Village : Sonivali.

Ward No. : 4/11 @ Rs. 26,000/- per Sq. Mtrs.

Flat/~~Shop~~ Area : _____ Sq. Mtrs. Carpet.

Market Value : Rs. _____/-

Consideration Value : Rs. _____/-

Stamp Duty Paid : Rs. _____/-

"SHREE"

AGREEMENT FOR SALE

This Agreement for Sale is made, executed and entered into at **Kulgaon - Badlapur, Taluka Ambernath, District Thane,** on this ____ day of _____, **2017**.

BY AND BETWEEN

M/s. ASSETS REALITY, a partnership firm, holding **P.A.N.: ABEFA8081G**, doing its business as Real Estate, Builders and, Developers having its office address at 002, L-Wing, Sanghavi Estate, New R.T.O. Road, Near Cinemax, Khadakpada, Kalyan (West) – 421 301, District Thane, through its Partner, **Mr. Ritesh V. Mishra,** age **35** years, holding **P.A.N.: AKOPM3373N**, herein after called and referred to as **"THE DEVELOPERS/BUILDERS"** (which expression shall unless repugnant to the context or meaning thereof means and includes the said partnership, individual partner thereof, survivor/'s of the said partners and heirs, executors, administrators and assigns of the last surviving partner) of the **FIRST PART**.

A N D

1) Mr. _____**,** Age _____ years, Indian, Inhabitant, Occupation: _____, holding **P.A.N. :** _____**,** and **2) Mrs.** _____**,** Age ___ years, Indian, Inhabitant, Occupation: Housewife, holding **P.A.N. :** _____**,** residing at : _____ , hereinafter called as **"THE PURCHASER/S"** (which expression shall unless repugnant to the context or meaning thereof means and includes his/her/their heirs, executors, administrators and assigns) of the **SECOND PART**.

W H E R E A S:

Mr. Ritesh V. Mishra other partners of M/s. Assets Reality entered into Partnership by executing Partnership Deed to do the business as Real Estate, Builders and Developers and any other business as they decide time to time.

AND WHEREAS Mr. Ritesh V. Mishra partner of M/s. Assets Reality, the Developers / builders herein, owns and /or otherwise is well and sufficiently entitled to all that piece and parcel of land bearing Gat No. 12, Hissa No.1, area admeasuring at about 0-40-0 H-R-P i.e. equivalent to 4000 Sq. Mtrs., located and situated in revenue village Sonivali, Taluka Ambernath District

Thane within the limits of the Registration District Thane, Sub Registration District Ulhasnagar and also within the limits of KULGAON BADLAPUR MUNICIPAL COUNCIL and more particularly described in the scheduled " A " herein under written.

AND WHEREAS Mr. Ritesh V. Mishra partner of M/s. Assets Reality has purchased the said property vide a registered deed of conveyance duly executed on 10-12-2015 and 30-06-2016 respectively by 1) Mr. Anil Jagannath Tiwari and 2) Mr. Sanjesh Gopal Patkar, as owners in favour of Mr. Ritesh V. Mishra partner of M/s. Assets Reality as the purchaser for the property bearing Gat No. 12, Hissa No.1, area admeasuring at about 0-40-0 H-R-P i.e. equivalent to 4000 Sq. Mtrs., located and situated in revenue village Sonivali, Taluka Ambernath District Thane, and the same has been duly registered at the office of the Sub Registrar of Assurance, at Ulhasnagar-2 at Serial No.10898/2015 dated 10-12-2015 and at Serial No.6576/2016 dated 30-06-2016 respectively.

AND WHEREAS Mr. Ritesh V. Mishra partner of M/s. Assets Reality and the owner of the said land entrust all the rights of the said land in favour of M/s. Assets Reality as his capital of the said project to be constructed by the said firm and other Partners of M/s. Assets Reality agreed to acquire all rights of the said property as a capital of Mr. Ritesh V. Mishra upon the terms and conditions mentioned in the separate Supplementary Partnership Deed executed between them.

