DRAFT

ANNEXURE 'A'

[See rule 3]

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this __ day of _____, 20____,

By and Between

JAI SHREEKRISHNA DREAM HOMES BUILDER AND DEVELOPERS, DHULE, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at26,Vrundawan,100ft Ring Road,Samrat Nagar, Dhule-424001.(**PAN** - AAKFJ3538Q), represented by its authorized Partner,

MR.SHANTARAMBANSILALPATIL, (**AadharNo.**454162574215) authorized vide _____, hereinafter referred to as the **"Promoter"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

AND

Mr. / Ms. _____, (Aadhar no. _____) son /daughter of _____, aged about _____,residing at _____, (PAN _____), hereinafter called the **"Allottee"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

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

WHEREAS:

A. The Promoter is the absolute and lawful owner of **PLOT NO 18** out of **SURVEY NO 575/1&having C.T.S. NO 280** admeasuring **area of 543.68 SQ.Mt.** Situated at Dhule, Tal &Dist - Dhule within the limits of MahanagarpalikaDhule and within the jurisdiction of the sub-registrar, Dhule , together with all appurtenances thereto and rights of easements being bounded as.

On Or Towards East : 30M.ROAD
On Or Towards West : BACK LANE
On Or Towards South : 09M.ROAD
On Or Towards North : PLOT.NO.19 C.T.S.NO-281

("Said Land") vide sale deed dated 25/01/2018 registered as documents no. 438 at the office of the Sub-Registrar,Dhule.

B. The Collector of Dhule has granted Non-Agricultural permission U/s.44 of the Maharashtra Land Revenue Code, 1966 vide Order 1979/B/DESK/I/NASR/28/79 dated 27.10.1979.

C. The Said Land is earmarked for the purpose of building as per Building Plan consists of Basment + Ground Floor + Third Floors which Consisting of 09Residential Units , and 4 Commercial Units on the said plot property described above, and the said project shall be known as **'GOVARDHAN HEIGHT'S'** ("Project");

D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;

E. The **Dhule Municipal Corporation, Dhule**has granted the commencement certificate to develop the Project vide approval dated _ 03/11/2018 bearing no._ 735/2018-2019 ;

F. The Promoter has obtained the final layout plan approvals for the Project from the **Dhule Municipal Corporation, Dhule** and accordingly the Dhule Municipal Corporation, Dhule have issued **Certificate (Permission Of Construction Till Plinth Level)** vide its Letter No. **JawakNo.735 Dhule MahanagarPalika-1754,dated-13/05/2019.**The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

G. AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment in the Project on …… ….floor being constructed in the said project.

H. AND WHEREAS on demand from the Allottee the Promoters have given to the Purchaser/s inspection of all the documents of title and other papers relating to the said property, the sanctioned/amended plans, design 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 and the Rules & Regulations made thereunder.

I. AND WHEREAS the Allottee is offered an apartment bearing No. ……. On the …… floor (hereinreferred to as the said "Apartment") of the project called **'GOVARDHAN HEIGHT'S'** being constructed in the said project, by the promoter.

J. The carpet area of the said Apartment is _____ square meter / and "carpet area "which excluding the area covered by the external walls, areas under services shafts, exclusive balcony Apartmentto the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said

Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

K. 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;

L. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ on _____under registration no._____;

M. Under section 13 of the said Act the Promoters are required to execute a written Agreement for sale of said Apartment to the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

N. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

O. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

P. 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;

Q. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties as well as relying upon the said application made by the Allottee, the Promoters hereby agree to sell and the Allottee hereby agrees to purchase the said Apartment and/or the garage/covered parking (if applicable) at or for the consideration and on ownership basis in the manner appearing hereinafter.

