AGREEMENT

THIS AGREEMENT made at **THANE** on this _____day of _____ in the year Two Thousand and _____ between **M/S. SHREE KULSWAMI DEVELOPERS, PAN - ACVFS 8590 E**, a Registered Partnership Firm through its Partner/s (1) _____, Age _____ years and (2) _____, Age _____ years, Both Adults, Indian Inhabitants, having office address at **202, Riddhi Siddhi Complex, Plot No. 824, Sector 11, Above Welcome Super Market, Vashi, Navi Mumbai - 400 703, District Thane**, hereinafter referred to as **" PROMOTERS / DEVELOPERS "** of the **ONE PART**;

AND

_____

_____,

hereinafter referred to as the " **THE ALLOTTEE/S** " of the **OTHER PART**;

WHEREAS SHRI. SADASHIV WAMAN PATIL AND 17 OTHERS, the OWNERS are absolutely owned, seized and possessed of and/or are well and sufficiently entitled to All that piece and parcel of Non-Agricultural Land lying, being and situate at Village Dawale, Taluka Thane, District Thane and within the limits of Thane Municipal Corporation and also within the jurisdiction of the Sub-Registrar of Assurances, Thane bearing following description -

SERIAL NO.	**SURVEY NO.**	**HISSA NO.**	**AREA H - R - P**	**ASSESSMENT RS. PS.**
1)	1	5 / B P. K.	0 - 10 - 9 0 - 02 - 4	01-31
		Total	0 - 13 - 3	

i.e. approx. 13 Gunthas 3 Pratis equivalent to 1,330 sq. mtrs. of thereabout, 7/12 extracts of which are attached herewith and marked as **ANNEXURE - A** and hereinafter for brevity's sake called and referred to as the **"SAID PROPERTY NO. 1"** and bounded as follows -

On or towards East	}	
On or towards West	}	
On or towards North	}	AS PER REVENUE RECORDS
On or towards South	}	

AND WHEREAS the Said Owners of the Said Property No. 1 have granted the Development Rights in respect of the Said Property No. 1 to the Said Promoters / Developers vide Development Agreement Dt. 26th August, 2014 on the terms, conditions and price and/or consideration mentioned therein. This Development Agreement is duly Registered before the Sub-Registrar of Assurances, Thane No. 2 vide Document No. TNN2 - 7026 - 2014, Dt. 26/8/2014.

AND WHEREAS in pursuance of the aforesaid Development Agreement the Said Owners of the Said Property No. 1 have executed a Power of Attorney Dt. 26th August, 2014 in favour of the Said Promoters / Developers in respect of the Said Property No. 1. This Power of Attorney is duly Registered before the Sub-Registrar of Assurances, Thane No. 2 vide Document No. TNN2 - 7027 - 2014, Dt. 26/8/2014.

AND WHEREAS SMT. ASHA VISHNU PATIL, the OWNER is absolutely owned, seized and possessed of and/or are well and sufficiently entitled to All that piece and parcel of Non-Agricultural Land lying, being and situate at Village Dawale, Taluka

Thane, District Thane and within the limits of Thane Municipal Corporation and also within the jurisdiction of the Sub-Registrar of Assurances, Thane bearing following description -

SERIAL NO.	**SURVEY NO.**	**HISSA NO.**	**AREA H - R - P**	**ASSESSMENT RS. PS.**
1)	1	6 P. K.	0 - 07 - 8 0 - 00 - 5	01-00
		Total	0 - 08 - 3	

i.e. approx. 8 Gunthas 3 Pratis equivalent to 830 sq. mtrs. of thereabout, 7/12 extracts of which are attached herewith and marked as **ANNEXURE - B** and hereinafter for brevity's sake called and referred to as the **"SAID PROPERTY NO. 2"** and bounded as follows -

On or towards East }
On or towards West }
On or towards North } AS PER REVENUE RECORDS
On or towards South }

AND WHEREAS the Said Owner of the Said Property No. 2 have granted the Development Rights in respect of the Said Property No. 2 to the Said Promoters / Developers vide Development

Agreement Dt. 27th January, 2015 on the terms, conditions and price and/or consideration mentioned therein. This Development Agreement is duly Registered before the Sub-Registrar of Assurances, Thane No. 2 vide Document No. TNN2 - 911 - 2015, Dt. 27/1/2015.

