

Date: _____

To,

Sub: **Allotment of Flat in our proposed building project known as 'SADGURU NAKSHTRA' being constructed on Portion of Survey/Hissa Nos.-120/4 & 118/3, situated at Village-Titwala, Tal.-Kalyan, Dist.-Thane.**

Sir/Madam,

- 1) We are seized and possessed of or otherwise well and sufficiently entitled to plot of land bearing **portion of Survey No.-120, Hissa No.-4 & Survey No.-118, Hissa No.-3, Village-Titwala, Tal.-Kalyan, Dist.-Thane.** We hereby assured you that the title to the above mentioned plot of land and of the Buildings being constructed thereon by us is marketable and free from all encumbrances, claims and demands and we are entitled to deal with and dispose off the premises comprised therein on Ownership Basis. The layout of the building and the scheme of development thereof have been heretofore seen and approved by you.
- 2) We have obtained the development permission and Commencement Certificate vide its reference No.-**Commencement Certificate bearing number Ja. Kra.KDMC/Naravi/Baap/Ka.Vi./2018-19/08, dated 16/05/2018,** for development and construction of the buildings on the said plots of land from Asst. Director, Town Planning, Kalyan Dombivali Mahanagarपालिका, kalyan.
- 3) We intend to develop and construct our Real Estate project to be known as **'SADGURU NAKSHTRA' in the 1st (First) phase of the proposed buildings' project comprising B, C & D Wings i.e (1)**

B-Wing Stilt + 1st

(First) Floor to 14th (Fourteenth) Floor; (2) C-Wing Stilt + 1st (First) Floor to 14th (Fourteenth) Floor & (3) D-Wing Stilt [p] + Ground [p] + 1st (First) Floor to 6th (Sixth) Floor [for MHADA] on the project land in accordance with the plans, designs and specifications approved by the concerned local authority.

- 4) Our Real Estate Project namely 'SADGURU NAKSHTRA' is registered under the provisions of The Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at _____ No. _____.
- 5) As per your specific request vide your booking form dated _____ we hereby agree for allotment of **Flat to you in our proposed building Project known as 'Sadguru Nakshtra' in the 1st (First) phase of the proposed buildings' project bearing Flat No._____ admeasuring _____ Sq. Mts. carpet area on the _____ Floor in _____ Wing**, as shown in the floor plan thereof hereto annexed and marked "Annexure-A" **situated at Village-Titwala, Tal.-Kalyan, Dist.-Thane, for a lump sum price of Rs._____ (Rupees _____ Only)** being inclusive of the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities appurtenant to the premises exclusive of GST, taxes, cess, legal charges, registration charges, stamp duty and cost of formation of the Society, cost of covered car parking.
- 6) **You have paid to us a sum of Rs._____ (Rupees _____**
- Only) [Not exceeding 10% (Ten Percent) of the total consideration] as advance payment or application fee and you shall pay to us the balance amount of Rs._____ (Rupees _____**

_____ Only) in the
following manner.

- a) amount of Rs. _____ (Rupees
_____ Only) [(not exceeding
30% (Thirty Percent) of the total consideration] to be paid to us after
the execution of Agreement.
- b) amount of Rs. _____ (Rupees
_____ Only) [not exceeding 45%
(Forty Five Percent) of the total consideration] to be paid to us on
completion of the Plinth of the building.
- c) amount of Rs. _____ (Rupees
_____ Only) [not
exceeding 70% (Seventy Percent) of the total consideration] to be
paid to us on completion of the slabs including podiums and stilts of
the building.
- d) amount of Rs. _____ (Rupees
_____ Only) [not
exceeding 75% (Seventy Five Percent) of the total consideration] to
be paid to us on completion of the wall, internal plaster, of the said
Flat.
- e) amount of Rs. _____ (Rupees
_____ Only) [not
exceeding 80% (Eighty Percent) of the total consideration] to be paid
to us on completion of the staircases, lift wells, lobbies upto the floor
level of the said Flat.
- f) amount of Rs. _____ (Rupees
_____ Only) [not
exceeding 85% (Eighty Five Percent) of the total consideration] to be
paid to us on completion of the external plumbing and external

plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat is located.

- g) amount of Rs. _____ (Rupees

_____) Only) [not
exceeding 95%
(Ninety Five Percent) of the total consideration] to be paid to us on
completion of the 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
Agreement of sale of the building or wing in which the said Flat is
located.

- h) balance Amount of Rs. _____ (Rupees
_____) Only) against and
at the time of handing over of the possession of the Flat to you on or
after receipt of Occupancy Certificate or Completion Certificate.

**Time for payment of the aforesaid installments and all the
amounts due and payable under these presents by you to us is
of essence of the contract. All payments against this allotment
shall be made by you by way of a account payee
Cheque/Demand Draft drawn in favour of M/S. SADGURU
DEVELOPERS, if payment as stipulated herein above is not
made then this allotment letter shall stand cancelled and the
application fee/earnest money deposit shall remain forfeited.**

- 7) You should submit the copies of PAN, Residence Proof along with the
payments stipulated hereinabove.
- 8) The benefit of this letter of intent and matters of and incidental thereto
cannot be directly or remotely transferred or assigned or disposed off
by you without having obtained our prior written consent for the same.
This letter does not give you any right in respect of the said Flat and is
restricted only to an acknowledgement of your advance money or
application fee for your proposal to purchase the said premises. The

allotment will be confirmed in your favour through a registration of the Agreement for Sale in your favour only after fulfillment of the terms and conditions set-forth herein.

- 9) You shall, at your own costs and expenses, comply with all matters such as payment of stamp duty on the agreement(s), Deed(s) comprising the said transaction of sale/purchase of the said premises and register the same with the Registering Authorities concerned as required by provisions of law in that behalf for the time being in force.**
- 10) You have expressly agreed, accepted and confirmed to pay to us immediately as and when demanded by us and/or to the appropriate authorities all the present/future/revised/new property/Municipal Tax, GST, Development charges, Education Cess and/or any other levies, taxes, cess, surcharge, dues, duties, including 1% (One Percent) TDS etc. which may be called or demanded under name or terminology or may become payable due to any change/amendment in the existing laws, policies, rules or due to implementation/enactment of any new laws/rules by the local bodies, State Government, Central Government or by any other competent authorities. You shall pay such amount in additions to any amount mentioned under the agreement for sale/letter or otherwise.
- 11) You are aware of your obligation to pay the further and other dues over and above the agreed consideration such as share money, expenses for maintenance charges, maintenance deposit, legal costs etc. and any additional amounts or deposits as determined by us as provided in Performa Agreement.**
- 12) That Construction of the said Building is estimated to be completed on or before _____ subject to delay for reasons beyond our control or force majeure.
- 13) All notices/communications to be sent/served on you as contemplated in this letter shall deem to have been duly served if sent to you through electronic transmission, facsimile transmission or registered A.D. to your address given hereinabove. In case of any change in the

address, you will intimate us accordingly otherwise all letters and correspondences shall be sent/ communicated at the above address.

