Flat / Shop / Office / Unit bearing No. _____,

on _____ Floor, in the Building / Wing _____

in the Building Scheme known as **"DESAI CELESTE"**

Area : _____ sq. meters (Carpet)

Plus Balcony area of _____ sq. meters

Plus Dry Balcony area of _____ sq. meters

Market Value: Rs. _____

Actual Value : Rs. _____

AGREEMENT FOR SALE

THIS ARTICLE OF AGREEMENT MADE AT KALYAN

ON THIS **_____ DAY OF _____ 202__**

BETWEEN

M/s KIRTI ENTERPRISES, a registered Partnership Firm, having its Office at Vastu Kirti Bunglow, Flower Valley, Bhiwandi-Murbad Road, Khadakpada, Kalyan (W), District Thane, **(Pan No. AAJFK0715B),** (Email: _____), hereinafter called and referred to as the **"PROMOTERS**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include the Partners constituting the said Firm for the time being their respective heirs, executors, administrators and assigns) being the PARTY OF THE FIRST PART.

A N D

1) Mr. / Mrs. _____

Pan No. _____ Email: _____

aged about _____ years, occupation Service/Business

2) Mr. / Mrs. _____

Pan No. _____ Email: _____

aged about _____ years, occupation Service/Business

residing at _____

_____

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

In this Agreement, unless the context otherwise implies the expression defined hereunder shall have the respective meanings assigned to them.

i) The singular wherever used shall include plural and vice-versa.

ii) The masculine gender used herein shall include feminine and/or neutral gender wherever applicable.

WHEREAS Shri Ramdas Ganpat Joshi and Others are the Owners of and/or otherwise well and sufficiently entitled to all that piece and parcel land lying, being and situate at **Village Kalyan,** Taluka Kalyan, District Thane bearing:

Survey No.	**Hissa No.**	**Area (H-R-P)**	**Assessment (Rs. P)**
70	**1/A** **Old Hissa No. : Part**	**0-29-30** **P. K. 0-03-00**	**0.62**

within the limits of the Kalyan Dombivli Municipal Corporation and within the Jurisdiction of Registration District Thane, Sub-Registration District Kalyan hereinafter called and referred to as the **"Said Property No. 1"** ;

AND WHEREAS by and under Development Agreement dated 26.05. 2008 registered at the Office of Sub-Registrar of Assurances at Kalyan under **Sr. No. KLN2- 4264/2008** made and executed between Shri Ramdas Ganp at Joshi and others as the Owners and the Promoters herein, therein called and referred to as the Developers, Shri Ramdas Ganpat Joshi and others as the owners of said property No. 1 have granted the development rights of said property No. 1 in favour of the Promoters herein on terms and conditions and for the consideration mentioned therein and in pursuance to said Development Agreement dated 26.05.2008 said Shri Ramdas Ganpat Joshi and others as the owners of said property No. 1 have granted Power of Attorney dated 26.05.2008 in respect of said property No. 1 in favour of Promoters herein and said Power of Attorney is authenticated before Office of Sub-Registrar of Assurances at Kalyan under Sr. No. 258/2008.

AND WHEREAS Smt. Sarita Gurunath Joshi and Others the Co-owners of said property No. 1 and they had not joined the execution and registration of said Development Agreement dated 26.05.2018, therefore by and under Agreement dated 07/08/2018, registered at the Office of Sub-Registrar of Assurances at Kalyan under **Sr. No. KLN2- 9057/2018** made and executed between Smt. Sarita Gurunath Joshi and Others as the Owners and the Promoters herein, therein called and referred to as the Developers, said Smt. Sarita Gurunath Joshi and Others have granted the development rights of their undivided share in said property No. 1 in favour of Promoters

herein and have further confirmed and consented the execution of said Development Agreement dated 26.05.2018 by Shri Ramdas Ganpat Joshi and others in favour of the Promoters herein and in pursuant to said Agreement dated 26.05.2018 said Smt. Sarita Gurunath Joshi and Others have also granted Power of Attorney dated 26.05.2018 in respect to their undivided share in said property No. 1 in favour of the Promoters herein and said Power of Attorney is registered at the Office of Sub-Registrar of Assurances at Kalyan under **Sr. No. KLN2 –9058/2018.**

AND WHEREAS one of the co-owner of said property No. 1 Viz. Bhagwan alias Prakash Ganpat Joshi expired intestate leaving behind him surviving daughter Miss Payal Bhagwan alias Prakash Joshi and Widow Vaijanti Bhagwan alias Prakash Joshi as his only legal heirs and legal representatives under the law of succession and inheritance under which he was governed and accordingly their names stood mutated in the records of right as evidence under Mutation Entry No. 4478.

