PROVISIONAL LETTER OF ALLOTMENT

Date :

Place :

To,

Mr/Mrs.
_____

_____

_____

_____

Dear Sir/Madam,

Re: Earmarking of Flat / Shop / Unit bearing No. _____ on _____ floor in Building No. _____, admeasuring _____ Sq. Meters (Carpet) in the complex known as **"TULSI SAMARTH"**, (hereinafter referred to as the said "FLAT") proposed to be constructed on portion of land forming the part of all that piece and parcel of land lying being and situated at Village Gauripada, Taluka Kalyan, Dist Thane bearing Survey No. 47 Hissa No. 3 and within the limits of the Kalyan Dombivli Municipal Corporation and within the Jurisdiction of Registration District Thane, Sub-Registration District Kalyan, hereinafter called and referred to as "Said Property".

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1. You have expressed your desire to purchase the captioned residential flat in the complex to be named **"TULSI SAMARTH"** proposed to be constructed on the said Property.

2. At your request we have agreed to earmark for you a Captioned Flat / Shop / Unit bearing No. _____ on _____ floor in Building No. _____, admeasuring _____ Sq. Meters (Carpet) in the complex known as **"TULSI SAMARTH"** (hereinafter referred to as the said "FLAT") in the said Complex.

That said flat have Patio/Open Terrace are of _____ sq. meters C.B. Area of _____ sq. meters, Enclosed

Balcony of _____ sq. meters which areas are for exclusive use and benefit of said flat.

3. We have agreed to earmark the said Flat for the lump sum consideration of Rs. _____/- (Rupees _____ _____ Only) out of which we have received Flat allotment amount of Rs. _____/- (Rupees _____ _____ Only) till date from you and balance consideration/amount you have to pay to us as per Schedule A mentioned herein below.

It is specifically agreed, accepted, admitted and confirmed by you that timely payment of all installments as per Schedule A is the essence of the contract. The said allotment amounts received by us shall remain as deposit (interest free) with us till the regular Agreement duly stamped in Standard Form in accordance with the Real Estate (Regulation and Development) Act 2016 is executed between us and only upon execution of the Agreement the same shall stand appropriated towards agreed consideration. In addition to the above, you will be required to pay us charges for legal costs and usual deposits etc.

That you shall on or before possession and as and when demanded by us shall pay without having right to account an amount of your share of money towards Legal Charges, toward Entrance fees and share capital, towards Society formation charges, Proportionate share of taxes and other charges / levies in respect of the Society or the Limited Company, deposit towards provisional monthly contribution towards outgoings of the Society or the Limited Company, toward M.S.E.B. transformer, electric meter and water, connection charge, towards generator/invertors provision for Lift and common passages, toward Solar Equipment and installation, M.S. Grill, charges and expenses, including professional costs of the Attorney at law / Advocates in connection with formation of the said society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye – laws and the cost of preparing and engrossing the conveyance or assignment of lease.

4. **It is agreed that time for payment of the above installments including other charges is of Prime essence**. If payment of any amount due to us is delayed, then without prejudice to our right to revoke the earmarking of the said Flat in your favour, you shall be liable to pay us interest as per rules and regulations and @ as will be mentioned in agreement for sale on all such delayed payments. Continued default in making payment of the amounts due to us, for a period exceeding two months, shall, at our option,

make the earmarking of the said Flat in your favour, liable for cancellation. In such event 20% of the consideration value shall stand forfeited. The refund of the balance amount without interest will be paid out as per extant policy of refund as framed by us. We shall, in such event, be at liberty to earmark or sell the said Flat to third party or deal with the said Flat in any manner, we like.

5. If an applicant wishes to withdraw from/cancel this booking any time hereafter, for any reason whatsoever, an amount equal to 20% of the Consideration Value shall stand forfeited. The refund of the balance amount will be paid out as per extant policy of refund as framed by us. Request for shifting of booking will not be entertained.

6. In addition to the Applicant/s liability to pay interest as mentioned hereinabove, you will also be liable to pay and reimburse to us, all the costs, charges and expenses whatsoever, which are borne, paid and/or incurred by us for the purpose of enforcing payment of recovering from you any amount/s or due/s whatsoever payable by you under this Provisional Allotment Letter or the Agreement (when executed).

7. After termination/cancellation/cessation of this Allotment by either Party, We shall be entitled to deal with and dispose of the said Apartment including parking space, if any, to any third party of its choice at such price and on such terms and conditions which the Developer may think fit and proper. In such an eventuality, you will not raise disputes or objections or claims in respect thereof and your claim, if any, shall be deemed to have been waived.

8. You are aware that the present layout of the proposed development is tentative and it is in phases and comprises of construction of one or more building/s for residential and other multiple uses. We may amend or vary the development scheme or layout for optimal use and/or as may be required by sanctioning Authority or any other concerned authority. 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. and you agree to grant your consent thereto. You shall not withhold your consent for any such change, alteration, amendment to the layout plans, designs, elevation, etc so long as we have made available the layout plans, designs and elevations, etc to you either at our office or on the website of the Authority. Further, we shall not be required to obtain your consent in the following events:

i) any minor additions or alterations.
ii) any addition or alterations to any club house, common areas, amenities, etc.

iii) any addition or alteration in compliance of any direction or order issued by the competent authority or statutory authority under any law of the State or Central Government

It is mutually agreed that the consideration with respect to the said Flat is based on the consent provided by you in this letter. In the event you choose to withdraw your consent for any change, alteration, amendment, modification to the layout plans, designs, elevations, etc, the amount of consideration shall include any direct and/or indirect losses, damages, expenses suffered by us in this regard.

9. You have inspected the documents, proposed plans, designs and specifications and the list of amenities proposed to be provided in the flat and common amenities in the complex are listed in **Schedule B** and are fully satisfied with the same and have given your irrevocable consent to the additions, alterations, modifications, variations in the said plan in respect of the said Flat, building and/or layout. In the event of any increase in the area of the said Flat by the concerned authority you agree and undertake to pay such differential amount as demanded by us without any dispute/objection/delay.

10. You have been informed that detailed terms and conditions of allotment/sale shall be incorporated in regular agreement for sale, a draft copy whereof is handed over to you separately and same will be subject to any changes. That you have read and understood terms and conditions of said agreement and on agreeing to same and in consent and confirmation of same you have signed this provisional allotment letter. The allotment of the said Flat shall be given to you only upon execution of the duly stamped regular Agreement. Until then, you shall not have and shall not claim any right, title or interest whatsoever in the said Flat. After execution of a regular agreement, your rights will be governed by such agreement.

11. We will at our discretion form a society or a limited company or an association of persons or any such other organisation of purchasers of premises in the said building/s in Complex, as we may deem fit. On the Conveyance/transfer of title of the said building to the society/limited company/association of purchasers of premises, such society/limited company/ association of purchasers as the case may be, shall have an absolute clear and marketable title on such conveyance/transfer. We shall endeavor to convey the title of the said property to the society/limited company/association of purchasers of premises in the proposed complex within a period of 3 (three) years from the date of completion of the entire permissible construction on the said property and only on sale of all flats/shops/units in said scheme

and receipt of full and final consideration from all purchasers. This stipulation will form part of the regular agreement..

12. You have agreed to execute regular Agreement/s for Sale immediately upon being called to do so. You have also agreed to sign necessary writings, forms, papers and applications for formation/registration of society/company/association for managing the said building together with other purchasers of premises. You have agreed to sign all papers and documents and do all other acts, deeds and things that we may require you to do and execute from time to time for effectively enforcing the terms of this letter and/or for safeguarding our interest or of other purchasers and/or other allotees etc. This Provisional Letter of Allotment shall cease to be of any effect upon :

(a) Termination/Cancellation of this Provisional Letter of Allotment and/or

(b) Execution and registration of Agreement for Sale and/or

(c) Any breach of any of the terms and conditions of this letter or on your failing to sign any papers required by us as hereinbefore provided at our option this Provisional Letter of Allotment shall stand terminated and you shall have no claim in the said Flat or against us whatsoever whichever is earlier.

13. We have availed or will be availing financial assistance from banks/ financial institutions against the land and/or proposed construction and we hereby undertake that such liability shall be cleared by us at our own expenses prior to the transfer of title of the land to the Corporate Body/s /Apex Body. We may enter into any arrangement or agreement with any persons/s for the land /proposed development.

14. You shall have no claim save and except in respect of the said Flat hereby agreed to be earmarked. All open spaces, staircases, lobbies, lifts, unalloted parking spaces, unalloted terraces, garden etc., will remain our property and we will be entitled to deal with the same in the manner we may deem fit.

15. You have agreed and undertaken to abide by the Rules and Regulations that may from time to time be formed/stipulated by us for the smooth construction of the said building and the project to be constructed on the said Property and thereafter for the purpose of management of building proposed to be constructed by us as aforesaid.

