Date:

To,
Mr. /Mrs

SUBJECT: PROVISIONAL ALLOTMENT OF FLAT

Sir /Madam,

This is to state that you are allotted Flat No. ___ on ___ floor in ___ -Wing, area admeasuring ____ sq. meters carpet area, in the project known as “AARSH AVENUE” being constructed on that piece of land bearing S. No.56 , H No. 6, admeasuring 1260 sq mtrs, situate at Village Kulgaon, Taluka Ambernath, District Thane. within the limits of the Kulgaon Badlapur Municipal Council, (hereinafter referred to as "the said flat") for the consideration of
Rs. _____ /- (Rupees _____ Only) The payment schedule and other terms and conditions of sale of flat shall be drawn in the sale agreement and the purchaser agrees to comply with such terms and conditions and make the payment to the Developers strictly as per schedules mentioned in such sale agreement You are also liable and responsible to pay the requisite GSTand other levies as may be levied by the central government, state government and semi-government authorities and on payment of the above sale consideration and above amounts the possession of the flat will be handed over to you. It is further informed to you that this offer of allotment is valid only till Execution of sale agreement and it will not amount to sale of the said flat till necessary sale agreement in pursuance of the provisions of the Rera Act 2016 is duly executed and if there is any delay in payment of consideration then this allotment will stand cancelled and the amount paid by you will be returned to you as per the provisions of the Rera Act 2016 and rules made there under.

Thanking You,
For M/S. Shree Developers

Authorized Signatory

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Village	: Kulgaon
Survey No.	: 56/6
Flat No.	:
C. Area of Flat	:
Market Value	:Rs.
Agreement Value	: Rs.

AGREEMENT FOR SALE

This agreement is made at Badlapur on this _____day of _____,2017

BY AND BETWEEN

M/S. SHREE DEVELOPERS through Partner MR. DAMJI KANJI RAVRIYA doing a business as builders & developers and having its place of business at : Aarsh Avenue , Survey No 56/6 , Hendrepada, Kulgaon, Badlapur (West), Taluka: Ambarnath, Dist.: Thane, hereinafter referred to as "The Developer" (which expression shall unless repugnant and contrary to the context or meaning thereof be deemed to mean and include all the partners or partner for the time being of the firm, the survivors or survivor of them and their heirs, executors and administrators of the last surviving partner) of the one part.

And

MR---------- aged– ---- years, and
Mr./Mrs. ----------, aged ---- years residing at --------
----------,----------,----------
(hereinafter called and referred to as "THE PURCHASER/S" (which expression shall, unless repugnant to the context and meaning thereof, mean and include their / his / her heirs, executors, administrators, and assigns) of the Other Part.

The property bearing Survey No. 56, Hissa No. 6 , Area 1260 sq .mt. (630 sq.mtrs. each) Of Mouje Village- Kulgaon , Taluka – Ambernath, Dist.- Thane (herein after referred as Said Land)

The 7/12 Extract is stands in the name of Shri. Shailendra Nimbagiri Gosavi, Shri. Mukesh Kisan Kadu and Shri. Ganesh M. Ghorpade. They have purchased said plot of land from legal heirs of Late Gajanan Mhatre i.e Smt. Draupadibai Gajanan Mhatre , Monabai Jaywant Mhatre, Swakit Jaywant Mhatre, Shivangi Jaywant Mhatre vide Sale Deed dated 11/8/2015 registered with Sub registrar of Ulhasnagar under no. ULN- 2 7236/2015 for land admeasuring 630 Sq.mt.

Said land was originally owned by Late Potya Poshya Jadha whose legal heirs Ganpat Potya Jadhav, Mahadu Potya Jadhav, Shravan Potya Jadhav was recorded at the records of rights as per mutation entry no. 1260 .

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Said Late Potya Poshya Jadhav had purchased the said land on payment of Rs. 187/- as a Tenant of land under Bombay Tenancy Act , the mutation entry no. 4113 dated 29/4/1988 is recorded with that effect.

