AGREEMENT FOR SALE

FLAT NO....., ... FLOOR,
BLDG.KNOW AS "PINNACLE GLORIA"
SURVEY NO. 33, HISSA – 3B,
KOLSHET ROAD, THANE WEST – 400607.

CARPET AREA IN SQ.MTS.	: ..... SQ.MTS.
SALE PRICE	: RS. ...../-
STAMP DUTY	: Rs. ...../
REGISTRATION FEE	: RS. ...../-

THIS AGREEMENT is made and entered into at THANE, on this ..... day of .....

BETWEEN

M/s. Kapleshwara Promoters and Developers , a Registered Partnership firm having their office at Shop No. 2, Hari Om Apt., Near Chopra Court, Ulhasnagar – 421003. Represented by their authorized partner Shri. Mukesh alias Vicky Prakash Kukreja hereinafter referred to as the **'Promoter'** (which expression shall unless repugnant to the context or meaning thereof be deemed to include the partner or partners for time being of the said partnership firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner) of the One Part,

AND

(1) Mr./Mrs. ..... aged about ..... years residing at ....hereinafter referred to as **"THE ALLOTTEE"** (Which expression unless repugnant to the context shall means and includes his/her/their heirs, executors administrators successors and assigns etc.) OF THE OTHER PART.

WHEREAS :

1. By a Sale Deed dated 2/11/2011 duly registered with the office of the Sub-Registrar of Assurance, Thane, vide its TNN- 509806/2011 executed between Shri. Rohidas Vinayak Gharat and other (Original Owners of Land) and M/s. Kapleshwara Promoters and Developers, the party of first part, The promoter herein did purchase and acquire all rights, title and interest in Plot of Land admeasuring about 2070 sq. mts. area bearing Survey no. 33, Hissa No. 3B, situate lying and being at Village Kolshet, Taluka and District Thane within the limits of Thane Municipal Corporation, Talathi Mauja Kolshet, Sub Registration of Taluka and District Thane and Registration of District and Division Thane, for the sake of brevity and convenience said Plot of land hereinafter referred to as "SAID LAND" and the said land was transferred and mutation of entry in the revenue record in the name of Promoter s which is more particularly described herein as **ANNEXURE "I"** IS THE COPY OF 7/12 EXTRACT OF THE SAID PROPERTY ALONG WITH MUTUATION OF ENTRY.

2. The permissions contemplated by the Urban Land (Ceiling & Regulation) Act, 1976 have been obtained by the Promoter s for the construction of the building.

3. The permission to use the agricultural land for the non-agricultural purpose had been granted by Collector under the provision of Maharashtra Land Revenue Code read with the provisions of Maharashtra Land Revenue (Conversion of use of Land and non Agricultural Assessment Rules, 1969). A copy of the said NA order is annexed hereto and marked at **Annexure "II"**

4. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no_____; authenticated copy is attached as **Annexure 'III'**

5. The Promoter appointed the Advocates namely Mr. R.P. Mudholkar having its office at 202/203, Anand Palace, Tembhi Naka,Opp. Mun School 12, Near District /Session Court, Thane – 400 601 For Professional title search and has issued Title Search Certificate of the said land. A copy of the certificate issued by said Advocate is annexed here to and marked as **Annexure "IV"**

6. The Promoter at the first instance appointed Mr. Pravin Jadhav and his Associates Firm in the name and Style of "acipl" having its office at 701, Dev Corpora, Cadbury Junction, Thane(w) as Architect and got the Building Plans approval for the Ground plus Seven/Ten floors and plinth certificate approved during the subsistence of contract of his appointment. Then the said Architect chose to withdraw and the Promoter has now appointed Architect Mr. Shashi Desmukh and his Associates Firm in the name and Style of "acipl" having its office at 102, Konark Towers, opp Saibaba Temple,Ghantali Road, Thane(w)-400602. for professional consultancy of Architectural and allied services in respect of preparation of Architectural Design, Specifications and for time to time Inspection, Supervision, Check and Control during the Progressive Stage of Construction in accordance to approved Building Plan by Thane Municipal Corporation conforming to the Rules and Regulations of Building bye laws till completion and occupancy certificate is granted by Corporation.

7. 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.

