



Siddhitapaswi

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TO,

Date 16/08/17

ALLOTTEE NAME: M/S SIDDHITAPASWI BUILDTECH

ALLOTTEE ADDRESS: _____

SUB : Allotment letter of Apartment no: _____ in our proposed building known as "**SIDDHI BELEZZA**" being constructed on the plot No. 13, Sector no 35D , Ove , Kharghar, Taluka Panvel District Raigad, Navi Mumbai.

Dear Sir/Madam,

We thank you for your application dated _____ addressed to **M/S SIDDHITAPASWI BUILDTECH** and for the payments required for the purpose of allotment of your chosen apartment no mentioned above . It is indeed our pleasure to inform you that the apartment booked by you via the aforementioned application form and provisionally allotted to you is now being finalized subject to the terms and conditions stated hereunder.

The details of the applicant and the apartment allotted thereto are as under:

Name of allottee	
Address of allottee	
Email ID of allottee	
Aadhar no of allottee	
Pan no of allottee	
Name of building	
Floor	
Apartment no	
Carpet area	
Enclosed balcony area	
Built up area	
No of car parking allotted	
Consideration value	

1) This is to confirm and record that we have agreed to sell and you have agreed to purchase a Flat in our proposed Project known as "**SIDDHIBELEZZA**", a Flat bearing No. _____ on _____ floor, admeasuring Carpet area of _____ Sq. Mts and Enclosed Balcony area _____ Sq.Mt. cupboard area _____ sq.mt. & Built up area _____ sq. Mts including structural elements, of the Building, as per proposed plan situated at plot No.

For M/s. SIDDHITAPASWI BUILDTECH

Sanika A. Gupta 
Partner / Authorised Signatory



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13, Sector no 35D , Ove , Kharghar, Taluka Panvel District Raigad, Navi Mumbai, 16/08/17 ,
for a lumpsum price Rs. _____ /-(Rupees _____ only.)

2) We are seized and possessed of or otherwise well and sufficiently entitled to the development rights in respect of the above plots of land. We have assured you that the title to the above mentioned plots of land and of the Building being constructed thereon by us is marketable and free from all encumbrances, claims and demands and we are entitled to deal with and dispose of 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.

3) We further inform you that the said premises is to have the benefit of and is to be subject to certain rights and covenants as per details set out in the draft of the Agreement for sale hereto, to be executed by and between us in respect of captioned premises and which shall be binding upon you. After detailed discussion and verifying all title documents of the project and after understanding all clauses in the draft agreement and payment schedule as per THE REAL ESTATE REGULATION AND DEVELOPMENT ACT, 2016 AND RULES 2017 OF MAHARASHTRA . you have requested us to finalise your choice of premises and accordingly we have agreed to note your request for one premises of Hall, Kitchen, bed room wc, bath etc. with intent to allot by us to you, for a total consideration of Rs. _____ /- (_____ only), of which 10% amount that is Rs. _____ /- (Rupees _____ only) is paid heretofore by you to us and details are as follows.

sr	Bank and Branch	Ch.No.	Dated	Amount
(1)				RS. _____ /-

and Full payment payable payment contained in the agreement hereto. The terms and conditions of the Model Agreement hereto shall apply and/or deem to apply (with appropriate modifications consistent with the terms and conditions in this letter of intent as may be deemed upon you selecting the choice of premises and the agreement for sale/purchase in the matter becoming or deem to become operative as hereinafter contained. Upon selection of the premises by you and confirmation thereof by us, an Agreement for Sale. in respect of the said premises shall become operative and be formally executed between us.

