**Annexure 'A'**

**AGREEMENT FOR SALE**

**This Agreement For Sale is made at Badlapur, Tal-Ambernath, Dist. - Thane, On this _____of _____ in the year 202___.**

**BETWEEN .....**

**"ATREE REALTORS",** a partnership firm **through its partner MR. KAILAS BABAN MHASKAR, PAN NO-ABTFA9620N,** Indian Inhabitant, Hindu Adult, aged about 51 Years, Occupation: - Business, having its office situated at: - Village Valivali, Badlapur (West), Taluka-Ambernath, Dist.-Thane, Pin Code - 421503, ..... Hereinafter referred to as "the Promoter of the One Part.

**AND.....**

**1) MR. _____, AGE _____ YEARS, PAN NO-_____, Occupation- _____,**

**2) MRS. _____, AGE _____ YEARS, PAN NO-_____, Occupation- _____,** Residing at: -_____
_____,
..... hereinafter referred to as **"The Allottee"** of the Other Part.

The Property hereinabove mentioned as The properties hereinafter mentioned as **"SCHEDULE"** bearing Survey No. 73, Hissa No. 4(Part), Area admeasuring about **0H-44Aar-30Prati**, Pot Kharaba **0H-03Aar-80 Prati**, Assessment 2.31 Paise, situated lying and being at **Village: -Yeranjad, Taluka-Ambernath, Dist-Thane,** was previously owned by Mr. Krushna Rama Musale. But after his demise his legal heirs i.e. Smt. Laxmibai Krushna Musale & 6 others are recorded on 7/12 extract by **mutation entry No. 1118** of Village Yeranjad, Tal-Ambernath, Dist-Thane.

Thereafter Smt. Laxmibai Krushna Musale & 5 others are release their share in Survey No. 73, Hissa No. 4, area admeasuring about **0H-44Aar-30Prati**, Pot Kharaba **0H-03Aar-80Prati**, Assessment 2.31 Paise, of Village Yeranjad, Tal-Ambernath, Dist-Thane in favour of **MR. TUKARAM KRUSHNA MUSALE,** by **Registered Release Deed bearing No. 1022/2012, Dated 25/01/2012** by **mutation entry No. 1273** of Village Yeranjad, Tal-Ambernath, Dist-Thane.

And thereafter **MR. TUKARAM KRUSHNA MUSALE** had given the above mentioned land for Development to **ATREE REALTORS a partnership firm through Its Partner MR. DIPAK J. VELANI AND MR. KAILASH BABAN MHASKAR** bearing Development Agreement **Reg. No. 1089/2016, Dated 25/05/2016** before Joint Sub Registrar ULH-II and also given a Irrevocable Power of Attorney bearing No. **Reg. No. 1090/2016, Dated 25/05/2016.**

Thus **"ATREE REALTORS",** a partnership firm is having all rights and authority to develop the above property mentioned in **"SCHEDULE**" and they are having good, right and marketable title to develop the above properties by amalgamating the above Properties.

And whereas as per the Development Agreement & Power of Attorney **"ATREE REALTORS",** has sanctioned the **Building Plan** of **01 Building** on the above mentioned property from **KULGAON BADLAPUR MUNICIPAL COUNCIL** bearing No. **KBNP/NRV/BP/3316/2021-22, Unique No. 18**, **Dated 20/04/2021**, and registered the said project at Maharashtra Real Estate Regulatory Authority Mumbai, w**ide registration Number P- 51700031005, dated 29/9/2021.**

**Thereafter Promoter has taken Revised Building Permission from KULGAON BADLAPUR MUNICIPAL COUNCIL** bearing No. **KBNP/NRV/BP/2113/2022-23, Unique No. 59**, **Dated 11/08/2023** and registered the said project at Maharashtra Real Estate Regulatory Authority Mumbai, w**ide registration Number P- _____, dated _____/_____/2023.**