According to Mutation entry no. 1251 dated 13/2/1969 the said land is transferred in the name of Late Mahadu Potya Jadhav and the names of other co-parcerners Ganpat Potya Jadhav, Shravan Potya Jadhav, Jankubai Potya Jadhav had been removed from the record of rights of the said land.

Said Mahadu Potya Jadhav is expired on 30/6/2006 whose legal heirs i.e his wife Yamunabai Mahadu Jadhav is recorded as owner of the said land as per mutation entry no. 5524 dated 24/6/2008.

As per Sale permission granted by SDO,Ulhasnagar Shri. Bhalchandra Chandar Kambri had purchased the said land from Smt. Yamunabai Mahadu Jadhav which was Registred on 19/3/2009 under Registration No. ULH 2 1614/ 2009. The Mutation entry no. 5672 dated 04/09/2009 is recorded with that effect. But as per Judgement and Decree passed by the Civil Court Kalyan in Suit no. 305/2011 the said agreement dated 19/3/2009 got cancelled. Even the Sale Deed registered under no. 179/2010 between Yamunabai Mahadu Jadhav and M/s Omkar Builders and Developers through partners Shri. Vikas M. Kanade and Shri. Atul G. Mehata is also got cancelled as per Judgement and Decree passed by the Civil Court Kalyan in Suit no. 305/2011. And said land is transferred in the name of Late Gajanan Ganpat Mhatre and Kashinath Namdev Solanke. The mutation entry no. 6352 dated 05/10/2013 is recorded with that effect.

Later on Kashinath Namdev Solanke had sold the ½ share of the said land i.e. 630 sq.mt. out of 1260 sq.mt. (012-6 H-R) to Shri. Shailendra Nimbagiri Gosavi and others vide Sale Deed dated 19/10/2013 registered on 19/10/2013 with Sub registrar of UIhasnagar, under no. ULN -2 – 11837/2013.

And the further ½ share of the said land i.e. 630 sq. mt. out of 1260 sq.mt. (012-6 H-R) was sold to Shri. Shailendra Nimbagiri Gosavi and others by legal heirs of Late Gajanan Ganpat Mhatre i.e. Smt. Drupadibai Gajanan Mhatre and others vide Sale Deed registered on 11/08/10/2015 with Sub registrar of UIhasnagar under no. ULN -2 – 7236/2015.

So both share of the said land i.e. 630 sq.mt. each is sold to the Shri. Shailendra Nimgiri Gosavi and others. Now Shri. Shailendra Nimbagiri Gosavi and others are the owners of the said land .

Shri.Shailendra Nimbagiri Gosavi, Shri. Mukesh Kisan Kadu and Shri. Ganesh M. Ghorpade have decided to develop the said land. The Developer and developer herein above referred approached the land owners Shri. Shailendra Nimbagiri Gosavi, Shri. Mukesh Kisan Kadu and Shri. Ganesh M. Ghorpade with their interest in development of said land.

Whereas 1) Mr. Shailendra Nimbagiri Gosavi ,2) Mr Mukesh Kisan Kadu 3) Mr Ganesh Malhar Ghorpade are the owners of all that piece and parcel of land lying , being and situate at village –Kulgaon , Taluka- Ambernath , Dist-Thane , bearing Survey No. 56, HissaNo. 6, admeasuring 1260 sq. meters within the limits of the Kulgaon Badlapur Municipal Council.

And Whereas by and under the agreement dated 24/06/2016, registered at the office of Sub –Registrar of Assurances at Ulhasnagar2 under Serial no. 6386/2016 owners of the said land herein on the terms & conditions therein contained delegate the development rights to the builders and also granted the power of attorney

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pertaining thereto which is registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No. 6387/2016.
AND WHEREAS M/S. SHREE DEVELOPERS agreed to develop the area of the plot i.e 0-12-6 Hector- Aar per equivalent to 1260 sq.mt. for vide Agreement dated 24/06/2016 registered with sub registrar Ulhasnagar under no 6386/2016 dated 24/06/2016 from 1) Mr. Shailendra Nimbagiri Gosavi ,2) Mr. Mukesh Kisan Kadu 3) Mr. Ganesh Malhar Ghorpade,

Whereas the developer is seized, possessed off & otherwise well and sufficiently entitled to and having rights, title, and interest in NA Plot of land, bearing Survey No. 56, Hissa No. 6 , Area 1260 sq .mt. of Mouje Village- Kulgaon , Taluka – Ambernath, Dist.- Thane (more particularly described in the schedule hereunder) hereafter called and referred as “The Said Property”.)

