# AGREEMENT FOR SALE

This agreement dated made and entered in to at **DOMBIVLI** on this _____ day of _____**, 2024**.

**BETWEEN**

**M/s. RADHIKA CONSTRUCTION COMPANY** a Partnership firm, having its official address at: Plot No. RP- 26, Near Ganpati visarjan Talao, Milap Nagar, M.I.D.C., Dombivali (East) 421203, holding PAN card no. ABDFR2279J through its authorized partner **Mr. GIRISH SHRIKRISHNA MARATHE** age – 39 years, occupation – business, hereinafter called and referred as the **'Promoter/Developer'** (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of respective partners.) of the party of the **FIRST PART;**

**AND**

1) SHRI / SMT _____
Age - ……. years, occupation ……., (**PAN NO. ……**) (**ADHAR NO.**_____) (2) SHRI / SMT. …….
age – ……. years, occupation – ……., (PAN **NO. ……**) (AADHAR **NO.**_____) residing at …….
……
…….
…….
hereinafter referred to as the "Allottee" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his/her/their heirs, executors, administrators and permitted assigns) of the party of the **OTHER PART**;
The Allottee whether singular or plural, masculine or feminine, Partnership Firm, Body Corporate or any other association of people for the sake of brevity is referred to as the **Allottee** as singular masculine;

**WHEREAS** Shashank Co-operative Society Ltd. Registered under Co-operative Societies Act, 1960 having registration no. TNA/HSG/919 OF 1976 dated 18/8/1976 is the owner of the piece of parcel of non-agricultural land admeasuring 1601 Sq Yards or thereabouts equivalents to 1334 Sq. Mts. (as per conveyance deed), 1347 sq.mtrs as per 7/12 extract and or thereabouts bearing old survey no. 20, new survey no. 65 Hissa No. 5 part mouje Navi Dombivali and situate lying and being at Dombivali (West) within the limits of Dombivali Municipal Corporation Taluka-Kalyan and Sub registration District Kalyan, District and registration District Thane Sub -District Dombivali. **(hereinafter referred to as Plot No. 1)**

**WHEREAS** Saptshrung Co-operative Society Ltd. Registered under Co-operative Societies Act, 1960 having registration no. TNA/HSG/615 OF 1975 dated 07/01/1975 is the owner of the piece of parcel of non-agricultural land bearing old survey no. 20, new survey no. 65 Hissa No. 5 i.e. total 833 sq. mtrs., lying and being and situated at village- Navi Dombivali and situate lying and being at Dombivali (West) within the limits of Dombivali Municipal Corporation Taluka-Kalyan and Sub registration District Kalyan, District and registration District Thane Sub -District Dombivali. **(hereinafter referred to as Plot No. 2)**

**AND WHEREAS** vide Re-Development Agreement and Power of Attorney both dated 12/4/2023 duly registered with the office of Joint Sub-Registrar of Assurances, Kalyan-2 on at sr. no. 9080/2023 and 9083/2023 respectively, Shashank cooperative Housing society Ltd. through its office bearers has assigned the Development Rights in respect of the said Plot No.1 to construct thereupon building/s in accordance with terms and conditions of Municipal Corporation to the Promoters/Developers herein.

**AND WHEREAS** vide Re-Development Agreement dated 12/4/2023 and Power of Attorney dated 12/4/2023 with Saptshrung CHS LTD, both were duly registered with the office of Joint Sub-Registrar of Assurances, Kalyan-2 on at sr. no. 9085/2023 and 9087/2023 respectively, Saptshrung co-operative Housing society Ltd. Through its office bearers has assigned the development rights in respect of the Plot no. 2 to construct thereupon building/s in accordance with terms and conditions of Municipal Corporation to the Promoters/Developers herein.

**AND WHEREAS** as per clause no. 43 of Re-development agreement entered into with Shashank Co-operative Housing Society and as per clause no. 42 the Re-Development Agreement entered into with Saptshrung Co-operative housing society, both societies (Original owner) have consented to amalgamate their plots and the Promoter/Developer have agreed to accommodate all members of both the societies in one or more buildings post redevelopment project. That the plot No. 1 and the plot No. 2 shall be amalgamated and together whilst redevelopment of plot no.1 and plot no. 2 herein (Both plots i.e. plot no.1 and plot no.2, together are herein after in this agreement referred to as "**The said Project Land**" for the sake of brevity) and more particularly described in **Schedule-I** annexed hereunder.

