

SHREE SAI BUILDERS & DEVELOPERS

Head Office :

Shop No.4, Plot No.19, Near Ambarnath station (East) -421 501, Dist - Thane.

Phone : 74482 49 183 / 74482 15 793 Email : shreesaibuilders2@gmail.com

Date :

PROVISIONAL ALLOTMENT LETTER

Name :

Address :

PAN :

SUB : Provisional Allotment of Flat No. _____ admeasuring _____ sq.ft. Carpet approximately equivalent to _____ sq.mtr. on _____ floor in _____ Wing In the Project known as "NILOY" located at Survey No. 82 Part, Hissa No. 4, City Survey No. 4378, Village : Ambarnath, Kansai Section, Bhidewadi, Taluka: Ambarnath, Dist. Thane, Maharashtra.

Area :

Flat No. :

Total Amount :

Dear Sir,

1. With reference to your provisional allotment of the said Flat and upon your Handing over to us a cheque of Rs. _____ vide cheque No. _____ dated _____, drawn on _____ Bank, as advance payment, we acknowledge the receipt of the same.
2. It is agreed and understood that the allotment of the flat is only provisional.
3. You have also agreed and confirmed that you shall execute a written Agreement for Sale in respect of the said flat, subject to making payment of ten percent of the total value of the said flat (plus applicable VAT, Service Tax, Stamp Duty, Registration Fee, LBT, GST, or any other Government levy as may be levied from time to time).
4. You are aware that we are entitled to develop and construct Residential / Commercial Complex as per the prevailing D C Regulation of Ambarnath Municipal Council for project "NILOY "
5. We also explained to you the phase wise development of the said property as and when permission would be available to us. We have also explained to you that the layout of the said property is subject to final approval from concerned authorities with due respect to Real Estate Regulation Act 2016.
6. The Total Consideration for the flat is Rs. _____. You hereby confirm the following schedule of the payment and will make the payment accordingly in time. Time being essence of payment, in case of any failure on your part to make payment as per the schedule given here in below we have a right to charge interest @ SBI MCLR plus 2% per annum on the due amount, till the date of actual payment from due date of payment together with interest thereon.



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- i. Amount of Rs./- (.....) (not exceeding 10% of the total consideration) to be paid to the Promoter on or before the execution of Agreement.
- ii. Amount of Rs./- (.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.
- iii. 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 Flat/Apartment is located in the following manner:-
 - (a) On Excavation - 5%
 - (b) On footing of Pillars @ Beams - 5%
 - (c) On Completion of Plinth work - 5%
- iv. Amount of Rs./- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter in the following manner:-
 - (a) 1st to 5th Slab - 3% per slab
 - (b) 6th to 9th Slab - 2.5% per slab
- v. 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 Flat /Apartment.
- vi. Amount of Rs./- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat/Apartment.
- vii. Amount of Rs./- (.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plaster, elevation, terraces with waterproofing of the building or wing in which the said flat/apartment is located.
- viii. 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 may be prescribed in the Agreement of sale of the building or wing in which the said flat/apartment is located.
- ix. Balance amount of Rs./- (.....) against and at the time of handing over of the possession of the Flat/Apartment to the Purchasers/Allottees on or after receipt of occupancy certificate or completion certificate.

Note-1:

The total above excludes Cost mentioned in clause No.9 & 10 below and 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 Flat/Apartment.

Note-2:

Without prejudice to the right of promoter to charge interest in terms of sub clause 6 above, on the Purchasers/Allottee committing default in payment on due date of any amount due and payable by the Purchasers/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 Purchasers/Allottee Committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this agreement.

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7. You have inspected the Approved plans and the Title documents of the Land; however we are entitled to modify the plans as required by AMC subject to fulfillment of real Estate Regulation Act, 2017.
8. You also confirm that until the time of the agreement is executed, you shall not have any right, title interest in respect of the said flat and amount paid shall remain with us as non-interest bearing deposit.
9. You hereby also agree and confirm that sum of Rs. is payable over and above the cost of the flat towards maintenance charges for 24 months which shall be paid by you at the time of possession plus service tax applicable at the time of possession, the maintenance will be applicable from the date of O/C certificate or possession for furniture work whichever is earlier.
10. You have agreed and confirmed that Sum of Rs. is payable by you over and above the cost of the said flat towards Development Charges, Society Formation, Water, Electricity & legal fees, etc. which shall be paid as and when demand is made by us on that behalf and the said amount is non refundable.
11. The transaction covered by this agreement is understood to be a sale liable under the Value Added Tax (VAT), Service Tax, or Goods and Service Tax (GST) as per the existing regulations. The VAT, Service Tax and GST or any other tax that is liable to be paid or may become liable to be paid in future under any statute Central to State shall be payable by the purchasers.
12. Extra Work will be allowed only with the prior approval of Management at extra cost as may be fixed from management from time to time. Kindly note that Alteration of the Windows, Grills, External Elevation, and façade is strictly not allowed.
13. You are requested to sign in confirmation of accepting the terms as mentioned hereinabove by subscribing your signature on this letter and copy of this letter.
14. The carpet area shall include the door jams and RCC columns offset, however the actual carpet area on site shall differ coz of skirting, POP, Tiling, Plaster and you shall not object to such difference or be entitled to any remuneration for such difference in carpet area.

