

LETTER OF ALLOTMENT

To,

Date:

.....
.....

Sub: Allotment of residential/Commercial unit no.....on floor in the building known as "Santkrupa Sankul" situated at S.No. 71/1 and 73/1B (part) (Plot No.1+12+46), village:- Walwadi, taluka:- Dhule, District:- DhulePIN:-424002

Respected Sir,

It is indeed our pleasure to inform you that the Unit No. on floor in the building known as "Santkrupa Sankul" situated at S. No. 71/1 and 73/1B(part) (Plot No.1+12+46), village:- Walwadi, taluka:- Dhule, District :- Dhule has been provisionally allotted to you as per your application dated subject to the terms and conditions as stated hereunder.

The details of the Applicant and the Unit allotted thereto are as under:

Name of Allottee (s)	
PAN	
Address of Allottee(s)	
Email ID of the Allottee(s)	
Name of Building	
Floor No, Unit No& Type of Unit	
Carpet Area Balcony Area Terrace Area	
No. of Car Parking(s) allotted	
Consideration Value	
Stamp Duty & Registration charges	
MSEDCL Charges	
Legal Charges	
Maintenance Charges	

Terms and Conditions:

1. Upon issuance of this Letter of Allotment, the Allottee shall be liable to pay the aforesaid Consideration Value and all other Charges as specified in Agreement to Sale which will be registered together with the applicable government taxes and levies as per the Schedule of Payments specified in Annexure "A" hereunder.
2. The Allottee agrees and undertakes to be bound by and perform all the obligations and the terms and conditions contained in the Application Form and this Letter of Allotment, including timely payment of amounts stated in Agreement to Sale.
3. The Allottee agrees and undertakes to execute the prescribed agreement of the said shop/ office/ residential apartment under the RERA Act 2016 and the rules made thereunder by the State of Maharashtra called as "The Maharashtra Real Estate (Regulation and Development)(Regulation of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules 2017.", within 30 (or any period to be mentioned here) days from the date of this allotment letter, by making payment of the appropriate instalment i.e. **Rs.**/- and the stamp duty and registration fees and proportionate service tax/VAT/ GST or other taxes etc. as prescribed by Government.
4. In the event the Allottee fails or neglects to comply with any of his obligations under the Application Form / Letter of Allotment, or seeks to withdraw or cancel the Letter of Allotment in respect of the Unit, the Allottee shall be deemed to be in default. In the event of such default, the Firm shall issue notice to the Allottee of such default and the Allottee shall be provided with a further period of 15 days from the date of such notice to cure the said default.

In the event the Allottee fails to cure such default within 15 days from the date of notice of such default (or such default is not capable of being cured), the Firm shall have the option to cancel the allotment of the Unit, by sending a termination letter by RPAD /Speed Post. On such termination, the following shall apply:

- a) The allotment/booking for the Unit(s) shall stand immediately terminated and the Allottee shall have no right whatsoever with respect to the Unit(s), save and except the right to receive Refund Amount as per (b) below.
- b) All amounts paid to the Firm by the Allottee towards Consideration Value or part thereof (excluding interest and taxes thereon) after deducting therefrom the Liquidated Damages amounting to 10% of the amount given by the Allottee (Refund Amount) shall be refunded. The payment of the Refund Amount shall be subject to and after deducting thereon tax at source and/or

other applicable government levies and taxes. For sake of clarity, the interest and/or taxes paid on the Consideration Value shall not be refunded upon such cancellation/termination.

- c) The payment of Refund Amount shall be made through PDCs in 12 equal monthly instalments. The first such monthly instalment shall commence from the 10th of each month of the date of the letter of termination.
5. The unit(s) cannot be let, sublet, re-sold or transferred to any third party by the Allottee till all amounts in relation to the Unit have been received by the Firm and the Allottee has taken possession of the Unit.
6. This Letter of Allotment shall be governed and interpreted by and construed in accordance with the laws of India. The Courts at Pune shall have exclusive jurisdiction over all matters arising out of or relating to this Letter of Allotment. Any dispute shall be settled by a sole arbitrator appointed by the Firm and the arbitration shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

We would like to take this opportunity to thank you for the trust that you have reposed in the Chandrakant Kashinath Kele, and assure you of your best services at all times.

Warm Regards,

Chandrakant Kashinath Kele

!! Shree Gajanan !!

AGREEMENT TO SALE

THIS AGREEMENT IS MADE AND EXECUTED AT DHULE ON THIS DAY..... OF
..... 2017.

B E T W E E N

Mr. Chandrakant Kashinath Kele (PAN :)

Age about 69 years, Occ. Business

Address – CTS No.4486/1A-A1, Shri. Dinesh Complex,

Nehru Chowk, Agra Road, Deopur, Dhule 424002

HEREINAFTER REFERRED TO AS PROMOTER/ DEVELOPER.

(Which Expression unless repugnant to the context or meaning thereof shall mean and include his/ her/ their heirs executors, administrators, and assigns etc.).

. PARTY OF THE FIRST PART.

A N D

1. (PAN :)

Age about years, Occ.

Residing at

2. (PAN :)

Age about years, Occ.

Residing at

HEREINAFTER REFERRED TO AS 'THE PURCHASER/S'.

(Which Expression shall unless repugnant to the context of meaning thereof to mean and include his/her/their heirs, executors, administrators, and assigns etc.)

. PARTY OF THE SECOND PART.