AND WHEREAS in pursuance of the aforesaid Development Agreement the Said Owner of the Said Property No. 2 have executed a Power of Attorney Dt. 27th January, 2015 in favour of the Said Promoters / Developers in respect of the Said Property No. 2. This Power of Attorney is duly Registered before the Sub-Registrar of Assurances, Thane No. 2 vide Document No. TNN2 - 912 - 2015, Dt. 27/1/2015.

AND WHEREAS SHRI. BALIRAM KACHRU PATIL and 3 others, the OWNERS are absolutely owned, seized and possessed of and/or are well and sufficiently entitled to All that piece and parcel of Non-Agricultural Land lying, being and situate at Village Dawale, Taluka Thane, District Thane and within the limits of Thane Municipal Corporation and also within the jurisdiction of the Sub-Registrar of Assurances, Thane bearing following description -

SERIAL NO.	SURVEY NO.	HISSA NO.	AREA H - R - P	ASSESSMENT RS. PS.
1)	1	5 / A	0 - 09 - 0	01-00
		Total	0 - 09 - 0	

i.e. approx. 9 Gunthas equivalent to 900 sq. mtrs. of thereabout, 7/12 extracts of which are attached herewith and marked as **ANNEXURE - C** and hereinafter for brevity's sake called and referred to as the **"SAID PROPERTY NO. 3"** and bounded as follows -

On or towards East	}	
On or towards West	}	
On or towards North	}	AS PER REVENUE RECORDS
On or towards South	}	

AND WHEREAS the Said Owner of the Said Property No. 3 have granted the Development Rights in respect of the Said Property No. 3 to the Said Promoters / Developers vide Development Agreement Dt. 4th March, 2015 on the terms, conditions and price and/or consideration mentioned therein. This Development Agreement is duly Registered before the Sub-Registrar of Assurances, Thane No. 2 vide Document No. TNN2 - 2262 - 2015, Dt. 4/3/2015.

AND WHEREAS in pursuance of the aforesaid Development Agreement the Said Owner of the Said Property No. 3 have executed a Power of Attorney Dt. 4th March, 2015 in favour of the Said Promoters / Developers in respect of the Said Property No. 3. This Power of Attorney is duly Registered before the Sub-Registrar of Assurances, Thane No. 2 vide Document No. TNN2 - 2263 - 2015, Dt. 4/3/2015.

AND WHEREAS the aforesaid Property No. 1, 2 and 3 shall be hereinafter collectively called and referred to as **"THE SAID PROPERTY"** and more particularly described in the **FIRST SCHEDULE.**

AND WHEREAS in pursuance of the Development Agreements and General Power of Attorney mentioned hereinabove and the aforesaid recitals, the Said Promoters / Developers are fully, absolutely and legally entitled to develop the Said Property and as such have evolved a scheme for carrying out the development of the said property by constructing a Residential - cum - Commercial complex of multistoried buildings in the Said Property known as **"OM RESIDENCY"** (hereinafter referred to as the **"SAID BUILDING"**).

AND WHEREAS the Said Promoters / Developers got the plans and specification of the said building sanctioned and approved from the Thane Municipal Corporation by virtue of the permissions mentioned hereinbelow -

1) Sanction of Development Permission for Bldg. A - Ground (pt) Stilt (pt) + 1^{st} to 6^{th} + 7^{th} (pt) floor only and Bldg. B - Ground (pt) Stilt (pt) + 1^{st} to 2^{nd} Floor Only bearing V. P. No. S11 / 0113 / 15 TMC / TDD / 1484 / 15, Dated 21/08/2015.

2) Sanction of Commencement Certificate for Bldg. A - Ground (pt) Stilt (pt) + 1st to 6th + 7th (pt) floor only and Bldg. B - Ground (pt) Stilt (pt) + 1st to 2nd Floor Only bearing V. P. No. S11 / 0113 / 15 TMC / TDD / 1529 / 15, Dated 20/10/2015 and the sanctioned building plan, copy of the Development Permission, Commencement Certificate is annexed hereto and marked as **"ANNEXURE - D"**.