16. No holes or changes in materials and colour will be allowed on the exterior walls and chajjas of the premises. No grills will be

allowed to be fixed outside the windows. They may be fixed on the internal window sill Only. No changes in the external elevation will be permitted by changing the windows and railing or keeping pots, boards and objects outside the windows or in any other manner whatsoever.

17. You will not entitled to assign, Transfer, License, Sell, Mortgage, Charge or encumber or create any right under this Provisional Allotment Letter. You are not entitled to transfer the benefits of this provisional allotment letter to any third party.

18. You have agreed and undertaken to observe and perform the terms, conditions and covenants contained in this Provisional Letter of Allotment and to keep us indemnified against the loss arising to us on account of non-observance and/or non-performance on your part of the terms, conditions and covenants.

19. Our Advocates and Solicitors shall prepare and/or approve, as the case may be, any deeds and/or documents to be executed in pursuance of this writing.

20. Our rights shall not be prejudiced in any way merely because we have given any concession, relief or extension of time for compliance of your obligations under this Provisional Letter of Allotment.

21. All notices to be served on you as contemplated in this Provisional Letter of Allotment shall be deemed to have been duly served if sent to you through facsimile transmission, email or under certificate of posting to your address given hereinabove.

22. You shall bear and pay all cost, charges towards stamp duty, registration and other expenses, wholly on this writing and on the regular Agreement for Sale of the said Flat in your favour and on all documents to be executed in pursuance of this writings and proportionately on the Deed of Conveyance/ transfer of the said property in favour of any society/company/association of purchasers which may be formed.

23. You shall bear and pay all taxes whether applicable/payable now or become payable in future including but not limited to GST and any other like taxes/ imposts/ impositions, if levied by the Central and/or State Government or any local, public or statutory authorities or bodies in respect of the said Flat and/or transaction and/ or purchase price and consideration payable, then in such event, you shall on a written demand made on you, by us, pay and/or reimburse such amount of tax/ imposts/ impositions (as the case may be), without delay or demur. You shall indemnify and keep us fully indemnified in respect of such claims/statutory dues and the non-payment or delayed payment,

thereof.

24. All the development potential of the said Property including the existing and future FSI and/or TDR to arise in any manner whatsoever shall always stand vested with us and the we shall always be entitled to utilize and exploit the same on the said Property or any part thereof and/or upon the buildings constructed thereupon in such manner as it deems fit and you shall not object or claim any right for the same hereafter.

25. It is expressly agreed and accepted between ourselves and yourself that you will not have any right, title, intrest and claim, etc on the said flat unless you pay the full consideration value of Flat.

26. You agree that in case you are an NRI or non-resident/foreign national of Indian origin/foreign national/foreign company or non-resident, then in that event, you shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, Reserve Bank of India Act and rules/guidelines made/issued there under and all other applicable laws including that of remittance of payments, acquisition/sale, transfer of immovable properties in India.

27. All the terms and conditions mentioned herein and in the sale Agreement shall be binding on you and you confirm that this allotment is the basis of commercial understanding between us.

28. In case of any inconsistency between the provisions of any other prior writings, arrangements or the booking form and this Letter of Allotment, the provisions as contained in this Letter of Allotment shall prevail.

29. This Letter of Allotment is subject to the terms and conditions of the sale agreement.

Please confirm your unconditional acceptance of the aforesaid terms and conditions by signing and returning to us a duplicate copy of this writing.

Thank you and assuring you of our best services at all times.

Yours faithfully,
M/s SHREE KRUPA ENTERPRISES

Authorised Signatory
M/s SHREE KRUPA ENTERPRISES

We agree to abovesaid terms and conditions mentioned above and agree to execute the Agreement for Sale once informed by you.

WE CONFIRM & ACCEPT

affix photo with sign

First Applicant

Joint Applicant

_____
(Signature of Purchaser/s)

(Signature of Purchaser/s)

SCHEDULE A

Consideration of Flat has to be made as per following schedule:
The Flat/Shop/Unit Purchaser/s has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ _____ _____ only) (not exceeding 10 % of the total consideration) as advance payment or application fee and hereby agrees to pay to that Builders/Promoters the balance amount of Rs. _____/- (Rupees _____ only) in the following manner :-

i. 10 % (not exceeding 30% of the total consideration) of total consideration to be paid to the Builders/Promoters after the execution of Agreement.

ii. 10% (not exceeding 45% of the total consideration) of total consideration to be paid to the Builders/Promoters on completion of the Plinth of the building or wing in which the said Flat/Shop/Unit is located.

iii. 7% of total consideration to be paid on completion of First slab.

iv. 7% of total consideration to be paid on completion of Second slab.

v. 7% of total consideration to be paid on completion of Third slab.

vi. 7% of total consideration to be paid on completion of Fourth slab.

vii. 7% of total consideration to be paid on completion of Sixth slab.

viii. 5% of total consideration to be paid on completion of Eighth slab.

(not exceeding 70% of the total consideration) to be paid to the Builders/Promoters on completion of the slabs including stilts of the building or wing in which the said Flat/Shop/Unit is located.

ix. 5% of total consideration (not exceeding 75% of the total consideration) to be paid to the Builders/Promoters on completion of the walls, internal plaster, floorings doors and windows of the said Flat/Shop/Unit.

x. 5% of total consideration (not exceeding 80% of the total consideration) to be paid to the Builders/Promoters on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat/Shop/Unit.

xi. 5% of total consideration (not exceeding 85% of the total consideration) to be paid to the Builders/Promoters on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat/Shop/Unit is located.

xii. 10% of total consideration (not exceeding 95% of the total consideration) to be paid to the Builders/Promoters on completion of the lifts, water pumps, electrical fittings, electro, mechanical, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Flat/Shop/Unit is located.

xiii. 5% of total consideration against and at the time of handing over of the possession of the Flat/Shop/Unit to the Flat Purchaser/s on or after receipt of occupancy certificate or completion certificate.

That “time shall be the essence of contract” for all payments/deposits to be made by the Purchaser/s under this

Agreement and at law. The Purchaser/s hereby agree and undertake to pay each and every installment within 15 (fifteen) days of the respective due dates as per schedule mentioned hereinabove.

SCHEDULE B

List of Amenities

1. Branded Modular Switches.
2. Anodized Aluminium Sliding Windows.
3. Walls Painted with Good Quality Paints.
4. ISI Quality Wiring and Provisions for T.V., Phones and Internet Point.
5. Granite Service Platform with S.S.Sink.
6. Concealed Plumbing.
7. Concealed Wiring.
8. Vitrified Tiles & Flooring in Entire Flat.
9. Elegant Designed Bathrooms.
10. Anti - Skid Flooring in Bathroom & Terrace.
11. Premium Bathroom Fittings.
12. Premium Sanitary Ware.

Common Amenities

1. Overhead and Underground water Tanks.
2. Lift.
3. Entrance lobby, staircase and passage.
4. Lift Room.
5. Open space as per sanctioned plan.

Yellow marks means fill the gaps as per respective project.

Annexure :

A : Title Certificate.
B : Property Card/Extract of 7/12.
C-1 : Copy of Layout approved.
C-2 : Copy of Layout Proposed.
D : Flat Approved to be purchased.

Stilt Plus _____

Ward No. _____

Flat/Shop/Unit _____ on_____ floor, in Building No. _____,

in the Complex known as “TULSI SAMARTH”

Area : _____ sq. ft.(Carpet)

Market Value _____/-

Actual Value _____/-

AGREEMENT FOR SALE

THIS ARTICLE OF AGREEMENT MADE AT KALYAN

ON THIS _____ DAY OF _____ 2017

B E T W E E N

M/S SHREE KRUPA ENTERPRISES, a Partnership Firm, (Pan No. ACRFS8898K) having its Office at Opposite Ganesh Mandir, Gauripada, Birla College Highway, Kalyan (W), Tal Kalyan, District Thane, email address _____ hereinafter called and referred to as the BUILDERS/ PROMOTERS (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partners constituting the said firm for the time being and their/his heirs, executors, administrators and assigns) being the PARTY OF THE FIRST PART.

A N D

Mr/Mrs _____

Pan No. _____

Email address _____

aged about _____ years, occupation Service/Business

Mr/Mrs _____

Pan No. _____

Email address _____

aged about _____ years, occupation Service/Business

bothe residing at _____

_____

hereinafter called and referred to as the **PURCHASER/S** (Which expression shall unless it be repugnant to the context or meaning thereof mean and include his / her / their heirs, executors, administrators and assigns) being the PARTY OF THE SECOND PART.

