

Stilt + \_\_ upper floors  
 Ward No. 8A,  
 Village Wadeghar, Tal.Kalyan  
 S.No.70 H.No.1/1

Flat No. \_\_\_\_ floor \_<sup>th</sup> Building No. \_\_  
 Flat Area : \_\_\_\_\_ sq. mt.(Carpet)  
 Plus Cupboard : \_\_\_\_\_ sq.mt.(Carpet)  
 Plus Open Terrace : \_\_\_\_\_ sq.mt. (Carpet)  
**Market Value** : \_\_\_\_\_/-  
**Actual Value** : \_\_\_\_\_/-

**M/s VPA DEVELOPERS**

PAN NO. :

PAN No. of Flat Purchaser/s

MR. \_\_\_\_\_ PAN NO. : \_\_\_\_\_

MRS. \_\_\_\_\_ PAN No. : \_\_\_\_\_

### **AGREEMENT FOR SALE**

THIS ARTICLE OF AGREEMENT MADE AT KALYAN

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 201\_\_

B E T W E E N

**M/s VPA DEVELOPERS**, a registered Partnership Firm, having its office at First Floor, Matrubaug, Kala Talav, Near Telephone Exchange, GanpatiChowk, Kalyan (w), through its Partner **Shri. Vikas Narayan Virkar (Pan No. AAGFV8035Q)** hereinafter called and referred to as the PROMOTERS (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include the Partners constituting the said firm for the time being and their heirs, executors, administrators and assigns) being the **PARTY OF THE FIRST PART.**

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

WHEREAS by and under the Agreement for Sale dated 17/04/2008, registered at the office of Sub-Registrar of Assurances at Kalyan-1, under Sr. No. 2985/2008 dated 17/04/2008 made and executed Smt. IndubaiDundaPatil and Others as the Owners and the Promoters as the Purchasers Developers, the Promoters herein agreed to acquire all that all that pieces and parcels of land lying, being and situated at Village Wadeghar, TalukaKalyan, Dist Thane bearing Survey No. 70 Hissa No. 1 admeasuring 13180 sq. mtrs and in pursuance thereof the said Owners granted the Power of Attorney in favour of the Promoters herein and the same is also registered at the office of Sub-Registrar of Assurances at Kalyan-1, under serial No. 2986/2008 on 17/04/2008.

AND WHEREAS as per the sanctioned development plan of KalyanDombivli Municipal Corporation, (KDMC) some portion of the aforesaid property is affected by reservations of DP Road, Garden and Primary School and accordingly the property stood naturally sub-divided into Two Residential Zones and various reservations.

AND WHEREAS, accordingly, to develop the said property by keeping in view the areas reserved for the said reservations and D.P. Road, the Promoters submitted the proposal to Kalyan Dombivli Municipal Corporation and the Kalyan Dombivli Municipal Corporation granted the Intimation of Disapproval (I.O.D.) bearing No. KDMC/ NRV/ BP/ KV/ 359-163 dated 31/10/08.

AND WHEREAS in terms of the said interim sanction the aforesaid Property is naturally sub-divided in to two residential plots namely "Plot A" and "Plot B" and remaining areas under reservations as shown in the IOD approved by the Kalyan Dombivli Municipal Corporation.

AND WHEREAS in terms of the said IOD the Promoters are entitled to use and utilize permissible Floor Space Index on the land falling in Residential Zone along with the additional FSI in the form of Floating Floor Space Index / Transferable Development Rights to the extent of area of lands under D P Road reservation and Garden reservation to be surrendered to KDMC.

AND WHEREAS on grant of the interim sanction by the KalyanDombivali Municipal Corporation, the Promoters followed the requisite procedure under law and got the said property converted to non-agricultural use from the Office of the District Collector, Thane under order bearing No. Mahasul/Kaksha-1/T-7 NAP/SR - 346/ 2008 dated 28/01/2009 on the terms and conditions as mentioned therein;

AND WHEREAS on grant of such non-agricultural permissions, the Promoters followed the due process of law with the Kalyan Dombivali Municipal Corporation to develop the Plot A only and the Kalyan Dombivali Municipal Corporation granted the building commencement certificate under its Building permission bearing No. KDMP/NRV/BP/KV/613 - 224 dated 21/12/2009

AND WHEREAS further by and under the Deed of Conveyance dated 03.02.2010 registered at the office of Sub-Registrar of Assurances at Kalyan - 2 under serial No. 1522/2010, the above said property in terms of the agreement for sale dated 17/04/2008 stood conveyed and transferred in the name of the Promoters herein and subsequently a Deed of Correction was executed on 22.06.2013 and registered at the office of Sub-Registrar of Assurances at Kalyan - 2 under serial No. 4960/2013 rectifying the area of the property owned by Promoter in Survey No. 70 Hissa No. 1/1 to 12380 sq. mtrs in place and stead of 13180 sq. mtrs;

AND WHEREAS thus the Promoters herein became the absolute owner of land admeasuring 12380 sq. mtrs forming larger portion of land bearing Survey No. 70 Hissa No. 1/1, totally admeasuring 13180 sq. mtrs and the name of the Promoters stood mutated in the records of right as evidenced by mutation entry No. 1388 hereinafter called and referred to as the **Property No. I**;

AND WHEREAS Smt. IndubaiDundaPatil and Others are the owners of and/or otherwise sufficiently entitled to all that piece and parcel of land lying, being and situate at village Wadeghar, TalukaKalyan, bearing Survey No. 88 Hissa No. 1 admeasuring 660 sq. mtrs hereinafter called and referred to as the **Property No. II**;