4) This is to place on record that we have today handed over to you printed draft agreement for sale in triplicate duly engrossed proposed to be executed between us and you for the purpose of getting the said agreement stamped according to the Bombay Stamp Act, 1958. You are requested to pay the State Government required stamp duty as per Law and call on us in our office for its execution at an early date. You are further requested, upon getting the agreement duly stamped and executed between us and you, to present to the Sub Registrar of Assurances the same for the purpose of registration as required by REAL ESTATE REGULATION AND DEVELOPMENT ACT 2016 (as applicable to Maharashtra) at your earliest and inform us confirming the same having presented to the Sub Registrar of Assurances for the purpose of

For M/s. SIDDHITAPASWI BUILDTECH

Sumit A. Sufar *Wadhwa*

Partner / Authorised Signatory



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registration so as to enable us to admit the execution of the same before SubRegistrar of 16/08/17.
Assurances at our end.

5) 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.

6) 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. and this letter of intent to allot the flat is subject to the loan sanctioned letter for housing loan from any bank or finance institution. Kindly confirm the above by endorsing your signature/s at the foot of the duplicate hereof.

7) Upon issuance of this Letter of Allotment, the Allottee shall be liable to pay the aforesaid Consideration Value and the Society and Other Charges as specified in agreement for sale hereto together with the applicable government taxes and levies.

8) The Allottee shall, in relation to the Unit, make all payments to the promoter from his own bank account only and not from and through the bank accounts of any third parties. The Allottee alone shall be responsible and liable in relation to the payments made by any third parties. Notwithstanding the aforesaid, the receipts for the payments made in relation to the Unit shall be issued in favour of the Allottee only.

9) The unit(s) cannot be let, sublet, re-sold or transferred to any third party by the Allottee till all amounts in relation to the Unit have been received by the promoter and the Allottee has taken possession of the Unit.

10) This Letter of Allotment shall be governed and interpreted by and constructed in accordance with the laws of India. The Courts at Mumbai alone shall have exclusive jurisdiction over all matters arising out of or relating to this Letter of Allotment. Any dispute shall be settled by a sole arbitrator appointed by the promoter and the arbitration shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

Our Customer Relationship Management team can be contacted for any queries or assistance on the following coordinates: Direct line: +91 22 _____ Email: siddhitapaswibuildtech13@gmail.com We would like to take this opportunity to thank you for the trust that you have reposed in our company, and assure you of your best services at all times. Thanking you.

M/S SIDDHITAPASWI BUILDTECH

For M/s. SIDDHITAPASWI BUILDTECH

Sumit A. Gupta *[Signature]*

Partner / Authorised Signatory

Annexure 'A'
Agreement for sale be between Promoter and Allottee(s)

This Agreement made at.....this.....day of..... in the year Two Thousand and..... between **M/S. INDIAPRIDE INFRA SPACES, (PAN: AADFI2074D)**, .having address at 402, A-wing, Shiv Chamber, Plot No.-21, Sector No.-11, C.B.D.-Belpaur, Navi Mumbai, Tal. & Dist. Thane-400614, hereinafter referred to as the **"PROMOTER"** of the One Part and (.....) having address athereinafter referred to as **"THEALLOTTEE"**(.....) of the Other Part.

WHEREAS by an Agreement datedday of.....20..... and executed between **M/S. INDIAPRIDE INFRA SPACES, (PAN: AADFI2074D)**, of the One Part (hereinafter referred to as " the Vendor") and the Promoter of the Other Part, the Vendor agreed with the Promoter for the absolute sale to the Promoter/sold absolutely to the Promoter an immovable property being piece or parcel of freehold Apartment no _____ on the _____ floor in the said building named as **" SPARSH" being constructed on the plot No. 7,8,9,survey no 384 Village Neral,Taluka Karjat District Raigad , lying and being survey no. at 388 in the Registration sub-District of Raigad admeasuring 1201.00 sq. mts. or thereabouts more particularly described in the First**

Schedule hereunder written (hereinafter referred to as “the project land”). and to construct thereon building/s in accordance with the terms and conditions contained in the Development Agreement/Power of Attorney;