AND WHEREAS by Development Agreement and an Irrevocable General Power of Attorney, Dated 24/06/2016 the land Owners entrusted the said property to the DEVELOPER herein, for development thereof by way of constructing multi storied building, consisting if residential Flats therein, with sole and exclusive right to sell the Flats in the proposed building and to enter into agreements with the Purchaser and to receive the sale price in respect thereof upon the terms and conditions and consideration as stated therein and have put the DEVELOPER in possession thereof.

In pursuance to the above said Development Agreement and the Irrevocable General Power of Attorney, the DEVELOPER is entitled to and enjoined upon to construct the building of Ground plus Four upper Floors(hereinafter referred to as “THE SAID BUILDING” ON the said land according to the said agreement.)

AND WHEREAS order No. Rev/ No-1/T-14/Vinishiti/SR-82/2015 dated 04/05/2016, issued from the Office of Collector, Thane standing in the name of the original owners confirms that there is no requirement of NA order for the 1st category of land holder. The Developer attached the said order with this agreement.

AND WHEREAS the purchaser demanded form the DEVELOPER and DEVELOPER have given inspection to the Purchaser of all the document of title relating to the said land, the said order, the said development Agreement & plans, design and specification and of such other document specified under THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT 2016 hereinafter referred to as “THE SAID ACT”) AND THE RULES MADE THEREUNDER.

AND WHEREAS The Copies of the Certificate Of title issued by the Advocate & Legal Advisor of the Prompter, copies of the other relevant revenue record showing the nature of the title of the DEVELOPER to the said land on which the Flats are constructed are to be constructed and the copies of the plans and specification of the flats agreed to be purchased by the purchaser approved by the concerned local authority have annexed hereto.

AND WHEREAS the DEVELOPER has approved the plans sanctioned by the Kulgaon Badlapur Municipal Council vide their Sanction Letter No. KBNP/NRV/ BP No. 9030/2016-2017 dated 17/12/2016 the said building, from the concerned local authority and the DEVELOPER has proposed to construct the multistoried building on the said land as per the plans and have sole & exclusive right to sell the Flats in the proposed building and to enter into agreement with prospective Purchaser and to receive the sale price in respect thereof.

Agreement forDevelopment dated 24/06/2016executed between the land owners and the DEVELOPER herein, the land owners have agreed to give the said land to the DEVELOPER with a view to developing the said land by constructing thereon a

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building of dwelling units and other units and selling the said units to prospective purchasers.

AND WHEREAS the plan of the said proposed building is having Ground plus Four Upper floors to be constructed on the said land prepared by Architect Mrs. S. R. Khamhayat has been approved/sanctioned by Municipal Council vide their letter No. KBNP/NRV/ BP No. 9030/2016-2017 dated 17/12/2016.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, condition, stipulations and restrictions which are to be observed and performed by the DEVELOPER while developing the said PROPERTY and the said building. And upon due observance and performance thereof the completion certificate in respect of the said building shall granted by the concerned local authority: the DEVELOPER has accordingly commenced the construction of the said building in accordance with the said plans.

AND WHEREAS the purchaser on coming to know that the various flats under construction are offered for sale expressed his/her desire to purchase and or acquired on ownership basis a Flat No. ____ on the _____ floor of the building which is to have Carpet area of _____ sq. ft. AND WHEREAS the price and/ or consideration of the said flat is agreed to be Rs. _____/- (Rupees _____ Only)

AND WHEREAS the purchaser has seen the site of the building and work of the construction of the said proposed building being in progress and is satisfied with the quality of the work and has approved the same.