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

1. TERMS:

A. The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee/s Apartment bearing No. …….on floor no. …….. of "'GOVARDHAN HEIGHT'S'" having carpet area of ____ square feet equivalent to _____ sq.mtrs.as shown on the floor plan hereto annexed and marked as **Annexure 'B'** (hereinafter referred to as `the said Apartment') for the consideration of Rs._____...._/- (Rupees: ---------- - Only) including Rs._____ /- (Rupees ---------

-- only) being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the "Schedule C' annexed herewith.

B. The Allottees hereby agree to purchase from the Promoters and the Promoters hereby agree to sell to the Allottees, special car parking space No. _____ for the consideration of Rs. _____/-.

C. The total aggregate consideration amount for the Apartment including stilt/covered parking spaces is thus Rs._____/- (Rupees _____only)

D. 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 the Promoters, the balance amount of purchase consideration of Rs .....(Rupees .....) in the following manner :-

(i) Amount of Rs...../- (…….....) (not exceeding 30% of the total consideration) to be paid to the Promoters after the execution of Agreement

(ii) Amount of Rs……...../- (.....) (not exceeding 45% of the total consideration) to be paid to the Promoters on completion of the Plinth of the building or wing in which the said Apartment is located.

(iii) Amount of Rs……...../- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoters on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

(iv) Amount of Rs...../- (….....) (not exceeding 75% of the total consideration) to be paid to the Promoters on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

(v) Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoters on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

(vi) Amount of Rs...../- (…….....) (not exceeding 85% of the total consideration) to be paid to the Promoters on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

(vii) Amount of Rs...../- (…….....) (not exceeding 95% of the total consideration) to be paid to the Promoters 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 Apartment is located.

(viii) Balance Amount of Rs……...../- (…….....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

E. The Allottee acknowledges that in addition to the payment of the aforementioned amounts, it shall also be liable to:

(i) make payments towards all other third party charges including the stamp duty and statutory registration charges at the time of offer of possession of the Apartment, to enable the conveyance of the Apartment in favour of the Allottee; and

(ii) pay to the Promoters an interest bearing maintenance security, at the time of offer of possession of the Apartment.[AND] [if/as applicable]

Explanation:

(i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/Plot];Common parking is available for flat owners but as requested by allottee special parking arrangement is made for allottee and is agreed to be allottee. However allottee has to pay amount of such special parking separately.

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot]; Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;

(iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. 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;

(iv) The Allottee is aware that as per the amended Income Tax Act, 1961, anypayment made on or after 01.06.2013 for acquisition of any immovable propertyother than agricultural land is subject to Tax Deduction at Source ("TDS") at therate of 1% where the aggregate consideration is equal to or more than Rs.50,00,000/-. As may be applicable, the Allottee has to deduct the 1% TDS aswould be informed by the Promoters at the time of actual payment or credit ofsuch sum to the account ofPromoter, and within 30 days of such deduction theAllottee shall submit the original TDS certificate to Promoter which shall be acondition precedent to the handover of possession and execution of theConveyance Deed in favour of the Allottee. The Allottee agrees and undertakesthat if the Allottee fails and / or neglects to deduct the TDS or fails to deposit the same with the authorities after such deduction, the Allottee alone shall be deemed to be an assesses in default in respect of such tax and the Promoters shall not be liable for any statutory obligations / liability or non-deposit of such TDS. In case the credit of TDS deducted by the Allottee is not reflected in Form No. 26AS of the Income Tax Act, 1961 and the rules thereunder, and if the original TDS certificate is not submitted by the Allottee to the Promoter then the amount of TDS shall be considered as receivable from the Allottee and handover of the possession of the Apartment shall be subject to adjustment/recovery of such amount.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, 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 from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, 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.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

1.5 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or

such minor changes or alterations as per the provisions of the Act.