**AND WHEREAS** the promoters are entitled and enjoined upon to construct building/s on Project land in accordance with recitals hereinabove.

**AND WHEREAS** the Promoter/Developer is in the possession of the Project land, on the basis of the above-mentioned deeds and documents, the Promoter /Developer have acquired right to develop the said property by constructing multistoried building/s thereon as per their choice and desire and as per the sanctioned plan and permission.

**AND WHEREAS** in pursuance thereto, the Developers/Promoters have commenced the construction of a project being a building proposed to be known as Trinity CHS( ~~Shashank Saptshrung~~) on the said project land having stilt ( P) + ground Floor (P) first Floor to Tenth Floor (residential + Commercial) situated at, Devi Chowk Dombivali West in accordance with the plans sanctioned by the Kalyan Dombivli Municipal Corporation vide its Commencement Certificate bearing Outward No. KDMC /TPD /BP /DOM /2023-24 /31 DATED 18/8/2023 ( hereinafter referred to as the **Said Project"** for the sake of brevity); Commencement certificated dated 18/08/2023 is annexed herewith

**AND WHEREAS** the Developers/Promoters have entered into standard agreement with an Architect registered with the Council of Architects and such agreement is as per the Agreement prescribed by the council of Architects;

**AND WHEREAS** the Promoters/Developers has registered the project under the provisions of this Act with the Real Estate Regulatory Authority at Mumbai no. **P51700055300** authenticated copies attached herewith and marked as Annexure;

**AND WHEREAS** the Developers/promoters have appointed a Structural Engineer for the preparation of the structural designs and drawing of the proposed building to be constructed on the said project land, and the Promoter/Developer accept the professional supervision of the said Architect and the Structural Engineer till the completion of the said building/s.;

**AND WHEREAS** by virtue of Development Agreement/ Power of Attorney the promoter/Developer has sole and exclusive right to dispose of to any third party by way of sale the residential and/or commercial/shop units as well as disposing by way of transfer Car parking except area promised to be handed over/transfer to the original owners (members of Shashank and Saptshrung societies), in the building proposed to be known as Trinity CHS ~~(Shashank Saptshurng)~~ to be constructed in and over the said project land, on ownership basis and to enter into Agreements with the Allottee/s of those units and to receive the sale consideration thereof;

**AND WHEREAS** on demand from the Allottee/s, the Promoter has given inspection to the Allotee of all the documents of the title relating to the project land and the plans, designs and specifications prepared by the promoters/Developer's Architects Mr. Ankur Shetye and of such other documents 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 copy of certificate of title issued by the Attorney at Law or Advocate of the promoter, authenticated copies of property card and 7/12 Extract and any other revenue record showing the nature of the title of the Promoter/Developer on the Project Land on which the apartments/shops/commercial unit/ garages etc. are constructed or are to be constructed have been annexed hereto and marked as Annexure.

**AND WHEREAS** the authenticated copies of the plans of layout as approved by the concerned local authority have been annexed hereto and marked as Annexure.

**AND WHEREAS** the authenticated copies of the plans of the layout as proposed by the promoter and accordingly to which the construction of the buildings and open space are proposed to be provided for on the said project have been annexed hereto and marked as Annexure.

**AND WHEREAS** the authenticated copies of the plans and specification of the Apartment/Commercial unit/shops/ garage/ any other unit agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure.

**AND WHEREAS** the Promoter has got some of the approval from the concerned local authority (s) to the plans, the specification, elevation, section and of the said building/s and shall obtained the balance approval from various authorities from time to time so as to obtain Building completion certificate/occupancy certificate of the said building to be constructed on the project land.

**AND WHEREAS** while sanctioning the said plans, Kalyan- Dombivali Municipal Corporation has laid down certain terms and conditions which are to be observed and performed by the Promoters /Developers while developing the said Project land and constructing the said building and upon due observance and performance of which only the completion and occupation certificate in respect of the said building shall be granted by concerned local authority.

**AND WHEREAS** the promoter/Developer has accordingly commenced construction of the said building/s in accordance with the said proposed plan.

**AND WHEREAS** the allottee has applied to the promoter/Developer for allotment in the project namely Trinity -Shashank Saptshrung an apartment on _____ **Floor** in the building/s to be known as Trinity CHS ~~(Shashank Saptshurng)~~ (Proposed) being constructed on the said project land.