AND WHEREAS the purchaser has been informed by the Builders and know they offered for sale all the respective flats in the Building and construction on the said PROPERTY to different purchasers and that they executed Agreement for sale of flats with a clear out understanding to the purchasers thereof that the purchasers who are taking the said flats ultimately join the rest of the purchasers in forming a Co-operative Housing Society / Apartment and to be member thereof.

AND WHEREAS Under Registration Act, the DEVELOPER is required to execute a written agreement for sale being in fact these presents & also to register the said agreement under the Registration Act.

AND WHEREAS the DEVELOPER agrees to sell to the purchaser and the purchaser agree to purchase/acquire the said abovementioned flat upon the terms and conditions herein after appearing.

AND WHEREAS the carpet area of the said Flat is -------- ----sq. Mtrs and “carpet area” means the net usable floor area of the said Flat, excluding the area covered by the external walls ,areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the purchaser but includes the area covered by the internal partition walls of the Flat.

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AND WHEREAS prior to the execution of these presents the purchaser has paid to the Promoter a sum of Rs. ---------- /-(Rupees ----------only) being part payment of the sale consideration of the premises agreed to be sold by the promoter to the Purchaser as advance payment and the Purchaser has agreed to pay the Builder/Developer the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Builder/Developer has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real state Regulatory Authority at no..... ;

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS under section 13 of the said Act the Developers are required to execute a written Agreement for sale of the said Flat with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act 1908.

AND WHEREAS in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Developers hereby agrees to sell and the Purchaser hereby agrees to purchase the said Flat.

NOW THIS PRESENTS WITNESSED AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:-

1) The Developers shall construct the said building consisting of ----- ---- flats in Stilt part ground and 4 upper floors on the project land in accordance with the plans, designs and specifications as approved by Kulgaon Badlapur Municipal Council and which the Purchaser has seen and approved with such variations and modifications as the Developers and/or Architects may consider necessary or as may be required by the Kulgaon Badlapur Municipal Council to be made in them. Provided that the Builder/Developer shall agree to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the of the Purchaser except any alteration or addition required by any Government authorities or due to change in law which consent shall not be unreasonably withheld.

2)
i) The Purchaser hereby agrees to purchase from the Developers and Developers hereby agrees to sell to the Purchaser Flat No. ..... of carpet area admeasuring ..... sq. meters on ..... floor..... in the..... wing of "AARSH AVENUE " (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexure C-1 and C-2 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.

(ii) The Purchaser hereby agrees to purchase from the Builder/Developer and the Builder/Developer hereby agrees to sell to the Purchaser Flat bearing No ___ situated at _____ floor being constructed in the layout for the consideration of Rs._____/-

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(iii) The Purchaser hereby agrees to purchase from the Developers and the Developer hereby agrees to sell to the Purchaser covered parking spaces bearing No ____ situated at _____ and/or stilt being constructed in the layout for the consideration of, Rs. _____/-.

Sr. No.	Work	Percentage
1.	On Booking as application fee in Advance	10%
2.	After execution of agreement	20%
3.	On Commencement of Plinth Work	15%
4.	On Commencement of First Slab	5%
5.	On Commencement of Second Slab	5%
6.	On Commencement of Third Slab	5%
7.	On Commencement of Fourth Slab	5%
8.	On Commencement of Fifth Slab	5%
9.	On completion of brick work, internal plaster and flooring work	5%
10.	On completion of Lift wells/staircase	5%
11.	On Completion of external plumbing work and external plaster work	5%
12	On completion of the, Lift work, water pumps, electrical Fittings etc	10%
13.	On Possession of the Flat/completion certificate	5%
	Total	100%

3) The consideration mentioned hereinabove excludes Taxes (consisting of tax paid or payable by the Developer by way of GST and or any other similar taxes which may be levied in connection with the construction of and carrying out the Project payable by the Developer up to the date of handing over the possession of the said flat.