AND WHEREAS pursuant to the aforesaid Development Agreement bearing No. **1089/2016, Dated 25/05/2016** & also given the Irrevocable Power of Attorney **1090/2016, Dated 25/05/2016** of the above **"Schedule",** the party of the first part, **"ATREE REALTORS",** having all Rights to develop the aforesaid property specifically mentioned in "**Schedule**" and the party of the first part had decided to construct **01 multi-storied buildings** having **Part Stilt + Ground Floor + Seven Floors**, **(on plot No. 1, In Phase-2, having Building No. 2) On 1704.95 Sq. Mtrs out of 3409.90 Sq. Mtrs**., as per Plan sanctioned by the Kulgaon Badlapur Municipal Council and they are having all rights to construct and sale of the Flat which is to be constructed on the above said property, …… more particularly described hereunder written (hereinafter referred to as **"THE APARTMENT").**

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Vendor/Promoter is in possession of the project land.

AND WHEREAS the Promoter has proposed to construct on the project land 01 Towers on the above property **Part Stilt + Ground Floor + Seven Floors.** AND WHEREAS the Allottee is offered an **Apartment Number , On the Floor,** (herein after referred to as the said **"Apartment")** in the building called **"KRISHNA DHAM - 2" BUILDING NO. 02, (on plot No. 1, In Phase-2, having Building No. 2) On 1704.95 Sq. Mtrs out of 3409.90 Sq. Mtrs**., **…….. (**Herein after referred to as the said **"Building")** being constructed in the said project, by the Promoters.

AND WHEREAS the Promoter has entered into a standard Agreement **"SAMARTHYA ENGINEERS"** who is an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has appointed a structural Engineer **AADHAR ENGINEERS"** for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building.

AND WHEREAS, by virtue of the Sale Deed and Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building to be constructed by the Promoter on the project land and to enter into Agreements with the allottees of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects **"SAMARTHYA ENGINEERS"** 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 **"ADV. PRASAD G. SHELKE"** authenticated copies of Property card or extract of **Village: - Yeranjad, Tal-Ambernath, Dist-Thane,** Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as **ANNEXURE 'A' AND 'B & B-1',** respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority & authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **ANNEXURE C.**

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **ANNEXURE-D.**

AND WHEREAS, the Promoter has got approvals from the concerned local authority i.e., KULGAON BADLAPUR MUNICIPAL COUNCIL to the plans, the specifications, elevations, sections and of the said building 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 i.e KULGAON BADLAPUR MUNICIPAL COUNCIL/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the

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

AND WHEREAS the Promoter has accordingly commenced construction of the said building in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of an **Apartment No. _____, On the _____ Floor,** situated in the building Named **"KRISHNA DHAM - 2" BUILDING NO. 02, (On plot No. 1, In Phase-2) On 1704.95 Sq. Mtrs out of 3409.90 Sq. Mtrs**., on the said Project.

AND WHEREAS the **Carpet area of the said Apartment is _____ Square meters** and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment. **The subject matter of the present agreement is RERA carpet area _____ Sq. Mtrs as described above + _____ Sq. Mtrs Balcony area**

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

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

AND WHEREAS, under section 13, of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking (if applicable).

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

1. The Promoter shall construct the said building consisting of **"PART STILT + GROUND FLOOR + SEVEN FLOORS"** on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

**1.a (i)** The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **Apartment No. _____, on _____ Floor of carpet area admeasuring _____ Sq. Mtrs + _____ Sq. Mtrs Balcony area** in the building named **"KRISHNA DHAM - 2" BUILDING NO. 02, (on plot No. 1, In Phase-2,) On 1704.95 Sq. Mtrs out of 3409.90 Sq. Mtrs**., (hereinafter referred to as **"the Apartment")** as shown in the Floor plan thereof hereto annexed and marked **ANNEXURES "C"** for the consideration of **Rs. _____/- in Words (Rupees _____ Only)** being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith..... the price of the Apartment including the proportionate price of the common areas and facilities. **The Stamp duty, Registration Fees and GST Charges of 1%. Of this Agreement for sale shall be borne by the Promoter Only. If the GST Amount increases in future in that event the PROMOTER can demand the increased GST Amount from the Allottee)**