WHEREAS,

A) All that piece and parcel of Land bearing S.No. 71/1, Mouje Valwadi, Village Dhule, Taluka Dhule, Dist Dhule was belonged to Mr. Chandrakant Kashinath Kele. The Promoter had obtained N.A. Permission for the said land from Collector Office, Dhule on 25/02/1993 by Order No. 1993/NASR/28A/92. The Promoter had prepared a layout consisting of various plots. The said layout is sanctioned by Dhule Municipal Corporation, Dhule vide letter no. 288 dated 21/07/1992. The Promoter has sold some plots. Out of this sanctioned layout, Plots No. 1 & 12 are owned by the Promoter i.e. Mr. Chandrakant Kashinath Kele. The details of Plot No. 1 & 12 out of S.No. 71/1, Mouje Valwadi, Village Dhule, Taluka Dhule, Dist Dhule are as below.

B)

Plot no	Area	East	West	South	North
1	313.77 Sq mtr	17.60 m	15 m	19.25 m	19.25 m
12	236.25 Sq mtr	12.50 m.	10 m	21 m	21 m

bounded as

Plot no	East	West	South	North
1	Plot no 11 & 12	Road	Plot no 2	Part of S No 73
12	Open space	Plot no1	Plot no 11 & road	Part of S No 73

C) All that piece and parcel of Land bearing S.No. 73/1B Part, Mouje Valwadi, Village Dhule, Taluka Dhule, Dist Dhule was belonged to Mr. Chandrakant Kashinath Kele. The Promoter had obtained N.A. Permission for the said land from Collector Office, Dhule on 9/9/2000 by Order No. B/NASR/14/KaVi-501. The Promoter had prepared a layout consisting of various plots. The said layout is sanctioned by Dhule Municipal Corporation, Dhule vide letter no. 1249 dated 22/9/2000. The Promoter has sold some plots. Out of this sanctioned layout, Plot No. 46 is owned by the Promoter i.e. Mr. Chandrakant Kashinath Kele. The details of Plot No. 46 out of S.No. 73/1B Part, Mouje Valwadi, Village Dhule, Taluka Dhule, Dist Dhule are as below.

D)

Plot no	Area	East	West	South	North
46	463.75 Sq mtr	15m	3m	54m	52m

bounded as:

Plot no	East	West	South	North
46	Part of S No 73	Road	Plot No. 1 & 12 of S. No. 71/1	Road

E) The Promoter has prepared amalgamation plan for Plot No. 1 & 12 of S.No. 71/1 and Plot No. 46 of S.No. 73/1B Part, Mouje Valwadi, Village Dhule, Taluka Dhule, Dist Dhule. The said amalgamation plan is sanctioned by Dhule Municipal Corporation, Dhule vide letter no. 2292/2015-16 dated 14/3/2016. The area of amalgamated Plot is 1013.77 Sq.mtrs. The details of amalgamated plot is as below –

Plot no	East	West	South	North
1+12+46, S.No. 71/1 & S.No. 73/1B Part, Mouje Valwadi, Village Dhule, Taluka Dhule, Dist Dhule	S.No. 73 Part	Road	Plot No. 2 & 11 of S.No. 71/, Road, Open space	Road

The said amalgamated plot is more particularly described in **Schedule-I** written hereinafter referred to as 'The Said Land')

By virtue of above mentioned sanctions, Promoters/Developers herein have got exclusive rights to develop the said land, to construct building/s consisting ownership tenements, to enter into Agreement with Prospective shops, offices, residential flats Purchasers and to sell/transfer the proposed shops, offices, residential flats.

- F)** The Promoters herein the desirous to construct one commercial + residential building along with car parking area.
- G)** Accordingly Promoters have got the plans approved from the concerned local authority i.e. Dhule Municipal Corporation for the proposed building/s to be constructed on the said land and obtained necessary Commencement Certificate Vide No. DhuMPa/N.R/88/2017-18 dated 25/5/2017. The Promoters have purchased additional FSI from Dhule Municipal Corporation by paying premium. And the plan of the proposed building has been sanctioned.
- H)** While sanctioning the said plans, the concerned local authority has laid down certain terms and conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said land and building and only upon due observance and performance of which the completion or occupation certificate in respect of the said (commercial + residential) building shall be granted by the concerned local authority.
- I)** The Promoter have commenced the construction of the said (commercial + residential)building consisting of ownership shops, offices, residential flats for sell to Prospective Purchasers in accordance with the said approved plans.
- J)** The Promoters have appointed a registered Architect Shirish Dasnurkar and Associates, Pune for preparation of plans etc. and also appointed a structural consultant JW Consultants LLP, Pune for preparation of structural design and drawings of the building. Promoter accepts the Professional Supervision of the

Architect and Structural Consultant till the completion of the building.

- K)** The Promoter has registered the project under the provisions of the Real Estate (Regulation and Development) Act 2016 with the Real estate Authority at registration no.....as a new project. The certificate has been annexed hereto and marked **Annexure "F"**.
- L)** Purchaser herein has intended to purchase a shop/ office/ residential apartment for him/her. The Purchaser has visited the site location, confirmed the progress and development carried out of the building. The Purchaser demanded the inspection of 7/12 extract, title search report, approved plan, specifications, terms and conditions of Agreement and other documents etc. in respect of said land described in Schedule I hereto specified under the Real Estate (Regulation and Development) Act 2016 and hereinafter referred to as 'The Said Act' and the Rules made there under.

Purchaser herein has taken inspection of all documents such as 7/12 Extract, certificate of title issued by the Advocate, copy of Commencement Certificate issued by Dhule Municipal Corporation, approved plan, specifications, terms and conditions of Agreement, RERA registration details and other related documents etc. specified under the Said Act.

The Purchaser, after satisfying himself/herself about the documents and progress/development carried out of the building, has shown his/her desirous to purchase shop/ office/ residential apartment No. admeasuring **Carpet area** about sq.mtrs. (subject to fluctuation of not more than 3%) on floor, along with the proportionate share in the building walls, common passages, common staircases, landings, lift area, lift machine room, elevations, projections, common terraces, water tanks etc alongwith covered/open **Car Park** of area about 10 sq.mtrs. and adjoining **Terrace area** about Sq.mtrs. for a lump sum price of Rs...../- (Rs. only). The Purchaser has applied to the Promoter for allotment for the Flat on dated.....