4) The Purchaser has prior to the execution of this agreement satisfied him sell about the title of the Developers to the said land and on being satisfied he has agreed to purchase said Flat in the proposed new building from the Developers.

5) The payment of consideration as mentioned herein above shall be made to the Developers by Cheque/DD/Pay order/RTGS/NEFT or by any other digital transactions mode of remittance to or in favor of the Bank Account of the Developers as shall be separately notified in writing by the Developers from time to time.

6) The Purchaser authorize the Developer to adjust/appropriate all payments made bye him/her under any head(s) of dues against lawful outstanding. If any in his name as the Developer may in its sole discretion deem fit and the purchaser undertakes not to object /demand/direct the Developer to adjust his payments in any manner.

7) 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 Developer undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer shall enclose the said notification/order/rule/regulation published/issued

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in that behalf to that effect along with the demand letter being issued to the Purchaser which shall only be applicable on subsequent payments.

8) The Total Price above excludes Taxes (consisting of tax paid or payable by the Developers by way of GST and any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Developer) up to the date of handing over the possession of the flat.

9) If the Developers fails to abide by the time schedule for completing the project and handing over the said premises to the purchaser, the Developer agree to pay to the Purchaser, who does not intend to withdraw from the project ,interest as specified in the said Rules framed by the State Government from time to time under the said Act, on all the amounts paid by the purchaser, for every month of delay, till the handing over of the possession .The purchaser agrees to pay to the Developer, interest as specified in the said Rules framed by the state Government from time to time under the said Act, on all the delayed payment which become due and payable by the Purchaser to the Developer under the terms of this agreement from the date said amount is payable by the purchaser to the Developer.

10) If within a period of five years from the date of handing over the said Flat to the purchaser, the purchaser brings to the notice of the Developer any Structural defect in the said Flat or the building in which the said Flat is situated or any defects on account of workmanship ,quality or provisions of service ,then wherever possible such defects shall be rectified by the Developer at its own cost and incase it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Developers, compensation for such defect in the manner as provided under the said Act.

11) Provided that the such defects if any are not caused due to willful default and/or breach and/or any act committed by any of the Flat purchaser in the said building in contravention of the stipulations , in connection with the said building and/or the said Flat as mentioned in Clause No.11 herein above.

12) IT is agreed by and between the parties that forwarding this Agreement to the purchaser by the Developer does not create a binding obligation on the part of the Developer or the purchaser until firstly the purchaser signs and delivers this Agreement with all the scheduled in the payment plan within 30 (thirty) days from the date of the receipt by the purchaser and secondly appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer . If the purchasers fail to execute and delivered to the Developer this agreement within 30 (thirty) days from the date of its receipt by the purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer. Then the Developer shall serve a notice to the purchaser for rectifying the default which if not rectified within 15 (fifteen) days from the date of its receipt by the purchaser, application of the purchaser shall be treated as cancelled and all sums deposited by the purchaser in connection therewith including the booking amount shall be returned to the purchaser without any interest or compensation e whatsoever.

13) Without prejudice to the right of Developer to charge interest in terms, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of installments, the Developer shall at his own option, may terminate this Agreement:

Provided that, Developer shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of

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the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Developer within the period of notice then at the end of such notice period, Developer shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Developer shall refund to the Purchaser (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 Flat which may till then have been paid by the Purchaser to the Developer.

14) 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 Developer in the said building and the Apartment as are set out in Annexure 'D', annexed hereto.

