Ward No. :
Village : Katemanivali, Taluka Kalyan, Kalyan (East)
FLAT No. / area : _____carpet area ____ sq. mtrs. plus Enclosed Balcony ____ sq. mtrs. plus Balcony ____ Sq. Mtrs. TOTAL area ____ sq. mtrs. on _____ Floor.
Actual Value : Rs. _____
Market Value : Rs._____

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Kalyan on this ___ Day of _____, 2023/4 B E T W E E N

M/S. YASH REALTY, a partnership firm duly formed under the Indian Partnership Act, 1932, having office at Survey No. 98, Hissa No. 4, Opposite MSEB Office, Shivaji Nagar, Waldhuni, Near "F" Cabin, Kalyan (East) Taluka Kalyan, District Thane by and through its partner Shri._____, Aged ___ years, Occupation Business, hereinafter called and referred to as the DEVELOPER/ PROMOTER (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partners constituting the said firm for the time being, their respective heirs, executors, administrators and assigns) being the Party of the First Part ; AND

SHRI. _____,
Aged _____ years, Occupation _____,residing at_____
_____,
hereinafter called and referred to as the ALLOTTEE (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/ their heirs, executors, administrators and assigns) being the Party of the Second Part ;

WHEREAS by a Deed of Sale dated 23rd October, 2013, made and executed by and between Shri. Mahadeo Dadu Dhekale, Shri. Eknath Ganpat Pingale, Shri. Brijlal Mamaraj Godara as Vendors therein, and Smt. Malini Mahadeo Dhekale and Smt. Geeta Brijlal Bishnoi, as Confirming Party therein, and Shri. Yashwant Sitalprasad Yadav, Shri. Pramod Eknath Pingle, Shri. Jaichand Hiralal Kesarwani, Shri. Narendra Janardan Pathak and Shri. Sabhajeet Jaishree Yadav as Purchasers therein, and duly registered with the Sub-Registrar of Assurances at Kalyan - 1 at Sr. no. 1-7125 - 2013, dated 23rd Oct, 2013, Vendors therein have sold, transferred and assigned and Purchasers therein have purchased and acquired all that piece and parcel of land lying, being and situate at Revenue Village Katemanivli, Taluka Kalyan, District Thane within the Sub-Registration District

Kalyan, Division Kalyan and Registration District Thane bearing Survey No. 99, Hissa No. 2 admeasuring about 0-44-3, Survey No. 99, Hissa No. 1B admeasuring about 0-86-7, Survey No. 98, Hissa no. 8 Pt. admeasuring about 0-12-0, Survey No. 98, Hissa No. 4, admeasuring about 0-62- 4 and Survey No. 99, Hissa No. 4 admeasuring about 299.50 Square Meters, totally admeasuring about 20870 square meters as described in the deed of sale dated 23rd October, 2013 and more particularly described in the FIRST SCHEDULE hereunder written. (Hereinafter called and referred to as the "PROJECT LAND")

AND WHEREAS the Promoter herein have decided to develop the aforesaid project land in phases and presently Promoter have obtained the building permission with respect to lands falling out of Survey No. 99, Hissa no. 2 (to the extent of 325 square meter) and entire land falling out of Survey No. 98, Hissa no. 4 as aforesaid.

AND WHEREAS Purchasers in the aforesaid Deed of Sale dated 23rd October, 2013 have formed and registered a Deed of Partnership dated 17th January, 2022 and have decided to develop the aforesaid project land by making construction of multy storied building/s in accordance with the terms and conditions agreed upon by the partners of the Promoter contained in the said Deed of Partnership ;

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

AND WHEREAS the Promoter are in possession of the project land and the Promoter has proposed to construct on the project land in all _____number of buildings and wings thereof having _____number of Basements / Podiums / Stilt and _____upper floors.

AND WHEREAS the Promoter has into a standard Agreement with Architect registered with the Council of rchitects and such Agreement is as per line Agreement prescribed by the Council of Architects;

AND WHEREAS by virtue of the Deed of Sale and the Deed of Partnership dated 17th January, 2022 the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof ;

AND WHEREAS Promoter has obtained the necessary permission for construction of building/s on the aforesaid project land from the Kalyan Dombivli Municipal Corporation under No. KDMC/NRV/BP/ KV/ _____ dated _____.

AND WHEREAS Kalyan Dombivli Municipal Corporation has issued the aforesaid building permission on certain terms and conditions which are required to be followed and complied by Promoter herein.