- M)** Relying on the Purchaser's representation and the assurances, the Promoters herein agreed to sell and Purchaser agreed to purchase shop/ office/ residential apartment No. admeasuring **Carpet area** about sq.mtrs. (subject to fluctuation of not more than 3%) on floor, along with the proportionate share in the building walls, common passages, common staircases, landings, lift area, lift machine room, elevations, projections, common terraces, water tanks etc along with covered **Car Park** of area about 10 sq.mtrs. and adjoining **Terrace** area about Sq.mtrs. as shown in the plan annexed hereto at and for a lump sum price of Rs...../- (Rs. only) on the terms and conditions hereinafter appearing. (The said shop/ office/ residential apartment) is more particularly

described in **Annexure "E"** written hereunder). The Promoter has issued allotment letter on dt..... accordingly.

- N)** Promoters Promoters herein have handed over to the Purchaser such documents as are mentioned in the Said Act which were demanded by the Purchaser.
- O)** The copies of 7/12 Extract, certificate of title issued by the Advocate, copy of Commencement Certificate issued by Dhule Municipal Corporation and the plans of the shop/ office/ residential apartment, parking plan agreed to be purchased by Purchaser approved by concerned local authority have been annexed hereto and marked **Annexure "A", "B","C", "D1" and"D2"** respectively.
- P)** Prior to execution of these presents the Purchaser has paid to the Promoter a sum of **Rs._____/- (Rs._____ Lakhs Only)**(*not exceeding 10 % of the total consideration*) being part payment of sale price of the flat agreed to be sold by the Promoters to the Purchaser as Earnest Money as detailed below :-

Amount	Particulars
Rs.	By Cheque No. dt. drawn on Bank, Br. Dhule.
Rs.	By Cheque No. dt. drawn on Bank, Br. Dhule.
Rs.	Total Rs.

(The Payment and receipt whereof the Promoter does hereby admit and acknowledge)

And Purchaser agrees to pay to the Promoter balance amount of the sale price in the manner hereinafter appearing.

- Q)** U/s. 13 of the said Act the Promoters are required to execute a written Agreement for Sale of said shop/ office/ residential apartment to the Purchaser, being in fact these presents and also to register said agreement under the registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell and Purchaser hereby agrees to purchase shop/ office/ residential apartment unit/ Apartment and covered parking.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE SAID PARTIES AS FOLLOWS -

1) Promoter to construct the Building/s

The Promoters shall construct the said building consisting of basement plus Four

upper floors, in accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen and approved by the Purchaser with only such variations and modifications as the Promoters may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them.

2) Purchaser to purchase shop/ office/ residential apartment Unit.

The Purchaser hereby agrees to purchase from the Promoters and the Promoters hereby agree to sell to the Purchaser shop/ office/ residential apartment **No.....** admeasuring **Carpet area** about sq.mtrs. (subject to fluctuation of not more than 3%) on **floor**, alongwith covered/ uncovered one **Car Park** of area about **10 sq.mtrs.** and adjoining **Terrace area** about **Sq.mtrs.** as shown in the floor plan hereto annexed and marked as **Annexure"D"** (hereinafter referred to as (shop/ office/ residential apartment') FOR THE TOTAL PRICE OF **Rs...../- (Rs. Only)** which includes the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common/limited common areas and facilities, which are more particularly described in the Second Schedule hereunder written. The shop/ office/ residential apartment has been marked in Red colour in the floor plan in the "**Annexure D**"

3) Payment Schedule

The Purchaserhas agreed to pay to the Promoters the total consideration amount Rs..... (Rs.....only). Out of that, the Purchaser has paid Rs..... (Rs.....only). The Purchaser hereby agrees to pay to the Promoters the balance amount of the purchase price i.e. Rs..... (Rs.....only) within seven days of the Purchaser receiving written intimation from the Promoters calling upon the Purchaser to make the payment within 7 days from completion of particular work as below :-

- A.** Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter at the time of execution of this Agreement.
- B.** Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
- C.** Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- D.** Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

- E.** Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- F.** Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
- G.** Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- H.** Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment to the Purchaser/s on or after receipt of occupation certificate or completion certificate.

3) Area measurements

The carpet area of the shop/ office/ residential apartment is taken as the net usable floor area of an shop/ office/ residential apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony appurtenant to the said shop/ office/ residential apartment for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said shop/ office/ residential apartment for exclusive use of the Purchaser, but includes the area covered by the internal partition wall of the shop/ office/ residential apartment.

4) Taxes and other Levies

The Total Price of the said shop/ office/ residential apartment mentioned above excludes all taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, Goods & Service Tax in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the shop/ office/ residential apartment unit.

If at any time, after execution of this agreement the Central Government/ State Government/ Local authority/ Revenue Authority/ any other authority/ any court/ Judicial authority/ quasi-judicial authority by way of any Statute /rule/ regulation/ notification/ order/ judgment/ executive power etc. levies any tax /duty/ charges/ premium/ levies/ cess/ surcharge /demands/ welfare fund or any fund/ betterment tax/ sales tax/ transfer tax/ turnover tax / works contract tax/ service tax, VAT, penalties et cetera and put in force or shall be in force prospectively or retrospectively, in respect of the said shop/ office/ residential apartment or the

construction for execution of the said agreement or other document registered or the transaction herein, shall exclusively be borne and paid (and if the same is paid by the Promoter then reimbursed) by the Purchaser. The Purchaser hereby indemnifies the Promoter from all such levies, cost and consequences.

5) Price Escalation

The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/ order/ rule/ regulation published/ issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.

6) Early Payments

The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Purchaser/s by discounting such early payments @ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to a Purchaser/s by the Promoter.