**AND WHEREAS** the carpet area of the said Apartment is _____ **Sq. mtrs. (**_____ **Sq. ft.)** and "carpet area" means the net usable floor area of the said 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.

**AND WHEREAS** the parties relying on Confirmations, re-presentations and assurances of each other to faithfully abide by all terms conditions and stipulations contained in these agreements and all applicable in law are now willing to enter into his agreement on the terms and conditions appearing hereunder

**AND WHEREAS** prior to the execution of these presents the Allottee has paid to the Promoters/Developers sum of **Rs.** _____**/- (Rs.** _____ **Only),** being part payment of the sale consideration of the Apartment agreed to

be sold by the Promoters/Developers to the Allottee as advance payment and the Allottee has agreed to pay to the Promoters /Developers the balance of the sale consideration in the manner hereinafter appearing;

**AND WHEREAS** under Sec. 13 of the said Act the promotor is required to execute a written agreement for sale of the said apartment with the allottee, being in fact these presents and also to register said agreement under the registration Act, 1908.

**AND WHEREAS** in accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties the promotor hereby agrees to sale and the Allottee hereby agrees to purchase the apartment and covered parking.

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

The Developer/Promoter shall construct a project being building proposed to be known as Trinity CHS ~~(Shashank Saptshurng)~~ having stilt (P) + ground Floor (P) first Floor to Tenth Floor (residential + Commercial) situated at, Devi Chowk Dombivali West on the project land in accordance with the plan, design and specification as approved by the concerned local authority time to time.

Provided that, the Promoter/Developer 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 authority or due to change in law and consent towards the modifications and alteration in the plans of building structure without affecting apartment of the Allottee is considered to be given herewith and no specific written consent is required on later date.

1.a i) The Allottee hereby agreed to purchase from the Promoters/Developers and the Promoter/Developer hereby agreed to sell to the Allottee in the Project Namely Trinity -Shashank Saptshrung an **Apartment no.** _____ of the type ____ of carpet area admeasure _____ **sq. mtrs** on _____ **floor,** in the building proposed to be known as Trinity CHS ~~(Shashank Saptshurng)~~ (hereinafter referred to as the Apartment) as shown in the floor plan thereof hereto annexed and marked annexed herewith for the consideration of **Rs.** _____**/- (Rs.** _____ **only)** being the proportionate price for common area and facilities apurtant to the premises, the nature, extent and description of the common area and facilities which are more particularly described in the **second schedule** annexed herewith. (the price of the Apartment including the proportionate price of common area and facilities and parking space should be shown separately)

ii. the Allottee hereby agrees to purchase from The Promoters/Developers and the Promoter/Developer hereby agree to sale to the Allottee, garage bearing no. _____ situated at _____ basement and/or stilt and/or podium being constructed in the layout for consideration of Rs. _____/-

iii. the Allottee hereby agrees to purchase from The Promoters/Developers and the Promoter/Developer hereby agree to sale

to the Allottee, Covered Parking space for consideration of **Rs. _____/- (Rs. _____ only)** as per the agreement by and between the parties the parking space number shall be specified and allotted at the time of possession.

1.b The total aggregate consideration amount **Rs. _____/-** for the Apartment includes garage/covered parking space and Development charges.

1.c The Allottee has paid on or before execution of this agreement **Rs. _____/- (Rs. _____ Only)** of the total consideration as advance payment and hereby agrees to pay to Promoters /Developers the balance amount of **Rs. _____/- (Rupees _____ only)** in the following manner:

a) 10% of total consideration value prior to the execution of this agreement.
b) 15% of total consideration value on completion of the plinth of the building.
c) 7% of total consideration value on completion of 3rd slab
d) 6% of total consideration value on completion of 6th slab
e) 6% of total consideration value on completion of 9th slab
f) 6% of total consideration value on completion of 12th slab
g) 6% of total consideration value on completion of 15th slab
h) 3% of total consideration value on completion of 16th slab
i) 3% of total consideration value on completion of 17th slab
j) 3% of total consideration value on completion of 18th slab
k) 5% of total consideration value after completion of walls, internal plaster, doors and windows of the building.
l) 5% of total consideration value on completion of sanitary fittings, stair cases, lifts wells, lobbies up to the floor level of said apartment.
m) 5% of total consideration value on completion of the external plumbing and external plaster, elevation and terraces with proofing of the building.
n) 5% of total consideration value on completion of lift, water pumps, electrical fittings, and entrance lobby, plinth protections, paving of areas and etc.
o) 5% of total consideration value on possession.

