



# AI Document Review by LegalKart AI

## Generated Document Analysis Summary

### Document 1: WB129015229309.pdf

This document is an "Agreement for Sale" executed between Kanha Buildspaces LLP as the Owner/Promoter and Vikas Shivaji Shitole as the Allottee. The agreement details the terms and conditions under which the Owner/Promoter agrees to sell an apartment to the Allottee in a project named "The Lords" at Pune, India. Key elements covered include payment terms, construction details, responsibilities of the parties, and legal obligations pursuant to the Real Estate Regulation and Development Act, 2016 (RERA).

#### Key Clauses or Issues Identified:

1. **Parties and Property Description:** The agreement involves Kanha Buildspaces LLP as the Owner/Promoter and Vikas Shivaji Shitole as the Allottee. It concerns the sale of an apartment in a residential project developed in phases, with specific details of location and project scope provided.
2. **Payment Terms:** The total consideration is detailed with a structured schedule for installment payments linked to construction milestones. Additional charges such as stamp duty, registration, and maintenance deposit are also specified.
3. **Construction and Possession:** The Owner/Promoter commits to completing construction by a specified date with procedures for handing over possession following the issuance of an occupancy certificate. The agreement includes contingencies for delays attributed to force majeure or regulatory approvals.

#### Missing or Risky Elements:

- **Indemnity Clause:** There is no comprehensive indemnity clause to protect the Allottee against liabilities arising from third-party claims or regulatory non-compliance by the Owner/Promoter.

- **Dispute Resolution Mechanism:** Although disputes are referred to the RERA authority, the absence of specific mediation or arbitration procedures could prolong resolution time.

### **Ambiguous or Weak Language:**

- Terms like "reasonable extension of time" for possession in force majeure events can be subjective and might require clearer definitions or caps to prevent misuse.
- The clause regarding changes to construction plans permits Owner/Promoter flexibility, which could adversely affect the Allottee without stringent limitations.

### **Suggestions for Improvement:**

1. **Strengthen Indemnity Provisions:** Clearly define indemnity terms to cover the Allottee from potential liabilities related to legal claims, project delays, and regulatory issues.
2. **Defined Force Majeure Provisions:** Specify clear parameters and a maximum extension period for force majeure circumstances to protect the Allottee's interests.

### **Disadvantaged Party:**

- **Allottee (Vikas Shivaji Shitole):** The agreement's flexibility in construction modifications, combined with vague terms around possession delays and additional charges, often places the Allottee at risk.

### **Overall Risk Score:**

Moderate — The agreement is generally detailed but contains several clauses that favor the Owner/Promoter. The potential delays and unclear language about certain obligations pose a risk to the Allottee.

### **Final Recommendations:**

- Review the force majeure clause and negotiate for a defined compensation mechanism for Allottee in case of unreasonable delays.
- Seek legal advice to reinforce indemnity protections.
- Clarify and document all terms involving changes in project scope and timelines to avoid future disputes.
- Ensure the inclusion of a dispute resolution escalation path, starting with mediation, prior to legal proceedings.

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