AND WHEREAS the said land is situated in the residential zone of the local authorities, and as per Gazette issued by Government of Maharashtra, published on 22.12.2014, as per Maharashtra Ordinance No. XVII of 2014, dated 22.12.2014 (further to amend the Maharashtra Land Revenue Code, 1966) as per section 42 mentioned therein, no prior permission shall be necessary for conversion of use of any land held as an Occupants – Class I, for any purpose as defined in the sanctioned Development plan or draft the Development plan prepared and published as per the provisions of the Maharashtra Regional and Town Planning Act, 1966 on certain terms and conditions, which will be obligatory on the Developers/ Builders.

AND WHEREAS accordingly as per new rules the said land is converted to non- agriculture use by the order of the Tahsildar, Ambernath, District Thane vide its office order No. MA/K-1/T-3/JAMINBAB/ VINISHITI/KV-75/ 2016 dated 26-08-2016.

AND WHEREAS the Developers herein have obtained the necessary building/ Row House permission and works commencement certificate from the Kulgaon Badlapur Municipal Council vide its Letter No. KBNP/NRV/B.P./324-2015-2016, Unique No. 166 dated 12-01-2016;

AND WHEREAS the Developers herein have got revised approved from the Kulgaon Badlapur Municipal Council the plans, the specifications, elevation, sections and details of the said buildings/row house vide their No. KBNP/NRV/B.P./7825-2016-2017, Unique No. 96 dated 26-10-2016; The Kulgaon Badlapur Municipal Council has granted the said building permission for area admeasuring about 5033.23 Sq. Mtrs., (including Premium + T.D.R.) out of that 5032.48 Sq. Mtrs. And thus, the said authority has granted construction permission of Ground + Nine Floors Buildings upon said land.

AND WHEREAS the builders herein have become entitled to commence work of construction of the said buildings/row house according to the aforesaid plans and certain conditions, restrictions and stipulations laid down by the said local authority which is to be performed by the Developers.

AND WHEREAS the developers / builders herein have been in physical possession of the said land and with a view to developed the said land by constructing thereon building / row house consisting of dwellings units and other units.

AND WHEREAS the Developers / Builders have entered into a standard agreement with its Architect, who is being registered with the council of Architects and such agreement is as per the Agreement prescribed by the Council of Architects and the Developers / builders has also appointed Structural Engineer for the preparation of the structural designs and drawings of the building/ row house and the Developers / builders have accepted the professional supervision of Architects and the R.C.C. Engineers, till the completion of the building/ row house.

AND WHEREAS the Developers are presently constructing on the said land building consisting of row houses in accordance with the aforesaid sanctioned plans, and the developers have the exclusive right to sell the said row houses and units of the said project under construction to the prospective purchasers to be known as **The Chalets Avenue**.

AND WHEREAS the Promoters/Builders has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no_____; authenticated copy is attached in Annexure herewith;

AND WHEREAS the Developers have offered for sell the various row houses/ flats shops and other units in the said proposed building that is now under construction.

AND WHEREAS the purchaser on coming to know that various row houses / flats / shops are offered for sale expressed his/her/their desire to purchase and applied to the developers for allotment/ or acquire on ownership basis one Row House/Flat/Shop being **Flat**/~~Shop~~ **No. _____, on the _____ Floor,** in the **"A" Wing,** (as per sanctioned plan) which is to have an area of _____ **Sq. Mtrs. Carpet** ("carpet area" means the net usable floor area of 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 said flat) consisting **Ground + Nine Floor** in the project known as **"The Chalets Avenue"** and all the amenities fittings as mentioned and more particularly described in the Second Schedule (Amenities and Specifications) herein under written.

In this agreement the term **"Row House"** shall include the **flat/ shop** or any other premises hereby agreed to be sold and the term **"Purchaser"** shall include the **Row House/Flat/Shop Purchaser** or the purchaser of any other premises hereby agreed to sell and the **Developers/ Builders** also includes singular the word **"Developer"** or **"Builder"** and the flat purchaser includes plural and feminine gender of the purchaser.

