities to the Allottee. The Promoter has agreed to sell and the Allottee has agreed to purchase purchasing only Unit consisting of flooring, plaster wall, bathroom and its fittings, basic electrification and plumbing and doors and windows. The Allottee shall not at any point of time demand, create dispute- ruckus or claim any other unreasonable specification and if he/she/they do the same then it shall become void from beginning. The Promoter is entitled to amend the elevation, colour theme etc. of the Scheme for the purpose of making it more presentable. The Allottee hereby agrees and confirms the same.

10. The Promoter hereby agrees and covenants with the Allottee as follows:-

- (a) The Promoter holds good title to the Said Unit and has all rights to carry out development on the Project Land.
- (b) The Promoter has obtained - shall obtain all requisite permission from the Competent Authorities to carry out the development of the Project of the Project Land.
- (c) There are no encumbrances on the Project Land except those disclosed in the Title Report and Title Certificate.
- (d) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report.
- (e) All approvals and permissions issued from the Competent Authorities in respect of the Scheme are valid and subsisting as on date and have been obtained as per the requirements of law. Further, all approvals, licenses and permits to be issued by the Competent Authority, with respect to the Scheme, Project Land and the Said Building shall be obtained by the following due process of law.
- (f) The Promoter has right to enter into and execute the present Agreement and it has not entered into and execute any agreement for sale or any other agreement or arrangement in respect of the Said Unit with any other person whomsoever.
- (g) The Promoter is not restrained in any manner whatsoever from granting the Said Unit to the Allottee.
- (h) Upon completion of Scheme and obtaining Building Use Permission, the vacant and peaceful possession of the common amenities and facilities of the Scheme shall be handed over to the Service Society.
- (i) 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 Flat) has been received or served upon the Promoter in respect of the Project Land and/or the Project.
- (j) The Promoter has duly paid and shall pay (till it is required to be paid by it hereunder or under any law for the time being in force) all Government dues, charges and rates payable in respect of the Said Scheme to the Competent Authority.

- (k) The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received towards the outgoings, legal charges and shall utilize the amounts only for the purpose for which they have been received.
11. It is intended that after completion of the Scheme (after grant of Building Use Permission) the Promoter may get insured the said entire Scheme for the period of one year thereafter (not mandatory). Thereafter, the same shall be got insured and/or the existing insurer shall be continued and premium thereof shall be paid by the Service Society and/or the respective Allottees of the Units in the Scheme.
12. Till the completion of construction and disposal of all the Units and receipt of all the amounts by the Promoter from the Allottee of all the Units in the Said Scheme, the Said Scheme shall remain under over all control of the Promoter and all the decision of the Promoter in each and every matter in respect of the Said Scheme and all the Units, including the common amenities and facilities shall be final and binding upon the Allottee.
13. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**
- i) The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999, the Reserve Bank of India Act, 1934 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 immoveable 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 the 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/their/its part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they/it shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- ii) 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 Allottees and such third party shall not have any right in the application of the Said Flat applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottees only.

14. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Promoter executes this Agreement it shall not further mortgage or create any further charge on the Flat except that the existing charge already created for availing any loan/debt/ construction finance by the promoter, by way of Indenture of Mortgage dated 5th July, 2025, registered under Serial No. 5441, read of the entire Project Land along with present/future construction thereon in favour of Truhome Finance Limited, Chennai for loan amounting to Rs. 25,00,00,000/- (Rupees Twenty Five Crores Only), which will subsist on such Flat till the time of obtaining No Objection Certificate and Charge Release Certificate from the said Truhome Finance Limited (lender) 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 Flat.

After the Promoter executes this Agreement he/she/they/it shall not mortgage or create a charge on the Said Flat 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 purchased or agreed to purchase Said Flat.

15. **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, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit, as the case may be.

16. **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 Allottee(s) in the Project, the same shall be in proportion to the carpet area of the Flat to the total carpet area of all the Flats in the Scheme.

17. **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.

18. **JOINT ALLOTTEES**

- i) 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/them/it which shall for all intents and purposes to consider as properly served on all the Allottees.
- ii) In case the Allottee is joint, the first named Allottee alone will be able to represent their interest and other joint Allottee shall not have any independent or separate voice/rights.
- iii) All consents, confirmations etc. if and when required of the joint Allottee, the same shall be deemed to have been sufficiently given and received from the first of such joint Allottee. However, it has been agreed that for the purpose of the sale, mortgage, transfer, rent/lease/leave and license, etc. the signatures of the all the joint Allottees shall be required.
- iv) Further, the liabilities, responsibilities, obligations, under this Agreement shall be joint and several of the joint Allottees. All notices, communications, etc. may be addressed by the Promoter to the first of such joint Allottee.
- v) The Allottee inter-se shall not be entitled to subdivide the Said Unit, the intent being the Said Unit shall stand in the names of the joint Allottees as one single Unit.

