

development rights of the said entire property as described in the First Schedule hereunder written however due to the certain reservations and / or set backs the area of the land to be handed over and conveyed to the Apex body or federation or cooperative housing society and / or the corporate body as per the provisions of the RERA ACT will not be equivalent to the area of construction availed in the said buildings constructed and proposed to be constructed on the said property.

- ix) the Promoters have also brought to the knowledge of the Allottee/s that the land underneath the said project building on which the building is constructed forms an integral part of the entire scheme of construction of the said property described in the First schedule and accordingly the Promoters and the Allottee/s herein shall have the rights and interest and benefits of the common open spaces, internal road and access as well as infrastructural facilities of the entire scheme of construction on the said property described in the First schedule along with the other Allottees / Flat Purchasers of the building in the said scheme of construction and accordingly the Allottee/s shall cooperate and extend their sincere participation as well as the contribution of funds for maintenance and other outgoings of the said infrastructural facilities on the said scheme of construction as per the directions and discretion of the Promoters herein.

39. The Promoters have brought to the knowledge of the Allottee/s herein that the club house and other common facilities and amenities in the said construction scheme "SRUSHTI RESIDENCY" will be handed over to the Apex Body or Federation or Holding company to be formed and registered in the manner and as mentioned under this Agreement on completion of the

entire construction sanctioned scheme of buildings, formation of the society and at the time of execution of the conveyance of the inseparable and undivided land underneath all buildings and the Said Property in favour of apex society, and the same shall be vested in favour of the Apex Body or Federation absolutely and forever. The Allottee/s is/are aware of the same and has granted his/their express and irrevocable consent for the same. The Allottee/s herein agree and assure to pay the corpus fund in advance as and when demanded by the Promoters irrespective of the completion of the above club house and amenities and facilities in the scheme of construction and same will not be withhold by the Allottee/s on any reason whatsoever.

40. 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 fails 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.

41. 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 Flat / Shop as the case may be.

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

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

44. 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.

45. Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s in the Said Project, the same shall be in proportion to the carpet area of the Said Flat / Shop to the total carpet area of all the residential Flats / Shops in the Said Project.

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

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

48. The Allottee/s and/or Promoters shall present this Agreement as well as the Deed of 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.

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

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

51. That in case there are Joint Allottee/s 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 Allottee/s.

52. The charges towards stamp duty and Registration of this Agreement as well as statutory government, Semi-Government taxes and levies, service tax, goods and service tax, value added tax and all other direct and indirect taxes shall be borne by the Allottee/s alone.

53. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

54. 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 Civil Courts will have the jurisdiction for this Agreement.

THE FIRST SCHEDULE OF THE PROPERTY

All that piece and parcel of land lying, being and situated at Revenue Village Kanchangaon & Chole bearing i) Old Survey No. 127, New Survey No. 69, Hissa No. 2/1, admeasuring about 0 Hector, 99 Are and 1 Prati equivalent to 9910 Sq. Meters and ii) Old Survey No. 242A, New Survey No. 28, Hissa No. 3/1, admeasuring about 27 Are-0 Prati, equivalent to 2700 Sq. Meters, totally admeasuring about 1 Hector -26 Are -1 Parti, equivalent to 12610 Sq. Meters, Tal. Kalyan, Dist. Thane, within the local limits of Kalyan Dombivali Municipal Corporation, Taluka and Sub-Registration District Kalyan Dombivali, District and Registration District Thane and bounded as follows:

On or towards East : Survey No. 127, Hissa No. 2/2.

On or towards West : Survey No. 70, 71.

On or towards North : Survey No. 69, Hissa No 1 / 2.

On or towards South : Survey No. 72.

THE SECOND SCHEDULE OF THE PROPERTY

ALL THAT THE PIECE AND PARCEL OF self-contained **RESIDENTIAL FLAT / COMMERCIAL SHOP** No., on Floor, admeasuring Sq. Fts. Carpet Area excluding Open Terrace admeasuring _____ sq.ft. And Balcony admeasuring _____ sq.ft. (proposed to be enclosed as per KDMC rules) (As per the Floor Plan annexed hereto) in the Said Project, **Building Number. "D-TYPE", D2-Wing**, in the Complex of the Buildings known as **"SRUSHTI RESIDENCY" (BUILDING NO. D-TYPE, D2-Wing, SRUSHTI RESIDENCY AS SHOWN IN THE SANCTIONED PLAN)** being constructed on all the pieces and parcel of Non-Agricultural land property lying, being and situated at Revenue Village Kanchangaon & Chole bearing i) Old Survey No. 127, New Survey No. 69, Hissa No. 2/1, admeasuring about 0 Hector, 99 Are and 1 Prati equivalent to 9910 Sq. Meters and ii) Old Survey No. 242A, New Survey No. 28, Hissa No. 3/1, admeasuring about 27 Are – 0 Prati, equivalent to 2700 Sq. Meters, totally admeasuring about 1 Hector – 26 Are – 1 Prati, equivalent to 12610 Sq. Meters, Tal. Kalyan, Dist. Thane, within the local limits of Kalyan Dombivali Municipal Corporation, Taluka and Sub-Registration District Kalyan Dombivali, District and Registration District Thane and bounded as follows:

On or towards East : Survey No. 127, Hissa No. 2/2.

On or towards West : Survey No. 70, 71.

On or towards North : Survey No. 69, Hissa No 1 / 2.

On or towards South : Survey No. 72.

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

SIGNED SEALED AND DELIVERED :

SIGNED SEALED AND DELIVERED :

By the within named..... :

PROMOTERS / BUILDERS :

M/S. KULSWAMINI BUILDERS :

Through its **AUTHORISED PARTNER** :

SHRI. _____ :

SIGNED AND DELIVERED :

By the within named,..... :

THE ALLOTTEE/S :

Mr. _____ :

Mrs. _____ :

In the presence of :

1. _____ :

2. _____ :

LIST OF AMENITIES

Sr. No.	Particulars	Nature of Amenity
1	STRUCTURE	R.C.C. Structure with external and internal brick walls with Neeru plaster from inside and double coat plaster with cement paints from outside.
2	FLOORING	Porsilano/Vetrified Tiles in living and passage bedroom and kitchen
3	KITCHEN PLATFORM	Granite top cooking platform with steel sink
4	TOILET TILES	Full tiles on walls in Toilets
5	KITCHEN TILES	Glazed tiles Dado up to beam level in Kitchen above Platform.
6	PLUMBING	Concealed type plumbing, Indian W. C. Pan, Wash Basin, Shower and C. P. Taps etc.
7	ELECTRIC WIRING	Concealed electric cooper wiring with adequate electric points for lights, fans and bell.
8	WATER TANKS	Under Ground and overhead tanks with electric water pump.
9	MAIN DOORS	Factory made internal Flush doors.
10	WINDOWS	Powder Coated aluminum sliding windows
11	COLOUR PAINTS	Distemper colour on internal walls and Cement Paint on external walls.
12	WATER	K. D. M. C. connection for the building
13	LIFT	Lift from any standard company