7) Confirmation of Carpet area

The Promoter shall confirm the final carpet area that has been allotted to the Purchaser/s 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. If the carpet area is more or less than 3% (defined limit), 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 more than the defined limit then Promoter shall refund the excess money paid by Purchaser/s 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 Purchaser/s. If there is any increase in the carpet area more than the defined limit allotted to Purchaser/s, the Promoter shall demand that from the Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate as agreed in this Agreement.

8) Adjustment of Payments

The Purchaser/s 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 Purchaser/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

9) Observance of all Conditions imposed by Local Authority

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the shop/ office/ residential apartment to the Purchaser/s, obtain from the concerned local authority occupation and/or completion certificates in respect of the Apartment.

10) Time

Time is of essence for the Promoter as well as the Purchaser/s. The Promoter shall abide by the time schedule for completing the project and handing over the shop/ office/ residential apartment unit to the Purchaser/s and the common areas to the association of the Purchaser/s after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Purchaser/s 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 payment schedule herein above.

11) Floor Space Index

The Promoter hereby declares that the Floor Space Index available as on date in respect of the said land is 1115.15 square meters only and Promoter has planned to utilize Floor Space Index of 1419.62 by availing of FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 2078.25 sq.mts as proposed to be utilized by him on the said Land in the said Project and Purchaser/s has agreed to purchase the said shop/ office/ residential apartment based on the proposed construction and sale of shop/ office/ residential apartment to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

It is hereby declared that all sanctioned plan/s has / have been shown to the Purchaser and the floor space index (FSI) available is shown in the said plan/s. The Purchaser has hereby given his/her/their irrevocable consent to the Promoter who shall be entitled to revise the plans, get them sanctioned from Dhule Municipal Corporation, construct the additional units on the same building or additional buildings permitted by Corporation and to allot/sell them to various persons and to receive consideration from such sell. The Purchasers shall have no objection for the said new Purchaser/s to be admitted as members of the Association. The Association

shall get the new transferees admitted as its members. Notwithstanding anything contained in this Agreement the Promoter shall be entitled to utilize any balance and/or additional FSI and/or TDR/land potential as stated herein above on any open area and/or on terraces above the building/s either prior to or after completion of building/s and even after conveyance of the said land. The Promoter shall also be entitled to transfer or assign the said right/s to any other person. The said land and/or building/s shall be conveyed subject to the right, always being with the Promoter or his assigns.

It is also understood and agreed by and between the parties hereto that the Promoter or his assignees shall have right to construct flats or offices on the top terrace/s of any Wings against FSI of road widening area, FSI of internal roads, TDR or any other FSI.

In case the land or any portion of the said land is acquired by any authority before execution of the conveyance, then the Promoter alone shall be entitled to take compensation for the same or get F.S.I./T.D.R. in lieu of compensation.

12) Interest on due Amount

The Purchaser/s agrees to pay to the Promoter interest at % per annum on all the amounts which become due and payable by the Purchaser/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser/s(s) to the Promoter.

13) Default of Purchaser in Payments

Without prejudice to right of promoter to charge the interest in terms of clause above, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing breach of three defaults of payment installment or any of the terms and conditions herein contained, the Promoter shall be entitled at his own option, to terminate this Agreement:

Provided that, Promoter shall give notice of seven days in writing to the Purchaser/s by registered AD at the address provided by the Purchaser/s or by email at the email address provided by the Purchaser/s of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fails to rectifies the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement and upon termination of this Agreement the Promoter, shall be at liberty to dispose of and sell the shop/ office/ residential apartment to such person and at such price as the Promoter may in his absolute discretion think fit.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchaser/s (subject to adjustment and recovery of any

agreed liquidated damages or any other amount which may be payable to Promoter) within a period of six months of the termination, the installments of sale price of the shop/ office/ residential apartment which may till then have been paid by the Purchaser/s to the Promoter but the Promoter shall not be liable to pay to the Purchaser/s any interest on the amount so refunded.

14) Amenities provided

The fixtures, fittings and amenities to be provided by the Promoters in the said (commercial and residential) building and the shop/ office/ residential apartment are those that are set out in **Annexure 'F'** annexed hereto, and common areas & facilities/restricted areas & facilities are mentioned in **Schedule - II** written hereunder.

15) Possession

The Promoter shall give possession of the shop/ office/ residential apartment to the Purchaser/s on or before..... If the Promoter fails or neglects to give possession of the shop/ office/ residential apartment to the Purchaser/s on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Purchaser/s the amounts already received by him in respect of the shop/ office/ residential apartment with interest at the same rate as may mentioned in the clause 6 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid,

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of shop/ office/ residential apartment on the aforesaid date, if the completion of building in which the shop/ office/ residential apartment is to be situated is delayed on account of –

- a.** non-availability of steel, other building material, water or electric supply ;
- b.** war, civil commotion or act of God ;
- c.** any notice, order, rule, notification of the Government and/or other public or competent authority.

16) Procedure for taking possession

The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the shop/ office/ residential apartment, to the Purchaser/s 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 shop/ office/ residential apartment to the Purchaser/s. The Promoter agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Promoter or association of Purchaser/s, as the case may be.

The Promoter on its behalf shall offer the possession to the Purchaser/s in

writing within 7 days of receiving the occupancy certificate of the Project. The Purchaser/s shall take possession of the shop/ office/ residential apartment within 15 days of the Promoters giving written notice to the Purchaser/s intimating that the said shop/ office/ residential apartment are ready for use and occupation.

17) Failure of Purchaser/s to take Possession of shop/ office/ residential apartment:

Upon receiving a written intimation from the Promoter, the Purchaser/s shall take possession of the shop/ office/ residential apartment 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 shop/ office/ residential apartment to the Purchaser/s. In case the Purchaser/s fails to take possession within the time provided in above clause, such Purchaser/s shall continue to be liable to pay maintenance charges as applicable.

