



Allotment Letter

_____, 2017

To

MR./MRS.

Address:

Re: Allotment of Flat/Unit No. ____ ("said Premises") to be situate on ____ floor of the building to be known as "_____" i.e. ____ Wing ("said Building") proposed to be constructed on the plot of land bearing Gut No.139/2, 140/7C, 151/1A situate at Village-Chikholi, Taluka- Ambarnath, District- Thane, Maharashtra, developed in the name and style as "**Karm Garden-Project** ____".

Madam/Dear Sir,

1. You, being desirous of acquiring Flat/Unit No. ____ to admeasure about ____ sq. ft. i.e. ____ sq. mtrs., Carpet Area ("**said Premises** ") to be situate on ____ floor of ____ Wing, of the building to be known as "_____" i.e. ____ Wing ("**said Building**") proposed to be constructed on the plot of land bearing Gut No.139/2, 140/7C, 151/1A situate at Village-Chikholi, Taluka- Ambarnath, District- Thane, Maharashtra, in the name and style of "**Karm Garden Project-__**" have approached and requested us to reserve the said Premises for allotment of the same to you.
2. As desired by you, and pursuant to your request, we hereby inform you that we are agreeable to reserve the said premises for allotment of the same to you, subject to terms and conditions contained herein.
3. The consideration is fixed at a sum of Rs ____/- (Rupees ____ Only), excluding stamp duty, registration charges, maintenance charges, service taxes, GST (if applicable), legal fees, expenses for the formation of the Association (more particularly mentioned in agreement for sale therein).
4. You have also agreed and confirmed that you shall execute the written agreement for sale as prescribed under the provisions of The Real Estate

(Regulation and Development) Act, 2016, in respect of the said flat, subject to making payment of ten (10% or after payment of token amount whichever is earlier) of the total value of the said flat (Plus Applicable VAT, Service tax, Stamp Duty, Registration, LBT, GST, or any other Govt. Levy as may be levied from time to time).

5. It is agreed and understood that the allotment of the Flat is only provisional.
6. We acknowledge and admit the Receipt of Rs. _____ (Rupees _____) bearing Cheque No. _____ dated _____ drawn on _____ bank from you towards the booking/reservation of said flat.
7. The Company has registered its project with the Maharashtra Real Estate Regulatory Authority and has obtained its registration No. _____.
8. You has/have demanded from the Promoter for inspection of all the documents of title to the said properties and you hereby acknowledge that prior hereto the Promoter has given to the Allottee/s, inspection of all the documents of title to the said Properties and the Plans, Designs, Specifications prepared by the Promoters' Architects and approved/sanctioned by the Town planning, Thane and the plans submitted to the Town planning Department, Thane and all such and other documents pertaining to the said Project as amended upto date as are specified under RERA and the rules made there under and the Allottee is/are fully satisfied with the title of the aforesaid owners to the respective said Properties you have inspected the building plans and are aware that the present sanctioned layout of the said Building is to be carried out by us in phases and comprises of construction of one or more buildings. However, if need be the Company in consultation with you as per the rules and regulations prevalent may amend these plans.
9. The Agreement for Sale shall inter-alia include conditions/covenants not limiting to:-
 - (i) In addition to the abovesaid Flat consideration, on or before the date of taking possession of the said Flat/Unit, you shall be required to pay to the Company amounts as may be required with respect to the said Flat/Unit including (but not limited to) amounts for (i) entrance fees as well as share application money for the Co-operative Society / Apartment Owners Condominium/Company ("Association"), if any to be formed, (ii) legal charges, (iii) formation and registration of such Association as may be formed, (iv) security deposit for proportionate share of taxes and towards water, electric and fire cess deposit, (v) service line charges for electrical

connections and (vi) Project Infrastructure charges; etc. (more particularly mentioned in agreement for sale therein).

- (ii) Development of the property in which the said Building would situate shall be in phases and as per the plans approved by the concerned Authorities from time to time, in utilization of the available FSI (and as may from time to time be available) as per various laws, acts, rules and regulations in force at present.
 - (iii) You shall become a member of the Association that may be formed by the allottee's of Flats /units in the said Building and until formation of such Association, the Promoter/ Company will make arrangements for the management and maintenance of the building/Complex and charge management fees thereof;
 - (iv) That the said Flat /Unit shall be used by you for such purpose as may be granted vide the Agreement for Sale that would be executed and not otherwise.
10. Possession of the said Flat /Unit shall be handed over to you on receipt of the Occupation Certificate in respect of the said Building is obtained from the concern authority and only against payment of the entire consideration and other charges as applicable in respect of the said Flat/Unit by you unto the Company. Further, you must comply with all the requisite formalities prior to the date of handing over of possession.
11. Any service tax, works contract tax, value added tax, goods & service tax, Maharashtra value added tax (MVAT) etc. and any other like taxes / imposts / impositions, levied or leviable by the Central and/or State Government or any local, public or statutory authorities or bodies in respect of the said Flat/Unit and/or transaction contemplated hereunder and/or the consideration payable hereunder shall be borne by you, and you shall on a written demand being made by the Company, pay and/or reimburse such amount of tax/ imposts/ impositions (as the case may be), without delay or demur and for the same, you shall indemnify and keep the Company fully indemnified in respect of such claims/statutory dues and the non-payment or delayed payment thereof.
12. The Allottee agrees and confirms that in case of the Allottee cancelling the Allotment Letter or termination of the Allotment Letter by the Promoter/ Company, the Promoter/Company shall refund all the installments/ Consideration for the said Premise which may till then have been paid by the Allottee to the Promoter/ Company (subject to adjustment and recovery of any liquidated damages or any other amount which may be payable to the Promoter , not exceeding 10% of the of sale consideration which may till then

have been paid by the Allottee to the Promoter).

13. You shall not be entitled to create any third party interest in the said Flat/Unit until you have intimated the Company/Promoter in writing and the Company/Promoter has given its prior consent in writing in this regard. This provision is applicable even in the case of loans taken from banks or financial institutions for the purposes of purchasing the Flat/Unit.
14. You agree and confirm that all disputes shall be settled through the adjudicating officer appointed under RERA.
15. This writing is merely a letter of intent and is not and does not purport to be an Agreement for Sale of the said Flat/Unit. You shall not have any right, title, interest, claim and/or demand of any nature of whatsoever either against the Company or in respect of the said Flat/Unit, unless and until all the payments including the sale consideration have been made and all the obligations for the said Premises under and the said Agreement for Sale, have been performed and only thereupon the transaction as contemplated herein shall stand concluded. Your rights and obligations shall become effective only on execution of the Agreement for Sale, though the obligations to pay the consideration amounts as per Annexure "A" shall be liable to be discharged, irrespective of whether the Agreement for Sale has been executed or not.
16. The Company has availed of or will avail of financial assistance from banks/financial institutions against the land on which the Building is being constructed and/or proposed construction thereon. The Company hereby undertakes that such liability shall be cleared by it at its own expense prior to the transfer of title of the land to the Association. The Company may enter into any arrangement or agreement with any persons/s for the land/proposed development to any person/s without creating a charge in respect of the said Flat/Unit reserved for you.
17. You are requested to return the copy of this letter by affixing your respective signatures as acceptance / confirmation of the above by you.

