WARD NO.	:	7/15
VILLAGE	:	BELAVALI
SURVEY NO.	:	105A
HISSA NO.	:	3PART
PLOT NO.	:	15
BUILDING NAME	:	OM VATIKA
FLAT & FLOOR	:	_____
AREA	:	_____ sq. mtrs
AGREEMENT VALUE	:	_____/-

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE, MADE, ENTERED AND EXECUTED INTO ON THIS _____ DAY OF _____ 2017 AT BELAVALI, BADLAPUR (E), TALUKA AMBARNATH, DISTRICT THANE.

BETWEEN

M/S. OM SHIV ENTERPRISES, through its Partner MR. _____ Age _____ years**,** Occupation - Business, having address at Om Vatika , S. No.105A, Hissa No.3Pt., Swapna Nagari, Opp. Mhatre Garden, Badlapur, Ta. Ambernath, Dist. Thane 421503, hereinafter referred to as **"THE PROMOTERS/BUILDERS"** (Which expression unless repugnant to the context shall means and includes the heirs, successors, executors, administrators and assigns etc **OF THE ONE PART.**

AND

(1) MR/MRS _____,.
Age _____ years, Occupation _____ and

(2) MR/MRS _____,
Age _____ years, Occupation _____, residing at
_____
_____.

Hereinafter referred to as **"THE PURCHASER (S)"** (Which

expression unless repugnant to the context shall means and includes his/her/their heirs, executors administrators successors and assigns etc) **OF THE OTHER PART.**

WHEREAS,

(a) Originally, **MR. GANPAT TUKARAM GAIKWAD**, were the owners of the piece and parcel of Plot of land bearing Survey No. 105A, Hissa No. 3P, Plot No. 15, area admeasuring 471.58 sq.mtrs, Asst. 0Rs. 50 paise, situated at Village Belavali, Taluka Ambarnath, Dist Thane within the limits of the Kulgaon Badlapur Municipal Council as also within the Registration limits of the Sub-Registrar of Assurance Ulhasnagar II and IV and District Thane, hereunder for the sake of brevity referred to as the **"SAID PROPERTY".**

(b) Further by Mutation Entry 407 dated 20.09.1964, said **MR. GANPAT TUKARAM GAIKWAD,** died leaving behind him **1. MR. KACHARU GANPAT GAIKWAD, 2. MR. DHONDU GANPAT GAIKWAD, 3. MR. MARUTI GANPAT GAIKWAD, 4. MR. SUKHADEV GANPAT GAIKWAD, 5. MR. RAMCHANDRA GANPAT GAIKWAD, 6. MRS. SARUBAI GOPAL JADHAV, 7. MRS. GANGUBAI VALKU GORE,** as his legal heirs and the name of **MR. KACHARU GANPAT GAIKWAD,** mutated as HUF Karta of said property.

(c) Further the said property converted into Non Agricultural use by Order of Collector Thane dated 19.03.1983, bearing No. **REV/DESK-I/NAP-VII/IND/SR-472.**

(d) Further by Conveyance Deed dated 10.11.1983, the said **MR. KACHARU GANPAT GAIKWAD**, sold piece and parcel of Plot of land bearing Survey No. 105A, Hissa No. 3P, Plot No. 15, area admeasuring 471.58 sq.mtrs, lying and situated at Village Belavali, Taluka Ambarnath, Dist Thane within the limits of the Kulgaon Badlapur Municipal Council as also within the Registration limits of the Sub-Registrar of Assurance Ulhasnagar II and IV and District Thane, in favour of **MR. MORESHWAR LAXMAN DIWAN,** the said Conveyance Deed duly registered at Sub-Registrar Office Ulhasnagar, under serial No. 3248/1983. Further by Mutation Entry No. 3260 dated 01.10.2010, said **MR. MORESHWAR LAXMAN DIWAN,** mutated as owner of said property.