18) Defect or unauthorized change

If within a period of five years from the date of handing over the shop/ office/ residential apartment to the Purchaser/s, the Purchaser/s brings to the notice of the Promoter any defect in the shop/ office/ residential apartment or the building in which the shop/ office/ residential apartment are situated or the material used therein, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Purchaser/s(s) compensation for such defect or change. If there is a dispute regarding any defect in the building or material used the matter shall, within a period of five years from the date of handing over possession, on payment of such fee as may be determined by the Regulatory Authority, be referred for decision to Adjudicating Officer appointed under section 72 of the Real Estate (Regulation and Development) Act 2016.

Provision of this clause shall be binding upon the Promoters provided that the Purchaser, on his own, has not carried out any repairs, modifications, changes alterations, additions etc. and also that the Purchaser has utilized the shop/ office/ residential apartment or part thereof in a proper and careful manner so as not to damage the said shop/ office/ residential apartment.

19) Purpose of use of shop/ office/ residential apartment.

The Purchaser/s shall use the shop/ office/ residential apartment or any part thereof or permit the same to be used only for purpose of shop/ office/ residential. He shall use the parking space only for purpose of keeping or parking the Purchaser/s's owned vehicle.

20) Disclosure of Title

The Promoter hereby agrees that he shall, before handing over possession of the shop/ office/ residential apartment to the Purchaser/s and in any event before execution of a conveyance/ assignment of lease of the said structure of the said

Building in favour of a corporate body to be formed by the Purchaser/s of shop/ office/ residential apartment in the building to be constructed on the said land (hereinafter referred to as "Santkrupa Sankul") make full and true disclosure of the nature of his title to the said structure of the said (commercial and residential) Building as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said structure of the said (commercial and residential) Building, and shall, as far as practicable, ensure that the said structure of the said (commercial and residential) building is free from all encumbrances and that the Promoter have absolute, clear and marketable title to the said structure of the said (commercial and residential) building, so as to enable him to convey/lease the said structure to the said Association of Apartment with absolute, clear and marketable title on the execution of a conveyance/assignment of lease of the said structure of the said (commercial and residential) building by the Promoter in favour of the said Association of shop/ office/ residential apartment, within two months of obtaining occupation certificate /completion certificate in respect of the said (commercial and residential) building or on receipt of minimum of 60% of the total Purchaser/s in such a (commercial and residential) building have taken possession and the Promoter has received the full consideration of such Purchaser/s whichever is earlier.

21) Conveyance

The Purchaser along with other Purchasers of shop/ office/ residential apartment in the (commercial and residential) building shall join in forming and registering the organization i.e. Association of shop/ office/ residential apartment Owners, to be known by such name as the Promoter may decide and for this purpose also, to sign and execute from time to time such application etc. for registration and/or membership or such other papers or documents as may be necessary for formation and registration of the said organization and for becoming a member, including the byelaws of the proposed society/Association/Company and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the shop/ office/ residential apartment Purchaser, so as to enable the Promoters to register the common organization of the Purchasers. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft byelaws or the Memorandum and/or Article of Association or name 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.

Unless it is otherwise agreed to by and between the parties hereto, the Promoters shall, within three months of registration of the Society or the Association or limited company, as aforesaid, or such extended period cause to be transferred to the said organization all the right, title and interest of the owner/s and the Promoters in the aliquot part of the said land together with the (commercial and residential) building/s by obtaining and/or executing the necessary conveyance of the said land

for or to the extent as may be permitted by the authorities and the said (commercial and residential) building in favour of the said organization as the case may be, such conveyance shall be in keeping with the terms and provisions of this Agreement.

The Promoter shall have absolute right to form Association of Apartments of shop/ office/ residential apartment Holders.

The Promoter shall, within three months of registration of the Association of shop/ office/ residential apartments, as aforesaid, cause to be transferred to the Association of shop/ office/ residential apartments all the right, title and the interest of the Promoter in the said structure of the (commercial and residential) Building in which the said shop/ office/ residential apartment is situated.

The Promoter shall, within three months of registration of Association of shop/ office/ residential apartments, as aforesaid, cause to be transferred to the Association of shop/ office/ residential apartments all the right, title and the interest of the Promoter in the said land on which the (commercial and residential) building is constructed.

22) Outgoings and proportionate contribution

Within 15 days after notice in writing is given by the Promoter to the Purchaser/s that the shop/ office/ residential apartment is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the shop/ office/ residential apartment) of outgoings in respect of the said land and (commercial and residential) 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, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and (commercial and residential) building/s. Until the Society or Limited Company is formed and the said structure of the (commercial and residential) building/s or wings is transferred to it, the Purchaser/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Purchaser/s further agrees that till the Purchaser/s's share is so determined the Purchaser/s shall pay to the Promoter provisional monthly contribution of Rs./- per month towards the outgoings. The amounts so paid by the Purchaser/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the (commercial and residential) building or wing is executed in favour of the Association of shop/ office/ residential apartment as aforesaid. On such conveyance/assignment of lease being executed for the structure of the (commercial and residential) building or wing the aforesaid deposits shall be paid over by the Promoter to the Association of shop/ office/ residential apartment, as the case may be. The Purchaser/s undertakes to pay such provisional monthly contribution and

such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Purchaser/s shall be regarded as the default on the part of the Purchaser/s and shall entitle the Promoter to terminate this agreement in accordance with the terms and conditions contained herein.