We accept and confirm the terms and conditions mentioned here in above:

Yours faithfully,

For **Karrm infrastructure Pvt Ltd**



AUTHORISED SIGNATORY

MR.

MRS.

ANNEXURE 'A'

PAYMENT SCHEDULE –

- (i) Not exceeding 30% of the total consideration to be paid to the Promoter on execution of this Agreement.
- (ii) Not exceeding 45% of the total consideration to be paid to the Promoter on completion of the Plinth of the said Building in which the said Premises shall situate.
- (iii) Not exceeding 70% of the total consideration to be paid to the Promoter on completion of all the slabs.
- (iv) Not exceeding 75% of the total consideration to be paid to the Promoter on completion of walls, internal plaster, floorings, doors and windows of the said Premises.
- (v) Not exceeding 80% of the total consideration to be paid to the Promoter on completion of Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Premises.
- (vi) 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 said Building in which the said Premises is located.
- (vii) 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 the sale of the said Building in which the said Premises is located.

- (viii) Balance amount 5 % of the total consideration will be paid to the Promoter at the time of handing over of the possession of the said Premises to the Allottee on or after receipt of occupation certificate or completion certificate.

The above information is indicative of the proposed development and is issued in good faith subject to the approval of the authorities or in the interest of the continuing improvement. The Promoters/Developers reserve the right to alter the layout, plans, specifications or features without prior notice or obligation. The details contained in the leaflets/brochures or any other printed material, are only indicative and artistic imagination, may not be exact or accurate; and the same do not form any basis or part of the offer or contract.

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Ambarnath, this _____ day of _____ 2017.

BETWEEN

KARRM INFRASTRUCTURE PRIVATE LIMITED, Pan no. AACCE7513M, CIN No. U45200MH2011PTC219128, a company incorporated under the provisions of the Companies Act, 1956 having its Shop no.L-261, lower ground floor, “Dreams –The Mall”, situated at L.B.S Marg, Bhandup (West), Mumbai- 400 078 hereinafter referred to as the “**PROMOTER**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors-in-title and/or assigns) of the **FIRST PART.**

AND

_____, an Adult, Indian Inhabitant, residing at _____
_____, hereinafter referred to as the “**ALLOTTEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs executors, administrators, nominees and/or assigns); of the **SECOND PART.**

(The Promoter/and the Allottee are hereinafter collectively referred to as “**the Parties**”).

WHEREAS:

- A. The Promoter herein is entitled to develop the property being the pieces and parcels of lands admeasuring in the aggregate 26,246.64 sq. meters, all situate, lying and being at lying, being and situated at Village Chikhlioli, Taluka Ambarnath, Dist. Thane, Maharashtra, bearing details as follows and hereinafter collectively referred to as “**the said Properties**”, having acquired the same under Development Agreement executed in its favour by the owner thereof, the details whereof are as follows:-

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Survey No.	Area	Development Agreement Date and registration No.	Owner of the property
Survey No. 139/2, 151/1A and 140/7C	26,246.64 sq. meters	Development Agreement dated 18th February, 2013 and Serial no. ULN3-1091-2013 DATED 20 th February, 2013	Shri. Ketan Babulal Patel

The said Properties are more particularly described in the **First Schedule** hereunder written and delineated by red colour boundary and hatched in yellow colour, on the Layout Plan annexed hereto and marked as **Annexure ‘A’**.

- B. Thus, in view of the aforesaid the Promoter herein is entitled to develop the said Properties in Projectwise manner by constructing thereon, 10 (ten) buildings/wing viz. Gulab (A Wing), Chapha (B Wing), Jai (C Wing) floors, Jui (D Wing), Mogra (E Wing), Nishigandh (A Wing), Jaswand (B Wing), Gulmohar (C Wing), Bakul (D Wing) and Parijat (E Wing), each of these buildings shall be a structure having Ground plus Seven (7) upper floors to be used for residential purpose, in Karm Gardens, Project-1, by utilizing the Floor Space Index (“**FSI**”) presently available as also by utilizing the additional FSI that may be available in future, as also FSI in the form of Transferable Development Rights (“**TDR**”), as per the sanctioned plans and Commencement Certificate (“**CC**”) issued by the Ambernath Municipal Council, Ambernath (“**Ambernath Municipal Council**”) and sale such flats premises to prospective allottees thereof on “Ownership” basis under the provisions of Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) or any enactment which shall supplant RERA and thereafter to convey/transfer the said Properties together with the buildings as may be constructed thereon, in favour of the Association of allottees/society/ company, as the case may be referred to as the “**said Organization**” to be formed by all the allottees of the flats premises in the buildings. The development of the said Properties by constructing thereon the buildings as aforesaid is hereinafter referred to as “**the said Project**” to be known as “**Karm Gardens, Project-1**.”

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- C. For the purpose of undertaking the said Project by constructing the buildings on the said Properties as aforesaid, the Promoter has appointed M/s. Fouzi & Associates having their office at 72/73, 3rd Nizampura, Bhiwandi- 421 302 ,Dist. Thane as Design Architects & RCC Consultant;
- D. The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.
- E. The Promoter through its Architects has prepared and submitted a layout plan for approval to the Ambernath Municipal Council,Amberanth (“**Ambernath Municipal Council**”) and the Ambernath Municipal Council has approved the said Layout vide letter bearing No. ANP/TDP/CP/12-13/982/2198/87 Dt. 18/12/2012and ANP/TDP/CP/12-13/984/2199/88 Dt. 18/12/2012approved the Building Plans inter alia for Building no_____ (**_____ Wing**)(for the sake of brevity hereinafter referred to as “**the said Building**”). Hereto annexed and marked **Annexure “A”**, is copy of the Approved Layout issued by the said Ambernath Municipal Council. The Promoter agrees and undertakes that it shall not make any changes to these layout plans save and except as permissible under RERA and/or applicable statute/law.
- F. The Promoter has obtained Non Agricultural (NA) permission of the said Properties from Collectorate office, Thane vide letter no. Mahsul/No.1/T - 14/NAP/SR (238/12) 121/13 dated 28th May, 2013 and letter no. Mahsul/1/T - 14/NAP/SR (239/2012) 123/2013 dated 28th May, 2013 respectively.
- G. Title Report dated 2ND May,2017 issued by Mr. Mehul A. Pagare, Advocate, High Court, Bombay, relating to the said Properties, is annexed hereto and marked as **Annexure “B”**. Copy/ies of the 7/12 extract of each of the said Properties, is collectively annexed hereto and marked **Annexure “C”**.
- H. The Ambernath Municipal Council has issued Commencement Certificate No. vide ANP/NRV/2013-2014/426 dated 03-07-2013 and ANP/NRV/2013-2014/427 dated 03-07-2013 in respect inter alia of the said Building to be constructed by the Promoter on the said Properties.Hereto annexed and marked **Annexure “D”** is copy of the said Commencement Certificate No. 426 and 427dated 03-07-2013 issued by the said Ambernath Municipal Council;
- I. The Promoters have informed the Allottee that for the purposes of undertaking the said Project, the Promoters have availed of financial assistance from Dewan Housing Finance Corporation Ltd., (“**DHFL**”) and vide Deed of Mortgage dated