**(ii)** The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **Apartment No. _____, on _____ Floor** being constructed as per the layout for the consideration of **Rs. _____/-.**

**(iii)** The Promoter had agreed to sale the covered car Parking No. _____----_____to the Allottee, for the consideration of Rs. _____------_____/- excluding the amount mentioned in above **clause No. (ii).**

**1(c).** The Allottee has paid on or before execution of this agreement a sum of **Rs. _____/- (Rupees _____ only)** (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of **Rs. _____/- (Rupees _____ only).**

**i) 10% Amount of the total consideration being the token amount** (not exceeding 30% of the total consideration) to be paid to the Promoter at the time of booking of the said Flat.

**ii) 20% Amount of the total consideration** (not exceeding 30% of the total consideration) to be paid to the Promoter at the time of registration of this Agreement.

**iii) 15%Amount of the total consideration** (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building in which the said Apartment is located.

**iv) 7 % Amount of the total consideration** (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the 2nd slab including podiums and stilts of the building in which the said Apartment is located.

**v) 6 % Amount of the total consideration** (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the 4th slab including podiums and stilts of the building in which the said Apartment is located.

**vi) 6 % Amount of the total consideration** (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the 6thslab including podiums and stilts of the building in which the said Apartment is located.

**vii) 6 % Amount of the total consideration** (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the 8thslab including podiums and stilts of the building in which the said Apartment is located.

**Viii) 5% Amount of the total consideration amount** (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

**ix) 5% Amount of the total consideration amount** (not exceeding 80% of the total consideration to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift, wells, lobbies up to the floor level of the said Apartment.

**x) 5% Amount of the total consideration amount** (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

**xi) 10% Amount of the total consideration amount** (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, 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 Apartment is located.

**xii)5% Amount** Balance Amount **of the total consideration amount** against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

**The Allotee/Purchaser herein shall pay the aforesaid consideration to the Promoter/Developer herein on due date or within 8(eight) days from the Allottee/Purchaser receiving the written intimation by email/courier/post from the Builder/Promoter asking the Allottee /Purchaser to make the payment.**

**(If there is a delay by the Allottee to pay the consideration amount as per the above Plan, the Promoter is having right to recover the said amount with 1% Per month on the due Amount, and the Allotee will not take objection for the same).**

**(The Cheque /D. D/PAY ORDER OF THE CONSIDERATION AMOUNT HAS TO BE DRAWN OF THE FOLLOWING ACCOUNT): -**

**"ATREE REALTORS"**

**Current Account NO.- 130120900000100**

**IFSC CODE: - TJSB0000130**

**BANK NAME: - TJSB SAHAKARI BANK LTD**

**BRANCH: - BADLAPUR -W**

**1(d)**The Total Price above includes Stamp duty, Registration Fees, Legal Fees and Government Taxes payable by the Promoter by way of G.S.T up to 1 %. But if the GST

amount increase in than even the increased GST amount has to be borne by the Allottee and shall be paid to the Promoter before taking Possession.

**1(e)** The Total Price is escalation-free, save and except escalations/increases, due to Increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

**1(f)** The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments **@ 2 % per annum**, for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

**1(g)** The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation Gap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

**Note: Each of the installments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi-storied building/wing.**

**1 (I) Interest on due unpaid amount: Without prejudice to the right of the Builder/Promoter/Developer to take action for breach arising out of delay in payment of the installments on the due dates, the Allotee/Purchaser/s shall be bound and liable to pay interest as per State bank of India highest Marginal Cost of Lending Rate plus 2% per annum, with monthly rests on all amounts which become due and payable by the Allotee/Purchaser to the Builder/Promoter /Developer till the date of Actual payment.**

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

**2.2** Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1. (c) Herein above. ("Payment Plan").

**3)** The Promoter hereby declares that the **Floor Space Index** available as on date in respect of the project land is **2806.21 Square meters (As Ancillary FSI)** only and Promoter has utilized **1410 Sq. Mtrs. (As Premium FSI)** available to him by implementing various scheme as mentioned in the Development Control Regulation which are applicable to the said Project. The Promoter has disclosed the **Floor Space Index 4209.56 Sq. Mtrs** to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the FSI and on the understanding that the declared F.S.I. shall belong to Promoter only.