(e) Further by Conveyance Deed dated 07.04.2011, the said **MR. MORESHWAR LAXMAN DIWAN and MR. TUKARAM BARKU MHATRE**, sold piece and parcel of Plot of land bearing Survey No. 105A, Hissa No. 3P, Plot No. 15, area admeasuring 471.58 sq.mtrs, lying and situated at Village Belavali, Taluka Ambarnath, Dist Thane within the limits of the Kulgaon Badlapur Municipal Council as also within the Registration limits of the Sub-Registrar of Assurance Ulhasnagar II and IV and District Thane, in favour of **M/S. SHRIKRISHNA ENTERPRISES through Partner MR. DHIRAJ NARAYANBHAI PATEL,** the said Conveyance Deed duly registered at Sub-Registrar Office Ulhasnagar-2, under serial No. 3768/2011. Further by Mutation Entry No. 3427 dated 26.04.2011, said **M/S. SHRIKRISHNA ENTERPRISES through Partner MR. DHIRAJ NARAYANBHAI PATEL,** mutated as owner of said property.

(f) Further by Conveyance Deed dated 24.02.2017, the said **M/S. SHRIKRISHNA ENTERPRISES through Partner MR. DHIRAJ NARAYANBHAI PATEL**, sold piece and parcel of Plot of land bearing Survey No. 105A, Hissa No. 3P, Plot No. 15, area admeasuring 471.58 sq.mtrs, lying and situated at Village Belavali, Taluka Ambarnath, Dist Thane within the limits of the Kulgaon Badlapur Municipal Council as also within the Registration limits of the Sub-Registrar of Assurance Ulhasnagar II and IV and District Thane, in favour of **M/S. OM SHIV ENTERPRISES through Partner 1. MR. SOHAM PRAKASH KATE, 2. MR. BHARATKUMAR SHANTILAL JAIN,** the said Conveyance Deed duly registered at Sub-Registrar Office Ulhasnagar-4, under serial No. 221/2017.

(g) Further the said **M/S. SHRIKRISHNA ENTERPRISES through Partner MR. DHIRAJ NARAYANBHAI PATEL**, executed Power of Attorney dated 14.02.2017, in respect of piece and parcel of Plot of land bearing Survey No. 105A, Hissa No. 3P, Plot No. 15, area admeasuring 471.58 sq.mtrs, lying and situated at Village Belavali, Taluka Ambarnath, Dist Thane within the limits of the Kulgaon Badlapur Municipal Council as also within the Registration limits of the Sub-Registrar of Assurance Ulhasnagar II and IV and District Thane, in favour of **M/S. OM SHIV ENTERPRISES through Partner 1. MR. SOHAM PRAKASH KATE, 2. MR. BHARATKUMAR SHANTILAL JAIN,** the said Power of Attorney duly registered at Sub-Registrar Office Ulhasnagar-4, under serial No. 222/2017.

(h) Further the said **M/S. OM SHIV ENTERPRISES** for carrying out the construction of the proposed building upon the aforesaid property has applied accordance with plans and specifications to Kulgaon - Badlapur Municipal Council and Kulgaon - Badlapur Municipal Council vide its letter dated **31.08.2015**, under serial No. **5334, Unique No. 93,** approved and sanctioned and revised the plan and allotted the Commencement Certificate to them.

(i) In view of the aforesaid the Promoters are entitled to develop the Said Property. The Title of the said property in the hand of PromoterS have been certified by Advocate, **Mr. Kishor R. Nemade, vide his title certificate dated 01.03.2017**.

(j) The Promoters have enter into the standard agreement with Architect registered with the council of Architects and such agreement is as per the prescribed agreement by the council of Architects. The Promoters have also appointed a structural Engineer for the preparation of structural designs and drawing of the said building and the Promoters/Builders have accepted the professional supervision of the said Architect and Structural Engineer till the completion of the said building.

(h) The copy of the 7/12 Extract showing the name of the owners as the Owners of the said land annexed hereto.

(i) AND WHEREAS Promoter are entitled and enjoined upon to construct buildings on the project land in accordance with the recital hereinabove;

(j) AND WHEREAS the Promoters are in possession of the project land.

(k) AND WHEREAS the Promoter has proposed to construct on the project land under their project named and marketed as **"OM VATIKA "** (hereinafter referred to as **"the said Complex"**) on the said land bearing Survey No. 105A, Hissa No. 3P, Plot No. 15, area admeasuring 471.58 sq.mtrs, Asst. 0Rs. 50paise. situated at Village Belavali, Taluka Ambarnath, Dist Thane (more particularly set out and described in the **'FIRST SCHEDULE'** written hereunder)

(l) AND WHEREAS as per the sanction plans the Promoter has constructed and developed the following of buildings viz. Single Building Ground plus Fourth upper floors

(m) AND WHEREAS while sanctioning the said plans, Collector – Thane has land down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the promoters while developing the said land and the said buildings, which shall have to be duly observed and performed.