WHEREAS Shri Namdev Shripat Mhatre and Others are the owners and/or otherwise well and sufficiently entitled to all that piece and parcel of land lying, being and situate at Village Gauripada, Taluka Kalyan, District Thane bearing :

Survey No.	Hissa No.	Area (H-R-P)	Assessment (Rs. P)
47	3	0-91-0 P.K. 0-05-0	1.56

within the limits of the Kalyan Dombivli Municipal Corporation and within the Jurisdiction of Registration District Thane, Sub-Registration District Kalyan, hereinafter called and referred to as the "Said Property " and is more particularly described in the SCHEDULE hereunder written;

AND WHEREAS by and under an Agreement For Sale Cum Development dated 30.12.2009, registered at the Office of Sub-Registrar of Assurances at Kalyan 2 under Sr. No. 2028/2010 dated 24.02.2010 made and executed between Shri Namdev Shripat Mhatre and Others as the Owners and M/s Dattatraya Housing Developers, a Sole Proprietory Firm, having Office at Vastukirti Bunglow, Flower Valley, Khadakpada, Kalyan (W), through its Sole proprietor, Shri Kishor Dattatray Desai, as the Developers, said Shri Namdev Shripat Mhatre and Others granted the development rights in respect of said property in favour of said M/s Dattatraya Housing Developers on terms, conditions and for the consideration mentioned therein and in terms of said Development Agreement said Shri Namdev Shripat Mhatre and Others also granted the Power of Attorney in favour of said M/s Dattatraya Housing Developers ;

AND WHEREAS some of the Co-owners were not party to said Development Agreement dated 30.12.2009 and accordingly by and under three separate Deed of Confirmation Cum Supplementary Development Agreement dated 11.05.2010, 22.07.2010 and 13.07.2016, registered at the office of Sub-Registrar of Assurances at Kalyan under Sr.No. 4634/2010 dated 11.05.2010, Sr.No. 6976/2010 dated 22.07.2010 and Sr.No. 7015/2016 dated 13.07.2016, respectively made and executed between M/s Dattatraya Housing Developers, therein called and referred to as Party of First Part and Sitabai Mangal Mhatre and others, Shantabai Nana Mhatre and others and Sau Rekha Rakesh Karbhari (before marriage Kum Rekha Hender Mhatre) as the Party of Other part respectively, the said Co-owners of the said Property confirmed and reiterated the grant of development rights in respect of said property in favour of M/s Dattatraya Housing Developers and in pursuance thereof the said Co- owners have also granted the power of attorney in favour of the M/s Dattatraya Housing Developers ;

AND WHEREAS said M/s Dattatraya Housing Developers with a view to develop the said property submitted necessary plan to that effect with Kalyan Dombivli Municipal Corporation with proposed buildings and accordingly Kalyan Dombivli Municipal Corporation granted I.O.D. bearing No. KDMP / NRV / BP/ KV/73 dated 21.11.2011 in respect of said property ;

AND WHEREAS necessary Non–agricultural use permission is obtained from The Collector, Thane under permission bearing No. Mahasul/Kaksha–1/T -7 / NAP/ GAURIPADA/-KALYAN/SR – (201/2011) 109/2013, dated 22.05.2014 ;

AND WHEREAS by and Development Agreement dated 01.10.2016, registered at the Office of Sub-Registrar of Assurances at Kalyan 1 under Sr. No. 10025/2016 dated 1.10.2016 made and executed between M/s Dattatraya Housing Developers, a Sole Proprietory Firm, having Office at Vastukirti Bunglow, Flower Valley, Khadakpada, Kalyan (W), through its Sole proprietor, Shri Kishor Dattatray Desai, as the Developers and the Builders/Promoters herein, therein called and referred to as the Sub-Developers, the Builders/Promoters herein have acquired the development rights in respect of Building No. 1 and Building No. 2 alongwith benefits of sanctioned plans and permission, together with rights to use and utilise T.D.R. and/or any other F.S.I as permitted as per D.C. rules and regulations

on said buildings, hereinafter called and referred to as “said buildings” and is more particularly described in the SECOND SCHEDULED hereunder written;

AND WHEREAS in terms of said Development Agreement dated 1.10.2016, responsibility of obtaining Building Commencement Certificate is casted upon M/s Dattatraya Housing Developers, and accordingly M/s Dattatraya Housing Developers, got Building Commencement Certificate from Kalyan Dombivli Municipal Corporation under letter bearing No. KDMP / NRV / BP / KV / 2016-17/50 dated 11.11.2016 ;

AND WHEREAS in terms of said Building Commencement Certificate there are Seven buildings and One Club House are sanctioned on the said property, viz. Building No. 1 of Stilt Plus Ground Plus Seven Upper Floors (Residential +Commercial), Building No. 2 of Stilt Plus Seven Upper Floors (Residential), Building No. 3 of Ground Plus Second Upper Floors (Commercial), Building No. 4 of Stilt Plus Five Upper Floors (Residential), Building No. 5 of Stilt Plus Four Upper Floors (Residential), and Building No. 6 and 7 of Stilt Plus Seven Upper Floors (Residential) and One Club House Ground Plus One Upper Floors and there will be one building which will be constructed for handing over to MAHADA ;

AND WHEREAS, Builders/Promoters are in possession of portion of said property and in terms of the abovesaid Development Agreement dated 1.10.2016, and revised permission obtained thereto the Builders/Promoters are well and sufficiently entitled to develop the said Buildings i.e. Building No. 1 and Building No. 2 and to sell the flats, shops /Units constructed therein to intending purchaser/s and appropriate the sale proceeds thereof for their exclusive i.e. Builders/Promoters use and benefits;

AND WHEREAS the Builders / Promoters herein declare that said sanction and permission is valid subsisting and completely in force ;

AND WHEREAS the Builders / Promoters has entered into a standard Agreement with an Architect Smt Shobhana Deshpande of Kalyan registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects ;

AND WHEREAS the Builders / Promoters has appointed Pentacon Structural Consultant Pvt. Ltd. as Structural Engineers for the preparation of the structural design and drawings of the buildings and the Builders / Promoters accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings ;

AND WHEREAS proposed building/s consist of Flats/Shops/Units ;

AND WHEREAS as recited hereinabove, the Builders / Promoters are entitled to develop the said property and carry out the construction of the proposed buildings at their own costs and expenses and to dispose of the Flat/Shop/Office/Unit constructed in the buildings on ownership basis and to enter into agreements with the allottee/s / Purchaser/s and to receive the sale price in respect thereof and upon such disposal of the Flat/Shop/Office/Unit to convey the said land together with the buildings

constructed thereon in favour of the co-operative housing society of all those several persons acquiring the respective Flat/Shop/Office/Unit in the buildings subject to terms, conditions, facts and circumstances as mentioned in these presents ;

AND WHEREAS Builders / Promoters have started construction work on said property as per sanctioned plans and permissions and expressed their intention to dispose off the Flats/ Shops/ Units in the proposed building/s in the complex to be known as **"TULSI SAMARTH"** ;

AND WHEREAS Purchaser/s herein shown his willingness to purchase Flats/Shops/ Units in the proposed building/s in said complex to be known as **"TULSI SAMARTH"** ;

AND WHEREAS Builders / Promoters herein have specifically brought to the notice of Purchaser herein that,

a. portion of said property is affected by reservation of Garden (Reservation Site No. 221) and 15.00 wide D.P. Road and said area will be handed over to Kalyan Dombivli Municipal Corporation in the due cource ;

b. That Building No. 3 to 7 will be developed by other developers and Club House constructed shall be for the benefits of residents of building No. 3 to 7.

C. Conveyance of the said property will be executed in favour of society by keeping in view development carried out on said property by different developers.

That purchaser/s has understood the above said facts and will not raise any question about the same in future.

AND WHEREAS allottee/s / purchaser/s herein by understanding and agreeing to abovesaid facts/matters/things granted his/her/their unequivocal consent for the same and on being agreeing to other terms and conditions mentioned in this agreement and further agreeing not to object development of said property and/or raise any objection whatsoever in future, the Builders / Promoters have accepted the said offer made by the allottee/s / purchaser/s and agreed to sell him Flat/Shop/Office/Unit by becoming member / share holder / constituent of the proposed cooperative society and the allottee/s / purchaser/s shall pay to the Builders / Promoters Rs. _____/- (Rupees_____ _____ _____ only) as the agreed lumpsum price / consideration in respect of the said Flat/Shop/Office/Unit bearing No.

_____ on _____ floor in Building/Wing _____, admeasuring _____ Sq. Meters (Carpet) in the complex known as **“TULSI SAMARTH”**, hereinafter for the sake of brevity called and referred to as the **"Said Premises"** allotted to the allottee/s / purchaser/s and shown and marked accordingly on the floor plan annexed hereto ;

AND WHEREAS the allottee/s / purchaser/s have agreed to pay the sale price / consideration in respect of said premises to Builders / Promoters herein in accordance with the payment schedule hereinafter mentioned and in accordance with the progress of the construction work of the said scheme ;

AND WHEREAS it is further specifically brought to the notice of allottee/s / purchaser/s that Builders/Promoters herein are going to use and utilize T.D.R., Staircase F.S.I., F.S.I. by payment of premium and/or any other F.S.I. on the said property as per D.C. Rules and Regulations, if permitted by Competent Authorities and accordingly necessary revised permission will be obtained in due course and in that case floors of buildings may be raised to upper floors and/or construction in stilt are may be carried out and the allottee/s / purchaser/s herein has/have granted them his/her/their unequivocal consent for the same and no separate NOC is required for the same ;

AND WHEREAS the allottee/s / purchaser/s has/have accepted the title of the owner to the said property as shown in the records of rights in respect thereof and the documents referred to hereinabove ;

AND WHEREAS the allottee/s / purchaser/s has/have seen the site of said building/s and the work of construction of the said buildings being in progress and is satisfied with the quality of the work and has approved the same ;

AND WHEREAS the carpet area of the said Flat/Shop/Unit is _____ square meters and "carpet area" means the net usable floor area of an Flat/Shop/Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat/Shop/Unit for exclusive use of the allottee/s / purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Flat/Shop/Unit for exclusive use of the allottee/s / purchaser/s, but includes the area covered by the internal partition walls of the Flat/Shop/Unit.

AND WHEREAS on demand from the allottee/s / purchaser/s, the Builders/Promoters has given inspection to the allottee/s / purchaser/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Builders/Promoters abovenamed Architects including the building and floor plans the nature and quality of construction fittings, fixtures, facilities and amenities provided / to be provided thereto and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Builders / Promoters, authenticated copies of Property card or extract of Village Forms VII and XII or any other relevant revenue record showing the nature of the title of the Builders / Promoters to the project land on which the building/s and/or Flat/Shop/Units are constructed or are to be constructed have been annexed hereto and marked as **Annexure 'A' and 'B'**, respectively.

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

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Builders / Promoters and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure C-2**,

AND WHEREAS the authenticated copies of the plans and specifications of the Flat/Shop/Unit agreed to be purchased by the allottee/s / purchaser/s, as sanctioned and approved by the local authority have been annexed and marked as **Annexure D**.

AND WHEREAS the Builders / Promoters 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.

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 Builders / Promoters 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.

AND WHEREAS Builders/Promoters have registered the project under the provisions of Real Estate (Regulation and Development) Act 2016 with Real Estate Regulatory Authority at _____ bearing no. _____.

AND WHEREAS, under section 13 of the Real Estate (Regulation and Development) Act 2016 the Builders / Promoters is required to execute a written Agreement for sale of said Flat/Shop/Unit with the allottee/s / purchaser/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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;

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

1. THE Builders/Promoters have started construction and shall construct the buildings on the said property in accordance with the plans, design specifications approved by the concerned local authority and which have been seen and approved by the allottee/s / purchaser/s with only such variation and modification as the Builders/Promoters may consider necessary or as may be required by the municipal authorities to be made in them or any of them for which the allottee/s / purchaser/s hereby gives consent. PROVIDED FURTHER that the Builders/Promoters is entitled to carry out development of the said Property to the fullest extent and utilize entire development potential in respect of the said Property by utilising entire FSI, Additional FSI, TDR or any other development potential in respect of the said Property on payment of premium or otherwise by constructing the said Buildings as well as remaining Buildings to be constructed on the said Property with such alterations and/or additions and/or modifications as they may desire and obtained revised building permissions for said purpose without consulting and/or obtaining any permission from the allottee/s / Purchaser/s and/or from the society of the allottee/s / Purchaser/s. This shall operate as an irrevocable consent in writing of the allottee/s / Purchaser/s to the Builders/Promoters carrying out such changes in the building plans.

Provided that the Promoter shall have to obtain prior consent in writing of the allottee/s / Purchaser/s in respect of variations or modifications which may adversely affect said premises of the allottee/s / Purchaser/s except any alteration or addition required by any Government authorities or due to change in law.

2. (a) THE allottee/s / purchaser/s hereby agrees to purchase from the Builders/Promoters and the Builders/Promoters hereby agrees to sell to allottee/s / purchaser/s the Flat/Shop/Office/Unit bearing No. _____ on _____ floor in Building/Wing _____, admeasuring _____ Sq. Meters (Carpet) in the complex known as **“TULSI SAMARTH”** and as shown on the floor plan hereto annexed hereinafter called and referred to as **"said premises"** for the Lumpsum price/consideration of Rs. _____/-

(Rupees_____

_____ ONLY) the abovesaid lumpsum consideration includes proportionate price of the common areas and facilities appurtenant to the premises.

That said premises have Patio/Open Terrace are of _____ sq. meters C.B. Area of _____ sq. meters, Enclosed Balcony of _____ sq. meters which areas are for exclusive use and benefit of said premises.

2. (b) The allottee/s / Purchaser/s has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ _____ only) (not exceeding 10 % of the total consideration) as advance payment or application fee and hereby agrees to pay to that Builders/Promoters the balance amount of Rs. _____/- (Rupees _____ only) in the following manner :-

i. 10 % (not exceeding 30% of the total consideration) of total consideration to be paid to the Builders/Promoters after the execution of Agreement.

ii. 10% (not exceeding 45% of the total consideration) of total consideration to be paid to the Builders/Promoters on completion of the Plinth of the building or wing in which the said Flat/Shop/Unit is located.

iii. 7% of total consideration to be paid on completion of First slab.

iv. 7% of total consideration to be paid on completion of Second slab.

v. 7% of total consideration to be paid on completion of Third slab.

vi. 7% of total consideration to be paid on completion of Fourth slab.

vii. 7% of total consideration to be paid on completion of Sixth slab.

viii. 5% of total consideration to be paid on completion of Eighth slab.

(not exceeding 70% of the total consideration) to be paid to the Builders/Promoters on completion of the slabs including stilts of the building or wing in which the said Flat/Shop/Unit is located.

ix. 5% of total consideration (not exceeding 75% of the total consideration) to be paid to the Builders/Promoters on completion of the walls, internal plaster, floorings doors and windows of the said Flat/Shop/Unit.

x. 5% of total consideration (not exceeding 80% of the total consideration) to be paid to the Builders/Promoters on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat/Shop/Unit.

xi. 5% of total consideration (not exceeding 85% of the total consideration) to be paid to the Builders/Promoters on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat/Shop/Unit is located.

xii. 10% of total consideration (not exceeding 95% of the total consideration) to be paid to the Builders/Promoters on completion of the lifts, water pumps, electrical fittings, electro, mechanical, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Flat/Shop/Unit is located.

xiii. 5% of total consideration against and at the time of handing over of the possession of the Flat/Shop/Unit to the Flat Purchaser/s on or after receipt of occupancy certificate or completion certificate.

"Time shall be the essence of contract" for all payments/deposits to be made by the allottee/s / purchaser/s under this Agreement and at law. The allottee/s / purchaser/s hereby agree and undertake to pay each and every installment within 15 (fifteen) days of the respective due dates as per schedule mentioned hereinabove.

Without prejudice to the above, if the allottee/s / purchaser/s fails to make the payment within a period of 15 days mentioned in the demand letters/emails, then and in such an event, the allottee/s / purchaser/s agrees to pay to the Builders/Promoters interest on all the amounts outstanding under the terms of this Agreement at the rate of the State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum and for continued default beyond 30 days penal interest at the rate of 6% p.a over and above the State Bank of India PLR plus 2%.

Provided that, payment of interest shall not save the termination of this agreement, as provided hereunder, by the Builders/Promoters on account of any default/ breach committed by the allottee/s / purchaser/s in payment of any outstanding amount and/or on account of any default/breach

committed by the allottee/s / purchaser/s of any of the terms and conditions herein contained. It is specifically agreed that the amount received by Builders/Promoters will be first appropriated towards interest receivable by the Builders/Promoters

2. (c) The Total Price above excludes any Taxes consisting of tax paid or payable by the Builders/Promoters 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 and carrying out the Project payable by the Builders/Promoters up to the date of handing over the possession of said premises.

It is agreed and understood by and between parties that ALL costs, charges and expenses, penalties, Sales-Tax, service tax. VAT, GST, LBT and if any taxes, cesses imposed in future, in connection with the present transaction shall be borne and paid by allottee/s / purchaser/s to Builders/Promoters herein and will pay to Builders / Promoters as and when demanded.

2. (d) 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 Builders/Promoters undertakes and agrees that while raising a demand on the allottee/s / purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Builders/Promoters shall enclose the said notification/ order/ rule/ regulation published/issued in that behalf to that effect along with the demand letter being issued to the allottee/s / purchaser/s, which shall only be applicable on subsequent payments.

2. (e) The Builders/Promoters may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the allottee/s / purchaser/s by discounting such early payments @ _____% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to allottee/s / purchaser/s by the Builders/Promoters.

2. (f) The Builders/Promoters shall confirm the final carpet area that has been allotted to the allottee/s / purchaser/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Builders/Promoters. If there is any reduction in the carpet area within the defined limit then Builders/Promoters shall refund the excess money paid by allottee/s / purchaser/s 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/s / purchaser/s. If there is any increase in the carpet area allotted to

allottee/s / purchaser/s, the Builders/Promoters shall demand additional amount from the allottee/s / purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1 (a) of this Agreement.