Thanking you,

For M/s. Shree Sai Builders & Developers



Authorised Signatory

I/We agree & confirm the same

(Name of the Customer)



Village. : **AMBARNATH**
Flat Carpet Area : _____ **Sq. Mtrs.**
Actual Value Rs : **Rs _____/-**
Market Value : **Rs _____/-**
Stamp Duty : **Rs _____/-**

AGREEMENT FOR SALE OF FLAT

THIS ARTICLE OF AGREEMENT made, entered, and executed on this _____ day of _____ 2017 at, Ambarnath, Taluka Ambarnath, Dist- Thane.

BY AND BETWEEN

M/S. SHREE SAI BUILDERS & DEVELOPERS through its Partner **Mr. Gyandhar P. Mishra**, Adult, aged about 37 years, having office at: Shop No. 4, Plot No. 19, Near Ambarnath Station, Opp. Hotel Shibu Palace, Ambarnath (East), Taluka Ambarnath, Dist Thane., herein after called and referred to as '**THE DEVELOPERS / BUILDERS**' (which expression shall unless repugnant to the context or meaning thereof means and includes the Partners and all its members, executors, administrators and assigns) OF THE FIRST PART

AND

1) SHRI _____ Age _____ Years, Indian, Inhabitant, Occupation _____, Pan No----- and
2) MRS _____ Age _____ Years, Indian, Inhabitant, Occupation _____, PanNo -----residing at _____, herein after called as " **THE PURCHASERS** " (which expression shall unless repugnant to the context or meaning thereof means and includes his/ her heirs , executors, administrators and assigns) of **THE SECOND PART**.

AND WHEREAS

1. WHEREAS by an agreement dated 5th day of December 2015 AND power of Attorney dated 5th day of December 2015 executed between Niloy

Cooperative Housing Society Ltd., Ambarnath (hereinafter referred to as “the Original Owner”) of the one part and **M/S. SHREE SAI BUILDERS & DEVELOPERS** a partnership firm through its partner **Mr.Gyandhar P. Mishra**, the Promoter of the Other Part (hereinafter referred to as “the Developer”), the Original owner granted to the promoter development rights to all that piece and parcel of property known and described as Existing Building “Niloy Co-operative Housing Society Ltd.”, being very much old, poorly maintained and in dilapidated condition, being Ground + three floor and situated on the non-agricultural land, lying, being and situated at Mauje Ambarnath, Bhidewadi, Kansai Section, Ambarnath Tal. Ambarnath, Dist. Thane, bearing Survey No. 82, part bearing City Survey No. 4378, and within the Registration District Thane, Registration Sub-District Ulhasnagar-3, within the limits of the Ambarnath Municipal Council, (Hereinafter called and referred to as the “Said Property”), and more particularly described in the schedule-1 hereunder written having total area i.e. plinth area + vacant open land is admeasuring 1677 Sq.Mtrs., or thereabouts more particularly described in the First Schedule therein (hereinafter referred to as “the project land / said property”) and to construct thereon building in accordance with the terms and conditions contained in the Development Agreement /Power of Attorney;

2. WHEREAS Niloy Co-operative Housing Society Ltd. owns and possesses and/or well and sufficiently entitled to all that piece and parcel of property known and described as Existing Building “Niloy Co-operative Housing Society Ltd.”, being very much old, poorly maintained and in dilapidated condition, being Ground + three floor, total area i.e. plinth area + vacant open land is admeasuring 1677 Sq.Mtrs., and situated on the non-agricultural land, lying, being and situated at Mauje Ambarnath, Bhidewadi, Kansai Section, Ambarnath Tal. Ambarnath, Dist. Thane, bearing Survey No.82, part bearing City Survey No. 4378, and within the Registration District Thane, Registration Sub-District Ulhasnagar-3, within the limits of the Ambarnath Municipal Council, (Hereinafter

called and referred to as the “Said Property”, and more particularly described in the schedule-1 hereunder written

3. AND WHEREAS the said property stands mutated in the name of Niloy Cooperative Housing Society in 7/12 extract and property card.

4. And Whereas Niloy Cooperative Housing Society Ltd. is registered with the Registrar of Co-operative Societies vide Registration no: TNA/ULR/HSG/1265/1981 dated: 06-11-1981.

5. AND WHEREAS the said property was converted to non-agricultural use by and under the order passed by the Additional Collector, Thane, under order No: NAP/242 dated: 27-02-1959.