15) It is agreed between parties that the Developer shall give possession of the Flat to the Purchaser on or before 31day of December 2019. If the Developer fails or neglects to give possession of the flat to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then Developer shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the Flat with interest at the same rate as may mentioned in the clause 10 herein above from the date the Developer received the sum till the date the amounts and interest thereon is repaid. Provided that the Developer shall be entitled to reasonable extension of time for giving delivery of flat on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -
(i) war, civil commotion or act of God ;
(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

16) The Developer upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Flat to the Purchaser in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Developer shall give possession of the flat to the Developer. The Developer agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Purchaser agree(s) to pay the maintenance charges as determined by the Developer or association of Purchasers, as the case may be. The Developer on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

17) The Purchaser shall take possession of the flat within 15 days of the written notice from the Developer to the Purchaser intimating that the said Flat are ready for use and occupancy. Upon receiving a written intimation from the Developer the Purchaser shall take possession of the flat 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 flat to the purchaser. In case the Purchaser fails to take possession within the given period of time such Purchaser shall continue to be liable to pay maintenance charges as applicable.

18) Within 15 days after notice in writing is given by the Developer to the Purchaser that the flat is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the

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management and maintenance of the project land and building until the Society or Limited Company is formed and the said structure of the building or wings is transferred to it, the Purchaser shall pay to the Developer such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Developer provisional monthly contribution of Rs..... per month towards the outgoings. The amounts so paid by the Purchaser to the Developer shall not carry any interest and remain with the Developer/Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favor of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Developer to the Society or the Limited Company, as the case may be.

19) The Purchaser shall use the Flat or any part thereof or permit the same to be used only for purpose of residence in case of flat and commercial in case of shop. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

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

21) The Developer shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said flat is situated.

22) The Developer/promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

23) The Purchaser shall on or before delivery of possession of the said premises keep deposited with the Developer/promoter, the following amounts :-

(i) Rs. .....for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

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

25) At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Purchaser shall pay to the Builder /Developer, the

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Purchasers' 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 Purchaser shall pay to the Builder /Developer, the Purchasers' 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 favor of the Apex Body or Federation.

26) The Developer hereby represents and warrants to the Purchaser as follows:

i. The Developer has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project 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, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

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

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

viii. The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Flat to the Purchaser in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of Purchasers the Promoter shall handover lawful, vacant, peaceful, physical possession of the common area of the structure to the association of the purchasers

x. The Developer 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

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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 property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

27) The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

i. To maintain the Flat at the his own cost in good and tenantable repair and condition from the date that of possession of the flat is taken and shall not do or suffer to be done anything in or to the building in which the flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. 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 take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the 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 the Flat on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

iii. To carry out 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 to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. 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 color scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat 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 Flat without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project 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 the insurance.

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vi. 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 project land and the building in which the Flat is situated.

vii. Pay to the Developer within fifteen days of demand by the Developer, 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 Flat is situated.

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

ix. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Purchaser to the Developer under this Agreement are fully paid up.
x. The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat 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 Purchaser 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 Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Flat is situated is executed in favor of Society/Limited Society, the Purchaser shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Flat is situated is executed in favor of Apex Body or Federation, the Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

28) The Builder/Developer shall maintain a separate account in respect of sums received by the Developer from the Purchaser 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.

29) 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 Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Developer until the 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.

30) After the Developer executes this Agreement he shall not mortgage or create a charge on the flat and if any such mortgage or charge is made or created then

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notwithstanding anything contained in any other law for the time being inforce, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such flat.

31) Forwarding this Agreement to the Purchaser by the Developer does not create a binding obligation on the part of the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Purchaser(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or app ear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

32) This Agreement, along with its schedules and annexure, 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 Flat.

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

33) 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 Purchasers of the [Flat /Shop/Plot], in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

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

35) Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchser(s) in Project, the same shall be in proportion to the carpet area of the flat to the total carpet area of all the flat in the Project.

36). 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.

37) The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Purchaser, in after the Agreement is duly executed by the Purchaser and the Developer or

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simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar Ulhasnagr 2 . Hence this Agreement shall be deemed to have been executed at Badlapur.

38) The Purchaser and/or Builder/Developer shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Developer will attend such office and admit execution thereof.

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

Address:
M/s Shree Developers
Survey No. 56 Hissa No.6
Aarsh Avenue, Behind Bhart College,
Satsang vihar Road. Badlapur (West) 421503

Notified Email ID: aarshavenue@gmail.com

It shall be the duty of the Purchaser and the Developer 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 Developer or the Purchaser, as the case may be.