AND WHEREAS The Promoters / Developers have entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoters / Developers have registered the Projects under the provisions of the Act with the Real Estate Regulatory Authority at _____ on _____ authenticated copy is attached in Annexure 'E;

AND WHEREAS The Promoters / Developers have appointed a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoters / Developers accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building.

AND WHEREAS by virtue of the aforesaid Development Agreements / Power of Attorney's the Promoters / Developers have sole and exclusive right to sell the Apartments in the said building to be constructed by the Promoters / Developers on the project land and to enter into Agreement/s with the Allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Allottee, the Promoters / Developers have given inspection to the Allottee of all the documents of title relating to the said lands, the said project and the plans, designs and specifications prepared by the Promoters / Developers Architects Messrs. _____ and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**THE SAID ACT**") and the Rules and Regulations made thereunder.

AND WHEREAS the authenticated copies of Certificate of Title issued by the Attorney at Law or Advocate of the Promoters / Developers, authenticated copies of Property Card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoters / Developers to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto.

AND WHEREAS while sanctioning the said plans concerned local authority and / or Government has laid down certain terms,

conditions, stipulations and restrictions which are to be observed and performed by the Promoters / Developers while developing the said lands and project and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building shall be granted by the concerned local authority.

AND WHEREAS the Promoters / Developers have accordingly commenced construction of the said building in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoters / Developers for allotment of an Apartment No. _____ on _____ Floor in Building / Wing No. _____ admeasuring about _____ sq. mtrs. of carpet area situated in the building being constructed on the said lands in the said project for the total price and/or consideration of Rs._____/- (Rupees _____ _____ Only);

AND WHEREAS 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.

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 prior to the execution of these presents the Allottee has paid to the Promoters / Developers a sum of Rs._____/- (Rupees _____ _____ Only) out of the total price and/or consideration in respect of the Said Apartment mentioned hereinabove being part payment of the sale consideration of the Apartment agreed to be sold by the Promoters / Developers to the Allottee as Advance Payment or Application Fee (the payment and receipt whereof the Promoters / Developers doth hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoters / Developers the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS the Promoters / Developers have registered

the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at _____ No. _____.

AND WHEREAS under section 13 of the said Act the Promoters / Developers are required to execute a written Agreement for sale of said Apartment with the Allottee, 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 Promoters / Developers hereby agrees to sell and the Allottee hereby agrees to purchase the Said Apartment and the garage / covered parking (if applicable).

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

- The Promoters / Developers shall construct the said building consisting of Bldg. A - Ground (pt) Stilt (pt) + 1st to 6th + 7th (pt) floor only and Bldg. B - Ground (pt) Stilt (pt) + 1st to 2nd Floor Only on the Said Property in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoters / Developers 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.

1(a) (i) The Allottee hereby agrees to purchase from the Promoters / Developers and the Promoters / Developers hereby agrees to sell to the Allottee Apartment No. _____, _____ Floor in the Building / Wing No. _____ of carpet area admeasuring _____ sq. mtr. (hereinafter referred to as " **THE APARTMENT**") as shown in the Floor plan thereof hereto annexed and marked Annexure - F for the consideration of Rs._____/- (Rupees _____ Only) including Rs._____/- (Rupees _____ _____ Only) being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Third Schedule annexed herewith.

(ii) The Allottee hereby agrees to purchase from the Promoters / Developers and the Promoters / Developers

hereby agrees to sell to the Allottee Garage bearing Nos. _____ situated at _____ stilt and / or being constructed in the layout for the consideration of Rs._____/-.

(iii) The Allottee hereby agrees to purchase from the Promoters / Developers and the Promoters / Developers hereby agrees to sell to the Allottee covered parking spaces bearing Nos_____ situated at _____ stilt being constructed in the layout for the consideration of Rs._____/-.

1(b) The total aggregate consideration amount for the apartment including garages / covered parking spaces is thus Rs._____/- (Rupees _____ _____ Only).

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs._____/- (Rupees _____ Only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the Promoters / Developers the balance amount of Rs._____/- (Rupees _____ Only) in the following manner :-

Sr. No.	Percentage	Description
1)	10 %	On Booking.
2)	10 %	On commencement of work.
3)	15 %	On completion of Plinth
4)	06 %	On Completion of First Slab
5)	06 %	On Completion of Second Slab
6)	06 %	On Completion of Third Slab
7)	06 %	On Completion of Fourth Slab
8)	06 %	On Completion of Fifth Slab
9)	06 %	On Completion of Sixth Slab
10)	05 %	On Completion of Seventh Slab
11)	05 %	On Completion of Eighth Slab
12)	04 %	On Completion of Brick Work
13)	04 %	On Completion of Plaster Work
14)	04 %	On Completion of Flooring Work
15)	04 %	On Fully completion of building work.
16)	02 %	On receiving Occupation Certificate
17)	01 %	On Possession
	100 %	

1 (d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters / Developers by way of Value Added Tax, Service Tax, Goods and 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 Promoters / Developers) up to the date of handing over the possession of the Apartment.

1(e) 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 Promoters / Developers 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 Promoters / Developers 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.

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

1(g) The Promoters / Developers 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 per cent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters / Developers. If there is any reduction in the carpet area within the defined limit then the Promoters / Developers 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 Clause 1(a) of this Agreement.

1(h) The Allottee authorises the Promoters / Developers 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 Promoters / Developers may in its sole discretion deem fit and the Allottee undertakes not to object/ demand/direct the Promoters / Developers to adjust his payments in any manner.

2.1 The Promoters / Developers hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and / or completion certificates in respect of the Apartment.

2.2 Time is essence for the Promoters / Developers as well as the Allottee. The Promoters / Developers shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him / her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters / Developers as provided in clause 1(c) herein above i.e. "Payment Plan".

3. The Promoters / Developers hereby declares that the Floor Space Index available as on date in respect of the project land is _____ Square meters only and the Promoters /

Developers has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoters / Developers has disclosed the Floor Space Index of _____ as proposed to be utilised by him on the project land in the Said Building and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoters / Developers by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Promoters / Developers only.

4.1 If the Promoters / Developers fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoters / Developers agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoters / Developers, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the

Promoters / Developers under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoters / Developers.

4.2 Without prejudice to the right of the Promoters / Developers to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoters / Developers 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 Promoters / Developers shall at his own option, may terminate this Agreement.

Provided that, the Promoters / Developers 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 Promoters / Developers within the period of notice then at the end of such notice period, the Promoters / Developers shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoters / Developers shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoters / Developers) 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 Promoters / Developers.

5. 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 Promoters / Developers in the said building and the Apartment as are set out in the Third Schedule, annexed hereto.

6. The Promoters / Developers shall give possession of the Apartment to the Allottee on or before _____ day of _____ 20_____. If the Promoters / Developers fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoters / Developers shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate mentioned in the Rules on the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoters / Developers shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

- War, civil commotion or act of God;
- Any notice, order, rule, notification of the Government and / or other public or competent authority / court.
- *force majeur*

7.1 **Procedure for taking possession –** The Promoters / Developers, 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, 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 Promoters / Developers shall give possession of the Apartment to the Allottee. The Promoters / Developers agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters / Developers. The Allottee agree(s) to pay the maintenance charges as determined by the Promoters / Developers or association of allottees, as the

case may be. The Promoters / Developers on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the Promoters / Developers to the Allottee intimating that the said Apartments are ready for use and occupancy;

7.3 **Failure of Allottee to take Possession of Apartment :**

Upon receiving a written intimation from the Promoters / Developers as per clause 7.1, the Allottee shall take possession of the Apartment from the Promoters / Developers by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters / Developers shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 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 Promoters / Developers 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 Promoters / Developers 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 Promoters / Developers, compensation for such defect in the manner as provided under the Act.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence/office/show-room/shop/godown for carrying on any industry or business. He/She shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s)s of Apartment in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoters / Developers 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 Promoters / Developers within seven days of the same being forwarded by the

Promoters / Developers to the Allottee, so as to enable the Promoters / Developers to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modification 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.

9.1 The Promoters / Developers 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 Promoters / Developers and /or the Owners in the said structure of the Building in which the said Apartment is situated.

9.2 The Promoters / Developers shall, within three months of registration of the Society or Limited Company, as aforesaid, cause to be transferred to the Society or Limited Company all the right, title and the interest of the Promoters / Developers and /or the Owners in the project land on which the said building is constructed.

9.3 Within 15 days after notice in writing is given by the promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee 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 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 Allottee shall pay to the promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoters / Developers provisional monthly contribution of Rs._____/- per month towards the outgoings. The amounts so paid by the Allottee to the Promoters / Developers shall not carry any interest and remain with the Promoters / Developers until a conveyance of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance 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 Promoters / Developers to the Society or the Limited Company, as the case may be.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoters / Developers, the following amounts:-

(i) Rs.1,000/- for share money, application entrance fee of the Society or Limited Company /Federation /Apex body .

(ii) Rs.10,000/- for formation and registration of the Society or limited Company /Federation / Apex body.

(iii) Rs._____/- for proportionate share of taxes and other charges / levies in respect of the Society or Limited Company /Federation /Apex body.

(iv) Rs._____/- for deposit towards provisional monthly contribution towards outgoings of society or Limited Company /federation / Apex body.

(v) Rs._____/- for Deposit towards water, Electric, and other utility and services connection charges and

(vi) Rs._____/- for deposit of electrical receiving and sub-station provided in Layout.

11. The Allottee shall pay to the promoter a sum Rs.20,000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters / Developers 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.

12. At the time of registration of conveyance of the structure of the building or wing of the building, the Allottee shall pay to the Promoters / Developers, the Allottee's 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.

13. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS/DEVELOPERS :**

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

i. The Promoters / Developers 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 promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the project and shall obtain requisite approvals from time to time to complete the development of the 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 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 shall be all times, remain to be in compliance with all applicable laws in relation to the project, project land, Said Building and common areas;

vi. The Promoters / Developers has the right to enter into this Agreement and has not committed or omitted to perform any act or things, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoters / Developers 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 which will, in any manner, affect the right of Allottee under this Agreement;

viii. The Promoters / Developers confirms that the Promoters / Developers is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of allottees, the Promoters / Developers shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The Promoters / Developers has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges

and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings whatsoever, payable with respect to the said project to the competent Authorities;

14. The Allottee/s or himself /themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoters / Developers as follows:-

i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything 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 apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and

in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

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

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof nor any alteration in the elevation and outside colour scheme of the building in which the apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter

and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to column, beams, walls, slabs or RCC, pardis or other structural members in the Apartment without the prior written permission of the Promoters / Developers 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 Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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

vii. Pay to the Promoters / Developers within fifteen days of demand by the promoter, his share of security deposit demanded by the concerned local authority of Government or giving water, electricity or any other service connection to the building in which the Apartment 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 Apartment by the Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoters / Developers under this Agreement are fully paid up.

x. The Allottee 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 Apartments therein and for the observance and performance of the building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society / Limited Company / Apex body /

Federation 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 Apartment is situated is executed in favour of Society / Limited Society, the Allottee shall permit the Promoters / Developers and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.

15. The Promoters / Developers shall maintain a separate account in respect of sums received by the Promoters / Developers from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the co-operative society or association or company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the said plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all

open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters / Developers 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 Society or Limited Company or any other body as hereinbefore mentioned.

17. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE :**

After the Promoters / Developers executes this Agreement he shall not mortgage create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

18. **BINDING EFFECT :**

Forwarding this Agreement to the Allottee by the Promoters / Developers does not create a binding obligation on the part of the Promoters / Developers or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the

payment plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters / Developers. If the Allottee(s) fails to execute and deliver the same to the Promoters / Developers, then the Promoters / Developers shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. **ENTIRE AGREEMENT :**

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

20. **RIGHT TO AMEND :**

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

21. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES :**

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

22. **SEVERABILITY :**

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

23. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT :**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in project, the same shall be in proportion to the carpet area of the Apartment in the project.

24. **FURTHER ASSURANCES :**

Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other action, 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 transferred hereunder or pursuant to any such transaction.

25. **PLACE OF EXECUTION** :

The execution of this Agreement shall be complete only upon its execution by the Promoters / Developers through its authorized signatory at the Promoters / Developers Office, or at some other place, which may be mutually agreed between the Promoters / Developers and the Allottee, in 15 (Fifteen) days

after the Agreement is duly executed by the Allottee and the Promoters / Developers or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at _____.