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

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

2.2 Time, is essence for the Builders/Promoters as well as the allottee/s / purchaser/s. The Builders/Promoters shall abide by the time schedule for completing the project and handing over the said premises to the allottee/s / purchaser/s and the common areas to the association of the Flat/Shop/Unit Purchaser/s after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to full and final payment by allottee/s / purchaser/s as agreed above. Similarly, the allottee/s / purchaser/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Builders/Promoters as provided in payment schedule mentioned hereinabove.

3. The Builders/Promoters hereby declares that the Floor Space Index available as on date in respect of the project land is _____square meters only and Builders/Promoters 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 Builders/Promoters has disclosed the Floor Space Index of _____as proposed to be utilized by him on the project land in the said Project and allottee/s / purchaser/s have agreed to purchase the said premises based on the proposed construction and sale of Flat/Shop/Units to be carried out by the Builders/Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Builder only.

4.1 If the Builders/Promoters fails to abide by the time schedule for completing the project and handing over the said Premises to the allottee/s / purchaser/s, the Builders/Promoters agrees to pay to the allottee/s / purchaser/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the allottee/s / purchaser/s, for every month of delay, till the handing over of the possession. The allottee/s / purchaser/s agrees to pay to the Builders/Promoters, interest as specified above, on all the delayed payment which become due and payable by the allottee/s / purchaser/s to the Builders/Promoters under the terms of this Agreement from the date the said amount is payable by the allottee/s / purchaser/s to the Builders / Promoters.

4.2 Without prejudice to the right of Builders/Promoters to charge interest in terms of sub clause 4.1 above, on the allottee/s / purchaser/s committing default in payment on due date of any amount due and payable by the allottee/s / purchaser/s to the Builders/Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee/s / purchaser/s committing three defaults of payment of instalments, the Builders/Promoters shall at his own option, may terminate this Agreement:

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

Provided further that upon termination of this Agreement as aforesaid, the Builders/Promoters shall refund to the allottee/s / purchaser/s, after deducting 20% of amount of sale consideration of said premises, paid by purchaser/s to Builders/Promoters herein as liquidated damages, within a period of thirty days of the termination, subject to execution and registration of Deed of cancellation by allottee/s / purchaser/s of present agreement for sale.

If allottee/s / purchaser/s failed to execute Deed of cancellation then in such case termination shall be through notice and in such case liquidated damages shall be 50 % of amount of sale consideration paid by allottee/s / purchaser/s to Builders /Promoters and in case of termination by notice, there shall not be any need to execute the Deed of Cancellation and/or to obtain order/judgment from Court for cancellation of this agreement. Further, the Builders/Promoters shall not be liable to reimburse to the allottee/s / Purchaser/s any Government Charges such as stamp duty, registration charges, Service Tax, VAT GST etc. Upon the termination of this agreement, under this clause, the Builders/Promoters shall be at liberty to sell the

said premises to any other person of their choice and at such price as the Builders/Promoters may deem fit and the allottee/s / Purchaser/s shall not object to the same.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Builders/Promoters in the said building and the said premises as are set out in **Annexure 'E'**, annexed hereto.

6. The Builders/Promoters shall give possession of the said premises to the allottee/s / purchaser/s on or before _____ If the Builders/Promoters fails or neglects to give possession of the said premises to the allottee/s / purchaser/s on account of reasons beyond his control and of his agents by the aforesaid date then the Builders/Promoters shall be liable on demand to refund to the allottee/s / purchaser/s the amounts already received by him in respect of said premises with interest at the same rate as mentioned above from the date the Builders/Promoters received the sum till the date the amounts and interest thereon is repaid.

Provided that the Builders/Promoters shall be entitled to reasonable extension of time for giving delivery of Flat/Shop/Unit on the aforesaid date, if the completion of building in which the Flat/Shop/Unit 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 Builders/Promoters, upon obtaining the occupancy certificate from the competent authority and on full and final payment made by the allottee/s / purchaser/s as per the agreement shall offer in writing the possession of the said premises, to the Flat Purchaser/s in terms of this Agreement to be taken within 3 (Three months) from the date of issue of such notice and the Builders/Promoters shall give possession of the said premises to the allottee/s / purchaser/s. The Builders/Promoters agrees and undertakes to indemnify the allottee/s / purchaser/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Builders/Promoters. The allottee/s / purchaser/s agree(s) to pay the maintenance charges as determined by the Builders/Promoters or association of various allottee/s / purchaser/s, as the case may be. The Builders/Promoters on its behalf shall offer the possession to the Flat Purchaser/s in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The allottee/s / purchaser/s shall take possession of the Flat/Shop/Unit within 15 days of the written notice from the Builders/Promoters to the Flat Purchaser/s intimating that the said Flat/Shop/Units are ready for use and occupancy.

7.3 Failure of allottee/s / purchaser/s to take Possession of said premises : Upon receiving a written intimation from the Builders/Promoters as per clause 7.1, the allottee/s / purchaser/s shall take possession of the said premises from the Builders/Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Builders/Promoters shall give possession of the said premises to the allottee/s / purchaser/s. In case the allottee/s / purchaser/s fails to take possession within the time provided in clause 7.1 such allottee/s / purchaser/s 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 said premises to the allottee/s / purchaser/s, the allottee/s / purchaser/s brings to the notice of the Builders/Promoters any structural defect in the said premises or the building in which the said premises is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Builders/Promoters at their own cost and in case it is not possible to rectify such defects, then the allottee/s / purchaser/s shall be entitled to receive from the Builders/Promoters, compensation for such defect in the manner as provided under the Act.

Provided that if, purchaser/s has/have made holes, drilled to interior and/or external walls, chajjas etc nailed while doing interior work or fixing grills or cause damaged to structure, walls in any manner whatsoever then in such case Builders/Promoters shall not be liable and responsible for rectifying such defects and/or paying any compensation to allottee/s / purchaser/s and/or other purchaser/s in building.

8. The allottee/s / purchaser/s shall use the said premises or any part thereof or permit the same to be used only for purpose for which it is allotted. The allottee/s / purchaser/s shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. That Builders/Promoters herein have specifically brought to the notice of purchaser/s herein that

a. portion of said property is affected by reservation of Garden (Reservation Site No. 221) and 15.00 wide D.P. Road and said area will be handed over to Kalyan Dombivli Municipal Corporation in the due course ;

b. That Building No. 3 to 7 will be developed by other developers and Club House constructed shall be for the benefits of residents of building No. 3 to 7.

C. Conveyance of the said property will be executed in favour of society by keeping in view development carried out on said property by different developers.

That purchaser/s has understood the abovesaid facts and will not raise any question about the same in future.

10. The allottee/s / purchaser/s along with other Purchaser/s (s)s of Flat/Shop/Units 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 Builders/Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Builders/Promoters within seven days of the same being forwarded by the Builders/Promoters to the allottee/s / purchaser/s, so as to enable the Builders/Promoters to register the common organisation of Purchaser/s of premises in said building. No objection shall be taken by the allottee/s / 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.

10.1 The Builders/Promoters shall, on selling all the flats/shops/units and only after receiving all amounts due and payable by all purchasers in building, cause to be transferred to the society or Limited Company all the right, title and the interest of the Builders/Promoters/Original Owner and/or the owners in the said structure of the Building or wing in which the said premises is situated.

10.2 Within 15 days after notice in writing is given by the Builders/Promoters to the allottee/s / purchaser/s that the said premises is ready for use and occupancy, the allottee/s / purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of said premises) of outgoings in respect of the project 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 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/s / purchaser/s shall pay to the Builders/Promoters such proportionate share of outgoings as may be determined. The allottee/s / purchaser/s further agrees that till the allottee/s / purchaser/s share is so determined the allottee/s / purchaser/s shall pay to the Builders/Promoters provisional monthly contribution of Rs. _____/- (Rupees _____ _____) per month Per sq.ft towards the

outgoings. The amounts so paid by the allottee/s / purchaser/s to the Builders/Promoters shall not carry any interest and remain with the Builders/Promoters until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Builders/Promoters to the Society or the Limited Company, as the case may be.

11. THE allottee/s / purchaser/s shall on or before possession and hereinafter as and when demanded by Builders/Promoters shall pay without having right to account to Builders/Promoters an amount of his/her/their share of money towards Legal Charges, toward Entrance fees and share capital, towards Society formation charges, Proportionate share of taxes and other charges / levies in respect of the Society or the Limited Company, deposit towards provisional monthly contribution towards outgoings of the Society or the Limited Company, toward M.S.E.B. transformer, electric meter and water, connection charge, towards generator/invertors provision for Lift and common passages, toward Solar Equipment and installation, M.S. Grill, charges and expenses, including professional costs of the Attorney at law / Advocates of the Builders/Promoters in connection with formation of the said society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye – laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance of the building or wing of the building, the allottee/s / purchaser/s shall pay to the Builders/Promoters, as the case may be, the allottee/s / purchaser/s share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the allottee/s / purchaser/s shall pay to the Builders/Promoters, as the case may be, the allottee/s / purchaser/s 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.