23) Legal Fees and other charges

The Purchaser/s shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-

- a. Rs...../- for formation and registration of the Association of Apartments.
- b. Rs...../- for proportionate share of taxes and other charges/levies in respect of the Association of Apartments.
- c. Rs...../- for deposit towards provisional monthly contribution (of one year) towards outgoings of Association of Apartments.
- d. Rs...../- for Deposit towards Water, Electric, and other utility and services connection charges

The Purchaser/s shall pay to the Promoter a sum of Rs. 25000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

24) Stamp duty and registration charges

At the time of registration of conveyance or Lease of the structure of the (commercial and residential) building or wing of the building, the Purchaser/s shall pay to the Promoter, the Purchaser/s' share of stamp duty and registration charges payable, by the said Association of Apartments on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said (commercial and residential) Building /wing of the building. At the time of registration of conveyance or Lease of the said Land, the Purchaser/s shall pay to the Promoter, the Purchaser/s' share of stamp duty and registration charges payable, by the said Association of Apartments on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Land to be executed in favour of the Association of Apartments.

25) Representations and warranties of the Promoter

The Promoter hereby represents and warrants to the Purchaser/s as follows:

- a. The Promoter has clear and marketable title with respect to the said Land; as declared in the Title Report annexed to this agreement and has the requisite rights to carry out development upon the said Land and also has actual, physical and legal possession of the said Land for the implementation of the Project;

- b.** The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the (commercial and residential) project;
- c.** There are no encumbrances upon the said Land or the Project except those disclosed in the title report;
- d.** There are no litigations pending before any Court of law with respect to the said Land or Project except those disclosed in the title report;
- e.** All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and said (commercial and residential) building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, said Land and said (commercial and residential) building/wing shall be obtained by following due process of law and 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, (commercial and residential) Building/wing and common areas;
- f.** 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 Purchaser/s created herein, may prejudicially be affected;
- g.** 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 shop/ office/ residential apartment which will, in any manner, affect the rights of Purchaser/s under this Agreement;
- h.** The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said shop/ office/ residential apartment to the Purchaser/s in the manner contemplated in this Agreement;
- i.** At the time of execution of the conveyance deed of the structure to the association of Purchaser/s the Promoter shall handover lawful, vacant, peaceful, physical possession of the common area of the Structure to the Association of the Purchaser/s;
- j.** The Promoter has duly paid and shall continue to pay and discharge undisputed 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 (commercial and residential) project to the competent Authorities;
- k.** 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 or served upon the Promoter in respect of the said Land and/or the (commercial and residential) Project except those disclosed in the title report.

26) Covenants as to usage and maintenance of shop/ office/ residential apartment by purchasers

The Purchaser/s/s or himself/themselves with intention to bring all persons into whosoever is hands the shop/ office/ residential apartment may come, hereby covenants with the Promoter as follows :-

- a.** To maintain the shop/ office/ residential apartment at the Purchaser/s's own cost in good and tenatable repair and condition from the date that of possession of the shop/ office/ residential apartment is taken and shall not do or suffer to be done anything in or to the (commercial and residential) building in which the shop/ office/ residential apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the (commercial and residential) building in which the shop/ office/ residential apartment is situated and the shop/ office/ residential apartment itself or any part thereof without the consent of the local authorities, if required.
- b.** Not to store in the shop/ office/ residential apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the shop/ office/ residential apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the (commercial and residential) building in which the shop/ office/ residential apartment is situated and in case any damage is caused to the building in which the shop/ office/ residential apartment is situated or the shop/ office/ residential apartment on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.
- c.** To carry out at his own cost all internal repairs to the said shop/ office/ residential apartment and maintain the shop/ office/ residential apartment in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s and shall not do or suffer to be done anything in or to the (commercial and residential) building in which the shop/ office/ residential apartment is situated or the shop/ office/ residential apartment 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 Purchaser/s committing any act in contravention of the above provision, the Purchaser/s 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 shop/ office/ residential 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 shop/ office/ residential

apartment or any part thereof, nor any alteration in the elevation and outside color scheme of the (commercial and residential) building in which the shop/ office/ residential apartment is situated and shall keep the portion, sewers, drains and pipes in the shop/ office/ residential apartment and the appurtenances thereto in good tenatable repair and condition, and in particular, so as to support shelter and protect the other parts of the shop/ office/ residential apartment building in which the shop/ office/ residential 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 shop/ office/ residential apartment without the prior written permission of the Promoter 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 land and the (commercial and residential) building in which the shop/ office/ residential 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 shop/ office/ residential apartment in the compound or any portion of the said land and the (commercial and residential) building in which the shop/ office/ residential apartment is situated.
- g.** Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the (commercial and residential) building in which the shop/ office/ residential 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 shop/ office/ residential apartment by the Purchaser/s to any purposes other than for purpose for which it is sold.
- i.** The Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the shop/ office/ residential apartment until all the dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid up and only if the Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has intimated in writing to the Promoter and obtained the written consent of the Promoter for such transfer, assign or part with the interest etc.
- j.** The Purchaser/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation 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 (commercial and residential) building and the shop/ office/ residential apartment therein and

for the observance and performance of the (commercial and residential) Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupation and use of the 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.

- k.** Till a conveyance of the structure of the (commercial and residential) building in which shop/ office/ residential apartment situated is executed in favour of Society/Limited Society, the Purchaser/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said (commercial and residential) buildings or any part thereof to view and examine the state and condition thereof.
- l.** Till a conveyance of the said Land on which the (commercial and residential) building in which shop/ office/ residential apartment is situated is executed in favour of Apex Body or Federation, the Purchaser/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land or any part thereof to view and examine the state and condition thereof.
- m.** The terrace space in front of or adjacent to the office and flats in the said (commercial and residential) building, if any, shall belong exclusively to the respective Purchaser of the respective terrace flats as the case may be and such terrace spaces are intended for the exclusive use of the respective terrace office and Flat Purchaser. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and/or the Promoters or the said shop/ office/ residential apartment association.