OR

And whereas by virtue of the aforesaid Agreements, the Promoter have sole and exclusive right to alienate, sell and/or dispose off the Apartments, Shops units and premises of the proposed building(s) to be constructed on the said plot of land and to enter into Agreement(s) with the Allottee(s) of the said Apartments, Shops units and premises therein and receive the sale price in respect thereof; AND WHEREAS M/S. INDIAPRIDE INFRA SPACES a Partnership Firm through their Partners respectively 1) Smt. Nisha Rajesh Gawde 2) Smt. Sunita Ajay Gupta 3) Smt. Vinita Ujjwalkumar Sinha 4) Smt. Babita Mainsingh Changotra 5) Smt. Bharati Ramvir Pratap 6) Smt. Archana Dinesh Rai 7) Shri. Dinesh Jamuna Rai 8) Shri. Rajesh Mangaldas Palan 9) Shri. Suresh Satpal Changotra are the present owners have of seized and possessed plot of land bearing Survey No. 384 Plot No. 7,8,9 by way of Sale Deeds AND WHEREAS M/S. INDIAPRIDE INFRA SPACES a Partnership Firm through their Partners respectively 1) Nisha Rajesh Gavde 2) Bharti Ramveer Pratap the present owner have of seized and possessed plot of land bearing Survey No. 384 **Plot No. 7** by way of Sale Deed. The said sale deed executed between the Present Owner and the Vendor – Smt. Daksha Mukesh Sheth on 25th April, 2011 The said Sale Deed has registered at office of Sub-Registrar Karjat bearing Registration No. 3999/2011 dated 2/5/2011. Accordingly the Mutation Entry has come into existence on 13/6/2011 bearing Mutation Entry No. 5229 which is duly signed and sealed by the competent authority.

AND WHEREAS M/S. INDIAPRIDE INFRA SPACES a Partnership Firm through their Partners respectively 1) Nisha Rajesh Gavde 2) Bharti Ramveer Pratap the present owner have of seized and possessed plot of land bearing Survey No. 384 Plot No. 8 and 9 by way of Sale Deed. The said sale deed executed between the Present Owner and the Vendor – Shri. Prakash Rangnath Kadav on 14th January, 2013 The said Sale Deed has registered at office of Sub-Registrar Karjat bearing Registration No. 314/2013 dated 15/1/2013. Accordingly the Mutation Entry has come into existence on 15/07/2013 bearing Mutation Entry No. 5548 which is duly signed and sealed by the competent authority.

Accordingly M/S. INDIAPRIDE INFRA SPACES a Partnership Firm through their Partners respectively 1) Smt. Nisha Rajesh Gavde 2) Smt. Bharti Ramveer Pratap is owner of above mentioned plots of lands and otherwise well and sufficiently entitled to deal with or dispose by way of develop, sale or transfer the property more particularly

described in the SECOND SCHEDULE hereunder written and hereinafter referred to as the SAID PLOTS.

The then owner Mr. Madhukar Shankar Kalekar has got the permission for Non Agriculture Land from the Tahsildar Karjat bearing order No. LNA/S.R./64/87 of November 87. The old Survey No. of said plots is Survey No. 66/2. And New Survey no 384.

AND WHEREAS the builders have proposed to construct a multistoried building on the said property of Stilt and three upper floors (hereinafter referred to as “The Said Building”). Accordingly the owner has also got plan for development sanctioned from The Raigad Zilla Parishad, Alibag vide Outward No. Raigad Zilla parishad /Grampanchayat/ Neral Sankul Vikas Pradhikaran /615/2015. Dated 03/08/2015 and also the construction permission from the Grampanchayat Neral dated. 09/07/2015 bearing Outward No. 636. The Circle Officer, Neral has ganted the certificate of boundaries for the said plots in favour of the builders, which is known as “Seemankan Dhakhala” bearing outward number 481/2014 dated 25/3/2014.