(n) AND WHEREAS Allotted/s is/are offered **Flat bearing No._____ on _____ Floor (along with the said Flat)** (hereinafter referred to as the **"SAID FLAT") of Building Known As "OM VATIKA "** (hereinafter referred to as the **"SAID COMPLEX"**) **which is to have total carpet area of _____ Sq.Mtrs.** constructed in the phase of said project by the Promoter.

(o) AND WHEREAS the Promoter has 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;

(p) AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no. _____ Authenticated copy is attached in Annexed "F".

(q) AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/ buildings.

(r) AND WHEREAS by virtue of the Deed of Conveyance the promoter has sole and exclusive right to sell the Flats (Apartments) in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the Allottee(s)/s of the Flats (Apartments) to receive the sale consideration in respect thereof;

(s) AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, deigns and specification prepared by the Promoter's Architects **M/s. Raj Associates** 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;

(t) AND WHEREAS the authenticated copies of Certificate of Title issued by the Advocate of the Promoter, authenticated copies of

extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Flats (Apartment) are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B; respectively.

(u) AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked a Annexure C-1.

(v) AND WHEREAS the authenticated copies of the sanctioned plans of the building by the Promoter and according to which the construction of the building and open pace are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2.

(w) AND WHEREAS the authenticated copies of the plans (Floor Plan) of the Flat agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure D.

(x) AND WHEREAS the Promoter has got some of the approvals from the concerned local authority (s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

(y) 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 Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

(z) AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

(za) AND WHEREAS the Allottee has applied to the Promoter for allotment of **Flat No. _____ On _____ Floor situated in the Project known as "OM VATIKA "** being constructed in the said Project.

(zb) AND WHEREAS the carpet area of the said Flat is _____ square meters and "carpet area" means the net usable floor area of Flat

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

(zc) 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;

(zd) AND WHEREAS, prior to execution of these presents the Allottee has paid to the Promoter a sum of **Rs. _____/- (Rupees _____ Only)**, being part of the flat agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

(ze) AND WHEREAS, the promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at _____ no, _____.

(zf) AND WHEREAS under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Flat (Apartment) with the Allottee, being in fact these present and also to register said Agreement under the Registration Act, 1908.

(zg) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allotee hereby agrees to purchase the Flat 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:-

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1. The Promoter shall construct the said building/s consisting of One Building and Still + ground + Four on the project land in accordance with the plan, deigns and specifications a approved

by the concerned local authority from time to time. Provided that the Promoter hall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Flat of the Allottee except any alteration or required by any Government authorities or due to change in law

1.1 (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **Flat No. _____ of Carpet Area admeasuring _____ Sq. meters on _____ Floor of Building**, known as **"OM VATIKA "** (hereinafter referred to as "the Flat") a shown in the Floor plan thereof hereto annexed and marked Annexure D for the consideration of **Rs. _____/- (Rupees _____ _____ Only)** including 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 Allottee hereby agrees to purchase from the promoter and the Promoter hereby agrees to sell to the Allottee Flat bearing Nos. _____ situated at _____ Ground and stilt and 4th Upper Floor being constructed in the layout for the consideration of **Rs. _____/- (Rupees _____ _____ Only).**

(iii) The Allottee hereby agrees to purchase from the promoter and the Promoter hereby agrees to sell to the Allottee covered parking space bearing Nos._____ situated at _____ Ground and stilt and 4th Upper Floor being constructed in the layout for the consideration of **Rs. _____/- (Rupees _____ _____ Only) .**

1.2 The total aggregate consideration amount for the Flat (Apartment) including garage/covered parking spaces is thus **Rs. _____/- (Rupees _____ Only).**

1.3 The Allottee has paid on or before execution of this agreement a sum of **Rs. _____/-(Rupees _____ _____ Only)** i.e. 10% of the total consideration as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of **Rs. ……/- (Rupees ……**