27) Promoter to use sum for specified purpose

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the Association of shop/ office/ residential apartment or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

28) Purchaser right to shop/ office/ residential apartment

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said shop/ office/ residential apartment or of the said Plot and (commercial and residential) Building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the shop/ office/ residential apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the

Association of shop/ office/ residential apartment and until the said Land is transferred to the Association of shop/ office/ residential apartment as hereinbefore mentioned.

The Promoter specifically declares that Promoter is constructing one commercial and residential building consisting of Parking and Ownership shop/ office/ residential apartment.

29) Sale of shop/ office/ residential apartment

That the Promoters shall be fully entitled and are at liberty to sell any of the shop/ office/ residential apartment to any person or persons of their choice and the Purchaser shall not raise any objection whatsoever in such dealings.

That under no circumstances the possession of the said shop/ office/ residential apartment shall be given or handed over by the Promoters to the Purchaser unless and until all the payments which are required to be made by the Purchaser under this agreement have been paid by the Purchaser to the Promoters.

30) Promoter to have charge till all Amount paid

That the Promoters and Developers shall in respect of any amount to be paid by the Purchaser under the terms and conditions of this agreement have a first lien and charge on the said shop/ office/ residential apartment agreed to be purchased and acquired by the Purchaser.

31) Promoter shall not mortgage or create a charge

After the Promoter executes this Agreement, the Promoter shall not mortgage or create a charge on the shop/ office/ residential apartment 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 Purchaser/s who has taken or agreed to take such shop/ office/ residential apartment.

32) Use of open spaces / Terraces

The Scooter and Car Parks, terrace on the top of the (commercial and residential) building, basement and open spaces are not common areas and each car/scooter park and open spaces will be allotted to a specific shop/ office/ residential apartment/tenement purchaser by the Promoter as per its choice and discretion. The Promoter shall be entitled to sell the open spaces. Terrace on the top of the (commercial and residential) building and basement (if constructed at its discretion) or portions thereof as separate unit/s or give the same for exclusive use to any unit purchaser as per its discretion. The Promoter can retain the terrace on the top of the (commercial and residential) building or any open spaces and can commercially exploit the same by way of erection of telecommunication antennas, dish antennas, hoardings etc.

33) Promoter's right to the top Terraces

It is specifically understood between the parties hereto that the promoters hereby have unqualified the unfettered right on the terrace above the top floor and that they are entitled to construct and sell additional tenements and or additional floors as may be permitted by the authorities, or permit exclusive use of exterior of the (commercial and residential) building or any part/full area of the said terrace for advertisements/boarding or otherwise, subject to necessary means of common access for maintenance of water tank/lift room etc.

34) Benefit of additional FSI

If at any time prior to obtaining the completion certificate of entire (commercial and residential) building, the FSI at present applicable/available to the said property is increased and/or if the method of computation of FSI is changed or altered, all resulting benefits shall ensure for the benefit of the promoter above without any rebate to the Purchaser. The Promoter shall have preferential/peremptory right to utilize the residual or such available FSI/FAR to which the Purchaser hereby agrees and shall always be deemed to have agreed. Part completion shall not be the ground of objection or claiming consideration to the promoter by the Tenant Purchaser.

35) Binding Effect

Forwarding this Agreement to the Purchaser/s by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser/s until, firstly, the Purchaser/s 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 Purchaser/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Purchaser/s(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s 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 Purchaser/s for rectifying the default, which if not rectified within 7(Seven) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever.

36) 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 shop/ office/ residential apartment/plot/building, as the case may be.

37) Right to Amend

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

38) Provisions of Agreement applicable to Purchaser/ subsequent Purchaser

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 Purchaser/s of the shop/ office/ residential apartment, in case of a transfer, as the said obligations go along with the shop/ office/ residential apartment for all intents and purposes.

39) Severability

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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.

40) Proportionate share

Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment, in common with other Purchaser/s(s) in Project, the same shall be the proportion which the carpet area of the unit/ Apartment bears to the total carpet area of all the shop/ office/ residential apartment [Apartments/Plots] in the (commercial and residential) Project.

41) 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.

42) 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 Purchaser/s, in after the Agreement is duly executed by the Purchaser/s 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.

43) Registration of Agreement and Conveyance

The Purchaser shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

The stamp duty, Registration Charges and all other costs of and incidental to the conveyance and other documents to be executed in pursuance thereof shall be borne and paid prior to the possession by the Purchaser as ascertained and fixed by the Promoters and Developers. The same shall be paid by the flat holder before taking possession of the premises.

44) Service of notice

That all notices to be served on the Purchaser/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s or the Promoter by Registered Post A.D/ Speed Post A.D. at their respective addresses and/or Notified Email ID specified below:

Name of Purchaser/s

(Purchaser/s Address)

Notified Email ID: _____

M/s Promoter name

(Promoter Address)

Notified Email ID: _____

It shall be the duty of the Purchaser/s 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 Purchaser/s, as the case may be.

45) JOINT PURCHASER/S

That in case there are Joint Purchaser/s all communications shall be sent by the Promoter to the Purchaser/s 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 Purchaser/s.

46) Forbearance not to be construed as waiver

Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser, nor shall the same in any manner prejudice the right of the Promoters.

47) 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 and the Dhule courts will have the jurisdiction for this Agreement.

48) Stamp Duty paid

The Stamp Duty and registration fees are paid by the Purchaser on market value of the shop/ office/ residential apartment **Rs _____/-** as per amendments to Bombay Stamp Act. If any additional Stamp Duty and Registration Charges etc. are payable then same shall be paid by the Purchaser Only.

Location - situated at Mouje Valwadi Taluka Dhule Dist,Dhule.