6. AND Whereas the Owners, occupiers and possessors of the property i.e. Plot and structure i.e. Gr+3 floors building popularly known as Niloy Co. Operative Housing Society, constructed as per sanctioned plan by then Municipal Corporation i.e. Kalyan Municipal Corporation by outward No. Ambernath 2565/118, dated 29/10/1986 on CTS No. 4378, on Survey No. 82 (Part), at Mauje Ambernath, Bhidewadi, Kansai Section, Ambernath (E), admeasuring about 1677 Square Meter, within Municipal Boundary of Ambernath Municipal Council, Registration Sub- District Ulhasnagar-3, are desirous of erecting new structure in place of the old structure comprising of the ground floor, first floor, second floor and Third floor, according to the plan sanctioned by the Authority of Kalyan Municipal Corporation, vide its outward no: Ambernath 2565/118, dated 29/10/1986, the said building is completed in the year 1989, said property is Twenty Eight years old and required reconstruction as whole due to non-maintenance, damages to the structure of the said building and the said building is in dilapidated condition and it is completely ruined and may fall down if not reconstructed and that may cause danger to the life and limb of present occupants & owners as all of them occupying the said property and the said building which is popularly known as Niloy Co-op. Hsg. Soc. Ltd and has therefore approached the Developer which on being assured by the Owner that the said property is free from all sorts of encumbrances, attachments, charges, legal flaws, claims, demands, dues, notices, religious or family disputes, etc., and that the said property is self-acquired property, has agreed to cooperate with the Developer for construction of a structure on the land beneath the said property.

7. PROVIDED THAT the Authority of the Ambernath Municipal Council had declared this building as dangerous & also in dilapidated condition& it is completely ruined & may fall down if not reconstructed & issued legal notices to

the society through its Chairman of Niloy Co- Op. Hsg. Soc. Ltd, to vacate the said building urgently & to take the alternate accommodation vide its Letter No. Outward No: AMC/NRV/15-16/163(7) dated: 21/05/2015 as well as reminder letter vide its Outward No: AMC/NRV/15-16/661 dated: 11/08/2015.

8. PROVIDED further that with this reference the Chairman & Secretary of the society has approached to the Sub-Registrar of Co-Operative Societies of Ambarnath & brought to the knowledge of the Sub-Registrar the facts & the Letter issued by A.M.C. to society & with the said Reference the office of the Sub- Registrar of Co-Operative Housing Society appointed their officer to attend the meeting of the said Niloy Co-Op. Hsg. Soc. Ltd, which was held on dated 22/07/2015. AND WHEREAS in the said meeting dated 22/07/2015 all the present members jointly agreed for redevelopment of the said building & for the redevelopment of the said building appointed M/S. Shree Sai Builders & Developers, Ambarnath (E), as the Developers & which is approved by the authority of society registrar & hence they handed over the permission for Re-Development of the said building on dated 27/07/2015, vide their Letter Outward no: S.N/Ambarnath/B-1/NiloyHsg/Redevelopment/1036/year2015 dated: 27/07/2015.

9. PROVIDED Further that the officials of the society held the Special General Body meeting on dated: 04-10-2015 in the premises of the society at 11.00 A.M.; the said Special General Body meeting on dated: 04-10-2015 they have unanimously passed the resolution as per agenda. All the members unanimously appointed (1) Shri. Gopinathan R. Pillai (chairman) (2) Shri. Atamaram N. Ambre (secretary) (3) Shri. Manoj Kumar S. Jaiswar (member) (4) Shri.Nitin H. Bharaskar (member) (5) Shri. Nitin A. Ambre (member) (6) Mrs. Tanuja N. Nair (member) (7) Shri. Manoj P. Nagdev (member) (8) Mrs. Anila S. Nair (member) to deal with M/S. Shree Sai Builders & Developers & any other Government or non-government authorities, to determine the terms & conditions to execute & sign the Development Agreement as well as Power of attorney on behalf all 24 members of Niloy Cooperative Housing Society Ltd., with M/S. Shree Sai Builders & Developers.

10. And therefore Niloy Cooperative Housing Society Ltd., Ambarnath given the entire piece of land including, Ground plus three floor building for redevelopment to promoter herein i.e. **M/S. SHREE SAI BUILDERS & DEVELOPERS**, a partnership firm, by registered deed of development bearing registration no. 10139/15 dated 05/12/2015 & irrevocable power of attorney

bearing registration no. 10140/15 dated 05/12/2015, on terms and conditions and for consideration mentioned therein.

11. The said piece of land admeasuring about 1677 Square meters is within the Ceiling limits prescribed for Ulhasnagar Urban Agglomeration and the owners are entitled to hold the same.

12. AND WHEREAS the Developers/Builders have entered into a standard agreement with its Architect, who is being registered with the council of Architects and such agreement is as per the Agreement prescribed by the council of Architects and the Developers/builders has also appointed Structural Engineer for the preparation of the structural designs and drawings of the building and the Developers/builders have accepted the professional supervision of Architects and the R.C.C. Engineers, till the completion of the building.

13. And whereas as per plan submitted by M/S. Shree Sai Builders & Developers got sanctioned and got issued commencement certificate bearing outward no. ANP/NRV/BP/16-17/452/8631/21 dated 14/07/2016 from Ambernath Municipal Council for construction of multi storied building as per sanctioned plan (Copy annexed and marked as "D" in the list of Annexure listed in this Agreement).

14. AND WHEREAS Promoter made payment for N.A. up to 2016-17 (Copy Annexed and marked as "E" in the list of Annexure listed in this Agreement).

15. AND WHEREAS in pursuance to the sanctioned plans and permission and subject to the terms, conditions, stipulations and compliances laid down by the said local authority which is to be performed by the builders/Developers, the builders herein have become entitled to commence work of construction of the said project /buildings as shown on the plan annexed hereto.

