

SALE AGREEMENT

This Agreement made at _____, on this ____ day of _____ 2014 between **M/s. KUBER ABHIRAJ INFRA**, a Partnership Firm, through its Partner/s Dinesh Ramanlal Patel, Age about 36 years, Occupation – Business, having office at Kuber Ganraj, Survey no.166 Hissa No.2 mauje Titwala, Tal. Kalyan, Dist. Thane, hereinafter referred to as “**The Promoter**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include her legal heirs, executors, administrators, successors and assigns) of the **ONE PART**

AND

Shri. _____ & Mrs. _____,
 Age about _____ years, Occupation – Service / Business,
 residing at _____
 present hereinafter referred to as "**The Flat purchaser**"
 (which expression shall unless it be repugnant to the context
 or meaning thereof be deemed to mean and include their legal
 heirs, executors, administrators, successors and assigns) of
 the **OTHER PART**;

WHEREAS the property bearing S. No. 155, H. No. 2 (b) (p),
 admeasuring 1H-70AAR-32P approximately 17,732 Sq. Meters
 and S. No. 166, H. No. 2 admeasuring 55 gunthas and 9 AAR
 (as contained in the Schedule written under GOP dated
 15-3-2013 registered under Sr.No. 1223 / 2013) that is
 approximately 5,590 Sq. Meters, lying, and situate at Revenue
 Village Titwala, Taluka Kalyan, Dist. Thane and within the
 Registration District Thane and Sub-Registration District-
 Kalyan was originally owned and seized of and possessed by
 (1) Shri. Sunil Anant Kismatrao, (2) Shri. Sudhir Anant
 kismatrao, (3) Smt. Alka Anant Kismatrao, (4) Smt. Alpana
 Anant Kismatrao, (5) Shri. Suresh Balkrishna Kismatrao, (6)
 Smt. Pratiksha Pravin Kondalekar, (7) Smt. Varsha Vasant
 Manore, (8) Smt. Ankita Anant Chaudhary, (9) Smt. Devyani
 Dattatray Gandhe, (10) Smt. Mohini Gopal Gaurav, (11) Smt.
 Sunita Pandharinath Dalal, (12) Smt. Taramani Narayan
 Gandhe, (13) Shri. Ramesh Balkrishna Kismatrao, (14) Smt.

Rachna Ramchandrd Shete, (15) Smt. Ashwini Anant Kothimbire, (16) Smt. Pallavi Prakash Mhatre and (17) Shri. Gajanan Parshuram Kismatrao, the aforesaid vendors had acquired the absolute right, title and interest in respect of abovementioned property;

AND WHEREAS the property bearing S.No. 155, H. No. 2 (a) (p), admeasuring 1H-28 AAR that is approximately 12800 Sq. Meters or thereabout lying, and situate at Revenue Village Manda (Titwala), Taluka Kalyan, Dist. Thane and within the jurisdiction of Sub-Registration District- Kalyan and Registration District Thane was originally owned, seized and possessed by (1) Shri. Dattatray Govind Kismatrao, (2) Shri. Vilas Dattatray Kismatrao and (3) Shri. Vijay Dattatray Kismatrao were the original Vendor and were well and sufficiently entitled and seized and possessed of, and had acquired the absolute right, title and interest in respect of the said property;

AND WHEREAS (1) Smt. Prajyoti Prakash Ambavane nee Ms. Alka Anant Kismatrao and (2) Smt. Priyanka Mohan Sakhre nee Ms. Alpana Anant Kismatrao had executed Irrevocable Power of Attorney dated 15/10/2007, in favour of their brother Shri. Sunil Anant Kismatrao in respect of property bearing S. No. 155, H. No. 2 (b) (p), lying and situate at Revenue Village Manda (Titwala), Taluka Kalyan, Dist. Thane and other ancestral property, duly registered under Serial No. _____ in the officer of Sub-Registrars office at Kalyan, Dist. Thane

AND WHEREAS (1) Smt. Pratiksha Pravin Kondlekar, (2) Smt. Varsha Vasant Manore, (3) Smt. Ankita Anil Chaudhari, Smt. Devyani Dattatray Gandhe, (4) Smt. Mohini Gopal Gurav, (5) Smt. Sunita Pandharinath Dalal and (6) Smt. Tarabai Narayan Gandhe had executed Irrevocable Power of Attorney dated 15/10/2007, in favour of their brother Shri. Suresh Balkrushna Kismatrao in respect of property bearing S. No. 155, H. No. 2 (b) (p), lying and situate at Revenue Village Manda (Titwala), Taluka Kalyan, Dist. Thane and other ancestral property, duly registered under Serial No. _____ in the officer of Sub-Registrars office at Kalyan, Dist. Thane

AND WHEREAS Smt. Rachana Ramchandra Shete, Smt. Ashwini Anant Kothimbire and Smt. Pallavi @ Anjali Prakash Mhatre had executed Irrevocable Power of Attorney dated 01/01/2008, in favour of their brother Shri. Kailas Gauru Kismatrao in respect of property bearing S. No. 155, H. No. 2 (b) (p), lying and situate at Revenue Village Manda (Titwala), Taluka Kalyan, Dist. Thane and other ancestral property, duly registered under Serial No. _____ in the officer of sub Registrars office at Kalyan, Dist. Thane

AND WHEREAS the Original Vendors desirous to develop the aforesaid property as the surrounding and neighbouring properties have been already developed and/ or under the process of Development

AND WHEREAS the Original Vendors viz. (1) Shri. Sunil Anant Kismatrao, and 17 others were unable to maintain and

develop the said property due to financial inability and lack of knowledge in the said field and further owing to the reason that Original Vendors had agreed to transfer the above said property along with other properties and consequently did transfer the same in favour of Shri. Shivraj Komal Singh vide Sale Deed dated 18/01/2008 for valuable consideration alongwith other properties specifically mentioned therein and the Sale Deed duly registered under Sr. No. 2577/2010 in the office of Joint Sub-Registrar, Kalyan, Dist. Thane.