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

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

_____ Name of Allottee

_____ (Allottee's Address)

_____

_____

Notified Email ID_____

M/s. SHREE KULSWAMI DEVELOPERS

202, Riddhi Siddhi Complex, Plot No. 824, Sector 11, Above Welcome Super Market, Vashi, Navi Mumbai - 400 703, District Thane

Notified Email Id : _____

It shall be the duty of the Allottee and the Promoters / Developers 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 Promoters / Developers or the Allottee, as the case may be.

28. **JOINT ALLOTTEES :**

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

29. Stamp Duty and Registration:- The changes towards stamp duty and Registration of this Agreement shall be borne by the allottee.

30. Dispute Resolution :- Any dispute between parties shall be

settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. **GOVERNING LAW** :

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

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

FIRST SCHEDULE ABOVE REFERRED TO

All that piece and parcel of Land lying, being and situate at Village Dawale, Taluka Thane, District Thane and within the limits of Thane Municipal Corporation and also within the jurisdiction of the Sub-Registrar of Assurances, Thane bearing following description -

Serial No.	Survey No.	Hissa No.	Area H - R - P	Assessment Rs. - Ps.
1)	1	5/A	0 - 09 - 0	1.00
2)	1	5/B	0 - 10 - 9 0 - 02 - 4 ---------- 0 - 13 - 3	1.31
3)	1	6	0 - 07 - 8 0 - 00 - 5 ---------- 0 - 08 - 3	1.00
		TOTAL	0 - 30 - 6	

i.e. 30.6 Gunthas equivalent to 3,060.00 sq. mtrs. and bounded as follows -

On or towards East :

On or towards West :

On or towards North : As per Record of Rights

On or towards South :

SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT Flat / Shop / Office / Garage / Covered Parking No. _____ on the **_____ Floor, _____ Building / Wing, admeasuring _____ sq. mtrs. carpet area equivalent to _____ Sq. ft. of carpet area in the building complex known as "OM RESIDENCY".**

THE THIRD SCHEDULE ABOVE REFERRED TO

AMENITIES

1) WALLS :

External wall to be 6" brick work and/or Siforex Blocks with 2 coats of sand face plaster. Internal partition walls to be 4" bricks work and/or Siforex Blocks.

2) FLOORING :

24" x 24" vitrified flooring in all rooms.

12" x 12" flooring in bathroom, W.C. & Terrace.

3) KITCHEN :

Granite platform with S. S. sink and dado tiles up to Beam Level.

4) WINDOWS :

Granite frame sill in all windows.

Aluminum powder coating sliding window.

5) ELECTRIFICATION :

Sufficient electric points of concealed copper wiring with modular switches. Ample light points in Parking Area, Telephone, Geyser, A/c. Cable Point and exhaust points.

6) PAINTING :

Good quality paint for the external face of the building.

Good quality paint for internal walls.

7) BATHROOM & W.C. :

Glazed tiles in Bath & W.C. with modern concepts upto 7' height.

8) WATER SOURCE :

Provision of separate overhead and underground drinking water tank with adequate capacity in each building.

9) LIFT :

Good quality lift.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seal on the day, month and the year first hereinabove written.

SIGNED, SEALED AND DELIVERED }

by the withinnamed PROMOTERS / }

DEVELOPERS }

M/S. SHRI. KULSWAMI DEVELOPERS }

through its PARTNER/S }

1) _____ }

2) _____ }

in the presence of... }

SIGNED, SEALED AND DELIVERED }

by the withinnamed ALLOTTEE/S }

_____ }

_____ }

in the presence of... }

WITNESSES :

Name _____

Signature _____

Name _____

Signature _____

ANNEXURE A TO C

Authenticated copies of Village Forms VII and XII in respect of Said Property No. 1, 2 and 3.

ANNEXURE D

Authenticated copies of the sanctioned building plan, copy of the Development Permission, Commencement Certificate.

ANNEXURE E

Authenticated copy of Registration Certificate issued by Real Estate Regulatory Authority.

ANNEXURE F

Authenticated typical floor plan.

RECEIPT