16. AND WHEREAS the Developers are presently constructing on the said land the building consisting of flats in accordance with the aforesaid sanctioned plans, and the developers have the exclusive right to sell the said flats and units of the building under construction to the prospective purchasers.

17. AND WHEREAS the Developers have offered to sell the various flats and shops and other units in the said proposed building that is now under construction as per terms and condition agreed in redevelopment agreement executed between Niloy Cooperative Housing Society Ltd. & present Developer.

18. By virtue of the said Agreement for Development hereinbefore recited, the Promoters alone have the sole and exclusive right to develop the "entire land" and use F.S.I./TDR related to the said property.

19. AND WHEREAS the purchaser on coming to know that various flats/ shops/ garage/ office are offered for sale expressed his/ her desire to purchase and applied to the developers for allotment/or acquire on ownership basis, one flat, shop, garage, basement, being Flat/ Shop/ Garage/office /Basement No on theFloor in Building Type 'A / B' of the building which is to have an area ofSquare meters carpet more particularly described in the Second Schedule herein under written.

20. AND WHEREAS the promoters are entitled and enjoined upon to construct building on the project land in accordance with the recitals hereinabove;

21. AND WHEREAS Promoter is in possession of the project land; the promoter has proposed to construct on the project land two buildings having A type with Basement, Ground plus Seven upper Floors and B type with Basement, Ground plus Four Upper Floors.

22. AND WHEREAS the Purchaser is offered a Flat/ Shop/ Garage/office /Basement bearing numberon the floor, (herein after referred to as the said "Flat") in the type building (herein after referred to as the said "Building") being constructed in the said project, by the promoter;

23. 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;

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

25. AND WHEREAS by virtue of the Development Agreement/Power of Attorney the promoter has sole and exclusive right to sell the Flat/Shop/Office/Basement/Unit in the said building to be constructed by the promoter on the project land and to enter into Agreement/s with the purchaser/s of the Flat/Shop/Office/Basement/Unit to receive the sale consideration in respect thereof;

26. AND WHEREAS on demand from the purchaser, the promoter has given inspection to the purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the promoter's Architects M/S. MAHESH JAGTAP & ASSOCIATES. 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;

27. AND WHEREAS Promoter also has annexed hereto the copies of following necessary documents:

Sr. No.	Particulars	Annexure
1.	Property Card and Title Certificate	A & B
2.	Floor plan of the said Flat/Basement/Office/Shop	C
3.	Commence Certificate	D
4.	Authenticated copy of certificate issued by RERA for the property.	E
5.	Authenticated copy of N.A. order/Vinichit/Gao Namuna-2/latest paid N.A. receipt	F

28. 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 record showing the nature of the title of the promoter to the project land on which the Flat/Shop/Office/Basement/Unit are constructed or are to be constructed have been annexed and given in the list of Annexure listed in this Agreement marked as “A” & “B”, respectively.

29. AND WHEREAS the authenticated copies of the plans and specifications of the Flat/Shop/Office/Basement/Unit agreed to be purchased by the Purchaser, as sanctioned and approved by the local authority have been annexed and given in the list of Annexure listed in this Agreement and are marked as “C”.

30. 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 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.

31. 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 shall be granted by the concerned local authority.

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

33. AND WHEREAS the Purchaser has applied to the Promoter for allotment of Flat/Shop/Office/Basement/Unit No..... on Floor situated in the building Type "A / B" being constructed in the said Project.

34. AND WHEREAS the carpet area of the said Flat/Shop/Office/Basement/Unit is _____ square meters and "carpet area" means the net usable floor area of Flat/Shop/Office/Basement/Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat/Shop/Office/Basement/Unit for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Flat/Shop/Office/Basement/Unit for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the Flat/Shop/Office/Basement/Unit.

35. AND WHEREAS, the Parties relying on the confirmation, 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;

36. AND WHEREAS, prior to the execution of these presents the purchaser has paid to the promoter a sum of Rs..... (Rupees.....) only, being part payment of the sale consideration of the Flat/Shop/Office/Basement/Unit agreed to be sold by the promoter to the purchaser as advance payment or application fee (the payment and receipt whereof the promoter hereby admit and acknowledge both) and the purchaser has agreed to pay to the promoter the balance of the sale consideration in the manner hereinafter appearing.

37. 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 atno..... (authenticated copy is annexed and marked as "E" in the list of Annexure listed in this Agreement).

38. AND WHEREAS, under section 13 of the said Act the promoter is required to execute a written Agreement for sale of said Flat/Shop/Office/Basement/Unit with the purchaser, being in fact these presents and also to register said agreement under the registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the promoter hereby agrees to sell and the purchaser hereby agrees to purchase the

(Flat/Shop/Office/Basement/Garage/Unit) and the garage/covered parking (if applicable)

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

1. The promoter shall construct the said buildings consisting of Basement plus Ground plus seven upper floors in Type "A" building and Basement plus Ground plus four upper floors in Type "B" building on the project land in accordance with the plans, designs and specification as approved by the concerned local authority from time to time.

Further Parties agrees that the promoter shall have to obtain prior consent in writing of the purchaser in respect of variations or modifications which may adversely affect the Flat/Shop/Office/Basement/Unit of the purchaser except any alteration or addition required by any Government authorities or due to change in law.

1(a) The purchaser hereby agrees to purchase from the promoter and the promoter hereby agrees to sell to the purchaser Flat/Shop/Office/Basement/Unit No of carpet area admeasuring sq. meters onFloor in the building Type (hereinafter referred to as "the Flat/Shop/Office/Basement/Unit") as shown in the floor plan thereof for the consideration of Rs.....(excluding proportionate share of Development charges and other incidental expenses involved in the construction of the said building amounting to Rs./- and which is payable at the time of possession of the Flat/Shop/Office/Basement/Unit)

1(b) The purchaser 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 the 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 this 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 Flat/Shop/Office/Basement/Unit 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 Flat/Shop/Office/Basement/Unit 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, flooring doors and windows of the said Flat/Shop/Office/Basement/Unit.
- v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the promoter on completion of the sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat/Shop/Office/Basement/Unit.
- 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 Flat/Shop/Office/Basement/Unit 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 may be prescribed in the agreement of sale of the building or wing in which the said Flat/Shop/Office/Basement/Unit is located.
- viii. Balance amount of Rs...../-(.....) and an amount of Rs. (.....) towards proportionate share of development charges and other incidental expenses involved in the construction of the said building in which the said Flat/Shop/Office/Basement/Unit is located, against and at the time of handing over of the possession of the Flat/Shop/Office/Basement/Unit to the purchaser on or after receipt of occupancy certificate or completion certificate.
- ix. As on the date of this Agreement the Promoter has completed work upto the stage and is eligible for payment of

Rs..... from the purchaser, based on the progress of work and the Payment Plan of this agreement mentioned hereinabove, after the execution of this agreement, which the Purchaser confirms and accepts.

1(c) The Total price above excludes taxes (consisting of tax paid or payable by the Promoter by way of value Added Tax, Service Tax, Cess and Goods and Service Tax (GST) 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 [Flat/Shop/Office/Basement/Unit].

1(d) The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, costs 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 demand letter being issued to the purchaser, which shall only be applicable on subsequent payments.

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

1 (f) The promoter shall confirm the final carpet area that has been allotted to the purchaser after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three per cent. The total price payable for any carpet area shall be recalculated upon confirmation by the promoter. If there is any reduction in the carpet area within the defined limit then promoter shall refund the excess money paid by purchaser within forty-five days with annual interest at the rate specified in the rules, from the date when such an excess

amount was paid by the purchaser. If there is any increase in the carpet area allotted to purchaser, the promoter shall demand additional amount from the purchaser as per the next milestone of the payment plan. All these monetary adjustment shall be made at the same rate per square meter as agreed in clause 1(a) of this Agreement.

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

Further it is admitted between the parties that each of the installments mentioned in the sub-clause (ii) and (iii) shall be further subdivided into multiple installments 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, stipulation and restriction 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/Shop/Office/Basement/Unit to the purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat/Shop/Office/Basement/Unit.

2.2 Time is essence for the promoter as well as the purchaser. The promoter shall abide by the time schedule for completing the project and handing over the [Flat/Shop/Office/Basement/Unit] to the purchaser and the common areas to the association of the purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the purchaser shall make timely payments of the installments 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(b) 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 1677 Square meters only and promoter has planned to utilize space index of 3090.47 Square meters 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.

4.1 If the promoter fails to abide by the time schedule for completing the project and handing over the [Flat/Shop/Office/Basement/Garage/Unit] to the purchaser, the promoter agrees to the purchaser, who does not intend to withdraw from the project, interest as specified in the rule, on all the amounts paid by the purchaser, for every month of delay, till the handing over of the possession. The purchaser agrees to pay to the promoter, interest as specified in the rule, on all the delayed payment which become due and payable by the purchaser to the promoter under the terms of this agreement from the date the said amount is payable by the purchaser(s) to the promoter.

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

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

Provided further that upon termination of this agreement as aforesaid, the promoter shall refund to the purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to promoter) within a period of thirty days of the termination, the installments of sale consideration of the Flat/Shop/Office/Basement/Unit which may till then have been paid by the purchaser to the promoter.

5. The fixtures and fittings with regard 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

Flat/Shop/Office/Basement/Unit are listed in Third Schedule of this agreement.

6. The promoter shall give possession of the Flat/Shop/Office/Basement/Unit to the purchaser on or before 31st day of December 2019. If the promoter fails or neglects to give possession of the Flat/Shop/Office/Basement/Unit to the purchaser on account of reasons beyond his control and his agents by the aforesaid date then promoter shall be liable on demand to refund to the purchaser the amounts already received by him in respect of the Flat/Shop/Office/Basement/Unit 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 amounts and interest thereon is repaid.

Provided that the promoter shall be entitled to reasonable extension of time for giving delivery of Flat/Shop/Office/Basement/Unit on the aforesaid date, if the completion of building in which the Flat/Shop/Office/Basement/Unit 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 purchaser as per the agreement shall offer in writing the possession of the [Flat/Shop/Office/Basement/Unit], to the purchaser 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 [Flat/Shop/Office/Basement/Unit] to the purchaser. The promoter agrees and undertakes to indemnify the purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of promoter. The purchaser agree(s) to pay the maintenance charges as determined by the promoter or association of purchasers, as the case may be. The promoter on its behalf shall offer the possession to the purchaser in writing within 7 days of receiving the occupancy certificate of the project.

7.2 The purchaser shall take possession of the Flat/Shop/Office/Basement/Unit within 15 days of the written notice from the promoter to the purchaser intimating that the said Flat/Shop/Office/Basement/Unit is ready for use and occupancy:

7.3 Failure of purchaser to take possession of

[Flat/Shop/Office/Basement/Unit]: Upon receiving a written intimation from the promoter as per clause 7.1, the purchaser shall take possession of the [Flat/Shop/Office/Basement/Unit] 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 [Flat/Shop/Office/Basement/Unit] to the purchaser. In case the purchaser fails to take possession within the time provided in clause 7.1 such purchaser shall continue to be liable to pay maintenance charges as applicable.

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

8. The Purchaser shall use the Flat/Shop/Office/Basement/Unit or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business. (*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The purchaser along with other purchaser(s) of Flat/Shop/Office/Basement/Unit 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 bye-laws of the proposed society and duly fill in, sign and return to the promoter within seven days of the same being forwarded by the promoter to the purchaser, so as to enable the promoter to register the common organization of purchaser. No objection shall be taken by the purchaser if any, changes or modification are made in

the draft bye-laws, or the memorandum and/or article of association, as may be required by the register 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/lesser/original owner/promoter and/or the owners in the said structure of the building or wing in which the said Flat/Shop/Office/Basement/Garage 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/lesser/original owner/promoter and/or the owners in the project land on which the building with multiple wings or building are constructed.

9.3 Within 15 days after notice in writing is given by the promoter to the purchaser that the Flat/Shop/Office/Basement/Garage is ready for use and occupancy, the purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat/Shop/Office/Basement/Garage) of outgoings in respect of the project land and building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repair and salaries of clerks, bill collector, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building. Until the society or limited company is formed and the said structure of the building or wing is transferred to it, the purchaser shall pay to the promoter such proportionate share of outgoings as may be determined. The purchaser further agrees that till the purchaser's share is so determined the purchaser shall pay to the promoter provisional monthly contribution of Rs..... per month towards the outgoings. The amount so paid by the purchaser to the promoter shall not carry any interest and remain with the promoter until a conveyance/assignment of lease of the structure of the building or wings 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 building or wing the aforesaid deposits (less deduction provided for in this

agreement) shall be paid over by the promoter to the society or the limited company, as the case may be

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

i. Rs.NIL..... for share money, application entrance fee of the society or limited company/federation/Apex body.

ii. Rs.NIL..... for formation and registration of the society or limited company/federation/Apex body.

iii. Rs.NIL.....for proportionate share of taxes and other charges/levies in respect of the society or limited company/federation/Apex body.

(iv) Rs.....NIL.....For deposit towards provisional monthly contribution towards outgoings of the society or limited company/federation/Apex body.

(v) Rs.NIL..... For deposit towards water, electric, and other utility and service connection charges and

(vi) Rs.NIL..... for deposit of electrical receiving and sub-station provided in layout.

11. The purchaser shall pay to the promoter a sum of Rs.....NIL... 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, regulation and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or lease of the structure of the building or wing of the building, the purchaser shall pay to the promoter, the purchasers share of stamp duty and registration charges payable by the said society or limited company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said building/wing of the building. At the time of registration charges of conveyance or lease of the project land, the purchaser shall pay to the promoter, the purchasers share of stamp duty and registration charges payable, by the said Apex Body or federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or federation.

13. REPRESENTATION AND WARRANTIES OF THE PROMOTER

The promoter hereby represents and warrants to the purchaser as follows:

- i. The promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the project;
- ii. The promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the project except those disclosed in the title report;
- iv. There are no litigations pending before any court of law with respect to the project land or project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals licenses and permits to be issued by the competent authorities with respect to the project, project land and said building/wing shall be obtained by following due process of law and the promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, project land and said building/wing and common areas;
- vi. The promoter has the right to enter into this agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the purchaser created herein, may prejudicially be affected;
- vii. The promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the project and the said [Flat/Shop/Office/Basement/Garage/plot] which will, in any manner, affect the rights of purchaser under this agreement;
- viii. The promoter confirms that the promoter is not restricted in any manner whatsoever from selling the said

[Flat/Shop/Office/Basement/Garage/Unit] to the purchaser in the manner contemplated in this agreement;

- ix. At the time of execution of the conveyance deed of the structure to the association of purchasers the promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the association of the purchaser;
- 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 purchaser/s or himself/themselves with intention to bring all person into whosoever hands the Flat/Shop/Office/Basement/Garage may come, hereby covenants with the promoter as follows:-

- (i) To maintain the Flat/Shop/Office/Basement/Garage at the purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Flat/Shop/Office/Basement/Garage is taken and shall not do or suffer to be done anything in or to the building in which the Flat/Shop/Office/Basement/Garage is situated which may be against the rules, regulation or bye-laws or change/alter or make addition in or to the building in which the Flat/Shop/Office/Basement/Garage is situated and the Flat/Shop/Office/Basement/Garage itself or any part thereof without the consent of the local authorities, if required.
- (ii) Not to store in the Flat/Shop/Office/Basement/Garage 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/Office/Basement/Garage 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 staircase, common passages or any other structure of the building in which the Flat/Shop/Office/Basement/Garage is situated,

including entrances of the building in which the Flat/Shop/Office/Basement/Garage is situated and in case any damage is caused to the building in which the Flat/Shop/Office/Basement/Garage is situated or the Flat/Shop/Office/Basement/Garage on account of negligence or default of the purchaser in this behalf, the purchaser shall be liable for the consequences of the breach.