…… Only)
in the following manner :-

i. Amount of **Rs. ……../- (Rupees …… …… Only)** i.e. 20% of the total consideration to be paid to the Promoter after the execution of Agreement.

ii. Amount of **Rs. _____/- (Rupees _____ Only)**
i.e. 15% of the total consideration to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Flat I located.

iii. Amount of **Rs. _____/- (Rupees _____ Only)**
i.e. 5% of the total consideration to paid to the Promoter on completion of the 1st slabs of the building in which the said Flat is located.

iv. Amount of **Rs. _____/- (Rupees _____**
Only) i.e. 5% of the total consideration to paid to the Promoter on completion of the 2nd slabs of the building in which the said Flat is located.

v. Amount of **Rs. _____/- (Rupees _____**
Only) i.e. 5% of the total consideration to paid to the Promoter on completion of the 3rd slabs of the building in which the said Flat is located.

vi. Amount of **Rs. _____/- (Rupees _____**
Only) i.e. 5% of the total consideration to paid to the Promoter on completion of the 4th slabs of the building in which the said Flat is located.

vii. Amount of **Rs. _____/- (Rupees _____**
Only) i.e. 5% of the total consideration to paid to the Promoter on completion of the 5th slabs of the building in which the said Flat is located.

viii. Amount of **Rs. _____/- (Rupees _____ Only)** i.e. 5% of the total consideration to be paid to the Promoter on completion of the walls, internal plaster, flooring doors and windows of the said Flat.

ix. Amount of **Rs. _____/- (Rupees _____ _____Only)** i.e. 5% of the total consideration to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat.

x. Amount of **Rs. _____/- (Rupees _____ _____Only)** i.e. 5% of the total consideration to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces, with waterproofing of the building or wing in which the said Flat (Apartment) I located.

xi. Amount of **Rs. _____/- (Rupees _____ Only)** i.e. 10 of the total consideration to be paid to the Promoter on completion of the lift, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of the areas appertain and all other requirement as may be prescribed in the Agreement of sale of the building or wing in which the said Flat is located.

xii. Balance Amount i.e 5% of **Rs. _____/- (Rupees _____ Only)** against and at the time of handing over of the possession of the Flat (Apartment) to the Allottee on or after receipt of occupancy certificate or completion certificate.

The Cheque/D.D./P.O./RTGS/ to be drawn in favourof :

M/s. Om Shiv Enterprises
Account Number :-_____
IFSC Code :- _____
Bank :- _____

Branch :- _____

1.4. The total price above exclude Taxes (consisting of the tax paid or payable by the Promoter by way of GST, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of land carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Flat (Apartment).

1.5 The Total price is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost or levies imposed by the competent authorities etc. the Promoter hall enclosed 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.

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

1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing detail of the changes, if any in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allotte 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 hall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments

hall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

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

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project nd handing over the Flat (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 Promoter as provided in clause 1 (c) herein above ("Payment Plan").

3. The Promoter hereby declares that the Floor Spaces Index available as on date in respect of the project land is ……. square meters only and Promoter 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 Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Flat (Apartment) based on the proposed construction and sale of Flats (Apartments) to be carried out by the Promoter by

utilizing the proposed FSI and on the understanding that the declare proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Flat (Apartment) to the Allottee, the Promoter 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 Promoter, interest as specified in the rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2 Without prejudice to the right of promoter 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 Promoter under this Agreement (including his/ her proportionate share of taxes levied by concerned local authority and other outgoing) and on the allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or beaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice the at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Flat (Apartment) which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fitting with regard to the flooring and sanitary fittings and amenities like one or more lifts with particularly

brand, or price range to be provided by the Promoter in the said building and the Flat (Apartment) as are set out in Annexure 'E', annexed hereto.

6. The Promoter shall give possession of the Flat (Apartment) to the Allottee on or before ..... day of ..... 20..... If the Promoter fails or neglects to give possession of the Flat (Apartment) to the Allottee on account of the reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Flat (Apartment) with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat (Apartment) on the aforesaid date, if the completion of building in which the Flat (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.