1.d The consideration mentioned hereinabove excludes Taxes (consisting of tax paid or payable by the Promoters by way of GST and/or cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the said Apartment. (The

Allottee has paid an amount towards GST to the Promotor/ developer before this agreement.)

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, rebate for early payment of equal installment payable by the allottee by discounting such early payments @ rate _____ % P.a. For the period by which the respective installments have been preponed. 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 variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter/Developer 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 cluse 1(a) of this Agreement.

1.h . The Allottee authorize the Promoter to adjust/appropriate all payment 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 no 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 instalments linked to number of basements/podiums/floors in case of multi-storied building/wing.

2.1 The Promoters/Developers hereby agree 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, apply for obtaining from the concerned local authority, occupation and / or completion certificate in respect of the Apartment.

2.2 Time is essence for the Promoters/Developers as well as the Allottee. The Promoters/Developers shall abide by the time schedule for completing the project and handing over the said Apartment to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters /Developers as provided in clause 1.c herein above. ("Payment Schedule").

3. The Promoters/Developers hereby declare that, the Floor Space Index available as on date in respect of the said land is 9667.32 Sq. Mtrs. only, and the Promoters/Developers have planned to utilize Floor Space Index of 9667.32 Sq. mtrs. by availing Transferrable Development Rights (TDR) and Floor Space Index (FSI) available on payment of premium or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulations or based on expectation of increased FSI which may be available in future on modifications to Development Control Regulations, which are applicable to the said Project. The Promoters/Developers have disclosed the total Floor Space Index of 9667.32 Sq. mtrs., as proposed to be utilized by it in the said land in the construction of the said project, and the Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of Apartment to be carried out by the Promoters/Developers by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Promoters/Developers only.

4.1. If the Promoters/Developers fails to abide by the time schedule for completing the project and handing over the said premises to the Allottee, the Promoters agree to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the said Rules framed by the State Government from time to time under the said Act, 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 Promoters, interest as specified in the said Rules framed by the State Government from time to time under the said Act, on all the delayed payment which become due and payable by the Allottee to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoters.

4.2 Without prejudice to the right of the Promoters/Developers to charge interest in terms sub clause above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoters under this Agreement, (including his proportionate share of taxes levied by the concerned local authorities and other local outgoings) and/or the Allottee committing 3 defaults of payments of installments, the promoter shall at his own option, may terminate this agreement;

Provided that, promoter shall give notice of 15 days in writing to the Allottee, by registered post AD at the address provided by the Allottee and mail at the Email address provided by the allottee of his intension to terminate this agreement and of the specific breach or breaches of the 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 promoters 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 the termination of this agreement as aforesaid, the promoter shall refund to the allottee (subject to the adjustment and recovery of any agreed liquidated damage or any other amount which may be payable to promoter ) within a period of 30 days of the termination, the installment of the 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 amenities like one or more lifts with particular brand or price range (if unbranded) to be provided by the Promoters /Developers in the said building and the Apartment as are set out in Annexure is annexed hereto.

6. The Promoters shall give possession of the Apartment to the Allottee on or before **31/08/2028** PROVIDED THAT, the Allottee has paid to the Promoters/Developers, the entire amount of consideration as agreed upon hereinabove in these presents (including his proportionate share of taxes levied by the concerned local authorities and other local outgoings) and further has performed and complied with all the covenants, stipulations, terms and conditions herein contained, and on his part to be performed and complied.

If the Promoters/Developers fail or neglect to give possession of the said Apartment to the Allottee herein on account of **reasons beyond his control** and of his agents by the aforesaid date then the Promoters /Developers shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the said Apartment with interest at the same rate as may mentioned in the Clause

4.1 hereinabove from the date the Promoters/Developers received the sum till the date the amounts and interest thereon is repaid

**PROVIDED** that the Promoters shall be entitled to reasonable extension of time for giving possession of said Apartment by the stipulated date, if the completion of construction is delayed on account of on account of

i. war, civil commotion or Act of God; Pandemic
ii. Any notice, order, rule, notification of the Government and / or other public or competent authority / Court.