AND WHEREAS the Original Vendors viz. (1) Shri. Dattatray Govind Kismatrao and 2 others were unable to maintain and develop the said property due to financial inability and lack of knowledge in the said field and further owing to the reason that Original Vendors had agreed transfer the above said property along with other properties and consequently did transfer the same in favour of Shri. Shivraj Komal Singh vide Sale Deed dated 18/01/2008 for valuable consideration specifically mentioned therein duly registered under Sr. No. 2578/2010 in the office of Joint Sub-Registrar, Kalyan, Dist. Thane.

AND WHEREAS Shri. Shivraj Komal Singh had purchased the property with an intention to develop the same by constructing buildings thereon in accordance with the plans to be sanctioned by the Local Authorities and on purchasing the properties from original Vendors mentioned hereinabove, had proposed to develop the said two pieces of land or property bearing different survey numbers jointly, as contained in the respective Deeds of Sale.

AND WHEREAS Shri. Shivraj Komal Singh found it difficult to develop the said property as said above and is not in a position to develop the said properties owing to lack of expertise knowledge in civil construction and financial crises, he desired and intended to assign the Development Rights to and in favour of M/s. Kuber Abhiraj Infra the Promoters mentioned hereinabove and accordingly he assigned the Development Rights in respect of the property bearing S. No. 166, H. No. 2, admeasuring 4341.63 sq. mtrs. from and out of the piece of land admeasuring 5285.00 sq. mtrs. as per the construction permission (IOD) No. KDMC/NRV/BP/KV/2013-14/68 dated 11/06/2013 and Commencement Certificate (C.C.) KDMC/NRV/BP/KV/2013-14/68/76 dated 06/06/2014 No. given by Asst. Town Planner, Kalyan Dombivli Municipal Corporation, Kalyan more particularly described in the Schedule written hereunder, vide Development Agreement between the parties thereto dated 15/03/2013, duly registered under Sr. No. KLN-3/1222/2013 in the office of Joint Sub-Registrar, Kalyan, Dist. Thane.

AND WHEREAS in pursuance of Development Agreement dated 15/03/2013 Shri. Shivraj Komal Singh has executed an Irrevocable General Power of Attorney duly registered under Sr. No. KLN-3/1223/2013 on 15/03/2013 in the office of Joint Sub-Registrar, Kalyan, Dist. Thane, in favour of the three partners of the said Partnership firm namely M/s. Kuber Abhiraj Infra, by name (1) Smt. Archana Kundan Mhatre, (2) Shri. Sunil Laxman Patel and, (3) Shri. Dinesh Ramanlal Patel, empowering the said Partners on behalf of the

Partnership Firm to do the acts as contained in the said Irrevocable General power of Attorney;

AND WHEREAS the Promoters/ Developers M/s. Kuber Abhiraj Infra a Partnership Firm is entitled to develop the said property bearing S.No. 166 H. No.2 admeasuring 4341.63 sq. mtr. from and out of a large contiguous piece of land by constructing building/s thereon having various residential flats or commercial shops or garages, and shall be entitled to sell such said residential flats/ commercial shop/s, gala/s, etc. only on condition that save and except 47% of the total construction of building/s constructed on the said property having handed over and given in possession thereof to the said owner Shri. Shivraj Komal Singh, more particularly described in the schedule under the Development Agreement dated 15/03/2013 referred to hereinabove;

AND WHEREAS the Original Vendors/ Owners have assured to obtain and produce permission/s as contemplated under provisions of section 43 of Bombay Tenancy and Agricultural Land Act, from the Authority concerned, and it shall be produced on or before execution and registration of final Conveyance to be executed and registered in favour of Association or Company or Co-operative Housing Society formed by the Flat Purchasers, if found necessary.

AND WHEREAS the property mentioned in the Schedule written hereunder is N.A. land and the said Order is obtained by the Promoters/Developers/Owner vide order No.

REV./KAKSH-1/T-7/NAP/TITWALA-KALYAN/SR/161/2013 dated 22-May-2014 from the office of Collectorate, Thane.

AND WHEREAS the Promoter / Developer has obtained necessary permissions for the purpose of developing the said property by constructing building/s thereon from the Authorities concerned and have also obtained Plans and specifications duly sanctioned from the Kalyan Dombivli Municipal Corporation;

AND WHEREAS on satisfying himself / herself about the plans and other terms and conditions including the Title, the Purchaser hereby agrees to purchase **Flat No. _____ on _____ Floor, '____' Building** in the Project known as "KUBER GANRAJ" and more particularly described in the Schedule hereunder written for a total purchase price or agreed consideration of Rs. _____ (Rupees _____) The said premises forms a part of the Promoters/Developers allocations and hence the promoters/Developers have full right and absolute authority to sell the said premises to the prospective Purchaser.

AND WHEREAS the Promoters/ Developers have proposed to construct building or buildings on the said land or property in accordance with the Plan/ Plans, specifications and R.C.C. details Sanctioned by Kalyan Dombivli Municipal Corporation as contemplated under provisions of the Maharashtra Municipal Corporation Act, Development Control Rules, Maharashtra Regional and Town Planning Act and other laws of the land;

AND WHEREAS the Promoters/ Developers shall carry out the construction work of the building or buildings comprising various residential flats of diverse interests and commercial shops, garages, parking slots etc., as per the Plan sanctioned by the said authority showing stilt and 12 (Twelve) upper floors or multistoried buildings having ground floor and 12 (Twelve) upper floors comprising **96 (Ninety six)** residential flats.

AND WHEREAS the Promoters/ Developers have appointed a structural engineer of reputation and experience for the preparation of the structural design and drawings of the buildings.

AND WHEREAS in pursuance of the said Development Agreement the Promoters/ Developers alone have sole and exclusive right to sell the flats/ Commercial Shop/ Garage Purchaser in the said building/s to be constructed by the Promoters/Developers on the said land and are entitle to enter into agreement/ s with the flat/ commercial shop/ garage purchaser/s and to receive consideration or purchase price of such said flat or commercial shop and/ or garage together with other charges, if any, due and payable as contained herein below.