7.1 **Procedure for taking Possession** – the Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the allottee as per the agreement shall offer in writing the possession of the Flat (Apartment), to the Allottee to the Allottee in terms of this Agreement to be taken within 3 (Apartment), to the Allottee in terms of this Agreemnt to be taken within 3 (Three months from the date of issue of such notice and the Promoter shall give possession of the Flat (Apartment) to the Allottee. The Promoter agrees and undertakes to indemnify the allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Flat (Apartment) within 15 days of the written notice from the Promoter to the Allottee

intimating that the said Flats (Apartments) are ready for use and occupancy:

7.3 **FAILURE OF ALLOTTEE TO TAKE POSSESSION OF FLATS/ SHOPS (APARTMENTS) :**

Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Flat (Apartemnt) 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 (Apartment) to the Allottee. In case the Allotte 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 Flat (Apartment) to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Flat (Apartment) or the building in which the Flat/ Shop (Apartment) are situated or any defects on account of workmanship, quality or provision of service then whenever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. The Allottee shall use the Flat (Apartment) or any part thereof or permit the same to be used only for purpose of residence/ office/showroom/godown for carrying on any industry or business. (strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s) of Flats (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 Promoter may decide and for this purpose from also 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 on the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed .Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee so as to enable the Promoter to

register the common Organization of Allottee. No objection shall be taken by the Allottee 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.

9.1 The Promoter shall, within three months of registration of Society or Association or Limited Company, as aforesaid, cause to be transfer to the society or Limited Company all the rights, 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 (Apartment) is situated.

9.2 The 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 Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Flat (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 Flat (Apartment)] of outgoing in respect of the project land and Buildings 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, 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/s. Until the society or Limited Company is formed and the said structure of the building/s 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 Promoter provisional monthly contribution of Rs. _____/- per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/ assignment of lease of the structure of the building or wings is executed in favour of the society or a Limited Company as aforesaid. On such conveyance /assignments 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 Promoter 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 Promoter, the following amounts:-

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

(ii) Rs_____/- 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 outgoing of Society or Limited Company/ Federation/Apex body.

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

(vi) Rs. _____/- for deposites of electrical receiving and Sub Station provided in Layout.

11. The Allottee shall pay to the 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 Apes 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 or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter the Allottee's share of stamp duty and registration charges payable, by the said society or Limited Company on 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 the registration of conveyance or Lease of the project land, the Allottee shall pay to

the Promoter, the Allottee share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

The Promoter hereby represents and warrants to the Allotee as follows:

i. The Promoter has clear and marketable title with respect to the project land; as declares in the title report annexed to the 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/wings are valid and subsisting 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 Promoter 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 Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

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

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat (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 Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order notification (including any notice for 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.

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

i. To maintain the Flat (Apartment) at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat (Apartment) is taken and shall not do or suffer to be done anything in or to the building in which the Flat (Apartment) 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 Flat (Apartment) is situated and the Flat (Apartment) itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Flat (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 Flat (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 Flat (Apartment) is situated, including entrances of the building in which the Flat (Apartment) is situated and in case any damage is caused to the building in which the Flat (Apartment) is situated or the Flat (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 his own cost all internal repairs to the said Flat (Apartment) and maintain the Flat (Apartment) in the same condition, state and order in which it was delivered by the promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Flat (Apartment) is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Flat (Apartment) or any part thereof, not at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat (Apartment) or any part thereof nor any alteration in the elevation and outside Colour scheme of the building in which in Flat (Apartment) is situated and shall keep the portion, sewer, 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 flat (Apartment) is situated and shall not chisel or in any other manner cause damage to column, beams, walls, slabs, o RCC, paradise or other structural members in the flat (Apartment) 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 render void or voidable any insurance of the project land and the building in which the Flat (Apartment) is situate 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 Flat (Apartment) in the compound or any portion of the project land the building in which the Flat (Apartment) is situated.