AND WHEREAS prior making an application to the developers as aforesaid, the Purchaser has made a declaration to that effect, that neither the purchaser nor the member of his/her/their family (family as defined under the Urban Land Ceiling and Regulation Act , 1976) owns a tenement, house or building within the limits of Kulgaon Badlapur Municipal Council.

AND WHEREAS relying upon the said application, declaration and agreement the developers have agreed to sell to the Purchaser/s a Row House/Flat/Shop at the Price and on the terms and conditions herein after mentioned.

AND WHEREAS the price/consideration of the said Row House/Flat/Shop is agreed to be **Rs._____/- (Rupees _____ only)** excluding the other charges and expenses mentioned in the various other clauses of this Agreement.

AND WHEREAS upon the request of the purchaser the developers have made a full and true disclosure of the nature of the title of the said land on which the proposed Row House/ Building is being constructed and have also inspected the plans and specification of the said proposed Row House/ Building.

AND WHEREAS the purchaser has seen the site of the Row House/ Building and the work of the construction of the said Row House/ Building being in progress and is satisfied with the quality of the work and has approved the same.

AND WHEREAS the copies of the certificate of title of the said land issued by Advocate of the Developers, the copies of the 7/12 extracts and other relevant documents showing the nature of the title of the said land and the copies of the Plans and Specifications approved by the Kulgaon Badlapur Municipal Council and other relevant documents which are required to be given have been annexed hereto;

AND WHEREAS the purchaser has been informed by the developers, that they have offered to sale all the respective Row Houses, Flats and Shops in the said project under construction or / to be constructed on the said land to

different purchasers and that they have executed Agreement for Sale for some of the Row Houses/ flats/ Shops and with a clear cut understanding to the Purchasers thereof that the purchasers who are taking the said Row House/ flats / Shops ultimately has to join the rest of the purchasers in forming a Co-Operative Housing Society and be a member thereof.

AND WHEREAS the developers agree to sell to the Purchaser and the Purchaser agrees to purchase / acquire the above mentioned Row House/Flat/Shop upon the terms and conditions mutually decided by and between the parties hereto.

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 Promoters/Builders is 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.

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

1. The Developers/ builders shall construct the said proposed row house/ building according to the plans, designs and specification thereof sanctioned and approved by the Kulgaon Badlapur Municipal Council with such variations and modification as the developers deem necessary and proper and as per the requirements and directions of the local Authority or Body.

PROVIDED THAT the Promoter shall have to obtain prior consent in writing of the Purchasers in respect of variations or modifications which may adversely affect the flat of the purchaser except any alteration or addition required by any Government authorities or due to change in law.

2. The Developers/ builders 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 body or authority at the time of sanctioning the said plan or thereafter and may before handling over the possession of the said Row House/Flat/Shop to the Purchaser obtain necessary certificate of completion or occupation certificate from the local authority or the said concerned body in respect of the said Row House/Flat/Shop.

3. The Developers/ Builders hereby declares that they have utilized the floor space index allowed by the said authority and the developers/ Builders are absolutely entitled to consume the floor space index increased if any at any later stage herein after, till the execution of the conveyance in favour of the society formed by the prospective buyers, purchasers. In such case the purchasers herein shall not raise any objection if the builder / Developers will approve the revised plan and erect / construct and sell the additional FSI as per the provisions of the law on the contrary the purchase herein have given deemed consent for such additional alteration which the Developers/ Builders may approve from the concerned competent authorities.

4. The purchaser hereby agrees to purchase and the Developers / Builders agree to sell to the purchaser the Row House/Flat/Shop being **Flat/~~Shop~~ No. _____, on the _____ Floor,** in the **"A" Wing,** (as per sanctioned plan) which is to have an area of _____ **Sq. Mtrs. Carpet** consisting **Ground + Nine Floor** in the project known as **"The Chalets Avenue"** approximately as shown in the floor plan annexed hereto in the said new building at and for the lump sum price /consideration of **Rs._____/- (Rupees _____ only)** excluding Vat and Service Tax amount. The Purchasers hereby agrees to pay separately to the builders the amount of VAT and Service Tax as applicable.

The purchaser hereby agrees to pay the said purchase price/ consideration to the Developers/ Builders by installment in the following manner, that is to say-

a) 20% of the total amount of consideration to be paid to the developers on or before the execution of these present as Earnest Money.

b) 18% of the total amount of consideration to be paid on or before the plinth work of the said building.

c) 5% of the total amount of the consideration to be paid on or before the First slab of the Ground floor.

d) 5% of the total amount of consideration to be paid on or before the Second slab of the First floor.

e) 5% of the total amount of consideration to be paid on or before the Third slab of the Second floor.

f) 5% of the total amount of consideration to be paid on or before the Fourth slab of the Third floor.

g) 5% of the total amount of consideration to be paid on or before the Fifth slab of the Fourth floor.

h) 5% of the total amount of consideration to be paid on or before the Sixth slab of the Fifth floor.

i) 5% of the total amount of consideration to be paid on or before the Seventh slab of the Sixth floor.

j) 5% of the total amount of consideration to be paid on or before the Eight slab of the Seventh floor.

k) 5% of the total amount of consideration to be paid on or before the Ninth slab of the Eighth floor.

l) 5% of the total amount of consideration to be paid on or before the Tenth slab of the Ninth floor.

f) 5% of the total amount of the consideration to be paid on or before the work of brick masonry, External and Internal Plaster of the walls is completed.

g) 5% of the total amount of the consideration to be paid on or before the work of the tiling.

h) 2% of the total amount of consideration or balance amount of the consideration to be paid to the Developers at the time of the possession of flat is given to the purchaser.

5. The Purchaser agrees that he/she shall pay up each and every installment herein before mentioned on time as agreed and shall not commit any default.

It is agreed that at each of the prescribed stages of construction as fixed in the clause 4 of the agreement, when any installment becomes due, the purchase shall make the payment to the Developers at their office within 30 days of receipt of such a written communication from developers. The Purchaser also agrees that his/her/their failure to pay the agreed installment on demand within the period of 30 days as stipulated herein, then it shall be treated as default on the part of the purchaser and in which event, Developers shall have the option to rescind the present Agreement, which if exercised shall bring the present Agreement to an end. And in such event the Purchaser shall be entitled to a 90% refund of the sale price paid by them under the agreement and such 10% amount of the sale price shall be stand forfeited and the Developers shall have a right to book and sell the said Row House again to other purchaser and the Purchaser herein shall have no claim of whatsoever nature over the said Row House.

PROVIDED always that the option or right of the Developers to rescinding the Agreement shall not be exercised by the Developers unless and until the Purchaser is given a fifteen days prior notice in writing by the developers of their intention to terminate this Agreement mentioning therein specific breach or breaches of the terms and conditions of this contract and default on the part of the Purchaser in payment of the amounts of installments and other outgoings and after giving opportunity to remedy such breach or breaches within a reasonable time of fifteen days from the date of the receipt of the notice by the purchaser.

6. If the Developers elect not to exercise their option of rescinding the Agreement on account of any default committed by the Purchaser as contemplated by Clause 5 of this agreement, then the Purchaser agrees to

pay to the Developers interest @ 9 % per annum on all the amounts which becomes due and payable by the Purchaser to the Developers under the terms and conditions of this Agreement from the date of the said amounts become payable.

7. It is agreed that the Developers shall hand over the vacant and peaceful possession of the above said Row House/Flat/Shop to the Purchaser within ……. days / months, i.e. on or before _____**/2018** Provided the Purchaser has paid to the Developers the entire agreed amount of consideration and has made all the payments of dues and deposits and has performed his/her part of the present Agreement and nothing further remains to be done on his /her part.

It is agreed that for the want of cement and any other building material or for any other reason or reasons which is beyond the control of the Developers and that in the event of handling over the possession of the said Row House/Flat/Shop is delayed, the Purchaser shall not be entitled to hold the developers responsible or liable in that behalf.

8. The Purchaser shall take the possession of the said flat within 7 days of the Developers giving written notice to the purchaser intimating that the said Row House/Flat/Shop is ready for use and occupation.

9. The Purchaser shall use the said tenements in accordance with the use permissible by the Kulgaon Badlapur Municipal Council.

10. The Purchaser shall after a notice in writing is given by the Developers that the said Row House/Flat/Shop is ready for use and occupation, the Purchaser shall pay regularly and punctually, whether demanded or not by the Developers, his /her proportionate share (i.e. proportion to the floor area of the Row House/Flat/Shop) of outgoing such as rates, taxes, cess, dues, duties, maintenance charges, water charges, electricity charges, charges for common lights and repairs, salaries of clerks and sweeper of the proposed Society and all other incidental charges for the maintenance of the said Row House/ building.

11. It is agreed that the Purchaser shall pay to the Developers such proportionate share of outgoing in form of monthly maintenance as may be determined till the proposed society of the entire Row House/Flat/Shop owner in the said Row House / building is not registered.

12. The Purchaser further agrees that till the Purchaser share is so determined, the Purchaser shall pay to the Builder provisional monthly contributions of **Rs.2.50/- per Sq. Fts.** per month towards the outgoing. The said amount shall be paid by the Purchaser to the Promoters/Builders in advance for the first 12 months. The amounts so paid by the Purchaser to the Promoters/Builders shall not carry any interest and remain with the Promoters/Builders until a conveyance is executed in favour of the society as aforesaid.

13. The Purchaser agrees and assures the Developers that he/she/they will pay his/her/their proportionate share of the aforesaid charges and outgoing and the monthly contribution as fixed by the developers, regularly and punctually on or before the 10th day of every calendar month and shall not with hold the same for any reasons whatsoever.

14. The Purchaser shall also deposit such other sums with the Developers as interest free deposit as and when the Developer may call upon. Such deposit will remain with the Developers till the execution of final conveyance in favor of the said society or other corporate body is formed. The said deposit shall be paid over to the purchaser by the developers after deducting there from the actual and law full expenses incurred on such accounts.

15. The Purchaser hereby agrees and assures that he/she/they shall pay his/her/their proportionate share by way of premium or otherwise to the Municipal Authorities as betterment charges or development charges or tax or any other taxes or payment of similar nature, which will be levied by the Kulgaon Badlapur Municipal Council or any other local Authority.

16. The Purchaser hereby agrees and assures that he/she/they shall pay his/her/their proportionate share towards the construction of the Sub-station or for installation of electric transformer if the Maharashtra State Electricity board demands so for supplying the necessary Electricity to the proposed Row House/ building.

17. The Purchaser hereby agrees and assures that he/she/they shall also pay his/her/their proportionate share towards security deposit if demanded by the Water Department, for the connection of water line to the proposed building.

18. The Developers shall utilize the amount collected from the Purchasers only for the purpose for which they are being collected or received.

19. It is agreed that the Purchaser along with the other Row House/Flat/Shop owners of the said Row House/ building shall join information and registration of the said Society to be known by such name as the Developers may decide and for this purpose also from time to time sign the necessary papers, documents, applications. Forms, and other things required for the formation / registration of the said Co-operative Society and for becoming the member thereof in due time allotted by the developers. The Purchasers shall not take any objection if any changes are made or any modifications are done by the developers in the bylaws or the Articles as may be required by the Registrar of the Co-operative Society. The Purchaser hereby agrees that he shall become the member of the said Co-operative Society.

20. It is agreed that after the registration of the Co-operative Society as herein above mentioned and after the completion of the construction work of the said building and on receipt of the full and final consideration of all the Row Houses/Flats/Shops, the Developers shall take necessary steps to convey the said building in the favor of the said Co-operative Society.

21. The Purchaser shall not be entitled to claim a partition of his/her/their share in the said building or in the said property and the same shall always remain un-divided and impartibly. The Purchaser further agrees that till the conveyance of the said building is done in favour of the said Co-op. society, the Purchasers are merely license holders of the developers in respect of the said Row House/Flat/Shop.