AND WHEREAS Promoter herein has also obtained requisite Non Agricultural permission from the office of Tahasildar, Kalyan bearing No. _____.

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

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

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

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority, Kalyan Dombivli Municipal Corporation have been annexed & marked as Annexure D.

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

AND WHEREAS while sanctioning the aforesaid plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land

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

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the aforesaid building plans sanctioned by Kalyan Dombivli Municipal Corporation.

AND WHEREAS Allottee has applied to the Promoter for allotment of an Apartment No._____on _____floor in wing situated in the building No. ____being constructed in the _____phase of the said Project of the Promoter.

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.

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 Promoters to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter doth hereby admits and acknowledges) and the Allottee has / have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS the Promoter has registered the Project under the provisions of the Real Estate (regulation and development) Act 2016, with the Real Estate Regulatory Authority at Mumbai bearing No. _____; authenticated copy is attached in Annexure 'F'.

AND WHEREAS the Allottee is offered an Apartment bearing number _____on the _____floor, (herein after referred to as the said "Apartment") in the _____wing of the Building called _____(herein after referred to as the said "Building") being constructed in the phase of the said project, by the Promoter.

AND WHEREAS in pursuance to the sanctioned plans and permissions, Promoter has commenced the construction work of the

building/s on the project lands consisting of Basement, Ground, _____ Podiums plus _____ upper floors.

AND WHEREAS Promoter declares that the above referred permissions and sanctions are still, subsisting and completely in force.

AND WHEREAS as per the above recitals and permissions, the Promoter are entitled to develop the aforesaid project land and carry out the construction of the proposed building/s at their own costs and expenses and to dispose of the residential flats / units constructed in the building/s on ownership basis and to enter into agreements with the purchasers and to receive the sale price in respect thereof and upon such disposal of the flats / units to convey the said lands together with the building constructed thereon in favour of the co-operative housing society of all those several persons acquiring the respective flats / shops / units.

AND WHEREAS Promoter discloses that during the course of sanction the Promoter has availed the entire floor space index, transferable development rights of the area under road, and premium FSI and FSI on account of stair case and other incentive FSI has been used and only the amenity TDR remains to be used.

AND WHEREAS relying upon the above recitals and disclosures being understood by the Allottee herein to which the Allottee herein has granted his/her consent, Allottee herein is allotted Flat No. ____ on ____ Floor carpet area _____ sq. mtrs. plus Enclosed Balcony _____ sq. mtrs. plus Balcony _____Sq. Mtrs. Total area _____ sq. mtrs. carpet in the building known as _____ (herein after referred to as the said "premises") being constructed on the aforesaid lands described hereunder written at an dfor a total consideration of Rs. _____.

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, under section 13 of the said RERA the Promoter is required to execute a written Agreement for sale of said Premises with the Purchaser, 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 and take over the aforesaid premises on the following terms and conditions.

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

1) The Promoter shall construct the said building/s presently as per the sanctioned plans and permissions on the aforesaid lands described in the Schedule hereunder written 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 Purchaser in respect of variations or modifications in case it may adversely affect the premises 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 acquire from the Promoter and the Promoter hereby agrees to grant, allot and sell to the Owner Allottee, the premises being Flat No. _____ on ____ Floor carpet area _____ sq. mtrs. plus Enclosed Balcony _____ sq. mtrs. plus Balcony _____ Sq. Mtrs. Total area _____ sq. mtrs. carpet in Building known as _____ (hereinafter referred to as "the Premises") as shown in the Floor plan thereof hereto annexed and marked Annexure C-1 and C-2 at and for the cost and / or consideration of Rs. _____including Rs. _____being proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities as well as amenities to be provided therein 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 and parking spaces should be shown separately)

(ii) The Allottee hereby agrees to purchase from the Promoter and the Peomoter hereby agrees to sell to the Allottee garage bearing Nos. _____ sitiated 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 Promoter and the Peomoter hereby agrees to sell to the Allottee covered car parking spaces bearing Nos. _____ sitiated at _____ Basement and / or stilt and / or ____ podium being constructed in the layout for consideration of Rs. _____/-

1.(b) The total aggregare consideration amount of the partment including garages / covered parking spaces is thus Rs. _____/-

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 the Promoter the balance amount of Rs. _____/- (Rupees _____only) in the following manner : -

i) Amount of Rs..... /- (.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.

ii) Amount of Rs...../- (.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.

iii) Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

iv) Amount of Rs..../- (.....) (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.

v) Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi) Amount of Rs...../-(.....) (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..