19. Any delay by the Promoter in enforcing the terms of this Agreement or any forbearance or giving time to the Allottee shall not be considered as a waiver on the part of the Promoter nor shall the same in any manner prejudice the remedies of the Promoter.

20. The letters, receipts and/or notices issued by the Promoter dispatched Under Certificate of Posting to the address of the Allottee as known to the Promoter will be sufficient proof of receipt of the same by the Allottee and shall completely and effectively discharge the Promoter.
21. The Scheme shall always be known as “**KIVA 261**” and the same shall under no circumstances be changed altered, amended, by any person whomsoever including the Allottee herein.
22. Without prejudice to any of the terms and conditions hereinabove, the Allottee hereby expressly consents to the Promoter for any arrangement of raising loan for the benefit of the Promoter / Scheme or for the benefit of all or some of the Allottees in the said Scheme. The Promoter may execute any documents including mortgaging the Said Lands and building/s or any one or more of the Flats therein including the Said Flats as is required for raising such loan.
23. The Promoter if declares and announces the Scheme by issuing brochures and pamphlets and also inserting advertisements in newspaper, internet and publishing in other manner whatsoever. It has been agreed that if anything agreed upon as recorded herein is inconsistent with what has been advertised as aforesaid, what is agreed upon herein shall prevail and supersede.
24. It has been agreed that if any changes, modifications or alterations are effected by the Promoter in the Scheme in general or in particular with respect to any part thereof which may have effect upon the terms and conditions contained herein or with respect to rights or obligations of the Allottee, such changes or modifications or alterations shall be binding upon the Allottee and to that extent the terms and conditions, rights and obligations of the Allottee under this Agreement shall stand modified or changed or altered. PROVIDED HOWEVER, such change, modification or alteration shall not prejudicially effect the right of the Allottee with respect to the Said Unit.
25. All rights and interest of the Allottee is/are restricted to and to be read, understood and interpreted in realization to the Said Unit only. All other constructed, covered, uncovered areas, open spaces, open lands, infrastructures, developments etc. shall belong to the Promoter subject to right of Allottee to use, common amenities, facilities and services that may be reserved for common use of all the Allottees in the Scheme.
26. It has been specifically agreed by the Allottee, in the event of the breach of any terms, conditions, covenants referred to hereinabove, at any point of time by the Allottee or any person claiming under

him/her/them/it, the Allottee and/or the Said Unit shall be liable to be disconnected from all amenities and facilities available in the Scheme by the Service Society/Promoter, in addition to the disconnection of the warrantee that may become available by the Promoter regarding the Said Unit.

27. **RIGHT TO AMEND**

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

28. **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 A.D. and notified E-mail ID/Under Certificate of Posting at their respective address specified below:

Name of Allottee:

Allottee's Address:

E-mail Address:

Name of Promoter:

VP BUILDSPACE LLP

Address:

909, Mauryansh Elanza, Near Parekh Hospital,
Shyamal Cross Road, Satellite,
Ahmedabad – 380 015

E-mail 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.

29. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project - Scheme shall equally be applicable to and enforceable against any subsequent Allottees of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

30. **SEVERABILITY**

All the rights, remedies and provisions provided under this Allotment Agreement of the Promoter and Allottee are and shall be without prejudice to the other and further rights and remedies available to them under the Real Estate (Regulation and Development) Act, 2016 and other laws for the time being in force. If any of the terms, conditions or provisions of this Agreement is determined to be void or unenforceable or in contradiction with any of the provisions of the said Act or rules made thereunder or any other law for the time being in force such terms and conditions and/or provisions shall be deemed to be amended or deleted and/or substituted so far as reasonably in consistence with the purpose of this Agreement and to the extent necessary to conform the Real Estate (Regulation and Development) Act, 2016 or rules and regulations made thereunder or the applicable laws as the case may be and the remaining provisions, terms and conditions of this Agreement shall remain valid and enforceable as applicable at the time of the execution of this Agreement.

31. **DISPUTE RESOLUTION**

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation & Development) Act, 2016, Rules and Regulations made thereunder from time to time.

32. **STAMP DUTY AND OTHER CHARGES**

All stamp duty, registration charges, legal fees and all other out of pocket expenses in respect of any further or other agreements, documents, papers and writings to be executed to carry into effect the provisions hereof, shall be borne and paid by the Allottee only.

