

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT for sale is made and entered into at VASAI, on this ____ day of _____ Christian Year Two Thousand _____ BETWEEN _____

M/s. SHRINATH REALTORS, a partnership firm, duly registered under Indian Partnership Act, 1932, having its office at Shop No. 2/3/4, Shram Safalya Building, Opp. Motiba Rice Mill, Veer Savarkar Marg, Virar (East), Taluka Vasai, District Palghar, Pin – 401 305, Pan No. _____, represented by its authorized Partner _____ (Aadhar No. _____) authorized vide _____, hereinafter called "THE PROMOTERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the FIRST PART:-

A N D

Mr./Ms. _____ (Aadhaar No. _____), son/daughter of _____ aged _____ years, residing at _____

Pan No. _____, hereinafter called "THE "ALLOTTEE/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his/her heirs, executors, administrators successors-in-interest and permitted assigns) of the SECOND PART :-

The Promoters and Allottee/s shall hereinafter collectively be referred to as the "Parties" and individually as "Party".

WHEREAS :-

i. 1) Sitaram Krishna Patil, 2) Mr. Shamrao Krishna Patil, 3) Janardan Krishna Patil, 4) Gajanan Krishna Patil, 5) Kashinath Krishna Patil were the owners of N.A. land bearing Survey No. 6 (old Survey No. 510/1 Part), Hissa No. 1B+2, admeasuring 3720 Square metres, lying being and situate at Village Chandrapada (old Village Juchandra), Taluka Vasai, District Palghar, within the area of Sub-Registrar at Vasai No. 1 to 6 (hereinafter called "The said land") more particularly described in the schedule I hereunder written.

ii. The said land was standing in the names of 1) Mr. Sitaram Krishna Patil, 2) Mr. Shamrao Krishna Patil, 3) Mr. Janardan Krishna Patil, 4) Mr. Gajanan Krishna Patil, 5) Mrs. Kashinath Krishna Patil. However the said land was in possession of Mr. Shamrao Krishna Patil who had made an application to record the said land in his name. Mr. Sitaram Krishna Patil and others had given an statements and no objection to delete their names from the said land and accordingly Mutation Entry No. 2707, the said land was recorded in the name of Mr. Shamrao Krishna Patil.

iii) Mr. Shamrao Krishna Patil died intestate on 31/01/1975 leaving behind him 1) Smt. Anandibai Shamrao Patil, 2) Mr. Parshuram Shamrao Patil, being the legal heirs.

iv) Smt. Anandibai Shamrao Patil died intestate on 07/09/2006 leaving behind her Mr. Parshuram Shamrao Patil being the legal heir.

v) By an Development Agreement dated 1st July 2014 and registered in the office of Sub-Registrar at Vasai No. 2 (Virar) under Serial No. Vasai2-4098-2014, dated 01/07/2014, Mr. Parshuram Shamrao Patil (therein called "The Owner") of the First Part and M/s. Shrinath Realtors through its partners 1) Mr. Devendra Khemraj Jain, 2) Mr. Haresh Ambo Bhagat, 3) Mr. Ramchandra Mahadev Mhatre, 4) Mr. Kranti Tukaram Gawad (therein called "The Developers") of the Second Part and hereinafter called "The Promoters", the said Mr. Parshuram Shamrao Patil has granted the development right in respect of the said land to M/s. Shrinath Realtors through its partners 1) Mr. Devendra Khemraj Jain, 2) Mr. Haresh Ambo Bhagat, 3) Mr. Ramchandra Mahadev Mhatre, 4) Mr. Kranti Tukaram Gawad, on the terms and conditions mentioned in the said Development Agreement.

vi) The said Mr. Parshuram Shamrao Patil has executed a Power of Attorney dated 1st July 2014 which was registered in the office of Sub-Registrar at Vasai No. 2 (Virar) under Serial No. 4099-2014, dated 01/07/2014 in favour of M/s. Shrinath Realtors through its partners 1) Mr. Devendra Khemraj Jain, 2) Mr. Haresh Ambo Bhagat, 3) Mr. Ramchandra Mahadev Mhatre, 4) Mr. Kranti Tukaram Gawad, with a right to develop the said land.

vi) The said Mr. Parshuram Shamrao Patil has given peaceful and vacant possession with a right to develop the same.

vii) The Promoters are entitled and enjoined upon to construct building on the project land in accordance with the recitals herein above;

viii) The Promoters have floated the ownership scheme on the said land under the name and style of **"KALPATARU AVENUE"** consisting of residential units. Though the Promoters herein have right to develop the entire project land, the Promoters have decided to carry out construction/development and is only subject matter of this Agreement and the said project shall be known as **"KALPATARU AVENUE"**, hereinafter referred as "said project" and admeasuring 3720 Square meters, or thereabouts more particularly described in Schedule-II.

ix) The Promoters have completed all the legal formalities with respect to the right, title and interest in respect of the project land on which the said project being constructed. The Promoters herein alone have sole and exclusive right to sell the Apartment/Shop in the said project being constructed by the Promoters on the project land and are fully competent to enter into agreement/s with the Allottee/s, of the Apartment/Shop and to receive the sale price in respect thereof.

x) The Promoters have entered into a standard agreement with its Architects, viz. **M/s. En-Con Project Consultants**, who is registered with the Council of Architecture, and such Agreement is as per the agreement prepared by the Council of Architecture, and the Promoters have appointed a Structural Engineer **M/s. S.S. & Associates** for the preparation of the structural design and drawings of the said project/buildings, and the Promoter accepts the professional supervision of the Architect and structural engineer till the completion of the said project.

xi) The Promoters have proposed to construct on the project Building known as **"KALPATARU AVENUE"**, Wing 'A', 'B', 'C', consisting of Ground plus 4 upper floors Wing 'D', 'E', consisting of Ground plus 3 upper floors.

xii) The Allottee/s has/have offered to purchase an Apartment/Shop bearing number _____ on the _____ Floor, (herein after referred to as the said "Apartment/Shop") in the _____ wing of the Building called **"KALPATARU AVENUE"**, (herein after referred to as the said "building") being constructed of the said project, by the Promoters.

xiii) The Apartment/Shop Allottee/s herein has/have demanded from the Promoters and Promoters have given inspection to the Apartment/Shop Allottee/s of the all the document of title relating to the said land described in the Schedule II hereunder written and also the plans, designs and specifications of the said building prepared by the Promoters Architects and of such other documents as specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and rules and regulations made thereunder. After the Allottee/s enquiry, the Promoters herein have requested to the Allottee to carry out independent search by appointing his/her/their own attorney/ advocate and to ask any queries, he/she/they have regarding the marketable title and rights and authorities of the Promoters. The Allottee/s has/have satisfied himself/herself/themselves in respect of

marketable title and rights and authorities of the Promoters herein. That the Allottee has given his/her/ their specific confirmation herein that the responsibility of title of the said land be on the Promoters up and until the conveyance of the said building/phase/wing and the said land there under.

xiv) The authenticated copies of Certificate of Title issued by the advocate of the Promoters, 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 Promoters to the project land on which the Apartments being constructed have been annexed hereto;

xv) The authenticated copies of the plans of the Layout of the said project as approved by the Vasai Virar City Municipal Corporation have been annexed hereto.

xvi) The authenticated copies of the plans of the layout of the said project as proposed by the Promoters and according to which the construction of the building and open spaces are proposed to be provided for on the said project has been annexed hereto.

xvii) The copy of the proposed layout plan and the proposed building /wing plan showing future proposed development as disclosed by the Promoters in their registration before the RERA authority and further disclosures on the website as mandated by the Promoters have been annexed hereto.

xviii) The clear block plan showing the project (phase/wing) which is being constructed and to be sold and the said Apartment/Shop which is intended to be bought by the Allottee/s is/are in this said project (phase/wing) which is clearly demarcated and marked and which is for the purposes of this agreement the project in which the Apartment/Shop stated that the Allottee/s intends to purchased and the Allottee/s shall has/have the right to claim the same for is marked and annexed hereto.

xix) The authenticated copies of the plan and specifications of the Apartment/Shop agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed hereto.

xx) The said land has been converted into N.A. by the Office of Collector of Palghar vide its Order bearing No. REV/D-1/T-9/NAP/CHANDRAPADA -VASAI/SR-259/2015, dated 06/01/2016.

xxi) The Vasai Virar City Municipal Corporation has granted the Commencement Certificate for proposed Residential with Shopline Building on the said land vide its Order bearing No. VVCMC/TP/CC/VP-0002/031/2016-17, dated 29/12/2016.

xxii) 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 Promoters 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 phase shall be granted by the Vasai Virar City Municipal Corporation.

xxiii) The Promoters have in compliance with rules, regulations and restrictions of the Vasai Virar City Municipal Corporation which are to be observed and performed by the Promoters while constructing/developing the said project have accordingly commenced construction/development of the same.

xxiv) The Allottee/s has/have agreed to purchase the said Apartment/Shop based on going through all the conditions stated in the sanctioned plans by respective competent authorities and have further confirmed that all such conditions shall be bound and abided by the Allottee/s strictly.

xxv) The Allottee/s on confirmation of accepting all the conditions of sanctioned plans by Vasai Virar City Municipal Corporation, have further stated that if any conditions that have been imposed on the said project/building/phase/wing which are contrary to the prevalent laws/rules/regulations under which sanctioned plans have been given shall not be binding on the Allottee and that the Allottee/s shall not hold the Promoters responsible for the such contrary conditions.

xxvi) The Allottee/s has/have independently made himself/herself/themselves aware about the specifications provided by the Promoters and he/they is/are aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings of the same and have been annexed and marked herewith.

xxvii) The Allottee/s has/have been shown the conditions of contracts with the vendors/contractors/manufactures and workmanship and quality stands of products/fittings and fixtures and agreed between Promoters and the Vendors and on independently verifying the same the Allottee/s has/have now agreed to the same as conditions mentioned in these contracts and that the Allottee/s agrees to abide by the same failure of which shall absolve the Promoters to that extent.

xxviii) The Promoters have registered the said project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at _____ on _____ under registration No. _____ have been annexed and marked herewith.

xxix) The Allottee/s has/have applied for Apartment/Shop in the said Project vide Application No. _____ dated _____ for Apartment/Shop No. _____ having Carpet area of _____ Square metres i.e. _____ Square feet and exclusive terrace area and balcony area admeasuring _____ Square metres i.e. _____ Square feet, on _____ Floor, in _____ wing, in the Building known as **"KALPATARU AVENUE"**, being constructed in the said project along with garage/closed parking No. _____ Square metres, i.e. _____ Square feet, in the _____ (please insert the location of the garage/closed parking), if applicable and prop-rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the said Apartment/Shop and further _____ Square meters i.e. _____ Square of limited common areas and facilities both of which are more particularly described in Schedule III and the floor plan of the Apartment/Shop is annexed hereto);

xxx) Relying upon the aforesaid application, the Promoters have agreed to allot and sell to the Allottee/s, the said Apartment/Shop at the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.

xxxi) The carpet area of the said Apartment/Shop is _____ Square meters and "carpet area" means the net usable floor area of an Apartment, excluding the area covered by the external walls areas under services shafts, exclusive balcony appurtenant to the said Apartment/Shop for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment/Shop for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Apartment.

xxxii) The Allottee/s prior to execution of these presents has/have paid to the Promoters a sum of Rs. _____ (Rupees _____ only), being part payment of the sale price of the Apartment/Shop agreed to be sold by the Promoters to the Allottee/s as advance payment or deposit (the payment and receipt whereof the Promoters do and each of them doth hereby admit and acknowledge) and the Allottee/s has/have agreed to pay the remaining price of the Apartment/Shop as prescribed in the payment plan as may be demanded by the Promoters within the time and the manner specified therein.

xxxiii) The Parties have gone through all the terms and conditions out in this Agreement and understood the mutual rights and obligations detailed herein; The parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said project.

xxxiv) Subject to otherwise agreed, reserved and provided herein, the Promoters have agreed to sell and the Allottee/s hereby agrees to purchase the Apartment/Shop and the garage/closed parking (if any) as specified in para 2.1.

xxxv) The Promoters in compliance of section 13(1) of the Real Estate (Regulation and development) Act, 2016 is required to execute a written Agreement for sale of the said Apartment/Shop in favour of the Allottee/s being in fact these presents and also to register said Apartment/Shop for sale under the Registration Act, 1908, the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this presents. Notwithstanding anything stated in any other document/allotment/ letter given or communicate with the Allottee/s any time prior, this agreement shall be considered as the only document and it was condition shall be read as the only conditions valid and basis for which the said Apartment/Shop is agreed to be sold to the Allottee/s.

xxxvi) This Agreement shall remain in force and shall not merge into any other agreement save and except the conveyance deed as stated herein below.

xxxvii) This agreement does not preclude, diminish the rights of any financial institutions, fund, registered money lender for which finance has been taken for the project and the same can be claimed by them under

the statutory claims and that this does not in any way affect the right of the allotted in respect of his/her/their Apartment/Shop in the said project.

xxxviii) 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 that the Allottee/s has/have not given any third party any rights to enforce this said agreement unless the said Apartment/Shop is transferred to them.

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

1. CONSTRUCTION OF THE PROJECT/ Apartment/Shop :-

The Promoters shall construct the said building, consisting of **111 Apartments and 12 Shops** and ground/stilt/podiums and **Ground Plus 4 upper floors in Wing A, B, C and Ground Plus 3 upper floors in Wing D, E** on the project land in accordance with the plans, designs, specifications by the concerned local authority from time to time. Provided that the Promoters shall have to obtain prior consent in writing of the Allottee/s in respect of variations and modification which may adversely affect the Apartment/Shop of the Allottee/s except any alterations or additions or modifications in the sanctioned plans, layout plans and specifications of the buildings or common areas of the said phase which are required to be made by Promoters in compliance of any direction or order, etc. issued by, the competent authority or statutory authority, under any law of the State or Central Government, for the time being in force. Promoters may also make such minor additions and alterations as may be required by the Allottee/s.

2. CONSIDERATION/PRICE OF THE SAID APARTMENT/ SHOP :-

2.1) The Allottee/s hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee/s **Apartment/Shop No. _____, of carpet area admeasuring _____ Square metres and excusive terrace area and balcony area admeasuring _____ Square metres i.e. _____ Square feet, on _____ floor, wing _____, in the Building known as "KALPATARU AVENUE",** (hereinafter referred to as "THE APARTMENT/SHOP") as shown in the floor plan thereof hereto annexed and marked annexure 'D' and 'E' for the price of **Rs. _____/- (Rupees _____ only)** including Rs. _____/- being the price of the common area 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 hereunder written.

2.2) The Allottee/s hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee/s garage bearing No. _____ situated at _____ basement and/or stilt and/or _____ podium being constructed in the layout for the consideration of Rs. _____/-

2.3) The Allottee/s hereby agrees to purchase for Promoters and the Promoters hereby agrees to sell to the Allottee/s covered parking spaces bearing No. _____ situate at basement and/or stilt and/or _____ podium being constructed in the layout for the consideration of Rs. _____/-. Further that the Allottee/s shall not in the future raise any dispute about the suitability of the said parking space as constructed by the Promoters.

2.4) The total aggregate consideration amount for the Apartment/Shop including garages/covered parking spaces is thus Rs. _____/-

2.5) The Allottee/s agrees and understands that timely payment towards purchase of the said Apartment/Shop as per payment plan/schedule hereto is the essence of the Agreement. The Allottee/s has/have paid on or before execution of this Agreement a sum of Rs. _____/- (Rupees _____ only) as advance payment or application fee and hereby agrees to pay to that Promoters the balance amount of Rs. _____/- (Rupees _____ only) in the following manner :-

- a) Rs. _____/- (not exceeding 30% of the total consideration) to be paid after execution of Agreement.
- b) Rs. _____/- (not exceeding 45% of the total consideration) to be paid on completion of the plinth of the building or wing in which the said Apartment/ Shop is located.
- c) Rs. _____/- (not exceeding 70% of the total consideration) to be paid on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment/Shop is located.
- d) Rs. _____/- (not exceeding 75% of the total consideration) to be paid on completion of the walls, internal plaster, of the said Apartment/Shop is located.
- e) Rs. _____/- (not exceeding 80% of the total consideration) to be paid on completion of the staircases, lift wells, lobbies upto the floor level of the said Apartment/Shop is located.
- f) Rs. _____/- (not exceeding 85% of the total consideration) to be paid on completion of external plumbing and external plaster, elevations, terraces with waterproofing, of the said Apartment/Shop is located.
- g) Rs. _____/- (not exceeding 95% of the total consideration) to be paid on completion of lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s paving of areas appertain and all other requirements as may be prescribed in the of the said Apartment/Shop is located.

h) Rs. _____/- against and at the time of handing over the possession of the said Apartment/Shop to the Allottee/s on or after receipt of occupancy certificate or completion certificate.

The Total price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of Value Added Tax, Service Tax, Cess, GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the said Project payable by the Promoters up to the date of handing over the possession of the said Apartment.

2.6) The total price is escalation-free, save and except increase which the Allottee/s hereby agrees to pay, 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 from time to time. The Promoters undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost/charges imposed by the competent authorities, the Promoters shall enclose the said notification/order/regulation to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payment. The Promoters may charge the Allottee/s separately for any upgradation/changes specifically requested or approved by the Allottee/s in fittings, fixtures and specifications and any other facility which have been done on the Allottee/s request or approval but which have not been agreed upon herein or as shown in the website of the registered authority.

2.7) The Promoters herein on due date/or on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing in by digital E-mail to the Allottee/s and the Allottee/s shall make payment of such due amount to the Promoters within seven days from date of receiving such intimation. The Allottee/s herein specifically agrees that he/she/they shall pay the aforesaid amount along with service tax, VAT, GST and such other taxes, cesses, charges etc. without any delay along with each installment.

2.8) The Promoters may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee/s by discounting such early payments @ 6% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoters.

OR

Payment of any installments if made in advance shall be adjusted to the next installments as mentioned above. No interest shall be paid by the Promoters for such advance payments made by the Allottee/s or by housing Finance companies/bank etc on behalf of Allottee/s.

3. MODE OF PAYMENT :-

Subject to the term of the Agreement and the Promoters abiding by the construction milestones, the Allottee/s shall make all payments, on demand by the Promoters, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of M/s. Shrinath Realtors payable at Virar.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS :-

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

5. INTEREST ON UNPAID DUE AMOUNT :-

Without prejudice to the right of the Promoters to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee/s shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Leading Rate plus 2% per annum, with monthly rests, on all the amounts which become due and payable by the Allottee/s to the Promoters till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoters under this Agreement, nor shall it be constructed as condonation of delay by the Promoters. The amount of interest may be informed to the Allottee/s from time to time or on completion of the said project/ Apartment/Shop and the Allottee/s has/have agreed to pay the same as and when demanded before the possession of the said Apartment.

6. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL/ PLANNING AUTHORITY.

The Promoters hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority, state and or Central Government including Environment department at the time of sanctioning the plans or any time thereafter or at the time of granting Completion Certificate or anytime thereafter. The Promoters shall before handing over possession of the said Apartment/Shop to the Allottee/s herein, obtain from the concerned planning/local authority/development controlling authority occupation and/or completion certificate in respect of the said Building. Notwithstanding anything to the contrary contained herein, the Allottee/s shall not be entitled to claim possession of the said Building until then completion certificate is received from Vasai Virar City Municipal Corporation and the Allottee/s has/have paid all dues payable under this Agreement in respect of the said Building to the Promoters and have paid the necessary maintenance amount deposit, service tax, vat and other taxes payable under this agreement of the said Apartment/ Shop to the Promoters. Howsoever for the purpose of defect liability on

towards the Promoters, the date shall be calculated from the date of handing over possession to the Allottee/s for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said building as stated in the said Agreement. That further it was been agreed by the Allottee/s that any damage or change done within the Apartment/Shop sold in the Building/phase done by him/her/them or by any third person on and behalf of the Allottee/s then the Allottee/s expressly absolves the Promoter from the same liability and specifically consents that on such act done, he/she/they shall waive his/her/their right to enforce the defect liability on and towards the Promoters.

7. DISCLOSURE AS TO FLOOR SPACE INDEX :-

The Promoters hereby declares that the Floor Space Index available as on date in respect of the project land is 3720 square meters only and Promoters have 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 Promoters have disclosed the Floor Space Index of _____ as proposed to be utilized by him/them on the project land in the said Project and Allottee/s has/have agreed to purchase the said Apartment/Shop based on the proposed construction and sale of Apartment/Shop to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

8. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE:-

The Promoters have made full and true disclosure of the title of the said land as well as encumbrances, if any, known to the Promoters in the title report of the advocate. The Promoters have also disclosed to the Allottee/s nature of its right, title and interest or right to construct building/s, and also given inspection of all documents to the Allottee/s as required by the law. The Allottee/s having acquainted himself/herself/ themselves with all facts and right of the Promoters and after satisfaction of the same has entered into this Agreement.

9. SPECIFICATIONS AND AMENITIES :-

The specifications and amenities of the Apartment/Shop to be provided by the Promoters in the said Building and the said Apartment/Shop are those that are set out in Schedule hereto. Common amenities for the project on the said land are stated in the Schedule annexed hereto. In the project multi storied high rise buildings are under construction and considering to maintain the stability of the buildings and internal structures, herein specifically informed by its consultant not to allow any internal changes. As per our policy there shall be no customization permitted inside the said Apartment, Changes such as civil, electrical, plumbing etc. shall not be allowed during construction and till delivery of possession.

10. COMPLIANCE OF LAWS RELATING TO REMITTANCES:-

10.1) The Allottee/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and rules and Regulations made there under or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoters with such permission, approvals which would enable the Promoters to full fill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/s understands and agrees that in the event of any failure on his/them part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

10.2) The Promoters accepts no responsibility in this regard. The Allottee/s shall keep the Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any under the applicable laws. The Promoters shall not be responsible toward any third party making payment/remittances on behalf of any Allottee/s and such third party shall not have any right in the application/allotment of the said Apartment/Shop applied for herein in nay way and the Promoters shall be issuing the payment receipts in favour of the Allottee/s only.

11. POSSESSION OF THE APARTMENT/SHOP :-

11.1. Schedule for possession of the said Apartment/Shop – The Promoters agrees and understands that timely delivery of possession of the Apartment/Shop is the essence of the Agreement. Subject to receipt of full consideration/ total price and dues of the Promoters and taxes thereon are paid by the Allottee/s in respect of the said Apartment/Shop in terms of these presents. The Promoters, based on approved plans and specifications, assures to hand over possession of the said Apartment/Shop on 31/12/2021.

Provided that the Promoters shall be entitled to reasonable extension of time as agreed by and between the Allottee/s and the Promoters for giving possession of the Apartment/Shop on the aforesaid date, and the same shall not include the period of extension given by the Authority for registration. Further, if the completion of building in which the Apartment/Shop is to be situated is delayed on account of -

i) War, Civil commotion flood, drought, fire cyclone, earthquake, act of god or any calamity by nature affecting the regular development of the real estate project (Force Majeure).

ii) Extension of time for giving possession as may be permitted by the Regulatory Authority under Real Estate (Regulation and Development) Act, 2016 for reason where actual work of said Building could not be carried by the Promoters as per sanctioned plan due to specific stay or injunction orders relating to the said project from the Court of law, or Tribunal, Competent Authority, statutory authority, high power committee etc. or due to such circumstances as may be decided by the Authority. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee/s agrees that the Promoters shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/s 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 Promoters shall refund to the Allottee/s the entire amount received by the Promoters from the allotment within 30 days from that date. After any refund of the money paid by the Allottee/s, Allottee/s agrees that he/she/they shall not have any right, claims etc. against the Promoter and that the Promoters shall be released and discharged from all its obligations and liabilities under this Agreement.

11.2) Schedule for possession of the Common amenities :- The Promoters herein are developing the said land which consists of various phases having common amenities like club house, landscape, garden etc, the construction/development of the said common amenities will be completed in due course only after completion of construction of all the project phases on the said land. The Promoters, assures to hand over possession of the said common amenities on _____. The Allottee/s herein agrees and convey that he/she/they shall not be entitled to refuse to take the possession of the said Apartment/Shop on the ground of non completion of aforesaid common amenities. That the Allottee/s further agree that even where 'substantial completion' of works has been done and after receiving OC from the competent authority possession of the said Apartment/Shop shall be given. That substantial completion would mean works done that do not affect his/her/their use or occupation of his Apartment/Shop and he/they can cohabit in the said Apartment. However if the Promoters are not allowed by the Allottee/s or any person on his/her/their behalf to complete the remaining portion of the works, it shall be accepted by and between parties that the remaining works shall be deemed to have been done as and against he Promoters.

11.3) Procedure for taking Possession :- The Promoters, upon obtaining the occupancy certificate from the local/competent/ planning authority shall offer in writing to the Allottee/s intimating that, the said Apartment/Shop is ready for use and occupation. The Allottee/s herein shall inspect the said Apartment/Shop in all respects of confirm that the same is in accordance with the terms and conditions of this agreement, complete the payment of consideration/total price and dues to the Promoters as per terms and conditions of this agreement and take the possession of the said Apartment/Shop within 15 days from the date of written intimation issued by the Promoter to the Allottee/s herein. The Promoters agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee/s agree(s) to pay the maintenance

charges as determined by the Promoters / Association of Allottee/s, as the case may be.

11.4) It shall be expressly agreed that wherever it is the responsibility of the Allottee/s to apply and get necessary services the same shall not be undertaken by the Promoters and the Allottee/s shall be solely responsible for the same.

11.5) Failure of Allottee/s to take Possession of [Apartment/Plot] : Upon receiving a written intimation from the Promoters as per clause 11.3, the Allottee/s shall take possession of the Apartment/Shop from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Apartment/Shop to the Allottee/s. In case the Allottee/s fails or commits delay in taking possession of the said Apartment/Shop within the time provided in clause 11.3, such Allottee/s shall be liable for payment of maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoing in respect of the said Building and the Promoters shall not be liable for the maintenance, wear and tear of the said Apartment.

11.6) Possession by the Allottee/s – After obtaining the occupancy certificate and handing over physical possession of the said Building to the Allottee/s, it shall be the responsibility of the Promoters to hand over the necessary documents and plans, including common areas, to the association of the Allottee/s or the competent authority, as the case may be, as per the local law.

11.7. Compensation :- That the Allottee/s has/have given his/her/their specific confirmation herein that the responsibility of title of the said land be on the Promoters up and until the conveyance of the said building and the said land thereunder.

11.8 Except for occurrence of the events stating herein above, if the Promoters fails to complete or is unable to give possession of the Apartment/Shop (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his/their business as a Promoters on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoters shall be liable, on demand to the Allottee/s, in case the Allottee/s wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him/them in respect of the Apartment, with the interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2% percent per annum within 30 days including compensation in the manner as provided under the Act. Provided that where if the Allottee/s does not intend to withdraw from the said Project, the Promoter shall pay the Allottee/s interest as per State Bank of India highest Marginal Cost of Lending plus 2%, on all the amount paid by the Allottee/s, for every month of delay, till the handing over of the possession of the Apartment.

12. TIME IS ESSENCE:-

Time is essence for the Promoter as well as the Allottee/s. The Promoters shall abide by the time schedule for completing the project and handing over the Apartment/Plot to the Allottee/s and the common areas to the association of the Allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as per payment Plan in clause 2.5 in this Agreement or by payment plan set out in Schedule _____.

13. TERMINATION OF AGREEMENT

13.1 Without prejudice to the right of Promoters to charge interest in terms of sub No. 2 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoters under this Agreement (including his/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment reminders, the Promoters shall at their own option, may terminate this Agreement. Provided that, Promoters shall give notice of 15 days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s, of his/her/their intension to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee/s (subject to adjustment and recovery of any administrative expenses of an amount of Rs. _____/- and/or any other expenses incurred by the Promoters for such unit as requested by the Allottee/s or any other amount which may be payable to Promoters), within a period of 30 days of the termination, the installments of sale consideration of the Apartment/Shop which may till the have been paid by the Allottee/s to the Promoters and the Promoters herein shall be entitled to deal with the said Apartment/Shop with any prospective buyer. Delay in issuance of any reminder/s or notices from the Promoters shall not be considered as waiver of Promoters absolute right to terminate this Agreement.

13.2 For whatsoever reason if the Allottee/s herein, without any default or breach on his/her/their part, desire to terminate this agreement/ transaction in respect of the said building then, the Allottee/s herein shall issue a prior written notice to the Promoters as to the intention of the Allottee/s and on such receipt of notice the Promoters herein shall be entitled to deal with the said Apartment/Shop with prospective buyers. After receipt of such notice of intension to terminate this agreement the Promoters shall issue a 15 days notice in writing calling upon him/her/them to execute and registered Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Allottee/s shall

be entitled to receive the refund of consideration, subject to terms of this Agreement.

13.3) It is specifically agreed between the parties hereto that, if the transaction in respects of the said Apartment/Shop between the Promoters and Allottee/s herein terminated as sated in sub-para 13.1 and 13.2 herein above written then all the instruments under whatsoever head executed between the parties hereto or between the Promoters and Allottee/s herein, in respect of the said Apartment, shall stands automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

14. DEFECT LIABILITY

If within a period of five year from the date of handing over the Apartment/Shop to the Allottee/s, the Allottee/s brings to the notice of the Promoters any structural defect in the Apartment/Shop or the Building in which the Apartment/Shop are situated or any defect on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act. Provided however, that the Allottee/s shall not carry out any alternations of the whatsoever nature in the said Apartment/Shop of phase/wing and in specific the structure of the said Apartment/Shop of the said building which shall included but not limit to columns, beams, etc., or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not take any alternations in any of the fittings, pipes, water supply connections or any erection or alterations 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 Promoters the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoters, and shall not mean defect/s caused by normal wear and tear and by negligent use of Apartment/Shop by the Occupants, vagaries of nature etc.

That it shall be responsibility of the Allottee/s to maintain his Apartment/Shop in a proper manner and take all due care need including but not limiting to the joints in the tiles in his Apartment/Shop are regularly filled with white cement/epoxy to prevent water seepage.

Further where the manufacturer warranty as shown by the Promoters to the Allottee/s ends before the defects liability period and such warranties are covered under the maintenance of the said Apartment, and if the annual maintenance contracts are not done/renewed by the Allottee/s the Promoters shall not be responsible for any defect occurring due to the same.

That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be

sustainable and in proper working condition to continue warranty in both the Apartments and the common project amenities whenever applicable.

That the Allottee/s has/have been made ware and that the Allottee/s expressly agrees that the regular wear and tear of the building includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence can not be attributed to either bad workmanship or structural defect.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the building and in workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

15. FORMATION OF ORGANISATION OF APARTMENT/ SHOP HOLDERS

15.1) Considering the Promoters herein are carrying on the construction/ development on the said land in phases as aforesaid and further to has the maintenance of building/s and common facilities more conveniently, there will be one or more association of Allottees / Co-operative Societies and/or Apex society and/or limited company or as such may be formed by prevailing local laws as may be applicable to the said project, which the Promoters shall decide as suitable for the Apartment/Shop holders in the said project which is under construction on the said land.

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

15.3) The Promoters shall _____ of registration of the Society or Association or limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Promoters and/or the owners in the said structure of the land in which the said Building is situated.

15.4) The Promoters shall, _____ 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 Promoters and/or the owners in the project land on which the Building with multiple wing or buildings are constructed.

16. CONVEYANCE OF THE SAID Apartment/Shop :

The Promoters, on receipt of compete amount of the Price of the said Apartment/Shop under the Agreement from the Allottee/s, shall execute a conveyance deed and convey the title of the said land not later than _____ years and tub proportionate indivisible share in the Common areas on dated _____ to the society/association/ federation/limited company as may be formed all the right, title and interest of the Promoters/original owner/s in the aliquot part of the said land i.e. said project referred in Schedule written _____ unless the above stated period is not clearly mentioned, it is otherwise agreed to by and between the parties hereto within 3 (three) months from the issuance of the occupancy certificate. However, in case the Allottee/s fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee/s authorizes the Promoters to with hold registration of the conveyance deed in his/her/their favour till full and final settlement of all dues and stamp duty and registration charges to the Promoters are made by the Allottee/s.

17. PAYMENT OF TAXES, CESSSES, OUTGOINGS ETC:-

17.1 The Allottee/s herein is well aware that, the State Government of Maharashtra has imposed value added tax (VAT) on the agreed consideration, of the transaction of sale of Apartment/Shop by the Promoters to the Allottee/s of the Apartment/Shop under the Value Added Tax Act 2002 and as per the aforesaid act responsibility to pay the aforesaid tax from time to time and hence this agreed between the parties hereto that, the Allottee/s herein shall bear and pay the aforesaid tax amount on or about execution of this present or as becomes applicable from time to time or this transaction, to the Promoters herein to enable the Promoters to deposit/pay the same to the Government of Maharashtra.

17.2) The Allottee/s herein is well aware that, the Central Government of India has imposed service tax on construction cost and which construction cost is to be determined as provided under the aforesaid act out of the transaction for the sale of Apartment/Shop by the Promoters to the Allottee/s and as per the aforesaid act responsibility to pay the aforesaid tax from time to time to the Central Government has been imposed on the Promoters and hence it is agreed between the parties hereto that, the Allottee/s herein shall bear and pay the aforesaid tax amount on every installment of payment of consideration.

17.3) If any time, after execution of this agreement, the service tax and Value Added Tax (VAT) GST etc. is imposed/increased under respective statute by the Central and State Government respectively and further at any time before or after execution of this agreement any addition taxes/duty/charges/premium/cess/ surcharges etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule/regulation notification order/either by the Central or the State

Government or by the local authority or by any revenue or their authority, on the said Apartment/Shop or this agreement or the transaction herein, shall exclusively be paid/borne by the Allottee/s. The Allottee/s hereby, always indemnifies the Promoters from all such levies, cost and consequences. Provided that the Promoters shall provide to the Allottee/s the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

17.4) Within 15 days after notice in writing is given by the Promoters to the Allottee/s that the Apartment/Shop is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s as stated and defined as attached herewith. Until the society or limited company is formed and the said structure of the building/s is transferred to it, the Allottee/s shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee's share is so determined the Allottee/s shall pay to the Promoters provisional monthly contribution of Rs. _____/- per month towards the outgoings, The amounts so paid by the Allottee/s to the Promoters shall not carry any interest and remain with the Promoters until a conveyance/assignment of lease of the structure of the building 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 the aforesaid deposit (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Society or the Limited Company, as the case may be.

17.5 Notwithstanding anything contents stated herein above, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on Allottee/s of the said Apartment/Shop and if for whatsoever reason respective Recovering Authority got recovered the same from the Promoters in such circumstances the Promoters herein shall be entitled to recover the same from the Allottee/s along with interests and Allottee/s herein shall pay the same to the Promoters within stipulated period as may be informed by the Promoters to the Allottee/s in writing. It is further specifically agreed that, aforesaid encumbrance shall be on said Apartment/Shop being first encumbrance of the Promoters. The Allottee/s herein with due-diligence has accepted the aforesaid condition.

17.6) That the Allottee/s is/are made aware and expressly agrees herein that where the project is out of water supply zone of the local authority and there is likely to be low water supply from the local authority and the allot shall have to pay for the water charges either by tanker or any other form.

18. DEPOSITS BY ALLOTTEE/S WITH THE PROMOTER :

The Allottee/s shall prior to delivery of possession of the said premises keep deposited with the Promoter, the following amounts:

- i) Rs. _____/- for share money, application entrance fee of the society or limited Company/Federation/ Apex Body.
- ii) Rs. _____/- for formation and registration of the Society or limited Company/Federation/ Apex Body.
- iii) Rs. _____/- for proportionate share of taxes and other charges/levies in respect of the Society or limited Company/Federation/ Apex Body.
- iv) Rs. _____/- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/ Federation/Apex body.
- v) Rs. _____/- for deposit towards water, electric and other utility and services connection charges &
- vi) Rs. _____/- for deposits of electrical receiving and sub stations provided in Layout.

19. REPRESENTATION AND WARRANTIES OF THE PROMOTERS:-

The Promoters hereby represents and warrants to the Allottee/s as follows:-

- a) The Promoters have clear and marketable title with respect to the project land; as declared in the title report annexed to this Agreement and have the requisite rights to carry not development upon the project land and also have actual, physical and legal possession of the project land for the implementation of the project;
- b) The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- c) There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- d) 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;
- e) All drawings, sale plans, other drawings are as gin to the Promoters by the appointed Architect, Structural Consultants, other consultants, the Promoters have thus disclosed the same to the Allottee/s and the Allottee/s is/are aware that professional liability have been undertaken by them individually with the Promoters which shall prevail on these consultants individually or cumulatively if there is any loss/harm is caused to the Allottee/s and based on these said details of the drawings an the calculations and area shown, the Allottee/s has/have agreed to take the said Apartment.
- f) All approvals, licenses and permits issued by the competent authorities with respect to the Project, and said building are valid and subsisting and have been obtained by flowing 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 shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with till applicable laws in relation to the Project, Project land, Building and common area;

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

h) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the project land, including the Project and the said (Apartment/plot) which will, in any manner, affect the rights of Allottee/s under this Agreement.

i) The Promoters confirms that the Promoters are not restricted in any manner whatsoever from selling the said (Apartment/plot) to the Allottee/s in the manner contemplated in this Agreement;

j) At the time of execution of the conveyance deed of the structure to the association of Allottee/s the Promoters shall handover lawful, vacant, peaceful, physical possession of the common area of the Structure to the Association of the Allottee/s;

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

l) 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) have been received or served upon that Promoters in respect of the Project land and/or the Project except those disclosed in the title report.

20. COVENANTS AS TO USE OF SAID APARTMENT/SHOP :-

The Allottee/s or himself/herself/themselves with intention to bring all persons into whosoever hands the Building may come, hereby convents with the Promoters as follows for the said Apartment/Shop and also the said land in which the said building is situated.

