

ALLOTMENT LETTER

Date:- _____

To,
MR./MRS _____

SUBJECT : PROVISIONAL ALLOTMENT OF FLAT

Madam/Sir,

This is to state that you are allotted **Flat/Shop/Office No. _____ on _____ floor, Wing _____ building known as “Daimond Lifespace Wing - 3 ” which is to have Total carpet area of _____ Sq. Mtrs. (Which is inclusive area of balconies/ Open Terrace)** constructed onland bearing Survey No. 8, Hissa No.2A Admeasuring Area 0H-12R-7P P.K. 0H-3R-3P Total Area 0H-16R-0P Asst.2Rs-87Paise , Survey No. 8, Hissa No.2B Admeasuring Area 0H-23R-2P P.K. 0H-0R-0P Total Area 0H-23R-2P Asst.5Rs-00Paise **out of Area Admeasuring 0H-20R-5P** & Survey No. 9, Hissa No.8 Admeasuring Area 0H-18R-7P P.K. 0H-1R-5P Total Area 0H-20R-2P **out of Area Admeasuring 0H-2R-7P** Asst.3Rs-31Paise Situated at Village **JUVELI** Tal-Ambernath Dist-Thane (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/shop 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 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,
EKVEERA SSKYLINER CONSTRUCTION CO PVT LTD

1) MR. SUKUMAR PRADEEP DHULE
Authorized Signatory

Village : Joveli.

Ward No. : 9/21 @ Rs. 38,900/- per Sq. Mtrs.

Flat Area : _____ Sq. Mtrs. Carpet

Market Value : Rs. _____/-

Actual Value : Rs. _____/-

Stamp Duty : Rs. _____/-

AGREEMENT FOR SALE

This Agreement for Sale is made, executed and entered into at Village Joveli, Taluka Ambernath, District Thane, on this _____ day of _____, **2017**.

B E T W E E N

M/s. EKVEERA SKYLINER CONSTRUCTION CO. PRIVATE LTD., holding P.A.N.: AADCE3071D, having office address at B/603, Morning Star, Siddhi City, Kharvai, Badlapur(E), through its Director **Mr. SUKUMAR PRADIP DHULE**, Age-29 yrs, Occupation : Business, holding P.A.N.: **AQJPD2319N**, hereinafter referred to as the **“OWNER/BUILDER/DEVELOPER”** (which expression shall unless it be repugnant to the context or meaning thereof and include their respective heirs, executors, administrators and assigns) of the **FIRST PART**.

A N D

(1) Mr./Mrs. _____, Age ____ Yrs, Occupation: _____, holding **P.A.N.:** _____, and **(2) Mr./Mrs.** _____, Age ____ Yrs, Occupation: _____, holding **P.A.N.:** _____, residing at : _____

_____, hereinafter referred to as **“the Purchaser/s”** (which expression shall unless it be repugnant to the context or meaning thereof and include their respective heirs, executors, administrators and assigns) party of the **SECOND PART**.

WHEREAS Mr. Ramdas Tukaram Dhule, Shekhar Ramdas Dhule, Vaibhav Ramdas Dhule, Sudhir Ramdas Dhule, Deepak Ramdas Dhule and Anant Halya Dhule, Pnaduran Halya Dhule, Khandu Halya Dhule, Ganesh Halya Dhule are the owner of the property bearing Survey No.8, Hissa No.2/A, area admeasuring 0-12-7 H-R-Prati, Potkharaba 0-03-03, Total Area admn.0-16-0 H-Aar-Prati, Akar 2Rs. 87Paise, Village Joveli, Tal. Ambernath, Dist. Thane, within the limits of Kulgaon Badlapur Municipal Council, Kulgaon, (**hereinafter referred to as the said property No.1**)

AND WHEREAS the above said owners desires to develop the said property No.1 but they have no any experience of development and due to lack of knowledge they were unable to develop the said property No.1 and therefore the above said owners i.e. Ramdas Tukaram Dhule, Shekhar Ramdas Dhule, Vaibhav Ramdas Dhule, Sudhir Ramdas Dhule, Deepak Ramdas Dhule as a “Owners” and Anant Halya Dhule, Pandurang Halya Dhule, Khandu Halya Dhule, Ganesh Halya Dhule as a “confirming party” entrusted the rights of development of Area admn.0-07-5 H-Aar-Prati i.e. 750 Sq.mtrs., out of the said property No.1 in favour of Ekveera Skyliner Construction Co. Pvt. Ltd., by virtue of Development Agreement & Power of Attorney dated 17/12/2012, which are registered before the sub-registrar of Assurances Ulhasnagar-2, Vide Reg.No.12939/2012 & 12940/2012 respectively.