AND WHEREAS the Flat/ commercial Shop/ Garage Purchaser demanded from the Promoters/ Developers and the Promoters/ Developers have given him/her inspection of all the documents relating to the said land, the Development

Agreement and the plans, designs and specifications prepared by the Architect by name M/s. **VASTUSHILP ARCHITECTS AND INTERIOR DESIGNERS** appointed by Promoters/Developers and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (**RERA**) (hereinafter referred to as "the said Act") and the rules made there under.

AND WHEREAS the copies of Certificate of Title issued by the Advocate of the Promoters/ Developers, copies of Property card or extract of Village Forms VI or VII and XII extracts or any other relevant revenue record showing the nature of the title to the property and development rights of the Promoters/ Developers to the said land on which the building/s is/are constructed or are to be constructed and the copies of the plans and specifications of the Flat/ commercial shop/ garage agreed to be purchased by the respective Purchaser, as approved by the local authority concerned have been annexed hereto and marked Annexure accordingly;

AND WHEREAS the Local Authorities concerned and/ or Government have laid down certain terms and conditions and stipulations and restrictions while sanctioning the said plans of building construction and specification and R.C.C. designs, which are strictly to be observed and performed by the Promoters/ Developers while developing the said property or land and the said building/ buildings and upon due observance and performance of which only the completion and occupation certificates in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoters/Developers have accordingly commenced the construction work of the said building/s in accordance with the said plans/ specifications/ R.C.C. designs sanctioned by the Kalyan Dombivli Municipal Corporation and/or Local Authority concerned.

AND WHEREAS the flat purchaser approached the Promoters/Developers for allotment of Flat No. ____ on ____ floor in building No. _____ constructed on the property more particularly mentioned in the Schedule written hereunder;

AND WHEREAS the Flat/Commercial Shop/ Garage Purchaser has paid to the Promoters/Developers a sum or amount of Rs. _____ (Rupees _____ **only**) being part payment of the consideration or purchase price of the flat/commercial shop/ garage agreed to be purchased by him/ her and sold to him/ her by the Promoters/ Developers, on or before the day and date of execution of these presents (the payment and receipt whereof the Promoters/Developers doth hereby admit and acknowledge) which shall, in no event exceed twenty percent (20%) of the purchase or sale price of the flat/ commercial shop/ garage, agreed to be purchased by the said purchaser and sold by the Promoters/ Developers to the Flat/Commercial Shop/ Garage Purchaser, and the Flat/ Commercial Shop/ Garage Purchaser has agreed to pay to the Promoters/Developers balance of the said consideration in the manner hereinafter appearing.

AND WHEREAS as contemplated under provisions of Section 4 of the said Act, the Promoters/Developers are required to execute a written agreement for sale of said flat/ Commercial Shop/ Garage in favour of the flat/ Commercial Shop/ Garage Purchaser, being in fact these presents, and also to register said agreement under the Registration Act, and accordingly, the Promoters/ Developers doth hereby agree to present this Agreement for registrations as required under law.

AND WHEREAS now both the parties are desirous of recording the terms and conditions of these presents so reached between them.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **It is hereby agreed to by and between the parties hereto and the parties hereto declared that** this Agreement shall always be subject to the provisions contained in the Real Estate (Regulation and Development) Act 2016 **(RERA)** and Rules made there under or any amendment thereto or re-enactment thereof for the time being in force or any other provisions of law applicable for time to time.
2. **It is hereby mutually agreed to by and between parties hereto that** the Promoter shall construct a building on the said property in accordance with the said plans, designs and specifications approved and

sanctioned by the Kalyan Dombivli Municipal Corporation and other Authorities concerned, with variations and modifications as the said Promoters/Developers may consider necessary or desirable as may be required by the Kalyan Dombivli Municipal Corporation or Local Public Body or any other Authority concerned to be made by them and/or any other change or alteration which the Promoters/ Developers in their absolute discretion may deem fit, proper and necessary either in the whole building or part thereof or in the premises and the **purchaser hereby gives irrevocable consent to the promoter** to incorporate all such changes, variations, modifications etc. as may be required by the Kalyan Dombivli Municipal Corporation or any other Authority concerned.

3. The Purchaser doth hereby specifically agree with the Promoters/Developers that the Promoters/Developers shall be entitled to make any such changes, additions, variations, alteration, amendments and modifications therein as may be necessary or required to be done as per the provisions of law and as notified by the Kalyan Dombivli Municipal Corporation or public Body or any other Authority concerned.
4. **It is hereby mutually agreed to by and between the parties hereto that** the said Premises forms a part of the Promoters/Developers allocations and hence the promoters have full right and absolute authority to sell the said premises to the purchaser. The purchaser/s

has/have prior to the execution of the present Agreement satisfied himself/ herself/ themselves about the title of the Promoters/Developers to the said property described in the **First Schedule** hereunder written and the Promoter's/developers' right to sell the such said premises viz. residential Flats/ Commercial Shop/ Garage mentioned herein.

The purchaser doth hereby agrees/s to purchase **Flat No. ____** on the **____ Floor**, in **'____' Building** admeasuring about **____ sq. Ft. Carpet or thereabout (hereinafter referred to as the said premises)** in the project known as **"KUBER GANRAJ"** which is more particularly described in the **Second Schedule** hereunder written, for a Total agreed consideration of **Rs. _____ (Rupees _____ only)** on or before the execution of these presents as earnest amount towards the said Flat/ Commercial Shop/ Garage (the payment and receipt whereof the Promoters/ Developers herein do hereby admit and acknowledge and of and from the same discharge the purchaser/s forever) the Balance consideration of Rs. _____ (Rupees _____ only) shall be paid by the purchaser to the Promoters/Developers as per the schedule.

- 5. It is hereby mutually agreed to by and between the parties hereto that the payment of any of the instalment as per above Schedule will be accepted by Cheque/ Demand Draft/ Pay Order or by wire Transfer only. The Cheque/ Demand Draft/ Pay Order should be drawn on **"KUBER ABHIRAJ INFRA"****

6. **It is hereby mutually agreed** to by and between the parties hereto that the time for payment is an essence of contract. Whether the purchaser is availing the loan facilities from any financial institution or not, the Purchaser has unconditionally agreed to pay all the above installments due within 10 days from the due dates, failing which the purchaser/s **shall pay delayed payment (financial) charges at the rate of 15% p.a. till the full and final payment of installments**

7. It is hereby mutually agreed to by and between the parties hereto that in the event Promoters/Developers fails to deliver the possession of the said flat to and in favour of the Purchaser/s on or before the due date stated herein, the Purchaser/s shall be entitled to receive an amount of interest or delayed payment charges on the amount paid to the Promoters/ Developers calculated at the rate of 12% p.a. till the date of actual delivery of the said Flat to the purchasers.