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27th November, 2014, registered under serial.no SHP/6510/2014 dated 27th November, 2014, entered into between the Promoters (as Mortgagor) and DHFL (as Mortgagee), the Promoters have created charge on the said Project including present and future unsold construction thereon. Thus, the consideration to be paid herein by the Allottee shall first be appropriated towards repayment of the aforesaid loan. Further the Promoter has extended the charge on the said Project by registering the Deed of Mortgage bearing reg no. SHP/3888/2017 dated 29th April 2017.

- J. In the premises aforesaid the Promoter alone has the sole and exclusive right to sell flats premises, in the said Building, proposed to be constructed on the said Properties and to enter into Agreements and receive the Sale Price/ consideration in respect thereof;
- K. The Allottee has/have demanded from the Promoter and the Promoter has given to the Allottee, inspection of all the documents of title to the said Properties and the Plans, Designs, Specifications prepared by the Promoters' Architects and approved/sanctioned by the Ambarnath Municipal Council and the plans submitted to the Ambarnath Municipal Council and all such and other documents pertaining to the said Project as amended upto date as are specified under the RERA and the rules made there under and the Allottee is/are fully satisfied with the title of the owners to the respective said Properties and also with the right and authority of the Promoter to develop the said Properties and also to allot on ownership basis various premises in the said Building that would be constructed on the said Properties.
- L. The Promoter has got some of the approvals from the concerned local authority the plans, the specifications, elevations, sections inter alia of the said Building and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupation Certificate of the said Building.
- M. While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditioned, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Properties and the said Building and upon due observance and performance of which only the completion or occupation certificates in respect of the said Building shall be granted by the concerned local authority.
- N. The Allottee has applied to the Promoter for allotment of a Flat No. _____ admeasuring _____ sq. ft. carpet area (as defined under RERA), to be situate

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on _____ floor (for the sake of brevity hereinafter referred to as “**the said Flat**”) of the Building no _____ , wing _____ also known as _____ {for the sake of brevity hereinafter referred to as “**the said Building**”}, being constructed on the said Project. Relying upon the said application, declaration and the Agreement, the Promoter agreed to sell the said Flat at the price and on the terms and condition hereinafter appearing.

- O. The said Flat being hereinafter referred to as “**the said Premises**” is more particularly described in the **Second Schedule** hereunder written. A copy of the sanctioned floor plan of the said Premises is annexed hereto **as Annexure “A-1”**
- P. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said Project.
- Q. The Promoter has registered the Project under the provision of the Act with RERA at Sr. No. _____.
- R. Under Section 13 of RERA, the Promoter is required to execute a written Agreement for sale of said Premises in favour of the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- S. The Parties are now desirous of recording the terms and conditions agreed upon between them in the manner hereinafter appearing.

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

1. Construction and Development of the said Properties-

The Promoters shall develop the said Properties (as defined in the First Schedule hereunder written, , by constructing thereon 10 (ten) buildings/wing viz. Gulab (A Wing), Chapha (B Wing), Jai (C Wing) floors, Jui (D Wing), Mogra (E Wing), Nishigandh (A Wing), Jaswand (B Wing), Gulmohar (C Wing), Bakul (D Wing) and Parijat (E Wing), each of these buildings shall be a structure having Ground plus Seven (7) upper floors, all of such buildings being developed in the name and style as “**Karm Gardens-Project-1**” (for the sake of brevity referred to as “**the said Project**”) in Phasewise manner, in accordance with the plans, specifications, designs and elevations as approved by the concerned local authority and which have been duly verified by the Allottee prior to the execution hereof. Provided that the Promoter shall have to obtain prior

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consent in writing of the Allottee in respect of variations or modification which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due change in law.

2. Consideration/Sale Price

- A. The Promoter has agreed to allot and sell to the Allottee and the Allottee hereby agrees to purchase and acquire from the Promoter Flat No. _____ admeasuring about _____ Sq ft Carpet area (as defined under RERA), to be situate on _____ floor (hereinafter referred to as “**the said Flat**”) of the Building no _____ , wing _____ also known as **Karrm Gardens, Project-1** {for the sake of brevity hereinafter referred to as “**the said Building**”} for the consideration of Rs. _____/- (Rupees _____ Only) including in Rs. _____/- (Rupees _____ Only) being the proportionate price of the common area and facilities appurtenant to the said Premises, the nature , extent and description of the common areas and facilities,in the said Project presently being constructed by the Promoter on the said Properties, on the terms and conditions and at and for a Sale Price of Rs. _____/- (Rupees _____ Only) payable by the Allottee to the Promoter in the manner referred to herein below. The said Flat being hereinafter referred to as “**said Premises**”, is more particularly described in the **in the Second Schedule** hereunder written and is shown as shown in the Floor plan thereof hereto annexed and marked Annexures A-1. The nature , extent and description of the common areas and facilities,in the said Project presently being constructed by the Promoter on the said Properties, are more particularly described in the **Third Schedule** annexed herewith.
- B. The Allottee has paid to the Promoter a sum of Rs. _____/- (Rupees _____)

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_____only) {not exceeding 10% of the Total Consideration payable herein} on or before the execution of these presents as a booking amount / earnest money (the payment and receipt whereof the Promoter does hereby admit and acknowledge). The balance consideration shall be paid by the Allottee to the Promoter by cheques/demand drafts drawn/issued favouring “**Karrm Infrastructure Pvt. Ltd.**” to be deposited in the account no_____ of the _____ Bank, _____ Branch , in the manner as follows:

- i. not exceeding 30% of the total consideration to be paid to the Promoter on execution of this Agreement.
- ii. not exceeding 45% of the total consideration to be paid to the Promoter on completion of the Plinth of the said Building in which the said Premises shall situate.
- iii. not exceeding 70% of the total consideration to be paid to the Promoter on completion of all the slabs.
- iv. not exceeding 75% of the total consideration to be paid to the Promoter on completion of walls, internal plaster, flooring’s, doors and windows of the said Premises.
- v. not exceeding 80% of the total consideration to be paid to the Promoter on completion of Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Premises
- vi. 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 said Building in which the said Premises is located.
- vii. 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 the sale of the said Building in which the said Premises is located.
- viii. Balance amount 5 % of the total consideration will paid at the time of handing over of the possession of the said Premises to the Allottee on or after receipt of occupation certificate or completion certificate.