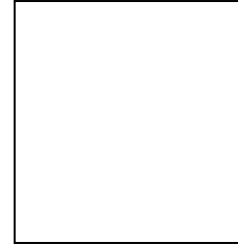
Stamp Duty is paid by the Purchaser on the market value of the property as per Govt. Stamp Duty Ready Reckoner as follows :-

Carpet area of shop/ office/ residential apartment	Sq.mtrs.
Area of Terrace	Sq.mtrs.
Total area of the shop/ office/ residential apartment	Sq.mtrs.
Area of Parking space	10 Sq.mtrs.
Consideration of shop/ office/ residential apartment	Rs.
Govt.Rate per sq.mtrs.)	Rs...../-
Cost of shop/ office/ residential apartment (as per Govt.Rate)	Rs.
Stamp Duty paid at 5%	Rs.
Registration charges paid	Rs...../-

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND
SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS THE DAY, MONTH
AND THE YEAR FIRST HEREINABOVE WRITTEN.**

SIGNED, SEALED AND DELIVERED

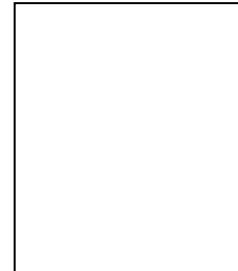
By the within - named



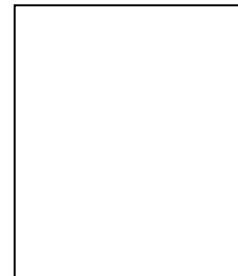
MR. Chandrakant Kashinath Kele
PROMOTER

SIGNED, SEALED AND DELIVERED

By the within - named



MR.



MR.

PURCHASER/S

IN THE PRESENCE OF WITNESSES

1)

2)

SCHEDULE I

(Description of the entire Land)

All that piece and parcel of Land, situated at Plot No. 1 & 12 of S.No. 71/1 and Plot No. 46 of S.No. 73/1B Part, situated at Valwadi ., Dist. Dhule, within the limits of Dhule Municipal Corporation and within limits of Registration Sub-District

Dhule,Taluka -Dhule, District - Dhule Totally admeasuring about 1013.77. Sq.mtrs.
(..... Sq.ft.) which is bounded as below :-

Plot no	East	West	South	North
1+12+46, S. No. 71/1 & S. No. 73/1B Part, Mouje Valwadi, Village Dhule, Taluka Dhule, Dist Dhule	S. No. 73 Part	Road	Plot No. 2 & 11 of S. No. 71/, Road Open space	Road

SCHEDULE – II

COMMON AREAS AND FACILITIES

- 1) The land and the open space described in the Schedule - I above (subject to the right of exclusive use of covered / open car parking areas allotted or that will be allotted to proposed flat holders.
- 2) The footings, RCC structure and main walls of the building. Staircases/ column in the building.
- 3) Common drainage, electrical and water lines/ connections.
- 4) Common ground water storage tank, overhead tank water reservoirs and plumbing network with pumping arrangements and motor there to.
- 5) Compound wall, fencing and gates.
- 6) Common T.V. Antenna.
- 7) Common electric meter.
- 8) Common Lift facility for 5 persons with battery backup.
- 9) Common toilet in parking area.

LIMITED COMMON AREAS AND FACILITIES

- 1) Partition walls between two units shall be limited common property of the said two respective units.

RESTRICTED AREAS:-

- 1) Terrace adjoining to the respective flats and above the building shall exclusively belong to such respective flats if so specifically allotted by the Promoter.
- 2) Terrace on Top Floor will be property of Promoter with right to construct balance F.S.I., additional F.S.I. and T.D.R.
- 3) Parking spaces under the stilt/basement and in open space allotted to respective shop/ office/ residential apartment.
- 4) Other exclusive and limited common areas and facilities as mentioned in body of this agreement.

ANNEXURE - ' E '

Shop/ Office/ Residential apartment **No.....** admeasuring **Carpet area** about **sq.mtrs.** situated on **floor**, of the building styled as "**Santkripa Sankul**" being constructed upon the plot described in Schedule I above along with covered/open **Car Park of area** about **10 sq.mtrs.** and adjoining **Terrace area** about **Sq.mtrs.** bounded as under :-

On or Towards East :

On or Towards South :

On or Towards West :

On or Towards North :

ANNEXURE 'F'

Specification and Amenities of the Flat

Structure:- RCC frame earthquake resistant structure.

Walls:- Construction of all walls in quality bricks.

Doors:- Molded panel Main door with quality brass fittings. All other flush doors.

Windows:- Two track aluminum sliding windows.

Flooring:- Vitrified tile flooring in all rooms.

Kitchen:- Black granite platform with stainless steel sink.

Toilets:- Concealed plumbing and coloured glazed tiles upto ceiling. Quality bathroom and sanitary fittings.

Electrical:- Concealed electrification with modular switches. Television and telephone point in living only for Residential unit.

Plastering:- Good quality internal plaster. Sand faced plaster for external surfaces.

Painting:- Quality cement paint for external surfaces. Oil bound distemper for internal surfaces.

Entrance gate:- Entrance gate for the apartment.

Lift:- Lift with battery / generator back up.

Compound Wall:- Compound wall in RCC / brick work.

Common Toilet:- One toilet will be provided in parking or on first floor.

Other features:- Letter boxes, notice board etc will be provided in parking area.

Note -- Any interference to Elevation is not permitted. Builder reserves the right to change the specification, internal plan or elevation without prior notice.

ANNEXURE 'A'	:-	7/12 Extract
ANNEXURE 'B'	:-	Title Report
ANNEXURE 'C'	:-	Copy of Commencement
ANNEXURE 'D-1'	:-	Copy of Floor Plan
ANNEXURE 'D-2'	:-	Copy of Parking Plan
ANNEXURE 'E'	:-	Description of Flat
ANNEXURE 'F'	:-	Specification and Amenities of the Flat
ANNEXURE 'G'	:-	RERA registration certificate