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

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

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

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

e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment/Shop is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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

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

h) 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 building by the Allottee/s for any purposes other than for purpose for which it is sold.

i) The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Apartment/Shop or part with the possession the Apartment/Shop until all the dues payable by the Allottee/s to the Promoters under this Apartment/Shop fully paid up.

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

k) Till a conveyance of the structure of the building in which Apartment/Shop is situated is executed in favour of society/Limited Society, the Allottee/s shall permit the Promoters and his/her/their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and building/s or any part thereof to view and examine the state and conditions thereof.

l) Till a Conveyance of the project land on which the building in which Apartment/Shop is situated is executed in favour of Apex body or federation, the Allottee/s shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project or any part thereof to view and examine the state and conditions thereof.

m) That the Allottee/s shall indemnify and keep indemnifying the Promoters towards against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Allottee/s.

n) That any nominated surveyor/architect appointed for specific purposes stated in this covenant the fees of which shall be mutually decided by and between the Promoters and the Allottee/s and the same shall be paid by the _____ as agreed mutually.

o) That nothing herein contained shall construe as entitling the Allottee any right on any of the adjoining, neighboring or the remaining buildings/common areas etc of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the Allottee/s to the Promoters in this regards.

p) That the parking spaces sold the Allottee/s shall be used only for the purposes of parking and that the said space is designed and made for use of parking a vehicle of not more than _____ tones and not more than _____ height. That this has been clearly made aware to the Allottee/s and the same has/have been agreed by the Allottee/s to follow.

21. NAME OF THE PROJECT/BUILDING/S/WING/S

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoters herein have decided to have the name of the building will be denoted by letters or name **“KALPATARU AVENUE”** or as decided by the Promoters and further erect or affix Promoter's name board at suitable places as decided by the Promoters herein on a building and at the entrance s of the scheme. The Allottee/s in the said project/building/s or proposed organization is not entitled to change the aforesaid project name and remove or alter Promoters name board in any circumstances. This condition is essential conditions of this Agreement.

22. ENTIRE AGREEMENT AND RIGHT TO AMEND :-

This Agreement, along with its schedules, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment. This agreement may only be amended through written consent of the parties.

23. SEPARATE ACCOUNT FOR SUMS RECEIVED :

The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee/s towards total price/ consideration of the said Apartment/Shop and as advanced or deposit, sums received on account of the share capital for the formation of the Co-operative Society or a Company or any such legal entity, organization that may be formed, towards the out goings, legal charges etc.

Provided that the Promoters shall be allowed to withdraw the sums received from the Allottee/s and utilize the same as contemplated and permitted under the said act and rules and regulations made there under.

24. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES :

The Allottee/s hereby agrees to purchase the Apartment/Shop on the specific understanding that his/her/their right is to only to the use and unless specifically allotted/given vides (limited) common areas/facilities, the use of Common Areas/amenities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of Allottee/s (or the maintenance agency appointed by it and performance by the Allottee/s of all his/her/their obligations in respect of the terms and conditions

specified by the maintenance agency or the association of Allottee/s from time to time. That the list of things that would be covered under the maintenance head are clearly stated and which the Allottee/s has/have expressly agreed to pay are (fully/ proportionately) and marked and attached as Annexure hereunder.

25. MEASUREMENT OF THE CARPET AREA OF THE SAID Apartment/Shop :

The Promoters shall confirm the final carpet area that have been allotted to the Allottee/s after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Architect of the project. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by the Allottee/s within forty five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoters shall demand additional amount from the Allottee/s as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in clause 2 of this Agreement. That in such a case, the parties hereto agree that a nominated surveyor/architect as an expert be appointed mutually to take his expert opinion of measuring the said Apartment/Shop and submitting the said details.

26. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES.

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

That the Allottee/s agree that he/they shall not object to any easement rights that need to be given to any person in and around the said project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any compensation/benefit given to the Promoters in turn for which no conveyance has occurred to the ultimate body expressly stated in this agreement and for which no consideration is specifically dispensed by the Allottee/s to the Promoters for the same; save and except his/her/their right to enjoy and use the unit purchased by him/them and any other rights given by the Promoters to the Allottee/s for which consideration has been dispensed.

27. REGISTRATION OF THIS AGREEMENT :-

The Promoters herein shall present this Agreement as well as the conveyance at the proper registration office for registration within the time limit prescribed by the Registration Act and the Allottee/s will attend such

office and admit execution thereof, on receiving the written intimation from the Promoters.

28. PAYMENT OF STAMP DUTY, REGISTRATION FEE AND LEGAL CHARGES :-

The Allottee/s herein shall bear and pay stamp duty and registration fee and all other incidental charges etc. in respect of this agreement and all other agreements or any final conveyance deed which is to be executed by the Promoters in favour of Allottee/s or Association/ Society i.e. organization as may be formed in which the Allottee/s will be the member.

The Allottee/s shall also pay to the Promoters a sum of Rs. _____/- for meeting all legal costs charges and expenses, including professional costs of the Attorney-at-law/Advocate of the Promoters 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.

29. WAIVER NOT A LIMITATION TO ENFORCE

29.1 The Promoters may, at its sole option and discretion, without prejudice to its rights as set out in the Agreement, waive the breach by the Allottee/s in not making payments as per the payment plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee/s that exercise of discretion by the Promoters in the case of one Allottee/s shall not be construed to be a precedent and/or binding on the Promoters to exercise such discretion in the case of other Allottee/s.

29. 2. Failure on the part of the Promoters to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

30. 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 application law, as the case may be, and the remaining provisions of this agreement shall remain valid and enforceable as applicable at the time of execution of this agreement.

31. PLACE OF EXECUTION

The execution of this agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee/s, in _____ after the

agreement is duly executed by the Allottee/s and the Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this agreement shall be deemed to have been executed at _____.

32. NOTICES

That all notices to be served on the Allottee/s and the Promoters as contemplated by this agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoters by Registered Post at his/her/their respective addresses specified below ;

Name of Allottee/s

(Allottee/s Address)

M/s. SHRINATH REALTORS
Promoter name
Shop No. 2/3/4, Shram Safalya Building, Opp. Motiba Rice Mill,
Veer Savarkar Marg, Virar (East), Taluka Vasai, District Palghar,
Pin – 401 305.
(Promoter Address)

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

33. JOINT ALLOTTEES

That in case there are Joint Allottee/s, they shall be considered as joint and severable Allottee/s for the purpose of these clauses in the agreement and all communications shall be sent the Promoter to the Allottee/s whose name appears first and at the address given by him/her/them which shall for all intents and purposes to consider as properly served on all the Allottee/s.

34. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this agreement shall be construed and enforced in accordance with the laws of India for the time being in force and this agreement shall always be subject to the Real Estate (Regulation and Development) Act, 2016 with Maharashtra Rules, 2017 and Maharashtra Regulations, 2017 and Provision of Maharashtra Co-Operative Societies Act, 1960 with rules made there under and also The Maharashtra Ownership Flats (Regulation of the Promotions of Construction Sale Management and Transfer) Act, 1963.

35. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

36. TERRACE ATTACHED TO THE APARTMENT/SHOP

It is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace Apartments in the said building/s, if any, shall belong exclusively to the respective Allottee/s of the terrace Apartment/Shop and such terrace spaces are intended for the exclusive use of the respective terrace Apartment/Shop Allottee/s. The said terrace shall not be enclosed by the Apartment/Shop Allottee/s till the permission in writing is obtained from the concerned local authority and the Builders or the society, or as the case may be, the limited company.

37. ADDITIONAL FSI / TDR / PREMIUM FSI ETC.

It is agreed between the Promoters and Allottee/s that in case any additional F.S.I./TDR/Premium FSI is granted or construction of additional floor or floors is allowed then the Promoter is entitled to construct and dispose of the said additional construction and the Promoters have reserved the right to construct the same additional construction mentioned above and dispose the same. The necessary covenant in the deed of conveyance to be executed in favour of Co-Operative Housing society shall be incorporated.

SCHEDULE 'I'

DESCRIPTION OF THE LAND

ALL THAT piece and parcel of N.A. land bearing Survey No. 6 (old Survey No. 510/1 Part), Hissa No. 1B+2, admeasuring 3720 Square metres, lying being and situate at Village Chandrapada (old Village Juchandra), Taluka Vasai, District Palghar, within the area of Sub-Registrar at Vasai No. 1 to 6.

SCHEDULE `II'

**DESCRIPTION OF THE PROJECT/PHASE REGISTERED WITH THE
REAL ESTATE REGULATORY AUTHORITY UNDER S.5 OF THE REAL
ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016.**

Building known as “**KALPATARU AVENUE**”, being constructed on N.A. land bearing Survey No. 6 (old Survey No. 510/1 Part), Hissa No. 1B+2, admeasuring 3720 Square metres, lying being and situate at Village Chandrapada (old Village Juchandra), Taluka Vasai, District Palghar, within the area of Sub-Registrar at Vasai No. 1 to 6.

SCHEDULE `III'

DESCRIPTION OF THE APARTMENT/SHOP

**Apartment/Shop No._____, on the _____ Floor, admeasuring
_____ Square metres (Carpet area), in _____ wing, in the Building**
known as “**KALPATARU AVENUE**”, being constructed on N.A. land bearing Survey No. 6 (old Survey No. 510/1 Part), Hissa No. 1B+2, admeasuring 3720 Square metres, lying being and situate at Village Chandrapada (old Village Juchandra), Taluka Vasai, District Palghar, within the area of Sub-Registrar at Vasai No. 1 to 6.

SCHEDULE `IV'

DESCRIPTION OF AMENITIES

- Modular Kitchen
- Attractive Entrance Lobby
- Lift with Generator Back-up System
- Modular electrical switches & ELCB
- Powder coating Sliding
- French windows
- Elegant vitrified tiles
- Plastic wall tiles
- Premium Bathroom fittings
- Landscape Garden

SCHEDULE 'V'**TITLE CLEARANCE REPORT**

THIS IS TO CERTIFY THAT I have investigated the title of N.A. land bearing Survey No. 6 (old Survey No. 510/1 Part), Hissa No. 1B+2, admeasuring 3720 Square metres, lying being and situate at Village Chandrapada (old Village Juchandra), Taluka Vasai, District Palghar, within the area of Sub-Registrar at Vasai No. 1 to 6 belonging to MR. PARSHURAM SHAMRAO PATIL.

By an Development Agreement dated 1st July 2014 and registered in the office of Sub-Registrar at Vasai No. 2 (Virar) under Serial No. Vasai2-4098-2014, dated 01/07/2014, Mr. Parshuram Shamrao Patil (therein called "The Owner") of the First Part and M/s. Shrinath Realtors through its partners 1) Mr. Devendra Khemraj Jain, 2) Mr. Haresh Ambo Bhagat, 3) Mr. Ramchandra Mahadev Mhatre, 4) Mr. Kranti Tukaram Gawad (therein called "The Developers") of the Second Part, the said Mr. Parshuram Shamrao Patil has granted the development right in respect of the said land to M/s. Shrinath Realtors through its partners 1) Mr. Devendra Khemraj Jain, 2) Mr. Haresh Ambo Bhagat, 3) Mr. Ramchandra Mahadev Mhatre, 4) Mr. Kranti Tukaram Gawad, on the terms and conditions mentioned in the said Development Agreement.

The said Mr. Parshuram Shamrao Patil has executed a Power of Attorney dated 1st July 2014 which was registered in the office of Sub-Registrar at Vasai No. 2 (Virar) under Serial No. 4099-2014, dated 01/07/2014 in favour of M/s. Shrinath Realtors through its partners 1) Mr. Devendra Khemraj Jain, 2) Mr. Haresh Ambo Bhagat, 3) Mr. Ramchandra Mahadev Mhatre, 4) Mr. Kranti Tukaram Gawad, with a right to develop the said land.

I have investigated the title and the same is found clear, marketable and without any encumbrance.

sd/-
(N.B.DESHMUKH& CO.)
ADVOCATE

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED by the)
)
with in named "THE PROMOTERS")
)
M/s. SHRINATH REALTORS,)
)
a partnership firm)
)
through its partner)
)
_____)
)
in the presence of)

1.

Name :

Address :

2.

Name :

Address :

SIGNED AND DELIVERED by the)
)
 withinnamed "THE ALLOTTEE/S")
)
 _____)
)
)
)
 in the presence of)

1.

2.

RECEIVED the day and the year first	)	
	)	
hereinabove written of and from the	)	
	)	
withinnamed ALLOTTEE/S, the sum of	)	
	)	
Rupees _____	)	Rs. _____/-
	)	=====
_____	)	
	)	
as and by way of part consideration	)	
	)	
money, to be paid by him/her/them to us.	)	

WITNESSES :-

WE SAY WE HAVE RECEIVED

1.

2.

PROMOTERS