Vii. Pay to the promoters within fifteen days of demand by the promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the flat (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 use of the flat (Apartment) by the Allottee for any any purpose for which I s 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 flat (Apartment) unit all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulation which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alteration or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats /Shops (Apartment) therein and for the observance and performance of the Building Rules, Regulation and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/ Apex Body/ Federation regarding the occupancy and use of the Flat (Apartment) in the Building and shall pay and contribute regularly and punctually toward the taxes, expense or other out- going in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Flat (Apartment) is situated is executed in favour of Society/ Limited Society, the Allottee shall permit the Promoter and their surveyor and agents, With or without workmen and other, at all

reasonable time, to enter into and upon the said buildings or any part thereof to vie and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Flat (Apartment) I situated is executed in favour of Apex Body or Federation the Allottee shall permit the promoters and their surveyor and agents, With or without workmen and other, at all reasonable time, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of ums received by the Promoter from the Allottee a 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 charge and shall utilize the amount only for the purpose 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 Flats/Shops (Apartment) or of the said Plot and building or any part thereof. The Allottee hall have no claim save except in respect of the Flat (Apartment) hereby agreed to be sold to him and all open spaces, parking spaces, lobbies staircases, terraces recreation space, will remain the property of the Promoter until the said structure of the building I transferred to the Society/ Limited Company or other body and until the project land is transferred to the Apex Body/ Federation as hereinbefore mentioned.

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

After the Promoter execute this Agreement he shall not mortgage or create a charge on the *(Apartment) and if any such mortgage or charge is made or created then notwithstanding anything contained in any other la for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee ho has taken or agreed to take such (Apartment/plot).

18. **BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee sings and delivers this Agreement with all the firstly, the Allottee sings and delivers this Agreement with all the schedules along with the payment due as

stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the allottee and secondly, appear for registration of the same before concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(S) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub- Registrar for its registration as and when intimated by the promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) day from the date 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 without any interest or compensation whatsoever.

19. **ENTRE AGREEMENT**

This Agreement, along with its schedules and annexure, constitute 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. **PRIVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALIOTTEES**

It is clearly understood and so agreed by 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/Plot) in case of a transfer, as the said obligation go along with the (Apartment/plot) 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 Rule and Regulations made there under or other applicable laws, such provisions of the Agreement shall be deemed amended deleted in so far as

reasonably inconsistent with purpose of this Agreement and to the extent necessary to conform to Act or the Rule 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.

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

Wherever in this Agreement it is stipulated that 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/plot) to the total carpet area of all the Flats/shops (Apartment) in the Project.

24. **FURTHER ASSURANCE**

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 action specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. **PLACE OF EXECUTION**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in _____ After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at _____

26. The Allottee and /or Promoter 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 Promoter will attend such office and admit execution thereof.

27. That all notice to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered

Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee _____

(Allottee' Address)_____

_____

Notified Email ID : _____

M/s Promoter name: _____

a partnership Firm Through

its partner _____

having its office at: _____

_____

Notified Email ID: _____

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered post failing which all communication and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

28. **JOINT ALLOTTEE**

That in case there are Joint Allottee all communication shall be ent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as property served on all the Allottees.

29. **Stamp Duty and Registration :**

The charges 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 RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. **GOVERNING LAW**

That the right and obligation of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the law of india for the time being in force and the C.J.J.D. Ulhasnagar and C.J.S.D. Kalyan court 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 _____ in the presence of attesting witness, signing as such on the day first above written.

THE FIRT SCHEDULE ABOVE REFERRED TO:

That piece of land lying being and situated at situated at Village Belavali, Taluka-Ambernath, District-Thane, Maharashtra: within the local limit of Kulgaon Badlapur Municipal Council bearing **Flat No. _____ on _____ floor of building known as " OM VATIKA " which is to have Total carpet area of _____ sq. Mtrs. Constructed on Survey No. 105A, Hissa No,3Pt., Plot No. 15, Area Admeasuring 471.58 sq. mtrs., Asst. 0R-50Paise.**

And collectively bounded as follows :-

On as Towards East –

On as Towards West –

On as Towards North –

On as Towards South -

THE SECOND SCHEDULE ABOVE REFERRED TO:

Proportionate common area and ficilities area of immediate landing area abutting the main door after landing on the said floor prorate right along with all flat purchasers of the premises in the said property in limited common area i.e. to say staircase, lift, landing entrance hall, terrace, Compound lobbies passage, open parking area etc.

IN WITNESS WHEREOF the parties have set and subscribed their respective hands and seals to this writing on the day and the year first hereinabove mentioned.