AND WHEREAS Anant Halya Dhule, Pandurang Halya Dhule, Khandu Halya Dhule, Ganesh Halya Dhule and Bharat Ananta Dhule entrusted rights of development of remaining portion of said property No.1 i.e.850 Sq.mtrs., in favour of Ekveera Skyliner Construction Co. Pvt. Ltd., by virtue of Development Agreement & Power of Attorney dated 04/01/2013, which are registered before the sub-registrar of Assurances Ulhasnagar-2, Vide Reg.No.135/2013 & 136/2013 respectively.

AND WHEREAS Shri. Haribhau Budhaji Dhule is the owner of the property bearing Survey No.8, Hissa No.2B, Area admn.0-23-2 H-Aar-Prati, i.e.2320 Sq.mtrs., Aakar 5-00 Rs. Paise, Village Joveli, Tal.Ambernath, Dist.Thane, within the limits of Kulgaon Badlapur Municipal Council, Kulgaon, **(hereinafter referred to as the said property No.2).**

AND WHEREAS Shri. Haribhau Budhaji Dhule entrusted the rights of development of the said property No.2 in favour of Ekveera Skyliner Construction Co. Pvt. Ltd., by virtue of Development Agreement & Power of Attorney dated 02/08/2013, which are registered before the sub-registrar of Assurances Ulhasnagar-2, Vide Reg.No.9228/2013 & 9230/2013 respectively.

AND WHEREAS Mr. Rajesh Shankar Shelar & Mrs. Jyoti Rajesh Shelar are the Owners of Property bearing Survey No.9, Hissa No.8, Total area 0-20-02 H-Aar-Prati, Village Joveli, Tal.Ambernath, Dist.Thane, within the limits of Kulgaon Badlapur Municipal Council, Kulgaon, **(hereinafter referred to as the said property No.3).**

AND WHEREAS the owner of property No.2 not having access of road to his property, the developers herein, and the owner of property No.2 requested to the owners of property No.3 to transfer the area admn.270 Sq.mtrs., from the said property No.3, for approach road.

AND WHEREAS Mr. Rajesh Shankar Shelar & Mrs. Jyoti Rajesh Shelar Sold the area admeasuring 270 Sq. mtrs., out of Property No.3 for approach road, to Mr. Sukumar Pradip Dhule by virtue of Deed of Conveyance dated 28/02/2014, which is registered before the sub registrar of assurances Ulhasnager-2 vide Reg.No.2448/2014 dated 03/03/2014 and Mr. Haribhau Budhaji Dhule has given his consent to the above said deed of conveyance as a Confirming Party.

AND WHEREAS Mr. Rajesh Shankar Shelar & Mrs. Jyoti Rajesh Shelar also executed the Power of Attorney dated 28/02/2014, in respect of above mentioned area i.e.270 Sq.mtrs., in favour of Mr. Sukumar Pradip Dhule, which is registered before the sub registrar of assurances Ulhasnager-2 vide Reg.No.2449/2014 dated 03/03/2014

AND WHEREAS Mr. Sukumar Pradip Dhule in personal capacity entrusted the rights of development of above mentioned area admn.270 Sq.mtrs of Property No.3, in favour of the Director of Ekveera Skyliner Construction Co. Pvt. Ltd., by virtue of Development Agreement dated 17/04/2014, which is registered before the sub-registrar of Assurances Ulhasnagar-2, Vide Reg.No.4153/2014.

AND WHEREAS EKVEERA SKYLINER CONSTRUCTION CO. PVT. LTD., in all obtained the development rights of property bearing 1)Survey No.8, Hissa No.2A, Total Area admn.1600 Sq.mtrs., 2)Survey No.8, Hissa No.2B, Area admn.2320 Sq.mtrs., & 3)Survey No.9, Hissa No.8, Area admn.270 Sq.mtrs., (hereinafter collectively referred to as the said properties)

AND WHEREAS the said land is situated in the residential zone of the local authorities, and as per Gazette issued by Government of Maharashtra, published on 22.08.2014, as per Maharashtra Ordinance No. XVII of 2014, dated 22/08/2014 (further to amend the Maharashtra Land Revenue Code, 1966) as per section 42 mentioned therein, no prior permission shall be necessary for conversion of use of any land held as an Occupants – Class I, for any purpose as defined in the sanctioned Development plan or draft the Development plan prepared and published as per the provisions of the Maharashtra Regional and Town Planning Act, 1966 on certain terms and conditions, which will be obligatory on the Developers/ Builders.