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C. In addition to above flat consideration the Allottee on or before delivery of possession of the said Premises shall deposit below mentioned :-

Sr.no	Particulars	Amount in Rs
1	Maintenance Charges per square feet on carpet	₹ _____
2	Water Connection Setup	₹ _____
	Electricity Connection Setup	
3	Society Formation And Conveyance Charges	₹ _____
4	Legal & Documentation charges	₹ _____
5	Project Infrastructure Charges per square feet on carpet	₹ _____

D. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation 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 Apex Body or Federation.

E. The Total Price is escalation-free, save and except escalation/increase, 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

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agrees that while raising a demand on the Allottee 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 Allottee, which shall only be applicable on subsequent payments. It is hereby expressly clarified, agreed and understood that in the event of there being any increase in the amounts mentioned hereinabove, and other amounts/deposits which are not referred therein become payable, for any reason, then the Allottee/s shall be liable to bear and pay the same within 7 (seven) days from receipt of the Promoter written intimation in this regard.

- F. The sale price / total consideration shall be exclusive of all taxes, levies, duties, cesses etc. All such taxes, levies, duties, cesses (whether applicable/payable now or become applicable/payable in future) including Service Tax and /or Value Added Tax (VAT)/ GST (if applicable) etc. shall be borne and paid by the Allottee alone either to the Promoter / concerned authority, as the case may be. The Promoter shall not be held liable, and/or responsible for payment of such charges at any time and for any reason whatsoever. Failure to pay such taxes, levies, duties, cesses etc. will be treated as a breach of the terms and conditions of this Agreement by the Allottee. This clause shall be valid and applicable at all times even after the possession of the said Premises has been handed over by the Promoter to the Allottee.
- G. The Allottee shall make all payments of the Sale Price / Total Consideration due and payable to the Promoter through an account payee cheque / demand draft / pay order / wire transfer / RTGS / NEFT drawn in favour of “**Karrm Infrastructure Pvt. Ltd.**”. In case of any financing arrangement entered into by the Allottee with any financial institution with respect to the purchase of the said Premises, the Allottee undertakes to direct such financial institution to pay all such amounts towards the sale price/consideration, and the Allottee shall ensure that such financial institution shall disburse/pay all such amounts towards sale price/consideration due and payable to

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the Promoter in the designated account as aforesaid. In the event of any change in the Promoters' account in which the payments are to be made the Promoter shall inform the same in writing to the Allottee. Failure to pay the amounts in the Promoters' account shall be construed as a breach on the part of the Allottee. The Allottee agrees and confirms that the payment of installments shall be made on the due dates, without any delay or default, in terms of this Agreement. The Allottee agrees that the time for payment is the essence of the contract. A written intimation forwarded by the Promoter to the Allottee that a particular stage of construction is completed shall be sufficient proof that a particular stage of construction is completed.

- H. The Allottee agrees to pay to the Promoter, interest as specified in RERA, on all the delayed payments, which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoter. Without prejudice to the right of the Promoter to charge interest as per the rules and regulations of RERA as stated herein, on the Allottee committing default in complying with the terms and conditions herein recorded including without limitation default in payment of due dates of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement. Provided that the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee, by Registered Post A. D. at the address provided by the Allottee, 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 Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter as per provisions of RERA, shall refund to the Allottee within a period of 30 (thirty) days of the termination and upon execution of cancellation deed, the installments of sale consideration of the said Premises which may till then have been paid

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by the Allottee to the Promoter (subject to adjustment and recovery of any liquidated damages or any other amount which may be payable to the Promoter , not exceeding 10% of the of sale consideration which may till then have been paid by the Allottee to the Promoter) All the aforesaid rights and/or remedies of the Promoter are cumulative and without prejudice to one another.

- I. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said 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 the 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. The Allottee shall not demand refund of reduction in the carpet area as per his private architect certificate. If there is any increased in the carpet area allotted to the 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 this Agreement.
- J. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said Building and the said Premises as are set out in fourth schedule .
- K. The Promoter hereby declares that the Floor Space Index (“FSI”) available as on date in respect of the said Properties is 18,480.87 sq. mtrs. only and the Promoter has planned to utilise FSI of 18449.42 by availing of TDR/FSI available on the said Project. The Promoter has disclosed the FSI of 18449.42 as proposed to be utilised by him on the said Properties in the said Project and the Allottee has agreed to purchase the said Premises based on the proposed construction and sale of apartments to be carried by the Promoter by

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utilising the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Promoter only.

3. Formation and registration of the Organisation

The Allottee alongwith other allottee/s of apartments in the said Building shall join in forming and registering the Co-Operative Housing Society/ Condominium Of Apartment Owners etc; as the case may be hereinafter referred to as the **“said Organization”** by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the said Organisation and for becoming a member, including the bye-laws of the proposed Organisation and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of all the allottees including the Allottee herein. No objection shall be taken by the Allottee, if any, changes or modifications care 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.

4. Conveyance

- (i) Subject to having received the full and final Consideration and all other amounts as may be due and payable by all the Allottees of the said Project including the Allottee herein, the Promoter shall execute a conveyance deed of the said Properties together with inter alia the said Building, in favour of the said Organization in accordance with the provisions of RERA.

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- (ii) Subject to what is contained herein, the Promoter shall cause to be conveyed, leased or demise the said Properties or any part thereof, or portion or portions thereof, either building-wise, Zone-wise, Phase-wise, or Wing-wise as may be permitted under law to the Organisation, at the sole discretion of the Promoter.
- (iii) At the time of registration of the conveyance or lease inter alia of the said Building, the Allottee shall pay to the Promoter, the Allottee's share of stamp duty and registration charges payable by the said Organisation on such conveyance or lease or any document or instrument of transfer in respect inter alia of the said Building. Withhold the executing of Society conveyance till required stamp duty & registration are paid by the Allottee/ Society to the Promoter. Further Allottee/Society shall co-operate with Promoter for providing necessary documents and requisite data required for executing conveyance in favour of the Society.
- (iv) Apart from the said Premises and other premises allotted/ sold to the other Allottees, all open spaces, terraces etc. intended to be constructed on the said Properties in the said Building/ said Project shall belong to the said Promoter until & unless it is transferred to the Society/Federation. It is agreed and clarified that the Promoter shall have all the rights and shall be entitled to sell, allot, transfer, lease, give on leave and license basis and/or otherwise deal with and dispose of the said Premises which are and belong to the Promoter without seeking any permissions from the Allottee and /or other occupants of the said Building including the said Organisation etc.; as may be formed PROVIDED AND ALWAYS the Allottee/s hereby agrees and confirms that in the event of the said Organisation, being formed earlier than the sale / allotment and disposal of all the premises, garages, car parking spaces etc. by the Promoter, then and in that event any allottee or Allottee of premises from the Promoter shall be admitted to said Organisation on being called upon written intimation by the Promoter without payment of any premium or any additional charges.