22. The Purchaser shall observe and perform all the rules and regulations and the byelaws of the said Co-operative Society on registration.

23. The Purchaser hereby agrees with the Developers as follows:-

a. The Purchaser shall after taking the possession of the said Row House/Flat/Shop from the developers maintain the Row House/Flat/Shop at his/her/their own cost in a good and tenantable repair condition and shall not do or cause to be done anything to the said Row House/ building or the said Row House/Flat/Shop, staircase or anything which is used in common by the Row House/Flat/Shop purchasers of the said building which are strictly prohibited by the concerned local authorities or the bye-laws of the said society and shall not make any alteration, change or additions in or the said Row House/Flat/Shop or to the building or any part of the said.

b. The Purchaser shall not store in the flats any goods which are of hazardous, combustible or any other thing which are of dangerous nature or the goods which are prohibited from storing and which may damage the construction or the structure of the Row House/ building in which the Row House/Flat/Shop is so situated and in case of any damage is caused to the Row House/building in which the said Row House/Flat/Shop is situated due to the negligence or default in complaining the restrictions, then the purchaser shall be liable for the consequence of the same and shall be liable to make the good for the losses which may incurred.

c. The Purchaser shall carry out at his/her/their own cost all the internal repairs of the said Row House/Flat/Shop and shall be liable to maintain the said Row House/Flat/Shop in the same order and state in which it was being delivered by the developers and shall not amend, demolish or alter any basic

structure of the said Row House/Flat/Shop or do or suffer to be done anything which may cause dangerous to the said Row House/Flat/Shop as well as to the said Row House / building in which the said flat is situated. And in the event of breach of the said condition the Purchaser shall be personally liable for the same.

d. If the Row House / building or any part thereof gets damaged or demolished on account of any act of any natural calamities such as earthquakes, floods or any act of enemy, war or any other reason which is beyond the control of the Developers then such losses incurred to the Row House / building shall be borne by the Purchasers along with the other purchasers and for that reasons Developers shall not be responsible.

e. The Purchaser further agrees that he/she/they shall not use or permit others to use the said Row House/Flat/Shop for the purpose other than that for which it is being agreed to be sold or for a purpose which will be immoral and against public policy or for the purpose which is prohibited by the law.

f. The Purchaser shall take a written consent of the Developers before parting with the possession of the said Row House/Flat/Shop or the interest in the said Row House/Flat/Shop or the benefits of the said Agreement to any other person or persons. The Developers shall provide their consent only after recovering the dues that are payable by the Purchaser to the Developers under this agreement and the purchaser has complied with all the terms and conditions of the said agreement.

g. The Purchaser shall permit the Developers, their servants, agents, employers or any other person duly authorised, at all reasonable time to enter, inspect, examine and analysis, the said land or the condition of the said Row House / building or any part thereof, or for the purpose of repairing, maintaining, cleaning, lightning or servicing by giving one days notice to the Purchaser of the said intention.

h. The Purchaser agrees that the expenses for the formation and registration of Co-Operative Housing Society, such as Registration fees, membership fees and other incidental expenses thereto shall be borne by the Purchasers proportionately.

i. The Purchaser agrees that he/she/they shall bear all the expenses such as stamp duty, registration fees, all cost and expenses in connection with the preparation and execution of the Conveyance in respect of the said land and building thereon in favour of the said society, proportion to the respective floor areas of their respective Row House/Flat/Shop with all other Row House/Flat/Shop purchasers in the said Row House / building.

j. In the event of the Corporate Body being formed and registered before the sale and final disposal by the developers of all the Row House/Flat/Shop in the said Row House/building the powers and authority of the corporate body as formed or Row House/Flat/Shop purchaser and other Row House/Flat/Shop Purchasers shall be subject to the overall control of the developers in respect of any other matters concerning the said Row House / building, the construction and completion thereto and all amenities pertaining to the same. In particular, the developers shall have the absolute right, control and authority regarding to the unsold Row House/Flat/Shop or other units and the disposal thereof. The builder will not bear the maintenance cost of the unsold Row House/Flat/Shop.

k. The Developers will also control the management of the Row House / building, realization of the outgoing and the disbursement of the payments to be made till the formation of the society and the Row House/Flat/Shop Purchasers along with other Row House/Flat/Shop Purchasers and / or Corporate body will have No - Objection to the same till the formation of the society on the said land and building is executed in favor of the Corporate Body as contemplated herein.