AND WHEREAS accordingly as per new rules the said land is converted to non- agriculture use by the order of the Tahsildar, Ambernath, District Thane vide its office order (1) No. MA/K-1/T-3/JAMINBAB/R.K./SR-57/2017 dated 17-05-2017 (2) No. MA/K-1/T-3/JAMINBAB/R.K./SR-58/2017 dated 17-05-2017 (3) No. MA/K-1/T-3/JAMINBAB/R.K./SR-35/2017 dated 17-05-2017 respectively.

AND WHEREAS Ekveera Skyliner Construction Co. Pvt. Ltd., decided to develop the said properties and applied for Construction permission and forwarded plan for approval before Kulgaon Badlapur Municipal Council, Kulgaon, and Kulgaon Badlapur Municipal Council, Kulgaon hereinafter referred as **“SAID LOCAL AUTHORITY”** has approved the plans submitted by the Promoter for development of the said property and the said local authority has issued Commencement Certificate bearing No. K.B.N.P./B.P./1311-123/2014-2015, Dated 18/07/2014, and the same is revised vide new Commencement Certificate bearing No. K.B.N.P./NRV/B.P./2462-198/2016-2017, Unique No. 198 Dated 30/03/2017, thereby granting building permission for construction of building on said Properties. **(hereinafter collectively referred to as the “SAID SANCTIONED PLANS”)**. The copy of said Commencement Certificate is annexed hereto.

AND WHEREAS Builder/Promoters are themselves Owner of the Land therefore they are well and sufficiently entitled to develop the said properties.

AND WHEREAS the Promoters/Builders have appointed Mr. Jitendra S. Patel, Architect, who is duly registered with the Council of Architects, for Architectural work concerning development of the said property and have also appointed Mr. Atul Kudtarkar, as the Structural Engineer for the preparation of structural designs and drawings of the building/s to be erected upon the said property and have accepted the professional supervision of the said Architects and Structural Engineer till completion of the development of the said property.

AND WHEREAS the Promoters/Builders have proposed to construct on the said land a new multistoried building of Ground plus Seven floors under the name of “**DIAMOND LIFE SPACE**” (previously known as “**EKVEERA GARDENS PHASE-II**”) (hereinafter referred to as **The Said Building**);

AND WHEREAS the said land is not affected under the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 and therefore Owners are entitled to develop the said land as per layout of the proposed development and building plans approved by Kulgaon Badlapur Municipal Planning Authorities;

AND WHEREAS the Promoters/Builders has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no._____; authenticated copy is attached in Annexure herewith;

AND WHEREAS the Promoters/Builders have accordingly commenced construction of the said building/s in accordance with the said plans and specification approved by the Kulgaon Badlapur Municipal Council;

AND WHEREAS the Promoters/Builders alone are entitled to develop the said property & have offered for sale the various flats in the said proposed building that are now under construction to prospective buyers who are to be Flat purchasers, The Promoters has the sole and exclusive right to sell the flats and premises in the Building/s to be constructed by the Promoters on the said land and to enter into Agreements with the Purchaser/s of the Flats and Premises and to receive the sale price or consideration in respect thereof;

AND WHEREAS the Purchaser/s knowing that the various flats/shop under construction are offered for sale expressed his/her desire to inspect the documents and upon request of the

Purchaser, the Builder cum Developer have made a full and true disclosure of the nature of their title of the said Property on which the proposed building is being constructed and have also given the Purchaser inspection of the plans and specification of the said proposed building, and such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as **"THE RERA ACT"**) and the rules and regulations made thereunder. And the flat purchaser/s has/have satisfied himself/herself/itself about the title to the said property in this hands of the owners and has accepted the title certificate and the flat purchaser/s hereby confirm/s that he/she/it shall not be entitled to raise any requisition or objection or have any dispute in that behalf.

AND WHEREAS in this agreement the term **"Flat"** shall include the flat/block/shop/office/parking space/garage/stilt area or any other premises hereby agreed to be sold and the term **"Flat Purchaser"** shall include the flat/shop/office/parking space/garage purchaser or the purchaser of any other premises hereby agreed to sell and the Promoters/Builders also includes singular the word **"Promoter"** or **"Builder"** and the flat purchaser includes plural and feminine gender of the flat purchaser.

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

AND WHEREAS, under section 13 of the said Act the Promoters/Builders is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908, upon the terms and conditions hereinafter appearing..

AND WHEREAS the copies of Certificate of Title of the said Property issued by Mrs. S. S. Malbari, Advocate of the Promoters/Builders, copies of property card or extract of Index-II register and other relevant documents, showing the nature of title of the said land and the copies of plan and specifications approved by Kulgaon Badlapur Municipal Council and any other documents which are required to be given under the Real Estate (Regulation and Development) Act 2016 have been annexed hereto.

AND WHEREAS prior to making application for purchase of flat as aforesaid purchaser has made a declaration as required by the provisions of Maharashtra Co-operative societies Act.1960 or Urban land(Ceiling & Regulation) Act. 1976, to the effect that neither he/she nor the members of his/her family own a tenement, house or building within the limits of Kulgaon-Badlapur Municipal Council.

AND WHEREAS the Purchaser has been informed by the Builder and therefore known that they have offered for sale all the respective flats in the building under construction on the said land to different Purchaser and that they executed Agreement for Sale of the Flats with a clear cut understanding to the purchasers thereof that the Purchasers who are taking the said Flats ultimately join the rest of the Purchasers in forming a Co-operative Housing Society and be member thereof.

AND WHEREAS this agreement is made in accordance with the provisions of the Real Estate (Regulation and Development) Act 2016 and the rules framed thereunder including the model form of Agreement prescribed therein.

AND WHEREAS by executing this agreement the purchaser has accorded his/her consent as required under the Real Estate (Regulation and Development) Act 2016. whereby the promoters are entitled to make such modifications, alterations in the buildings and structures as well as the said flats/shops /tenements/galas and garages etc., agreed to be purchased by the purchaser and/or such other revisions, alterations or additions in the structure of the building as may be necessary and expedient and further to grant the facility of club house, health club, swimming pool, recreational facilities and other common facilities of the present housing scheme to the intending purchasers of the buildings to be constructed on the said land and the purchaser herein along with the other purchasers will not raise any objection , hindrance and/or obstruction for such use of the above facilities by the other intending purchasers and the purchaser herein has granted his/her express and irrevocable consent for the same and agree and assure that such above covenant shall always remain binding upon him;

AND WHEREAS the purchaser has accepted the title of the owner to the said land as shown in the records of rights in respect thereof and the documents referred to hereinabove as well as the terms and conditions of the of the exemption order under the Urban Land(Ceiling and Regulation) Act, 1976 and the promoter has brought to the knowledge of the purchaser herein and the purchaser is aware that the promoter during the course of completion of the entire scheme of construction will acquire additional FSI/TDR as per the rules and regulations of the Municipal Council and will further avail, use and consume additional floor space index thereby constructing additional wigs, floors, flats and units in the said scheme of construction as the promoter may deem fit and proper and will get the plans, amended, revised, modified as the Promoter may deem fit and proper and further shall also acquire additional adjacent land and carry out the development on such amalgamated property as the promoters may deem fit and proper and the purchaser has accorded his/her express and irrevocable consent for the same.

AND WHEREAS the promoter has provided to the Purchaser the copy of exemption order, sanctioned plans, permissions, approvals, documents of title and have clearly brought to the knowledge of the Purchaser and the purchaser is fully aware of the covenants, common rights as

appearing on the sanctioned plans and after being fully satisfied about the same has granted his/her express and irrevocable consent for the same.

AND WHEREAS while granting the permission and sanctioned plans the Municipal/ Planning Authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said property and upon due observance and performance of which only completion and/or occupation certificate in respect of the new building shall be granted by the concerned local authority.

AND WHEREAS relying upon the said aforesaid representations, the Promoters agreed to sell the purchaser a Flat/shop/Other Unit at the price and on the terms and conditions herein after appearing.

AND WHEREAS the list of amenities, copy of 7/12, certificate of Title issued by the Advocate of the Advocate of the Promoter to the said property, and the floor plan approved by the Municipal authority have been annexed hereto.

AND WHEREAS upon completion of the proposed development of the said property as stated above the promoter has agreed to complete sell and cause to convey the said property so developed in favour of the co-operative society of all those several persons (including the purchaser herein) purchasing/acquiring the respective flats/shops/tenements/galas and garages etc., in the said new building as the nominees of the Promoters.

AND WHEREAS the Builder/Developers have reserved the Ground Floor of the building for construction of Hospital and also reserved Terrace of the building for installation of Mobile Tower and the purchaser shall not raise any objection after purchasing the said Flat premises, and the Promoter/Builder has shown true disclosure to the purchaser.

AND WHEREAS the promoters has clearly brought to the knowledge and notice of the Purchaser, that there is no exclusive allotment of stilt and/or parking spaces to the Purchaser herein that it shall be the sole and absolute discretion of the promoters to deal with the allotment of the stilt and parking spaces as they may deem fit and proper and the purchaser herein has granted his/her free, express and irrevocable consent and confirmation thereto and in confirmation thereof has agreed to acquire the said flat and will not raise any objection and/or obstruction to the allotment of stilt/parking spaces made by the promoter to any intending purchaser.

AND WHEREAS the Purchaser seen the site of the Building and the work of the construction of said proposed building being in progress and is satisfied with the quality of the work and has approved the same.

AND WHEREAS the Purchaser/s on being satisfied with the inspection of aforesaid documents, applied to the Promoter for allotment of the **Flat/Unit No. _____**, on the _____ Floor, in the **"Wing - _____"**, and admeasuring _____ **Sq. Mtrs. Carpet area** ("carpet area" means the net usable floor area of 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 or verandah area and exclusive open terrace area appurtenant to the said flat for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the said flat) in the building known as **"DIAMOND LIFE SPACE" (previously known as "EKVEERA GARDENS PHASE-II")** which is under construction on the said land; flat Premises is hereinafter for the sake of brevity referred to as **"SAID PREMISES"**). The Floor plan of the said flat/premises is annexed hereto. Prior to making an application as aforesaid, the purchaser/s has/have made a declaration as required by the provisions of Maharashtra Co-operative Societies Act, 1960, and the urban Land (Ceiling and Regulations) Act, 1976 (since repealed) to the effect that he/she/they are not disqualified under the provisions of Aforesaid Acts from purchasing the said premises; Relying upon the said application and declaration, the promoters have agreed to sell to the Purchaser/s the said premises for the price consideration and upon the terms and conditions herein after appearing;

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

1. THE promoter shall construct the buildings on the said property in accordance with the plans, design specifications approved by concerned local authority and which have been seen and approved by the purchaser with only such variation and modification as the promoters may consider necessary or as may be required by the municipal authorities to be made in them or any of them for which the purchaser herein has granted his express and irrevocable consent for the same. THE purchaser hereby agrees to purchase from the promoter and the promoter hereby agrees to sell to the Purchaser/s the **Flat/Unit No. _____**, on the _____ Floor, in the **"Wing - _____"**, and admeasuring _____ **Sq. Mtrs. Carpet area** in the building known as **"DIAMOND LIFE SPACE" (previously known as "EKVEERA GARDENS PHASE-II")** allotted to the purchaser and shown and marked accordingly on the floor plan annexed hereto (hereinafter referred to as **"the said premises"**) for the consideration of **Rs. _____ /-(Rupees _____ Only)** and the purchaser agrees to pay the above consideration in the following manner:

- | | |
|-----|---------------------------------------|
| 10% | On booking of the flat |
| 15% | On completion of plinth |
| 10% | On completion of 1 st slab |

10%	On completion of 2 nd slab
10%	On completion of 3 rd slab
10%	On completion of 4 th slab
10%	On completion of 5 th slab
10%	On completion of brick work
13%	On completion of plaster work
02%	On completion of finishing work

100%	TOTAL CONSIDERATION
=====	

The Purchaser also agrees and assure to pay as and when demanded by the promoter :

- (i) requisite service tax, value added tax and other levies as may be levied by the state government and semi-government authorities.
- (ii) requisite corpus fund as may be decided by the promoter from time to time and the same shall not be withhold on any ground/reason whatsoever.