vii) Amount of Rs_____/- (Rupees _____only) (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 building or wing in which the said premises is located.

viii) Balance Amount of Rs_____/- (Rupees _____only) 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.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot]

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 instalments payable by the Allottee by discounting such early payments @ ___ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to 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 cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by 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 instalments 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 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 Premises/Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Premises/ 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 hand over possession of the said premises/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 instalments and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of constuction by the Promoter as provided in clause (1) (c) hereinabove. (Payment plans)

3) The Promoter hereby declars that the Floor Space Index available as on date in respect of the project land is ____ square meters only and Promoter has planned to utilize floor space index of _____ by availing TDR or FSI available on payments of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulations or based on excepation of increased FSI which may be available in future on modifaication of Development Control Regulations, which are applicable to the said project. The Promoter has disclosed the floor space index of _____ as proposed to be utilized by him on the project land in the said project and allottee has agreed to purchase the said Apartment based on the proposed construction and sale of Apartment to be carried out by the Promoter by utilising the proposed FSI and on the understanding that the declared FSI shall belongs to Promoter only.

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

4.2) Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings)

and on the allottee committing three defaults of payment of instalments, 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 instalments 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 details to be provided by Promoter in the said building and the Premises / Apartment as are set out in Annexure 'E', annexed hereto.

6) The Promoter shall hand over or give possession of the said premises / Apartment to the Allottee on or before _____Day of _____20____ . 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 said premises / Apartment to the Allottee in terms of this Agreement to be taken within 90 days from the date of issue of such notice and the Promoter shall give possession of the said premises / Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fullfilment 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 Allottee's, 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 said premises / Apartment within 15 days of the written notice from the Promoter to the Allottee intimating that the said Apartment / Premises 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 8.1, 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 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4) If within a period of five years from the date of handing over the said Apartment / premises to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment / 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 expenses 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 that 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 be liable to rectify and re-instate the same at his own costs and expenses. Provided further however, that the Allottee / Purchaser shall not carry out any alterations of the whatsoever nature in the said Apartment/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 Allottee / 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 in the building.

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 Allottee along with other Purchaser(s) of premises in the building shall join in forming and registering the Cooperative Housing Society or Association or a Limited Company to be known by such name as the Owner and Promoter may decide jointly 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 Purchaser, so as to enable the Promoter to register the common organisation of Purchaser. No objection shall be taken by the Purchaser 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. The Promoter shall take into consideration the factual aspect as regards the administration, management of day to day affairs of the constructed and completed building and shall form a time frame policy for formation and registration of the co-operative housing society or association or limited company and till such time shall call upon the Allottees who have acquired the flats to form an ad-hoc committee for carrying out the day to day administration and management of the said building in which the said premises is situated and shall render their sincere and utmost co-operation to such ad-hoc committee till the formation and registration of the society or association or limited company.

9.1) The Promoter after formation and registration of such ad-hoc committee, its administration and management and with the cooperation and support of the purchasers in the building/s shall form and register the co-operation housing society or association or limited company and within three months of such 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 Owner / Promoter in the said structure of the Building or wing in which the said Apartment / premises is situated and further the Promoter shall, within three months of registration of the co-operative housing society or Limited Company, as aforesaid, cause to be transferred to such housing society or Federation or Limited Company or Apex Body of Societies all the right, title and the interest of the Owners in the project land on which the building with multiple wings or buildings are constructed.

9.2) It is clearly brought to the notice and knowledge of the Allottee herein that such formation of co-operative housing society or association or limited company and further its transfer of the building

and the land underneath it shall always be executed by reserving the overall right, title, interest, possession, increases and incentives in future floor space index and proposed expansion in the scheme of construction as well tangible and intangible benefits, privileges, advantages accrued or to be accrued to the Promoter herein in the entire scheme of construction and such stipulations, covenants, rights and interest shall form an integral part of such transfer and assignment. It is further clearly brought to the notice and knowledge of the Owner Allottee herein that such transfer and assignment shall not prejudice or cause any hardship, obstruction and hindrance to the Promoter in exercising all the right, title, interest, powers and authorities vested in them in respect of the said entire property, the future course of construction, along with increases, incentives in use, utilization, consumption of the floor space index as may be permitted by the municipal and planning authorities in respect of the entire property and every part thereof as well as their absolute right to sell such additional flats and units to any intending purchaser, enter into agreement, receive and appropriate the sale proceeds thereof and to nominate such purchaser to the membership of the existing cooperative housing society or association or limited company as the case may be without any recourse and consideration to the Purchaser, the cooperative housing society or association of limited company as the case may be. It is clearly agreed and assured by the Purchaser that the Purchaser is aware of the said contents and fact thereof and in confirmation thereof has granted his express and irrevocable consent for the same.