- (iii) To carry out at his own cost all internal repairs to the said Flat/Shop/Office/Basement/Garage and maintain the Flat/Shop/Office/Basement/Garage in the same condition, state and order in which it was delivered by the promoter to the purchaser and shall not do or suffer to be done anything in or to the building in which the Flat/Shop/Office/Basement/Garage is situated or the Flat/Shop/Office/Basement/Garage which may be contrary to the rules and regulation and bye-laws of the concerned local authority or other public authority. In the event of the purchaser committing any act in contravention of the above provision, the purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (iv) Not to demolish or cause to be demolished the Flat/Shop/Office/Basement/Garage 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/Office/Basement/Garage or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Shop/Office/Basement/Garage is situated and shall keep the portion, sewers, drains and pipes in the Flat/Shop/Office/Basement/Garage and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat/Shop/Office/Basement/Garage is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, piers or other structural members in the Flat/Shop/Office/Basement/Garage 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 Flat/Shop/Office/Basement/Garage 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 Flat/Shop/Office/Basement/Garage in the compound or any portion of the project land and the building in which the Flat/Shop/Office/Basement/Garage 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 Flat/Shop/Office/Basement/Garage 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 Flat/Shop/Office/Basement/Garage by the purchaser for any purpose other than for purpose for which it is sold.
- (ix) The purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this agreement or part with the possession of the Flat/Shop/Office/Basement/Garage until all the dues payable by the purchaser to the promoter under this agreement are fully paid up.
- (x) The purchaser shall observe and perform all the rules and regulation which the society or the limited company or apex body or federation may adopt at its inception and the addition, alteration or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat/Shop/Office/Basement/Garage therein and for the observance and performance of the building rules, regulation and bye-laws for the time being of the concerned local authority and of government and other public bodies. The purchaser shall also observe and perform all the stipulation and conditions laid down by the society/limited company/apex body/federation regarding the occupancy and use of the Flat/Shop/Office/Basement/Garage 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 the Flat/Shop/Office/Basement/Garage it situated is executed in favour of apex body or federation, the purchaser shall permit the promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The promoter shall maintain a separate account in respect of sums received by the promoter from the purchaser as advance or deposit, sums received on account of the share capital for the promotion of the co-operative society or association or company or towards the out goings, legal charges and shall utilize the amounts only for the purpose 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 Flat/Shop/Office/Basement/Garage and building or any part thereof. The purchaser shall have no claim save and except in respect of the Flat/Shop/Office/Basement/Garage 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 Flat/Shop/Office/Basement/Garage 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 purchaser who has taken or agreed to take such [Flat/Shop/Office/Basement/Garage].

18. BINDING EFFECT

Forwarding this agreement to the purchaser by the promoter does not create a binding obligation on the part of the promoter or the purchaser until, firstly, the purchaser signs and delivers this agreement with all the schedules along with the payment due as stipulated in the payment plan within 30 (thirty) days from the date of receipt by the purchaser and

secondly, appear for registration of the same before the concerned sub-registrar as and when intimated by the promoter. If the purchaser(s) fails to execute and deliver to the promoter this agreement within 30 (thirty) days from the date of its receipt by the purchaser and/or appear before the sub-registrar for its registration as and when intimated by the promoter, then the promoter shall serve a notice to the purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the purchaser, application of the purchaser shall be treated as cancelled and all sums deposited by the purchaser in connection therewith including the booking amount shall be returned to the purchaser without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

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 the 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/Office/Basement/Garage, 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 PURCHASER/SUBSEQUENT PURCHASERS

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of the project shall equally be applicable to and enforceable against any subsequent purchasers of the [Flat/Shop/Office/Basement/Garage], in case of a transfer, as the said obligations go along with the [Flat/Shop/Office/Basement/Garage] for all intents and purpose.

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 regulation made thereunder or 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 THE AGREEMENT

Wherever in this agreement it is stipulated that the purchaser has to make any payment, in common with other purchaser(s) in project, the same shall be in proportion to the carpet area of the [Flat/Shop/Office/Basement/Garage] to the total carpet area of all the [Flat/Shop/Office/Basement/Garage] in the project.

24. FURTHER ASSURANCE

Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instrument 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 purchaser, in Ambarnath after the agreement is duly executed by the purchaser and the promoter or simultaneously with the execution the said agreement shall be registered at the office of the sub-registrar. Hence this agreement shall be deemed to have been executed at the Sub-Registrar office, Ulhasnagar-3.

26. The purchaser and/or promoter shall present this agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the registration act and the promoter will attend such office and admit execution thereof.

27. That all notice to be served on the purchaser and the promoter as contemplated by this agreement shall be deemed to have been duly served if sent to the purchaser or the promoter by registered post A.D

and notified Email ID/Under certificate of posting at their respective addresses specified below:

.....Name of purchaser
.....(purchaser’s address)
Notified Email ID:

M/S. SHREE SAI BUILDERS & DEVELOPERS

Shop No. 4, Plot No. 19, Near Ambernath
Station, Opp. Hotel Shibu Palace,
Ambernath (East), Taluka Ambernath, Dist Thane.,
Notified Email ID: shreesaibuilders2@gmail.com

It shall be the duty of the purchaser and the promoter to inform each other of any changes in address subsequent to the execution of this agreement in the above address by registered post failing which all communication and letters posted at the above address shall be deemed to have been received by the promoter or the purchaser, as the case may be.

28. JOINT Purchasers

That in case there are joint purchasers all communication shall be sent by the promoter to the purchaser whose name appears first and at the address given by him/her which shall for all intents and purpose to consider as properly served on all the purchasers.

29. Stamp duty and registration:- the charges towards stamp duty and registration of this agreement shall be borne by the purchaser.

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 appointed 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 competent 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 Ambarnath in the presence of attesting witness, signing as such on the day first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT PIECE AND PARCEL of land plus building i.e. Ground + three floor, total area i.e. plinth area + vacant open land is admeasuring 1677 Sq. Mtrs, and situated on the non/agricultural land, lying, being and situated at mauje Ambarnath, Bhidewadi, Kansai, Tal. Ambarnath, Dist. Thane, bearing Survey No.82, part bearing City Survey No. 4378, and within the Registration District Thane, Registration Sub-District Ulhasnagar-3, within the limits of the Ambarnath Municipal Council, and bounded as follows:

On or towards East : Road

On or towards West : Nalla

On or towards North : Government Land

On or towards South : CTS No. 4379 & 4380

THE SECOND SCHEDULE ABOVE REFERRED TO

Flat No. -----, ----- Floor, in Building Type 'A or B' Niloy Co-operative Housing Society Ltd. Mauje Ambarnath, Bhidewadi, Kansai Section, Ambarnath Tal. Ambarnath Dist. Thane

THIRD SCHEDULE (MODERN AND COMMON AMENITIES)

MODERN AMENITIES FOR FLATS :

- 1) Earthquake Resistant Construction.
- 2) Decorative Entrance.

- 3) Doors: Both side designed main doors with melamine polish & panelled flush Doors having paint & branded fancy handles & locks. Backlight WC & Bathroom doors with frame of granite/marble.
- 4) Windows: Powder coating aluminium French sliding windows with Heavy section & Sills on windows, including mosquito net inside Provision of exhaust in kitchen & louvers in WC & Bath.
- 5) Flooring: Premium quality 2X2 vitrified designer flooring in entire flat, terrace passage & dry balcony.
- 6) Granite/Marble frame entrance & kitchen platform with S.S. sink.
- 7) Toilets : Full height designed matching high lighters with premium quality, provisions of Sintex connection to WC bath, branded quality mixture, shower & geyser point, Washbasin & western/Indian commode with flush.
- 8) Passage: Passage having tiling lobby with fancy look wash basin, storage above the WC & Bath in passage Inverter space provision.
- 9) Concealed Plumbing: Branded CPVC concealed fitting for entire flat for drinking & Bore well water with stylish sanitary fittings.
- 10) Electrical Cabling: Concealed copper wiring with sufficient points for maximum utility. Telephone, Washing Machine, TV Cable, Kitchen Appliances, Inverter Wiring and AC Point in each bed room in each flat.

COMMON AMMENITIES

- 1) Compound wall with M.S gate with wicket gate and dome lights.
- 2) Tube lights with protective covering at all external Corners of the building.

- 3) Light point as per requirement will be provided at each floor landing & for open terrace.
- 4) Standard quality submersible water pump shall be provided as per requirement.
- 5) Drainage and Plumbing of the pipe shall be one as per Municipal rules & regulations and According to instruction of the Architect of the Project.
- 6) Lift with Battery backup (Branded)
- 7) Stilt area for common parking.
- 8) Society Office with furniture –50 chairs, fan, stationery, and toilet facility.
- 9) Security Guard cabin constructed.
- 10) Garden (if possible).
- 11) CC TV cameras for common area as per requirement.
- 12) Capacity of the tanks will be enough for the existing and new members of the society.
- 13) Separate meter room will be provided.

SCHEDULE ABOVE REFERRED TO:

SCHEDULE OF COMMON AREAS

Proportionate equal right to the immediate area abutting the main door after the landing on the said floor of the said flat.

SCHEDULE ABOVE REFERRED TO:

Proportionate right along with all purchasers of premises in the said building in limited common areas and facilities i.e. Staircase, Staircase landing, Terrace (as per approved plan), Compound, Lobby, Passage and Common Parking.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter :

M/S. SHREE SAI BUILDERS & DEVELOPERS

through its Partner **Mr. Gyandhar P. Mishra,**

SIGNED AND DELIVERED BY THE WITHIN NAMED

Purchaser: (including joint buyers)

1.

2.

At..... on.....

In the presence of WITNESSES:

1. Name.....

Signature.....

2. Name.....

Signature.....