

## **ALLOTMENT LETTER**

Date:- \_\_\_\_\_

To,

MR./MRS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### **SUBJECT : PROVISIONAL ALLOTMENT OF FLAT**

**Madam/Sir,**

This is to state that you are allotted **flat . \_\_\_\_\_ on \_\_\_\_\_ floor of Building known as “ PRAMOD SMRUTI” which is to have Total carpet area of \_\_\_\_\_ Sq. Mtrs.** constructed on Plot bearing S.No 334(old), Plot no. 19 & 23, C.T.S. No. 6371to 6376,6401 to 6407, Situated at to the East of division kokan village Navagoan Gaothan, Dombivli (w) taluka kalyan, District Thane 421202 within local limit of Kalyan Dombivli Municipal Corporation, (hereinafter referred to as "the said premises") for the consideration of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only).

The payment schedule and other terms and conditions of sale of Flat shall be drawn in the sale agreement and the purchaser agrees to comply with such terms and conditions and make the payment to the promoters strictly as per schedules mentioned in such sale agreement.

You are also liable and responsible to pay the GST, local body tax and other levies as may be levied by the central government, state government and semi-government authorities and on payment of the above sale consideration and above amounts the possession of the Flat will be handed over to you.

It is further informed to you that this offer of allotment is valid only till Execution of sale agreement and it will not amount to sale of the said Flat/ Shop till necessary sale agreement in pursuance of the provisions of MAHARERA Act 2016 is duly executed and if there is any delay in payment of consideration then this allotment will stand cancelled and the monies paid by you will be returned to you as per the provisions of MAHARERA Act 2016 and rules made there under.

Thanking You,

For **M/s. MATOSHREE CONSTRUCTION**

**Through Its Partner**

**SHRI. \_\_\_\_\_**

Authorized Signatory

## AGREEMENT FOR SALE

This article of agreement is made executed and entered into at Dombivli Tal: Kalyan Dist Thane on -----day of June 2014

Between

M/s Matoshree Construction a partnership firm, registered under the provision of the Indian partnership act, 1932 having its registered office at Vakratund society Trimurti co-operative Housing Society Limited Shivaji Path no: 2 Ganesh Nagar Dombivli (west) Tal: Kalyan 421202 acting through its partner \_\_\_\_\_ Age: \_\_\_\_ years referred as to VENDOR/ PROMOTER (which expression shall unless repugnant to the context mean and includes their successors, executors, administrators and assigns)

### THE PARTY OF THE FIRST PART

And

1. Mr/Mrs. \_\_\_\_\_ Indian National, \_\_\_\_\_ Adult, Aged: \_\_\_\_\_ Years, Occupation: \_\_\_\_\_ Residing at: \_\_\_\_\_

here in after referred as to PURCHASER/ Allottee (which expression shall unless repugnant to the context mean and includes his heirs, executors, administrators and assigns)

### THE PARTY OF THE SECOND PART

#### Whereas

- a. Smt. Shantabai Motiram Kathe and others are the owner and or otherwise well and sufficiently entitled to all the pieces and parcels of the Gavthan plots being lying and situate at village Navagaon Tal: Kalyan Dist: Thane bearing:

| Survey No | Plot no | Area       | Assessment |
|-----------|---------|------------|------------|
| 334       | 19      | 211sq Mt.  | 00-00-30   |
| 334       | 23      | 300 sq Mt. | 00-00-30   |

Within the limit of Municipal Corporation of Kalyan Dombivli Municipal Corporation and within the registration District Thane, Sub District Kalyan and more particularly described in the first schedule of the property and herein after for the sake of brevity called and referred as the said entire property.

b. The said entire property was the constructed and had a constructed building namely Pramod Niwas bearing House no: 406003656700 of the Kalyan Dombivli Municipal Corporation.

c. The said entire property is being very old and the Municipal Corporation also issued notice under Bombay Provincial Municipal Corporation Act, Section 264 (1) and (2) dated: 12/01/2006 declaring that the constructed property is dangerous one and is not worthy for dwelling and also directed to re-construct the same.