And whereas the Builders propose to construct the Residential building as per the plans sanctioned and the development permission granted by sahayak sanchalak town planning department raigad. Alibag vide letter no : Sahayak Sanchalak Nagar Rachna /Raigad – Alibag/Bandkam Parwangi/ Mauje Neral/Taluka karjat/Survey no 384. Plot no 7,8,9/1504 dated 18/06/2015.including such additions, modifications, revisions, alterations therein, if any, from time to time as may be approved by the Planning Authorities;

AND WHEREAS while sanctioning the said plan sanctioned by Zilla Parishad Raigad has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Builders while developing the said land and the said building and upon due observance and performance of which only the completion and occupation certificate in respect of the said building/s shall be granted by the Grampanchayat Neral.

AND WHEREAS the Promoters has declare that there are no covenants affecting the said property. There are no impediments attached to the said property. There is no illegal encroachment on the said property. The property is not mortgaged or lien also property does not have any charge on it. AND WHEREAS the Promoters are entitled and enjoined

upon to construct building on the project land in accordance with the recitals hereinabove.

AND WHEREAS the PROMOTER is in possession of the project land AND WHEREAS the Promoter has proposed to construct on the project land only one building having stilt upper three floors with 42 residential units

AND WHEREAS the Allottee is offered an Apartment bearing number _____ on the _____ floor, in the building named as “ **SPARSH**” **being constructed on the plot No. 7,8,9,survey no 384 Village Neral,Taluka Karjat District Raigad , lying and being survey no. at 388 in the Registration sub-District of Raigad** first phase of the said project, by the Promoter

AND WHEREAS the Promoter has 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 Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority; authenticated copy is attached in Annexure ‘F’;

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

AND WHEREAS Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

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

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the

Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

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

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

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

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

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

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

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No. on floor in the building named as “ **SPARSH**” being **constructed on the plot No. 7,8,9, survey no 384 Village Neral, Taluka Karjat District Raigad , lying and being survey no. at 388 in the Registration sub-District of Raigad** in the first phase of the said Project,

AND WHEREAS the carpet area of the said Apartment is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive enclosed balcony AREA _____ sq.mt. appurtenant to the said Apartment for exclusive use of the Allottee or

verandah area and exclusive open terrace area_____SQ.MT. appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs..... (Rupees.....) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advancepayment or Application Fee and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no. _____

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact thesepresents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment No. onfloor in the building named as “ MANGALYA”situated on the plot No. 13,survey no 29 hissa no 1A, Village Bopele,Taluka Karjat District Raigad

NOW THEREFOR, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREEDBY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Promoter shall construct the said building/s consisting of Stilt upper three floors on the project land inaccordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. of the type of

carpet area admeasuring sq. metres and Enclosed Balcony area_____sq.mt. and Terrace Area_____sq.mt. on floor in the building _____/wing ") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. including Rs. being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee PARKING Nos ____ situated at _____ stilt and / being constructed in the layout for the consideration of Rs. _____/-

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs(Rupees.....) in the following manner :-

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

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

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

iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

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

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

vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as maybe prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

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

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ 5% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rates specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments

shall be made at the same rate persquare meter as agreed in Clause 1(a) of this Agreement.

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

Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

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

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is square meters only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the

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

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

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

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

6. The Promoter shall give possession of the Apartment to the Allottee on or before..... day of20____. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -

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

7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy:

7.3 Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

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

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence for carrying on any industry or business. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

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

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

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

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and 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. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly

contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

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

- (i) Rs. for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Rs. for formation and registration of the Society or Limited Company/Federation/ Apex body.
- (iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
- (iv) Rs.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 Station provided in Layout

11. The Allottee shall pay to the Promoter a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

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

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

- i. The Promoter has clear and marketable title with respect to the project land; as Declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said apartments to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structures to the Association of the Allottees;

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

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

14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

i. To maintain the Apartment at the Allottee's own cost in good and tenable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment 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 Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Apartment 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 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 Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment 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 committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the

concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Apartment 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 or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment 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 Apartment 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 Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

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

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

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

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

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

x. The Allottee 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 Apartments 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 shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

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

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

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

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the *[Apartment/] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/plot].