SIGNED, SEALED AND DELIVERED BY)
withinnamed **THE PROMOTERS/** **)**
BUILDERS M/S. OM SHIV ENTERPRISES **)**
through its Partner)
MR._____ **)**

AND

SIGNED, SEALED AND DELIVERED BY)
withinnamed **PURCHASERS**)

1) Mr._____)
PAN CARD NO. _____)

2) Mrs. _____)
PAN CARD NO. _____)

WITNESSESS:-

1. Sign _____

   Name : _____

   R/at. : _____

   _____

   PAN CARD NO. _____

2. Sign _____

   Name : _____

   R/at. : _____

   _____

   PAN CARD NO. _____

RECEIPT

RECEIVED of from the Flat Purchaser/ Allottee above named the sum of Rs ……../- (Rupees…… only) by cheque in following manner:

Date	Amount	Cheque No./Cash	Name of Bank

In Regarding Flat No…….. on…….. floor of Building known a "OM VATIKA " which is to have Total carpet area of …….. sq. Mtrs. CONSTRUCTED ON Survey No. 105A, Hissa No. 3P, Plot No. 15, area admeasuring 471.58 sq.mtrs, Asst. 0Rs. 50 Paise situated at Village Belavali, Taluka Ambarnath, Dist Thane, within local limit of kulgaon Badlapur Municipal Council being the sum of earnest part payment paid to us as within mentioned.

Rs……../-

I Say Received

M/s. OM SHIV ENTERPRISES
Through Its Partnes

SHRI _____
THE PROMOTER

Witness :

Sign _____
1.Name : _____
R/at. :_____
_____
PAN CARD NO. _____

Sign _____
2.Name : _____
R/at. : _____
_____
PAN CARD NO. _____

ANNEXURE - E

LIST OF AMENITIES

- Earthquake Resistant RCC Structure
- Attractive Entrance Lobby
- External Wall 6 Bricks & Internal Wall 4'Brick
- Gypsum Type finish in all Internal Wall
- Vitrified Tiles with Skirting in flooring (Size 24' x 24')
- Granite Platform in Kitchen With Stainless Steel Sink
- Glazed Tiles in Bathroom & W/c. with Concealed good Quality Fitting
- POP Ceiling in Living Room
- Green Marble in al Windows.
- Aluminum Sliding with Powder Coated
- Good Quality Concealed electrical wiring.
- OBD Colour in Interior & Cement Paint in exterior
- C.C. T.V. Camera System in Lobby

Exclusive facility	* Inc. Balcony adm. _____ Sq.Mtrs. Open Terrace _____ Sq.Mtrs. C.B. _____ Sq.Mtrs. W.S. _____ Sq.Mtrs.

ANNEXURE A

Title Certificate issued by advocate of promoter.

ANNEXURE B

(Authenticated copies of Property Card of extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/ original Owner/Promoter to the project land).

ANNEXURE C-1

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE C-2

(Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE –D

(Authenticated copies of the Plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE – F

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

[Builders Letter Head]

Date:

_____

PROVISIONAL ALLOTMENT LETTER

Mr _____
_____
_____
PAN NO.:

Dear Sir,

Sub: Provisional Allotment of Flat No._____ admeasuring _____ Sq. Feet carpet area approximately equal to _____ Sq. Metres on _____ floor, in the project known as "OM VATIKA" Situated at S. No.105A, Hissa No.3Pt., Plot No.15, Swapna Nagari, Belavali Village, Badlapur (E) Thane - 421503.

Area : _____
Flat No : _____
Total Values : _____

1. With reference to your provisional Allotment of the said flat and upon you handing over to us the cheque of Rs. _____/- Cheque No . _____ Dated _____, drawn on _____Bank, _____ Branch towards the initialdeposit amount we acknowledge the receipt of the same.
2. It is agreed and understood that the allotment of the said flat is only provisional.
3. You have also agreed and confirmed that you shall execute a written agreement for sale in respect of

   The said flat, subject to making 10 percent of the total value of the said flat or as and when called to