7. 1 **Procedure for taking possession** – The Promoters /Developers, 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, to the Allottee in terms of this Agreement to be taken within **three (3 months)** from the date of issue of such notice and the Promoters /Developers shall give possession of the Apartment to the Allottee. The Promoter agree and undertake to indemnify the allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee agrees to pay the maintenance charges as determined by the Promoter/Developer or association of Allottees, as the case may be. The Promotor/Developer on his behalf shall offer the possession to the Allottee in writing within seven 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/Developer to the Allottee intimating that, the said Apartments are ready for use and occupancy.

7.3 **Failure of Allottee to take Possession of [Apartment/~~Plot~~]:** Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the [Apartment/~~Plot~~] 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/~~Plot~~] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment 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 Allottee shall be entitled to receive from the Promoter,compensation for such defect in the manner as provided under the Act. **PROVIDED THAT** the such defects if any are not caused due to willful default and/or breach and/or any act committed by any of the Apartment Allottee in the said building in contravention of the stipulations, in connection with the said building and/or the said Apartment as mentioned in Clause No. _____ hereinabove.

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

9. The Promoters/Developers hereby declare that, the Floor Space Index available as on date in respect of the said land is 9667.32Sq. Mtrs. only, and the Promoters/Developers have obtained partial sanction of the area of 5845.24 Sq.Mtrs. The Promoters/Developers have disclosed the total Floor Space Index of 9667.32 Sq.Mtrs., as proposed to be utilized by him on the said land in the construction of the said project, and the Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of Apartment to be carried out by the Promoters/Developers by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Promoters only.

10. Incase promoter/developer decides that any one of the societies to be dissolved then the other society shall remain in force then the existing members of such society would admit Allottee along with other Allottee as new members in the newly constructed building and in case both the societies decided to be dissolved to form new society and registered the same with registrar the said society shall be proposed to be known as "**Trinity Co-operative housing society".** **~~The newly constructed /redeveloped building to be known by name proposed Trinity Shashank Saptashrung~~** For this purpose, also the Allottee from time to

time shall sign and execute the application for registration and /or membership and other papers and documents necessary for the registration or admission of new allotees as members of the society including the bye – laws of the society and duly fill in, sign and return to the Promoters /Developers within 7 days. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye – laws of 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 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/OriginalOwner/Promoter and/or the owners in the said structure of the building or wing in which the said Apartment is situated.

10.2 The Promoter shall, within three months of registration of the Federation/apex body ofthe 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.

10.3 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 for 12 months contribution as provisional contribution at the rate of Rs. 3 per sq. feet 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.

11. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts: -

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

(ii) Rs. ..... for formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) Rs. ..... for proportionate share of taxes and other

charges/levies in respect of the Society or Limited Company/Federation/Apex body

(iv) Rs. ……for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

(v) Rs…… For Deposit towards Water, Electric, and other utilityand services connection charges &

(vi) Rs…… for deposits of electrical receiving and Sub Station providedin Layout

12. The Allottee shall pay to the Promoter a sum of **Rs. 15,000/-** for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment oflease.

13. 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.

14. If additional amenities are required by the Allottee/s then in that event the Allottee agrees to pay in advance the cost of such additional amenities as per the estimate prepared by the Promoters /Developers or the Architect of the Promoters /Developers and his decision shall be final and binding.

14. b The Allottee/s agrees that he / they along with the other Allottee of the Apartment will not charge anything from the Promoters /Developers or its nominees or transferee any amount by way of monthly maintenance charges or any other charges or outgoings for use of terrace, compound, display of advertisement or hoardings etc.

14.c It is agreed between the parties that the Promoters /Developers shall only pay the municipal taxes for the unsold Apartments and shall not pay any maintenance charges, water charges, electricity charges, service charges etc. and the Promoters /Developers shall have a right to sell the Apartment to any prospective buyer and the said buyer shall become the member of the society without paying any transfer premium or any other charges to the society.

15. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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.~~

iii) The Developer/Promoter has secured a project loan from Hero Finance by mortgaging unsold apartments /Flat /shop /commercial units in his possession pursuant to the Development Agreement. Hero Finance has subsequently issued a No Objection Certificate (NOC) authorizing the sale of the current apartment, thereby confirming that the apartment is free from any encumbrances following the issuance of the NOC. The NOC, along with the Index II of the mortgage deed, is attached hereto for reference;

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/~~Plot~~] 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/~~Plot~~]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.