d. The owner of the said entire property was in the search of the developer with intention to develop the entire property. The present Vendor approached to the owner shown his intention to develop the entire property and the parties hereto have due deliberations and discussion and as a consequence thereof have arrived at an understanding which they have decided to reduce into writing and entered into agreement on 20/04/2005 herein after for the sake of brevity called and referred as the First Agreement. The said First agreement is registered under registration **SERIAL NO.: 1691/2005 Dated: 20/04/2005** in the office of Sub-Registrar Kalyan Tal: Kalyan Dist: Thane the copy of which is attached herewith and shall be the part of this agreement. As per the first agreement Vendor is ready and willing to develop the said entire property and the owner is ready and willing to transfer the said entire property.

i. As per the virtue of the said first Agreement the owner of the said entire property put the Vendor in actual possession of the said entire property.

ii. The said First Agreement also provided that the vendor shall prepare the building plan and same shall get approved from the authorities concerned and after the allotment of the flats to the tenants as agreed the vendor is entitled to sell the remaining constructed area as per his will and choice.

iii. As per the virtue of the First Agreement the vendor is entitled to develop the said entire property at his own cost and expenses and the vendor have exclusive rights to sell and transfer the flats, shops and other constructed areas and receive the sale price in respect of the entire property.

e. That the vendor entered into a standard agreement with an Architect Mr. Girish C. Nachane (a registered architect with the council of the architect) here in after referred as the architect as prescribed by the council of the architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act. 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under.

f. The vendor has appointed a structural engineer for the preparation of structural design and drawings of the building and the vendor has accepted the professional supervision of the Architect and structural engineer.

g. The vendor has appointed an Advocate Kavita S. Shah for the search of the title of the entire property and the Advocate has taken search of the entire property and the search report has given and the same is attached herewith. The vendor also appointed an advocate Moreshwar L. Mhatre who has issued certificate showing the nature of the title.

h. The architect and the structural engineer prepared the plan and structural design and submitted to the Municipal Corporation of the Kalyan Dombivli and the same has been sanctioned by the Kalyan Dombivli Municipal Corporation by its vide permission No: KDMC/NRV/BP/DOM/196-51 Dated: 9<sup>th</sup> June 2010.

i. While sanctioning the said plans the concerned local authority and or government have laid down certain terms, conditions, and restrictions which are to be observed and performed by the vendor while developing the said entire property and upon the observation of the terms, conditions, stipulation and restrictions and performance of which only the completion and the occupation certificate in respect of the said entire property shall be granted by the concerned authority.

j. The vendor has accordingly commenced construction of the said entire property as per the terms, conditions, stipulations and restrictions laid down by the local authority and/ or government and according to the plan and structural design.

k. **AND WHEREAS** the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_ no. \_\_\_\_\_ Authenticated copy is attached in Annexure “\_\_”.

l. The purchaser has shown his willingness and applied to the vendor for booking of a residential flat in the newly constructed building on the said entire property.

m. Prior to making application as aforesaid as required by the provisions of Maharashtra co-operative Societies Act, 1960. (Maharashtra Act No: XXIV) and the Urban Land (Ceiling and Regulation) Act, 1976 the flat purchaser has made a declaration to the effect firstly that neither the flat purchaser nor the members of the family (Family as defined under the Urban Land (Ceiling and Regulation) Act, 1976 of the flat / shop purchaser own a house or a building within the limits of the Ulhasnagar urban agglomeration.

n. That the purchaser is aware that the vendor will enter into separate agreement substantially in the format prescribed under the MAHARASHTRA OWNERSHIP OF FLATS (REGULATION OF THE PROMOTION OF CONSTRUCTION SALE MANAGEMENT AND TRANSFER) ACT, 1963 with several

purchaser of the flats on ownership basis for such consideration and on the same terms and condition herein contained subject to such modification as may be necessary or considered desirable or proper by the Vendor.

o. That the purchaser has demanded from the vendor and the vendor has given inspection to the purchaser of all the documents relating to the said entire property and the layout plan, CC, design and specification prepared by the architect and all other documents as specified under the MAHARASHTRA OWNERSHIP OF FLATS (REGULATION OF THE PROMOTION OF CONSTRUCTION SALE MANAGEMENT AND TRANSFER) ACT, 1963 as amended from time to time and the rule made there under and the vendor has supplied to the purchaser copies of such documents as per the rule mentioned above as demanded by the purchaser. The purchaser has seen the building plan in respect of the said entire property at present approved by the municipal corporation of Kalyan and Dombivli. The purchaser hereby confirms that the Vendor have produced for inspection of the purchaser all documents and have made full and true disclosure as demanded by the purchaser and the purchaser is satisfied with the same and have no further or other information, documents to be required from the Vendor.

