

AGREEMENT TO SALE

KAVERI SWARNIM

This Agreement to Sale is executed on this..... day of..... between **M/s Kaveri Housing LLP** (Pan No.....) having its registered office at through its Designated Partner (Aadhar No.....) and (Pan No.....) S/o.....R/o.....
(Herein called the Promoter)

AND

Mr./Mrs./Miss..... (Aadhar No.)
(PanNo.).....S/o,W/o,D/o,Sh.....
..... (Aadhar No.).....(Pan No.).....
R/o.....

AND

Co/Joint Applicant

Mr./Mrs./Miss..... (Aadhar No.)
(PanNo.).....S/o,W/o,D/o,Sh.....
.....(Aadhar No.).....(Pan No.).....
R/o.....
(Herein called the Allottee)

Whereas,

- a. The Promoter is the absolute and lawful owner of [**Khasra Unit No.....** **totally admeasuring** _____ **square meters situated at**]
- b. The Promoter is fully competent to enter into his 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.
- c. The..... [The name of the concerned competent authority] has granted the commencement certificate to develop the Project vide approval dated..... bearing registration no.....
- d. The Promoter has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the Project and also for the apartment, unit or building, as the case may be, from..... [The name of the concerned competent authority]. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- e. The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at..... On..... under registration no.....;
- f. The Allottee had applied for an apartment in the Project vide application dated..... and has been allotted apartment No.....having carpet area of square feet..... on..... Floor along with covered parking No.....

Details of Unit/Flat Allotted to the Applicant as per Application: -

Name of Applicant(s) : -.....
: -.....
Date of Application :-.....
Flat (Unit) No. & Floor : -.....
Area of Flat (Unit)
1. Carpet Area (in Sq. Mtr.): -
2. Area under Balconies +Projections + External Walls: -
3. Total Built Up Area of Flat: -
4. Proportionate Common Area/Flat: -
5. Total Saleable Area (3+4): -
6. Terrace Area: - : -.....
Parking as per attached Plan : -.....
Power Back-up provided : -.....
PAN : -.....
: -.....
E-mail : -.....
Specification Details : -.....
Payment Plan (as per schedule attached)

(Aforesaid information to be filled by Applicant)

Now therefore this agreement to sale to herein as under: -

1. Name of Project: -
Unit No.: -
Basic Total price of Unit: -
Other charges (if any): -
Amount paid by Allottee: -
Balance payable by Allottee: -
(Rupees.....)
2. If the allottee fails to deposit the installment, Promoter shall have the right to charge interest @12% P.A. from due date, minimum for one month.
3. If the allottee fails to deposit the 2 consecutive installment, the Promoter shall have the right to cancel the allotment and forfeit the booking amount of unit and the intending allottee(s) shall be left with no right or lien on the said unit/ apartment or any part of the land.

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4. The cost of Unit mentioned above is calculated at the present Prevailing Market Rates and if any abrupt escalation in the price of basic materials and labour charges occurs during the execution of construction work to the extent of more than 10% the allottee shall be liable to pay the additional charges on the cost of construction as per Prevailing Market Rates as on the day.
5. Right of transfer to other nominee in the blood relation before agreement to sale will be free of charge. Right of transfer to any person other than blood relation before agreement to sale, the allottee shall have to pay Rs. 1,00,000 as transfer charges. The possession will be handed over only after registration of sale deed to the original allottees name and no transfer of property in any other name will be entertained after agreement to sale.
6. The area of Unit sold is indicative and subject to minor variation in area and specification according to architects' recommendations.
7. The cost of extra area or specification shall be paid by the allottee to the Promoter in advance.
8. The cost of a Unit does not include Government duties, taxes, registration charges/fees, municipal taxes, stamp duty, GST, electricity charges, which are extra and to be borne by the allottee.
9. The allottee has agreed that he/she shall abide by the rules and regulation of the residential society formed by Promoter or by the residents of the Kaveri Swarnim.
10. The allottee shall get the Sale Deed registered in his favor as per Apartment Act before taking physical possession of Apartment.
11. That the allottee shall pay maintenance charges for upkeep and maintenance of various services and facilities (excluding internal maintenance of the apartment) in the complex as determined by the Promoter or its nominated agency. The maintenance charges for 1 year have to be paid in advance at the time of offer of possession of the apartment or sale deed whichever is earlier.
12. That further in addition to the payment of maintenance charges the allottee (s) shall pay Rs. 1,00,000=00 (Rupees One Lakh Only) for the creation of sinking fund/ corpus fund so as to secure adequate provisions for the replacement, refurbishing, major repairs of the facilities and equipment's etc. installed in the complex. The sinking fund deposit shall be a non-refundable deposit. The interest earned on the amount of the sinking fund shall be used by the Promoter/resident's society to meet the cost of replacements, major repairs etc.
13. The allottee shall have the right of use of covered parking only for car parking, any other use is prohibited. He/she shall keep his/her vehicle in the designated parking space.
14. Allottee has agreed that he/she would not make any structural changes or internal changes in the apartment without written permission of the Promoter.
15. Any extra work shall be done by the Promoter only and no third party shall be given permission to enter the apartment before possession. The cost of extra work has to be deposited in advance.
16. The allottee shall not make any changes to the façade of the building.