9.3) Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment / Premises is ready for use and occupancy, the Purchasers of the building shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Premises) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other charges as levie by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, watchman, sweepers and all other expenses necessary and incidental to the management and maintenance of the said building for a period of three months. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Promoter provisional monthly contribution per month towards the outgoings as applicable to other flat purchasers. The amounts so paid by the Purchaser 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 Limited Company, as the case may be.

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

(i) Rs. _____/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
(ii) Rs. _____/- for formation and registration of the Society or Limited Company/Federation/ Apex body.
(iii) Rs. _____/- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body.
(iv) Rs. _____/- deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
(v) Rs_____/- For Deposit towards Water, Electric, and other utility and services connection charges &
(vi) Rs _____/- for deposits of electrical receiving and Sub Station provided in Layout

11) The Allottee shall pay to the Promoter a sum of Rs. _____/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-atLaw/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 of lease.

12) At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the 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.

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 Purchaser 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 premises which will, in any manner, affect the rights of Purchaser under this Agreement;

viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said premises to the Purchaser in the manner contemplated in this Agreement;

ix) At the time of execution of the conveyance deed of the structure to the Association of Purchasers the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchasers;

x) The Promoter has duly paid and shall 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 till the possession of the premises is handed over or building completion or occupation certificate is obtained, whichever is earlier;

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 with intention to bring all persons into whosoever hands the Premises may come, hereby covenants with the Promoter as follows :-

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

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

iii) To carry out at his own cost all internal repairs to the said Premises and maintain the Premises in the same condition, state and order in which it was delivered by the Promoter to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Premises is situated or the Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser 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 Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Premises is situated and shall keep the portion, sewers, drains and pipes in the Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Premises 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 Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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

vii) 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 Premises by the Purchaser for any purposes other than for purpose for which it is sold.

viii) The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupancy and use of the Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

ix) Till a conveyance of the structure of the building in which Premises is situated is executed in favour of Society/Limited Society, the Purchaser 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.

x) Till a conveyance of the project land on which the building in which Premises is situated is executed in favour of co-operative housing society or limited company, the Purchaser 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.

14A) The Allottee has seen the layout of the proposed building and has agreed and understood the common amenities like common roads, drainage, sewers, water pipe lines, street lights etc., shall be the common property and shall be available for common use by all the buyers of the premises in the said buildings and accordingly the Purchasers of the premises in the said buildings and the different common organisation will have unrestricted right of way in common spaces, roads and laying of pipelines, telephone and electric cables, sewerage and drainage line etc.,

14B) THE Allottee shall be responsible for 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 premises allotted to the Allottee. It is also further agreed and understood that the Promoter will have to pay the municipal tax for the unsold flats and will have to pay any maintenance charges like water, light etc., and the Promoter can sell the said flats to any prospective buyers and then such prospective buyers will become the member of the society without paying any transfer premium or any other charges.

14C) IT is hereby agreed that the Promoter 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 cooperative 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.

14D) The Promoter has brought to the clear notice and knowledge of the Allottee / Purchaser that during the course of construction, the promoter may seek and obtain financial assistance and cash credit facilities from any banks or financial institution and the Purchaser shall not raise any objection or obstruction to such creation of charge,

mortgage and raising the finance by the Promoter. The Promoter agrees and undertakes 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 of the flat premises as intended to be acquired by the Purchaser 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.

15) The Promoter shall maintain a separate account in respect of sums if received by the Promoter from the Purchaser 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/] 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/plot].

18) BINDING EFFECT Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee 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 SubRegistrar 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 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 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) 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.

22) SEVERABILITY If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made 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.

23) 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.

24) FURTHER ASSURANCES Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in

order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25) PLACE OF EXECUTION The execution of this Agreement shall be complete only upon its execution by the 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 .

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

27) That all 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 (Allottee's Address) Notified Email ID:_____ M/s Promoter name (Promoter Address) 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.

28) 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.

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

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

31) GOVERNING LAW That the rights and obligations of the parties under or arising out of this Agreement shall be construed and

enforced in accordance with the laws of India for the time being in force and the _____ courts will have the jurisdiction for this Agreement.

32) The fixture, fittings, and amenities to be provide by the Promoter in the premises and / or said flat and the said building are those that are set out in the Annexure "B" annexed hereto. It is further agreed and understood that in case additional amenities are required by the Purchaser, then in that event the Owner Allottee agrees to pay in advance the cost of such additional amenities as per the estimate prepared by the Promoter or the Architect of the Promoter and his decision shall be final and binding.