33. No possession of the Unit before or at the time of execution hereof is handed over to the Allottee.

IN WITNESS WHEREOF the parties hereto have here unto set and subscribed their hands and seal the day and year first hereinabove written.

-.THE FIRST SCHEDULE ABOVE REFERRED TO:-

ALL THAT pieces and parcels of Non-Agricultural land for residential use situate, lying and being at Vejalpur (sim), Taluka Vejalpur, in the Registration District Ahmedabad and Sub District Ahmedabad - 10 (Vejalpur) bearing Final Plot No. 261 admeasuring about 2468 sq.mts. (in possession – net plot area as per AMC plan 2384 sq.mts.) of Town Planning Scheme No. 3

of Vejalpur, allotted in lieu of Survey No. 428/1/part and the Said Land of Final Plot No. 261 is bounded as follows; that is to say – on or towards the –

- North by: Final Plot No. 257 and T.P. Road
- South by: Final Plot Nos. 259 and 263
- East by : Final Plot No. 267
- West by : Final Plot Nos. 257 and 259

-:THE SECOND SCHEDULE ABOVE REFERRED TO:-

FLOOR	
FLAT NO	
Block/ Tower No.	
RERA CARPET AREA	SQ MTS
RERA WASH AREA	SQ MTS
RERA BALOCNY AREA	SQ MTS
TOTAL CARPET AREA	SQ MTS
BUILT-UP AREA	SQ MTS
UNDIVIDED LAND AREA	SQ MTS

in the Scheme/Project known or described as “**KIVA 261**”, evolved - to be evolved on Non Agricultural Land of Final Plot No. 261 of Town Planning Scheme No. 3 of Vejalpur allotted in lieu of Survey No. 428/1/part, situate, lying and being at Vejalpur (sim), Taluka Vejalpur, in the Registration District Ahmedabad and Sub District Ahmedabad - 10 (Vejalpur) and together with right to use and undivided share in the common amenities and facilities of the Project and the Said Flat No. _____ is bounded as follows; that is to say - on or towards the –

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

Rera Registration No.

-:THE THIRD SCHEDULE ABOVE REFERRED TO:-
(Broad details of the “KIVA 261” Project, specifications, Common amenities, facilities, etc. also Specifications of the Flat)

Project Specifications:

Flooring

- * Imported/Italian Marble In Drawing, Dining, Living & Kitchen
- * Wooden Flooring in Master Bedroom/Vitrified Tiles in all other

Bedrooms

- * Ceramic Tiles in all Bathrooms
- * Rustic Tiles in Balcony
- * Kota Stone or Similar Stone in Store & Wash Area

Kitchen

- * Polished Natural Granite Platforms
- * Stainless Steel Kitchen Sink
- * Glazed/Ceramic Tiles Dado up to the Lintel Level on walls above the

Platform

- * Provision for Electrical & Plumbing Line for RO

Walls

- * Interior Walls are Plastered & Putty Finished
- * Exterior Walls are Painted with Textured Paint

Doors

- * Decorative Main Door with both side Veneer Finish
- * MDF Finish Flush Door with Wooden Polish Framing in all Bedrooms & Bathrooms

-:THE FOURTH SCHEDULE ABOVE REFERRED TO:-

(Particulars of Payment)

The payment schedule is only for declaration with RERA, however the same may change based on understanding between Allottee/s and the Promoter.

The Allottee has paid on or before execution of this agreement a sum of Rs. _____/- Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to Promoter the balance amount of ` _____/- (Rupees only) in the following manner.

- i. Amount (not exceeding 30% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building the said Apartment is located

- ii. Amount (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the Said Flat is located.
- iii. Amount (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Flat.
- iv. Amount (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Flat.
- v. Amount (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the Said Flat is located.
- vi. Amount (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the Said Flat is located.
- vii. Balance Amount before 15 days of handing over of the possession of the Said Flat to the Allottee on or after receipt of occupancy certificate or completion certificate.

SIGNED, SEALED & DELIVERED)
 BY THE WITHINNAMED:)

VP BUILDSPACE LLP)
 A Limited Liability Partnership Firm)
 represented through its Authorized)
 Partner)

In the presence of:)

1.)

2.)

SIGNED, SEALED & DELIVERED)
BY THE WITHINNAMED:)

In the presence of:)

1.)

2.)

ANNEXURES AS ABOVE

SCHEDULE AS PER SECTION 32 (A) OF REGISTRATION ACT.

THE PROMOTER AFORESAID

VP BUILDSPACE LLP
A Limited Liability Partnership Firm
Represented through its Authorised Partner

Vishal Pankajkumar Thakkar

ALLOTTEE AFORESAID

141bag.24 Rera