AND WHEREAS by and under two separate Agreement for sale, one dated 04/12/2008, registered at the Office of Sub-Registrar of Assurances at Kalyan under Sr.No. 8842/2008 dated 04/12/2008 and other dated 11/12/2008, registered at the Office of Sub-Registrar of Assurances at Kalyan under Sr.No. 9015/2008 dated 11/12/2008 respectively made and executed between the Shri Gajanan KaluDalvi and Others as the Owners and the Promoters herein, therein called and referred to as the Purchaser and Smt. Indubai Dunda Patil and One as the Owners and the Promoters herein, therein called and referred to as the Purchaser, the Promoters herein agreed to purchase all that piece and parcel of land lying, being and situate at village Wadeghar, Taluka Kalyan, bearing Survey No. 88 Hissa No. 1 admeasuring 660 sq. mtrs together with rights to develop the same from said Shri Gajanan Kalu Dalvi and Others and Smt. Indubai Dunda Patil and One the said Owners of said Property No. II on terms, conditions and for the consideration mentioned therein and in pursuance thereof said Shri Gajanan Kalu Dalvi and Others have also granted Power of Attorney dated 03/12/2008 in favour of Promoters herein and the same is registered at the Office of Sub-Registrar of Assurances at Kalyan under Sr.No. 8843/2008 and in pursuance thereof said Smt. Indubai Dunda Patil and One have also granted Power of Attorney dated

11/12/2008 in favour of Promoters herein and the same is registered at the Office of Sub-Registrar of Assurances at Kalyan under Sr.No. 9016/2008;

AND WHEREAS further by and under Deed of Conveyance dated 18.12.2013 registered at the office of Sub-Registrar of Assurances under serial No. 9110/2013, Shri Gajanan Kalu Dalvi and Others sold and conveyed their undivided 50% share the said property to the Promoter herein and further by and under Deed of Conveyance dated 18.12.2013 registered at the office of Sub-Registrar of Assurances under serial No. 9111/2013, Smt. Indubai Dunda Patil and Vasudev Dunda Patil sold and conveyed their undivided 50% share the said property to the Promoter herein and accordingly the Promoters became the sole owners of the said Property II and the name of the Promoters stood mutated in the records of right as evidenced by mutation entry No. 1424 and 1425 respectively hereinafter called and referred to as the **Property No. II;**

AND WHEREAS Shri Chandrakant Ragho Kapse and Others are the owners of and/or otherwise sufficiently entitled to all that piece and parcel of land lying, being and situate at village Wadeghar, Taluka Kalyan, bearing Survey No. 70 Hissa No. 3 admeasuring 610 sq. mtrs hereinafter called and referred to as the Property No. III;

AND WHEREAS by and under Agreement for Sale, dated 04/07/2008, registered at the Office of Sub-Registrar of Assurances at Kalyan under Sr.No. 5138/2008 dated 07/07/2008 made and executed between the ShriChandrakantRaghoKapse and Others as the Owners and the Promoters herein, therein called and referred to as the Purchaser, the Promoters herein agreed to purchase the all that piece and parcel of land lying, being and situate at village Wadeghar, TalukaKalyan, bearing Survey No. 70 Hissa No. 3 admeasuring 610 sq. mtrs from ShriChandrakantRaghoKapse and Others together with right to develop the same from said ShriChandrakantRaghoKapse and Others as the Owners of same on terms terms, conditions and for the consideration mentioned therein and in pursuance thereof said ShriChandrakantRaghoKapse and Others have also granted Power of Attorney dated 04/07/2008 in favour of Promoters herein and the same is registered at the Office of Sub-Registrar of Assurances at Kalyan under Sr.No. 5139/2008 ;

AND WHEREAS further by and under Deed of Conveyance dated 02.01.2016 registered at the office of Sub-Registrar of Assurances under serial No. 32/2016, ShriChandrakantRaghoKapse and Others sold and conveyed the above said property to the Promoter herein and the name of the Promoters stood mutated in the records of right as evidenced by mutation entry No. 1472 hereinafter called and referred to as the **Property No. III;**

AND WHEREAS the Promoters intended to amalgamate the said three properties viz. Survey No. 70 Hissa No. 1/1 admeasuring 13,180 sq. mtrs (carving out the portion of the land admeasuring 800 sq. mtrs retained by VasudevDundaPatil), Survey No. 70 Hissa No. 3 admeasuring 610 sq. mtrs and Survey No. 88 Hissa No. 1 admeasuring 660 sq. mtrs, totally admeasuring 14,450 Sq.mtrs hereinafter called and referred to as the **"Amalgamated Property"**and submitted the plans on Amalgamated Property to the KalyanDombivali Municipal Corporation for sanction and approval and the KalyanDombivali Municipal Corporation by and under its revised sanction has granted the building commencement certificate on Amalgamated Property under Building Permission bearing No. KDMC/NRV/BP/KV/477-205 dated 14/02/2012, and in terms of this revised

permission the Amalgamated Property is naturally sub-divided in to two residential plots namely "Plot A" admeasuring 4700 Sq. mtrs and "Plot B" admeasuring 4105 Sq. mtrs and Area under Road reservation 3305 Sq. mtrs, area under Garden reservation 1370 Sq. mtrs, area under School reservation 970 Sq. mtrs.

AND WHEREAS Promoter has utilized Floating Floor Space Index /TDR to the extent of 3695 Sq. meter in Plot A out of the total Floating Floor Space Index /TDR of 4675 Sq. meter granted by KDMC in lieu of surrendered area under DP Road reservation of 3305 Sq Mtrs and area under Garden reservation of 1370 Sq Mtrs.

AND WHEREAS in pursuance to the sanction on Amalgamated Property, the Promoters obtained the non-agricultural order from the Office of the District Collector, Thane under No. Mahasul/Kaksha-1/T-7/NAP/Wadeghar-Kalyan/SR - 39/12 Navin 160/2013 dated 19.09.2013 on the terms and conditions as mentioned therein;

And WHEREAS Promoter intends to develop Plot A and Plot B Independent of each other.

AND WHEREAS the Promoter has got sanctioned, constructed and completed Two buildings each comprising of Wing A, B and C on "Plot A" of the project known as "Anand Sagar Enclave" and also obtained Occupation Permissions from time to time from Kalyan Dombivali Municipal Corporation as follows:-

Sr. No.	Building /Wings Details	Date	Occupation Permissions No.
1	Building No. I Wing A and B	28.03.2012	KDMP/NRV/CC/KV/535
2	Building No. II Wing A and B	15.09.2012	KDMP/NRV/CC/KV/107
3	Building No. II Wing C	31.05.2014	KDMP /NRV/ CC/ KV / 63
4	Building no. I Wing C	01.03.2018	KDMP / NRV / CC/ KV /OCC /197/18

AND WHEREAS Plot B totally admeasuring 4105 Sq.mtrs is formally sub-divided in to Plot B-1 admeasuring 3305 Sq. mtrs which is owned by the Promoters and Plot B-2 admeasuring 800 Sq. mtrs which is retained and owned by Shri Vasudev Dunda Patil in terms of Plan sanctioned by Kalyan Dombivali Municipal Corporation vide letter bearing No. KDMP/NRV/BP/KV/2012-13/275/208 Dated 17.03.2018 and in the aforesaid sanction the promoter has also utilized balance unutilized Floating Floor Space Index/ TDR of 980 Sq. meter (floating FSI/TDR of 3695 Sq Mtrs being utilized in Plot A) out of the total available Floating Floor Space Index/TDR of 4675 Sq. meter.

AND WHEREAS by and under the Deed of Transfer of Transferable Development Rights between GNP Enterprises Private Ltd and Promoters herein registered at Sr. No 6460/2017 dated 23.06.2017, The Promoters herein have obtained right to utilize TDR to the extent of 799.13 SqMtrs as per the Sanction Letter of KDMC bearing No.KDMP/NRV/317 dated 21/04/2017 granting equivalent floating FSI utilization of 410.56 SqMtrs.to be used and utilized on "Plot B-1" of Said Amalgamated Property in village Wadeghar.

AND WHEREAS as by and under the Deed of Transfer of Transferable Development Rights between P.K Corporation and the Promoters herein registered at Sr No 6597/2017 dated 19.06.2017. The promoter herein have obtained right to utilize TDR to the extent of 734.67 Sq mtrs as per the Sanction Letter of KDMC bearing No. KDMP/NRV/318 dated 21/04/2017 granting equivalent floating FSI utilization of 1583.94 SqMtrs.to be used and utilized on "Plot B-1" of Said Amalgamated Property.

AND WHEREAS the promoter have further submitted the plans and obtained revised sanction for construction of buildings on the land denoted as Plot B-1 which comprises of total TDR/Floating FSI to the extent of 1994 sq. mtrs on the Plot B-1 admeasuring 3305 sq. mtrs forming a part of Survey No. 70/1/1 and the Kalyan Dombivali Municipal Corporation by and under the revised building commencement certificate bearing No. KDMP/NRV/BP/KV/2012-13/275 /208 dated 17.03.2018 inter-alia permitted the sanction of

- i) Building No. 1 consisting of stilt + 11 upper floors + 12<sup>th</sup> floor part,
- ii) Building No. 2 consisting of stilt + 14 upper floors

and the promoter herein are well and sufficiently develop and construct the building no. 1 and 2 on Plot B-1.

AND WHEREAS the Promoter declare that the Promoter intends to commence the construction work of the aforesaid two buildings in Plot B-1 Independent of Plot A of amalgamated property as per the revised sanctioned plans and permissions granted by the Kalyan Dombivali Municipal Corporation under No. KDMP/NRV/BP/KV/2012-13/275/208 dated 17.03.2018 and the same is hereinafter called and referred to as the Said property and more particularly described in the first schedule hereunder written and the scheme is known as "ANAND SAGAR DUOS".

AND WHEREAS the Promoters herein declare that all the above said Agreements, sanctions and permissions are valid, subsisting and completely in force;

AND WHEREAS in terms of the above said Agreements as well as the Deed of Conveyances, the Promoters herein are well and sufficiently entitled to develop the Said property independent of Plot A in the amalgamated property.

AND WHEREAS the plans, floor plans, drawings and specifications etc., in respect of the proposed building have been prepared by Architect of the Promoters;

AND WHEREAS the Promoters have also appointed a Structural Engineer for preparing of structure designs and drawings of the buildings to be constructed thereon;

AND WHEREAS while granting the permission and sanctioning the plans the Municipal/Planning Authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said property and only upon due observance and performance of which completion and/or occupation certificate in respect of the new building shall be granted by the concerned local authority;

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/Units constructed in the buildings on ownership basis and to enter into agreements with the purchaser/s and to receive the sale price in respect thereof and upon such disposal of the Flats/Shops/Units to convey the said Property together with the buildings constructed thereon in favour of the co-operative housing society/Association of Apartment/owners of all those several persons acquiring the respective Flats/Shops/Units ;

AND WHEREAS the Promoters expressed their intention to dispose off the Flats/Shops/Units in the proposed two buildings in Plot No. B-1 admeasuring 3305 sq. mtrs in the scheme of construction known as in "**ANAND SAGAR DUOS**"

AND WHEREAS the Purchaser herein has understood the entire scheme of construction, the land reserved for reservations, land affected by roads, internal roads, common recreational spaces and other amenities and facilities in the said scheme of construction known as **ANAND SAGAR DUOS** and have granted his / her express and irrevocable consent and confirmation for the same.

AND WHEREAS the Promoter have appointed

an Architect registered with the Council of Architects.

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

AND WHEREAS the Promoter has followed the procedure under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority and obtained the certificate of registration in respect of two buildings to be constructed in the portion of land admeasuring 3305 sq.

mtrs to be constructed in Plot No.B-1 forming a part of land bearing Survey No. 70/1/1 totally admeasuring 12380 sq. mtrs forming a part of the Amalgamated Property and known as "ANAND SAGAR DUOS" bearing No. \_\_\_\_\_ dated \_\_\_\_\_.

AND WHEREAS on demand from the Purchaser, the Promoter has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the 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 Premises 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.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-1.

AND WHEREAS the authenticated copies of the plans and specifications of the Premises agreed to be purchased by the Purchaser, as sanctioned and approved by the local authority have been annexed and marked as Annexure C-2.

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 and the said fact of such stage of progress of construction work, building wise, phase wise completion is also disclosed and brought to the notice and knowledge of the Purchaser herein.

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 Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Purchaser has applied to the Promoter for allotment of Flat and the Promoters relying upon the above representations made to the Purchaser and the Purchaser accepting the same and / or granting his / her clear, express and unequivocal consent has agreed to sell to the Purchaser and the Purchaser has agreed to acquire the Flat No. \_\_\_\_\_ on \_\_\_\_\_ floor admeasuring \_\_\_\_\_ sq. mt. carpet in **Building No. \_\_\_\_\_** in the portion of **Plot No. B-1** forming a part of the Said Amalgamated Property and known as "**ANAND SAGAR DUOS**" hereinafter for the sake of brevity called and referred to as the "Said Flat" allotted to the Purchaser/s and shown and marked accordingly on the floor plan annexed hereto.

AND WHEREAS the carpet area of the said premises is \_\_\_\_\_ square mtrs and "carpet area" means the net usable floor area of the said premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Premises for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Premises for exclusive use of the Purchaser but includes the area covered by the internal partition walls of the premises.

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 Purchaser has paid to the Promoter a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), being part payment of the sale consideration of the premises agreed to be sold by the Promoter to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Purchaser has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said 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 Purchaser hereby agrees to purchase the said premises.

NOW THEREFOR, 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 said property 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 which may adversely affect the premises of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.
  - 1.a The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser, the premises being the Flat / Shop / Office / Unit No. \_\_\_\_\_ on \_\_\_\_\_ floor admeasuring \_\_\_\_\_ sq. mt. carpet in **Building No.**\_\_\_\_ in the portion of **Plot No. B-1** forming a part of the Said Amalgamated Property and known as "**ANAND SAGAR ENCLAVE**" along with the right to use the areas of cupboards as per the sanction plan plus the right to use the balcony Areas (to be enclosed) attached to the flat premises (hereinafter referred to as "the Premises") as shown in the Floor plan thereof hereto annexed and marked Annexure D for the consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) including 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.
  - 1.b The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser garage bearing No. \_\_\_\_\_ situated at \_\_\_\_\_ Basement and/or Stilt and/or \_\_\_\_\_ podium being constructed in the layout for the consideration of Rs. \_\_\_\_\_
  - 1.c The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser covered parking spaces bearing No. \_\_\_\_\_ situated at \_\_\_\_\_ Basement and/or stilt and /or \_\_\_\_\_ podium being constructed in the layout for the consideration of Rs. \_\_\_\_\_.
  - 1.d The total aggregate consideration amount for the said Premises including garages/covered parking spaces is thus Rs. \_\_\_\_\_
  - 1.e The Purchaser has agreed and assured to pay the total consideration of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to the Promoter in the following manner :
    - i) Rs.10% paid as advance payment or application fee at the time of execution of this agreement.
    - ii) Rs.35% to be paid to the Promoter on completion of the Plinth of the wing in which the said Premises is situated.
    - iii) Rs.25% to be paid to the Promoter on completion of slabs of the wing in which the said Premises is situated.
    - iv) Rs.05% to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said premises.
    - v) Rs.05% to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift, wells, lobbies up to the floor level of the said premises.

- vi) Rs.05% 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 premises is situated.
- vii) Rs.10% to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, entrance lobby/s, paving of areas appurtenant and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the premises is situated.
- viii) Rs.05% be paid to the Promoter at the time of handing over of the possession of the said Premises to the Purchaser on or after receipt of occupancy certificate or completion certificate.

***It is further agreed that the payment shall be made by the purchaser through cheque, demand draft or pay order which will be issued in favour of \_\_\_\_\_***

***Account No. \_\_\_\_\_***

- 1.f The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Goods and Services 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 said premises and the same will be paid by the Purchaser to the Promoter as and when demanded.
- 1.g 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 Purchaser 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 Purchaser, which shall only be applicable on subsequent payments.
- 1.h The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser by discounting such early payments @ 1% per annum for the period by which the respective installment has been pre-pone. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser by the Promoter.
- 1.i The Promoter shall confirm the final carpet area that has been allotted to the Purchaser 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 Purchaser 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 Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Promoter shall demand additional amount from the Purchaser 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.j The Purchaser 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 Purchaser undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 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 to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Premises.
- 2.2. Time is essence for the Promoter as well as the Purchaser. The Promoter shall abide by the time schedule for completing the project and handing over the said premises to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be.

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

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is \_\_\_\_ square mtrs only and Promoter has planned to utilize Floor Space Index of \_\_\_\_ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of \_\_\_\_ as proposed to be utilized by him on the project land in the said Project and Purchaser has agreed to purchase the said Premises based on the proposed construction and sale of Premises to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- 4.1. If the Promoter fails to abide by the time schedule for completing the project and handing over the said premises to the Purchaser, the Promoter agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser(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 Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the

Purchaser and mail at the e-mail address provided by the Purchaser, 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 Purchaser 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 Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Premises which may till then have been paid by the Purchaser to the Promoter.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall deduct 20% of the total amount of consideration received from the Purchaser and shall refund the balance amount within a period of thirty days of the termination.

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 the Promoter in the said building and the Premises as are set out in Annexure 'E', annexed hereto.
6. The Promoter shall give possession of the said premises to the Purchaser on or before \_\_\_ day of \_\_\_\_\_ 20\_\_ with an extension in time thereof for six months or so. If the Promoter fails or neglects to give possession of the Premises to the Purchaser 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 Purchaser the amounts already received by him in respect of the Premises 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 said premises on the aforesaid date, if the completion of building in which the Premises is to be situated is delayed on account of

- i) Non-availability of steel, cement other building materials, water or electric supply and labour;
- ii) War, civil commotion or Act of God;
- iii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

If, however, the completion of the project is delayed due to the Force Majeure conditions then the Purchaser agrees that the Promoter shall be entitled to the extension of the time for delivery of the Possession of the Premises, provided that such force majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to force majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Purchaser the entire amount received by the Promoter from the Allotment within 30 days from that date. After any refund of the money paid by the Purchaser, Purchaser agrees that he/she shall not have any rights, claims, etc., against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.1 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the said premises to the Purchaser in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the said premises to the Purchaser. The Promoter agrees and undertakes to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser agree(s) to pay the maintenance charges as determined by the Promoter or association of Purchaser s, as the case may be. The Promoter on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.
- 7.2 The Purchaser shall take possession of the said premises within 15 days of the written notice from the Promoter to the Purchaser intimating that the said Premises are ready for use and occupancy:
- 7.3 **Failure of Purchaser to take Possession of Said Premises from the Promoter:** Upon receiving a written intimation from the Promoter as per clause 7.1, the Purchaser shall take possession of the said premises 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 said premises to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.1 such Purchaser 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 Purchaser, the Purchaser brings to the notice of the Promoter any structural defect in the Premises or the building in which the Premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided after receiving of the flats from the Promoter, any damage due to wear and tear of whatsoever nature caused thereto, the Promoter shall not be responsible for the cost of re-instating and repairing such damages caused by the Purchaser and the Purchaser alone shall alone liable to rectify and re-instate the same at his own costs. Provided further however, that the Purchaser shall not carry out any alterations of the whatsoever nature in the said premises of phase wing and specific the structure of the said unit/ wing/ phase of the said building which shall include but not limit to column, beams, etc., or in the fittings, therein, in particular it is hereby agreed that the Purchaser shall not make any alteration in any of the fittings, pipes, water supply connections or any creation or alteration in the bathroom, toilet and kitchen which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing.
- 7.5 THE Promoter hereby agrees that they shall make out clear and marketable title to the said property free from encumbrances and doubts before handing over the possession of the premises to the Purchaser and in any event before the execution of the Conveyance of the said property in favour of a Corporate Body to be formed by the purchasers of the Flats / Shops / Other Unit in the building to be constructed on the said property and ensure that the said property is free from all encumbrances and that the Promoter has absolute, clear and marketable title to the said property so as to enable him to convey to the said Society such absolute, clear and marketable title on the

execution of a conveyance of the said property by the Promoters in favour of the said Society.

8. The Purchaser shall use the said premises or any part thereof or permit the same to be used only for purpose of which it is sanctioned and approved by the municipal authorities.
9. The Purchaser 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 Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the 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 cooperative housing society or association or limited and till such time shall call upon the purchasers 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 cooperation 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 cooperation 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 Owners in the said structure of the Building or wing in which the said premises is situated and further 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 Owners in the project land on which the building with multiple wings or buildings are constructed.

It is clearly brought to the notice and knowledge of the Purchaser herein that such formation of cooperative 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 Purchaser 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 Said Amalgamated 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 Said Amalgamated 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.

- 9.2. Within 15 days after notice in writing is given by the Promoter to the Purchaser that the Premises is ready for use and occupancy, the Purchaser 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 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 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 of Rs.\_\_\_\_\_ per month towards the outgoings. 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 the Limited Company, as the case may be.
10. The Purchaser shall pay to the Promoters demand
- i) requisite amounts 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 goods and services 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.
11. The Purchaser shall pay the requisite costs for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

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

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Purchaser 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 Purchaser/s or himself/themselves 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. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Premises 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 Premises by the Purchaser for any purposes other than for purpose for which it is sold.
- ix. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Premises until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up and necessary intimation is provided to the Promoter and no objection therefor is sought by the purchaser from the Promoter for such transfer and assignment.
- x. The Purchaser 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 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/Apex Body/Federation 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.
- xi. 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.
- xii. Till a conveyance of the project land on which the building in which Premises is situated is executed in favour of Apex Body or Federation, 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.

15. The Promoter shall maintain a separate account in respect of sums 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 outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
16. The Promoters shall be entitled to sell the premises in the said building for the purpose of using the same as bank, dispensaries, nursing homes, maternity homes, coaching classes and for other non-residential purpose and the Purchaser herein along with the other Purchasers shall not raise any objection for such non-residential use of the premises sold by the Promoters to the intending Purchasers.
17. THE Purchaser 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 purchaser.
18. It is agreed and understood that as the scheme of construction and its expansion and future extension involves various phases during the possession of the first phase, the common amenities and infrastructural facilities, garden, swimming pool and other amenities thereto may not be ready and functional for use and utilization and on that ground the Purchaser herein along with the other purchasers shall not object for payment of any charges, funds and deposits as applicable thereto and as agreed herein and further the Purchaser shall also pay the monthly maintenance charges and other outgoings regularly and shall not withhold the same on that ground or any other ground whatsoever.
19. The Purchaser/s hereby declare and confirm that he / she have entered into this agreement, after reading and having understood the contents of all the aforesaid exemption order, building permissions, deeds, documents, writings and papers and all disclosures made by the Promoter to the Purchaser/s and with full knowledge and information thereof and subject to the terms, conditions and stipulations imposed or which may hereafter be imposed by the concerned town planning authority and all other concerned government bodies and authorities and also subject to the Promoter's right to make the necessary amendments, variations, modifications and / or changes therein and their right to avail, use, utilise, consume and exploit the entire balance and additional floor space index available on the said property as well as the transferable development rights as may be permissible by law and other benefits in F.S.I. on the said land.
20. The Promoters have brought to the clear notice and knowledge of the Purchaser that they intend to create charge and mortgage on the said property with any banks or financial institution for obtaining financial assistance and cash credit facilities and the Purchaser is aware of the same 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 agree and undertake that such charge, mortgage shall be cleared by the Promoters as per the rules and regulations of the bank or financial institution 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 institution 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 Said Amalgamated Property .

21. It is expressly agreed that the Promoter shall be entitled to put a hoarding and / or cable network station mobile phone set up or station on the said property or on the building to be constructed on the said property and the said hoardings may be illuminated or comprising of neon sign or such other type or mode as may be designed by the Promoter and for the purpose Promoter is fully authorised to allow temporary or permanent construction or erection in installation either on the exterior or the said building or on the property as the case may be and the Purchaser agrees not to object or dispute the same. Necessary covenants, reservations in respect thereto shall be incorporated in the proposed conveyance. The Promoter or his nominees shall be exclusively entitled to the income that may be derived by display of such advertisement or installation of cable network or mobile phone station, at any time hereafter. The Purchaser shall not be entitled to any abatement in the price of the said premises or to object to the same for any reason and shall allow the Promoter, his agents, servants etc., to enter into the said property including the terraces and other open spaces in the building for the purpose of putting and / or preserving and / or maintaining and / or removing the advertisements and/or hoardings, neon lights or such installations etc., The Promoter shall be entitled to transfer or assign such right to any person or persons whom they deem fit and the purchaser shall not raise any objection thereto.
22. 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 Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the 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 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.
23. 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 separate/combined co-operative housing society or limited company or condominium of apartment or any other body or bodies of Purchasers to be formed and constituted.
  - b) to decide and determine how and in what manner 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.
  - c) to provide for and incorporate covenant and restriction and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads 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 form a federation of all the cooperative housing societies to be formed in the said scheme of construction and to convey the said land and the building to a apex body.
- h) to execute the conveyance of the said property in parts, taking into consideration the divisions of property due to road and such conveyance and transfer of land will not be equivalent to the floor space index consumed in the construction of the building situated on the said land conveyed in favour of the society/ies.

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

24. The Promoters have shown the layout of the Said Amalgamated Property to the Purchaser 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) fencing, partition, retaining walls will not be constructed between the buildings.
  - iii) cable/drainage/telephone lines etc., should be allowed in open space of the building undertaken for development.
  - iv) location of electric transformer/ sub-station shall be earmarked/defined by the Architect of the Developers
  - v) common amenities and the estimate thereof as well as proportionate share thereto shall be ascertained by the Architect of the Developer.
  - vi) 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.
  - vii) each building shall be maintained in good and proper condition along with the unobstructed right of access.
  - viii) the Promoter shall have the option to form a separate co-operative housing society of the buildings undertaken for development and such society will become the member of the Federal society of the said entire layout and the conveyance of the entire layout will be executed in favour of such Federal society and no separate conveyance will be executed in favour of any society.
  - ix) it is clearly brought to the notice of the Purchaser herein and the Purchaser herein is clearly made aware that the Promoters have acquired the development rights of the land as described in the Schedule hereunder written however due to the certain reservations and / or set backs the area to be handed over and conveyed to the cooperative housing society and / or the corporate body will not be equivalent to the area of construction availed in the said buildings constructed on the said available land and the Purchaser herein will not raise any objection, hindrance or obstruction such execution of the conveyance and such execution of conveyance shall be executed taking into consideration the entire buildings constructed in the said property along with the right and interest in the common open spaces, playground etc.,
  - x) the Promoter has also brought to the knowledge of the Purchaser that the property on which the building is constructed forms an integral part of the entire scheme of construction of the Said Amalgamated Property described in the first schedule and accordingly the Promoter and the Purchaser herein shall have the rights and interest and benefits of the common open spaces,

internal road and access as well as infrastructural facilities of the entire scheme of construction described in the first schedule along with the other purchasers of the building in the said scheme of construction and accordingly the Purchaser shall cooperate and extend their sincere participation as well as the contribution of funds for maintenance and other outgoings of the said infrastructural facilities on the said scheme of construction as per the directions and discretion of the Promoters herein.

25. The Promoters have informed the purchaser that the project comprises of construction to buildings and that there will be common access and internal roads, central recreation spaces, common electric and telephone vales, waterlines, drainage lines and sewage treatment and other common amenities in the said Property and the promoters shall be entitled at all times to lay such pipe lines, sewage lines etc. through any part of the said Property and buildings irrespective of whether the conveyance is executed in favour of the said incorporated body of purchasers or not. It shall be the primary responsibility of the purchasers and the incorporated bodies of purchasers in the housing scheme to form an apex body, federation or association or a Committee of their representative for maintaining the common amenities and facilities accordance with such directions, instructions and guidance as may be given by the promoters from time to time and as they may in their sole discretion deem fit. The Purchaser of premises in the building on the said land or any of the said incorporated bodies of purchasers or not. It shall be the primary responsibility of the purchasers and the incorporated bodies of purchasers in the housing scheme to form an Apex Body, federation or association or a Committee of their representatives for maintaining the common amenities and facilities aforesaid in any part of the exempted lands in accordance with such directions, instructions and guidance as may be given by the promoters from time to time and as they may in their sole discretion deem fit. The Purchaser or Purchasers of premises in the building on the said Property or any of the said incorporated bodies of purchasers or an apex body federation, association, Committee or other body of purchasers formed or to be formed shall not be entitled to raise any objection and shall allow free access to the Promoters, their servants and agents through any part of the said Property and building for the purposes aforesaid irrespective of whether the said Property is transferred to the said Society/ies.
26. IT is expressly agreed that the said Society shall join as a member of the intended Apex Body of Federation or Association or in the alternative of such Committee as may be formed of the representative of each of the said Society on the said Property and such Apex, Federation, Association or Committee as the case may be (hereinafter referred to as "the Apex Body") shall be in charge of maintenance of access roads, common recreation spaces, sewage treatment plant and all other common amenities in the said Property and the said incorporated bodies of purchasers if already formed and otherwise each of the purchasers of premises shall contribute a share towards expenses of maintenance, repair and reconstruction of the internal and access roads, open recreation spaces, sewage treatment plant and all the common amenities as may be necessary individually or jointly with others, the Promoters shall not be responsible for any consequences thereof
27. Upon completion of the entire scheme of construction and completion of all the building in the said property and exploiting the full available construction potential of the said property including any additional potential that may become available, the Promoter shall execute or cause to be executed in favour of each of the co-operative societies

formed in respect of each building standing on the said property, a conveyance of the undivided share in the said property of the said co-operative society. The undivided share coming to each of the Co-operative societies would be calculated on the basis of the FSI utilized for the purpose of construction of the respective building belonging to such Co-operative society/ies. In addition to the undivided share in land, the Promoter shall convey or cause to be conveyed in favour of each of the respective co-op society/ies the building/s which is occupied by the members of such society/ies.

28. The Purchaser is aware that the Promoters will be consuming the full FSI potential in relation to the total area of the said Said Amalgamated Property as permissible under the relevant D.C Regulations while constructing the said building on the basis of the approved single layout. It has also been brought to the notice of the Purchaser/s that the FSI consumed in the building has no relation with the area of the land on which the said building is constructed. It is abundantly made clear to the Purchaser/s and all the Purchasers that none of the buildings constructed shall be entitled to additional benefits of F.S.I in lieu of open spaces, internal road, garden and/or the land appurtenant to the said building as the FSI of the Said Amalgamated Property has been/shall be utilized fully by the Promoters irrespective of the size or height or floor space consumed by the individual buildings. The conveyance shall be executed only after the completion of the entire project/layout and exploitation of the full construction potential on the said property. In view of what is stated above, it is hereby agreed that none of the purchasers and none of the societies so formed shall claim any proportionate benefit of F.S.I in respect of their individual buildings nor shall they be entitled to raise any objection for the imbalance in the distribution/consumption of F.S.I inter-se between the buildings.
29. It is clearly agreed and understood between the parties that the Deed of Transfer, Assignment, Conveyance and / or assurances to be executed on completion of the entire scheme of construction shall be prepared by the Advocate/s of the Promoters and during the course of transfer of the land in favour of the Co-operative Housing Societies or Condominium of Apartment Owners, the area of land conveyed or to be conveyed and transferred may not be equivalent to the total Floor Space Index consumed and utilized for construction of the buildings in the said scheme of construction.
30. The Promoter have disclosed and brought to the clear notice and knowledge of the Purchaser herein that the entire scheme of construction consists of several buildings and have also shown the layout, scheme of construction, the existing and proposed infrastructural facilities and have also made aware that certain buildings are completed in all respect, certain buildings are under construction and in progress and further certain buildings are yet to be commenced and that in all events, the Promoter will as per the prevailing laws, rules, enactments and statutes shall follow the due process of law and obtain the revised sanctions, alterations and modifications and shall proceed with the construction work from time to time and shall exploit the maximum potentiality of floor space index and during the course of construction and completion of the entire scheme of construction will form a policy for the formation of the ad-hoc committee of the Promoters, co-operative housing society as well as the conveyance of the land and buildings to be transferred to the co-operative housing society and shall also make the arrangement and provision of the common infrastructural amenities and facilities to be used, utilized and enjoyed by all the flat purchasers in the scheme of construction in common.
31. THE Purchaser shall observe and perform all the rules and regulations which the society may adopt at its inception and additions, alterations

or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats there in 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 stipulations and conditions laid down by the co-operative society regarding the occupation and use of the said premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses and other outgoings in accordance with the terms and conditions of this agreement. The Purchaser herein along with the committee members of the adhoc committee or the members of the Cooperative Housing Society Ltd., shall be liable and responsible to operate and maintain all the environmental management facilities and all incidental facilities thereto by forming an adhoc committee or any corporate body and to create the fund for recurring the cost of such operation and maintenance of environmental management facilities.

32. The Promoters have clearly brought to the knowledge and notice of the Purchaser herein
- (i) That out of the amalgamated property, the Promoters have obtained the building permission from the KalyanDombivli Municipal Corporation under No. KDMP/NRV/BP/KV/2012-13 /275/208 dated 17.03.2018 and accordingly the Promoter have availed the transferable development rights to the extent of 1994 sq. mtrs on the Plot B1 admeasuring 3305 sq. mtrs and have obtained the sanction for construction of two buildings and they have not utilised the transferable development rights on the said two buildings and have further intended to avail , use and utilize the exemption in staircase FSI of sanctioned Building in Plot A and Plot B.
  - (ii) That the Promoters have not availed the exemption in staircase FSI in the Said Plans. The Promoters have clear intention to revise the said plans to avail, utilize and use the exemption in staircase FSI by payment of premium to KDMC of all the sanctioned and to be sanctioned buildings and for that purpose to revise the Said Plans.
  - (iii) The Promoters intend to amalgamate the adjacent properties to the Said Plot "B" and obtain revised building permissions on such amalgamated property in the Said Plot "B" by availing, utilizing and consuming the maximum potential of FSI, Floating FSI/TDR and permitted increases there in from time to time and exemption in Staircase FSI of all the Buildings sanctioned or to be sanctioned by payment of premium to KDMC.
  - (iv) The Promoters have also brought to the clear knowledge of the purchaser that during the course of construction if there is any withdrawal/ shifting / deletion of reservations then the area available for development will be used, utilized and exploited by the Promoters for construction of additional building/s with maximum potentiality of floor space index as permitted by KalyanDombivli Municipal Corporation as per the Development Control Rules and Regulations and the Promoters will construct additional buildings/s and the Purchasers acquiring the flats and units in such building/s shall also be the members / constituents of the entire scheme of constructions.
  - (v) The Purchasers herein has clearly understood all the above writings and have granted his/her express and irrevocable consent for the same.

33. 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 Colors 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.
34. **BINDING EFFECT**  
Forwarding this Agreement to the Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser until, firstly, the Purchaser 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 Purchaser and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Purchaser (s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser 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 Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.
35. **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.
36. **RIGHT TO AMEND**  
This Agreement may only be amended through written consent of the Parties herein.
37. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS**  
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 Purchasers of the said premises, in case of a transfer, as the said obligations go along with the said premises for all intents and purposes.
38. **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.

39. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**  
Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(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 said premises in the Project.
40. **FURTHER ASSURANCES**  
The Parties herein 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.
41. **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 Purchaser, in after the Agreement is duly executed by the Purchaser and the Promoter or simultaneously with the execution the said Agreement shall be registered at the appropriate office of the Sub-Registrar.
42. The Purchaser 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.
43. That all notices to be served on the Purchaser and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified above.
- It shall be the duty of the Purchaser and the promoter to inform each other their address, email ID or any change in address or email ID 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 Purchaser, as the case may be.
44. **JOINT PURCHASERS**  
That in case there are Joint Purchasers all communications shall be sent by the Promoter to the Purchaser 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 Purchasers.
45. **Stamp Duty and Registration and statutory taxes and levies:-** The charges towards stamp duty and Registration of this Agreement as well as statutory government, Semi-Government taxes and levies, service tax, goods and service tax, value added tax and all other direct and indirect taxes shall be borne by the Purchaser alone. The Purchaser shall be entitled to the benefits offered to him under the provisions of Maharashtra Stamp Act in case of any transfer of the said premises by him to any intending purchaser subject to the provisions of the said Act.
46. **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 Competent Authority as per the provisions of the Real

Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

47. 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.