24. It is also agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace Row House/Flat/Shop in the said building, if any, shall belong exclusively to the respective Purchaser of the

terrace Row House/Flat/Shop and such terrace space are intended for the exclusive use of the respective terrace flat Purchaser. It is also agreed by and between the parties that the Purchaser shall not enclose the said terrace till the permission in writing is obtained from the concerned local authority and the developers or society.

25. It is also agreed by and between the parties that the terrace above the building and open space surrounding the building within the said property shall belong exclusively to the Society when the conveyance is executed in favour of the said Society.

26. All the notices to be served on the Purchasers or developers as contemplated by this agreement shall be deemed to have been duly served if sent by Registered A.D or Under Certificate of Posting to the Purchasers at his/her/their address as specified/ mentioned above.

27. The flat Purchaser will not be entitled to any rebate and/or concession in the price of his/her/their flat/shop on account of the construction of additional floors in the said Row House/ building and/or on account of the construction of any other Row Houses/ buildings, structures etc, and/or changes, alternations and additions made in the building. The Purchaser shall not claim any deduction in the cost of his/her/their Row House/Flat/Shop on account of deletion of any item of construction as per his/her/their requirements in his/her/their Row House/Flat/Shop.

28. It is agreed by and between the parties that if any additional amenities are required by the flat Purchaser then in that event the flat Purchaser has to pay in advance the cost of such additional amenities as per the estimation prepared by the developers through his Architects and the decision of the developers in that regard will be final and binding.

29. If the planning authority intend to acquire a part or portion of the said land for the purpose of road widening or for any other purpose and in such event the compound wall of the building is to be demolished, then the developers shall not be liable to construct a new compound wall. The Row

House/Flat/Shop purchasers along with the other Row House/Flat/Shop Purchasers in the said Row House / building shall be liable for the construction of the compound wall at her/her/their own cost and expenses.

30. It is expressly agreed that any delay tolerated or indulgenance shown by the Developers in enforcing the terms and conditions of this agreement or any forbearance or giving time to the /flat Purchaser by the developers shall not to be constructed as a waiver on the part of the developers or any breach of non-compliance of any of the terms and conditions of this agreement by the Row House/Flat/Shop Purchaser nor shall the same in any manure prejudice the rights of developers.

31. It is expressly agreed that the Row House/Flat/Shop purchasers shall bear the cost of the Registration, Stamp Duty and other expenses, which may arise at the time of the registration of this Agreement.

32. The name of the said Project to be constructed on the said property shall be **"THE CHALETS AVENUE"** and shall not be changed without the written consent and permission of the developers.

33. It is expressly agreed by the purchaser that he/she/they will pay to the Developers that amount of Sales Tax / Value Added Tax / Service Tax/G.S.T. or any other taxes as may be applicable from time to time in respect of his flat at the time of the registration or after the registration of his/her/their Row House/Flat/Shop.

34. It is also understood and agreed by and between the parties hereto that Broachers printed by the Developers/Builders is only for advertisement, and all things shown in broacher are subject to approval of the respective authorities and will be changed if necessary. The discretion will remains with the Developers/Builders.

35. The Developers/Builders shall not be responsible for the consequences arising out of change in law or change in local authorities and other laws, rules, regulations etc.