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- (v) The Allottee herein agrees and confirms that the name of the said Project shall always be known as **“Karrm Gardens-Project-1”** and this name shall not be changed without the written permission of the Promoter.
- (vi) The Promoter shall not be liable or required to pay any transfer fees/charges and/or any amount, compensation whatsoever to the said Organisation for the sale/allotment or transfer of the unsold premises etc including giving the premises on lease, leave and license and /or otherwise, in the said Building or the said Properties even after the conveyance/lease is executed in favour of the said Organisation.

5. Possession

- i. The Promoter, upon obtaining the occupancy certificate from the competent authority and the complete payment made by the Allottee as per the agreement shall offer in writing the possession of the said Premises to the Allottee to be taken within 15 (fifteen) days from the date of issue of such notice and the Promoter shall handover possession of the said Premises to the Allottee.
- ii. The Allottee agrees to pay the maintenance charges as determined by the Promoter or the Organisation of the allottees, as the case may be.
- iii. The Promoter shall endeavor to complete the construction of the said Premises on or about 31st May, 2019 (**“the said Date”**), and if the construction of the said Premises is not completed by the said Date, then the Promoter shall complete the construction of the said Premises within reasonable grace period, if the completion of the said Building is delayed on account of force majeure events namely:-
 1. Non-availability of steel, cement, other building material, water or electric supply
 2. War, Civil Commotion or act of God;

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3. Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other Competent Authority or any Court, or Tribunal or any quasi-judicial body or authority;
 4. Any suit, action, litigation, disputes restraining the development of the said Plot.
 5. Change in policy/legislation of the Government/ concerned authorities with respect to the said Properties.
 6. Any other natural calamity events, which is beyond the control of the Promoter or its agents/contractors as the case may be.
 7. Any notice under other public body or authority or on account of withholding or delaying in the grant of the Building Completion Certificate, water connection, electricity connection and also the Promoters shall not be liable for any delay that shall be caused due to any delay on the part of Government, Semi Government, revenue Authority or any other concerned authority in granting the necessary permissions, sanctions, NOC that shall be required by the Promoter from time to time.
- iv. In case the Allottee proposes to commence furnishing of the said Premises prior to the Promoter issuing notice for taking possession of the said Premises as provided herein, then in that event the Allottee shall pay the balance consideration and all amounts payable under this Agreement in respect of the said Premises to the Promoter and the Allottee shall be solely liable and responsible for any penalty, fine etc. including any action, proceeding etc. taken against the Promoter on account of such possession being handed over. The Allottee shall be deemed to have taken possession of the said Premises and shall be liable to pay all the outgoings in respect of the said Premises. Further in the event such possession is handed over to the Allottee without the Allottee having paid the entire amount or sale price/consideration, the Allottee hereby agrees and confirms that the Promoter shall have a lien on the said Premises for the balance unpaid sale price/consideration and the interest thereon.

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- v. Subject to force majeure events, if the Promoter fails to complete or are unable to give possession of the said Premises in accordance with the terms of this Agreement, (i) if the Allottee intends to withdraw from the said Project, then the Allottee shall give a written notice to the Promoter in respect thereof. Without prejudice to any other remedy available, the Promoter shall return/refund/repay the total amount received in respect of the said Premises in compliance with provisions of RERA, (ii) if the Allottee does not intend to withdraw from the said Project, then the Promoter shall pay interest as specified under RERA, on all amounts paid by the Allottee, for every month of delay, till the handing over of the possession.
- vi. On receipt of the notice from the Promoter to take possession of the said Premises, irrespective of possession taken or not by the allottee, the Allottee on and from the expiry of the notice period shall be liable to bear and pay the proportionate share of outgoings in respect of the said Properties and the said Building including local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, lifts, repairs, salaries of clerks, bill collectors, chowkidars, sweepers, and also other expenses necessary and incidental to the management and maintenance of the said Properties and the said Building. For payment of the aforesaid, the Promoter shall first utilize from the amounts collected from the Allottee towards the payment of the charges referred to hereinabove. It is agreed that if the Promoter so requires, the Allottee shall make such additional payment towards the outgoings on a continuous basis, beginning from the time the notice in writing is given by the Promoter to the Allottee till the transfer of the said Building to the said Organisation. Amounts paid by the Allottee to the Promoter on account of outgoings and municipal taxes shall not carry any interest and the Promoter shall be entitled to spend such amount for the purposes for which the same are collected and the unspent balance shall remain with the Promoter until the conveyance of the said

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Premises is executed in favour of the said Organisation as aforesaid

- vii. The Allottee is aware that as per the sanctioned layout the Promoter in addition to the said Building shall also construct in phase wise manner 9 number of buildings alongwith common areas and facilities as mentioned in the Schedule-3 on the said Property and as such common areas and facilities may not be ready at the time of possession of the said Premises being offered to the Allottee as stated hereinabove. The Allottee further agrees and confirms that pursuant to completion of the entire layout as per sanctioned plans, the Promoter shall offer/permit the Allottee herein to use the common areas and facilitates. The Allottee agrees and assures unto the Promoter that the Allottee shall not raise any dispute and/or initiate any action and/or raise any claim/demand if the common areas and facilities are not made available to the Allottee at the time of possession of the said Premises being handed over to the Allottee.

- (vii) If within a period of 5 (five) years from date of handing over the said premises to the Allottee, the Allottee brings to the notice of the Promoter any defect in the said Premises or the said Building in which the said Premises are situated or the material used therein, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter compensation for such defects or change. If there is a dispute regarding any defect in the building or material used, within a period of five years from the date of handing over the possession, on payment of such fee as may be determined by the Regulatory Authority, the matter shall be referred for the decision to Adjudicating Officer appointed under Section 72 of the Real Estate (Regulation and Development) Act.

6. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:-

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The Promoter hereby represents and warrants to the Allottee as under:-

- i. The Promoter has clear and marketable title to the said Properties, as declared in the Title Report annexed to this Agreement and has the requisite rights to carry out development upon the said Properties and also has actual, physical and legal possession of the said Properties for implementation of the said Project.
- ii. The Promoter has lawful rights and requisite approvals from the competent authorities to undertake the said Project and shall obtain requisite approvals from time to time to complete the said Project.
- iii. Save and except charge created in favour of DHFL (as aforesaid) there are no encumbrances upon the said Properties or the said Project.
- iv. 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.
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, the said Properties and the said Building 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 said Project, 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 said Project.
- 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

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to the said Properties, including the said Project and the said Premises, which will, in any manner affect the rights of the Allottee under this Agreement.

- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee in the manner contemplated in this Agreement.
- ix. At the time of execution of the conveyance deed of the structure to the association of allottees, the Promoter shall handover lawful, vacant, peaceful possession of the common areas of the structure to the Association of the Allottees subject to what is stated in hereinabove.
- x. 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 Project to the competent authorities.
- xi. 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 Properties) has been received or served upon the Promoter in respect of the said Properties and/or the said Project except those disclosed in the Title Report.

7. ALLOTTEES OBLIGATIONS

- i. The Allottee shall use the said Premises only for the purpose for which the same has been allotted. The Allottee shall use the car parking space/s, if any allotted, only for the purpose of keeping or parking of the Allottee's own vehicle.
- ii. The Allottee shall make timely payment of the installment and other dues payable by him/her and meeting the obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided.
- iii. The Allottee by himself/herself/themselves with intention to bind all persons into whose hands the said Premises may

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hereinafter come, even after said Building is conveyed/leased in favour of the said Organisation, is executed, hereby covenant/s with the Promoter as follows:

- a) Not to do or suffer to be done anything in or to the said Building and/or said Properties or part thereof, the said Premises, staircase common areas or any passages which may be against the rules, regulations or byelaws of concerned local or any other authority or change/alter or make addition in or to the said Building or to the said Premises or any part thereof and shall maintain the said Premises at the Allottee's own cost in good repair and condition from the Date of Possession on which the Allottee is permitted to use the said Premises. 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 and also pay any penal charges levied by the authorities.
- b) To maintain the said Premises at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the said Building in which the said Premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Building in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities, if required.
- c) Not to store anything in the refuge floor (if applicable) nor store any goods in the said Premises which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said Building and in case any damage is caused to the said Building on account of negligence or default of the

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Allottee in this behalf, the Allottee shall be liable for the consequences of the breach and shall repair the same at his/her/their own costs.

- d) Not to change the user of the said Premises and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Premises and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.
- e) To carry out at his own cost all internal repairs to the said Premises and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the said Building in which the said Premises is situated or the said Premises 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.
- f) Not to demolish or cause to be demolished the said Premises or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Premises or any part thereof and keep the portion, sewers, drains, pipes in the said Premises and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the said Building in which the said Premises 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 Apartment without the prior written permission of the Promoter and/or the Organisation.
- g) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the said Building and not cover/enclose the planters and service ducts or any of the projections from the said Building, within the said Premises,

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nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Premises without the prior written permission of the Developer/ concerned authorities/ said Organization as the case may be, nor do / cause to do any hammering for whatsoever use on the external/dead walls of the said Building or do any act that shall affect the F.S.I potential of the said Properties.

- h) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Properties and the said Building or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.
- i) Not to delay / default in payment of the amounts to be paid to the Developer in accordance with the terms of this Agreement and pay the same as demanded by the Developer, their share of security deposit demanded by any concerned local authority or government, for giving water, or any electric supply company for giving electricity or any other service connection to the said Building. 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 building in which the Apartment is situated.
- j) Not to delay / default in payment of 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 from time to time on account of change of user of the said Premises by the Allottee for any purposes other than for purpose for which it is sold.
- k) 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 Premises until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and by duly obtaining written consent/Noc from the Promoter.

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- l) The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation/Organisation 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 premises 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/Apex Body/Federation regarding the occupancy and use of the said Premises in the said 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.
- m)The Allottee shall duly observe and perform all the rules and regulations which the said Organisation may have 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 said Project/ said Properties 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 said Organisation regarding the occupation and use of the said Premises in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- n) Shall not do or permit or suffer to be done anything in or upon the said Premises or any part of the said Building which is or may, or which in the opinion of the Promoter is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining premises or the neighbourhood provided always that the Promoter shall not be responsible to the Allottee for any loss, damage or inconvenience as a result

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of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining premises of the said Building and the Allottee shall not hold the Promoter so liable;

o) Shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said Premises or in or on the common stairways, refuge areas, corridors and passages in and of the said Building. Shall not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the said Premises and/or the said Building nor litter or permit any littering in the common areas in or around the said Premises and/or the said Building and at the Allottee's own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Premises and/or the said Building to the requirement and satisfaction of the Promoter and/or relevant government and statutory authorities.

p) Breach of any of the conditions stated herein shall cause this Agreement, to ipso facto, come to an end. Notwithstanding anything contrary hereto and without prejudice to all other rights that the Promoter may have against the Allottee either under this Agreement or otherwise, the Promoter shall have the right to terminate this Agreement upon breach of any of the aforesaid conditions after giving a notice of 15 (fifteen) days to rectify the breach failing the consequences of termination shall follow as provided under this Agreement.

iv. In addition to the aforesaid conditions, the Allottee further binds himself/herself/themselves in respect of the said Premises and covenants as under:

(a) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises into the compound or the refuge floor or any portion of the said

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Properties and the said Building. If the Allottee or members of his/her family or any servant or guest of the Allottee commits default of this sub-clause then the Allottee shall immediately rectify any damage caused and default committed immediately at his/her own cost.

- (b) Shall not at any time cause or permit any public or private nuisance or to use the loud speaker etc. in or upon the said Premises, said Building or the said Properties or any part thereof or do anything which shall cause an annoyance, inconveniences, suffering, hardship or disturbance to the other occupants or to the Promoter.
- (c) Shall not do either by himself/itself or any person claiming through the Allottee anything which may or is likely to endanger or damage the said Building or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the said Building. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the said Building.
- (d) Shall not display at any place in the said Building any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee shall not stick or affix pamphlets, posters or any paper on the walls of the said Building or common area therein or in any other place or on the window, doors and corridors of the said Building.
- (e) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said Building or the exterior wall of the said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever save and except the name of the Allottee in such places only as shall have been previously approved in writing by the

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Promoter in accordance with such manner, position and standard design laid down by the Promoter;

- (f) Shall not park at any other place and shall park all vehicles in the allotted/ designated parking lots only as may be prescribed by the Promoter.