16. The Allottee/s or himself with intention to bring all persons into whosoever hands the Apartment may come, doth hereby covenant with the Promoters /Developers as follows:

i) To maintain the Apartment at Allotee's own cost and good tenantable repair and condition from the date of possession of the Apartment is taken and shall not do so or suffered to be done anything in or to the building in which the Apartment is situate, which may be against the rules, regulations and 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 local authorities if required.

ii) Not to store in the Apartment etc. any goods which are of hazardous, combustible or dangerous in nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situate or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages whose upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situate including entrances of the building in which the Apartment is situate and in case any damage is caused to the building in which Apartment is situate or 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 on at his own cost all internal permissible repairs to the Apartment and maintain the same in the same conditions, state and order in which it was delivered by the Promoters /Developers to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situate or Apartment which may be given the rules and regulations and bye – laws of the concerned local authority or other public authority. And 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 color scheme of the building in which the Apartment is situate and shall keep the portion of sewers, drain pipes in the Premises is situate shall not chisel or in any other manner damage to columns, beams, walls, slabs or R.C.C., pardis or other structural members in the premises without the prior written permission of the Promoters /Developers and / or the society or Limited Company or Apartment.

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 Apartment in the compound or any portion of the said land and the building in which the premises is situated.

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

viii) To bear and pay increases 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 Allotee 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 the possession of the Apartment / shop etc. until all dues payable by the Allottee to the Promoters /Developers 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 Association of Apartment Owner 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 Apartment 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 regarding the occupation and use of the Apartment / shop etc. 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 structure of building in which Apartment is situate is executed in favor of society/limited society, the Allottee shall permit the Promoters /Developers and their surveyor or agents, with or without workmen and others, at all reasonable times, to enter into and up on the said land and building or any part thereof to view and examine the state and conditions thereof.

xii) The Allottee shall not do or permit or be done any act or thing which renders void or voidable any insurance of the project land and building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.

17. The Promoters /Developers shall maintain a separate account in respect of sums received by the Promoters /Developers from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co – operative Society or Company towards the out goings or legal charges, and shall utilize the amounts only for the purposes for which they have been received.

18. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartment 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 / her and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, well and other facilities etc. will remain the property of the Promoters /Developers 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 apex body/federation as hereinbefore mentioned.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the promoter execute this agreement, he shall not mortgage or create a charge on the apartment ~~/ flat/unit/shop~~ and if any such mortgage or charge is made or created then not withstanding anything contained in any other law for the time being in force, such mortgage or such charge shall not affect the right and interest of the allottee who has taken or agreed to take-such apartment vide registered agreement.

20. 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.

21. 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.

22. RIGHT TO AMEND

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

23. 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.

24. 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.

25. 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/~~Plot~~] to the total carpet area of all the [Apartments/~~Plots~~] in the Project.

26. 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.

27. 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 Kalyan- Dombivali 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 Kalyan- Dombivali

28. 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.

29. 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 said Allottee, in case of a transfer, as the said obligations go along with the said Allottee for all intents and purposes.

30. 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 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.

31. Both the parties hereto 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.

32. **IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO**

a. Private terrace in front of each Apartments or attached to the terrace Apartments shown in the plan becomes the sole ownership of that Apartments Allottee.

b. The Promoters /Developers shall have a right on the unsold Apartments even after formation and registration of society.

c. The Promoters /Developers shall have exclusive right over balance F.S.I. of the Project land, if any, or if before the conveyance is executed, any additional or increase in F.S.I. of the said property and shall have a right to construct the said F.S.I. on the existing building as per the sanctioned plan and permission of local authorities.

d. The Promoters /Developers shall have a right to use or obtain T.D.R. of other property and to use the same in the said property or above the said building with the sanction and permission of Kalyan-Dombivali Municipal Corporation till the conveyance of the property is executed and registered in favour of the co – operative housing society to be formed in future.

33. The Promoters /Developers shall not be responsible for the consequences arising out of change in Law or change in Municipal and other Laws, Rules, Regulations etc.

34. It is brought to the notice of the Allottee/s that the electric meters of the Apartment as well as water meters are obtained in the name of the Promoters /Developers and the Allottee/s or their society shall get the same transferred in their favour and the Promoters /Developers shall grant no objection for transfer as and when required.

35. The Allottee/s has seen the layout of the proposed building and has agreed and understood the common amenities like common road, drainage, sewerage, water pipe lines, street light etc. shall be the common property and shall be available for common use by all the Allottees of premises in the building and all the Allottee/s of premises and different common organizations shall have unrestricted right of way in common spaces, road, pipe lines, telephone and electric cable, drainage etc.