8. **It is hereby mutually agreed to by and between the parties hereto that** the installments referred herein above and payable by the Purchaser/s be paid on the respective due dates as per the aforesaid time schedule without any delay or default as time in respect of the payment of installment in respect of all amounts payable under this Agreement are the essence of Contract. The Promoters/ Developers shall forward the correspondence to the Purchaser/s at the address given by the Purchaser/s in this Agreement.

9. **It is hereby mutually agreed to by and between the parties hereto that,** If the purchaser/s surrenders his/her/ their premises for any reason whatsoever of nature in any stage during the construction or the Purchaser commits the Default in making payment of any of the installments mentioned hereinabove and as a result whereof the Promoters/ Developers terminate the Agreement then in that event the Promoters/Developers shall resell the said Flat to such other prospective purchaser upon such terms and conditions and for such consideration as the Promoters/Developer may deem fit, necessary and proper.
10. It is hereby agreed to by and between the parties hereto that in case of any resultant loss due to the resale of the said flat/s shall be totally borne and paid by the purchaser/s alone. In addition to the said resultant loss the promoters shall be entitled to forfeit any amount from the total agreed consideration In this case the Purchasers shall be entitled for.
11. **It is hereby mutually agreed to by and between the parties hereto that** the Promoters/ Developers have agreed to and shall provide the amenities in the said Flat purchased by the Purchaser, as per the list of Amenities annexed hereto and Marked as **ANNEXURE "A"**
12. It is hereby mutually agreed to by and between the parties hereto that the Purchaser/s herein admit having

taken an inspection of all the documents required to be given by the promoter under the provisions of the Real Estate (Regulation and Development) Act 2016 (**RERA**).

13. It is hereby mutually agreed to by and between the parties hereto that the purchaser/s hereby agree and confirm that the Promoters/Developers have rights for the purpose as set out herein below and the promoter shall be entitled to exercise the same.

(a) **It is hereby mutually agreed to by and between the parties hereto that** the Promoters/Developers shall be entitled to change or modify or alter the plans and specifications, R.C.C. designs and/or vary the building plans or the lay out or sub-division plan/s as also the specification/s thereof.

(b) **It is hereby mutually agreed to by and between the parties that** the Promoters/Developers shall be entitled to consume such F.S.I./TDR as may be available in respect of the said property or any part thereof at present or in future and/or additional floors on the said property as the promoter shall think fit and proper in order to use Such full consumption of the available F.S.I./ TDR before execution of Deed of Conveyance/vesting documents in favour of the Society.

(c) **It is hereby mutually agreed to by and between the parties hereto that** the Promoters/Developers shall after consuming such balance and/or additional

F.S.I./TDR by constructing tenements on the said property be entitled to sell such tenements coming to their share for such permissible uses to such persons and such consideration as they may in their absolute discretion deem fit and proper.

- (d) **It is hereby mutually agreed to by and between the parties hereto that** the promoter shall be entitled to consume such balance or additional/ F.S.I./TDR Rules or by any special concession being granted by Kalyan Dombivli Municipal Corporation or any other authority.
- (e) **It is hereby mutually agreed to by and between the parties hereto that** that the purchasers have no objection to the Promoters/Developers developing the said property for commercial cum residential purposes.
- (f) **It is hereby mutually agreed to by and between the parties hereto that** the purchasers herein and all other purchasers of the flat in the said building shall not have any **individual/personal** right title claim or interest in respect of the open spaces, parking space, open areas, hoardings and common area of the building until it is transferred in—favour of such society and thereafter the same shall belong to the said society alone.
- (g) **It is hereby mutually agreed to by and between the parties hereto that** the percentage of undivided interest of the purchaser in the common areas and facilities limited or otherwise pertaining to the said flat

hereby agreed to be sold to the purchasers shall be in proportion to the areas of the said flat hereby agreed to be sold.

- (h) **It is hereby mutually agreed to by and between the parties hereto that** irrespective of the possession of the said flat being given to the purchasers and/or the Management of the said property being given to ad-hoc committee of the purchasers or not, the right under this clause and/or agreement reserved for the promoter to exploit the potential of the said property described in the first and second schedule hereunder written shall be subsisting and shall continue to vest with the promoter till **execution of** Deed of conveyance, vesting documents in favour of Co-operative society so formed and the promoter shall be entitled to execute the Deed of Conveyance/ vesting documents.

14. **It is hereby mutually agreed to by and between the parties hereto that** the Promoters/ Developers shall construct the said building / s consisting of stilt and 12 (Twelve) Upper floors on the said land in accordance with the sanctioned plans, R.C.C. designs, specifications approved by the local authority concerned and which have been seen and approved by the Flat Purchaser with such variations and modifications as the Promoters/ Developers may consider necessary or as may be required by the concerned local authority/ the Government to be made in them or any of them.

15. **It is hereby mutually agreed to by and between the parties hereto that** if Floor space Index (F.S.I.) is not consumed in full in construction of the said building and before the transfer of the property to the such society, if any, further F.S.I./ T.D.R. or construction on the said property is allowed in accordance with the rules and regulations of Kalyan Dombivli Municipal Corporation. Then the Promoter will be entitled to put such additional or other construction on the said property without any let or objection or hindrance by the Purchasers also to sell the same on ownership basis upon such terms and condition at their sole discretion as also to receive and appropriate the price in respect thereof.
16. **It is hereby mutually agreed to by and between the parties hereto that** the Flat Purchaser/s hereby agree/s to purchase from the Promoters/Developers and the Promoters/Developers hereby agree to sell to the Flat Purchaser/s one Flat having No. _____ of Wing _____ of carpet area admeasuring _____ Sq. ft. (which is inclusive of the area of balconies) on _____ floor as shown in the Flat plan thereof hereto annexed and marked Annexure **"B"** / Flat No. 301 in the **KUBER GANRAJ** Building (hereinafter referred to as "the Flat") for the consideration or purchase price of Rs. _____ (Rupees _____ only) being the proportionate price of the common areas and facilities appurtenant to the premises, the nature extent and description of the common / limited common areas and facilities / limited common areas and facilities which are more

particularly described in the Second Schedule hereunder written. The Flat Purchaser hereby agrees to pay to that Promoter balance amount of purchase price of Rs. _____ (Rupees _____ only) having been paid to the Promoter on or before the execution of this agreement in the following manner.