   You for executing the agreement, whichever is earlier.
4. You are aware that we are entitled to develop and construct a residential complex as per prevailing DC Regulation of Kulgaon Badlapur Municipal Council (KBMC) called 'Om VATIKA'; situated at S. No. 105A, H.No. 3Pt., Belavali Village , Swapna Nagari, Badlapur (E) Thane - 421503.
5. We also explained to you the development of the said property as and when permissionwould be available to us. We have also explained to you that the layout of the said property issubject to amendment and changes at our sole discretion and subject to final approval fromconcerned authorities.
6. The total consideration for the said flat is Rs _____/- (Ruppes _____
   _____). You hereby confirm the followingschedule of the payment and will make payment accordinglyin time. Time being essence of payment.In case of any failure on your part to make payment as per schedule given here in below we have a right to forfeit the amount paid by you and /or charge interest as per Real Estate(Regulation and Development) Act, 2016, up to the date of payment on amount due and shall beentitled to terminate the allotment of flat without giving any notice to you.

   Rs._____/- 10% As a earnest money / Booking Amount.
   Rs._____/- 15% On Execution of Agreement
   Rs._____/- 20% Oncompletion of Plinth
   Rs._____/-05% On completion of First slab.
   Rs. _____/- 05% On completion of Second slab.
   Rs. _____/- 05% On completion of Third slab.
   Rs. _____/- 05% On completion of Forth slab.
   Rs. _____/- 05% On completion of Fifth slab.

Rs. _____/- 05% On completion of the walls, internal plaster, Flooring masonry work of premises.

Rs. _____/- 05% On completion of tiles & other finishing work

Rs. _____/- 05% On completion of _____

Rs. _____/- 10% On completion of _____.

Rs. _____/- 05% On Possession of Flat

7. You have inspected the approved plans and title documents of the land; however we are entitled to modify the plans as required by Kulgaon Badlapur Municipal Council.

8. You also confirm that until the time of agreement is executed, you shall not have any right, title, interest in respect of the said flat and amount paid shall remain with us as a non-interest bearing deposit.

9. You hereby also agree and confirm that Rs _____ is payable over and above the cost of the flat, towards maintenance charges for ___ months which shall be paid by you at the time of possession plus GST applicable at the time of possession, the maintenance will be applicable from the date of OC/CC or possession for furniture work whichever is earlier.

10. You have agreed and confirmed that Rs. _____/- is payable by you overand above the cost of the said Flat towards betterment development charges, legal fees etc. Whichshall be paid as and when demand is made by us on that behalf and the said amount is non –refundable and is payable prior to registration of the Agreement for Sale.

11. We shall have full right and absolute authority and shall be entitled to at any time hereafter to change alter and amend the layout, plans, designs; elevation etc. of the OM VATIKA Project and you shall not have any objections in this regard.

12. The transaction covered by this agreement is understood to be a sale liable under the Goods and Services Tax as per the existing regulations. The GST or any other tax that is liable to be paid or may become liable to be paid in future under any statute Central to State shall be payable by the purchasers.

13. You are requested to sign in confirmation of accepting the terms as mentioned hereinabove by subscribing your signature on this letter and copy of this letter.

14. The carpet area shall include the door jams and RCC columns offset, however the actual carpet area on site shall differ coz of skirting, POP, Tiling, Plaster and you shall not object to such difference or be entitled to any remuneration for such difference in carpet area.

For OM SHIV ENTERPRISES

I/We agree and confirm the same

Authorised Signatory

_____

Notes:

a. Stamp Duty, Registration, GST, Service Tax, VAT charges are subject to change as per the Government

Norms, Registration of Agreement for sale should be done within 40 days from the date of booking

b. Stamp Duty & registration charges to be paid by the Purchaser. Subject to change without prior

intimation.

c. Rs._____/- Agreement Scanning Charges will be charged at the time registration.

d. Time for Payment of Installments, Deposits and charges is of essence. You are aware that interest

applicable as per The Real Estate (Regulation and Development) Act, 2016 (RERA) is payable on all
delayed payments.

e. Alteration of the Windows, Grills External Elevation, and façade is strictly not allowed.

f. Please provide 1 Passport size Photo of applicants, original and photocopy of address proof PAN
Card, Driving license, Passport, ration Card Voter ID, Aadhaar Card, Proof of Indian Origin (Any One).

g. Booking amount Rs._____/-.

h. Flat is not transferable till the time of Possession