33) The Owner shall have every right and claim save and except in respect of the said Premises hereby agreed to be sold to him along with all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, which is a common area of the building and shall not have right to sell the same to other flat purchasers. The Promoter shall caused the project land to be transferred to the cooperative housing society or limited company as hereinbefore mentioned without any delay.

34) Notwithstanding any other provisions of this agreement the Promoters 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 co-operative housing society or limited company or condominium of Premises or any other body or bodies of Purchasers to be formed and constituted.

b) to decide and determine how and in what manner the infrastructure including the common areas and amenity space, recreation garden, all other open spaces, layout or internal roads if any may be transferred and/ or conveyed/ assigned/ leased if permitted by Kalyan Dombivli Municipal Corporation.

c) to provide for and incorporate covenant and restriction and obligations with regard to the provision of maintaining the infrastructure and garden and 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 from and through the said property to the adjacent buildings and plots as well as the easement rights of the said property.

g) 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 society/ies and the Owner Allottee 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.

35) The Promoters have shown the layout of the entire property to the Allottee and it is agreed and understood by and between the parties that taking into consideration the sanctioned layout the Purchaser covenant with the Promoters as under :-

i) that as per the sanctioned plans and permissions, the open spaces are to be strictly kept unencumbered and unobstructed.

ii) Cable/drainage/telephone lines etc., should be allowed in open space of the building undertaken for development.

iii) common amenities and the estimate thereof as well as proportionate share thereto shall be ascertained by the Architect of the Developer.

iv) the execution of the external compound wall will be as per the design and specification of the architect of promoters and the elevation of the buildings shall not be changed or altered.

v) building shall be maintained in good and proper condition along with the unobstructed right of access.

vi) it is clearly brought to the notice of the Purchaser herein that the area to be conveyed in favour of the Corporate body will not be equivalent to the area of construction availed in the said building constructed on the said available land and the Purchaser herein will not raise any objection, hindrance or obstruction such execution of the conveyance.

36) The name of the Project and building shall be _____ and this name shall not be changed without the written consent of the Promoter.

37) 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.

38) This agreement shall always be subject to the provisions contained in Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under and any other provisions of Law Applicable thereto.

THE FIRST SCHEDULE ABOVE REFERRED TO :

All that piece and parcel of land lying, being and situate at Revenue Village Katemanivli, Taluka Kalyan, District Thane within the Sub-Registration District Kalyan, Division Kalyan and Registration District Thane bearing Survey No. 99, Hissa No. 2 admeasuring about 0-44-3, Survey No. 99, Hissa No. 1B admeasuring about 0-86-7, Survey No. 98, Hissa no. 8 Pt. admeasuring about 0-12-0, Survey No. 98, Hissa No. 4, admeasuring about 0-62- 4 and Survey No. 99, Hissa No. 4 admeasuring about 299.50 Square Meters, totally admeasuring about 20870 square meters and bounded towards East by : Nala, towards West by : Property of Falke bearing Survey No. 98/3 & 95/1, towards South by : Shanti Hindi School and towards North by : Shri. Dunda Dagadu Mahatre property.

THE SECOND SCHEDULE ABOVE REFERRED TO

Description of the nature, extent of common areas and facilities shall be as shown in the sanctioned building plan vide its building permission No. KDMC/ NRV / BP / KV / _____ dated _____.

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

SIGNED & DELIVERED]
by the within named Promoter]
M/s.YASH REALTY,]
through its partner]
_____,] _____
PANCARD No. _____] PROMOTER
in the presence of _____]

SIGNED & DELIVERED]
by the within named Allotee]
_____,]
Bearing Pancard No._____] ALLOTTEE/
In the presence of _____] PURCHASER

WITNESS:

1. Name: _____
_____

2. Name: _____
_____

ANNEXURE – A --	Copy of Title Report.
ANNEXURE –B - - Forms	Copy of Property Card or extract Village VI or VII and XII.
ANNEXURE –C-1	Copies of plans & Layout as approved by the Kalyan DOmbivli Mun. Corporation.
ANNEXURE - C-2	Copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)
ANNEXURE –D -	Authenticated copies of the plans and specifications of the said premises agreed to be purchased by the Purchaser as approved by the concerned local authority
ANNEXURE – E -	Specification and amenities for the Apartment / Premises.
ANNEXURE – F -	Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority.