

Date:-_____.

Ref. No. : ____/ ____/ ____.

Mr./Ms. _____

Date:-_____.

Ref. No. : ____/ ____/ ____.

Mr./Ms. _____

Sub: Provisional Allotment letter for Flat No. _____ in _____ A-3 building known as "Shriniwas" situated on survey no. 42 (P), Village Bellavali, Badlapur (MCI), Taluka Ambarnath, District Thane PIN-421503 .

Dear Mr./Ms. _____,

We welcome you and your family's decision to be a proud owner of the Flats/Shops/Units No. _____ on _____ floor, Type _____ BHK in A-3 building known as "Shriniwas" situated on survey no. 42 (P), Village Bellavali, Badlapur (MCI), Taluka Ambarnath, District Thane PIN-421503, having Carpet area of _____ square meters, along with _____ square meters balcony Area, along with _____ square meters cupboard Area, along with _____ square meters adjoining Open Terrace Area, along with _____ square meters adjoining flower bed Area.

- 1) With refrence to this Provisional allotment letter we hereby confirm and acknowledge of receiving Rs. _____ (Rupees _____) towards token/initial payment by cheque no. _____, dated _____, of _____ bank.
- 2) It is hereby understood and agreed by you that allotment of this Flats/Shops/Units as mentioned above is provisional till the agreement for sale has been executed.
- 3) You have also agreed and confirmed that you shall execute a written agreement for sale in respect of the said Flats/Shops/Units, subject to making ten percent of the total value of the said Flats/Shops/Units or as and when called to you for executing the agreement, whichever is earlier.
- 4) You have demanded from us and we have given inspection to you of all the documents of title relating to the said property and the said land, Development Permissions, Commencement Certificate, Certificate of Title in respect of the said land, the said Order, the Agreement and the approved plans, designs and specifications prepared by the our Architects.

- 5) We also requested you to carry out independent search at your own cost by appointing your Advocate regarding the marketable title and rights and authorities of the us.
- 6) You have satisfied yourself regarding our marketable title over the said land and are being interested in purchasing a Flats/Shops/Units as mentioned above to be constructed on the said land.
- 7) The total lump sum cost the Flats/Shops/Units is Rs. _____/- (Rupees _____). You hereby confirms the attached 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 forfeit the amount paid by you and / or charge interest @18% per annum on the due amount, up till the date of payment amount due together with interest thereon and/or shall be entitled to terminate allotment of the flat without giving any notice to you.
- 8) You have agreed and confirmed that you shall not create any third party right on the said Flats/Shops/Units, nor shall you be entitled to sell the said Flats/Shops/Units on or before 12 months from the date of execution of Sale agreement.
- 9) You have agreed and confirmed that the total charges of stamp duty and registration shall be borne by you before taking possession or on or before registering agreement for sale for the above said flat.
- 10) 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 Flats/Shops/Units and amount paid shall remain with us as non-interest bearing deposit.
- 11) You hereby also agree and confirm that you will pay over and above the cost of the Flats/Shops/Units, towards maintenance charges for 12 months which shall be paid by you 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.
- 12) It is mentioned to you and you have confirmed that The Total LUMP SUM PRICE OF said Flats/Shops/Units is Rs. _____/- (Rs. _____-) is excluding any tax of whatsoever nature (G.S.T. / MAH.VAT any other tax as may be applicable from time to time) and is excluding the amount of Stamp duty, Registration fee. The said price is excluding the amount of proportionate share of formation and registration of Co-Operative Housing Society or other organization, and the stamp duty, registration fee, required for transfer of the said property together with the building/wing, in favour of a Co-Operative Housing Society or other organization that may be formed of the purchaser of the premises in the said buildings/wings.
- 13) 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.
- 14) The purchaser is aware that the area of the above Flats/Shops/Units may increase or decrease by 3% of the area mentioned herein above.

15) it is informed and you have expressly agree(s) that the parking spaces in the compound of the said Buildings and under the stilts in the compound shall belong to and be at the complete disposal of ours and we shall be entitled to allot the same. you have agreed and herein shall not be entitled to raise any objection to the same.

16) 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.

Thank you.

Authorized Signature

Accepted By:

Mr./Ms. _____

PAYMENT SCHEDULE

SR. NO.	STAGE OF WORK	% OF AMOUNT DUE
1	Token / Booking / Earnest Money	10%
2	On Commencement of work	10%
3	On Completion of Plinth Work	25%
4	On Completion of 1st Slab	6.00%
5	On Completion of 2rd Slab	6.00%
6	On Completion of 3th Slab	6.00%
7	On Completion of 4th Slab	6.00%
8	On Completion of Brick Work	6.00%
9	On Completion of Internal Plastering work	5.00%
10	On Completion of External Plastering Work	5.00%
11	On Completion of Tilling Work	5.00%
12	On Completion of Electrical Work and Plumbing Work	5.00%
13	On Possession	5.00%
14	TOTAL	100.00%

General Terms and Conditions:

Declaration: All the initial token/booking amounts are subject to receipt of balance of the commitment amounts within stipulated time periods and are non refundable in nature. ♦ All flat/shop bookings/allotments are subject to receipt of the balance payments mentioned in your payment schedule and demanded by the developer as per the schedule. ♦ Booking amount is treated as a commitment made by the flat buyer to meet a series of financial commitments. Any default or booking cancellation will attract forfeiture of the booking amount by the developer. ♦ Any commitments for special discounts/offers by the developer are conditional to flat buyer meeting all payment commitments as per attached payment schedule. Any delays or defaults will automatically result in withdrawal of all previous and additional price discounts/special offers, and standard rates will apply at developer's discretion. ♦ Securing loan or arranging for funds for purchase of the flat /shop is buyer's responsibility, and are not binding on developer/builder in all times, and in all cases. ♦ Developer will notify the flat buyer for payment triggers as specified in payment schedule, on the main correspondence address given by the flat buyer. ♦ Delayed payments will be subject to penal interest @ 2% per month, accrued on fortnightly basis. ♦ All the payments are subject to realization in our bank account.

NAME OF THE BUILDING : _____
FLAT / SHOP / UNIT NO. : _____
PAN CARD NO. OF PROMOTERS : AADCP8950C
ADHAR CARD NO. OF PURCHASER/S: _____
: _____
: _____
: _____
PAN CARD NO OF PURCHASER/S : _____
: _____
: _____

AGREEMENT FOR SALE

THIS AGREEMENT OF SALE MADE ENTERED & EXECUTED BEFORE SUB-
REGISTRAR BADLAPUR ON THIS THE _____ DAY OF _____ 2009.

B E T W E E N

M/s. SHREE SADGURU CONSTRUCTIONS, Registered Partnership firm having **PAN No. AAHFG 8583B** and carrying on business as Builders & Developers having their Office at - 1, Sai Darshan, Belavali, Badlapur (W), Thane through their Partner **SHRI. RAVINDERA KANHU KARALE Age 41 Yrs.**, hereinafter called as the **PROMTERS** (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partners existing & in coming and their heirs, executors, administrators and assigns) **THE PARTY OF THE FIRST PART.**

A N D

_____ of Mumbai, Indian
Inhabitant/s, _____ residing _____ at
_____, hereinafter
referred to as "**PURCHASER**" which expression shall unless it be repugnant to the
context or meaning thereof, mean and include his/her/their respective heirs, executors,
administrators and assigns) of the Third Part;

WHEREAS one M/s. SHREE SIDDHESHWAR HOMES, a Partnership firm is seized
and possessed of the pieces and parcels of non-agricultural lands situated at Village -
Belavali, Tal. - Ambernath, bearing N.A. Survey No. **42**, (Part) Plot Nos. 2 to 11 totally
admeasuring **3831.39** Sq.Metres which are owned by the **VASUNDHARA CO-OP,**
HSG, SOCIETY LTD., hereinafter referred to as the said Owners.

AND WHEREAS the above owners have allowed **M/s. SHREE SIDDHESHWAR**
HOMES to develop their respective said lands as per Development Agreements dated
22/11/2000 executed between them and the above owners for a consideration stated
therein and necessary irrevocable General Power of Attorney was executed in favour of
them on dt. 24/11/2000 by said owners and said Agreement and Power of Attorney are
still valid and subsisting.

AND WHEREAS, by virtue of the said development agreement & Power of Attorney the
plans have been approved for construction of five buildings by the necessary
permission for development on said land from **KALYAN BADLAPUR MUNICIPAL**
COUNCIL vide permission No. KBNC / NRV / BP / 1114 / 247 dt. 6/3/2003 was
obtained by the owners through said **M/s. SHREE SIDDHESHWAR HOMES**.

AND WHEREAS the Title Certificate in respect of the said plots of lands in favour of the
owners and the said **M/s. SHREE SIDDHESHWAR HOMES** therein has been certified
by the Advocate Shri. R. K. Ghosh after verifying the relevant documents and search

report and that the title to the said plots of lands shown in the Schedule is clear, marketable and free from all encumbrances, charges, liens and the reasonable doubts of whatsoever nature.

AND WHEREAS the **M/s. SHREE SIDDHESHWAR HOMES** intended to construct Five (5) Multi-storied Buildings on the said land as per permission to be granted by **KULGAON BADLAPUR MUNICIPAL COUNCIL** having residential **FLATS / SHOPS** therein.

AND WHEREAS by virtue of the said Development agreement & Power of Attorney, **M/s. SHREE SIDDHESHWAR HOMES** got (5) five proposed building plans prepared through their Architect Shri. Satish Oak & obtained the sanction of five buildings vide Sanction No. KBNC/NRV/BP/1114-247 dated 6/3/2003 from Kulgaon Badlapur Municipal Council and constructed and completed three Building i.e. A/1, 2 and 4 keeping 2 Buildings No., A/3 (uncompleted) & A/5 unconstructed for the earlier sanctioned plans to be got revised from the Municipal Council.

AND WHEREAS due to some other business commitments **M/s. SHREE SIDDHESHWAR HOMES** could not commence the building work of the proposed building A/3 (uncompleted) & A/5 decided to assign the development rights of A/3 & A/5 buildings with all the sanctions to some competent Builder or firm with the consent of the owners **M/s. VASUNDHARA CO-OP. HSG. SOC.**

AND WHEREAS by two Development Agreements dated 29/01/2008 duly registered under Sr.No. 00829 & 00830 on 31/01/2008, in the office of the Sub-Registrar Ulhasnagar-3 **M/s. SHREE SIDDHESHWAR HOMES** assigned the development rights of proposed two building No. A-3 (uncompleted) & A/5 having F.S.I. of 334 Sq.Mtrs. and 486.09 Sq.Mtrs. respectively to **M/s. SHREE SADGURU CONSTRUCTIONS** i.e. the Promoter herein on the terms & conditions mentioned therein and also executed and registered an Irrevocable Power of Attorney under Sr.No. 00831 on 31/01/2008 before the Sub-Registrar, Ulhasnagar-3 in favour of the partners of the promoters herein.

AND WHEREAS the Promoters have entered into a standard Agreement with an Architect registered with the Council of Architects Mr. Arivind Mhatre Of Aims Consultant, having office at Chembur, Mumbai and Mr. Satish Oak of Architect-Inc having office at Badlapur and such Agreement is as per the Agreement prescribed by the Council of Architects.

and through them obtained the revised plans sanctioned from Kulgaon Badlapur Municipal Council vide revised Sanction No. KBMP / NRV / BP / 162-35 dated 2/5/2009 for Building No. A/3 & A/5.

AND WHEREAS the Promoters have appointed a structural Engineer Mr. Sanjeev Shah of Shah Consultants having office at Thane for the preparation of the structural design and drawings of the buildings and the Promoters accept the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS Promoters have annexed following documents to this agreement.

- a. Title Certificate issued by **Advocate R.K.Ghosh.**
- b. Commencement certificate
- c. Layout Plan.
- d. Typical Floor Plan.
- e. The payment plan
- f. List of fixtures, Fittings and amenities.

AND WHEREAS as such the Promoters alone have sole and exclusive right to sell the flats/shops/units in the said building/s to be constructed by the Promoters on the said land and to enter into Agreement/s with Purchaser/s of the flats/shops.

AND WHEREAS The Promoters are entitled to avail entire F.S.I. in respect of the said Plot including benefit of T.D.R., Additional F.S.I., Incentive F.S.I., if any. The Promoters are also entitled to at their own discretion, to utilize the same. Purchaser hereby irrevocably consent for Promoters availing F.S.I. in the manner stated

hereinabove. Therefore until entire F.S.I. is consumed and/or utilized Conveyance in respect of the said plot in future will not be given to Association of Housing Societies.

AND WHEREAS The Purchaser has/have applied to the Promoters for allotment of the Flats/Shops/Units No. _____ on _____ floor in A-3 building known as "Shriniwas" situated on survey no. 42 (P), situated on Village Bellavali, Badlapur (MCI), Taluka Ambarnath, District Thane PIN-421503. The detailed description of said plot of land is given in First Schedule hereunder written and description of building and Flats/Shops/Units agreed to be purchased by the Purchasers is given in the Second Schedule hereunder written.

AND WHEREAS the Purchaser demanded from the Promoters and the Promoters have given inspection to the Purchaser of all the documents of title relating to the said plot of land Development Permissions, Commencement Certificate, Certificate of Title in respect of the said land, the said Order, the Agreement and the approved plans, designs and specifications prepared by the Promoters Architect.

AND WHEREAS After the Purchaser enquiry, the promoter herein has requested to the Purchaser to carry out independent search at his/her/their own cost by appointing his/ her/ their own Attorney / Advocate and to ask any queries, he/ she/ they have regarding the marketable title and rights and authorities of the promoter.

AND WHEREAS the Purchaser has/have satisfied himself/ herself/ themselves regarding The Promoter marketable title over the said land and the Purchaser being interested in purchasing a Flats/Shops/Units to be constructed on the said land has approached The Promoter and after Negotiation & discussion on the conditions of eligibility laid down by Town Planning Authority and other appropriate authority and on perusals of the plans and specifications the Purchaser has/have confirmed after inspection/Verification of all relevant documents, discussions and negotiation the Purchaser had applied for the said Flats/Shops/Units and Relying upon the said application, declaration and Agreement, the Promoters agreed to sell to the Purchaser a Flats/Shops/Units at the price and on the terms and conditions hereinafter appearing.

AND WHEREAS prior to the execution of these present the Purchaser has paid to the Promoters a sum of Rs. _____/(Rupees _____ only) being token payment of the sale price of the Flats/Shops/Units agreed to be sold by the Promoters to the

Purchaser as advance payment (the payment and receipt whereof the Promoters doth hereby admit of acknowledge) which shall in no event exceed ten per cent of the sale price of the Flats/Shops/Units agreed to be sold to the Purchaser and the Purchaser has agreed to pay to the Promoters balance of the sale price in the manner hereinafter annexed.

AND WHEREAS the promoter has registered the project under the provisions of the Maharashtra Real Estate (Regulation and Development) Act, 2016 with Real Estate Regulatory Authority at _____, on _____ under Registration No. _____, The copy of Registration Certificate is marked and annexed herewith.

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.

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

1. The Promoters are constructing building will be known as A-3 building known as "Shriniwas" consisting of Ground / Stilt floor and 3 upper floors and which have been seen and approved by the Purchaser with only such variations and modifications as the Promoters may consider necessary or as may be required by the concerned local authority/the Government.

2. The Purchaser hereby agree/agrees to Purchase from Promoter and Promoter hereby agree to sell to the Purchaser Flats/Shops/Units No. _____, Type _____ BHK on _____ floor, A-3 building known as "Shriniwas" having Carpet area of _____ square meters, along with _____ square meters balcony Area, along with _____ square meters cupboard Area, along with _____ square meters adjoining Open Terrace Area, along with _____ square meters adjoining flower bed Area, (hereinafter referred to as "The Said Flats/Shops/Units") along with Parking No. _____ admeasuring _____ square meters in the _____ as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of The Maharashtra Real Estate (Regulation and Development) Act, 2016, in the building to be known as

"Shriniwas" annexed as per the plan and specifications seen and approved by the purchaser at or for THE LUMPSUM SALE PRICE of Rs._____/-(Rs._____) The Total Price for the said flat based on the Carpet Area is Rs._____ which is equivalent to THE LUMPSUM SALE PRICE as aforesaid and the breakup of the same as needed under The Maharashtra Real Estate Regulation and Development Act, 2016 is herein under:

The Total LUMP SUM PRICE OF Rs._____/-(Rs._____) is excluding any tax of whatsoever nature (G.S.T. / MAH.VAT any other tax as may be applicable from time to time) and is excluding the amount of Stamp duty, Registration fee relating to this Agreement. The said price is excluding the amount of proportionate share of formation and registration of Co-Operative Housing Society or other organization, if any and the stamp duty, registration fee, required for transfer of the said property together with the building/wing, in favour of a Co-Operative Housing Society or other organization that may be formed of the purchaser of the premises in the said buildings/wings. All the areas mentioned herein are Indicative and are Approximate areas and that the Purchaser herein agree/s to buy the said Flats/Shops/Units as One Residential Flats/Shops/Units as a whole and not on the basis of the said Indicative Area. On or before the execution of these presents Purchaser has paid to the Promoter Rs._____/-(Rs._____) being the Part Payment of the Lump Sum Sale price of the Flats/Shops/Units agreed to be sold by The Promoter to the purchaser as advance payment or deposit (the payment and receipt where of the Promoter both hereby admit and acknowledge) and the Purchaser has agreed to pay to the Promoter the balance sale price in the manner hereinafter annexed.

3. The Purchaser/s hereby agree/s to pay to the Promoter the said LumpSum sale price of Rs._____/-(Rs._____) (herein after referred to as "the total price") as per the payment plan annexed herewith. The Total Price is escalation-free, save and except increases which the Purchaser hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall

enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments. Timely payment of all the above installments/amount on their respective due dates is the essence of this contract / Agreement. The Possession of the said Flats/Shops/Units shall be handed over to Purchaser by the Promoter only upon receipt of all payment including Taxes and other charges. And all the payment made by cheques/pay orders/demand drafts shall be issued in favour of _____.. The Promoter will forward the Purchasers intimation of the Promoter having carried out the aforesaid work and payment demand letter accordingly at the address given by the Purchaser in this agreement and the purchasers will be bound to pay the amount of installments within (15) FIFTEEN DAY of The Promoter dispatching such intimation under Certificate of posting, Courier, E-mail, or Hand delivery at the address of the purchasers as per this agreement. The total price as above exclude taxes (consisting of the tax paid or payable by the Promoter by way of VAT, Service Tax, G.S.T., 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) upto the date of handing over the possession of the said Flats/Shops/Units /building/project.

4. The total price or total lumpsum price as mentioned herein above 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 demand on the Purchaser(s) for increase in development charges, cost, or levies imposed by the competent authority 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 Purchaser, which shall only be applicable on subsequent payments.

5. The purchaser is aware that the area of the above Flats/Shops/Units may increase or decrease by 3% of the area mentioned herein above.

6. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the Flats/Shops/Units or building, as the case may be, without the previous written consent of the Purchaser. Provided that the

Promoter may make such minor additions or alterations as may be required by the Purchaser/s, or such minor changes or alterations as per the provisions of The Maharashtra Real Estate (Regulation and Development) Act, 2016. Subject to Clauses of this agreement the Promoter agrees and acknowledges, the Purchaser/s shall have the right to the said flat as mentioned below:

(i) The Purchaser shall have exclusive ownership of the said Flats/Shops/Units;

(ii) The Purchaser shall also have undivided proportionate share in the Common Areas. Since the share / interest of Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Purchaser to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of Purchasers or Society of Purchasers as provided in The Maharashtra Real Estate (Regulation and Development Act, 2016.

(iii) That the computation of the price of the said Flats/Shops/Units includes recovery of price of land, construction of not only the said Flats/Shops/Units but also the Common Areas, internal development charges, external development charges, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

7. The Purchaser if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the

Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

8. The Promoter accepts no responsibility in this regard. The Purchaser shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Promoter immediately and comply with necessary Formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said Flats/Shops/Units applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Purchaser only.

9. In addition to the aforementioned price of the said Flats/Shops/Units, the Purchaser/s shall pay to the Promoter the following charges/expenses towards.

a. Proportionate cost towards the conveyance of the said land and building/s in favour of the Society, including the stamp duty, registration charges, advocate fees and out of pocket expenses.

b. One Year Advance Maintenance Charges.

c. Municipal Corporation or any other Government authority implement or demand any charges/Infrastructure Charges, levy or liability in respect of this Agreement and /or the said Flats/Shops/Units/Building arise in future; the Purchaser/s shall pay proportionately the same within seven days of the demand in that behalf is being made by the Promoter.

It is specifically agreed by the Purchaser that unless and until the Payment of levy with penalty, if any is/are made, the Purchaser/s shall not be entitled to claim possession of the said Flats/Shops/Units.

10. In the event of the Purchaser making any default in payment of any installment of the purchase price and/or other payments under this Agreement on their respective due dates and/or not observing and performing any of the terms and conditions of this Agreement and default continuing consecutively 3 times i.e. not making payment to the

promoter despite being in the receipt of the notice through promoter, the Promoter will be entitled to terminate this Agreement in which event the consequences hereinafter set out shall follow:-

a. The Purchaser shall cease to have any right against the Promoter in respect of the said flat or any part thereof.

b. The Promoter shall be entitled to sell the Flats/Shops/Units at such consideration and on the terms and condition and to such other person or party as Promoter may in its absolute discretion deem fit and proper.

c. On the realization of the entire resale consideration from such other person or party of the said Flats/Shops/Units the Promoter shall refund to the Purchaser the amount paid by the Purchaser to the Promoter in pursuance of this Agreement after deducting there from:-

i. 10% of the purchase price of the said Flats/Shops/Units which shall stand forfeited by the Promoter.

ii. The taxes and outgoings, if any, due and payable by the Purchaser/s in respect of the said Flats/Shops/Units up to the date of termination of this Agreement;

iii. The amount of interest as per prescribed under Act and Rules of RERA is payable by the Purchasers to the Promoter in terms of this Agreement from the date of defaults in payment till the date of realization of the same; iv. In the event of the said resale price being less than the purchase price mentioned herein, the amount of such deficit; and

v. Brokerage, if any paid by the Promoter while booking the said Flats/Shops/Units in the name of the Purchaser.

vi. The costs incurred by the Promoter in finding a new buyer for the said Flats/Shops/Units;

In case the amount to be deducted under this clause exceeds the amount received from the Purchaser towards the purchase price, then the Promoter shall recover the shortfall from the purchaser, which the Purchaser agrees and undertakes to pay within 15 days from the date of demand.

d. The Promoter shall not be liable to pay to the purchaser any interest, compensation, damages, costs or otherwise. The said amount shall be accepted by the Purchaser in

full satisfaction of all his/her/ its/their claims under this Agreement and/ or in or to the said Flats/Shops/Units.

e. Creating nuisance on the site resulting in danger/damage to the said Flats/Shops/Units /building/land, treat to life;

f. Delay in accepting the possession of the Flats/Shops/Units within a period of 15 (fifteen) days of intimation to take possession by Promoter;

g. Refusing to take membership of Society formed for the said Project;

h. Breach of any terms and conditions of this agreement; The purchaser shall not be default if he removes such breach within 15 days of notice from the Promoter to the Purchaser.

11. The Promoter shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the building is completed and the occupancy/completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to the variable 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 than defined limit then Promoter shall refund the excess money paid by the Purchaser within 45 days with annual interest at the rate as 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 the Purchaser, the Promoter shall demand the additional amount from the Purchaser as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square meter as agreed above.

12 It is expressly agreed and confirmed by the Purchaser that the terraces which are attached to the respective Flats/Shops/Units will be in exclusive possession of the said Purchaser of the said Flats/Shops/Units and other Purchaser will not in any manner object to The Promoter selling the Flats/Shops/Units with an attached terrace with exclusive rights of the said Purchaser to use the said terraces.

13. The Purchaser is/are aware and the Purchaser expressly agree(s) that the parking spaces in the compound of the said Buildings and under the stilts in the compound shall belong to and be at the complete disposal of the Promoter who shall be

entitled to allot the same. Only such of the Purchasers of Flats/Shops/Units in the same Buildings as shall have separately agreed to purchase a parking space shall be entitled to have exclusive use of such parking space so agreed to be allotted to him/her/them and the Purchaser(s) in the said Buildings who shall not have agreed to purchase parking space separately from The Promoter will not be entitled to have any use of the parking space. The Promoter shall be entitled to allot the parking spaces to the Purchaser(s) of the said Flats/Shops/Units at such price and to such Persons, as the Promoter may in their absolute discretion determine and the Purchaser(s) herein shall not be entitled to raise any objection to the same.

14. The Promoter agrees and understands that timely delivery of possession of the Said Flats/Shops/Units is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to handover possession of the Said Flats/Shops/Units on or about 30th November, 2017 with grace of further 6 (Six) Months, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If the completion is delayed by reason beyond the control of the Promoter, such reason of non-availability of the steel, cement, Sand or any other building material, change of act or law of the central government and the state, and/or or by reason of war commotion, or any act of God or lockouts by workmen or as a result or any notice, order rules, regulations or notification of the Government and/or any public authority and promoter are not able to give possession of the said Flats/Shops/Units to the purchaser/s, the purchaser shall not be entitled to claim any damage whatsoever.

If however, the completion of the project is delayed due to the Force Majeure conditions then the Purchaser agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the said Flats/Shops/Units, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Purchaser the entire amount received by the Promoter from the allotment within 60 days from that date. After refund of the money paid by the Purchaser, Purchaser agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

15. The Purchaser(s) shall take possession of the Flats/Shops/Units within 15 (fifteen) days of The Promoter giving written notice certificate of posting/email/courier/hand delivery to the flat Purchaser intimating that the said Flats/Shops/Units is ready for use and occupation. Upon receiving a written intimation from the Promoter, the Purchaser shall take possession of the said Flats/Shops/Units from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement or deemed necessary by the Promoter and the Promoter shall give possession of the said Flats/Shops/Units to the Purchaser. In case the Purchaser fails to take possession within the time provided herein, such Purchaser shall continue to be liable to pay maintenance charges as applicable.

16. The Purchaser shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Purchaser proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount /EMD/ application charges as per i.e. 10% of the total sale consideration price / the lumpsum price paid for the allotment. The balance amount of money paid by the Purchaser(s) shall be returned by the promoter to the Purchaser(s) within 30 days of such cancellation without any interest.

17. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER The Promoter hereby represents and warrants to the Purchaser as follows:

(i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

(ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

(iii) There are no encumbrances upon the said Land or the Project;

(iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the said Flats/Shops/Units;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, the said Land and said Flats/Shops/Units are valid and subsisting and

have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and said Flats/Shops/Units 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(s) 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 said Land, including the Project and the said Flats/Shops/Units 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 Flats/Shops/Units to the purchaser in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed / completion certificate / occupation certificate the Promoter shall handover lawful, vacant, peaceful, physical possession of the said Flats/Shops/Units to the purchaser and the common areas only on execution of conveyance deed to the Association of the Purchasers or to the society of Purchasers;

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xi) The Promoter has duly paid and shall continue to pay and discharge all 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 till completion with Occupation Certificate of the said flat to the Purchaser;

(xii) 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 by or served upon the Promoter in respect of the said Land and/or the Project.

(xiii) On Any alteration to the structure by any of single Purchaser / Allottees the defect liability period of 5 years assured by the Promoter to Purchaser herein shall be treated as withdrawn and the Promoter shall be not liable for any defect liability to any of Purchaser of the project.

18. In case of Default by Promoter under the conditions listed above, The Purchaser is entitled to the following:

- i. Stop making further payments to Promoter as demanded by the Promoter. If the Purchaser stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Purchaser be required to make the next payment without any penal interest;
- ii. The Purchaser shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Purchaser under any head whatsoever towards the purchase of the Flats/Shops/Units, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice, Provided that where an Purchaser does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the said Flats/Shops/Units.

19. The Purchasers shall be considered under a condition of Default, on the occurrence of the following events:

- i. In case the Purchasers fails to make payments for 3 consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Purchasers shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
- ii. In case of Default by Purchasers under the condition listed above continues for a period beyond 1 consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the said Flats/Shops/Units in favour of the purchaser and refund the amount money paid to him by the Purchaser by deducting the booking amount or EMD as mentioned in Payment plan annexed and the interest liabilities and this Agreement shall thereupon stand terminated.

20. The Purchaser hereby give his/her/their express consent to The Promoter to raise any loans against the said plot and/or the said buildings under construction and to mortgage the same with any bank(s) or any other financial institutions or any other Party. This consent is on the express understanding that any such loan liability shall be cleared by The Promoter at their own expense on or before the formation of the Co-operative Society, Limited Company or other legal body.

21. The Promoter shall be entitled to offer possession of the Flats/Shops/Units of the said building as soon as the building is notified by the Promoter as ready for occupation, each of the Purchaser/s of premises in of the said building (including the Purchaser/s herein) shall pay their respective arrears of price payable by them within seven days of such demand served individually or put at some prominent place in the building. If the Purchaser/s fail/s to pay the arrears as aforesaid, the Promoter will be entitled to forfeit the amounts previously paid by the Purchaser/s who shall cease to have all rights in the premises to be taken by him/her. The Promoter shall be entitled to proceed with the construction work of the remaining building.

22. The Purchaser is entering into this Agreement for the allotment of a Said Flats/Shops/Units with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Purchaser hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Flats/Shops/Units, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Said Flats/Shops/Units at his/ her/their own cost.

23. The Promoter shall in respect of any amount payable by the Purchaser/s under the terms and conditions of this Agreement have a first lien and charge on the said Flats/Shops/Units agreed to be acquire by the Purchaser/s.

24. The Promoter shall not be liable for any loss caused by fire, riot, strikes, earthquakes or due to any other cause whatsoever after handing over possession of the Flats/Shops/Units to the Purchaser/s.

25. It is specifically agreed & Understand by & between the Purchaser, and The Promoter that at the time of obtaining occupancy for the said buildings / Project from concerned authorities If any betterment charges or Development/Infrastructure charges or any other taxes or payments of similar nature become payable by the Promoter & the

same shall be paid or reimburse by the purchaser/s to the Promoter in the proportion to the area of the Flats/Shops/Units agree to be purchased by the purchaser/s and for determining such amount. The decision of The Promoter shall be conclusive and & binding upon the purchaser/s.

26. The Promoter shall be at liberty to hand over possession of the said Flats/Shops/Units to the Purchaser even though permanent electricity connection / water connection is not sanctioned by the respective authorities. The Purchaser shall not be entitled to make any claim/demand on The Promoter for the delay in getting the permanent electric connections / water connection. On The Promoter offering possession of the said Flats/Shops/Units to the Purchaser, the Purchaser shall be liable to bear and pay his/her/their proportionate share in the consumption of electricity / water. The Promoter upon obtaining the occupancy or completion certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the said flat to the Purchaser in terms of this agreement to be taken over within 15 (fifteen) days months from date of issue of such notice and promoter shall give the possession of the said Flats/Shops/Units to the Purchaser. The Promoter undertakes to indemnify the purchaser in case of failure of fulfillment of any of these provisions, formalities, documentations on the part of promoter. The Purchaser agree(s) to pay the maintenance charges as demanded by the Promoter or association of Person(s)/ Purchaser(s), society of Purchasers(s) as the case may be. The Promoter on this behalf shall offer the possession to the Purchaser(s) in writing within 7 days of receiving the Occupation/Completion Certificate.

27 Nothing contained in these presents shall be constructed to confer upon the Purchaser any right, title or interest of any kind whatsoever into or over the said Flats/Shops/Units or the building or any part thereof, such conferment shall take place only upon the execution of conveyance in favour of Co-op Housing Society, apartment owners association or any incorporated body to be formed by the Purchaser(s) of different Flats/Shops/Units in the said building as hereinafter stated.

28. In the event of any portion of the said land being required by any local or government authority The Promoter shall be entitled to give such portion to the said authority or any other body for such purposes on terms and conditions as such The Promoter shall think fit.

29. Even after the formation of the private limited company or a co-operative housing society, the Purchaser shall have no claim save and except in respect of the particular Flats/Shops/Units hereby agreed to be acquired i.e. all open spaces, lobbies, staircases, etc. will remain the property of The Promoter until the said land is transferred to the proposed Co-op Housing Society/Apartment Owners Association or a limited company as hereinafter mentioned but subject to the rights of The Promoter as mentioned in clause above.

30. The Purchaser shall take possession of the said Flats/Shops/Units within 15 (fifteen) days of written notice from the Promoter to the Purchaser intimating that the said Flats/Shops/Units are ready for use and occupancy.

31. Upon receiving a written intimation from the Promoter as per above clause, The Purchaser shall take possession from the Promoter by executing necessary indemnities, affidavits and undertakings with all such other documentations as required by the Promoter. In case of Purchaser fail to take possession within the time provided in this agreement, then such purchasers shall continue to pay maintenance charges as applicable.

32. The Purchaser hereby agrees and confirms that the said building shall be known as "Shriniwas" societies or any other organisation shall always bear the name of "Shriniwas".

33. The promoter shall maintain a separate account in respect of the 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 outgoing, legal charges and shall utilize the amounts only for the purpose of which they have been received.

34. The provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchaser, in case of transfer, as the said obligations go along with the said Flats/Shops/Units for all intents and purposes.

35. The Purchaser hereby declares that he shall not in any case interfere with the development activity undertaken in respect of this project and also more particularly for the said Flats/Shops/Units.

36. In case if Purchaser wishes to make a site visit, prior written permission from the Promoter is necessary. Promoter shall not be responsible for any accident or mishap that may happen on site either to purchaser or to any of his family members or friends.

37. It is hereby agreed that The Promoter shall be entitled to sell the Flats/Shops/Units in the building to any persons or body corporate of their choice.

38. As soon as the building is notified by The Promoter as complete, each of the balance Flats/Shops/Units owners (including the purchaser) shall pay the respective arrears of price payable by him/her/them within fifteen days of such notice served individually or put up at some conspicuous place in the building. If the Purchaser fails to pay the respective arrears as aforesaid, The Promoter will be entitled to forfeit amounts previously paid by the Purchaser who shall lose all rights in the Flats/Shops/Units to be taken by him/her/them.

39. The Promoter will not handover possession of Flats/Shops/Units unless and until all payments required making under this agreement by the Purchaser have been made to the Promoters.

40. The Promoter shall in respect of any amount to be paid by the Purchaser under the terms and conditions of this agreement have a first lien and charge on the said Flats/Shops/Units agreed to acquire by the Purchaser.

41. The Promoters will have exclusive right over the unsold Flats/Shops/Units/Garage even after execution of conveyance in favour of the Society without charging any premium except for the entrance fee and share money.

42. So long as each Flats/Shops/Units in the said building shall not separately be assessed for local tax and water tax, the Purchaser shall pay a proportionate share of the water and Municipal taxes assessed on the whole buildings/project provided however, that if any special taxes and/or rates are demanded by Municipal corporation or any other authority by reason of any permitted use of the said Flats/Shops/Units, the Purchaser shall alone bear and pay such special taxes and rates. The Purchaser shall observe and perform all rules and regulation of town planning and revenue authorities, Municipal corporation and other statutory bodies.

43. The Purchaser shall maintain at his/ her/ their own costs, the Flats/Shops/Units purchased by him/ her/ them in the same good conditions, state and order in which it is delivered to him/ her/ them and shall abide by all bye laws, rules and regulations of the Municipal Corporation, Government, town planning authorities, local authorities, MSEB, registrar of co-operative housing societies or any other authorities and local bodies and shall attend, answer and be responsible for all notices, violations of any of rules or bye-laws and shall observe and perform all the terms and conditions contained in this agreement. The Purchaser/s or himself/herself/themselves with intention to bring all persons into whosoever hands the Flats/Shops/Units may come, doth hereby covenant with the Promoters as follows:-

- (a) To maintain the Flats/Shops/Units at Purchaser's own cost any good tenantable repair and condition from the date of possession of the Flats/Shops/Units is taken and shall not do or suffered to be done anything in or to the building in which the Flats/Shops/Units is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the building in which the Flats/Shops/Units is situated and the Flats/Shops/Units itself or any part thereof.
- (b) To carry at his own cost all internal repairs to the said Flats/Shops/Units and maintain the Flats/Shops/Units in the same conditions, state and order in which it was delivered by the Promoters to the Purchaser and shall not do or suffering to be done anything in or to the building in which the Flats/Shops/Units is situated or the Flats/Shops/Units which may be given the rules and regulations and bye-laws of the concerned local authority or other public authority. And 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.
- (c) Not to demolish or cause to be demolished the Flats/Shops/Units 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 Flats/Shops/Units or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flats/Shops/Units is situated and shall keep the portion, sewers, drains pipes in the Flats/Shops/Units and 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 Flats/Shops/Units is situated and shall not chisel or in

any other manner damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flats/Shops/Units without the prior written permission of the Promoters and/or the Society.

- (d) Not to do or permit to be done any Act or thing which may render void or voidable any insurance of the said land and the building in which the Flats/Shops/Units is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.
- (e) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flats/Shops/Units in the compound or any portion of the said land and the building in which the Flats/Shops/Units is situated.
- (f) Pay to the Promoters within 7 days of demand by the Promoters, his share of security deposit demanded by concerned local authority or Government or giving water, electricity or any other serve connection to the building in which the Flats/Shops/Units is situated.
- (g) To bear and pay increase in local taxes, water charges, insurance and such other levy's, 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 Flats/Shops/Units by the Purchaser viz. Power for any purposes other than for residential purpose.
- (h) The Purchaser shall not let, sub-let, transfer, assign or part with Purchaser interest or benefit factor of this Agreement or part with the possession of the Flats/Shops/Units unit all the dues payable by the Purchaser to the Promoters under this Agreement are fully paid up and only if the Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has intimated in writing to the Promoters.
- (i) The Purchaser shall not change the user of the said Flats/Shops/Units.
- (j) The Purchaser shall observe and perform all the rules and regulations which the Association and/or Federation of Housing Society 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

Flats/Shops/Units 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 Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the Flats/Shops/Units in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

(k) The Purchasers shall not enclose and/or carry out any permanent structure to balcony, Flower beds with Grills, without written permission of Promoters and under no circumstances Purchasers shall change and/or alter exterior design of the building wherein Flats/Shops/Units agreed to be purchased by him/her/them.

44. The terrace space in front of or adjacent to the terrace Flats/Shops/Units, if any, in the said building shall belong exclusively to the respective Purchasers of the terrace Flats/Shops/Units and such terrace spaces are intended for the exclusive use of the respective terrace Purchaser. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the Promoters or the said Organization as the case may be.

45. The Purchaser hereby agree/s to any and all the amounts payable under the terms of this agreement as and when they become due and payable, time in this respect being the essence of the contract. Further The Promoter are not bound to give any notice requiring such payment and failure thereof shall not be pleaded as an excuse for non-payment of any amount or amounts on the respective due dates. The Purchaser agree/s to pay to The Promoter interest at the rate of 24% per annum on all delayed payments under the terms of this agreement from the date of the said amount is payable by the Purchaser to the Promoters. Charging of interest shall not absolve The Promoter right to cancel the agreement as mentioned herein above.

46. The Purchaser hereby covenant/s with The Promoter to pay amounts liable to be paid by the Purchaser as agreed under this agreement and to observe and perform the covenants and keep The Promoter indemnified against the said payments and observance and performance of the said covenants and conditions.

47. The Purchaser hereby agrees/s and undertakes to be a member/s of the Co-operative Housing Society or Apartment Owners Association or any incorporated body

to be formed in the manner hereinafter appearing and also from time to time to sign and execute the application for registration, other papers and documents necessary for the formation and registration of such association for incorporated body including bye-laws of such associations and duly fill in, sign and return within 7 (seven) days of the same being forwarded by The Promoter to the Purchaser. No objection shall be taken by the Purchaser if changes or modification are made in the draft byelaws as may be required by the registrar of co-operative societies or any other competent authority. The Purchaser shall be bound from time to time to sign all papers and documents and to do all other things as The Promoter may require him/ her/ them to do from time to time for safeguarding the interest of the Purchaser of the Flats/Shops/Units in the said building.

48. The name of the society or any other society shall be "Shriniwas" decided by The Promoter and the Purchaser shall not be entitled to change such name in future at any time. It is also mutually agreed by and between The Promoter and the Purchaser that The Promoter shall have exclusive right to use its own logo along with name of the society organization or Company and under no circumstances, either the Purchaser or the society of the Purchasers of the flats in the said building shall be entitled to remove or change the same from the said buildings.

49. It is hereby agreed by and between the parties that till the date of getting water supply from the authority the Purchaser in the proposed society on their own and at their own cost shall make alternative arrangement for water supply and to which The Promoter shall not be held responsible in any manner whatsoever.

50. The Promoter shall not be liable to pay any maintenance or common expenses in respect of the unsold premises in the said buildings. The Purchaser undertake to pay increase in 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.

51. The Promoters may at their discretion change/modify Layout without changing area agreed to be provided to the Purchased by the Purchaser in building/s to be constructed on Plot of Land more particularly described in the Schedule hereunder written.

52. The Promoter shall not be bound to carry out any extra additional work for the Purchaser without there being a written acceptance by The Promoter to carry out the

said additional extra work for the Purchaser which again shall be at the sole discretion of the Promoters. If The Promoter have agreed to do any additional extra work for the Purchaser, the Purchaser shall deposit the amount within 7 (Seven) days from the date when The Promoter inform the Purchaser the estimated cost for carrying out the said additional extra work. If the Purchaser fails to deposit the estimated cost for carrying out the said additional extra work of the Purchaser agreed to be carried out by the Promoters, then The Promoter shall not be liable to carry out the additional/extra work in the Flats/Shops/Units of the Purchaser.

53. The Purchaser shall permit The Promoter and their servants or agents with or without workman and others at all reasonable times to enter into and upon his/ her/ their Flats/Shops/Units or any part thereof to view and examine the state and condition thereof and the Purchaser agrees to make good within two months all defects, delay, and want of repairs of which notice in writing shall be given by The Promoter to the Purchaser.

54. The Purchaser shall permit The Promoter and their servants or agents with or without workman and others at all reasonable times to enter into and upon Flats/Shops/Units or any part thereof for the purpose of repairing any part of the building and for the purpose of making repairing, maintaining, rebuilding, cleaning lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wire, structure or other convenience belonging to or serving or used for the said building and also for the purpose of laying down, maintaining, repairing and testing drainage, gas and water pipes and electric wires and similar purpose provided two days notice is given to the Purchaser in respect thereof.

55. The Purchaser shall at no time demand partition of his/ her/ their interest in the said building, it being hereby agreed by the Purchaser that his/ her/ their interest in the said building is impartible and it is agreed that The Promoter shall not be liable to execute conveyance or assignment or any other documents in respect of the said Flats/Shops/Units in favour of the Purchaser.

56. After the possession of the said Flats/Shops/Units is handed over to the Purchaser(s) if any additions or alterations in or about or relating to the said building or thereafter is required to be carried out by the government, town planning authorities or any other statutory authority, the same shall be carried out by the Purchaser in

cooperation with the Purchasers in the said building at their own cost and Promoters shall not be in any manner liable or responsible for the same.

57. All the Municipal Corporation taxes, revenue taxes and outgoing in respect of the said building and/ or the said portion on which the said building stands shall be borne by all the Purchaser(s) of the Flats/Shops/Units and or by the Cooperative Housing Society or Apartment Owners Association to be formed by the said Purchaser(s). Any tax and/or any outgoing payable in respect of the said land shall be borne by and paid by the Purchaser(s), in the said building or by the Co-operative Housing Society or Apartment Owners Association to be formed by them. Such payment shall be made forth with on demand by the Promoters.

58. In the event of The Promoter conveying the said land to the Co-operative Housing Society or Apartment Owners Association or any corporate body to be formed, The Promoter shall have a right to dispose of the remaining Flats/Shops/Units in the buildings in such a manner as they shall think fit and the sale proceeds thereof shall belong absolutely to The Promoter and the Purchaser(s) of such remaining flat shall be accepted as members without demanding any transfer charges of Co- operative Housing Society or Apartment Owners Association or the body corporate.

59. If there is any increase in F.S.I. or any other benefits then such benefits shall go to the Promoters. The Purchaser(s) or the member(s) of the proposed co-operative society, limited company or legal body shall not raise any objections to The Promoter utilizing such increased FSI and/or using/ appropriating such benefits.

60. The fixtures, fittings and amenities to be provided by The Promoter in the Flats/Shops/Units and the said building are those that are set out in Annexure annexed hereto.

61. If the Purchaser neglects, omits or fails for reason whatsoever to pay The Promoter any of the amounts due and payable by the Purchaser under the terms and conditions of this agreement (whether before or after the delivery of the possession) within the time herein specified or if the Purchaser shall in any other way fail to perform or observe any of the covenants and stipulations his/her/their part therein contained or referred to, The Promoter shall be entitled to re-enter upon and resume possession of the said Flats/Shops/Units if possession is delivered prior thereto and this agreement shall cease and stand terminated and the earnest and/or deposit money and all other

amounts already paid by the Purchaser to The Promoter stand absolutely forfeited to The Promoter and the Purchaser shall have no claim for refund or payment of the said earnest and/or deposit money and all other amounts already paid by the Purchaser or any part thereof the Purchaser hereby agree/s to such forfeiture and all his/her/their rights, title and interest in the said Flats/Shops/Units and/or amounts already paid in such event the Purchaser shall also be liable to immediate removal as a trespasser but the right given by this clause to The Promoter shall be without prejudice to any other right, remedies and claims whatsoever at law or under this agreement of The Promoter against the Purchaser.

62. All the costs, charges and expenses in connection with the formation of the apartment owners association/cooperative Society or any incorporated body as well as the cost of preparing, engrossing, stamping and registering all the agreements conveyance or any other documents required to be executed by The Promoter or the Purchaser as well as the entire professional cost of the advocates solicitors of The Promoter in preparing and approving all such documents shall be born and paid by the society or the association or limited company or an incorporated body are proportionately by all the holders of the Flats/Shops/Units in the said buildings. The Promoter shall not contribute anything towards these expenses. The proportionate share of such cost charges and expenses payable by the purchaser shall be paid by him/her/them immediately on demand.

63. The purchaser/s agree that after taking possession of the said Flats/Shops/Units, if the Purchaser/s undertake/s or carries out any internal or external works in his/her Flats/Shops/Units and while carrying out such works, any damage or leakage is caused to the Flats/Shops/Units held by the other occupant/s in the said building, the purchaser/s shall rectify such leakages and /or rectify the defects at his/her own cost and expenses.

64. The purchaser agree/s that certain cracks may develop in the plaster or brickwork of the said Building on account of sinkage, shrinkage, breathing of plaster, which a common setting phenomenon, due to climate/weather conditions and The Promoter shall not be responsible for any reason whatsoever.

65. It is expressly agreed that the Promoters shall be entitled to put a hoardings, signboards, neon signboards, billboards and/or any other electronic media for advertisements etc. on the said property or on the building or on buildings on the said

property or may part of the buildings on the said property and the said hoarding may be illuminated or comprising of neon sign and for that purpose the Promoters are fully authorized to allow temporary or permanent construction or erection/installation of ceiling, poles, bar grills, frames either on the exterior of the said buildings of on the said property as the case may be and the Purchaser agrees not to object or dispute the same.

66. The possession of terrace above each building till the conveyance is executed by Promoters in favour of apex body or Association Housing Society shall remain with the Promoters and or their nominees. The Purchasers hereby irrevocably consent to the Promoters right to put hoardings, signage, mobile towers and all other advertisement materials which such third party or parties on such terms and conditions and consideration as may be deem fit by the Promoters even after conveyance. Similarly the Promoters shall have exclusive rights to give on lease side walls of each building for the advertisements and/or hoardings, signboards, neon signboards, billboards and /or any other electronic media for advertisements etc. of all buildings to be constructed on the said property.

67. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flats/Shops/Units or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Flats/Shops/Units hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Promoters until the said land and Building is transferred to the Housing Society as hereinbefore mentioned.

68. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Promoters.

69. The Purchaser and/or the Promoters shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

70. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms

thereof and the respective rights and obligations of the Parties, referred to the Mumbai Authority as per provisions of the Real Estate (Regulation and Development) Act, 2016 Rules and Regulations there under.

71. This agreement overrides all earlier correspondence and documentation and in case of any difference and contradictions with any earlier document executed the provisions of this agreement shall prevail.

72. The registration of this Agreement is compulsory and mandatory under the Indian Registration Act, and also under the Maharashtra Ownership Flat Act. 1993 within 4 months from the date of execution hereof failing which the same attracts penalty, The Purchaser shall at his/her/their cost lodge this Agreement within 4 months from the date hereof for registration with Sub-Registrar of Assurance at Badlapur and forthwith inform the Vendors, the serial number and the date under which the same is lodge to enable them to admit execution of the said agreement.

73. This agreement shall always be subject to provisions of the Maharashtra Ownership of Flats (regulation of the promotion of construction of construction, sale, management, and transfer) Act 1963 and Rules made there under along with The Maharashtra Real Estate (Regulation and Development Act, 2016).

74. That all notices to be served on the Purchaser(s) and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser(s) or the Promoter by Registered Post at their respective addresses specified below: Name of Purchaser: _____.
Address: _____

It shall be the duty of the Purchaser 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 Purchaser, as the case may be. In case of failure by the Purchaser to intimate the Promoter about the change in address, the Purchaser cannot claim any immunity or waiver on ground of "Not Good Service" in any legal recourse by Promoter.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THESE PIECE AND PARCEL of NON AGRICULTURAL LAND situated in the layout Survey No. 42, Plot No. 2 to 11 along with the Road Garden Rights totally admeasuring 4582.26 Sq.Yards equivalent to 3831.39 Sq.Meters of Village Belavali within the limit of Kulgaon-Badlapur Municipal Council, Taluka and Registration Sub-District of Badlapur, Dist. Thane and bounded as follows :

On or towards East : Existing culvert
On or towards West) : Amey Buiding.
On or towards North : Land bearing Survey No. 41/6 and 41/7
On or towards South : 30 meter wide road

THE SECOND SCHEDULE ABOVE REFERRED TO

Flat/Shops/Units No. _____, A-3 Building known as "Shriniwas" on the _____ floor admeasuring about _____ Square Meters Carpet area, along with _____ Square Meters balcony area, along with _____ Square Meters Cupboard area, along with _____ Square Meters adjoining Open Terrace area, along with _____ Square Meter adjoining flower bed area in the building, on the said land.

On the terms and conditions stated above both the parties have entered into this agreement and in witness thereof they have signed and completed this agreement at Badlapur on the day and year first herein above written.

SIGNED, SEALED AND DELIVERED)

By the withinnamed **"PROMOTERS"**

M/s. SHREE SADGURU CONSTRUCTIONS

(The authorised Representative)

Through its Partners

1) Mr. _____

In the presence of

1. _____)

2. _____)

SIGNED SEALED AND DELIVERED)

By the withinmaed **"PURCHASER"**)

_____)

_____)

_____)

In the presence of)

1. _____)

2. _____)

RECEIPT

RECEIVED from the withinnamed Purchasers the sum of Rs. _____/-
(Rupees _____ Only) paid by
him/her/them to us through Cash / Cheque / Demand draft no. _____ on
_____ day of _____, 20____, drawn from _____ Bank Ltd.,
_____ Branch, towards _____.

We say received.

The Promoters
(M/s. **SHREE SADGURU CONSTRUCTIONS.**)

PAYMENT SCHEDULE

SR. NO.	STAGE OF WORK	% OF AMOUNT DUE
1	Token / Booking / Earnest Money	10%
2	On Commencement of work	10%
3	On Completion of Plinth Work	25%
4	On Completion of 1st Slab	6.00%
5	On Completion of 2rd Slab	6.00%
6	On Completion of 3th Slab	6.00%
7	On Completion of 4th Slab	6.00%
8	On Completion of Brick Work	6.00%
9	On Completion of Internal Plastering work	5.00%
10	On Completion of External Plastering Work	5.00%
11	On Completion of Tilling Work	5.00%
12	On Completion of Electrical Work and Plumbing Work	5.00%
13	On Possession	5.00%
14	TOTAL	100.00%

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