1.	On the time of Booking	20%
2.	On the time of Plinth	15%
3.	On the time of First Floor	6%
4.	On the time of Second Slab	6%
5.	On the time of Third Slab	6%
6.	On the time of Fourth Slab	6%
7.	On the time of Fifth Slab	6%
8.	On the time of Sixth Slab	6%
9.	On the time of Seventh Slab	5%
10.	On the time of Eights Slab	5%
11.	On the time of Ninth Slab	5%
12.	On the time of Tenth Slab	4%
13.	On the time of Eleventh Slab	3%
14.	On the time of Twelfth Slab	2%
15.	On the time of Brick Work	2%
16.	On the time of Plastering	2%
17.	On the time of Possession	1%
18.	Total...	100%

It is hereby mutually agreed to by and between the parties hereto that the purchaser shall pay and bear all the amounts due and payable on account stamp duty, and registration fees and service taxes and VAT as may

be payable under prevailing provisions of Law and also incur necessary expenses in the matter as and when deemed necessary.

17. **It is hereby mutually agreed to by and between the parties hereto that** the Promoters/Developers shall observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Flat Purchaser/s, obtain from the concerned local authority occupation and / or completion certificates in respect of the Flat.

18. **It is hereby mutually agreed to by and between the parties hereto that** the Promoters/Developers hereby declare that the Floor Space Index available in respect of the said land is 4357.94 Square metres only and that no part of the said floor space index has been utilized by the Promoter elsewhere for any purchase whatsoever.

19. **It is hereby mutually agreed to by and between the parties hereto that** in case while developing the said land the Promoters/Developers has utilized any floor space index of any other land or property by way of floating floor, space index, then the particulars of such floor space index shall be disclosed by the Promoters/Developers to the Flat Purchaser.

20. It is hereby mutually agreed to by and between the parties hereto that in case the Promoters/Developers are acting as an agent of Original Owner of the said land, then, the Promoters/Developers hereby agrees that they shall, before handing over possession of the Flat Purchaser and in any event before execution of Deed Conveyance the said land in favour of a corporate body to be formed by the purchasers of flats in the building/s to be constructed on the said land (hereinafter referred to as "the Society" / the Limited Company") make full and true disclosure of the nature of his title to the said land as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said land, and shall, as far as practicable, ensure that the said land is free from all encumbrances and that the Original Owner has / have absolute, clear and marketable title to the said land so as to enable the Promoters/Developers to convey the same to the said Society / Limited company such absolute, clear and marketable title on the execution of a conveyance of the said land by the Promoter in favour of the said Society / Limited Company.
21. It is hereby mutually agreed to by and between the parties hereto that the Flat Purchaser/s agree/s to pay to the Promoters/Developers interest @ 15 % (Fifteen percent) per annum on all the amounts in the event the amount due and payable to the Promoter is delayed by the Flat Purchaser under the terms of this agreement

from the date of the said amount is payable by the purchaser to the Promoter.

22. It is hereby mutually agreed to by and between the parties hereto that on the Flat Purchaser committing default in payment on due date of any amount due and payable by the Flat Purchaser to the Promoters/Developers under this Agreement (including his / her/ their proportionate share of taxes levied by concerned local and other outgoings and on the Flat Purchaser committing breach of any of the terms and conditions herein contained, the Promoters/Developers shall be entitled at their own option to terminate this agreement.
23. **It is hereby mutually agreed to by and between the parties hereto that** Provided, however, that the power of termination herein before contained shall not be exercised by the Promoters/ Developers unless and until the Promoters/Developers shall have given to the Flat Purchaser Fifteen (15) days prior notice in writing of his intention to terminate this agreement and, of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Flat Purchaser in remedying such breach or breaches within a reasonable time after the giving of such notice;
24. **It is hereby mutually agreed to by and between the parties hereto that** upon termination of this agreement

as aforesaid, the Promoters/Developers shall refund to the Flat Purchaser the installments of consideration or purchase/sale price of the Flat which may till then have been paid by the Flat Purchaser to the Promoters/Developers. The Promoters/ Developers shall not be liable to pay to the Flat Purchaser any interest on the amount so refunded and upon termination of this agreement and refund of aforesaid amount by the Promoters/Developers, the Promoters/Developers, shall be at liberty to dispose of and sell the Flat to such other person or persons and at such price or consideration as the Promoters/Developers may in their absolute discretion think fit, proper and necessary. Howsoever, it is hereby mutually agreed to by and between the parties hereto that in the event the Flat purchaser after registration of this agreement fails to make the payment of the said consideration to the Promoters / Developers, then the Flat purchaser shall be liable to pay interest or such amount as may be decided at the option of the Promoters / Developers.

25. It is hereby mutually agreed to by and between the parties hereto that the fixtures, fitting and amenities to be provided by the Promoters/Developers in the said building and the Flat/Commercial Shop/ Garage are those that are set out it in Annexure **"A"** annexed hereto.
26. It is hereby mutually agreed to by and between the parties that the Promoters/Developers shall give

possession of the Flat to the Flat Purchaser on or before **31st day of March 2018** as mentioned herein.