AND WHEREAS by and under Deed of Confirmation dated 10/01/2023 registered at the Office of Sub-Registrar of Assurances at Kalyan under **Sr. No. KLN-2– 695/2023** made and executed between Miss Payal Bhagwan alias Prakash Joshi as the Owner and the Promoters herein, therein called and referred to as Developers, said Miss Payal Bhagwan alias Prakash Joshi has confirmed, consented and ratified the execution and registration of Development Agreement dated 26.05.2008 in respect of said property No. 1 in favour of the Promoters herein and in pursuance to said Deed of Confirmation dated 10/01/2023, said Miss Payal Bhagwan alias Prakash Joshi has also granted Power of Attorney dated 10/01/2023 in favour of the Promoters herein and the same is registered at the Office of Sub-Registrar of Assurances at Kalyan under Sr. No. KLN-2 – 696 / 2023 dated 10/01/2023.

AND WHEREAS late Suryakali Ramapati Harbans Dwivedi was ground lease of area of land admeasuring 722.58 sq. meters forming the part of said property No. 1, therefore after the demise of said Suryakali Ramapati Harbans Dwivedi her legal heirs and /or legal representative Viz. Shri Sharad Ramapati Dube alias Dwivedi has by and under Deed of Confirmation dated 26/04/2023, registered at the Office of Sub-Registrar of Assurances at Kalyan under Sr. No. KLN-2– 10522 / 2023, has confirmed and ratified the vesting of development rights in respect of the said property No. 1 in favour of the Promoters herein and has further released, relinquished and surrendered all his lease hold rights in respect of said land admeasuring 722.58 sq. meters forming the part of said property No. 1 for balance period of lease absolutely and forever in favour of the Promoters

herein and had handed over vacant and peaceful possession of said lease hold in favour of the Promoters herein and in pursuance to said Deed of Confirmation dated 26/04/2023, said Shri Sharad Ramapati Dube alias Dwivedi has also granted Power of Attorney dated 26/04/2023 in favour of the Promoters herein and the same is registered at the Office of Sub-Registrar of Assurances at Kalyan under Sr. No. KLN-2 – 10524 / 2023 dated 26/04/2023.

AND WHEREAS one late Vimal Ramchandra Dhage was owner of rooms in chawl structures standing on said property. 1, therefore after the demise of said Vimal Ramchandra Dhage her legal heirs and /or legal representative Viz. Shri Kishor Ramchandra Dhage and others have by and under Agreement For Alternate Accommodation dated 03/11/2023, registered at the Office of Sub-Registrar of Assurances at Kalyan under Sr. No. KLN2–23309 / 2023, have surrendered all their ownership, rights, title and interest in respect of said rooms absolutely and forever in favour of the Promoters herein on terms and conditions and for the consideration mentioned therein.

AND WHEREAS by and under Deed of Conveyance dated 22/02/2024 registered at the Office of Sub Registrar of Assurances at Kalyan under Sr. No. KLN2 – 3837 / 2024 made and executed between Shri Ambika Prasad Durga Prasad Arak as the Party of the one Part and the Promoters herein as the Party of other part, the Promoters herein have purchased/acquired Room No. 05 admeasuring 300 sq. ft.(Built-up) in Ganpat Joshi Chawl standing on said property No. 1 from Shri Ambika Prasad Durga Prasad Arak as absolute owner on terms and conditions and for the consideration mentioned therein.

AND WHEREAS by and under Deed of Conveyance dated 26/02/2024 registered at the Office of Sub-Registrar of Assurances at Kalyan under Sr. No. KLN2 – 3987 / 2024 made and executed between Smt. Shanti Ramsingh Thakur and Others as the Party of the one Part and the Promoters herein as the Party of the Other Part, the Promoters herein have purchased/acquired Room No. 03 admeasuring 130 sq. ft.(Built-up) in Ganpat Joshi Chawl standing on said property No.1 from Smt. Shanti Ramsingh Thakur and Others as absolute owners on terms and conditions and for the consideration mentioned therein.