1.6 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 occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. 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 forty-five days with annual interest at the rate specified in the Rules, 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 that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1.7 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/Plot] as mentioned below:

(i) The Allottee shall have exclusive ownership of the [Apartment/Plot];

(ii) 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, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;

(iii) That the computation of the price of the [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, cost of providing electric wiring, in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

1.8 It is made clear by the Promoter and the Allottee agrees that the [Apartment/Plot] along with _____ garage/closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or

otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.9 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.10 The Allottee has paid a sum of Rs, _____ (Rupees _____only) as booking amount being part payment towards the Total Price of the [Apartment/Plot] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment/Plot] as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the Allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/ c Payee cheque/demand draft or online payment (as applicable) in favour of 'By **JAI SHREEKRISHNA DREAM HOMES BUILDER AND DEVELOPERS'** payable

at**DHULE.**

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and

Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to 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 Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any 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 favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous

completion of construction by the Promoter as provided in **Schedule C ("Payment Plan").**

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

A. The Allottee has seen the specifications of the [Apartment/Plot] and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Maharashtra Apartment Ownership Act, 1970 and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/PLOT

7.1 Schedule for possession of the said [Apartment/Plot]: The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment/Plot] on _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, 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 Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/Plot], 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 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Allottee has satisfied himself/herself/itself the title of the property, Quality of work, amenities provided by the the promoter and as such after satisfying

allottee has enter into this agreement. The Allottee has assured to the promoter to make the payment agreed installments punctually, sincerely and timely as per the schedule below. If Alottee fails to do so the promoter in that event, has a right either to terminate the said agreement and forfeitthe amount paid by the the Allotted towards compensation or to claim interest @ 24% per annum from Allottee for delay payment. However the promoter shall communicate in writing to the Allottee about his such decision.

7.2 Procedure for taking possession –

The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Promoter on its behalf shall offer the possession to the Allottee in writing within 15 days of receiving the occupancy certificate of the Project.

7.3 Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the Allottee.

7.4 Possession by the Allottee - After obtaining the occupancy certificate and handing over physical possession of the [Apartment/Plot] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

7.5 The Allottees shall use the Said Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle. The Allottees agree not to change the use of the said Apartment Or / and of working of garage or any amenities attached to the apartment or building without prior consent in writing of the Promoters and any unauthorised change of use by the Allottees shall render this Agreement voidable at the option of the Promoters and the Allottees in that event shall not be entitled to any right arising out of this Agreement.

7.6 The Allottees along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottees, and shall also pay charges thereof to the the promoters so as to enable the Promoters to register the common organisation of Allottees. No objection shall be taken by the Allottees if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

7.7 The Promoters shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, shall transfer in favour of the society or association Limited Company all the right, title and the interest of the Promoters of and in the said Building.

7.8 Within 15 days after notice in writing is given by the Promoters to the Allottees that the Said Apartment is ready for use and occupation, the Allottees shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Said Apartment) of outgoings in respect of the said property and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, watchmen, sweepers and all other fares, expenses necessary and incidental to the management and maintenance of the said property and building, until the Society or Limited Company is formed and the said Land together with the structure of the said building is transferred to it, the Allottee shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoters nonrefundable deposit of Rs. .....towards the outgoings. The amounts so paid by the Allottee to the Promoters shall not carry any interest and remain with the Promoters until a conveyance/assignment of lease of the said Land together with the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance / assignment of lease being executed

for the said Land together with the structure of the said building the aforesaid deposits after making deductions as provided for in this Agreement shall be paid over by the Promoters to the Society or the Limited Company, or association as the case may be.

7.9 The Promoters have informed to the Allottee and the Allottee is aware that as per the Scheme envisaged by the Promoters:

i) the Floor Space Index, by whatever name or form is increased (a) in respect of the said Project land and/or additional construction (i.e. more than what is envisaged at present) is possible on the said Property or (b) either on account of Transfer of Development Rights &/or additional FSI by paying premium to the Competent Authority (or in any other similar manner) available for being utilised or otherwise and/or if the Sanctioning Authorities permit the construction of additional wing/s or floors, then in such event, the Promoters shall be entitled to construct such additional wings/floors as per the revised building/s plans. The Allottee expressly consents to the same as long as the total area of the said Apartment is not reduced and the structure of the building is not changed.Allottee also hereby permits promoted to make changes in the declaration deed whenever required and for that purpose promoter shall be deemed as "Attorney" of allottee.

ii) The Promoters are planning to purchase and/or acquire development rights in respect of the adjoining properties. The Promoters shall at their option be entitled to amalgamate the said adjoining properties and/or grant the right of way to such adjoining land owners or their assignees;

iii) The Promoters have reserved unto themselves right to consume total FSI available and also further FSI if any that may be granted or available by reason of any increase in FSI and/or any change in the government policy from time to time till the conveyance is executed in favour of the Society. The Allottee expressly consents to the same as long as the total area of the said Apartment is not reduced and the structure of the building is not changed.

iv) The Promoters are entitled to utilise any additional FSI that may be available to them either by way of Transfer of Development Right (TDR) or increase in F.S.I. due to changes in Development Rules or under any Law by constructing additional premises on the ground floor or additional floors on the building/s constructed by them. The Promoters shall be entitled to use/consume the aforesaid additional F.S.I. till the registration of the Society or any form of organisation and execution of Conveyance in its favour;

v) The Promoters will be entitled to mortgage or create

charge on the Land, Buildings constructed thereon in respect of the cash credit / term loan / project finance facilities raised/to be raised for this project, and or for any other purpose create Charge or Mortgage in respect of the said property and all the units constructed and/or to be constructed thereon as a security for the repayment of the said amount alongwith interest and other monies that may become due and payable in respect of such finance facilities.

vi) It is hereby expressly agreed & provided that so long as it does not in any way effect or prejudice the rights hereunder granted in favor of the Allottee/s in respect of the said premises agreed to be purchased by the Allottee/s, the Promoters shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off their right, title or interest in the said project/project land and/or in building to be constructed by the Promoters or any part thereof in accordance with the provisions of law for the time being in force.

vii) Promoters shall be entitled to grant, offer, upon or in respect of any portion of the said property to any third party all such rights, benefits, privileges, easements etc. including right of way, right to draw from or connect to all drains, sewers, installations and/or services in the said property in such manner as may be desired by the Promoters and the Allottee/s expressly consents to the same.

viii) The Allottee/s agree/s that upon execution of this Agreement, he/she/they given his/her/their irrevocable consent whereby the Promoters will be entitled to make such alteration/s, modification/s which are expedient in the opinion of the Promoters/Architects/Engineers provided such alteration/s and/or modification/s are approvable/approved by the concerned Authorities.

ix) In the event of the Society being formed and registered before the sale and disposal by the Promoters of all the premises in the said buildings, the power and the authority of the Society so formed or of the Allottees herein and other Allottees of the premises shall be subject to the overall power of the Promoters in any of the matters concerning the building, the construction and completion thereof and all amenities pertaining to the same and in particular, the Promoters shall have absolute authority and control as regards the unsold premises and the disposal thereof irrespective of the fact that the Allottees have formed a Co-operative Society, Ad-hoc Committee or any other body.

x) The Allottees hereby agree and confirm that in the event of the said Society and/or association or limited company or condominium of apartment owners or any other body being formed earlier that the Promoters dealing with or disposing off all the premises in the said building on

the said property and in that event any allotters or Allottees of premises from the Promoters shall be admitted to such body, co-operative society or limited co. or condominium of apartment owners, on being called upon by the Promoters without payment of any transfer fee, maintenance charges, outgoings, premium or any other additional charges. Only the Share Application Money and Entrance Fee as may be fixed by the Promoters will be paid by such allottee, Allottees or transferors and theses persons shall not be discriminated or treated prejudicially by such co-operative society or Limited Company or Consortium of apartments Owners as the case may be. The Allottee/s hereby give/s his/her/their Irrevocable Consent in regard thereto.

xi) The Allottee/s agree/s and confirm/s that the Promoters shall not be liable to pay any maintenance and/or common expenses in respect of the unsold premises in the said building. The Promoters shall, however, pay the proportionate share of Property taxes/assessment charges only payable to the concerned Grampanchayat or any other Statutory Authorities or CIDCO or Municipal Council as may be applicable in respect of those unsold premises thereof.

xii) The Promoters shall be entitled to grant the right of way to adjoining plot/land owners or their assignees. Aforesaid conditions are of the essence of the contract and only upon the Allottee agreeing to the said conditions, the Promoters have agreed to sell the said Apartment to the Allottee.

7.10 The Allottee/s himself/ themselves with an intention to bring in and bind all persons in whomsoever hands the said Apartment may come, doth hereby covenant with the Promoters as follows: -

a) to maintain the said Apartment at the Allottee’s own cost in good tenantable repairs and condition from the date the possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the Building in which the said Apartment is situated which may be against the rules, regulations or bye-laws of concerned local authority or change/alter or make addition in or to the Building in which the said Apartment is situated or the said Apartment itself or any part thereof without the consent of the promoter / local authorities, if required.

b) not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of the Building or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors may be damaged or that is likely to damage the staircase, common passage or any other structures of the Building in which the said Apartment is situated including the entrance thereof of the building in which the Said Apartment is situated. In case any damage is caused to the said

Apartment in which the Said Apartment is situated or the Building on account of the negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

c) To carry out at his own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoters to the Allottee and shall not do or suffer to be done anything in or to the building in which the said Apartment is situated which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

d) Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Apartment without the prior written permission of the Promoters and/or the Society or the Limited Company.

e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building in which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said property and the building in which the said Apartment is situated.

g) Pay to the Promoters within fifteen days of demand made by the Promoters, their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Said Apartment is situated.

h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Apartment by the Allottee for any purposes other than for purpose for which it is sold.

i) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment until all the dues payable by the Allottee to the Promoters

under this Agreement are fully paid up and prior written consent is obtained from the Promoters and/or the Society of the building in which the said Apartment is situated. Provided that In case the Allottee desire/s to lease/sell/ transfer his/her/their flat or the benefits under this Agreement in favor of any person and if the Allottee request/s the Promoters to give their consent to such lease/sale/transfer of the flat and/or interest therein, in such event the Allottee shall pay to the Promoters such sum as the Promoters in their absolute discretion determine, as and by way of administration costs/charges and expenses in regard to such lease/ sale/ transfer.

j) Until the management of the building is entrusted to the Society or other organization, the Purchaser/s shall abide by the rules and/or the code of conduct prescribed by the Promoters.

k) The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupancy and use of the said Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

l) Till a conveyance/Lease of the said Land together with the structure of the building in which said Apartment is situated is executed in favour of respective Society/Limited Society, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

m) The Allottee agree/s that the Allottee/s shall not make any change in the premises agreed to be purchased which will affect the outer elevation of the said premises or the building nor shall carry out any structural changes of any nature whatsoever.

n) The Allottee covenants with the Promoters that if at the request of the Allottee the Promoters make any change in the flat/other office premises agreed to be sold and as a result of this the Promoters have to use any material less than the other purchasers, even then the purchaser/s shall not be entitled to any reduction in the agreed price of the said premises and he/she/they shall be liable to pay the entire agreed price as per the agreement. Similarly the Promoters shall not be bound to carry out any extra additional work for the purchaser/s without their being a written request given by the purchaser and acceptance by the Promoter to carry out the

said additional extra work for the purchaser/s. Incase if the Promoters have agreed to do any additional extra work, the Purchaser/s shall within 7 days from the date of intimation of Promoter's cost for carrying out the said additional extra work deposit with the Promoters the said estimated cost. If the Allottee/s fails to deposit the said estimated cost for the additional extra work agreed to be carried out by the Promoter, then the Promoters shall not be liable to carry out the additional work in the premises of the Purchaser/s.

o) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said premises or of the said land and building or any part thereof. The Allottee shall have no claim, save and except in respect of the premises hereby agreed to be sold and all open spaces, parking spaces, lobbies, staircases, common terraces, will remain the property of the Promoters until the said property together with the building is transferred to the Society or other organization, as hereinabove provided.

p) The Allottee/s agree/s and confirm that the Promoters shall be entitled to sell the terrace abutting to the flats to the purchasers of such flats and the said attached open terrace space purchased by the flat owner/s shall belong exclusively to the respective purchasers of the terrace premises. However, the terrace shall not be enclosed by the Terrace Flat/premises Allottee/s till the permission in writing is obtained from the Promoter and the Society/Other Organization and the concerned local authority. The Promoters shall in no way be responsible if the Allottee/s enclose/s the terrace.

q) The Allottee shall not demand partition of his/her/their interest in the said building and the purchaser/s agree/s that his/her/their interest in the said building is not importable and the entire property and the building thereon will be conveyed in favor of the organization that may be formed of the Allottees of flats/other premises.

7.11 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the said Land and Building or any part thereof. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation will remain the property of the Promoters until the said Land and the said structure of the building is transferred to the Society/Limited Company or other body as hereinbefore mentioned.

7.12 The Allottee hereby declares, agrees and confirms that the monies paid/payable by the Allottee under this Agreement towards the said Apartment is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any intravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules,

regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time. The Allottee further agrees and confirms that in case the Promoters become aware and/or in case the Promoters are notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then the Promoters shall, at their sole discretion be entitled to cancel/terminate this Agreement for Sale. Upon such termination the Allottee shall not have any right, title or interest in the said Apartment neither have any claim/demand against the Promoters, which the Allottee hereby unequivocally agrees and confirms. In the event of such cancellation/termination, the monies paid by the Allottee shall be refunded by the Promoters to the Allottee in accordance with the terms of this Agreement for Sale only after the Allottee furnishing to the Promoters a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee.

7.13 The allottee also undertakes to pay all schedule amount on or before due dates.

7.14 Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his allotment in the Project:provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

7.15 Compensation –

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/Plot], with interest at the

rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot].

7.17 The Allottee shall Indemnify and keep Indemnified the promoter in case If due to any act on the part of Allottee or anyone related to our standing in the issue of Allottee or any act done by or on behalf of Allottee any loss is caused to the building or to the land or to the promoter.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

(i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

(ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

(iii) There are no encumbrances upon the said Land or the Project;

(iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the [Apartment/Plot];

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/Plot] and common areas;

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot]to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Plot] to the Allottee and the common areas to the Association of the Allottees;

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

(xii) 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 property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

(i) Promoter fails to provide ready to move in possession of the [Apartment/Plot] to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;

(ii) Discontinuance of the Promoter’s business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the [Apartment/Plot].

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

(i) In case the Allottee fails to make payments for 03 consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond 01 consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment/Plot] in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the [Apartment/Plot] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the [Apartment/Plot].

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee hereby agrees to purchase the [Apartment/Plot] on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Apartment/Plot] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Basement Areas: The basement(s), if any, as located within the **'GOVARDHAN HEIGHT'S'**, shall be earmarked for purposes such as parking spacesand other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the

association of Allottees formed by the Allottees for rendering parking.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/Plot] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment/Plot], 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/Plot] and keep the [Apartment/Plot], 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 condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/Plot] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Plot]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a [Apartment/Plot] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said [Apartment/Plot], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment/Plot]/ at his/ her own cost.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/Plot/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/Plot/Building].

19. APARTMENT OWNERSHIP ACT

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Maharashtra Apartment Ownership Act, 1970. The Promoter showing compliance of various laws/regulations as applicable in State of Maharashtra.

20. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules alongwith 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 as and when intimated by the Promoters. If the Allottee(s) fails to execute and deliver to the Promoters 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 Promoters, then the Promoters shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled 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.

22. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

23. RIGHT TO AMEND

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON 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 shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

25.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27. 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 Project, the same shall be the proportion which the carpet area of the said Apartment bears to the total carpet area of all thesaid Apartment in the Project.

28. 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.

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Dhule.

30. NOTICES

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

_____Name of Allottee

_____ (Allottee Address)

JAI SHREEKRISHNA DREAM HOMES BUILDER

AND DEVELOPERS, DHULE,

26,Vrundawan,100ft Ring Road,

Samrat Nagar, Dhule-424001. (Promoter)

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

31. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

32. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

33. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

34. LOANS AGAINST THE UNIT

34.1. The Parties agree that notwithstanding any loan or financial assistance availed or to be availed by the Allottee in connection with the payments to be made pursuant to this Agreement (Loan) and any mortgage created or to be created over the Unit in connection with such Loan (which requires the prior written consent of the Promoter), the Allottee shall remain solely and wholly responsible for the timely payment of the Total Consideration or the part thereof and / or any other the amounts payable hereunder.

34.2. The Parties further agree that the Promoter shall not in any way be liable or responsible for the repayment of the Loan taken by the Allottee. All costs in connection with the procurement of the Loan and creation of a mortgage over Unit and payment of charges to banks or financial institutions in this connection shall be solely and exclusively borne and incurred by the Allottee. Notwithstanding the provisions hereof, it is clarified that until all the amounts payable hereunder have not been paid, the Promoter shall have a lien on the Unit to which the Allottee has no objection and hereby waives his right to raise any objection in that regard.

34.3. The Allottee hereby expressly agrees that so long as the Loan and the Total Consideration remain unpaid / outstanding, the Allottee subject to the terms hereof, shall not sell, Transfer, let out and / or deal with the Unit in any manner whatsoever without obtaining prior written permission of the Promoter and / or the relevant banks / financial institutions which have advanced the Loan. The Promoter shall not be liable for any of the acts of omission or commission of the Allottee which are contrary to the terms and conditions governing the Loan. It shall be the responsibility of the Allottee to inform the Ultimate Organisation about the lien / charge of such banks / financial institutions and the Promoter shall not be liable or responsible for the same in any manner whatsoever.

34.4. The Allottee indemnifies and hereby agrees to keep indemnified the Promoter and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Promoter and its successors and assigns may suffer or incur by reason of any action

that any bank / financial institution may initiate on account of the Loan or for the recovery of the Loan or any part thereof or on account of any breach by the Allottee of the terms and conditions governing the Loan.

34.5 The Allottee may obtain finance/ loan from any financial institution, bank or any other source, but the Allottee's obligation to purchase the said Apartment pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such finance. The Allottee would remain bound under this Agreement whether or not it has been able to obtain finance for the purchase of the said Apartment. The Allottee agrees and has fully understood that the Promoter shall not be under any obligation whatsoever to make any arrangement for the finance/ loan facilities to the Allottee from any bank/ financial institution. The Allottee shall not omit, ignore, delay, withhold, or fail to make timely payments due to the Promoters in accordance with the Payment Plan on the grounds of the non-availability of bank loan or finance from any bank/ financial institution for any reason whatsoever and if the Allottee fails to make the due payment to the Promoter within the time agreed herein, then the Promoter shall have the right to terminate this Agreement in accordance herewith.

35. FSI and TDR

Within 18 months from the date of occupation certificate in respect of the Building, the Promoter shall execute a Deed of Conveyance (Building Conveyance) in respect of the structure of the Building along with the FSI consumed in the Building subject to the right of the Promoter (i) to dispose of unsold units, if any and receive the entire consideration amount and outstanding dues from the Allottee/s; and (ii) to consume the entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in law or policies of any Authority on the Larger Property; and (iii) to use all internal roads and all the facilities, amenities and services for such future and / or ongoing development or otherwise.The Promoters have disclosed the Floor Space Index of _____ as proposed to be utilized by him on the said project land in the said Project. And the Allottees have agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at **DHULE** in the presence of attesting witness, signing as such on the day first above written,

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1)_____

(2)_____

At DHULE in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1)_____

(Authorized Signatory)

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

- **SCHEDULE 'A' - PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND THE GARAGE/CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS**
- **SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT (with Unit shaded)**
- **SCHEDULE 'C' - PAYMENT PLAN BY THE ALLOTTEE**
- or such other certificate by whatever name called issued by the competent authority
- **(Report on Title)**
- **(Key Approvals)**
- **(Unit and Project Details)**
- **(Common Areas and Amenities)**

(Unit and Project Details)

(I) CUSTOMER ID
:……

(II) Correspondence Address of
Purchaser:…….

(III) Email ID of
Purchaser:……

(IV) Unit
Details:…….

(i) Development/Project
:…….

(ii) Building Name
:……..

(iii) Wing
:……..……

(iv) Unit No.
::…….……

(v) Area ::……..
……

SCHEDULE 'C' - PAYMENT PLAN BY THE ALLOTTEE

Sr. no.	Upon Initiation of	Amount (In Rs.)
1)	to be paid to the Promoters after the execution of Agreement	30%
2)	to be paid to the Promoters on completion of the Plinth of the building	15%
3)	to be paid to the Promoters on completion of the slabs including podiums and stilts of the building	25%
4)	to be paid to the Promoters on completion of the walls, internal plaster, floorings doors and windows of the said Apartment. THIRD FLOOR SLAB	5%
5)	to be paid to the Promoters on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.	5%
6)	to be paid to the Promoters on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the	5%

	said Apartment	
7)	to be paid to the Promoters on completion of the lifts, water pumps, electrical fittings, electro, mechanical	10%
8)	against and at the time of handing over of the possession of the Apartment	Balance Amount

The aforesaid schedule is not chronological and payment for any of the aforesaid milestones may become due before or after the other milestones, depending on the date of initiation of the relevant milestone.

(vi) Property Tax (Estimated): Rs. _____/- (Rupees _____ only) covering period of 18 months from DOP.

All amounts stated hereinabove are exclusive of Indirect Taxes (including but not limited to service tax, MVAT, GST, stamp duty etc.) and all such Indirect Taxes/levies have to be borne and paid by the Allottee separately immediately upon the same being demanded by thePromoter.

(vii) Date of Offer of Possession: _____ 20___, subject to additional grace period of 18 (eighteen) months and any extension as may be applicable on account of the provisions of Clause 7.1

(viii) Project Details:

1) Project Name:

2) RERA Registration Number:

3) Project Details:

(Common Areas and Amenities)

Following described areas and facilities shall be treated as properties of all the unit owners and each unit owner shall have his interest and right in said common areas and facilities, proportionate to this ownership percentage as described in detail, hereinafter the particular of the said common areas and facilities are under : -

a) The parcel of land described in paragraph A on page No 2 of this Deed.

b) A staircase as shown in “EXHIBIT C” which leads from the ground floor to Terrace of the building. The common staircase and parking of building shall be used by the member of residential units of the building in common.

c) The underground Water tank and overhead water tank constructed on the staircase of building for supply of water in common for all units in said building and drainage system thereof along with all fittings of drainage and plumbing thereof.

d) Common plumbing network through out of the said building.

e) Common Electric wire Network throughout the building.

f) Common Electric meter and Lights thereof fitted in the common staircase portion.

g) The water connection from Dhule Municipal Corporation main line up to the building along with common water meter.

h) The septic tanks, Drainage system thereof along with all fitting of drainage and plumbing.

i) The Bore well with pump water meter.

j) The foundations and main walls columns, guarders and beams, roofs of such building as described in the sanctioned plan.

k) That on Basement Parking (admeasuring 167.00 sqmtr) and Ground Floor, Parking (admeasuring 291.00 sqmtr) is providing for and shall be used in common by all residential unit holders of the said building.

l) There is a terrace on the top of the building is providing for and shall be used in common by all residential unit holders of the said building.