40) In case there are Joint Purchasers all communications shall be sent by the Builder/Developer the Purchaser 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 Purchasers.

41) The charges towards stamp duty and Registration of this Agreement shall be borne by the purchaser.

42) That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Kalyan courts will have the jurisdiction for this Agreement.

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

44) Any dispute between parties shall be settled amicably, In case of failure to settled the dispute amicably ,which shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act 2016 Rules and Regulations,there under .

THIS Agreement shall always be subject to the provision of Maharashtra Ownership Flat Act. (Mah Act. No. XV of 1963) and under the provision of Maharashtra Co-operative Housing Societies Act 1960, and under the rules made there under.

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SCHEDULE OF THE FLAT

A Flat No._____ admeasuring ____ sq.ft.Built up carpet equivalent to _____ sq.mt. carpet area on ____ floor of A wing Sandal Wood / B wing Birch Wood near ----------, Kulgaon , Badlapur (West) , Dist – Thane .

SCHEDULE OF THE LAND

ALL THAT the piece or parcel of the Survey No. 56Hissa No. 6 admeasuring about 1260 sq. mtrs. lying being and situate at Village – Kulgaon,, Badlapurwhich is bounded by :

On or towards the EAST : Reany resort
On or towards the WEST : Ayodhyanagri
On or towards the NORTH : Krishna Easte
On or towards the SOUTH : Aarsh Avenue S.No.56/10

INWITNESS WHEREOF THE PARTIES HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS SEALS THE DAY AND YEAR HEREINABOVE WRITTEN

SIGNED, SEALED AND DELIVERED
By the withinnamed
M/S. SHREE DEVELOPERS Partnership
Firm through its partner Power of Attorney) DEVELOPER

Holder Mr._____)
The Builders herein)

In the presence of)
1. _____)
2. _____)

SIGNED, SEALED AND DELIVERED)
By the withinnamed)
SHRI./SMT._____) PURCHESER
In the presence of ……)
1. _____)
2. _____)

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RECEIPT

Received Rs. _____/- (Rupees _____) as a part payment of purchase consideration by cheque No. ____ dated _____ drawn on Bank _____, _____branch from _____ against the purchase of Flat no. ___, ____ floor, ____A wing Sandal wood/ B wing Birch Wood , Kulgaon, Badlapur (East), Dist – Thane as follows:

NO.	DATE	AMOUNT	CHEQUE NO.	BANK

I say received

FOR DEVELOPER
M/S. SHREE DEVELOPERS

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List of Building Amenities

1. Earthquake Resistance RCC structure with Attractive Building Elevation
2. Under ground water storage tank with electric pump and R.C.C. overhead water storage tank.
3. Ample Open Parking Space.
4. Reputed Lift with Battery Power Backup.

List of Flat Amenities

1. Factory made main Doors with Designer Laminated Sheets.
2. Joint Free 2' x 2' Good Quality Verified Flooring Tiles in all Room.
3. Anti- Skid Flooring Tiles in Balcony, Flower Bed and Toilet Bathroom.
4. Marble Frame for all windows of the Flat.
5. French Style Powder Coated Aluminum Sliding Windows with Tinted Glass.
6. M.S. Railing to all the windows.
7. Kitchen Platform with Granite Top including S.S. Sink.
8. Wall Tiles in Kitchen and Bathroom(up to Window Level)
9. Heavy Duty Fire Resistance Copper Wires with Inverter Wiring Facility.
10. Electrical Switches with Additional Points for Washing Machine, Aqua Guard, Mixer Point in Kitchen, T.V. & Cable Point in Living Area.
11. Branded sanitary ware, with Loft Water Tank Connection Provision.
12. Marble Door Frame with Bakelite Sheets in Toilet, W.C. & Bathroom.
13. Inner walls are finished by Water Proof Wall Putty & Pained with Good Quality Distemper Paint.
14. All Exterior Walls are finished with Sand Plaster & Painted With 100% Acrylic Paint.

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