AND WHEREAS Shri Kamlakar Dashrath Gaikar is the Owner of and/or otherwise well and sufficiently entitled to all that piece and parcel land lying, being and situate at **Village Kalyan,** Taluka Kalyan, District Thane bearing:

Survey No.	Hissa No.	Area (H-R-P)	Assessment (Rs. P)
70	1/B	0-02-50 P. K. 0-00-20	0.04

within the limits of the Kalyan Dombivli Municipal Corporation and within the Jurisdiction of Registration District Thane, Sub-Registration District Kalyan hereinafter called and referred to as the **"Said Property No. 2"** ;

AND WHEREAS by and under Development Agreement dated 04.05. 2023 registered at the Office of Sub-Registrar of Assurances at Kalyan under **Sr. No. KLN2- 11048 / 2023** made and executed between Shri Kamlakar Dashrath Gaikar as the Owner and the Promoters herein, therein called and referred to as the Developers, Shri Kamlakar Dashrath Gaikar as the owners of said property No. 2 have granted the development rights of said property No. 2 in favour of the Promoters herein on terms and conditions and for the consideration mentioned therein and in pursuance to said Development Agreement dated 04.05.2023 said Shri Kamlakar Dashrath Gaikar as the owners of said property No. 2 have granted Power of Attorney dated 04.05.2023 in respect of said property No. 2 in favour of Promoters herein and said Power of Attorney is registered at the Office of Sub-Registrar of Assurances at Kalyan under Sr. No. KLN2-11049/2008.

AND WHEREAS said property No. 1 and said property No. 2 being adjacent to each other the Promoters herein amalgamated the same and submitted building for the development of such amalgamated property as per Unified Development Control and Promotion Regulation (UDCPR), used and utilised Basic F.S.I and ancillary F.S.I. in proposed building on such amalgamated property and submitted building plans with Kalyan Dombivali Municipal Corporation for approval and Kalyan Dombivali Municipal Corporation approved the said plans and granted Building Commencement Certificate bearing No. KDMC/TPD/ BP/ KD/ 2023-24/63 dated 26.10.2023 in respect of such amalgamated property;

AND WHEREAS said property No. 1 and said property No. 2 is now amalgamated and is herein after called and referred to as **"SAID PROPERTY"** and is more particularly described in the SCHEDULE here under written and is subject matter of present development;

AND WHEREAS in terms of Building Permission dated 26.10.2023 two buildings Viz. Building Wing "A" of Stilt Plus First Floor to Eight Floor (Residential) and Building Wing "B" of Ground Floor Plus First Floor and Second Floor (Commercial) are sanctioned on said property ;

AND WHEREAS The Tahasildar Kalyan by and under his and Order bearing No. Mhasul / K-1 / T-2 / Jaminibabat / Sanad / SR – 223 / 2023 dated 18.09.2023, has granted sanad in respect to the non-agricultural use of said property ;

AND WHEREAS the Promoters herein declare that all aforesaid Development Agreements and Power of Attorneys executed thereto are valid and subsisting and in terms of aforesaid Development Agreements and in terms of sanctioned Plans and Permissions the Promoters herein are well and sufficiently entitled to development said property by constructing multi-storied building on the said property as per sanctioned permissions and plans and to sell the flats / shops / Office / units constructed therein to intending purchaser/s ;

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

AND WHEREAS the Promoters have entered into a standard Agreement with an Architect Mr. Rajan Modak of Dombivali (E), registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects ;

AND WHEREAS the Promoters have appointed Mr, Vikram Goswami as Structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoters accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings ;

AND WHEREAS as recited hereinabove, the Promoters are entitled to develop the said property and carry out the construction of the proposed buildings at their own costs and expenses and to dispose of the Flats / Shops / Offices / Units constructed in the buildings on ownership basis and to enter into agreements with the allottee/s / Purchaser/s and to receive the sale price in respect thereof and upon such disposal of the Flats / Shops / Offices / Units to convey the said land together with the buildings constructed thereon in favour of the co-operative housing society of all those several persons acquiring the respective Flats/Shops/Offices/Units in the buildings subject to terms, conditions, facts and circumstances as mentioned in these presents ;

AND WHEREAS the Promoters are carrying out construction on said property as per sanctioned plans and permissions and expressed their intention to dispose off the Flats/Shops/Offices/Units in the proposed

Building / Wing _____ in the Building Scheme to be known as **"DESAI CELESTE"**;

AND WHEREAS relying upon the above recitals and disclosures and the scope of further and future development being understood by the Purchaser/s to which the Purchaser/s has/have granted his / her / their consent, the Purchaser/s is / are offered a Flat / Shop / Office / Unit bearing No. _____, on _____ Floor, (herein after referred to as the said "premises") in the proposed Building / Wing _____ in the Building Scheme to be known as **"DESAI CELESTE"** being constructed on said Property ;

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

AND WHEREAS it is specifically brought to the notice of the Purchaser/s herein that the Promoters herein for self and constituted attorney of Owners of the said Property No. 1 Viz. Ramdas Ganpat Joshi and others have file Civil Suits in the Court of Civil Judge at Kalyan the details of which is as under:

a) Regular Civil Suit bearing No. 25/2024 filed in the Court of Civil Judge (Junior Division) at Kalyan by the Promoters herein for self and constituted attorney of Shri Ramdas Ganpat Joshi and Others as the Plaintiff and M/s. Gurudev Construction through its Partners 1) Shri Ganpat Namdev Rathod, 2) Shri Kailas Vishwanath Rajeshirke as the Defendants.

b) Regular Civil Suit bearing No. 26/2024 filed in the Court of Civil Judge (Junior Division) at Kalyan by the Promoters herein for self and constituted attorney of Shri Ramdas Ganpat Joshi and Others as the Plaintiff and Jayram Bala Gaikar since deceased his legal heirs Shri Ravindra Jayram Gaikar and Others as the Defendants.

c) Regular Civil Suit bearing No. 28/2024 filed in the Court of Civil Judge (Junior Division) at Kalyan by the Promoters herein for self and constituted

attorney of Shri Ramdas Ganpat Joshi and Others as the Plaintiff and M/s. Gurudev Construction through its Partners 1) Shri Ganpat Namdev Rathod, 2) Shri Kailas Vishwanath Rajeshirke as the Defendants.

d) Special Civil Suit bearing No. 46/2024 filed in the Court of Civil Judge (Senior Division) at Kalyan by the Promoters herein for self and constituted attorney of Shri Ramdas Ganpat Joshi and Others as the Plaintiff and M/s. Gurudev Construction through its Partners 1) Shri Ganpat Namdev Rathod, 2) Shri Kailas Vishwanath Rajeshirke as the Defendants.

e) Other Miscellaneous Criminal Application No. 315/2019 filed in the Court of Judicial Magistrate First Class at Kalyan filed by Shri Rajesh Ganpat Joshi as the Complainant and M/s. Gurudev Construction through its Partners 1) Shri Ganpat Namdev Rathod, 2) Shri Kailas Vishwanath Rajeshirke as the Accused.

AND WHEREAS the aforesaid Suits are filed by the Promoters herein for self and constituted attorney of Owners of the said Property No. 1 Viz. Ramdas Ganpat Joshi and others for cancellation and termination of false and fabricated documents executed in respect of said property No. 1 by the aforesaid Defendants and for other relief prayed therein and said suits are pending for hearing;

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

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

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

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

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

AND WHEREAS the Promoters have got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building,

AND WHEREAS while sanctioning the said plans concerned local authority 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 Promoters have accordingly commenced construction of the said Building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoters for allotment of Flat / Shop / Office / Unit bearing No. _____, on _____ Floor, situated in the proposed Building / Wing _____ in the Building Scheme to be known as **"DESAI CELESTE"** being constructed on said Property ;

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

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 Purchasers have paid to the Promoters a sum of **Rs. _____ /- (Rupees_____ _____ only)** being part payment of the sale consideration of the premises agreed to be sold by the Promoters to the Purchasers as advance payment or Application Fee (the payment and receipt whereof the Promoters both hereby admit and acknowledge) and the Purchasers have agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

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

AND WHEREAS, under section 13 of the Real Estate (Regulation and Development) Act 2016 the Promoters are required to execute a written Agreement for sale of said Flat / Shop / Office / Unit with the allottee/s / purchaser/s, 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 Promoters hereby agrees to sell and the Allottee hereby agrees to purchase (the Premises) and the gargage/covered parking(if applicable)

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

1) THE Promoters have started construction and shall construct the buildings on the said property in accordance with the plans, design specifications approved by the concerned local authority and which have been seen and approved by the allottee/s / purchaser/s with only such variation and modification as the Promoters may consider necessary or as may be required by the municipal authorities to be made in them or any of them for which the allottee/s / purchaser/s hereby gives consent.

   Provided that the Promoters shall have to obtain prior consent in writing of the allottee/s / Purchaser/s in respect of variations or

modifications which may adversely affect said premises of the allottee/s / Purchaser/s except any alteration or addition required by any Government authorities or due to change in law.

2) (a) i) THE allottee/s / purchaser/s hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to allottee/s / purchaser/s the Flat / Shop / Office / Unit bearing No. _____on _____ Floor, admeasuring _____ Sq. Meters (Carpet) in the proposed Building / Wing _____ in the Building Scheme to be known as **"DESAI CELESTE"** and as shown on the floor plan hereto annexed hereinafter called and referred to as **"SAID PREMISES"** at and for the Lumpsum price / consideration of Rs. _____ /- (Rupees_____ _____ ONLY) being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

That said premises will have Enclosed Balcony area of _____ sq. meters Plus Dry Balcony area of _____ sq. meters, which areas shall be for exclusive use and benefit of said premises.

ii) The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee covered parking spaces bearing Nos. _____ situated at Stilt and/or Mechanical Parking being constructed in the layout for the consideration of Rs._____/- (Rupees_____ _____Only).

2) (b) The total aggregate consideration amount for the said premises including garages / covered parking space is thus Rs. _____ /- (Rupees_____ _____ only).

2) (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 herein 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 premises 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 podium and stilts of the building in which said premises 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 premises.

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 premises.

vi. Amount of Rs. _____/- (not exceeding 85 % of the total consideration) to be paid to the Promoter on completion of the external plaster, elevation, terraces with waterproofing of the building in which said premises is located.

vii. Amount of Rs. _____/- (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 area appertain and all other requirements as may be

prescribed in the Agreement of Sale of the building in which the said premises is located.

viii. Balance Amount Rs. _____/- against and at the time of handing over of the possession of the said premises to the Allottee on or after the receipt of Occupancy Certificate or completion certificate.

Note: Each of the instalments mentioned in the Sub Clause (iii) shall be further subdivided into multiple instalments linked to number of basements/podium/floors in case of multi-storeyed building.

2) (d) The Total Price above excludes G.S.T. payable of consideration value of said premises but excludes Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters up to the date of handing over the possession of said premises.

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

2) (f) The Promoters may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the allottee/s / purchaser/s by discounting such early payments @ 1 % per annum for the period by which the respective instalment has been pre-poned. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to allottee/s / purchaser/s by the Promoters.

2) (g) The Promoters shall confirm the final carpet area that has been allotted to the allottee/s / purchaser/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in

the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by allottee/s / purchaser/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the allottee/s / purchaser/s. If there is any increase in the carpet area allotted to allottee/s / purchaser/s, the Promoters shall demand additional amount from the allottee/s / purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1 (a) of this Agreement.

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

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

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

3) The Promoters hereby declares that the Floor Space Index available as on date in respect of the project land is _____ square meters only and Promoters have utilize Floor Space Index of _____ Sq. meters by availing of T.D.R. or F.S.I. available on payment of premiums or F.S.I. available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased F.S.I. which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoters have disclosed the Floor Space Index of _____ as proposed to be utilized by them on the project land in the said Project and allottee/s / purchaser/s have agreed to purchase the said premises based on the proposed construction and sale of Flat/ Shop / Office/ Units to be carried out by the Promoters by utilizing the proposed F.S.I. and on the understanding that the declared proposed F.S.I. shall belong to Promoters only.

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

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

Provided that, Promoters shall give notice of fifteen days in writing to the allottee/s / purchaser/s, by Registered Post AD at the address provided by the allottee/s / purchaser/s and mail at the e-mail address

provided by the allottee/s / purchaser/s, of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the allottee/s / purchaser/s fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the allottee/s / purchaser/s, after deducting 20.00 % of amount of sale consideration of said premises, paid by purchaser/s to Promoters herein as liquidated damages, within a period of thirty days of the termination, the instalments of sale consideration of said premises which may till then have been paid by Allottee to the Promoters.

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

6) The Promoters shall give possession of the said premises to the allottee/s / purchaser/s on or before _____**.** If the Promoters fails or neglects to give possession of the said premises to the allottee/s / purchaser/s on account of reasons beyond their control and of their agents by the aforesaid date then the Promoters shall be liable on demand to refund to the allottee/s / purchaser/s the amounts already received by him in respect of said premises with interest at the same rate as mentioned above from the date the Promoters 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 delivery of Flat / Shop / Office / Unit on the aforesaid date, if the completion of building in which the Flat / Shop / Office / Unit is to be situated is delayed on account of –

(i) war, civil commotion or act of God;
(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1) Procedure for taking possession - The Promoters, upon obtaining the occupancy certificate from the competent authority and on full and final payment made by the allottee/s / purchaser/s as per the agreement shall offer in writing the possession of the said premises, to the allottee/s /Purchaser/s in terms of this Agreement to be taken within 3 (Three months) from the date of issue of such notice and the Promoters shall give possession of the said premises to the allottee/s / purchaser/s. The Promoters agrees and undertakes to indemnify the allottee/s / purchaser/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoters. The allottee/s / purchaser/s agree(s) to pay the maintenance charges as determined by the Promoters or association of various allottee/s / purchaser/s, as the case may be. The Promoters on its behalf shall offer the possession to the allottee/s / Purchaser/s in writing within 7 sdays of receiving the occupancy certificate of the Project.

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

7.3) Failure of allottee/s / purchaser/s to take Possession of said premises : Upon receiving a written intimation from the Promoters as per clause 7.1, the allottee/s / purchaser/s shall take possession of the said premises from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the said premises to the allottee/s / purchaser/s. In case the allottee/s / purchaser/s fails to take possession within the time provided in clause 7.1 such allottee/s / purchaser/s shall continue to be liable to pay maintenance charges as applicable.

7.4) If within a period of five years from the date of handing over the said premises to the allottee/s / purchaser/s, the allottee/s / purchaser/s brings to the notice of the Promoters any structural defect in the said premises or the building in which the said premises is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the allottee/s / purchaser/s shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act.

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

9) The allottee/s / purchaser/s along with other Purchaser/s (s)s of Flat / Units in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the allottee/s / purchaser/s, so as to enable the Promoters to register the common organisation of Purchaser/s of premises in said building. No objection shall be taken by the allottee/s / purchaser/s if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

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

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

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and paythe proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as

may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthlycontribution of Rs. ..... per month towards the outgoings. The amounts so paid bythe 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 suchconveyance/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

10.1) PERIOD AGREED BETWEEN PARTEIS FOR CONVEYANCE:

The Promoters shall, (subject to his right to dispose of the remaining apartments/ unit) execute conveyance of title within three months from the date of issue of Occupancy Certificate.

10.2) Within 15 days after notice in writing is given by the Promoters to the allottee/s / purchaser/s that the said premises is ready for use and occupancy, the allottee/s / purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of said premises) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it,

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

11) The Purchasers shall to the Promoters on or before delivery of possession of the said premises or on demand deposit with the Promoters:-

i) requisite amounts to the Promoters on demand and/or prior to taking the possession of the said flat towards legal charges, entrance fees and share capital, society formation charges, Water connection charges, grill charges, MSEB meter and deposit charges, solar charges, balcony enclosing charges and other incidental expenses thereto.

ii) requisite amount and charges on account of service tax, goods and services tax, value added tax, stamp duty and registration charges and any other taxes and levies as may be imposed by the concerned government and semi-government authorities.

iii) the provisional outgoings for municipal taxes, water bill, bore-well common electric expenses if any (24 months contribution in advance is to be paid at the time of possession) as well as requisite lift charges and proportionate expenses thereto and also the service tax and value added tax as imposed by the Government or Semi Government authorities.

iii) the grill charges, electric meter and deposit charges as well as proportionate share for transformer installation and its equipment's and accessories thereto.

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

13) **REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS**

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

i. The Original landlord, Promoters have 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 Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

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

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

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with

respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the allottee/s / purchaser/s created herein, may prejudicially be affected;

vii. The Promoters has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said premises which will, in any manner, affect the rights of allottee/s / purchaser/s under this Agreement;

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

ix. At the time of execution of the conveyance deed of the structure to the association of various Purchaser/s the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Flat Purchaser/s;

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

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

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

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

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

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

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

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

vii. Pay to the Promoters, as the case may be within fifteen days of demand, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which allottee/s / purchaser/s is situated.

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

ix. The allottee/s / purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said premises until all the dues payable by the allottee/s / purchaser/s to the Promoters under this Agreement are fully paid up.

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

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

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

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

16) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said premises or of the said Property and Building or any part thereof.

The allottee/s / purchaser/s shall have no claim save and except in respect of the said premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters 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) **PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE**

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

18) **BINDING EFFECT**

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

19) **ENTIRE AGREEMENT**

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

20) **RIGHT TO AMEND**

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

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

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

22) **SEVERABILITY**

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

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

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

24) **FURTHER ASSURANCES**

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

25) **PLACE OF EXECUTION**

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

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

27) That all notices to be served on the allottee/s / purchaser/s and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the allottee/s / purchaser/s or the Promoters by Registered Post A.D and notified Email ID at their respective addresses as mentioned below:

ALLOTTEE/S / PURCHASERS

NAME : _____

_____

Address: _____

_____

Notified email _____

BUILDERS/PROMOTERS

M/s KIRTI ENTERPRISES,
having its Office at Vastu Kirti Bunglow,
Flower Valley, Bhiwandi-Murbad Road,
Khadakpada, Kalyan (W), District Thane,
Notified email _____

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

28) **JOINT FLAT PURCHASER/SS**

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

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

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 Maharashtra Real Estate Regulatory 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 Kalyan courts will have the jurisdiction for this Agreement.

SCHEDULE OF THE ABOVE REFERRED PROPERTY

ALL those pieces and parcels lands lying, being and situate at **Village Kalyan,** Taluka Kalyan, District Thane bearing :

Survey No.	**Hissa No.**	**Area (H-R-P)**	**Assessment (Rs. P)**
70	**1/A** **Old Hissa No. : Part**	**0-29-30** **P. K. 0-03-00**	**0.62**
70	**1/B**	**0-02-50** **P.K. 0-00-20**	**0.04**

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

ON OR TOWARDS EAST : Vertex Solitaire Complex

ON OR TOWARDS WEST : Kalyan Bhiwandi Road

ON OR TOWARDS NORTH : Royal Residency Complex

ON OR TOWARDS SOUTH : Triveni Garden Complex

Together with all easementary rights etc.

SECOND SCHEDULE ABOVE REFERRED TO

(Description of said premises)

All that premises being Shop/ **Flat bearing No. _____, on _____ Floor, admeasuring _____ sq. meters** in Building / Wing _____ in the building scheme to be known as **"DESAI CELESTE"** to be constructed on the property described in the First Schedule herein above written.

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

SIGNED & DELIVERED

by the within named

"PROMOTERS"

M/s KIRTI ENTERPRISES,
a registered Partnership Firm,
through its Partner,

Shri _____

_____

SIGNED & DELIVERED

by the within named

ALLOTTEE/S / PURCHASER/S

_____ _____

_____ _____

WITNESS:

1. _____

   _____

2. _____

   _____

R E C E I P T

Received a sum of **Rs. _____ /- (Rupees_____ _____ only)** prior to execution of this agreement in the following manner :

Date	Cheque No.	Amount	Bank

from the purchaser herein as and by way of advance / part consideration.

We say received

M/s KIRTI ENTERPRISES,
a registered Partnership Firm,
through its Partner,

Shri _____ _____

ANNEXURE "A"

LIST OF AMENITIES