48. 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.

**FIRST SCHEDULE**  
**schedule of the amalgamated property**

All those pieces and parcels of land lying, being and situate at Village Wadeghar, TalukaKalyan, Dist Thane within the limits of the KalyanDombivli Municipal Corporation and within the Jurisdiction of Registration District Thane, Sub-Registration District Kalyan bearing

<b>Survey No.</b>	<b>Hissa No.</b>	<b>Area (sq.mtrs)</b>
70	1/1	12380 out of 13180
70	3	610
88	1	660

**Schedule of Land on which two buildings in Plot B-1 are under Construction**

All that portion of land admeasuring **3305 sq. mtrs** being Plot **B-1** forming a part of Plot B for construction of two buildings being Building No. **1, 2 & 3** lying, being and situate at Village Wadeghar, TalukaKalyan, District Thane within the limits of the KalyanDombivli Municipal Corporation comprised in

<b>S.No./H.No.</b>	<b>Area (sq.mts.)</b>	<b>Out of that (sq.mts.)</b>
70/1/1	12380	3305

and bounded as follows.

On or towards East :

On or towards West :

On or towards South :

On or towards North :

**SECOND SCHEDULE ABOVE REFERRED TO**

Description of the nature, extent of common areas and facilities.

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

SIGNED & DELIVERED

by the within named  
PROMOTERS,  
M/s VPA Developers,  
Through its Partner,

ShriVikas Narayan Virkar \_\_\_\_\_

SIGNED & DELIVERED

by the within named

PURCHASER/S

Mr. \_\_\_\_\_

Mrs. \_\_\_\_\_

WITNESS:

1. Name: \_\_\_\_\_

2. Name: \_\_\_\_\_

### RECEIPT

RECEIVED WITH THANKS FROM ]  
 THE WITHIN NAMED PURCHASER ]  
 THE SUM OF Rs. /- ]  
 (Rupees Only) ]  
 being the part payment within mentioned ]  
 To be paid by them to us as under: ]  
 Rs. /- (Rupees Only) ]  
 paid as before the execution of this ]  
 Agreement. Vide cheque No. ]  
 Dt. drawn on ] PROMOTERS

### ANNEXURE ' E '

#### SCHEDULE OF AMENITIES

1. STRUCTURE: -

- R.C.C. framed structure.
- External walls 150mm thick of brick and internal walls 100mm thick
- External walls will have sand finished plaster, in 2 COATS and internal walls will be neeru finished with 2 coats of white wash/dry distemper.

2. WINDOWS, BALCONY, TOILET DOORS: -

- All windows will be Anodized Aluminum sliding windows with a mosquito net and M.S. grills exclusively as per the choice of the Promoter. All windows will have Granite window frames. All W.C's Baths and toilets will have louvred windows of aluminium with Mosquito net or as decided by the Promoter .
- All balcony/terrace doors will be designed as per the choice of the promoter.

3. LIVING ROOM: -

- Flooring and 4" skirting of Vitrified tiles.
- Main door will have teakwood frame and 35mm solid core flush door shutter with decorative ply on one side and commercial plywood on

other side. Main door will be provided with one Aldrop, one tadi, two handles and safety chain.

c. five and half light points, T.V. Point, Telephone Point and one bell point.

4. BED ROOM/STUDY ROOMS: -

- a. Flooring and 4" skirting of Vitrified tiles.
- b. Door will have teak or sal wood-frame with 30mm thick solid core flush door with commercial ply on both sides. It will be oil painted on both sides.
- c. Three and half light points, including one relay light point in bedroom and A.C. Point, T.V. Point and Telephone Point.

5. KITCHEN: -

- a. Flooring and 4" skirting of Vitrified Tiles.
- b. One R.C.C. loft 1'6" wide as decided by the Promoter.
- c. 1'6" to 2'3" wide and up to 15'0" long (including STEEL sink) kitchen platform of black granite and 9'0" dado of glazed tiles in Kitchen unit only.
- d. One Gas Point
- e. Two and half light points and one FRIDGE point.
- f. Plumbing & electrical arrangements for Aqua guard.
- g. Separate arrangement for washing utensils with sink
- h. Two water taps, One for KDMC water , other for well water

6. TOILET: -

- a. Ceramic flooring in bath/toilet.
- b. Up to 7'-0" high glazed tile dado.
- c. One light point, one gas geyser point for power.
- d. R.C.C. loft over part of toilet.
- e. One tap, one shower, one water point for geyser, concealed plumbing, Wash Basin Indian W.C or Commode.
- f. KDMC water supply for bath portion and Well water supply for W.C/ Commode.
- g. Only One Sintex tank Per flat at the location of choice of the promoter.

7. PASSAGE: -

- a. One white washbasin.
- b. One light point.
- c. Plumbing and Electrical arrangement for washing machine.

8. COMMON AMENITIES: -

- a. Solar water heating system
- b. Waterproofing treatment to all terraces, W.C. bath.
- c. Under ground and overhead water tank with PUMP.
- d. Lift with generator/Inverter battery back up.
- e. Piped Gas
- f. Landscaped Garden.
- g. Fitness room common for both the Building I and Building II 'A' 'B' 'C' Wings but location will be decided by the promoter as per his discretion

NOTE:

Where an alternative or choice is indicated it will be exclusively as per the choice of the Promoter.

**ANNEXURE ' F '**

**PARKING IN STILT**

Allotted parking NIL in " **ANNEXURE C** "

- ANNEXURE – A - Copy of Title Report
- ANNEXURE –B - Copy of Property Card or extract Village Forms VI or VII and XII
- ANNEXURE –C-1 Copies of plans & Layout as approved by concerned Local Authority
- 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 Premises,
- ANNEXURE –F Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority.