**4.1)** If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Shop] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule**,** on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoter.

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

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

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

**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 Promoter in the said building and the Apartment as are set out in **ANNEXURE 'E'**, annexed hereto. And Whereas the Advocate of the said Project had Issued Title Certificate and Search Report which is annexed herewith as **ANNEXURE "F & G"**,

6. The Promoter shall give possession of the Apartment to the Allottee on or **December 2026.** If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

(i) war, civil commotion or act of God;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

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

possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

**7.2)** The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy.

**7.3) Failure of Allottee to take Possession of [Apartment/Shop]:** Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the [Apartment/Shop], from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Shop] to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable. **Though the Allottee delayed in taking possession of his Apartment, then also he has to pay the Maintenance amount to the Promoter from the date of Completion Certificate.**

**7.4)** If within a period of five years from the date of handing over the said premises to the Purchaser, the Purchaser brings to the notice of the Promoter any structural defect in the Premises or the building in which the Premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided after receiving of the flats from the Promoter, any damage due to wear and tear of whatsoever nature caused thereto, the Promoter shall not be responsible for the cost of re-instating and repairing such damages caused by the Purchaser and the Purchaser alone shall alone liable to rectify and re-instate the same at his own costs. Provided further however, that the Purchaser shall not carry out any alterations of the whatsoever nature in the said premises of phase wing and specific the structure of the said unit/ wing/ phase of the said building which shall include but not limit to column, beams, etc., or in the fittings, therein, in particular it is hereby agreed that the Purchaser shall not make any alteration in any of the fittings, pipes, water supply connections or any creation or alteration in the bathroom, toilet and kitchen which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect means only the manufacturing defect/s caused on account of willful neglect on the part of the Builder/Promoter/Developer and shall not mean defects caused by normal wear and tear, negligent use of Apartment/Flat by the Occupants, vagaries of nature, any damage caused due to mishandling, misuse or due to any modifications or furniture work carried out by the Allottee/Purchaser/s either themselves or through their agents or nominees or occupants etc. It is specifically agreed and understood between the parties that the regular wear and tear of the Flat/Apartment/Building/Wing includes minor **hair line cracks** on the external and

internal wall excluding the R.C.C. structure and which also happens due to the **extreme temperature variations in leading to shrinkage cracks in the walls and such shrinkage / minor hair line cracks shall not be deemed to be any defect nor any structural defect and cannot be attributed to either bad workmanship or structural defect.**

**8)** The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence/Shop for carrying on business. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

**9.** The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose 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 byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

**9.1** The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the building or wing in which the said Apartment is situated.

**9.2** The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

**9.3** Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/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

shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution **@ 3/- Rs. Three per Sq. Fts (Carpet) with advance of 24 Months** towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or 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 Promoter to the Society or the Limited Company, as the case may be. If at the Present Society Maintenance the Officials of the Proposed Society/Federation are unable to work with the present Maintenance amount, in that event the Proposed Society/Federation may increase the Maintenance amount in future by due procedure of Law.

**10. The Allottee has to pay on or before delivery of possession of the said premises in the following amounts: -**

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

(ii) Rs. _____for formation and registration of the Society or Limited Company/Federation/ Apex body.
(iii) Rs. _____ /- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/
Apex body
(iv) Rs. _____ deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
(v) **Prior to possession / possession deed pay all the amounts for any extra work carried out by the promoter in way of civil works, grill charges etc.**

**11.** The Allottee shall pay to the Promoter a sum of **Rs. 10,000/-** for meeting all legal costs, charges and expenses, including preparation and registration of the Agreement for sale.