8. The Promoter has appointed the RCC Structural Engineer namely Mr. Vikas Gokhale in the name and style of “asc” having its office at A-801, Sai Tirth, Siddharth Nagar, Kopri, Thane(E) 400603 for Professional Consultancy for Structural Engineering and allied services in respect of Structural Stability Design and Development as per the Standards of National Building Code and for time to time Inspection, Supervision, Check and Control during Progressive Stage of Construction and final Structural Stability Certificate at the time of completion of project.

9. The Promoter has appointed labour contractor namely Mr. Vinod Patel in the name and style of “Heena Enterprises” having its office at A-403, Tirupai Arcade, Plot – 7, Sec-21, Kharghar, Navi Mumbai – 410210 for the purpose of RCC Construction and Bricks Measonary work and Plastering and tiling of the said project.

10. The Allottee has demanded from the Promoter s and the Promoter s have given inspection to the Allottee of all the document of title relating to the said land and other papers as are specified under the Maharashtra Ownership Flats Act, 1963 and the Rules made there under. Copies of Title Certificate issued by Advocate Mr. R.P. Mudholkar have being given to the Allottee/s.

11. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Messrs Shri. Shashikant Deshmukh and of such other documents as are specified under the Real Estate (Regulation and Development) Act2016 (hereinafter referred to as the said Act") and the Rules and Regulations made there under; AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village.

12. Relying upon the said representations made by the Promoter s, the Allottee has agreed to purchase the said flat for the price on the said land together with Building thereon described in the **First Schedule** hereunder written and on the terms and conditions hereinafter appearing:

13. The Promoter shall construct the said building/s consisting of basement and ground/ stilt, and 19 upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

14. The Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans and presently the stage of construction is basement plus ground + ... Floors and accordingly the Allottee is liable to pay the initial amount of Rs. ..... against the total price consideration.

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

1. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Flat No. ..... of carpet area admeasuring ..... sq. metres on ..... floor in the building_____ hereinafter referred to as "the Pinnacle Gloria Apartment" as shown in the Floor plan thereof for the consideration of Rs. ..... including Rs. ..... being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).
2. The carpet area of the said Apartment is _____ square meters and "carpet area" means the net usable floor area of an apartment,

excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

3.

FLAT NO.	**FLOOR**	**PLOT NO(Hissa)**	**SURVEY**
.....	**.....**	**3B**	**33**

BUILDING	:	"PINNACLE GLORIA"
NODE	:	KOLSHET ROAD , THANE
CARPET AREA IN SQ.MTS	:	**..... SQ.MTS.**

4. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount 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 meter as agreed in Relevant Clause of this Agreement.

5. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos ___ situated at _____ Basement and/or stilt and /or ___podium being constructed in the layout for the consideration of Rs. _____/-

6. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos ___situated at _____ Basement and/or stilt and /or ___podium being constructed in the layout for the consideration of Rs. _____/-.

7. The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus Rs.____/-

8. The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs..... (Rupees .....) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing and shall pay the Promoter the balance amount of Rs .....(Rupees .....) in the following manner :-

i. Amount of Rs .....(Rupees .....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.

ii. Amount of Rs .....(Rupees .....) (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.

iii. Amount of Rs .....(Rupees .....) (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.

iv. Amount of Rs .....(Rupees .....) (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.

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

vi. Amount of Rs .....(Rupees .....) (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..

vii. Amount of Rs .....(Rupees .....) (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.

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

9. The Total Price above excludes 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, 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 Apartment.

10. The Allottee shall pay to the Promoter separately applicable requisite Stamp Duty, Sur charge, Registration Fees, Service Tax, Vat, GST (if applicable) and all other incidental fees at the time of registration of an agreement by Promoter in favour of the Allottee.

11. The Promoter s has got approved from the local authority viz. the Municipal Corporation the Plans and specifications, elevation sections and details of the said Building as per Commencement Certificate as V.P. No.S05/0047/11 TMC/TDD/2123/17 on 01/04/2017, a copy there of annexed here to and marked as **Annexure "V"** and which have been seen and approved by the Allottee.

12. The Allottee agrees to purchase from the Promoter s and the Promoter s agree to sell to the Allottee the said **Flat No.....** on the **..... floor** as shown on the floor plan thereof hereto annexed and marked **Annexure "VI"** for the price of **Rs...../-(Rupees ..... Only)** out of which a sum of **Rs...../-(Rupees ..... Only)** has been paid by the Allottee to the Promoter s, on the execution of these presents (receipt whereof the Promoter s do hereby admit)

13. The Promoter s shall construct a building with a name **Pinnacle Gloria** Tower consisting of Ground and 19 upper floors on the said land and in accordance with the present permission of Ground plus 14 floors plans, designs and specifications approved by the Thane Municipal Corporation subject to consent for further time to time revision of plan upto 19 Floors in accordance to FSI admissible as per Development Control Rules in lieu of balance, Fungible, Additional Government FSI and TDR FSI applicability with only such variations and modifications as the Promoter s may consider necessary or as may be required by the concerned local authority or Govt.

1. The fixtures, fittings, facilities and amenities to be provided by the Promoter s in the said building and the Flat are those that are set out in the **Second Schedule** hereinafter written.

2. 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 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.

3. The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ 9% per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

4. The time for payment of each of the aforesaid installments of the purchase price shall be the essence of the contract in the event of the Allottee/s making any default in payment of any of the installment of the purchase price, the Promoter will be entitled to terminate this agreement and in that event to refund to the

Allottee/s money paid by the Allottee/s as Allottee price till then without any interest thereon and the same shall be refunded by the Promoter to the Allottee/s only after the said premises is sold to another party by the Promoter and that too after the receipt of sale proceeds by the Promoter from such intending Allottee/s of the said premises. Provided further that the Promoter shall be entitled to deduct the administrative charges not exceeding 10 per cent of the Agreement value for the outgoing in respect of the said premises and the loss or damages, if any, sustained by the Promoter on account of default committed by Allottee/s from the said amount to be refunded by the Promoter to the Allottee/s under these presents.

5. The Promoter s shall in respect of any amount unpaid by the Allottee/s under the terms and conditions of this Agreement have a first lien and charge on the said Flat agreed to be acquired by the Allottee.

6. Without prejudice to the right of promoter to charge interest at the rate of 9%, on the Allottee committing default in payment on due date 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, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail 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, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

7. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

8. The registration of this Agreement is compulsory and mandatory under the Indian Registration Act, and also under the Maharashtra ownership Act, 1963 within 3 months from the date of execution hereof failing which the same attract penalty. The Allottee shall at his cost lodge this Agreement within 3 months from the date hereof for registration with Sub- Registrar of Assurance and forthwith inform the Promoter , the Serial Number and the date under which the same is lodge to enable them to admit the execution of the same. The Flat Allottee/s shall pay stamp duty, registration fees and other incidental expenses for registration of this Agreement.

9. The Promoter s hereby agree 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 Flat to the Flat Allottee, obtain from the concerned local authority occupation and/or completion certificates in respect of the Flat.

10. The Promoter s hereby declare that the Floor Space Index available in respect of the said land admeasuring 2070 sq. mts. only and that no part of the said floor space index has been utilized by the Promoter s elsewhere for any purpose whatsoever. In case the said floor space index has been utilized by the Promoter s elsewhere, then the Promoter s shall furnish to the Allottee all the detailed particulars in respect of such utilization of said floor space index shall be disclosed by the Promoter s, have utilized any floor space index, then the particulars of such floor space index shall be disclosed by the Promoter s to the Flat Allottee. The residual F.A.R. (F.S.I.) in the plot or the layout not consumed will

be available to the Promoter s till the registration of the society, and after the registration of the Society hereinafter mentioned the residual F.A.R. (F.S.I.) shall be available to the Society subject to the following covenants by the Flat Allottee.

(i) In the event the Promoter shall be required to execute Deed of conveyance in respect of the said land before the consumption of the additional F.S.I. then in that event at the discretion of the Allottees, the Promoter s shall execute the deed of conveyance subject to the following compliances/covenants by the organization of the Allottees.

(ii) The said organization of the Allottees shall at least one month before the execution of the proposed deed of conveyance, pay to the Promoter s at the then market rate or the balance/ remaining F.S.I. and the additional F.S.I. left to be consumed by the Promoter s in respect of the said land and building. The market value as certified by the Architect/approved valuer appointed by the Promoter s shall be final and binding on either parties and the organization of the Allottees shall not be entitled to raise any dispute or objection to such market value.

(iii) In the event of the organization of the Allottees fail or is not in a position to purchase the remaining F.S.I. and the additional F.S.I. as provided herein above in sub-clause, the said organization of the Allottees shall expressly covenant in the said deed of conveyance to the effect that the said organization has accepted the conveyance of the said land and building subject to the rights of the Promoter s or their nominees and assigns for consuming and using the F.S.I. in respect of the said land and building by putting additional wing/s and floors to or on the said building at their cost and expenses and to sell and receive and appropriate for the Promoter s or their nominees and assigns the sale proceeds or deal with and dispose of the Flat constructed by the Promoter s or their nominees and assigns by virtue of the exercise of the rights conferred/ reserved under the said covenant and the said organization and every member of the said covenant and the said organization and every member of the said organization shall co-operate with the Promoter s, their nominees and assigns and if the said new Flat are sold on ownership basis, then in that event the Allottees of the said Flat shall be admitted by the said

organization subject to the payment of admission fees and the share money however in the event the said Flat /Office /Unit are not sold on ownership basis but are granted on tenancy or any other basis, the said organization shall admit the Promoter s or their nominee and assigns as the member for the said new Flat subject to the payment of the admission fee and the share application money.

11. The Allottee will be liable to pay to the Promoter s interest at Nine percent per annum in case of delay in payment on all the amounts which become due and payable by the Allottee to the Promoter s under the terms of this agreement from the date the said amount is payable by the Allottee to the Promoter s.

12. The Promoter s shall give possession of the Flat to the Allottee on or before 31st October 2021 and unless the Promoter s have failed and/or neglected to give possession of the Flat to the Allottee on account of reasons beyond their control and of their agents as per the provisions of section 8 of Maharashtra Ownership Flats Act, by the aforesaid date or dates prescribed in section 8 of the said Act, then the Promoter s shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Flat with simple interest at nine per cent per annum from the date of the Promoter s having received the sum till the date the amount and interest thereon is repaid. Till the entire amount and interest thereon is refunded by the Promoter s to the Allottee the same shall, subject to prior encumbrances if any, be a charge on the said land as well as the construction or building in which the Flats are situated or were to be situated.

    Provided that, the Promoter s shall be entitled to reasonable extension of time for giving delivery of the Flat on the aforesaid date, if the completion of the building in which the Flat is to be situated is delayed on account of --

    (i) Non – availability of steel, sand and other building material, water or electric supply.

    (ii) War, civil commotion or Act of God.

    (iii) Any notice, order, rule, notification, of the Government and/ or other public authority.

    (iv) Delay in issue of Occupation Certificate

13. The Allottee also agree to pay if price or rates of building material cement steel wood etc. increased in market and that extra expenditure will be borne by Allottee proportionately and according to its share coming to each Allottee.

14. The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

    The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:

15. Upon receiving a written intimation from the Promoter, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided, such Allottee shall continue to be liable to pay maintenance charges as applicable. If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, 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 Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

16. The Allottee shall use the Flat or any part thereof or permit the same to be used only for the purpose of residence. He shall use the parking space if any allotted to him only for the purpose of keeping or parking the Flat Allottee's own vehicle.

17. The Allottee along with other Allottees of flats in the building shall join in forming and registering a Co-operative Housing Society to be known by such name as the Promoter s may decide and which will be approved by the Registrar of Co-operative Societies, 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 society and for becoming a member, including the bye-laws for the proposed Society and duly fill in, sign and return to the Promoter s within 30 days of the same being forwarded by the Promoter s to the Flat Allottee, so as to enable the Promoter s to register the organization of Flat Allottees under section 10 of the said Act within the time limit prescribed by rules of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Rules, 1964. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies as the case may be, or any other Competent Authority.

18. The Allottee shall become the member of the Ad-hoc Co-operative Housing Society of the Allottees of the premises in the Building till the date of formation and registration of the society under the provisions of Maharashtra Co-operative Societies Act and shall agree to adhere to all the rules and regulations to be formulated by such Ad-hoc Committee of the Co-operative Housing Society to be formed and registered by the Allottees in the said Building.

19. The Allottee undertakes that after formation of the society of the Allottee in the said building shall not take any objection to sell the unsold premises in the said Building by Promoter to the intending Allottee/s thereof and similarly, till the Promoter sell the vacant and unsold flat/shop to the intending Allottee, neither that flat Allottee/s nor the society of the flat Allottee/s in the said building

shall demand maintenance from the Promoter in respect of the said unsold premises in the said Building.

20. In the event of the society being formed and registered before the sale and disposal by the Promoter of all the premises in the said Building, the powers and the authority of the society so formed or of the Allottee/s herein and the other Allottee of the premises shall be subject to the overall power of the Promoter in any of the matter concerning the building, the construction and completion thereof and all amenities pertaining to the same and in particular, the Promoter shall have absolute authority and control as regards the unsold premises and the disposal thereof irrespective of the fact that the Allottee/s of the different premise have formed a co-operative society, Ad-hoc committee or any other body.

21. Unless it is otherwise agreed to by and between the parties hereto the Promoter s shall, get registration of the Society as aforesaid cause to be transferred to the Society all the right, title and interest of the Owner and the Promoter s in the allocated part of the said land together with the Building thereon by obtaining/ or executing the necessary Deed of Conveyance of the said land (or to the extent as may be permitted by the authorities) and the said building in favour of such Society as the case may be and such Deed of Conveyance shall be in keeping with the terms and provisions of this Agreement. The Promoter shall not be responsible and liable for any delay by the Allottee despite receipt of notice to execute the application for registration and /or membership and other papers and documents necessary for the formation and registration of the society and for becoming a member, including the bye-laws for the proposed Society

22. Commencing a 15 days notice in writing is given by the Promoter to the Allottee that the Flat is ready for use and occupation, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Flat) of the outgoings in respect of the said land and building/s namely local taxes, betterment charges or such other levies by the concerned local authority and /or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, Security Persons, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and

building/s. Until the Society/Incorporated Body is formed and the said land and building/s transferred to it, the Allottee shall pay to the Promoter s such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Flat Allottee's share is so determined the Allottee shall pay to the Promoters provisional monthly contribution towards the outgoings. The amounts so paid by the Allottee shall pay to the Promoters shall not carry any interest and remain with the Promoters for the common expenditure until the Deed of Conveyance is executed in favour of the Society or incorporate body formed as aforesaid. The Allottee 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.

23. The Promoter s shall utilize the amount paid by the Allottee to the Promoter s for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Promoter s in connection with formation for the said Society, preparing its rules, regulations and bye-laws and the costs of the preparing and engrossing this Agreement and the Deed of Conveyance or assignment of lease, as the case may be.

24. At the time of registration of the Society (or, before taking possession of the Flat) the Allottee shall also pay to the Promoter s the Flat Allottee's share of stamp duty and registration charges payable, by the said society on the conveyance or lease or any document or instrument of transfer in respect of the said land and the building to be executed in favour of the Society.

25. The Allottee for himself and with intention to bring all persons into whosoever hands the Flat may come, doth hereby covenants with Promoter s as follows:-

    a. To maintain the flat at the Flat Allottee's own cost and keep it in good tenantable repairs and condition from the date of taking possession of the flat and shall not do or suffer to be done anything in or to the building in which the Flat is situated, staircase or any passages which may be against the rule, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the building in which the Flat is situated and in the Flat itself or any part thereof.

b. Not to store in the Flat 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 Flat is situated 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 to upper floors which may damage or are likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or to the Flat on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences thereof.

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

d. Not to demolish or cause to be demolished the Flat 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 Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains, pipes in the Flat and appurtenances thereto in good tenantable repairs and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner do damage to columns, beams, walls, slabs or RCC, pardis or other structural members in the Flat without permission of the Promoter s and / or the Society.

e. The Allottee either individually or jointly shall not any way damage, obstruct or cause alteration or deface elevation or display of name or advertisement of Promoter s brand name or showcase attached to any part of building without the permission of Promoter.

f. 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 building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of insurance.