8. MISCELLANEOUS

- i. The Promoter shall maintain a designated account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- ii. The Promoters shall have irrevocable, unconditional and unfettered right and be entitled to and the Allottee shall permit the Promoter and its surveyors and agents with or without workmen and others, at all times, to enter into and upon the said Premises to view and examine the state and conditions thereof. The Allottee shall permit the Promoter and its surveyors and agents with or without workmen and others at reasonable times to enter into and upon the said Premises or any part thereof for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the said Building and also for the purpose of laying down, maintaining, repairing and also for purpose of cutting of essential services including water supply to or any of the premises of the said Building in respect whereof the Allottee of such other premises, as the case may be, shall have made default in paying his/her/their share of taxes, maintenance charges etc.
- iii. 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 Properties and the said Building or any

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part thereof. The Allottee shall have no claim save and except in respect of the said Premises 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 said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned

- iv. It is expressly agreed that the said Organisation will maintain the internal street lighting, common water tanks and water pipe lines and water connections and all other common services, benefits, facilities and advantages and will also maintain the recreation ground, club house etc. and it is hereby expressly agreed and confirmed between the parties that all such general facilities shall be for the use of the Allottees of the premises in the said Building and the Allottee shall pay proportionate share thereof. The proportionate share payable by the Allottee to the Promoter/ the said Organisation as may be determined by the Promoter/the said Organisation, shall be final and binding on the said Organisation and the Allottee. The Promoter shall have the right to enter into contract with any third party/agency for the purpose of maintenance and upkeep of the said Property, such contract shall be binding until the conveyance/lease in respect of the said Building is executed in favour of the said Organisation. Thereafter, the said Organisation will undertake to maintain said Building or any part thereof in the manner it was handed over save and except normal wear and tear of the property and the said Organisation shall create and maintain a Sinking Fund for the purpose of such maintenance.
- v. It **is** expressly agreed that the Promoter shall have an irrevocable and perpetual right and be entitled to put a hoarding on the said Properties or any part of the said Building including on the terrace and/or **on** the parapet wall and/or on the said Properties and the said hoardings may be illuminated or comprising of neon sign and for that purpose, the Promoter **is** fully authorised to allow temporary or permanent

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construction or erection for installation either on the exterior of the said Building or on the said Properties as the case may be.

- vi. In the event the Allottee/Co-Allottee is an individual/s and expires during the subsistence of this Agreement, the heir/s and legal representative/s of the deceased Allottee and/or co-Allottee if any shall fulfill the obligations hereunder failing which the Promoter shall be entitled to terminate this Agreement by giving 30 (thirty) days notice to the heirs/legal representative/s co-Allottees as the case may be. The Promoter shall repay/refund the amounts paid under this Agreement by the Allottee to the heirs and legal representatives of the Allottee as per provision of RERA.
- vii. Notwithstanding anything contrary to any of the clauses contained herein or in any other letter, no objection, permissions, deeds, documents and writings (whether executed now or in future by the Promoter) as also permission/no objections for mortgaging the said Premises or creating any charge or lien on the said Premises and notwithstanding the mortgages/charges/lien of or on the said Premises, the Promoter shall have first and exclusive charge on the said Premises and all the right, title and interest of the Allottee under this Agreement for recovery of any amount due and payable by the Allottee to the Owners under this Agreement or otherwise.
- viii. Notwithstanding anything contained herein, it is agreed between the parties hereto:
 - a. That the Promoter shall have an irrevocable and unfettered right and be entitled, at any time hereafter, to mortgage, create charge and other encumbrances and in respect of the said Properties and/or the said Building and all premises therein and also the buildings to be constructed hereafter and its right, title and interest therein (save and except the said Premises allotted to the Allottee herein) and if need be, the Promoter shall seek consent of the Allottee herein. The Allottee agrees and undertakes to give such consent subject to the rights of the Allottee in terms

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hereof are not prejudiced and/or affected in any manner whatsoever.

- b. The Promoter/Developers shall not be liable to pay any maintenance or common expenses in respect of the unsold and/or unused premises in the said building/s before or after the formation of the society. The Promoter/Developers shall, however, bear and pay the Municipal Taxes and the dues of Town Planning for the same. The Purchaser hereby also agrees that he shall individually or collectively as a society not claim any rebate, reimbursement, discount, contribution or any other amounts by whatever name called in part or in total from the Promoter/Developers for the above or in respect of any unsold or unused units/flats /premises.
- c. In the event of the said Society or other body corporate being formed and registered before the sale /allotment and disposal of all the Premises and other areas in the said Complex/building by the Promoters, the power and authority of the said Society and the Purchaser/s of the Premises shall be subjected to the overall authority and control of the Promoters over all or any of the matters concerning the said Complex / building and the construction and completion thereof and all amenities pertaining to the same and in particular the Promoters shall have absolute authority and control as regard to all the unsold Premises and other areas and to the disposal of the same thereof. The said Co-op. Housing Society of all the FlatPurchaser/s shall have no any right or claim of whatsoever on all the unsold Flats & other Premises. The Promoter/Developers will be at liberty to mortgage any of the unsold premises or all the unsold premises to any nationalize bank/s and/or financial institutes and avail financial assistance from them and shall also issue mortgage NOC in their favour.
- d. In respect of any amount liable to be paid by the Purchaser/s to the Promoters under or by virtue of this agreement the Promoters shall have a first lien and charge on the said premises so long as the same shall remain unpaid. All unsold Premises

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and other areas will also remain as the property of the Promoters.

9. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which 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. Thereafter the promoter be entitled to sale/transfer to third party as per his own discretion and allottee shall not **claim** right title interest in the said flat.

10. RIGHT TO AMEND

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

11. WAIVER

No forbearance, indulgence or relaxation or inaction by the Promoter at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice **its** rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these

Signature of Applicant and/ Co Applicant

Authorised Signatory for KIPL

presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

12. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

13. JOINT ALLOTES

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.

14. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

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

15. 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 in proportion to the carpet area of the said Premises to the total carpet area of all the said Premises in the said Project.

16. FURTHER ASSURANCES

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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.

17. NOTICE

- a) All notices to be served on the Allottee/Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee by Registered Post A.D./Under Certificate of Posting/Courier or by hand delivery or to the address of the addressee at his/her/their address hereinbefore mentioned.

- b) 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.

18. STAMP DUTY AND REGISTRATION

The Allottee shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for sale and/or transfer of the said Premises including on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Allottee’s account.

19. DISPUTE RESOLUTION

Any dispute between the Parties hereto shall be settled amicably. In case of failure to settle the dispute amicably, it shall be referred to the Authority as may be formed under the RERA.

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20. GOVERNING LAW

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.

21. 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, in 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.

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 Premises. The Allottee hereby declares and confirms that he/she/they is/are fully aware of the contents of this Agreement and all the documents related to the said Properties and the said Premises and has expressly understood the terms and conditions of the same and the Allottee after being fully satisfied has entered into this Agreement

IN WITNESS WHEREOF the Parties have set and subscribed their respective hands and seals to these presents the day and year first hereinabove stated.