27. **It is hereby mutually agreed to by and between the parties hereto that** if the Promoters/Developers fail or neglect to give possession of the Flat to the Flat Purchaser/s on account of reasons beyond their control and of their agents as per provisions of Maharashtra Ownership Flats Act, by the aforesaid date or the date or dates prescribed in the said Act, then Promoters/Developers shall be liable, on demand to refund the Flat Purchaser/s the amount/s already received by the Promoters/ Developers in respect of the Flat with simple interest of 10.36% per annum from the date the Flat purchasers demand such refund of the sum or amount received by the Promoters/Developers.

28. **It is hereby mutually agreed to by and between the parties hereto that** in the event any dispute of delay in possession or refund of consideration or purchase price, as aforesaid, arises, the same shall be resolved by the parties hereto mutually between themselves.

29. It is hereby mutually agreed to by and between the parties hereto that that the Promoters/ Developers shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the flat is to be situated is delayed on account of –

- i. Non availability of steel, cement, other building material, water or electric supply ;
- ii. War, civil commotion or act of God ;
- iii. Any notice, order, rule, notification of the Government and / or other public or competent authority.
- iv. Any suit, action, litigation, dispute by or on behalf of Flat/ Shop Purchasers restraining the development of the said property.

30. It is hereby mutually agreed to by and between the parties hereto The Promoters/Developers shall not be liable for any delay that shall be caused due to any delay on the Part of the Government, Semi Government, Kalyan Dombivli Municipal Corporation, Revenue Authority or any other concerned Authority in granting the necessary Permissions, Sanctions, NOC that shall be required by the Promoters/Developers from time to time.

Note: The provisions of this proviso are not mandatory but negotiable.

31. It is hereby mutually agreed to by and between the parties hereto that the Flat Purchaser shall take possession of the Flat within a period of 15 days of the Promoters/Developers giving written notice to the Flat Purchaser intimating that the said Flats are ready for use and occupation; and the Flat purchasers shall be entitled to take possession of the said Flat, if the Flat Purchasers have duly observed and performed all the obligations and stipulations contained in this Agreement and on the Part

of the Flat Purchasers to be observed and performed and also duly paid to the Promoter all and whatsoever amount payable by the Flat purchasers under this Agreement and not otherwise.

32. It is hereby mutually agreed to by and between the parties hereto that, as contained herein, within a period of one year from the date of handing over the Flat if it is found that the material used there or any unauthorized change in the construction of the said building, then wherever possible such defects or unauthorized changes shall be rectified by the Promoters/Developers at their own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Flat Purchaser/s shall be entitled to receive from the Promoters/Developers reasonable compensation for such defect or change.
33. It is hereby mutually agreed to by and between the parties hereto that the Flat Purchaser/s shall use the Flat or any part thereof or permit the same to be used only for purpose of residence for carrying on any industry or business and such use shall not be contrary to the provisions of Law.
34. It is hereby mutually agreed to by and between the parties that the Flat Purchaser/s shall use the garage or parking space only for purpose of keeping or parking their own vehicle.

35. It is hereby mutually agreed to by and between the parties hereto that the Flat Purchaser along with other purchasers of Flat in the building shall join in forming and registering Society or a Limited Company to be known by such name as the Flat Purchaser may jointly decide.
36. It is hereby mutually agreed to by and between the parties hereto that for the purpose of forming and registering a housing society, as aforesaid, also from time to time sign and execute the application for registration and / or membership and other papers and documents necessary for the formation and the registration of the Society or Limited Company.
37. It is hereby mutually agreed to by and between the parties hereto that for becoming a member, the Flat Purchaser/s shall return all the papers/ documents including the bye-laws of the proposed Society duly filled in and signed, to the Promoters/Developers within 15 days of the same being forwarded by the Promoters/Developers to the Flat Purchaser/s, so as to enable Promoters/Developers to register the Housing Society/ organization of the Flat Purchaser/s under the provisions of law within the time limit prescribed by the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Rule 1964.

38. It is hereby mutually agreed to by and between the parties hereto that 'No objection' shall be taken by the Flat Purchaser Purchaser/s, 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.
39. It is hereby further mutually agreed to by and between the parties hereto that unless it is otherwise agreed to by and between the parties hereto the Promoters/Developers shall, within four months of registration of the Society or Limited Company, as aforesaid cause to be transferred to the society or limited Company all the right, title and the interest of the Original Owner in the aliquot part of the said land together with the building/s by obtaining/or executing the necessary conveyance/assignment of lease of the said land (or to the extent as may be permitted by the authorities) and the said building in favour of such Society or Limited Company, as the case may be such conveyance / assignment of lease shall be in keeping with the terms and provisions of this Agreement.
40. It is hereby mutually agreed to by and between the parties that commencing a week after notice in writing is given by the Promoters/Developers to the Flat Purchaser that the Flat is ready for use and occupation, the Flat Purchaser shall be liable to bear and pay the

proportionate share (i.e. in proportion to the floor area of the Flat) of outgoings in respect of the said land and Building /s namely local taxes, betterment charges or such other levies by the concerned local authority and / or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s.

41. It is hereby mutually agreed to by and between the parties hereto that until the Society or Limited Company is formed and the said land and building/s transferred to it, the Flat purchaser/s shall pay to the Promoters/Developers such proportionate share of outgoings as it may be lawfully determined by the Local Authorities concerned or Government.
42. It is hereby further mutually agreed to by and between the parties hereto that the Flat Purchaser further agrees that till the Flat Purchaser's share is so determined the Flat Purchaser shall pay to the Promoters/Developers provisional monthly contribution of Rs. **3/-** per sq. ft. per month towards the outgoings.
43. It is hereby mutually agreed to by and between the parties that the amounts so paid as aforesaid in above said para by the Flat Purchaser to the Promoters/Developers shall not carry any interest and remain with the Promoters/Developers until conveyance /

assignment of lease is executed in favour of the society or a limited company as aforesaid.