p. That by executing this agreement the purchaser accorded his consent as required under section 7 of the MAHARASHTRA OWNERSHIP OF FLATS (REGULATION OF THE PROMOTION OF CONSTRUCTION, SALE, MANAGEMENT AND TRANSFER) ACT, 1963 whereby the Vendor are entitled to make such alteration in the structure in respect of the said flats agreed to be purchased by the purchaser and /or other alteration or additions in the structure of the buildings as may be necessary and expedient in the opinion of the Architect/Engineer.

q. That the purchaser has seen the site of the said entire property and the work of the construction of the said entire property being in progress and is satisfied with the quality of the work and has approved the same.

r. That the Vendor is going to provide the amenities as mentioned in Annexure attached herewith as list of amenities and shall forms the part of this agreement.

s. That the purchaser has full knowledge of the project outline and all terms and conditions and covenants contained in the papers plan and approvals referred hereto and agreed to purchase and acquire from the Vendor at and for the agreed price and consideration and upon and subject to the terms and conditions and covenants herein contained.

NOW THIS PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. The vendor shall under the normal circumstances construct or get constructed the said entire property consisting of ground plus several upper

floors in accordance with the plans, design and specifications approved by the concerned local authority or/ and by the government and the purchaser has been inspected the original commencement certificate prior to execution of this agreement. That the purchaser hereby agrees to the Vendor making such variation, modification and addition in the layout plan, building plan and in the said entire property including the premises as the vendor or architect or engineer may consider necessary or expedient by or as may be required by any public or local authority or Government and this shall be irrevocable consent of the purchaser.

2. The purchaser hereby agrees to purchase from the vendor and the vendor hereby agrees to sell to the purchaser flat bearing no:\_\_\_\_\_ on \_\_\_\_\_floor admeasuring area \_\_\_\_\_ Sq. Mtr. Carpet area ( "Carpet Area" means the net usable floor area of the Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee/s or Cornice/ veranda area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the Flat) and facilities which are more particularly described in the amenities and fittings a list of which attached herewith and marked as Annexure A; as shown in the floor plan attached hereto for the price of Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ only).
3. The purchaser hereby agrees and undertakes to pay to the Vendor the consideration Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ only) in the following installments in the following percentage of the consideration price.
  - a. Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ only) an amount equal to 20% of the total price paid on or before an execution of these presents.
  - b. Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ only) an amount equal to 15% of the total price paid on or before laying of the plinth.
  - c. Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ only) an amount equal to 30% of the total price paid on or before laying of the slabs of the building.
  - d. Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ only) an amount equal to 10% of the total price paid on or before commencement of the bricks work.
  - e. Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ only) an amount equal to 10% of the total price paid on or before the time of fixing of doors and windows.
  - f. Rs. \_\_\_\_\_/-( \_\_\_\_\_ only) an amount equal to 5% of the total price to be paid on or before the time of flooring work.
  - g. Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ only) an amount equal to 5% of the total price to be paid on or before the time of plaster work.
  - h. Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ only) an amount equal to 5% of the total price to be paid at the time of the possession of the said flat.

i. That all the payments as above mentioned shall be made or cheques to be drawn by the purchaser in favour of the M/s Matoshree Construction.

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

4. The purchaser hereby agrees and has knowledge that the time of payment is the essence stipulation of this agreement and undertakes to pay the consideration price to the Vendor as per the schedule mentioned above without delay. If the purchaser delays to pay any installment of the consideration amount as per the schedule mentioned above to the vendor the purchaser shall be liable to pay Rs. 24% interest per annum on the outstanding delayed installment amount. The vendor hereby agrees to observe, perform and comply with all the terms, conditions, stipulations, and restrictions if any which may have been imposed by the concerned authorities or the Government at the time of sanctioning the plans or thereafter and shall before handing over the possession of the said flat to the purchaser and also obtain from the concerned local authority occupation and or completion certificate in respect of the said flat. Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

5.

6. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2 of this Agreement.