THE FIRST SCHEDULE ABOVE REFERRED TO
DESCRIPTION OF THE SAID PROPERTIES
FIRST SCHEDULE

Signature of Applicant and/ Co Applicant

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All that piece and parcel of Land bearing Survey No. 139/2 and 151/1A admeasuring about 12,079 sq. meters lying, being and situated at Village Chikhloli, Taluka Ambernath, District Thane along with TDR admeasuring about 8213.72 sq. meter and Survey No. 140/7C admeasuring about 4600.00 sq. meter lying, being and situated at Village Chikhloli, Taluka Ambernath, Dist. Thane along with TDR admeasuring about 1353.92 sq. meters, total development area admeasuring about 26,246.64 sq. meters.

THE SECOND SCHEDULE ABOVE REFERRED TO

DESCRIPTION OF THE SAID PREMISES

Flat Premises No. _____ admeasuring about _____ **Sq ft Carpet**, on the _____ floor, **Bldg No** _____, _____ **Wing** also known as _____, in **Project 1, Karm Gardens**, to be constructed on the parcels of lands more particularly described in the First Schedule hereinabove written.

THIRD SCHEDULE

Details of the common areas and amenities to be provided in the said Project

Sr.no	Particulars
1	Building entrance lobby
2	Common lobby on each floor
3	Lift entrance
4	Terrace
5	Fire duct
6	Club house
7	Garden
8	Swimming pool

FOURTH SCHEDULE

Signature of Applicant and/ Co Applicant

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**Fixtures , fittings & amenities-
Karm Gardens , Project-1**

Sr No	Description of Items	Brands if applicable	Range of Rates	Unit
Part 1 : Building Amenities				
1	R.C.C. Frame Structure.	M-25, Fe-500 equivalents brand	-	
2	TILING			
a	Floor Tiles 2'x2' vertrified - plain ivory colored - 9mm thick - 600x600mm	-	Rs.30-32/-	sqft
b	Bath and Balcony antiskit - plain ivory - 300x300mm - 6mm, including machan etc complete.	-	Rs.22-24/-	sqft
c	Passage plain ivory -395 x395mm - 6mm, including machan etc complete.	-	Rs.22-24/-	sqft
d	Wall Tiles Plain wall tiles - 250 x 375 mm - 6mm	-	Rs.22-24/-	sqft
3	Exterior paint applying two caot of delux whethershield 100% acrylic paint-delux,applying one coat primer - delux A class, crackfilling with Dr. fixit crack X paste.	dulux acrylic paint or equivalents	-	sqft
4	Window marble in Double Patti has to be done @bottom sill, & Single Patti on other threeside of window, white marble of 15mm thick	White Marble or equivalents	Rs.50-52/-	rft
5	Aluminium windows:- Two track windows with 16 Gauge alluminium section , bottom track will be of 16 gauge. ¾ Section with 16 gauge window frames. Powder coating Ivory Colour. Steel Bearings. Ebco Locks,star lock. Wool File. Hole plastic Covering. Two way clear glass – 4 mm thick.Frame should be 35 mm in width	-	Rs.128-133/-	sqft
6	Door Frame			
a	Wooden door frame Section 100mmx75mm, Size as per GFC Dwg.(option 1)	-	Rs1550-1650/-	nos
b	RCC Door Frame Size as per GFC Dwg, Section 125mmx62mm, Conc M-40, Steel-5mm Dia, 6nos(option 2)	-	Rs.670-690/-	nos

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Authorised Signatory for KIPL

7	Main Door 4 pannel wooden flush door pine wood with all fixtures and fastners, 35mm complete. with all fittings	Delta International or equivalents	Rs.2043-2050/-	nos
a	Door Hinges 4"	-	Rs.25-30/-	nos
b	Door Handles 8"	-	Rs.160-180/-	nos
c	Tower bolt 6"	-	Rs.40-50/-	nos
d	Door viewer lens	-	Rs.25-30/-	nos
e	Door Mangnet	-	Rs.25-30/-	nos
f	Screw for Door hinges 38mmx8mm	-	Rs.180-200/-	nos
g	Screw for Door Handle 19mmx4mm	-	Rs.80-100/-	nos
h	Screw Tower bolt 25mmx6mm	-	Rs.90-110/-	nos
i	Screw for Door Magnet 25mmx6mm	-	Rs.90-110/-	nos
j	Latch Locks, Brand Europa	-	Rs.825-830/-	nos
k	Cylindrical lock, Brand Europa	-	Rs.470-480/-	nos
8	Bathroom door frame in kadappa	-	Rs.20-25/-	rft
9	Bathroom door, Rigid PVC door 30mm	-	Rs.1040-1050/-	nos
10	Kitchen platform, sandwitch kitchen platform with kadappa stands , and top of green marble and kadappa below it.			
	Kadappa Stand, Size as per GFC Dwg	-	Rs.30-35/-	sqft
	Kadppa Top, Size as per GFC Dwg	-	Rs.30-35/-	sqft
	Green marble, Size as per GFC Dwg	-	Rs.60-65/-	sqft
	Kitchen Sink of SS304 Size(17"x14")	-	Rs.1510-1520/-	nos
11	Staircase trades in kadappa withPolishing & pigment also Groove cutting in treads	-	Rs.30-35/-	sqft
12	Water Closet (EWC)	Midas equivalents brand		
13	Wash Basin	Midas or equivalents brand		
14	Jet Spray for EWC	Lakme or equivalents brand		
15	All CP Fittings	Lakme or equivalents brand		

Signature of Applicant and/ Co Applicant

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16	Shower Control & Mixer	Lakme or equivalents brand		
17	Shower	Lakme or equivalents brand		
18	lifts	G+7 or equivalents brand		
	G+7 for Phase 1 (with out diverter pulley)		5,29,000/-	1
19	Electric Sockets			
	Electric Sockets 1 RK		Rs. 1300/-	
	Electric Sockets 1 BHK		Rs. 1900/-	
	Electric Sockets 2 BHK		Rs. 2200/-	

SIGNED SEALED AND DELIVERED]

Signature of Applicant and/ Co Applicant

Authorised Signatory for KIPL

By the within named the Promoters]
Karm Infrastructure Pvt Ltd]
Director _____]
Through its Constituted Attorney]

In the presence of]

SIGNED SEALED AND DELIVERED]

By the within named the Allottee/s]
_____]]
_____]
_____]
In the presence of]

Signature of Applicant and/ Co Applicant

Authorised Signatory for KIPL

RECEIPT

ACKNOWLEDGED to have received heretofore of and from the withinnamed
Allottees a sum of Rs _____/- (Rupees
_____ only) in following manner:-

Sr.no	Cheque No.	Bank Name	Date

This receipt is issued subject to realization of cheques issued.

being the amount paid towards the installments in clauses 2 paid by him/her/them
to us, as within mentioned

I say Received
Karm Infrastructure Pvt Ltd

Authorised Signatory/Director

Witnesses:

1)

2)

Signature of Applicant and/ Co Applicant

Authorised Signatory for KIPL