**12.** At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' 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 shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

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

**The Promoter hereby represents and warrants to the Allottee as follows: -**

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

**ii**. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

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

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

**v.** All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/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 Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

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

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

**viii.** The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Shop]to the Allottee in the manner contemplated in this Agreement;

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

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

**xi.** No notice from the Government or any other local body or authority or any Legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

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

**i.** To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

**ii.** Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

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

**iv.** Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

**v.** Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any

part thereof or whereby any increased premium shall become payable in respect of the insurance.

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

**vii.** Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

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

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

**x.** The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment 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 Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter 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 Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter 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.

**15.** The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or

towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

**16.** Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter 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. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE: -**

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

**18. BINDING EFFECT: -**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 **(**fifteen**)** days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

**19. ENTIRE AGREEMENT: -**

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

**20. RIGHT TO AMEND: -**

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

**21. RIGHT TO AMALGAMATION & RIGHT OF WAY :-** It is hereby agreed that the 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 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 purchasers in the said buildings and the purchaser herein shall not, in any manner object the said right of the promoters. It is further agreed that in such event (purchasers of the adjacent land for the purpose of development) the promoter shall be at liberty and / or entitled to grant a right of way from or through the said land for approaching (or of the better approach) to the adjacent lands those would be acquired with a view to developing them and the purchaser herein shall not object the said right of the promoter in any manner.

**22) RIGHT TO USE ADDITIONAL F.S.I & T.D.R.:-** The 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 exemption order, building permissions, deeds, documents, writings and papers and all disclosures made by the promoter to the purchasers and with full knowledge and information thereof and subject to the terms, conditions and concerned town planning authority and all other concerned Government bodies and authorities and also subject to the promoters right to make the necessary amendments, variations, modifications and/or changes therein and their right to avail, use, utilize, consume and exploit the entire balance and additional floor space index available on the said property as well as the transferable development rights as may be permissible by law and other benefits in F. S. I. on the said land.

**23) RIGHT TO OBTAIN FINANCIAL ASSISTANCE & MORTGAGE:-** The promoters have brought to the clear notice and knowledge of the purchaser that during the course of construction, the promoter may seek and obtain financial assistance and cash credit facilities from any Banks or Financial Institutions and the purchaser shall not raise any objection or obstruction to such creation of charge, mortgage and undertake such charge, mortgage shall be cleared by the promoters as per the rules and regulations of the said Bank and the promoter shall obtain necessary consent and no objection for sale and transfer under this present from such Bank or Financial Institutions so as to effectuate the legal and perfect transfer of the said premises in favour of the purchaser herein, and the promoter further declare that they shall all material times clear the said charge, mortgage of the said Bank and shall deduce clear and marketable title to the said premises and the said entire property.

**24) RIGHT TO PUT A HOARDING:-** It is expressly agreed that the promoter shall be entitled to put a hoarding and / or cable network station mobile phone set up or station on the said property or on the building to be constructed on the said property and the said hoardings may be illuminated or comprising of neon sign or such other type of mode as may be designed by the promoter and for the purpose promoter is fully authorized to allow temporary or permanent construction or erection in installation either on the

exterior or the said building or on the property as the case may be and the purchaser agrees not to object or dispute the same. Necessary covenants, reservations in respect thereto shall be incorporated in the proposed conveyance. The Promoter or his nominees shall be exclusively entitled to the income that may be derived by display of such advertisement or installation of cable network station mobile phone station at any time hereafter. The purchaser shall not be entitled to any abatement in the price of the promoter, his agents, servants etc., to enter into the said property including the terraces and other open spaces in the building for the purpose of putting and/or preserving and/or maintaining and/or installations etc. The Promoter shall be entitled to transfer or assign such right to any person or persons whom they deem fit and the purchaser shall not raise any objection thereto.

**25) DISCRETION OF THE PROMOTER: -**Notwithstanding any other provisions of this agreement the promoter has disclosed and brought to the knowledge of the purchaser that it shall be at the sole and absolute discretion of the promoter: -

**a)** to form a separate/combined co-operative housing 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 and on what terms the infrastructure including the common areas and amenity space, recreation Garden, all other open spaces. Layout or internal roads, if any may be allowed to be used, transferred and/or Conveyed / Assigned /Leased.

**c)** to provide for and incorporate covenant and restriction and obligations with regard to the provisions of maintaining the infrastructure and common amenities including garden and roads as well as garden attached to the ground floor flats, if any.

**d)** to decide from time to time to what extent the building/s along with land appurtenant to its 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 grant of right of access/way form and through the said property to the adjacent buildings and plots as well as the easement rights of the said property.

**g)** to form a federation of all the cooperative housing societies to be formed in the said scheme of construction and to convey the said land and the building to a apex body.

**h)** to execute the conveyance of the said property in parts, taking into consideration the divisions of property due to road and such conveyance and transfer of land will not be equivalent to the floor space index consumed in the construction of the building situated on the said land conveyed in favour of the societies.

**i)** It is hereby made clear that furniture lay out, colour scheme elevation treatment, trees garden lawns etc. shown on the pamphlet and literature are shown only to give overall idea to the Purchaser and the same are not agreed to be provided by the promoters unless specifically mentioned and agreed in this agreement. The Promoters reserves the right to make changes in Elevations, Designs, and Colures of all the materials to be used at

his sole discretion. In all these matters the decision of the Promoters are final and it is binding on the Purchaser/s.

And the purchaser has clearly understood the same and in confirmation thereof has granted his / her clear, express, unequivocal and irrevocable consent for the same and shall not raise any objection, claim hindrance and obstruction to the rights, options and discretion as reserved by the promoter herein.

**j)** That the Allottee / Purchasers are made aware and agree that were the project is out of Water Supply Zone of the Local authority or there likely to be low water supply from the Kulgaon Badlapur Municipal Council than it is clearly understood by the Allottee, that they have to pay for the Water charges either bought by the Tanker or any other form ones the Flat is handed over to the purchaser as per the condition mentioned herein. The proportionate share of the Expenses borne for getting water through Water Tankers will be divided between the residence of the Flats of all the sold Flat and the same has to be immediately paid to the Association of Apartment after it is made. It is the duty of the Association of the apartment to bring Water for the use of residence by way of Tanker and pay directly from there outgoing expenses ones the project is handed over by way of conveyance to the association of the apartment as mentioned hereinabove;

It is also made aware to the allottee/Purchasers that if there is no Water Supply Pipeline within 100 meter range of the said project, the owner/Promoter will take application to the Municipal Council, and their competent authority to supply water by the common pipeline till the compound wall or if such water line is available until 100 meter from the periphery of the said project then the owner/promoter will get in the water by putting the pipeline at his own cost upto 100 meter but beyond 100 meter the owner / promoter has to wait and pursue the Municipal Corporation to get the water line upto the said project as the owner / promoter has paid the entire development charges, water charges, for the said project and it is a responsibility of the Kulgaon Badlapur Municipal Council to provide drinking water supply line and drainage line upto the said project. In such case the Allottee / Purchaser is also made aware that in the eventuality water supply line not being there water will be bought by Tankers and the Allottee / Purchasers will have to be bear the charges till the Kulgaon Badlapur Municipal Council provides such Water by pipe line connections.

**26.** The promoter has clearly brought to the notice and knowledge of the purchaser that there will be changes, modifications, further, expansions, amalgamation of the adjacent lands in the scheme of construction and its present and future course of the scheme of development on the said property and / or the adjacent property in manner herein recited and the purchaser has clearly understood the same and in confirmation thereof has granted his/her clear, express, unequivocal and Irrevocable consent for the same and shall not raise any objection, claim and hindrance and obstruction to the rights, options and discretion as reserved by the promoter herein.