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

8. Before taking possession of the said flat and thereafter whenever required by the Vendor the purchaser shall sign and deliver to the vendor:

a. All writings and papers as may be necessary including letters of possession and for electricity meter, transfer forms, affidavits and other papers for the formation and the registration of the proposed society here in after referred as proposed society.

b. A specific undertaking that the purchaser will not obstruct, hinder or interfere with the continuance of resumption of development of the remaining portion of the said property or with the development of the remaining portion of the entire property, the infrastructure and the amenities plots and envisaged under the scheme of the development;

c. The purchaser shall pay to the vendor all the charges and or deposits payable to the concerned authorities or deposit for water connections and electricity meter charges which become payable in respect of the said flat or the same shall be reimbursed to the vendor by the purchaser.

d. The purchaser shall also pay proportion share in respect of all payments made or required to be made, by way of betterment charges, development charges, contributions, municipal taxes, property taxes and any other taxes and cess in respect of the developed building under construction rates, cesses, charges and any other revised demanded by any other statutory bodies / authority and shall not raise any objection in respect thereof.

9. If the Promoter fails to abide by the time schedule for completing the project and handing over the Flat/ Shop (Apartment) to the Allottee, the Promoter

agrees to pay to the Allottee, who does not intend to withdraw from the project, interest rate of (i) 2% (two percent) above the then existing SBI MCLR (State Bank of India – Marginal Cost of Lending Rate) per annum or (ii) such other rate of interest higher/ lower than 2% as may be prescribed under the Act/ Rules, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest rate of (i) 2% (two percent) above the then existing SBI MCLR (State Bank of India – Marginal Cost of Lending Rate) per annum or (ii) such other rate of interest higher/ lower than 2% as may be prescribed under the Act/ Rules, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.

10. The Promoter shall give possession of the Flat/ Shop (Apartment) to the Allottee on or before \_\_\_\_\_ to the Purchaser/s being in compliance of all its obligations under this Agreement including timely payments of amounts. If the Promoter fails or neglects to give possession of the Flat/ Shop (Apartment) to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Flat (Apartment) with interest at the same rate as may mentioned in the clause 9 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

- (i) War, civil commotion or act of God;
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (iii) Non- availability of steel, cement other building materials, water or electric supply and labour.

11. That purchaser shall take possession of the said flat within 15 days of the vendor giving notice to the purchaser intimating that the said flat is ready for use and occupation.

12. That commencing a week after notice is given by the vendor intimating that the said flat is ready for use and occupation the purchaser shall be liable to bear and pay the proportionate share (i.e. proportionate to the floor area of the said flat) of outgoings in respect of the said entire property and buildings viz. local taxes, betterment charges, or such other levies by the concerned local authority and or government water charges, insurance, common lights, repairs salaries of watchman and other charges or payments and expenses necessary

and incidental to the management and maintenance of the said entire property and building. Until the society is formed and the said entire property along with buildings is transferred to it the purchaser shall pay to the vendor such proportionate share of outgoing as may be determined. The purchaser further agrees that till the purchasers share is determined the purchaser shall pay to the vendor provisional monthly contribution of Rs. 1000/- (Rupees One Thousand only) per month towards the outgoings from the date on which same shall become payable. The amounts so paid by the purchaser to the vendor shall not carry any interest and remained with the vendor until the conveyance of the society and after such conveyance the vendor shall pay the so collected amount after deduction of the charges and expenses and legal cost necessary for the formation of the society directly to the newly formed society.

13. That the purchaser along with other purchaser of the developed buildings shall join for the registration of the society to be known by the name of PRAMOD SMRUTI and also from time to time sign and execute the application for the registration and or membership and other papers and documents necessary for the formation and the society and for becoming a member including the bye laws of the proposed society duly fill in sign and return to the vendor so as to enable the vendor to registered the society of the purchasers.

14. If within a period of five years from the date of handing over the Flat/ Shop(Apartment) to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Flat/ Shop (Apartment) or the building in which the Flat/ Shops (Apartments) 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 however, Parties agree and confirm that the decision of the Developer's architect shall be final in deciding whether there is any actual structural defect in the Flat or defective material being used or regarding workmanship, quality or provision of service. In case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

15. That unless it is otherwise agreed to by and between the parties hereto the vendor shall within twelve months of the registration of the society as aforesaid cause to be transferred to the said society all rights titles and interest of the vendor and the original owner in all the parts of the said entire property together with buildings by obtaining or executing the necessary conveyance of the said entire property for or to the extent as may be permitted by the authorities and the said in favour of such society as the case may be such conveyance shall be in keeping with the terms and provisions of this agreement.

16. That it is expressly agreed by the purchaser that the purchaser shall have no claim save and except in respect of the said flat hereby agreed to be sold to

him and all open spaces, parking spaces, lobbies, staircase, recreation spaces etc. will remain the property of the vendor until the said entire property along with the developed building is transferred to the society as herein mentioned.

17. It is expressly agreed that the purchaser shall on the delivery of possession of the said premises and /or eight days after notice is given by the vendor to the purchaser that the said premises is ready for use whichever being earlier shall pay the vendor share of amount for the purpose of the share money, application, entrance fee of the society, towards non- refundable deposits for formation and registration of the Co-Operative Society and organization towards legal charges, installation of water meter, electric meter, transformer, development charges, and towards twelve months advance maintenance charges.

18. That the vendor shall become member of the proposed society in respect of the unsold flats. If the vendor transfers, assigns and dispose of the said unallotted terrace, parapet walls or other specified of spaces as restricted premises for at any time to anybody the assignee, transferee and or purchaser thereof shall be admitted as members of the proposed society. The purchaser will have no right to raise any objection to admit such assignee or transferee or purchaser as member of the proposed society.

It is specifically agreed that the vendor shall be entitled at the sole and exclusive option to form a single co-operative society of all the entire property or buildings to be constructed. The vendor shall also at their sole and exclusive option be entitled to form different co-operative societies.

19. It is expressly agreed that the vendor shall always have a right and be entitled even after the execution of the conveyance in respect of the said entire property and/or any part thereof and the building constructed thereon and/or on parapet wall of the buildings including terrace in favour of the co-operative society to put hoardings comprising neon sign and for that purpose the vendor allow any temporary or permanent construction or erection. It is expressly agreed that the vendor shall be entitled to sell to any person including legal persons hoarding rights including rights to put up hoardings in the compound and on terrace of the buildings and further the vendor will be entitled to use or allowed to be used to third parties to use any part of the for installation cables, satellite, communication equipment, cellular telephone equipment, or any other installation on the buildings to be constructed on the said entire property.

20. That the Advocate of the Vendor shall prepare all documents to be executed in pursuance of this agreement as also bye-laws in connection with the formation, registration and /or incorporation of the co-operative Society or any other organization.

21. The non-refundable deposits if any demanded by or paid to Kalyan Dombivli municipal corporation and /or concerned authorities for the purpose of sanctioning the plans and /or issuing the commencement certificated and/ or

occupation certificate and for giving water connection and for any other purpose shall be payable by all the purchaser in proportion to their respective carpet areas.

22. If any time any further tax and / or charges and / or betterment charges or other levy are charged, levied or sought to be recovered by Kalyan Dombivli municipal corporation, Government and /or any other authorities in respect of the said entire property or any part thereof same shall be borne and paid by all the purchaser in proportion to their respective carpet areas of their flats.

23. It is clearly understood and agreed by and between the parties hereto that the Vendor shall have the unqualified and unfettered right to sell or transfer, lease or give on license basis, assign or otherwise deal with or dispose of to anyone of their choice the terrace above the top floor of the buildings to be constructed subject to the necessary means of access to be permitted for the repairs. The purchaser of such terrace shall be entitled to use of the same for all purpose whatsoever as permissible by laws; however the purchaser shall not enclose or cover the said terrace without the written permission of the Vendor and/or the society.

24. Notwithstanding anything contained in this agreement or any other document to be executed in future in respect of the said entire property the Vendor shall always have first charge on the said entire property to be acquired by the purchaser for recovery of all the amounts payable by the purchaser under this agreement or otherwise.

25. Any delay tolerated or indulgence shown by the vendor in enforcing the terms of this agreement or any forbearance of giving of time to the purchaser shall not be construed as a waiver on the part of the vendor and any breach or non-compliance of any of the terms and conditions of this agreement nor shall be in any manner prejudice the right of the Vendor.

26. That the purchaser shall not use or cause to be used said premises of the entire property for any other purpose other than for the purpose which is allotted and the spaces other than allotted to the purchaser such as car parking, vacant spaces or any part thereof for any immoral or illegal purpose or in manner which may be or is likely to cause nuisance of annoyance to the occupier of other flat and other buildings or to the vendor or occupier of the neighboring buildings. The purchaser shall not undertake any structural changes in the said entire property and shall be entitled to do only necessary interior works and repairs.

27. It is expressly agreed between the parties hereto that any portion of the entire property acquired by the Government and any compensatory FSI or any other benefit in respect of such acquisition given in respect thereof the vendor shall be entitled to receive all benefits which may be permitted; it is also expressly agreed Vendor have right to obtain the Transferable Development Right from other sources to be used and utilized on the said entire property.

28. That the purchaser hereby further covenants with the Vendor that:

a. The purchaser shall within eight days of the receipt of the notice stating intimation of ready of the said flat for use maintain the said premises at his own cost in a good condition and shall not do or suffer to be done anything in or to the said premises and or common passage or the compound which may be against the rules or bye laws of the municipal corporation any other statutory authority and shall also comply with the orders passed by the government.

b. The purchaser shall maintain the said premises in the same form as the promoters constructs it and shall not at any time affect / alter the size and position of any windows of the newly constructed building without the prior consent in writing from the vendor or the concerned authorities.

c. The purchaser shall if required at his own cost fit the external grills to the window of the design size material and colour as stipulated by the Vendor and which shall be uniform for all the other purchasers and shall fit it them at the position and location as stipulated by the vendors

d. The purchaser shall not to store in the said flat any goods which are hazardous combustible or of dangerous nature or are so heavy as to damage any part of the buildings or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floor which may damage or likely to damage the stair cases common passage or any other structure of the building and in case any damage is caused to the building on account of negligence or default of the purchaser in this behalf the purchaser shall be liable for the consequences of the breach or damage.

e. The purchaser shall not to do or suffer to be done anything in or the building in which the said premises is situated or in the said premises which may be against 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 of the 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.

f. The purchaser shall not to do or permit to be done any act or things which may render void or voidable any insurance of the building or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance

g. The purchaser not to demolish or cause to be demolished the said entire property 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 entire property or any part thereof nor any alteration in which the elevation and outside colour scheme of the building is affect and keep the portion, sewer, drains pipes, in the said entire property 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 said entire property are situated and not to chisel or in any other manner cause damage to column, beams, walls slabs, or RCC or other structural chambers in the said entire property with our prior written permission of the Vendor and the society of any other local authorities and or any other public bodies.

h. The purchaser shall observe and perform all the Rules and Regulations and Bye-laws for the time being of the concerned local bodies and of the governments and other public authorities in matter of use and enjoyment of the premises.

i. The purchaser shall not at any time cause or permit to cause any private or public nuisance in or upon the entire property or building and or any part thereof or do anything which shall cause an annoyance, inconvenience, suffering, hardship of disturbance to any occupants or the Vendor.

j. The purchaser shall bear and pay taxes, cess, charges or and any other legal outgoings and the increase thereof which are imposed by any local or concerned authority on account of the use of the said flat and if the purchaser has changes the use of the said flat other than the residential purpose then the purchaser shall be liable to pay the taxes, cess, charges or and any other legal outgoings and the increase thereof which are imposed by any local or concerned authority on account of change in use.

k. The purchaser shall hereby expressly gives consent that any taxes, cess, charges or and any other legal outgoings present or future and the increase thereof imposed by any local or concerned authority or by the Government paid by the purchaser and the vendor is not responsible for the same and the Vendor shall have right to recover the same from the purchaser.

29. The Purchaser have personally seen, inspected and examined all the documents and the said flat, its construction, workmanship, design, condition and has got fully satisfied and expressly hereby accepted all its construction, workmanship, design, condition and declares that no further work and /or things need to be done by the vendor and the same have been completed in all respect.

30. In case of any disputes, doubts or differences arising between the parties hereto in respect of any of the terms and conditions of this agreement in respect of interpretation of any of the terms or conditions of this presents in respect of any other matter, cause or things whatsoever not contained herein otherwise provided for regarding to this agreement the same shall be referred to adjudication to the Arbitration subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force and the Vendor shall appoint sole arbitrator and the decision of the said sole Arbitrator shall be binding upon the parties.

31. That all cost and expenses incidental for preparation and registration of this Agreement for sale i.e. stamp duty, registration charges, writing charges and any other incidental charges and the expenses shall be paid and borne by the purchaser and the Vendor shall not be liable to bear anything towards such expenses.

**THE FIRST SCHEDULE OF THE PROPERTY:**

All that piece and parcel of gavthan plot lying, being and situate at Revenue village Navagaon Tal: Kalyan Dist: Thane bearing survey No: 334 and having plot No: 19 and 23 admeasuring 0-02-11 **caaOrsa vaar** within the limit of municipal corporation of Kalyan Dombivli Municipal corporation and within the registration District Thane, Sub District Kalyan herein after and bounded as follow:

By East: Gurudatta Pooja building

By West: Prajapati Niwas

By South: Public Road

By North: Rajan Choudhari Chawl

**THE SECOND SCHEDULE OF THE PROPERTY**

All that the piece and parcel of self-contained residential flat no: 202 on Second floor admeasuring (i) **Carpet Area** of the Flat is \_\_\_\_\_ square meters ("Carpet Area" means the net usable floor area of the Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Purchaser/s or veranda area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the Flat / shop) and (ii) **Exclusive Areas** of the said Flat is \_\_\_\_\_ square meters "Exclusive Areas" means exclusive balcony appurtenant to the said Flat for exclusive use of the Purchaser/s or veranda or cornice area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Purchaser/s. (iii) **Total area** of flat admeasures \_\_\_\_\_ square meters. in the building known as Pramod Smruti constructed on all the piece and parcel lying being and situate at revenue village Navagaon on gavthan plot no 19 and 23 bearing survey no 334 and admeasuring 0-02-11 **caaOrsa vaar** within the limit of municipal corporation of Kalyan Dombivli Municipal corporation and within the registration District thane, Sub District Kalyan herein after and bounded as follow:

By East: Gurudatta Pooja building

By West: Prajapati Niwas

By South: Public Road

By North: Rajan Choudhari Chawl

IN WITNESS THE PARTIES HAVE ACCEPTED THE TERMS AND CONDITIONS  
HEREIN ABOVE AND SIGNED HEREUNDER AT DOMBIVLI TAL: KALYAN DIST:  
THANE MAHARASHTRA ON    day of    2014.

Signed Sealed and Delivered  
by the within named Vendor  
M/s Matoshree Construction a  
partnership firm represented  
through Mr \_\_\_\_\_.

SIGNED & DELIVERED BY  
The Within named **PROMOTERS**  
**M/s. MATOSHREE CONSTRUCTION**  
**Through Its Partner**  
**SHRI.** \_\_\_\_\_

}

SIGNED & DELIVERED BY  
The within named **THE FLAT**  
**PURCHASER/S / ALLOTTEES**

}

The following are the amenities and fittings which shall be provided in the said flat which is the subject matter of this agreement:

1. Building shall be RCC framed construction
2. External wall to 6 inch thick solid bricks or masonry walls and internal partition walls to 4 inch thick bricks masonry with concrete stiffness.
3. Sand faced cement plaster external with water proof cement paint neeru finished cement plaster internal with white colour wash.
4. Flooring tiles ceramics/ Spartex in the entire flat. (Size 2'X2')
5. Colour glazed tiles flooring and walls of W. C. and bath white or any suitable colored tile will be provided in the bathroom up to ceiling level.
6. Every kitchen shall be provided with sink and eased cooking platform and space for gas cylinder with green marble colored tile up to windowsill.
7. Main entrance door shall be flush doors.
8. Bath and WC doors of black lite.
9. Powder coating sliding window shall be provided with glazed shutter and louvers for bath and WC windows.
10. Underground RCC section tank with pump set to facilities supply of water to overhead RCC tank shall be provided.
11. One down take shall be provided in each kitchen bath and WC for every flat
12. Each flat shall have separate main switch, meters and fuses all switches shall be piano type in general.
13. All electric main be of copper in conducts and concealed type electric wiring will be of copper.
14. 3 points for living room, 2 points for bedroom, 2 points for kitchen and one point each for WC, lobby, terrace, main landing and one bell point at suitable place for each residential flats and one power point in the kitchen and bathroom.
15. Each one of the following items shall be provided for residential flats one shower one washbasin and one magic eye for main door.