It is agreed that unless and until the Purchasers of various flats / shop/ units in the said building/s pay the proportionate amount of stamp duty, registration charges and legal fees, if any, and till all the flats/shop/units are not sold in the said buildings and consideration thereof have received, the Builders/Promoters shall not be obliged to execute or cause to be executed the final deed of conveyance in favour of the co-operative housing society / Limited Company.

13. REPRESENTATIONS AND WARRANTIES OF THE Builders/Promoters

The Builders/Promoters hereby represents and warrants to the allottee/s / purchaser/s as follows:

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

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

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

iv. There are no litigations pending before any Court of law with respect to the .project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Builders/Promoters have 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 Builders/Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the allottee/s / purchaser/s created herein, may prejudicially be affected;

vii. The Builders/Promoters 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 premises which will, in any manner, affect the rights of allottee/s / purchaser/s under this Agreement;

viii. The Builders/Promoters confirms that they are not restricted in any manner whatsoever from selling the said premises to the Flat Purchaser/s in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of various Purchaser/s the Builders/Promoters shall handover lawful, vacant, peaceful, physical possession of the

common areas of the Structure to the Association of the Flat Purchaser/s;

x. The Builders/Promoters have 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 acquisition or requisition of the said property) has been received or served upon the Builders/Promoters in respect of the project land and/or the Project except those disclosed in the title report.

14. The allottee/s / purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the said premises may come, hereby covenants with the Builders/Promoters as follows :-

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

ii. Not to store in the said premises 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 said premises 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 said premises is situated, including entrances of the building in which the said premises is situated and in case any damage is caused to the building in which the said premises is situated or the said premises on account of negligence or default of the Flat Purchaser/s in this behalf, the Flat Purchaser/s shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which it was delivered by the Builders/Promoters to the allottee/s / purchaser/s and shall not do or suffer to be done anything in or to the building in which the said premises is situated or the said premises 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/s / purchaser/s committing any act in contravention of the above provision, the Flat Purchaser/s 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 said premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said premises is situated and shall keep the portion, sewers, drains and pipes in the said premises 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 said premises is situated and shall not chisel or in any other manner cause damage. to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said premises without the prior written permission of the Builders/Promoters and/or the Society or the Limited Company.

Not to do holes or changes in materials and colour on the exterior walls and chajjas of the premises. Not to fix grills outside the windows. Not to change in external elevation by changing the windows and railing or keeping pots, boards and objects outside the windows or in any other manner whatsoever.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the said premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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

vii. Pay to the Builders/Promoters, as the case may be within fifteen days of demand, 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 allottee/s / purchaser/s is situated.

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

ix. The allottee/s / purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said premises until all the dues payable by the allottee/s / purchaser/s to the Builders/Promoters under this Agreement are fully paid up and only if the allottee/s / purchaser/s had not been guilty of breach of or non-observance of any of the term and conditions of this agreement and unless and until prior permission in writing is obtained from the Builders/Promoters.

x. The allottee/s / purchaser/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The allottee/s / purchaser/s 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 said premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

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

xii. Till a conveyance of the project land on which the building in which said premises is situated is executed in favour of Apex Body or Federation, the allottee/s / purchaser/s shall permit the Builder and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

xiii. allottee/s / purchaser/s agree and undertake to observe, abide by and comply with all the terms, conditions and stipulations of all exemptions orders, scheme, permission, sanctions, approvals, NOCs etc., that have been granted or sanctions and which may hereafter be granted or sanctioned or imposed by any authority, statutory or otherwise, including making payment of all amounts, charges, expenses, deposits etc., whether refundable or not.

15. The Builders/Promoters shall maintain a separate account in respect of sums received by the Builder from the allottee/s / purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said premises or of the said Property and Building or any part thereof. The allottee/s / purchaser/s shall have no claim save and except in respect of the said premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Builder until the said structure of the building is transferred to the Society / Limited Company or other body and until the project land is transferred to the Apex Body / Federation as hereinbefore mentioned.

17. BUILDERS / PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE

After execution this Agreement Builders/Promoters shall not mortgage or create a charge on the said premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the present allottee/s / purchaser/s, who has taken or agreed to take said premises.

Notwithstanding anything contained above, the Builders shall have full right, absolute authority and shall be entitled to sell, assign, mortgage, charge, encumber or otherwise deal with all or any of their rights, title, benefits and interest in respect of the said property, and / or the said building/s or any part thereof, including for the purpose of raising finance, monies for the development of the said property or otherwise, subject to the rights of the allottee/s / purchaser/s under this agreement in respect of said premises.

18. BINDING EFFECT

Forwarding this Agreement to the allottee/s / purchaser/s by the Builders/Promoters does not create a binding obligation on the part of the Builders/Promoters or the allottee/s / purchaser/s until, firstly, the allottee/s / purchaser/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the allottee/s / purchaser/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Builders/Promoters. If the allottee/s / purchaser/s fails to execute and deliver to the Builders/Promoters this Agreement within 30 (thirty) days from the date of its receipt by the allottee/s / purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Builders/Promoters, then the Builders/Promoters

shall serve a notice to the allottee/s / purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the allottee/s / purchaser/s, application of the allottee/s / purchaser/s shall be treated as cancelled and all sums deposited by the allottee/s / purchaser/s in connection therewith including the booking amount shall be returned to the allottee/s / purchaser/s without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

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

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO allottee/s / purchaser/s, subsequent allottee/s / purchaser/s

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

22. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the allottee/s / purchaser/s has/have to make any payment, in common with other Purchaser/s(s) in Project, the same shall be in proportion to the carpet area of the said premises to the total carpet area of all the premises in the Project.

24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Builders/Promoters through its authorized signatory at the Builders/Promoters Office, or at some other place, which may be mutually agreed between the Builders/Promoters and the allottee/s / purchaser/s, and after the Agreement is duly executed by the allottee/s / purchaser/s and the Builders/Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar.

26. The allottee/s / purchaser/s and/or Builders/Promoters 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 Builders/Promoters will attend such office and admit execution thereof.

27. That all notices to be served on the allottee/s / purchaser/s and the Builders/Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the allottee/s / purchaser/s or the Builders/Promoters by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses as specified hereinabove in names of parties.

It shall be the duty of the allottee/s / purchaser/s and the Builders/Promoters to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Builders/Promoters or the allottee/s / purchaser/s, as the case may be.

28. JOINT FLAT PURCHASER/SS

That in case there are Joint Flat Purchaser/ss all communications shall be sent by the Builders/Promoters to the allottee/s / purchaser/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Flat Purchaser/ss.

29. IT is further mutually agreed and understood by and between parties as follows :

i. IN case any security deposit is demanded by the concerned local authorities or government for the purpose of giving water, electricity or any other services connection to the said building/s, such deposit shall be payable by the allottee/s / purchaser/s along with the other Purchasers of the said building/s. The allottee/s / purchaser/s agrees to pay to the Builders/Promoters within seven days of demand the allottee/s / purchaser/s share of such amount of deposit. The allottee/s / purchaser/s also agrees to contribute proportionate expenses for transformer etc., if insisted by M.S.E.B. charges and penalties leviable by the concerned planning authority in connection with the enclosing of balconies or otlas.

ii. THE development and/or betterment charges or other taxes levied by the concerned local authority, Government and/or any other public authority in respect of the said property and/or building/s, shall be borne and paid by the allottee/s / purchaser/s along with all the Purchasers of flats/shops/units in said building/s in proportion to the floor area of their respective premises.

iii. THE allottee/s / purchaser/s and/or the Builders/Promoters shall from time to time sign all applications, papers and documents and do all such acts, deeds and things as the Builders/Promoters and/or the Society may require for safe-guarding the interest of the Builders and/or the Purchaser/s and the other Purchasers of the said premises in the said building/s.

iv. NOTHING contained in this agreement is intended to be nor shall the same be constructed as a grant, demise or assignment in law of the said premises or of the said land and building/s or any part thereof. The allottee/s / purchaser/s shall have no claim, save and expect in respect of the said premises hereby agreed to be sold to him / her and all open spaces, parking spaces, stilts, lobbies, staircases, terraces, recreation space etc., will remain the property of the Builders/Promoters until the said land and the all said buildings are conveyed to the co-operative society as herein before mentioned.

v. ANY delay tolerated or indulgence shown by the Builders/Promoters in enforcing the terms of this agreement or any forbearance or giving of time to the allottee/s / purchaser/s by the Builders/Promoters shall not be constructed as a waiver on the part of the Builders/Promoters of any breach or non-compliance of any of the terms and conditions of this agreement by the allottee/s / purchaser/s nor shall the same in any manner prejudice the rights of the Builders/Promoters.

vi. IT is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace flat in the said building/s, if any, shall be exclusively to the respective Purchasers of the terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace Flat Purchaser/s. The said terrace shall not be enclosed by the

Purchaser/s till the permission in writing is obtained from the concerned local authority and the Builders/Promoters or the society.

vii. a) The Builders/Promoters shall be entitled to transfer, assign, dispose off and/or sell in any manner he / she deem proper the said terrace, etc., to anybody. The allottee/s / purchaser/s along with the other Purchasers will not raise any objection of whatsoever nature. The open spaces shall always be the property of the Builders and the Builders shall have full right and absolute authority to enclose the said stilt area of said building/s if permitted by local body / Planning Authority and further shall have the right to sell the same to any prospective purchaser/s for exclusive use and benefit of such purchaser.

b) The Builders/Promoters shall become the member of the society in respect of its rights and benefits concerned above. If the Builders/Promoters transfers, assigns and disposes of such rights and benefits at any time to anybody the assignee / transferee shall become the member of the society and/or the Apartment Owner's Association in respect of the said rights and benefits. The allottee/s / purchaser/s will not have any objection to admit such assignee or transferee as the member/s of the Society.

c) The allottee/s / purchaser/s agrees that he / she along with the other Purchasers of the flats/shops/units will not charge anything from the Builders/Promoters or their nominee or nominees or transferee any amount by way of monthly maintenance charges or any other charges or outgoings for the use of such terrace, compound walls, display of advertisement or hoardings etc., for the purpose mentioned hereinabove.

viii. THE allottee/s / purchaser/s shall not claim any deduction in the cost of his / her flat on account of deletion of any item of construction as per his / her requirements, of the allottee/s / purchaser/s in his / her flat.

ix. THE Builders/Promoters shall have the right to make additions and/or alterations and raise or put up additional structures, as may be permitted by concerned authorities on the terrace or the said land and/or grant right of way from the said property for development of any other property. If any portion of the said land is acquired or notified to be acquired by the Government or any other Public body or authority, the Builders/Promoters shall be entitled to receive all the benefits in respect of thereof and/or compensatory FSI or all other benefits which may be permitted in lieu thereof. It is further specifically brought to the notice of the allottee/s / purchaser/s that the Builders have reserved their right to obtain the Transferable Development Rights (T.D.R.) from other sources to be used and utilised on the said property and if such further T.D.R. is availed and put to consumption on the said proposed building in accordance with the sanctioned plans and permissions from the municipal authorities, the allottee/s /

purchaser/s herein shall have no objection of such utilisation of the T.D.R. and construction of additional floor space.

x. TILL a conveyance of the said land and said buildings is executed the allottee/s / purchaser/s shall permit the Builders/Promoters and his surveyors, agents with or without workmen and other at all reasonable times to enter into and upon the said lands and said building/s or any part thereof to view and examine the state and condition thereof.

xi. The allottee/s / purchaser/s may with prior permission in writing provide at his / her own costs, charges, expenses and risk extra amenities to the premises. However to grant or not to grant the permission shall be at the sole discretion of the Builder. The allottee/s / purchaser/s shall not carry out any internal or external changes, alterations or additions to the said premises until the Purchaser/s has/have paid all the monies payable by him or her to the Builders/Promoters, either towards the consideration or otherwise and only after the allottee/s / purchaser/s shall have obtained a prior written permission of the Builders/Promoters in writing subject to the same having been approved by the Kalyan Dombivli Municipal Corporation. Provided further that such additions, alterations or provisions for extra amenities shall be carried out by the approved workmen, contractors of the Builder and not through any contractors or workmen not approved by the Builder. It is further agreed and understood by and between the parties that the allottee/s / purchaser/s shall not claim any deduction in the cost of his said premises on account of deletion of any item of construction as per his / her requirements in said premises.

The allottee/s / purchaser/s covenant with the Builders/Promoters that if at the request of the allottee/s / purchaser/s the Builder makes any change in the said premises agreed to be sold and as a result of this the Builder has to use any materials less than the other purchasers, even then the allottee/s / purchaser/s shall not be entitled to any reduction in the agreed price of the said premises and he / she shall be liable to pay the entire agreed price as per this agreement. In case if the Builder have agreed to do any additional extra work for the allottee/s / purchaser/s, the allottee/s / purchaser/s shall within 7 days from the date when the Builders gives the estimated cost, deposit with Builders/Promoters the amount of such estimated cost. If the allottee/s / purchaser/s fails to deposit with the Builder the estimated cost for the additional extra work agreed to be carried out by the Builders/Promoters then the Builders/Promoters shall not be liable to carry out the said additional work in the premises of the allottee/s / purchaser/s.

xii. IT is also agreed and understood that the Builders/Promoters will only pay the municipal tax for the unsold flats / shops/ units after obtaining occupation certificate and/or formation of society and will not pay or liable to pay any maintenance charges like common water, light, sweeper charges, etc., and the Builder can

sell the said flats /shops/ units to any prospective buyers without obtaining the No objection from the society such formed and then such prospective buyers will become the member of the society without charge of any transfer fees etc.

xiii. THAT the Builders has right and the allottee/s / purchaser/s has/have given consent to grant and/or assign the development rights in respect of the said property by the Builder to sub-developer and/or third person but the terms and conditions of this agreement shall be binding on such sub-developer and/or third person.

xiv. THAT the allottee/s / purchaser/s shall at no time demand partition of their interest in the said property hereunder written of the said building/s It being hereby agreed and declared by the Purchaser/s that their interest in the piece or parcel of land more particularly described in the SCHEDULE hereunder written and said building/s is/are importable.

xv. Notwithstanding any other provisions of this agreement the Builder shall be entitled at the his sole and absolute discretion:

a) To form a society or limited Company or condominium of apartment or any other body or bodies of Purchasers to be formed and constituted.

b) To decide and determine how and in what manner the infrastructure including the common utility areas such as gardens, open spaces, roads etc. may be transferred and/or conveyed /assigned/leased.

a) To provide for and incorporate covenant and restriction and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads, if any.

b) To decide from time to time to what extent the building/s along with land appurtenant to its is transferred to the respective body formed.

e) To decide from time to time when and what sort of document of transfer should be executed.

f) To carryout the development by amalgamating the said property with adjoining property/s and/or to expand the scheme of development by acquiring adjacent property/s. To provide permanent nature of access to adjoining properties.

xvi. THE allottee/s / purchaser/s is/are aware that the Builders/Promoters shall be paying the maintenance, municipal taxes, local taxes and all outgoing as aforesaid in respect of whole of the property for and on behalf of the allottee/s / purchaser/s of the flats/shops/units and it shall be the paramount responsibility

and obligation of the allottee/s / purchaser/s to pay all the outgoing regularly. In the event of the default being committed by the allottee/s / purchaser/s herein or any of the Purchaser/s of any other units and in such event the Builders/Promoters shall not be bound to pay the outgoings for and on behalf of such defaulting persons and in the event of any essential supply being disconnected, it shall be the responsible of the allottee/s / purchaser/s together in respect of the flats/shops/units in respect of which possession has been given by the Builders/Promoters.

xvii. IF the allottee/s / purchaser/s intends to cancel this agreement with having good and reasonable grounds, he / she shall give written application to the Builders/Promoters and on cancellation of the agreement he / she shall give six months period to the Builders/Promoters within which period the Builders/Promoters shall arrange to refund the moneys collected by them on account of the installments of the said premises without any interest.

xviii. IN the event of the society or corporate body being registered before the sale and disposal by the Builders/Promoters of all the Flats / Shops / Units in the said building/s, the power and authority of the society or the corporate body so formed or of the Purchaser/s herein and other Purchasers of the flats/shops/units shall be subject to the overall powers of the Builders/Promoters in any matter concerning the building construction and completion thereof and the Builders/Promoters shall have absolute authority and control as regards the unsold flats/shops/units, the balance floor space and its disposal thereof and Builders/Promoters shall be entitled to receive and appropriate sale proceeds arising out of same for their exclusive use and benefits.

xix. THE Builders/Promoters shall be entitled to sell the premises in the said building/s for the purpose of using the same as bank, dispensaries, nursing homes, maternity homes, coaching classes, car parking, stilt and for other non-residential purpose and the allottee/s / purchaser/s herein along with the other Purchasers shall not raise any objection for such non-residential use of the premises sold by the Builders/Promoters to the intending Purchasers.

xx. The allottee/s / purchaser/s hereby declare and confirm that he / she have entered into this agreement, after reading and having understood the contents of all the aforesaid deeds, documents, writings and papers and all disclosures made by the Builders/Promoters to the allottee/s / purchaser/s and with full knowledge and information thereof and subject to the terms, conditions and stipulations imposed or which may hereafter be imposed by the Municipality and all other concerned government bodies and authorities and also subject to the Builders/Promoters right to make the necessary amendments, variations, modifications and / or changes therein and their right to avail, use, utilise, consume and exploit the entire balance and additional

floor space index available on the said property as entire transferable development rights as may be permissible by law.

xxi. All terms, conditions and covenants of this agreement, including the powers, authorities, permission and covenant given by the allottee/s / purchaser/s to the Builders/Promoters herein shall remain valid, operative, binding, continuous, subsisting, irrevocable and in full force and effect even after the occupation / possession of the said premises is handed over to allottee/s / purchaser/s under the possession of the said building/s is handed over to the said organisation and the deed of conveyance / assignment / lease or any other transfer document is executed.

xxii. THE Builders/Promoters shall not be responsible for the consequences arising out of change in law or change in municipal and other laws, rules, regulations etc.,

xxiii. It is expressly ageeed that the Builder shall be entitled to put a hoarding and/or cable network station, mobile phone antenna and/or tower, shelter or mobile station on the said property or on terrace/water tank any the building/s on the said property or any part thereof and such hoarding may be illuminated or comprising of neonsign and for that purpose the Builders/Promoters are fully authorised to allow temporary or permanent construction or execution in installation either on the exterior of the said buildings or on the said property as the case may be and the allottee/s / purchaser/s agrees not to object or dispute the same. Necessary covenants, reservations in respect thereto shall be incorporated in the proposed conveyance. The Builders/Promoters or his nominees shall be exclusively entitled to the income that may be derived by display of such advertisement or installation of cable network or mobile phone station, at any time hereafter. The allottee/s / purchaser/s shall not be entitled to any abatement in the price of the said premises or to object to the same for any reason and shall allow the Builders, his agents, servants etc., to enter into the said property, building/s including the terrace and other open spaces in the building/s for the purpose of putting and/or preserving and/or maintaining and/or removing the advertisement and/or hoarding, neon lights or such installations etc. The Builders/Promoters shall be entitled to transfer or assign such right to any person or persons whom they deem fit and the limited company shall not raise any objection thereto.

xiv. The Stilts/Basement/Garage shall belong to the Builders/Promoters who alone have right to deal with or allot, dispose off the same to any propspective flat purchaser for his exclusive use and benefit and purchaser/s will not raise any objection for the same. The person/s to whom the Stilts/Basement/Garage may be sold or disposed off will be admitted as members to the co-operative society/societies or the limited company/companies or the condominimum/s of apartment owners as the case may be and they will not be entitled to the same for shopping or commmercial or for any other purpose and

the allottee/s / purchaser/s confirms that he/she/they has/have no objection to and shall not dispute the same at any time hereafter.

xxiv. The allottee/s / purchaser/s has/have seen the layout of the proposed building/s and complex and has agreed and understood the common amenities like co-mmon roads, drainage, sewers, water pipe lines, street lights etc., shall be the common property and shall be availably for common use by all the flats/shops/units purchasers in the said complex and the different common organization will have unrestricted right of way in common spaces, roads and laying of pipelines, telephone and electric cables, sewerage and drainage line etc.,

xxv. The Builders/Promoters have also clearly brought to the notice of the allottee/s / purchaser/s during the course of development/ construction they will shift and/ or convert the garden, amenity area of entire or in part or will further use and utilise the benefit of the amenity area as may be sancitoned by the municipal authorities and will avail the additional construction thereof as they may deem fit and proper and also delete the construction of Garden, amemities area and the allottee/s / purchaser/s shall not raise any objection for the same and will not demand the construction there of and further will not claim any compensation thereof and thus have granted their express and irrevocable consent to the Builders/Promoters for making any changes, modifications and revisions in the said entire amalgamated property and /or sanction of plans for the further expansion buildings and commencement and completion of construction work of the same without taking any consent of the allottee/s / purchaser/s herein and the purchaser after verifying the above facts and having the ture and correct knowledge of the same and after satisfying himself / herself has expressed his/ her express and irrevocable consent for the same and agreed to acquire the said premises in the said scheme of construction.

xxvi. It is agreed that before or after the execution of the conveyance in favour of the proposed society, if any further construction on the land is allowed in accordance with the rules and regulations of the municipal corporation then the Builders/Promoters would be entitled to put up additional or other construction without any hindrance by the allottee/s / purchaser/s. Provided that any payment may, have to be made to the municipal corporation for such additional construction shall be paid by the Builders/Promoters. The Builders/Promoters shall be entitled to sell premises forming part of such additional construction in such manner as they may think fit and proper to any person or persons for such consideration as the Builders/Promoters may in its absolute discretion deem fit and proper. The Builders/Promoters will in those events be entilted to connect the electric meters, sanitary and drainage connections provided however that all costs of construction of such additional floors and the connection to be made thereto should be borne by the Builders/Promoters. The Builders/Promoters and/or their transferees shall have the right to

use all the staircase and other common amenities of said building/s. In the event of additional floors being constructed as aforesaid, the water tank shall be shifted to the top of such structures at the cost of Builders/Promoters. Even if any additional construction becoming permissible on the said building/s after the completion of the construction of the said building/s, the Builders/Promoters shall be entitled to construct the same and to sell the additional flats/Units. The allottee/s / purchaser/s herein and the members of the society shall admit such new intending purchaser at its members.

xxvii. In the event of any portion of the said property being required for putting up an electric sub-station, the Builders/Promoters shall be entilted to give such portion to the concerned body for such purpose on such terms and conditions as the Builders shall think fit.

xxviii. IT is hereby agreed that the Builders/Promoters shall be at liberty to amalgamate and/or combine one or more plots of land adjacent to the said land and get the plan of the proposed building/s to be constructed on the said land so amalgamated/ combined sanctioned from the planning authority and in such event form and get registered co-operative housing society of all the flats/shops/units purchasers in the said building/s and the allottee/s / purchaser/s herein shall not, in any manner object the said right of the Builders/Promoters. IT is further agreed that in such event (purchasers of the adjecent land for the purpose of developmnet) the Builders/Promoters shall be at liberty and/or entitled to grant a right of way from and through the said land for approaching (or of the better approach) to the adjecent land those would be acquired with a view to developing them and the allottee/s / purchaser/s herein shall not object the said right of the Builder in any manner and/or has/have given consent for same.

30. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee/s / purchaser/s and he/they will deposit the same with Builders/Promoters as and when demanded.

31. 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 Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

32. GOVERNING LAW

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

FIRST SCHEDULE OF THE ABOVE REFERRED PROPERTY

All that piece and parcel of land lying, being and situate at Village **Gauripada**, Taluka Kalyan, Dist Thane bearing :

Survey No.	Hissa No.	Area (H-R-P)	Assessment (Rs. P)
47	3	0-91-0 P.K. 0-05-0	1.56

within the limits of the Kalyan Dombivli Municipal Corporation and within the Jurisdiction of Registration District Thane, Sub-Registration District Kalyan and bounded as follows :

on or towards East :

on or towards West :

on or towards North :

on or towards South :

SECOND SCHEDULE OF THE ABOVE REFERRED PROPERTY

All that Development rights in respect of Building No. 1 and 2 to be constructed on portion of land forming the part of all that piece and parcel of land lying being and situated at **Village Gauripada,** Taluka Kalyan, Dist Thane bearing :

Survey No.	Hissa No.	Area (H-R-P)	Assessment (Rs. P)
47	3	0-91-0 P.K. 0-05-0	1.56

within the limits of the Kalyan Dombivli Municipal Corporation and within the Jurisdiction of Registration District Thane, Sub-Registration District Kalyan.

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

SIGNED & DELIVERED
by the within named
Builders/Promoters
M/s SHREE KRUPA ENTERPRISES
a partnership firm,
through its Partner,

_____ _____

SIGNED & DELIVERED
by the within named
ALLOTTEE/S / PURCHASER/S

_____ _____

_____ _____

WITNESS:

1. Name: _____ _____

   Address: _____

   _____

2. Name: _____ _____

   Address :_____

   _____

RECEIPT

RECEIVED WITH THANKS FROM]
THE WITHINNAMED PURCHASER/s]
THE SUM OF Rs. _____/-]
(Rupees_____]
_____Only)]
being the part price /]
consideration in respect]
of sale of the flat / shop / unit]
hereinabove mentioned.] I SAY RECEIVED

BUILDERS/PROMOTERS

ANNEXURE - E

List of Amenities

1. Branded Modular Switches.
2. Anodized Aluminium Sliding Windows.
3. Walls Painted with Good Quality Paints.
4. ISI Quality Wiring and Provisions for T.V., Phones and Internet Point.
5. Granite Service Platform with S.S.Sink.
6. Concealed Plumbing.
7. Concealed Wiring.
8. Vitrified Tiles & Flooring in Entire Flat.
9. Elegant Designed Bathrooms.
10. Anti - Skid Flooring in Bathroom & Terrace.
11. Premium Bathroom Fittings.
12. Premium Sanitary Ware.

Common Amenities

1. Overhead and Underground water Tanks.
2. Lift.
3. Entrance lobby, staircase and passage.
4. Lift Room.
5. Open space as per sanctioned plan.