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

h. Pay to the Promoter s within seven days of demand by the Promoter s, their share of security deposit demanded by concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Flat is situated.

i. To bear and pay any increase in local taxes, water charges insurance and such other levys, 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 Flat by the Allottee viz. user for any purposes other than for residential purpose.

j. The Allottee shall not let, sublet, transfer, assign or part with the Flat Allottee's interest in or benefits of the Agreement or part with the possession of the Flat until all the dues payable by the Allottee to the Promoter s under this Agreement are fully paid up and only if the Allottee had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee has intimated in writing to the Promoter s, of his said intention.

k. The Allottee shall observe and perform all the rules and regulations which the Society 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 flats 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, regarding the occupation and user of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

l. Till a deed of conveyance of the land and the building in which Flat is situated is executed the Allottee shall permit the Promoter s and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view and examine the state and condition thereof.

26. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat or of the said land and building or any part thereof. The Allottee shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and to all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc. which will remain the property of the Promoter s until the said land and Building is transferred to the Society as hereinbefore mentioned.

27. Any delay tolerated or indulgence shown by the Promoter s in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee by the Promoter s shall not be construed as a waiver on the part of the Promoter s of any breach or non compliance of any of the terms and conditions of this Agreement by the Allottee and shall not in any manner prejudice the rights of the Promoter s.

28. The Allottee and/or the Promoter s shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office for registration within one month or less the time limit prescribed by the Registration Act and the Promoter s will attend such office and admit execution thereof.

29. All notices to be served on the Allottee as contemplated by this Agreement shall be deemed to have been duly served if sent to the Flat Allottee, by registered post at his /her address specified below:-

    Mr./Mrs. .....

    residing at .....

    .....

30. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of or adjacent to the terrace flats in the said building, if any, shall belong exclusively to the respective Allottees of the terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace Flat Allottee. The said terrace shall not be enclosed by the Allottee till the permission in writing is obtained from the concerned local authority and the Promoter s or the Society.

31. This Agreement shall always be subject to the provision of the Maharashtra Apartment Ownership Act (Mah. Act No. XV of 1971) and the rules made there under and RERA Act and Rules .

SCHEDULE I

(DESCRIPTION OF THE PROPERTY)

Flat bearing no**..... on ..... Floor** admeasuring **..... SQ.MTS** in building by name Pinnacle Gloria to be constructed on the said land bearing Survey no 33/ hissa no 3B admeasuring 2070.sq.mts. at Kolshet Thane, within the limits of Sub Registrar Thane, District Thane.

SCHEDULE II

(AMENITIES AND FACILITIES TO BE PROVIDED}

- Power backup for common area
- High grade finished vitrified flooring tile in all rooms.
- Exclusive Ceramic designer dado tile with sanitary wares in bath & toilet up to door levels.
- Good Quality reputed factory made decorative main doors with brass fitting and laminated doors in bed and bath rooms.
- Doors level dado tiles & Granite Platform with stainless steel sink in Kitchen.
- Concealed plumbing with reputed brand C.P. fittings.
- Concealed copper wiring with modular switches & Provision for T.V. Telephone in living and Master bed rooms.
- A.C. point in master bed rooms .
- Powder coated aluminum sliding window in hall and bed room.
- Internal walls with finish and plastic paint.
- Aqua-guard, refrigerator and exhaust fan points.
- Acrylic paint on external surface of building.

IN WITNESS WHEREOF the parties hereto have put their respective hands on the day and year first hereinabove mentioned.

Signed, sealed and delivered)
on behalf of .....)
by the withinnamed Mr. Mukesh alias Vicky)
Prakash Kukreja duly authorized partner)
of M/s. Kapleshwara Promoters and Developers)

Signed, sealed and delivered)
By the Mr.Prakash Panjumal Kukreja
Allottee)

IN THE PRESENCE OF WITNESSES

1. NAME : .....
   ADDRESS : .....

2. NAME : .....
   ADDRESS : .....

R E C E I P T

RECEIVED from the Prakash Kukreja Allottee in respect of the aforesaid transaction a sum of Rs……/- (Rupees …….. …….. only) being the amount of earnest money/initial payment paid or to be paid by him/her to us within named as under.

SR. NO.	DATE	AMOUNT	CASH/ CHEQUE	NAME OF BANK
1.				
2.				
3.				

We Received Rs……/-

For **M/S. KAPLESHWARA BUILDERS AND DEVELOPERS**

Partner