- 14) You have heretofore independently examined all aspects of our entitlement to the building and the scheme of development thereof and terms of allotment on Ownership Basis and in which behalf the documents/plans/sanctions/terms are perused and approved by you. This writing is merely a Letter of Intent to allot and is not and does not purport to be and shall not be construed or deemed to be an Agreement/Deed to Sell/Purchase which arrangement shall become operative only upon the happening of events hereinabove mentioned and not otherwise.**
- 15) We hereby confirm that we have not agreed to sale the said premises to anybody else nor created any encumbrance on the said premises and the title thereof is clear and marketable.
- 16) This allotment shall be subject to Panvel (Raigad) jurisdiction only.
- 17) Kindly confirm the above by endorsing your signature/s at the foot of the duplicate hereof.

Thanking you.

**Yours faithfully,
for M/S. SADGURU DEVELOPERS
above**

I/We confirm the

(Partner)

(Purchaser/s)

AGREEMENT FOR SALE

THIS **ARTICLE OF AGREEMENT** is made at Kalyan, Thane on this _____ day of _____, 20____, between **M/S. SADGURU DEVELOPERS**, a partnership firm duly registered under the provisions of Indian Partnership Act, 1932, having its office at Plot No.-13/14, Savita Sadan, Ganesh Nagar, Rameshwadi, Badlapur (W), Tal.-Ambarnath, Dist.-Thane, hereinafter referred to as **"THE PROMOTERS"** (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include partner or partners for the time being of the said firm, the survivors or survivor of them and the heirs, executors and assigns of the last surviving partner) OF THE ONE PART **and SHRI/SMT./MISS./M/S.**

_____,
having his/her/their address at _____

_____,
hereinafter referred to as **"THE PURCHASER(S)"** (which expression shall

unless contrary to the context or meaning thereof mean and include in the case of individuals his/her/their heirs and legal representatives and in case of partnership firm the partners constituting the firm for the time being and the survivors or survivor of them and their respective heirs and legal

representatives and in the case of a corporate body, its successors and assigns and in the case of the Trust its trustees for the time being) OF THE OTHER PART.

Whereas (1) SMT. SULOCHANA CHANDRAKANT JADHAV (2) SHRI DILIP CHANDRAKANT JADHAV (3) SHRI VIJAY CHANDRAKANT JADHAV (4) SMT. ANITA MUKUND JADHAV & (5) SHRI VIMAL VILAS JADHAV, are the Owners of piece and parcels of lands bearing (1) Survey No.-118, Hissa No.-3, admeasuring 0-09-1 H.R.P. & (2) Survey No.-120, Hissa No.-4, admeasuring 1-25-00 H.R.P., both situate, lying and being at Village-Titwala, Tal.-Kalyan, Dist.-Thane and as per the Mutation Entry No.-1702, name of the aforesaid owners are recorded in the 7/12 extracts of the revenue records of the concerned authority regarding the said lands;

And whereas by virtue of **Development Agreement & General Power of Attorney both dated 11/08/2011**, duly registered before the Sub Registrar of Assurances at Sub Registrar of Assurances at Kalyan-1 under Receipt No.-8389 & 8390, Document No.KLN1-8198-2011 & KLN1-08199-2011 respectively on 11/08/2011, the said (1) SMT. SULOCHANA CHANDRAKANT JADHAV (2) SHRI DILIP CHANDRAKANT JADHAV (3) SHRI VIJAY CHANDRAKANT JADHAV (4) SMT. ANITA MUKUND JADHAV & (5) SHRI VIMAL VILAS JADHAV, granted the development rights of portion of the land bearing **Survey/Hissa No.-120/4, admeasuring 1-05-0 H.R.P. out of the total area of 1-25-0 H.R.P.** in favour of the Promoters herein and handed over the vacant and peaceful possession of the said portion of land to them;

And whereas by virtue of another **Development Agreement & General Power of Attorney both dated 13/12/2011**, duly registered before the Joint Sub Registrar of Assurances at Kalyan-1 under Receipt No.-11604 & 11605, Document No.KLN1-11335-2011 & KLN1-11336-2011 respectively on 13/12/2011, the said (1) SMT. SULOCHANA CHANDRAKANT JADHAV (2) SHRI DILIP CHANDRAKANT JADHAV (3) SHRI VIJAY CHANDRAKANT JADHAV

(4) SMT. ANITA MUKUND JADHAV & (5) SHRI VIMAL VILAS JADHAV, granted the development rights of another portion of the land bearing **Survey/Hissa No.-120/4, admeasuring 0-07-0 H.R.P. out of the remaining area of 0-20-0 H.R.P.** in favour of the Promoters herein and handed over the vacant and peaceful possession of the said portion of land to them;

And whereas by virtue of a **Development Agreement & Irrevocable General Power of Attorney both dated 17/02/2014**, duly registered before the Joint Sub Registrar of Assurances at Kalyan-1 under Receipt No.-2881 & 2882, Document No.KLN1-1398-2014 & KLN1-1399-2014 respectively on 17/02/2014, the said (1) SMT. SULOCHANA CHANDRAKANT JADHAV (2) SHRI DILIP CHANDRAKANT JADHAV (3) SHRI VIJAY CHANDRAKANT JADHAV (4) SMT. ANITA MUKUND JADHAV & (5) SHRI VIMAL VILAS JADHAV granted the development rights of land bearing **Survey/Hissa No.-118/3, admeasuring 0-09-1 H.R.P.** in favour of the Promoters herein and handed over the vacant and peaceful possession of the said land to them;

And whereas by virtue of the above referred Development Agreements and Power of Attorneys, the Promoters are now fully seized and possessed of and/or otherwise well and sufficiently entitled to the aforesaid pieces and parcels of the lands bearing (1) Survey No.-120, Hissa No.-4, admeasuring 1-05-0 H.R.P. out of the total area of 1-25-0 H.R.P. (2) Survey No.-120, Hissa No.-4, admeasuring 0-07-0 out of the total area of 1-25-00 H.R.P. & (3) Survey No.-118, Hissa No.-3, admeasuring 0-09-1 H.R.P., aggregating to 1-21-1 H.R.P. equivalent to 12110 Sq. Mts., all situate, lying and being at Village-Titwala, Tal.-Kalyan, Dist.-Thane, and hereinafter referred to as "THE LARGER PROPERTY" and more particularly described in the "First Schedule" hereunder written and are fully entitled to develop the said lands by constructing the buildings thereon as per the plans duly approved by the concern authorities;

And whereas the Promoters are in the process of acquiring further lands in the vicinity of the said Larger Property in their endeavor to make the

proposed project a larger, better and well-planned and they are in constant negotiations with various land owners the further acquisition and such further pieces and parcels of land shall subsequently be added by the promoters to the said "Larger Property" comprising of the said several pieces of lands which are already acquired by the Promoters;

And whereas vide Maharashtra Ordinance No.-II of 2017 with regard to Maharashtra Land Revenue Code, (Amendment) ordinance 2017 promulgated on 01/01/2017 after Section 42(A) of the Maharashtra Land Revenue Code 1966 the Sec. 42(B) and 42(C) have been inserted which stipulates that the Land be deemed converted for use as shown by way of allocation, reservation or designation in such Development plan and no separate permission under Section 42 or Section 44 shall be required for the use of such Land for use permissible under Development plan;

And whereas the Promoters have paid the conversion tax for non- agriculture use as per the Maharashtra Land Revenue Code, 1966 as per Sec. 42(B) of the said MRTP Act;

And whereas the Promoters are in the process of developing the said Larger Property and constructing buildings thereon in such phases and in such manners as the Promoters may deem fit and proper and all the further pockets of land acquired as envisaged above shall subsequently be added to such phase wise development in a manner the Promoters may deem fit and proper. And the entire scheme of such development in part or full shall always be known as **"SADGURU NAKSHTRA"**;

And whereas the Promoters have informed the Allottee(s) and the Allottee(s) is/are aware that the Promoters have not yet completely finalized the entire scheme of development thereof and have reserved to itself the right to amend from time to time the layout of the said property and provide for construction of 1 (One) or more buildings/floors than those at present

envisaged and to amend the building plans and/or construct additional floors and/or buildings/structure on the said property;

And whereas the Allottee(s) is/are aware that development of the said property and/or the larger property shall be completed over a lengthy period of time and that although the building in which the Flat/Other premises hereby agreed to be allotted may be completed and the Promoters may permit the Allottee(s) to use the Flat/Other premises. However, only on completion of the entire work of development of the larger property including the said property and construction of all the buildings in the layout, the Promoters shall take steps to obtain conveyance of the said property in favour of a Co-operative Society or federation of the co-op societies and/or any other corporate body to be formed of the Allottee(s). This Agreement is entered into by the Allottee(s) on a specific understanding and agreement that the Allottee(s) shall not insist upon the Deed of Conveyance in respect of the said property being executed until the development of the entire larger property including the said property is completed;

And whereas the Asst. Director, Town Planning, Kalyan Dombivali Mahanagarपालिका, kalyan, vide its Commencement Certificate bearing number Ja.Kra.KDMC/Naravi/Baap/Ka.Vi./2018-19/08, dated 16/05/2018 sanctioned and approved the plans submitted by the Promoters for construction of the residential buildings on the said property consisting of A, B, C & D Wings wherein (1) A-Wing comprising of Stilt + 1st (First) Floor to 11th (Eleventh) Floor + 12th (Twelfth) Floor [p] + 13th (Thirteenth) Floor [p] + 14th (Fourteenth) Floor [p]; (2) B-Wing comprising of Stilt + 1st (First) Floor to 14th (Fourteenth) Floor; (3) C-Wing comprising of Stilt + 1st (First) Floor to

14th (Fourteenth) Floor & (4) D-Wing comprising of Stilt [p] + Ground [p] + 1st (First) Floor to 6th (Sixth) Floor [for MHADA] & (5) Club House on Ground floor + 1st (First) Floor [p] and in pursuance to the sanctioned plans and permissions, the Promoters have commenced the construction work on the said plots of land;

And whereas the Promoters have floated the ownership scheme on the said lands under the name and style of **"SADGURU NAKSHTRA"** comprising of various buildings as mentioned hereinabove consisting of residential units. Though the Promoters herein have right to develop the entire project land, they have decided to carry out construction/development in phases and accordingly have identified/earmarked portion out of the project land as 'Phase-I' comprising Building Nos.-B, C & D and is only subject matter of this agreement;

And whereas the Promoters are in the process of developing the said Property and constructing buildings thereon in phases and **initially the Promoters have proposed to construct the 'Phase-1' of the said buildings project comprising Building Nos.-B, C & D i.e. (1) B-Wing comprising of Stilt + 1st (First) Floor to 14th (Fourteenth) Floor; (2) C-Wing comprising of Stilt + 1st (First) Floor to 14th (Fourteenth) Floor & (3) D-Wing comprising of Stilt [p] + Ground [p] + 1st (First) Floor to 6th (Sixth) Floor [for MHADA] and in 'Phase-2' the Promoters propose to construct building A-Wing comprising of Stilt + 1st (First) Floor to 11th (Eleventh) Floor + 12th (Twelfth) Floor [p] + 13th (Thirteenth) Floor [p] + 14th (Fourteenth) Floor [p] and Club House on Ground Floor + 1st (First) Floor [p]** as per the rules and regulations of municipal council and in the subsequent phases, the Promoters have proposed the future expansion by acquiring further lands, utilizing the balance FSI (Floor Space Index), additional Premium paid FSI, TDR (Transfer of Development Rights) premium, Staircase premium, road width additional FSI as per the rules and regulations of competent authority;

And whereas the Promoters declare that the above referred agreements permissions and sanctions are still valid, subsisting and completely in force;

And whereas the Promoters are entitled and enjoined upon to construct the residential buildings on the project land in accordance with the recitals hereinabove as per the plans sanctioned and the development permission granted by the competent authorities including such additions, modifications, revisions, alterations therein, if any, from time to time as may be approved by the Planning Authorities. Copy of development permission/ commencement certificate is annexed herewith as "**Annexure-A**";

And whereas the Allottee(s) is/are offered a Flat No._____ on the _____ Floor in _____ Wing (hereinafter referred to as "the said Flat") of the buildings' project to be known as "**SADGURU NAKSHTRA**" (hereinafter referred to as "the said Building") being constructed of the said project, by the Promoters;

And whereas the Promoters have entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

And whereas the Promoters have appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoters accept the professional supervision of the Architect and the structural Engineer till the completion of the building(s);

And whereas by virtue of the aforesaid Agreements, the Promoters have sole and exclusive right to sell the Flats and Other Units in the proposed building(s) to be constructed by the promoters on the project land and to enter into Agreement(s) with the Allottee(s) of the said Flats and Other Units therein and to receive the sale price in respect thereof;

And whereas on demand from the allottee(s), the Promoters have given inspection to the Allottee(s) of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoters' Architects "**DESTINATION, ARCHITECTURE INTERIOR DESIGN**",

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 there under;

And whereas the authenticated copy of Certificate of Title issued by the advocate of the Promoters and authenticated copy of 7/12 showing the nature of the title of the Promoters to the project land on which the Flats are to be constructed have been annexed hereto and marked as "**Annexure-B & C**" 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-D**";

And whereas the authenticated copies of the plans of the Layout as proposed by the Promoters and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as "**Annexure-E**";

And whereas the authenticated copies of the plans and specifications of the Flat agreed to be purchased by the Allottee(s), as sanctioned and approved by the local authority have been annexed and marked as "**Annexure-F**";

And whereas the list of amenities has been specified in the third schedule mentioned hereunder in this agreement;

And whereas the Promoters have got the approvals from the concerned authority(s) to the plans, the specifications, elevations, sections and of the said building/s so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;

And whereas while sanctioning the said plans concerned 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) shall be granted by the concerned authority;

And whereas the Promoters have accordingly commenced construction of the said building(s) in accordance with the said proposed plans;

And whereas the Allottee(s) have applied to the Promoters for allotment of a Flat and/or other units bearing number _____ on the _____ Floor in Wing No.-_____ of the proposed buildings' project to be known as "**SADGURU NAKSHTRA**" being constructed on the said Project;

And whereas the carpet area of the said Flat is _____ Sq. Mts. and "Carpet Area" means the net usable floor area of Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony area _____ Sq. Mts. appurtenant to the said Flat for exclusive use of the Allottee(s) or verandah area, exclusive cupboard area _____ Sq. Mts. appurtenant to the said Flat for exclusive use of the Allottee(s) and exclusive open terrace area _____ Sq. Mts. appurtenant to the said Flat for exclusive use of the Allottee(s), but includes the area covered by the internal partition walls of the Flat;

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 hereafter;

And whereas prior to the execution of these presents, the Allottee(s) has/ have paid to the Promoters a sum of Rs. _____ (Rupees _____ Only)

being part payment of the sale consideration of the Flat agreed to be sold by the Promoters to the Allottee(s) as advance payment or application fee (the payment and receipt whereof the Promoters doth hereby admit and acknowledge) and the Allottee(s) has/have agree(s) to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing;

And whereas the Promoters have registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at _____ No. _____; the authenticated copy of the Certificate is annexed herewith as "**Annexure-G**";

And whereas under Section 13 of the said Act the Promoters are required to execute a written Agreement for sale of said Flat with the Allottee(s), being in fact these presents and also to register said Agreement under the Registration Act, 1908;

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agree to sell and the Allottee(s) hereby agree(s) to purchase the said Flat.

Now therefore this Agreement witnesseth and it is hereby agreed by and between the parties hereto as follows:

- 1) The Promoters shall in the **first phase construct the said buildings project on the said property comprising (1) B-Wing Stilt + 1st (First) Floor to 14th (Fourteenth) Floor; (2) C-Wing Stilt + 1st (First) Floor to 14th (Fourteenth) Floor & (3) D-Wing Stilt [p] + Ground [p] + 1st (First) Floor to 6th (Sixth) Floor [for MHADA]** and in the second phase the promoters proposed to

construct A-Wing comprising of Stilt + 1st (First) Floor to 11th (Eleventh) Floor + 12th (Twelfth) Floor [p] + 13th (Thirteenth) Floor [p] + 14th (Fourteenth) Floor [p] and Club House on Ground Floor + 1st (First) Floor [p] of the buildings project and in the subsequent phases, the Promoters have proposed the future expansion by acquiring further lands, utilizing the balance FSI (Floor Space Index), additional Premium paid FSI, TDR (Transfer of Development Rights) premium, Staircase premium, road width additional FSI as per the rules and regulations of competent authority in accordance with the plans, designs and specifications approved by the concerned authority and which have been seen and approved by the Allottee(s) with only such variations and modifications as the Promoters may consider necessary or as may be required by the concerned authority/ Government to be made in any of the Premises, provided that the Promoters shall have to obtain prior consent in writing of the Allottee(s) in respect of such variations or modifications which may adversely affect the Flat of the Allottee(s) except any alteration or addition required by any Government authorities or due to change in law.

- 2) The Allottee(s) hereby agree(s) to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee(s) the said **Flat bearing No. _____, admeasuring _____ Sq. Mts. carpet area on the _____ Floor in _____ Wing of the proposed buildings' project to be known as "SADGURU NAKSHTRA",** hereinafter referred to as "THE SAID FLAT", more particularly described in the "**Second Schedule**" hereunder written and as shown on the floor plan thereof hereto annexed and marked as "**Annexure-E**" for a lump sum price of Rs. _____ (Rupees _____ Only) including and being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule written hereunder.

3) The Allottee(s) hereby agree(s) to purchase from the promoters and the promoters hereby agree(s) to sell to the Allottee(s) **covered car parking space situated at stilt area being constructed in the layout for the consideration of Rs._____ (Rupees _____ Only).** The total aggregate consideration amount for the Flat including covered parking spaces is thus Rs._____ (Rupees _____ Only).

4) The **Allottee(s) have paid on or before execution of this agreement a sum of Rs._____ (Rupees _____ Only)** as advance payment or application fee and hereby agree(s) to pay to the Promoters the balance amount of **Rs._____ (Rupees _____ Only)** in the following manner:

Sr. No.	Particulars	Percent	Amount in Rs.
1.	EMD at the time of booking	10%	
2.	Upon execution of Agreement	20%	
3.	Completion of Plinth	15%	
4.	On completion of 2 nd Slab	4%	
5.	On completion of 4 th Slab	3%	
6.	On completion of 6 th Slab	3%	
7.	On completion of 8 th Slab	3%	
8.	On completion of 10 th Slab	3%	
9.	On completion of 12 th Slab	3%	
10.	On completion of 14 th Slab	3%	
11.	On completion of 15 th Slab	3%	
12.	On completion of walls, internal	5%	

	plaster, floorings, doors & windows		
13.	On completion of sanitary fittings, staircases, lift wells, lobbies.	5%	
14.	On completion of External plumbing, external plaster, elevation, terraces.	5%	
15.	On completion of lifts, water pumps, electrical fittings, paving etc.	10%	
16.	On Possession upon receipt of Occupancy Certificate	5%	
	Total	100%	

- 5) The Total Purchase Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of (Goods & Service Tax) GST 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 Promoters) up to the date of handing over the possession of the Flat.
- 6) The Total Price is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/ Government from time to time. The Promoters undertake and agree that while raising a demand on the Allottee(s) for increase in development charges, cost or levies imposed by the competent authorities etc. the Promoters shall enclose the said notification/order/ rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottees, which shall only be applicable on subsequent payments.
- 7) The payment of any instalments if made in advance shall be adjusted to the next instalments 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 the allottee(s).

- 8) The Promoters shall confirm the final carpet area that has been allotted to the Allottee(s) after the construction of the Buildings are complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Allottee(s) within 45 (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 No.-2 of this Agreement.
- 9) The Allottee(s) authorize(s) 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) undertake(s) not to object/demand/direct the Promoters to adjust his/her/their payments in any manner.
- 10) The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the Flat to the Allottee(s), obtain from the concerned local authority Occupation and/or Completion Certificates in respect of the said Flat.

- 11) Time is essence for the Promoters as well as the Allottee(s). The Promoters shall abide by the time schedule for completing the project and handing over the Flat to the Allottee(s) and the common areas to the association of the allottees after receiving the Occupancy Certificate or the completion certificate or both, as the case may be. Similarly, the Allottee(s) shall make timely payments of the instalment 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 Promotes as provided in Clause No.- 5 hereinabove.
- 12) The Promoters hereby declare that the **FSI (Floor Space Index) available as on date in respect of the project land is 9440.50 Sq. Mts.** Only. The Promoters have disclosed the Floor Space Index of 0.85 as proposed to be utilized by them on the project land in the said Project and Allottee(s) has/have agreed to purchase the said Flat based on the proposed construction and sale of Flat 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.
- 13) If the Promoters fail to abide by the time schedule for completing the project and handing over the Flat to the Allottee(s) the Promoters agree to pay to the Allottee(s) who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee(s) for every month of delay, till the handing over of the possession. The Allottee(s) agrees to pay to the Promoters, interest as specified in the Rule i.e. interest as per State Bank of India marginal cost of lending rate plus 2% (Two Percent) per annum with monthly rests, on all the delayed payment which become due and payable by the Allottee(s) to the Promoters under the terms of this Agreement

from the date the said amount is payable by the Allottee(s) to the Promoters.

- 14) Without prejudice to the right of promoters to charge interest in terms of Clause No.-13 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/her/ their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee(s) committing 3 (Three) defaults of payment of instalments, the Promoters shall at their own option, may terminate this Agreement:
 - a) Provided that, Promoters shall give notice of 15 (Fifteen) 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 their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee(s) fail(s) 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.
 - b) Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee(s) after deducting 10% (Ten Percent) of the total Agreement value of the Premises and the total interest payable due to delayed payments of the previous installments till the date of cancellation by the Promoters to the Allottee(s) as agreed liquidated damages within a period of 30 (Thirty) days of the termination, the instalments of sale consideration of the Flat which may till then have been paid by the Allottee(s) to the Promoters.
- 15) The fixture and fittings with regards to flooring and sanitary fittings and amenities to be provided by the Promoters in the Flat/Shop and the said building are those that are set out in the **"Third Schedule"** mentioned hereunder.

- 16) The **Promoters shall give possession of the Flat to the Allottee(s) on or before December 2022.** If the Promoters fail or neglect to give possession of the Flat to the Allottee(s) on account of reasons beyond their control and of their agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee(s) the amounts already received by them in respect of the Flat with interest at the same rate as may mentioned in the Clause No.-13 herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of
- (i) War, civil commotion or act of God;
 - (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- 17) The Promoters, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee(s) as per the agreement shall offer in writing the possession of the Flat to the Allottee(s) in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice and the Promoters shall give possession of the Flat to the Allottee(s). The Promoters agree and undertake to indemnify the Allottee(s) in case of failure of fulfilment 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 or association of Allottee(s) as the case may be. The Promoters on its behalf shall offer the possession to the Allottee(s) in writing within 7 (Seven) days of receiving the occupancy certificate of the Project.

- 18) The Allottee(s) shall take possession of the Flat within 15 (Fifteen) of the written notice from the Promoters to the Allottee(s) intimating that the said Flat are ready for use and occupancy:
- 19) Upon receiving a written intimation from the Promoters as per Clause No.-17, the Allottee(s) shall take possession of the Flat/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 Flat/Shop to the Allottee(s). In case the Allottee(s) fail to take possession within the time provided in Clause No.-17 such Allottee(s) shall continue to be liable to pay maintenance charges as applicable.
- 20) If within a period of 5 (Five) years from the date of handing over the Flat to the Allottee(s), the Allottee(s) bring(s) to the notice of the Promoters any structural defect in the Flat or the building in which the Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the Allottee(s) 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 alterations of the whatsoever nature in the said flat of phase/wing and in specific the structure of the said unit/wing/phase of the said building which shall include but not limit to columns, beams etc or in fittings therein, in particular it is hereby agreed that the allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection 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 avoid. The word defect here means only the manufacturing and workmanship defects caused on account of wilful neglect on the part

of the Promoters, and shall not mean defects caused by normal wear and tear and by negligent use of flat by the occupants, vagaries of nature etc. That it shall be the responsibility of the allottee(s) to maintain his/her/their flat in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his/her/their flat are regularly filled with white cement/epoxy to prevent water seepage. Further where the manufacturer warranty as shown by the Promoter to the allottee(s) ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/wing. And if the annual maintenance contracts are not done/renewed by the allottee(s), the Promoters shall not be responsible for any defects 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 sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable. That the allottee(s) has/have been made aware and that he/she/they expressly agree(s) that the regular wear and tear of unit/building/phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20⁰c and which do not amount to structure defects and hence cannot be attributed to either bad workmanships 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 then submit a report to state the defects in materials used, in the structure built of the unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

- 21) The Allottee(s) shall use the Flat or any part thereof or permit the same to be used only for purpose of residence. He/she/they shall use the parking space only for purpose of keeping or parking his/her/their own vehicle(s).

- 22) The Allottee(s) along with other Allottees of the flats in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters within 7 (Seven) days of the same being forwarded by the Promoters to the Allottee(s), so as to enable the Promoters to register the common organisation of Allottees. 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.
- 23) The Promoters on receipt of the complete amount of the price of the said flat under the agreement from the allottee(s) shall execute a conveyance deed and convey the title of the said flat not later than 2 (Two) years and with proportionate indivisible share in the common areas to the society/federation as may be formed all the rights title interest of the promoters in the aliquot part of the said land i.e. said land, said project unless the above stated period is not clearly mentioned, it is otherwise agreed by and between the parties hereto that the Promoters shall, within 3 (Three) months of registration of the Society or Limited Company, as aforesaid, cause to be transferred to the Society, company or federation of the society all the rights, title and the interest of the Promoters in the project land on which the buildings are constructed. However, in case the Allottee(s) fail(s) to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. demanded within the period mentioned in the demand letter, the Allottee(s) authorises the promoters withhold

registration of the conveyance deed in his/her favour till full and final settlements of the amount and payment of stamp duty and registration charges to the promoters is made by the Allottee(s).

- 24) The Promoters shall, within 3 (Three) months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company or federation of the society all the right, title and the interest of the Promoters in the said structure of the Building or wing in which the said Flat is situated.
- 25) The Promoters shall, within 3 (Three) months of registration of the Society or Limited Company, as aforesaid, cause to be transferred to the Society, company or federation of the society all the right, title and the interest of the Promoters in the project land on which the buildings are constructed.
- 26) Within 15 (Fifteen) days after notice in writing is given by the Promoters to the Allottee(s) that the Flat/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 Flat) 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 buildings or wings 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 agree that till the Allottee's share is so determined the Allottee(s) shall pay to the Promoters provisional monthly contribution of ` _____ (Rupees _____
_____ Only)

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 or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Society or the Limited Company, as the case may be.

- 27) The Allottee(s) shall on or before delivery of possession of the said premises keep deposited with the Promoters, the following amounts:
- a) ` _____ (Rupees _____
_____ Only) for share money, application entrance fee of the Society or Limited Company.
 - b) ` _____ (Rupees _____
_____ Only) for formation and registration of the Society or Limited Company.
 - c) ` _____ (Rupees _____
_____ Only) for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company.
- 28) The Allottee(s) shall pay to the Promoters a sum of ` _____
(Rupees _____
_____ Only) for meeting all legal costs, charges and expenses, including professional costs of the advocates of the Promoters in connection with formation of the said Society or Limited Company and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

- 29) At the time of registration of conveyance of the structure of the building or wing of the building, the Allottee(s) shall pay to the Promoters, his/her/their share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance 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 of the project land, the Allottee(s) shall pay to the Promoters, his/her/their share of stamp duty and registration charges payable, by the said Society or Limited company on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Society or limited company.
- 30) The Promoters hereby represent and warrant 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 out 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;
 - d) There are no litigations pending before any Court of law with respect to the project land or Project;
 - e) All approvals, licenses and permits issued by the competent authorities with respect to the project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the

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

- f) 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;
- g) 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 Flat which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- h) The Promoters confirm that they are not restricted in any manner whatsoever from selling the said Flat to the Allottee(s) in the manner contemplated in this Agreement;
- i) At the time of execution of the conveyance deed of the structure to the association of Allottees, the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottees;
- j) 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;
- k) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoters in respect of the project land and/or the Project.

- 31) The Allottee(s) for himself/herself/themselves with intention to bind himself/herself/themselves and all persons into whomsoever hand the said Flat/Shop may come, doth hereby covenant(s) with the Promoters(s) as follows:
- a) To maintain the Flat/shop at the Allottee(s)' own cost in good and tenantable repair and condition from the date that of possession of the Flat/shop is taken and shall not do or suffer to be done anything in or to the building in which the Flat/shop 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 Flat/shop is situated and the Flat/shop itself or any part thereof without the consent of the local authorities, if required.
 - b) Not to store in the Flat/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 Flat/shop 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 Flat/shop is situated, including entrances of the building in which the Flat/shop is situated and in case any damage is caused to the building in which the Flat/shop is situated or the Flat/shop on account of negligence or default of the Allottee(s) in this behalf, the Allottee(s) shall be liable for the consequences of the breach.
 - c) To carry out at his/her/their own cost all internal repairs to the said Flat/shop and maintain the Flat/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 Flat/shop is situated or the Flat/shop which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee(s)

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 Flat/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 Flat/shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/shop is situated and shall keep the portion, sewers, drains and pipes in the Flat/shop 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 Flat/shop 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 Flat/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 Flat/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 Flat/shop in the compound or any portion of the project land and the building in which the Flat/shop is situated.
- g) Pay to the Promoters within 15 (Fifteen) days of demand by the Promoters, 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 Flat/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 Flat/shop 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 Agreement or part with the possession of the Flat/shop until all the dues payable by the Allottee(s) to the Promoters under this Agreement are fully paid up.
- j) The Allottee(s) shall observe and perform all the rules and regulations which the Society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat/shops 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 conditions laid down by the Society/Limited Company regarding the occupancy and use of the Flat/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 Flat/shop is situated is executed in favour of society/limited society, 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 said buildings or any part thereof to view and examine the state and condition thereof.
- l) Not to change the position of the sliding windows provided by the Promoters in the Flat/Shop by the Flat/Shop Allottee(s) and not to change the shape and size of the door frames and French doors and sliding windows section and elevation thereof in the said Flat/Shop.
- m) Not to do or permit to be done any act or things which may render void or violable any insurance of the said property and the said

building or any part thereof or whereby any increased premium become payable in respect of such insurances.

- 32) The Promoters shall maintain a separate account in respect of the sums received by them from the Allottees as advance or deposit, sums received on account of the share capital for the promotion of the co-operative society or limited company or any other legal body to be formed or towards the outgoings, legal charges and shall utilise the amounts only for the purpose for which they have been received.
- 33) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise and/or assignment in law of the said Flat or the said building or any part thereof. The Allottee(s) shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces, recreational spaces will remain the property of the Promoters until the said structure of the building is transferred to the society/limited company or other legal body as hereinbefore mentioned.
- 34) The Promoters shall in respect of any amount unpaid by the Allottee(s) under this Agreement, have a first lien and/or charge on the said Premises agreed to be acquired by the Allottee(s).
- 35) Any delay or indulgence by the Promoters in enforcing the terms of this Agreement or forbearance on their part or giving extensions of time by the Promoters to the Allottee(s) for payment of purchase price in installments or otherwise shall not be construed as a waiver on the part of the Promoters of any breach of this Agreement by the Allottee(s) nor shall the same in any manner prejudice the rights of the Promoters.

- 36) The Allottee(s) shall have no claim save and except in respect of the particular premises hereby agreed to be acquired i.e. to any open spaces etc. which will remain the property of the Promoters until the whole property is transferred to the proposed co-operative society or a limited company or any other legal body as the case may be subject however to such conditions and covenants as the Promoters may impose.
- 37) It is agreed that if one or more of such Flats are not taken/purchased or occupied by any person other than the Promoters at the time the Building is ready for part occupation/occupation, the Promoters will be deemed to be the Owners thereof until such Flats are agreed to be sold by the Promoters. The Allottee(s) shall from date of possession maintain the said Flats at his/her/their own cost in a good and tenantable condition and shall not do or suffer to be done anything to the said building or the said Flats, staircase and common passages which may be against the rules or bye-laws of the concerned authorities or of the Promoters or the co-operative society or limited company or such other legal body as the case may be. No structural/architectural alteration/modification or changes shall be carried out by the Allottee(s) to the Flat. The Allottee(s) shall be responsible for breach of any rules and regulations as aforesaid.
- 38) So long as each Allottee in the said building shall not be separately assessed, the Allottee(s) shall pay proportionate part of the assessments, taxes, cess etc. in respect of the co-operative society or limited company or a legal body as the case may be whose decision shall be final and binding upon the Allottee(s).
- 39) It is expressly agreed and confirmed by the Allottee(s) that the terrace(s) which is/are attached to the respective Flat will be in exclusive possession of the said Allottee(s) of the said Flat and other Allottees will not in any manner object to the Promoters selling the

Flat with an attached terrace(s) with exclusive rights of the said Allottee(s) to use the said terrace(s).

- 40) The Allottee(s) shall maintain at his/her/their own cost the said Flat agreed to be purchased by him/her/them in the same condition, state and order in which it is delivered to him/her/them and shall abide by all bye-laws, rules and regulations of the Government of Maharashtra, M.S.E.D. Co. Ltd. and any other authorities and local bodies and shall attend to, answer and be responsible for all actions and violations of any of the conditions, rules or bye-laws and shall observe and perform all the terms and conditions contained in this Agreement.
- 41) The Allottee(s) hereby agree(s) to pay to the Promoters the Stamp Duty and Registration Charges pertaining to this Agreement and also to bear and pay his/her/their proportionate contribution towards the stamp duty and registration charges that may have to be paid in respect of the Conveyance Deed to be executed by the Promoters in favour of the co-operative society or limited company or any other legal body as may be formed by the Allottees of the premises in the said Building.
- 42) The Allottee(s) shall at no time demand partition of his/her/their interest of their premises in the building. It is being hereby agreed and declared by the parties that the interest in the said building is impartible and it is agreed by the Allottee(s) that the Promoters shall not be liable to execute any document for that purpose in respect of the said premises in favour of the Allottee(s).
- 43) The Allottee(s) undertake(s) to pay increase in taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority or Government or other public authority.

The Allottee(s) agree(s) and confirm(s) that the Promoters shall not be liable to pay any maintenance or common expenses or outgoings in respect of the unsold Flats in the said building. The Promoters shall, however, pay the municipal tax/cess payable to the concerned authority in respect of such unsold Flats. The Allottee(s) further undertake(s) to pay GST which may be imposed by the Government authorities as and when levied.

- 44) The Promoters shall not be bound to carry out any extra additional work for the Allottee(s) without there being a written acceptance by the Promoters to carry out the said additional extra work for the Allottee(s) which again shall be at the sole discretion of the Promoters. If the Promoters have agreed to do any additional extra work for the Allottee(s), the Allottee(s) shall deposit the amount within 7 (Seven) days from the date when the Promoters inform the Allottee(s) the estimated cost for carrying out the said additional extra work. If the Allottee(s) fail(s) to deposit the estimated cost for carrying out the said additional extra work of the Allottee(s) agreed to be carried out by the Promoters, then the Promoters shall not be liable to carry out the additional/extra work in the premises of the Allottee(s).
- 45) The Allottee(s) and the persons to whom the said Flat/Shop is permitted to be transferred with the written consent of the Promoters, shall observe and perform byelaws and/or the rules and regulations of the co-operative society or other organization, as and when registered and the additions, alterations or amendments thereof and shall also observe and carry out the building rules and regulations and the buy-laws for the time being of the municipal council and/or public bodies. The Allottee(s) and persons to whom the said Flat/Shop is allowed to be transferred shall observe and perform all the stipulations and conditions laid down by such co-operative society or other organization, regarding the occupation and use of the said Flat/Shop

and the said property and shall pay and contribute regularly and punctually towards rates, cess, taxes and/or expenses and all other outgoings.

- 46) Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between parties hereto that, the promoters herein have decided to have the name of the project **"SADGURU NAKSHTRA"** and building will be denoted by letters or name **"SADGURU NAKSHTRA"** building numbers in numerical as per sanction plan or as decided by the promoters herein on a building and at the entrances of the scheme. The allottee(s) in the said project/building(s) or proposed organization are not entitled to change the aforesaid project name and remove or alter promoter's name board in any circumstances. The name of the co-operative society or limited company or other legal body to be formed, may bear the same name. The name of the building however shall not be changed under any circumstances. This condition is essential condition of this agreement.
- 47) After the Promoters execute this Agreement for sale, they shall not mortgage or create a charge on the Flat and if any, such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has\have taken or agreed to take such Flat.
- 48) Forwarding this Agreement to the Allottee(s) by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (Thirty) days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Allottee(s) fail(s) to execute and deliver to

the Promoters this Agreement within 30 (Thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Allottee(s), application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

- 49) This Agreement, along with its schedules and annexure, 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 Flat/ building, as the case may be.
- 50) This Agreement may only be amended through written consent of the Parties.
- 51) It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee(s) of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.
- 52) 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.

- 53) Wherever in this Agreement it is stipulated that the Allottee(s) has/ave to make any payment, in common with other Allottees in Project, the same shall be in proportion to the carpet area of the Flat to the total carpet area of all the Flats in the Project.
- 54) Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
- 55) 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 Kalyan 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 Kalyan, Thane.
- 56) The Allottee(s) and/or Promoters shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

57) 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 A.D and notified Email ID at their respective addresses specified below:

ALLOTTEE(S):

Notified Email ID -

PROMOTERS:

M/S. SADGURU DEVELOPERS

Plot No.-13/14, Savita Sadan, Ganesh Nagar, Rameshwadi, Badlapur

(W), Tal.-Ambarnath, Dist.-Thane,

Notified Email ID -

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

- 58) That in case there are Joint Allottees all communications shall be sent by the Promoters to the Allottee(s) whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.
- 59) The charges towards stamp duty and Registration of this Agreement for Sale shall be borne and paid by the Allottee(s) only.

- 60) Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.
- 61) That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts at Kalyan will have the jurisdiction for this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO

The Schedule above referred to

All those pieces and parcels of land bearing (1) Survey No.-120, Hissa No.-4, admeasuring 1-05-0 H.R.P. out of the total area of 1-25-0 H.R.P. (2) Survey No.-120, Hissa No.-4, admeasuring 0-07-0 out of the total area of 1-25-00 H.R.P. & (3) Survey No.-118, Hissa No.-3, admeasuring 0-09-1 H.R.P., aggregating to 1-21-1 H.R.P. equivalent to 12110 Sq. Mts., all situate, lying

and being at Village-Titwala, Tal.-Kalyan, Dist.-Thane and bounded as follows; that is to say:

Survey/Hissa No.-120/4, admeasuring 1-05-0 H.R.P.

On or towards the East by : Kalyan Road
On or towards the West by : Ghodsai Road (Z.P. Road)
On or towards the North by : Construction of Nidhi Project
On or towards the South by : Property of Anant Tulsiram Jadhav

Survey/Hissa No.-120/4, admeasuring 0-07-0 H.R.P.

On or towards the East by : Kalyan Road
On or towards the West by : Ghodsai Road (Z.P. Road)
On or towards the North by : Construction of Nidhi Project
On or towards the South by : Property of Anant Tulsiram Jadhav

Survey/Hissa No.-118/3, admeasuring 0-09-1 H.R.P.

On or towards the East by : Survey No.-120 paiki 04
On or towards the West by : Survey No.-118 paiki 04
On or towards the North by : Survey No.-120
On or towards the South by : Survey No.-120 paiki 04

THE SECOND SCHEDULE ABOVE REFERRED TO

Description of the Flat

All that residential premises bearing Flat number _____ admeasuring _____ Sq. Mts. carpet area on the _____ Floor in _____ Wing of the proposed buildings' project to be known as "**SADGURU NAKSHTRA**" being constructed on (1) Portion of Survey/Hissa No.-120/4 (2) Portion of

Survey/Hissa No.-120/4 & (3) Survey/Hissa No.-118/3, all situate, lying and being at Village-Titwala, Tal.-Kalyan, Dist.-Thane.

THE THIRD SCHEDULE ABOVE REFERRED TO

AMENITIES

STRUCTURE

- Earthquake Resistant RCC Frame Structure

FLOORING

- 24" x 24" Vitrified Flooring in entire flat.
- Anti skid Ceramic Flooring for terraces, dry balcony & toilets.

KITCHEN

- Granite Kitchen Platform with S. S. Sink.
- Designer dodo up to Lintel Level.
- Provision for Exhaust & Water Purifier Point.

DOORS

- Decorative Laminate Finish Main Door & Internal Wooden Doors.
- Marble Door Frame for Wash Room.

WINDOWS

- Powder coated Aluminium Sliding Windows.
- Marble Window Frames.

PAINTING

- Internal Walls with Distemper Paint.
- External Walls with Acrylic Paint.

BATH/WC

- Concealed Plumbing with Chromium-plated fittings.
- Hot & Cold wall mixer in Bathroom.
- Designer dodo for toilets up to Lintel Level.
- Good quality Aluminium Louvers in Bath & WC.

ELECTRICAL

- Concealed Copper Wiring & good quality Switches in all flats.
- Intercom & TV Cable Point in living room.
- AC Point in bedroom.

WATER TANK

- Underground Tank with adequate Storage capacity & Water Supply through Overhead Tank.

TERRACE

- Special Water Proofing Treatment with China Chip.

LIFT

- Elevators of reputed make.

OTHER

- Intercom Facility.

In witness whereof the parties hereto have executed this Agreement on the day, month and year first above written.

SIGNED, SEALED & DELIVERED)
BY THE WITHINNAMED BUILDERS)
M/S. SADGURU DEVELOPERS)
P.A.N. _____)
REPRESENTED BY ITS PARTNER)
_____)

IN THE PRESENCE OF

- 1) _____)
- 2) _____)

SIGNED, SEALED & DELIVERED BY)
THE WITHINNAMED PURCHASERS)

- 1) _____)
P.A.N.- _____)
- 2) _____)
P.A.N.- _____)

IN THE PRESENCE OF

- 1) _____)
- 2) _____)

RECEIPT

Received of and from the withinnamed Purchaser(s) the day and the year
first herein above written the sum of Rs. _____ (Rupees _____
_____ Only)
being part/full payment of the consideration amount against the sale of Flat
No. _____ admeasuring _____ Sq. Mts. carpet area on the _____
Floor in _____ Wing of the building project named 'Sadguru Nakshtra'
being constructed on (1) Portion of Survey/Hissa No.-120/4 (2) Portion of

Survey/Hissa No.-120/4 & (3) Survey/Hissa No.-118/3, all situate, lying and being at Village-Titwala, Tal.-Kalyan, Dist.-Thane, paid by him/her/them to us as per the details mentioned below:

Date	Cheque/ D.D. No.	Drawn on (Bank & Branch)	Amount Rs.
Total (Rupees _____ _____ Only).			

We say received
for M/S. SADGURU DEVELOPERS

(Partner)

WITNESS:

1) _____)

2) _____)