**As well as the Fitness Centre which is to be constructed on Building No. 1 and Community Hall which is to be constructed on Building No. 2 shall be used by the all Flat/shop Purchasers of both building no. 1 & 2. The Allottee will not object the same.**

**27. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE: -**

**SUBSEQUENT ALLOTTEES: -**

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

**28. SEVERABILITY: -**

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Shop] to the total carpet area of all the [Apartments/Shop] in the Project.

**30. 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.

**31. PLACE OF EXECUTION: -**

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

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

**33.** That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting

**At Their Respective Addresses Specified Below: -**

**Name of Allottee: - 1) _____**

**2) _____**

**(Allottee's Address) -** _____

_____.

**M/s Promoter name: - "ATREE REALTORS".**

**(Promoter Address) Valivali, Badlapur (West), Tal: -Ambernath.**

**Notified Email ID: - atreerealtors21@gmail.com**

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

**34. JOINT ALLOTTEES: -**

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

**35. Stamp Duty and Registration: -**The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

**36. Dispute Resolution: -**Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

**37. 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 **ARBITRATION TRIBUNAL,** will have the jurisdiction for this Agreement.

**38. The Promoter is providing Gym Facilities in Building No. 1 and Community Hall in Building No. 2 and also providing garden in Both the Buildings. Therefore the Allottees of both the building can use the above amenities i.e. Gym Facilities and Community Hall as common Amenities for both the buildings. No Individual Building can claim rights over any common amenities.**

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

**"Schedule" Above Referred to**
**Description of the freehold/leasehold land and all other details: -**

| Village | Survey / Hissa No. | Area H-R-P | Assessment Rs. Paise |
|---|---|---|---|
| **Village Yeranjad, Tal:- Ambernath, Dist:- Thane.** | **73/4** | **0-44-30**<br>**Pot Kha 0-03-80**<br>**Total Area 0-48-20**<br>**out of which Building No. 2 has to be constructed on 1704.95 Sq. Mtrs out of plot No. 1 area 3409.90 Sq. Mtrs.** | **2.31** |

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

**Allottee: - (including joint buyers )**

**1) _____ ) _____**

**2) _____ ) _____**

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

**Promoter: -** **)**

**"ATREE REALTORS"** **)**

**a Partnership Firm** **)**

**through its partner** **)**

**MR. KAILAS BABAN MHASKAR** **) _____**

**(Authorized Signatory)**

**WITNESSES: -**

**1. Name: - _____ Signature _____**

**2. Name: - _____ Signature _____**

**...R E C E I P T...**

Received of and from the Allottee above named the sum of **Rs. _____/-** **(Rupees _____ Only)** by cheque in following manner: **-**

| Date | Amount | Cheque No. | Name of Bank |
|---|---|---|---|
| | | | |
| | | | |

| | | | |
|---|---|---|---|
| | | | |

**I say received Rs. _____/-**

**Signature: - _____/-**

For **"ATREE REALTORS"**
**The Promoter(s)**

## LIST OF COMMON AMENITIES

**1.** R.C.C. Frame Structure with overhead water tank.

**2.** R.C.C. Siforex Block, Brick masonry walls with internal sand face-plaster with Niru finishing will be provided & Single Coat Plaster from outside.

**3.** Granite Platform in kitchen with stainless steel sink.

**4.** Vitrified Tiles flooring in all rooms **(2 * 2)** & Wall Tiles.

**5.** Aluminum sliding window with powder Coating.

**6.** Concealed Plumbing Work.

**7.** Concealed Electric Fitting.

**08.** Decorative Main Door with Modern Fittings.

**09.** Marble Window frames.

**10.** Distemper colour in all rooms.

**11.** Acrylic colour on the outside walls of the building.

**12.** Lift of reputed Company**.**