18. BINDING EFFECT

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

19. ENTIRE AGREEMENT

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

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

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

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to

conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the [Apartments/Plots] in the Project.

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at .

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

27. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D **and** notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee

(Allottee's Address)

Notified Email ID:_____

M/s Promoter name:

M/S. INDIAPRIDE INFRA SPACES, (PAN: AADFI2074D), .having address at **402, A-wing, Shiv Chamber, Plot No.-21, Sector No.-11, C.B.D.-Belpaur, Navi Mumbai, Tal. & Dist. Thane-400614,**

Email ID: indiaprider789@ gmail .com

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

28. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

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

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

31. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the _____ courts will have the jurisdiction for this Agreement IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at (neral) in the presence of attesting witness, signing as such on the day first above written.

32)The Promoter 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 premises to the Allottee(s), obtain from the concerned local authority Occupation and/or Completion Certificates in respect of the said Apartment.

33)The Allottee(s) shall use the apartment or any part thereof or permit the same to be used for the purpose of the residence he/she/they shall use the garage or parking space only for the purpose of for keeping or parking the Apartment Allottee's own vehicle.

34)The Allottee(s) along with other Allottee(s) of Apartment in the building shall join in forming and registering the Society or a Limited Company to be known by such name as the Promoter may decide for this purpose from time to time, to sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the society 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 Promoter within 30 (Thirty) days of the same being forwarded by the Promoter to the Allottee(s), so as to enable the Promoter to register the organization of the Apartment Allottee(s) under 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 Article 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.

35) The above purchase price does not include the following charges:

a) Stamp duty, registration and other legal charges payable to the concerned authorities.

b)GST that shall be levied or become livable by Government Authorities and also such other charges, escalations imposed by Local authorities or any other Government Authorities.

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 Promoter 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 Promoter may impose.

37) The Allottee(s) shall initially deposit with the Promoter before taking possession of the said Premises a sum of **Rs.10,000/-(Rupees Ten thousand only)** towards the

aforesaid maintainance charges for a period of 12 (Twelve) months in advance. The said sum shall not carry interest and will remain with the Promoter until the transfer/lease is executed in favour of a co-operative society, limited company or legal body as aforesaid and on such transfer/ lease being executed, the balance of the amount of deposit shall be paid over to the co-operative society, the limited company or legal body as the case may be. The Allottee(s) shall also keep deposited with the Promoter at the time of taking possession a sum of **Rs.2000/- (Rupees Two thousand Only)** as the share money and membership fee.

38)The Allottee(s) shall not at any time demolish or cause to be demolished the said Premises or any part thereof agreed to be taken by him/her/them nor shall he/she/they at any time make or cause to be made any additions and/or alterations of whatsoever nature to the said Premises. The Allottee(s) shall not permit the closing of verandah or lounges or balconies or terrace or make any alteration in the elevation and outside colour scheme of the Apartment/Shop to be acquired by him/her/them.

39) The Allottee(s) shall not store in the said Premises any goods of hazardous or combustible nature or which tend to effect the construction or the structure of the said building or cause damage to the occupants of the building

40) The said building shall always be known as '**SPARSH**'. 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.

41) The Allottee(s) shall be bound from time to time to sign all papers and documents with regard to the formation of the co-operative society or limited company and/or legal body and to do all the other things as the Promoter may require him/her/them to do from time to time for safeguarding the interest of the Promoter and of other Allottee(s) of the other Premises in the said building. Failure to comply with the provisions of this Clause will render this Agreement ipso facto null and void.

42) When the co-operative society or a limited company and/or legal body is registered or incorporated and all the dues paid in full, the Promoter shall co-operate in executing the necessary Assignments/Transfers in favour of such co-operative society, limited company or legal body. The stamp duty, registration fee and legal charges shall be borne and paid by the Allottee(s) proportionately.

43) The Promoter's Advocate shall prepare and/or approve the documents to be executed in pursuance of this Agreement and also bye-Laws of the co-operative society or the Memorandum and Articles of Association of the limited company or of the legal body in connection with the formation and registration of the co-operative society or incorporation for the limited company or legal body.

44) It is expressly agreed and confirmed by the Allottee(s) that the terraces which are attached to the respective Apartment will be in exclusive possession of the said Allottee(s) of the said Apartment and other Allottee(s) will not in any manner object to the Promoter selling the Apartment/Shop with an attached terrace with exclusive rights of the said Allottee(s) to use the said terraces.

45) The Allottee(s) shall maintain at his/her/their own cost the said Apartment 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., Corporation, Grampanchayat and any other Government 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.

46) All notices to be served on the Allottee(s) as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) by Registered Post or under Certificate of Posting at his/her/their address specified:

First Schedule Above Referred to

All that piece and parcel of land bearing Survey No. 384. Plot number 7, 8 and 9 Scheme situated in Village-Neral, Tal.- Karjat, Dist.-Raigad, admeasuring 1201.00 Sq. Mts. or thereabout bounded as follows; i.e. to say:

On or towards the North by : 6.00MT WIDE ROAD .

On or towards the South by : SURVEY NO: 388

On or towards the East by : PLOT NO 10 OF SURVEY NO: 384

On or towards the West by : Survey no: 65

SECOND SCHEDULE (AMENITIES)

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1)_____

Pan no :_____

(2)_____

Pan no :_____

in the presence of WITNESSES:

1. Name_____ signature_____

2. Name_____ signature_____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1)_____

Pan no :_____

(2)_____

Pan no :_____

At _____on_____

in the presence of WITNESSES:

1. Name_____ signature_____

2. Name_____ signature_____

At _____on_____

SCHEDULE 'A'

PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND THE GARAGE/CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE 'B'

FLOOR PLAN OF THE APARTMENT

ANNEXURE – A

Name of the Attorney at Law/Advocate,
Address :
Date :

Title Report
Details of the Title Report

ANNEXURE –B

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Promoter to the project land).

ANNEXURE –C-1

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE - C-2

(Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE –D

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE – E

‘SPARSH’, Plot No.-7,8,9, Survey no 384 Neral, Tal.-Karjat, Dist.-Raigad.

WALLS

- External Wall to be 6” thick brick work with 2 coats of Sand Face Plaster.
- Internal Partition Walls to be 4” Brick Work with Gypsum Finish .

FLOORING

- 2” X 2” Flooring in all Rooms.
- Antiskid Flooring in Bathroom, W.C. & Terrace.

DOORS

- The Main Door will be Flush Door with Decorative Laminate Sheet Fitting having Door Bell, Door Eye, beautiful Brass Handle.

KITCHEN

- Granite Platform with S.S. Sink and Dado Tiles up to 2” Ft. Height.

WINDOWS:

Aluminium Powder Coating Sliding Windows.

ELECTRIFICATION

- All Electric Points of Concealed Copper Wiring with Good quality Switches.
- Ample Light Points in Parking Area.

PLUMBING

- Concealed Plumbing Work, reputed make Bathroom Fittings.

PAINTINGS

- Acrylic Paint for the External Face of the Building.
- Plastic Emulsion Paint for the Internal Fact of the Apartments.

BATHROOM & W.C.

- Glazed Tiles in Bath & W.C. up to 6’Ft. Height with Modern Concepts.

WATER SOURCE

- Provision of Separate Overhead and Underground Drinking Water Tank with adequate capacity in the building .

ANNEXURE –F

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

R E C E I P T

Received of and from the within named Allottee(s) the day and the year first herein above written the sum of **Rs.**_____/-(**Rupees** _____ **only**)
being part/full payment of the consideration as per the following details:

Date	Cheque No.	Drawn on (Bank & Branch)	Amount
			RS. _____/-

**WE SAY RECEIVED
FOR M/S. INDIAPRIDE INFRA SPACES**

(PARTNERS)

WITNESS:

IN THE PRESENCE OF

1) _____)

2) _____)