36. The Allottee/ s shall be responsible for increase / additional municipal taxes that may be levied by reason of the user of any permitted tenancy or leave and license agreement in respect of the Apartment allotted to the Allottee.

~~37. After the possession of the premises is handed over to the Allottee / s, if any additions or alterations in or about or relating to the said building are thereafter required to be carried out by the Government, Municipality or any other statutory authority the same shall be carried out by the Allottee in co – operation with the Allottee of other premises in the said building at his own cost and the Promoters /Developers shall not be in any manner be liable or responsible for the same and for any damage caused to the building.~~

37. The Allottee hereby declares and confirms that he / she have entered in to this agreement after reading and after having understood the contents of the aforesaid deeds, documents, writings and papers and all disclosures made by the Promoters /Developers to the Allottee/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 Municipal Corporation and all other concerned Government bodies and authorities and also subject to the Promoter's 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 entire transferable development rights as may be permissible by Law.

38. All terms, conditions and covenants of this agreement, including the powers, authorities, permissions and covenant given by the Allottee/s to the Promoters /Developers 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 the Allottee/s under the possession of the said building is handed over to the said organization and the deed of conveyance / assignment / lease or any other transfer document is executed.

39. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms and conditions of these presents or forbearance or giving of time to the Allottee by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-observance of any of the terms and conditions of this agreement by the Allottee, nor shall the same in any manner prejudice the rights of the Promoters.

40. As per present amendment in I.T. Act the Purchaser/ Allottee shall liable to deduct 1% TDS on sale value and accordingly Allottee will pay TDS amount and produce TDS certificate to the Promoter herein. It is obligation and duty of the Allottee herein.

41. 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 and address of allottee
_____

M/s Radhika Construction Company
Through Partner Mr. Girish Shrikrishna Marathe
RP26, Radhika Constrution Company
Near Ganpati Visarjan Talao, Milap Nagar
MIDC, Dombivali (East) 421203
Notified Email ID: _____

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all 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.

42. 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.

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

44. Dispute Resolution: -
Any dispute between parties shall be settled amicably. Incase of

failure to settled the dispute amicably, which shall be referred to the jurisdiction of **MAHA RERA authority** as per the provisions of the Real Estate (Regulationand Development) Act, 2016, Rules and Regulations, thereunder.

45. 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 Kalyan courts will have the jurisdiction for this Agreement

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

**THE FIRST SCHEDULE OF THE PROPERTY**
**(Description of the "The Said Project Land")**

All that piece of parcel of non-agricultural land admeasuring 1601 Sq Yards or thereabouts equivalents to 1334 Sq. Mts. (as per conveyance deed), 1347 sq.mtrs as per 7/12 extract and or thereabouts bearing old survey no. 20, new survey no. 65 Hissa No. 5 part mouje Navi Dombivali and situate lying and being at Dombivali (West) within the limits of Dombivali Municipal Corporation Taluka-Kalyan and Sub registration District Kalyan, District and registration District Thane Sub -District Dombivali. To be bounded as follows
East :-Rajmahal Co-op Hg, Society and Shri Anand Joshi's Property
West :-Radha Niwas Building belonging to Shri M.D. Kulkarni out of Survey No.118 and Ganesh Kripa Belonging to Shri Dike
North :-Saptashrung CHS building adjoining the purchaser own approach road of 12 to the Public Road Going towards Devicha Chowk
South :- Datta Smriti belonging to Shri Mulay and approach Road upto Pathak Road (Municipal Road ) 15 mtr. Road
**(hereinafter referred to as Plot No. 1)**

All the piece of parcel of non-agricultural land bearing old survey no. 20, new survey no. 65 Hissa No. 5 i.e. total 833 sq. mtrs., lying and being and situated at village- Navi Dombivali and situate lying and being at Dombivali (West) within the limits of Dombivali Municipal Corporation Taluka-Kalyan and Sub registration District Kalyan, District and registration District Thane Sub - District Dombivali.To be bounded as :-

East: S.No.20, Hissa No.4 & Partly S.No.20, H.No.3.

West: Private Access Road and beyond that S.No.113.

North: By Survey No.20, H No. Part.