17. The allottee shall have to install proper trays for window air-condition so that water does not drip on to the building.
18. Allottee shall take the possession of the apartment within 30 days from the date of issue of final notice of possession failing to do so the allottee shall be deemed to have taken possession of the apartment. In such a case the company shall not be responsible for any loss or damage to the finishing/fixtures in the apartment due to failure of the allottee to take possession within the stipulated time. Further holding charges @ Rs.10/- per Sq. Ft. per month of the apartment area, shall also be payable by the allottee to the Promoter, in case of failure to take possession to the apartment within the stipulated time.
19. Allottee shall use the apartment solely for residential use; no commercial activities of any sort would be carried out.
20. Any change in the correspondence address, it shall be the responsibility of the allottee to inform the Promoter by registered letter, failing which all demand notices and letters posted at the earlier address shall be deemed have been received by him/her.
21. The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in the total price above includes the booking amount paid by the Allottee to the Promoter towards the apartment/unit and the allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/ levies etc. have been imposed or become effective.
22. The total price is escalation-free, save and except increases which the Allottee hereby agrees to other increase in charges which may be levied or imposed by the competent authority from time to time. The promoter undertakes and agrees that while raising a demand on the allottee for increase in development fee, cost charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development fee after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.
23. The Promoter agrees and acknowledges, the allottee shall have the right to the apartment/ unit as mentioned below: -
 - i. The allottee shall have exclusive ownership of the apartment/unit. The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants and Maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall handover the Common Areas to the association of Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.

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- ii. That the computation of the price of the apartment/unit 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, electrical connectivity to the apartment, lift water line and plumbing finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/ Unit] and the Project.
- iii. The Allottee has the right to visit the Project site to assess the extent of development of the Project and his apartment/unit, as the case may be.

24. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management, 1999, Reserve Bank of India, 1934 and the 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 fulfill its obligations under this Agreement. Any refund, transfer of society, if provided in terms of the agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the 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 may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable as amended from time to time.

25. The Promoter accepts no responsibility in regard to matters, specified above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/ allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

26. Possession of the Apartment/ Unit:

Schedule for possession of the said [Apartment/Unit]-The Promoter agrees and understands that timely delivery of possession of the [Apartment/Unit] to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case maybe, is the essence of the Agreement. The Promoter assures to hand over possession of the [Apartment/Unit] along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on....., unless there is delay or failure due to war, flood, drought, fire, cyclone,

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earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Provided that such Force Majeure conditions are not of a nature which make it Impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 120 days from that date.

27. The Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/Unit] at his/her on cost, in good repair and conditioned shall not do or suffer to be done anything In or to the Building, or the [Apartment/Unit], or the staircases, lifts ,common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment/Unit] and keep the [Apartment/Unit], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same In a fit and proper conditioned sure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
28. The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the act.
29. After the Promoter executes this Agreement the shall not mortgage or create a charge on the [Apartment/Building] 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 [Apartment/Building].
30. Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30(thirty) days from the date of receipt by the Allottee and secondly appears for registration of the same before the concerned Sub-Registrar (specify the address of the Sub- Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the promoter this agreement within 30(thirty) days from the date of its receipt by the Allottee and/or appear before the Sub- Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which is not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as canceled and all sums deposited by the Allottee in connection therewith including the booking

amount shall be returned to the Allottee without any interest or compensation whatsoever.

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31. If the allottee has paid all his installments/dues regularly without any default and the Promoter fails to handover the possession within 03 month from the stipulated period of possession, the Promoter shall pay simple interest of 10% P.A on the proportionate cost of incomplete work in the Apartment/Unit.
32. 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.

33. Allottee has been deemed to be a member of the Residence Welfare Society (RWS) and shall comply with all the terms & condition of bye laws of the company, Apartment Act, Society Act and Registration Act.
34. 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 property served on all the Allottees.
35. All disputes are subjected to Agra Jurisdiction.
36. It is also understood that the general terms & conditions as mentioned above are not for the purpose of final Sale Deed of the apartment & may further be supplemented or amended in the sale deed. The Sale Deeds terms & condition supersedes all the earlier agreement.

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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)

Signature:

Name:

-

-

Please affix photograph and sign across the photograph
--

Address: - _____

I/We herein declare that the above terms & conditions have been read/understood by me/us and the same are acceptable to me/us.

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Letter for Acceptance: -

I/We.....have been allotted Unit No.....onFloor in Kaveri Swarnim, given our consent that we will not make any kind of alterations or chase cutting in R.C.C. Walls at any cost till the time we possess this property and in future if we sell it, we would make it a point for the new member to abide by this rule. I/We also undertake that not abiding the rule may treated as unlawful and can be sued in the court of law.

Aforesaid Flat is bounded as under: -

East-

West -

North-

South-

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PAYMENT TERMS AND CONDITIONS: -

1. 10% Booking amount. *
2. 10% within 45 days of application.
3. 10% on completion of foundation.
4. 10% on completion up to slab of stilt/ ground floor.
5. 7.5% on completion of slab of 3rd floor.
6. 7.5% on completion of slab of 6th floor.
7. 7.5% on completion of slab of 9th floor.
8. 7.5% on completion of structure and society charges/ corpus fund.
9. 7.5% after starting work of common water and sewer lines.
10. 7.5% after installation of lifts and internal completion of flooring of flat.
11. 7.5% after basic common services like electricity, STP, RWH, external loads, generator, power backup & starting of internal paint.
12. 7.5% on offer of possession + 1-year advance society maintenance charges.

**** If cancellation within 15 days, no cancellation charges will be charged.***

Cancellation within 45 days, 50% of the Booking Amount will be as cancellation charges, balance refundable.

After 45 days on issue of allotment letter whichever is earlier 100% booking amount will be charged. (NO REFUND)

On payment of 10% of the unnot cost the buyer is required to enter in to an registered agreement with the promoter as per RERA rules and regulations.

Declaration by the Applicant(s)

I/We declare that I/We have read and understood all the terms and conditions of Registration/Allotment as mentioned above and agree to abide by them strictly. I/We am/are satisfied with the title of the land and area allotted to me/us.

Date: - _____

Signature of Applicant (S)