44. It is hereby mutually agreed to by and between the parties hereto that subject to the provisions of the Real Estate (Regulation and Development) Act 2016 (**RERA**), on such conveyance / assignment of lease being executed the aforesaid deposits (less/deductions provided for this Agreement) shall be paid over by the Promoters/Developers to the Society or the Limited Company, as the case may be.
45. It is hereby mutually agreed to by and between the parties hereto that the Flat Purchaser undertakes to pay such provisional monthly contribution as afore said and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever and / or as may be decided by the Co-operative Housing society or Body after having it constituted and registered lawfully.
46. It is hereby mutually agreed to by and between the parties hereto that the Flat Purchaser shall on or before delivery of possession of the said Flat shall keep deposited with the promoter and/or pay proportionate share as may be determined by the promoters towards legal charges, share money, application entrance fee of the society or Association for formation and/registration of the Society or Association, for proportionate share of taxes and other charges, for connection charges etc.

M.S.E.B. Deposits, electric connection charges and water connection charges etc. for proportionate share in betterment and development charges, payable to Kalyan Dombivli Municipal Corporation and miscellaneous expenses or such sum as may be required by the promoter.

47. In the event of any Society or the Association of all flat Purchasers the said building being formed and registered before the sale and disposal by the promoters of all the premises the power of attorney of such society or the Association of all the flat purchasers of said building and all the flat purchaser shall be subject to over all authority and control of the promoter in in respect of all the matters concerning the said building and in particular the promoters shall have absolute authority and control as regards unsold premises and the disposal thereof. **PROVIDED ALWAYS AND** the flat purchaser hereby agrees and confirms that in the event of the said Society or the Association on being formed earlier than the promoters deal with or dispose of all the flat in the said building on the said property then in that event any allotted or purchaser of the premises from the promoters shall be admitted to such society or the Association on being called upon by the promoters without payment of any premium of additional charges decided at the time of possession save and except Rs.350/- as share money and Rs. 1200/- as entrance fee and such allotted or transferee thereof shall not discriminated or treated

prejudicially by such society or Association, as the case may be.

48. It is hereby mutually agreed to by and between the parties hereto that the Promoters/Developers shall utilize the sum paid by the Flat Purchaser to the Promoters/Developers for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law / Advocates of the Promoters/Developers in connection with formation of the said Society, or as the case may be, limited Company, preparing its rules, regulations and bye-laws and the cost of preparing the engrossing this Agreement and the conveyance or assignment of lease.
49. It is hereby mutually agreed to by and between the parties hereto that at the time of registration the Flat the Purchaser shall pay to the Promoters/Developers his/her/ their share of stamp duty and registration charges payable, if any, by the said Society or Limited Company on the conveyance or lease or any document or instrument of transfer in respect of the said land and the Building to be executed in favour of the Society or Limited Company.
50. It is hereby mutually agreed to by and between the parties hereto that the Flat Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Flat may come, both hereby

covenant with the Promoters/Developers as contained hereinbelow. That is to say,

51. It is hereby mutually agreed to by and between the parties hereto that the Flat purchaser/s shall maintain the said Flat at his/her/their own cost, in good tenantable repair and condition from the date of possession.
52. It is hereby mutually agreed to by and between the parties hereto that the Flat purchaser/s shall not do or suffered to be done anything in or to the building in which the Flat is situated, or staircase or any passage/s contrary to the provisions of law and rules, or requisitions or regulations or bye-laws
53. It is hereby mutually agreed to by and between the parties hereto that the Flat purchaser/s shall not change or alter or make addition to the Flat itself or any part thereof mentioned herein, under any circumstances whatsoever.
54. It is hereby mutually agreed to by and between the parties hereto that the Flat purchaser/s shall not store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority.

55. It is hereby mutually agreed to by and between the parties hereto that the Flat purchaser/s shall not carry or cause to be carried heavy packages whose upper floors which may damage or likely to damage the staircase or common passage or any other structure of the building in which the Flat is situated including entrances of the building in which the Flat is situated.
56. It is hereby mutually agreed to by and between the parties hereto that the Flat purchaser/s that in case any damage is caused, as said above, to the building in which the Flat is situated or the flat on account of negligence or default of the Flat Purchaser in this behalf, the Flat Purchaser shall be liable for the consequences of the Breach.
57. It is hereby mutually agreed to by and between the parties hereto that the Flat purchaser/s shall carry out at his/her/their own cost all internal repairs to the said Flat and maintain the Flat in the same conditions, state and order in which it was delivered by the Promoters/Developers to the Flat Purchaser.
58. It is hereby mutually agreed to by and between the parties hereto that the Flat purchaser/s shall be responsible and liable for the consequences of the acts of omission or commission as mentioned hereinabove.
59. It is hereby mutually agreed to by and between the parties hereto that the Flat purchaser/s shall responsible

to suffer the consequences in respect of the acts of omission or commission under the law to the concerned local authority and / or other public authority in the event of the Flat purchaser committing any act in contravention of the above provision, the Flat purchaser.

60. It is hereby mutually agreed to by and between the parties hereto that the Flat purchaser/s shall not demolish or cause to be demolished the Flat or any part thereof.
61. It is hereby mutually agreed to by and between the parties hereto that the Flat purchaser/s shall not at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the flat is situated.
62. It is hereby mutually agreed to by and between the parties hereto that the Flat purchaser/s shall keep the portion, sewers, drains pipes in the Flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other part of the building in which the Flat is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the flat without the prior written permission of the Promoters/Developers and/ or the Society or the Limited Company.

63. It is hereby mutually agreed to by and between the parties hereto that the Flat purchaser/s shall not do or permit to be done any Act or thing which may render void or voidable any insurance of the said land and the building in which the Flat is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.
64. It is hereby mutually agreed to by and between the parties hereto that the Flat purchaser/s shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said land and the building in which the Flat is situated.
65. It is hereby mutually agreed to by and between the parties hereto that the Flat/ purchaser/s shall pay to the Promoters/Developers within 10 Days of demand by the Promoter, his/her/their share of security deposit demanded by concerned local authority or Government or giving water electricity or any other service connection to the building in which the Flat/Commercial Shop/ Garage is situated.
66. It is hereby mutually agreed to by and between the parties hereto that the Flat purchaser/s shall bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and / or Government and / or

other public authority, on account of change of user of the Flat by the Flat Purchaser viz. user for any purpose other than for residential purpose.