36. The Purchaser/s hereby declare and confirm that he / she/they have entered into this agreement, after reading and having understood the contents of all the aforesaid exemption order, building permissions, deeds, documents, writings and papers and all disclosures made by the Developers/Builders to the Purchaser/s as regards the amalgamation of the said property with the other adjacent and abutting lands and with the full, clear knowledge and information thereof and subject to the terms, conditions and stipulations imposed or which may hereafter be imposed by the Municipal Council and all other concerned government bodies and authorities and also subject to the Developers/Builders right to make the necessary amendments, variations, modifications and / or changes therein and their right to avail, use, utilise, consume and exploit the entire balance and additional floor space index available on the said property as well as the transferable development rights as may be permissible by law and other benefits in floor space index on the said land.

37. The purchaser has seen the layout of the proposed building project, provisions for annexed buildings, further expanses etc. and has agreed and understood the common amenities like common roads, drainage, sewers, water pipe lines, street lights, gardens, temple, play ground, club house etc., shall be common property and shall be available for common use by all the buyers of the premises in the said project and accordingly the purchasers of the premises in the said project and the different common organisation will have unrestricted right of way in common spaces, roads, gardens, club house etc. and laying of pipelines, telephone and electric cables, sewerage and drainage line etc.

38. The present Agreement shall always be subject to the provisions contained in the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

THE SCHEDULE A ABOVE REFERRED TO:

ALL THAT PIECE AND PARCEL of land lying and situate at revenue village Sonivali Taluka Ambernath, Dist Thane in the Registration District Thane and Registration Sub- District Ulhasnagar, within the limits of Kulgaon Badlapur Municipal Council and bearing Gat No. 12, Hissa No.1, area admeasuring at about 0-40-0 H-R-P i.e. equivalent to 4000 Sq. Mtrs., or thereabouts and bounded as follows:

On or towards East : Rest of Land of Gat No. 12, Hissa No.1
On or towards West : Gat No. 129 and 130.
On or towards North : Rest of land of Gat No. 12, Hissa No.1.
On or towards South : Gat No. 12, Hissa No. 2.

SCHEDULE OF COMMON AREAS AND FACILITIES

Proportionate equal right to the immediate area abutting the main door after the landing on the said floor of the said flat (save and except parking space / garage and open space or portion of land in front of the shops and the same shall be exclusive facility to the shop owners.)

SCHEDULE ABOVE REFERRED TO:

Proportionate right along with all purchasers of premises in the said building in limited common areas and facilities .i.e. Staircase, Staircase landing, Terrace, Compound, Lobbies and Passage.

IN WITNESS WHEREOF the parties hereto have hereto subscribed their respective hands the day and year herein above written.

NAME	SIGNATURE	PHOTO
SIGNED AND DELIVERED By the withinnamed Developers **M/s. ASSETS REALITY** through its partner, **Mr. Ritesh V. Mishra** **SIGNED AND DELIVERED** By the withinnamed Purchaser/s **1) Mr.** _____ **2) Mrs.** _____		

In the Presence of:

1. _____

2. _____

R E C E I P T

RECEIVED of and from the withinnamed Purchaser/s **Rs._____/- (Rupees _____ only)** being the earnest money and part payment of sale consideration to be paid to us before execution hereof in the following manner:

Sr. No.	Name of the Bank & Branch	Cheque No.	Date	Amount
1				
2				
3				
4				
5				
			TOTAL:	

(This receipt valid is subject to realisation of above referred cheque/s)

We say Received

For **M/s. ASSETS REALITY**

PARTNER

WITNESSES:-

1. _____

2. _____

INTERNAL AMINITIES:

1. 24” X 24” Vitrified Flooring in Entire Flat.
2. Designer Main Door With Branded Hardware.
3. Well Finished Walls With Plastic Paint.
4. Electrical Points for AC and Heavy Applications.
5. Concealed Wiring With Modular Switches.
6. Anti-Skid Flooring in Flower Bed, WC and Bathroom.
7. Designer Tiles upto Full Height in Bathroom and WC.
8. ACP Doors in Bathroom and WC.
9. Hot and Cold Water Mixer Fittings in Bathrooms.
10. Best in Class Plumbing Fixtures & Fittings.
11. Rich Granite Kitchen Platform With S S. Sink.
12. Designer Tiles in Kitchen Upto Dado Level.