South: By Scheme Road.15 mtrs road

**(Hereinafter referred to as Plot No. 2)**

**Post Amalgamation of the Plot No. 1 with plot no 2 is referred to as "The said Project Land" and all that piece and parcel of the said project land is admeasuring 1999.60 Sq meters.**

**THE SECOND SCHEDULE OF THE PROPERTY:**

(Description of the "Said Apartment")

**ALL THAT** piece and parcel of **Apartment No.** _____, having **Carpet** area admeasuring _____ **Sq.Mtrs.**, on the _____ **Floor**, in the building to be known as **Trinity CHS (PROPOSED)** **[Project Name: Trinity-Shashank Saptshrung]**, situated at Devi chowk, Shastri Nagar, Dombivali West 421202.

**IN WITNESS WHEREOF** the Promoters /Developers and the Allottee have hereunto set and subscribed their respective hands on the day and year first written above.

**SIGNED, SEALED AND DELIVERED** )
By the within named Promoters /Developers )
)
**M/S RADHIKA CONSTRUCTION COMPANY** )
A Partnership firm, )
Represented by and through its Partner )
**SHRI GIRISH SHRIKRISHNA MARATHE** )
in the presence of: )

1. _____ )

2. _____ )

**SIGNED, SEALED AND DELIVERED** )
By the within named **ALLOTTEE** )

In the presence of: )

1. _____ )

2. _____ )

**RECEIPT**

**RECEIVED** of and from the Allottee above named a sum of **Rs.** _____**/- (Rs.** _____ **only)** by cheque no._____, dated _____, Bank _____, being the part payment for the sale of the Apartment paid by the Allottee to the Promoters /Developers as contemplated above.

**We Say Received**

**For M/S RADHIKA CONSTRUCTION COMPANY**
**Partner MR. GIRISH SHRIKRISHNA MARATHE**

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**SCHEDULE OF SPECIFICATIONS OF BUILDING TO BE CONSTRUCTED**

a. Earthquake resistant structural designed R.C.C. building with part stilt and upper floors.
b. Entrance lobby as per design in perspective.
c. Underground & overhead water storage tanks of the size and specifications duly sanctioned as per plan.
d. 1 Submersible Electric pump of 5 H.P. three phase.
e. Compound wall with gate.
f. Automatic generator set backup / inverter backup for elevator.
g. Water proofing of the common terrace with brick bat Koba & China chips.
h. Underground septic tank of size and specifications duly sanctioned as per plan.
i. Decorative outside painting to the entire building with acrylic paint.
j. P C C at all around plot with paver block / chequered tiles.
k. Bore well.
l. Solar Water heater system.
m. Rain Water harvesting.
n. Kota flooring in staircase.
o. Society Office.
p. Height of Plinth level shall be adequate.
q. Height of Commercial premises will be as per sanctioned plan of the corporation.

**ANNEXTURE – B (1)**

**SCHEDULE OF SPECIFICATIONS INSIDE THE BLOCK**

1. Designer main door with best quality teakwood frame of main doorframe shall be of size 5" X 3", and the size of other door shall be 4" X 3" and night latch, brass / plated aldrop, decorative handle from outside.
2. Anodized aluminum sliding windows of ¾ "series with one Mosquito net
3. 2 x 2 Vitrified flooring for all rooms including kitchen and in kitchen wall tiles shall be above kitchen platform and up to ceiling level.
4. Decorative laminated bed room door.
5. Decorative MS grills
6. Black Granite kitchen platform with stainless steels ink
7. Concealed plumbing & concealed electrical wiring
8. Designer tiles up to door height in each toilet.
9. Branded (Jagwar/Plumber) sanitary fixtures, CP fittings with one basin.
10. Sanitary fittings of branded company with wheel /flush valve flushing arrangement.
11. Granite window seal with round molding.
12. Solar Water Heater will be provided.
13. Electrical points to be provided in each room will be as follows: -

| | |
|---|---|
| **Living Room:** | 2Lightpoint, 2Fanpoints&1telephone Point, 1 T.V point, 2 plug points, Two Socket of 5A. |
| **Bed Rooms**: | 2 light point, 1 Fan point, 1 A C point, 1T V point, 1 plug point. 5A/15A socket |
| **Kitchen**: | 2Lightpoint,2Plugpoint(15/5Amp),1 Fan point, 1 domestic point |

**Toilets**: 2 Light points, 1 plug point (15/5Amp)

Loft shall be provided over bathroom.

**Passage:** lightpoint,1 washing machine point. (15/5 Amp)

**Commercial:** 2 light points, 2 Fans points, 5A three pin Socket, 15A power point.