67. It is hereby mutually agreed to by and between the parties hereto that the Flat purchaser/s shall not let, sub-let, transfer, assign or part with Flat Purchaser interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Flat Purchaser to the Promoters/Developers under this Agreement are fully paid up and only if the Flat Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Flat Purchaser has intimated in writing to the Promoters/Developers.
68. It is hereby mutually agreed to by and between the parties hereto that the Flat purchaser/s shall observe and perform all the rules and regulations which the society or the limited company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies.
69. It is hereby mutually agreed to by and between the parties hereto that the Flat purchaser/s shall also

observe and perform all the stipulations and conditions laid down by the Society / Limited Company regarding the occupation and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.

70. It is hereby mutually agreed to by and between the parties hereto that till a conveyance of land beneath the building, hereditaments and appurtenances together with building in which Flat is situated is executed the Flat Purchaser shall permit the Promoters/developers and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view and examine the state and conditions thereof.
71. It is hereby mutually agreed to by and between the parties hereto that the Promoters/Developers shall maintain a separate account in respect of sums received by the Promoters/Developers from the Flat Purchaser as advance or deposit, sums received on account of share capital for the promotion of the Co-operative Society or a Company or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
72. It is hereby mutually agreed to by and between the parties hereto that nothing contained in this Agreement is intended to be, nor shall be construed as a grant,

demise or assignment in law of the said Flat or of the said Plot and Building or any part thereof in favour of the Flat purchaser/s.

73. It is hereby mutually agreed to by and between the parties hereto that the Flat Purchaser/s shall have no claim save and except in respect of the carpet area of the Flat hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc., will remain the property of the Promoters/developers until the said land and building is transferred to the society/ Limited Company as mentioned hereinabove.
74. It is hereby mutually agreed to by and between the parties hereto that any delay tolerated or indulgence shown by the Promoters/Developers in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat Purchaser by the Promoters/Developers shall not be construed as waiver on the part of the Promoters/Developers of any breach or non compliance of any of the terms and conditions of this Agreement by the Flat Purchaser nor shall the same in any manner prejudice the rights of the Promoters/Developers.
75. It is hereby mutually agreed to by and between the parties hereto that the Flat Purchaser and/ or the Promoters/Developers shall present this Agreement as well as the conveyance at the proper registration office within the time limit prescribed by the Registration Act

and the Promoters/developers will attend such office and admit execution thereof.

76. It is hereby mutually agreed to by and between the parties hereto that all notices to be served on the Flat/Commercial Shop/ Garage Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Flat Purchaser, by Registered Post A.D./Under Certificate of Posting at his / her address specified below:- _____
77. It is hereby mutually agreed to by and between the parties hereto that this agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act 2016 **(RERA)** and other relevant laws of the land.
78. It is hereby mutually agreed to by and between the parties hereto that such said terrace shall not be enclosed by the flat purchaser till the permission in writing is obtained from the Local Authority concerned and the Promoters/Developers or the Society or the Limited Company as the case may be, in the matter.

First Schedule referred to hereinabove.

All that Piece or parcel of land bearing Survey No. 166, Hissa No. 2 admeasuring 55 gunthas and 9 AAR approximately 5285 Sq. Meters, lying, being and situate at Mauje Titwala, Taluka Kalyan, Dist. Thane and within the Registration District Thane and Sub-Registration District- Kalyan and bounded as follows:

On or towards EAST - Survey No.166
 On or towards WEST - Survey No.153
 On or towards NORTH - Survey No.161
 On or towards SOUTH - Survey No.154 & 157

Second Schedule Referred to hereinabove

ALL that carpet area admeasuring ____ Sq. ft. of a Flat (which is inclusive of the area of balconies) Flat having No.____ on ____ floor of Wing '___' situating in the building Popularly known as **KUBER GANRAJ** and shown in the building plan containing Flat/ Commercial shop/ Garage and marked in red colour and annexed hereto and marked.

TITLE CERTIFICATE

This is to certify that we have investigated the title to the aforesaid property which is more particularly described in the Schedule hereunder written and have perused title deeds and certify that in our opinion the title of "**Kuber Abhiraj Infra**" Vendor / Lessor / Original Owner / Promoters/Developers is clear, marketable and free from all encumbrances, charges and claims and demands/

The Schedule above referred to.

All that Piece or parcel of land bearing Survey No. 155, Hissa No. 2 (b) (p), admeasuring 1H-70 AAR approximately 17732 Sq. Meters and Survey No. 166, Hissa No. 2 admeasuring 55 gunthas and 9 AAR approximately 5,590 Sq. Meters, lying, being and situate at Mauje Titwala, Taluka Kalyan, Dist. Thane and within the Registration District Thane and Sub-Registration District- Kalyan and bounded as follows:

On or towards EAST	- Survey No.166
On or towards WEST	- Survey No.153
On or towards NORTH	- Survey No.161
On or towards SOUTH	- Survey No.154 & 157

IN WITNESS WHEREOF the parties have put their hands the day and year first hereinabove written.

Signed by the withinnamed **Purchaser/s**

in the presence of.

- 1. _____
- 2. _____

Signed by the withinnamed **Promoter**
M/s. Kuber Abhiraj Infra,
By and through its Partners,
Mr. Dinesh Ramanlal Patel,

in the presence of.

- 1. _____
- 2. _____

RECEIPT

RECEIVED an amount of Rs...../-
(Rupees.....
.....Only) from
PURCHASER
Mr/Mrs.....
.....by
following Cash/ Cheque hereinabove being consideration in part/full
payment for the said flat to be paid to me in terms of the above agreement.

I SAY RECEIVED Rs...../-

(PROMOTERS/OWNER)

WITNESS :-

- 1.....
- 2.....

ANNEXURE “A”

Common Amenities

- Vitrified / equivalent flooring.
- Granite kitchen platform with S.S. Sink.
- Good Quality equivalent C.P. fittings.
- Good quality branded sanitary wares.
- Decorative laminated flush main doors with Wooden Frames,
- Good Architectural Elevation, laminated flush main doors with Wooden Frames.
- Quality door fittings.
- Sliding windows, Good quality paint outside, lift facilities.
- Concealed wiring with modular switches.
- Earthquake resistance construction.
- Sufficient parking space.
- Distempers with putty in the internal wall.