It is hereby expressly agreed that the time for payment of each of the aforesaid installment of the consideration amount shall be essence of contract. All the above respective payments shall be made within 7 days of the promoters / builders sending a notice to the purchaser/s calling upon him/her to make payment of the same. Such notice is to be sent under certificate of posting/ registered post A.D./ Courier service at the address of the Purchaser/s mentioned above and this posting will be sufficient discharge to the promoters/ builders.

2. The Promoter hereby agrees to observe perform and comply with all the terms, conditions, and stipulations if any which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter.
3. The Promoter hereby declares that they have utilized the floor space index as mentioned in the approved plan and the promoter has brought to the notice of the purchaser herein and the purchaser herein is fully aware that the promoter intends to acquire the transfer of development rights to be used, availed and consumed on the said

property and thereby construct additional floors, flats, units and the purchaser herein has granted his/her express and irrevocable consent for the same and the purchaser herein along with the other purchasers in personal capacity or in the capacity as the member of the co-operative housing society or any corporate body as the case may be will not raise any objection /hindrance and will render sincere co-operation for the promoter to consume and avail the Transfer of Development Rights and/or staircase floor space Index along with other increases and incentives in floor space and complete the additional construction as per the plans and permissions granted by the Municipal Corporation.

4. The Promoter hereby agrees that they shall make out clear and marketable title before handing over the possession of the premises to the purchaser and in any event before the execution of the conveyance of the said property in favour of a corporate body to be formed by the purchasers of the Flats/Shops/Other Unit in the building to be constructed on the said property and ensure that the said property is free from all encumbrances and that the promoter has absolute, clear and marketable title to the said property so as to enable him to convey to the said society such absolute, clear and marketable title on the execution of a conveyance of the said property by the promoters if favour of the society.
5. The Purchaser agrees to pay to the promoters interest @ the rate decided by Regulatory Authority by time to time per annum on all the amounts which becomes due and payable by the purchaser to the promoters under the terms and conditions of this agreement from the date the said amount is payable by the purchaser to the promoters.
6. On the Purchaser committing default, in payment on due date of any amount due and payable by the purchaser to the promoters under this agreement, (including his/her/their proportionate share of taxes levied by the concerned local authority and other outgoings) and on the purchaser committing breach of any of the terms and conditions herein contained the promoters shall be entitled to at their potion to terminate this agreement and to forfeit the money paid by the Purchaser under this agreement.

The Promoters shall have the first lien and charge on the said flat/premises agreed to be acquired by the purchaser in respect of any amount due and payable by the purchaser under this terms and conditions of this agreement.

7. The Fixtures, fittings, and amenities to be provided by the Promoters in the premises and the premises and the said building are those that are set out in the Annexure "A" annexed hereto.

8. The Promoters shall give possession of the said premises to the Purchaser or his/her nominee or nominees on or before ____/2018 if the promoters fails or neglect to give possession of the premises to the purchaser or his/her nominee or nominees by the aforesaid date or dates prescribed in clause (B) of the Section 8 of the said Act then the promoters shall forthwith refund to the purchaser the amount already received by him in respect of the said flat/shop/Garage/ premises.

The Promoters shall be entitled to reasonable extension of time for giving delivery of the said flat/shop/tenement/other unit of the aforesaid date, if the completion of building in which the said flat /shop/other unit is situated is delayed on account of :-

- i) non-availability of steel, cement other building materials, water or electric supply;
 - ii) war, civil commotion or Act of God;
 - iii) any notice order, rule, notification of the Government and/or other public or competent authorities or any other legal litigation.
9. The Purchaser shall take possession of the said premises within 7 days of the promoters giving written notice to the purchaser intimating that the said premises are ready for use and occupation.
10. The Purchaser shall use the said premises or any part thereof or permit the same to be used only for the purpose for which it allotted by the purchaser/Developer only as per the prevailing rules, regulations and by laws of the concerned authorities.
11. The Purchaser along with the other purchasers of the flats/shops in the building shall join in forming and registering the co-operative society to be known by such name as the promoters may decide and for this purpose he/she also from time to time sign and execute the necessary applications and/or other papers and documents necessary for the formation and registration of the co-operative society including the bye laws of the proposed society and duly fill in, sign and hand over to the promoters No objection shall be taken by the purchaser if any changes or modifications are made in the draft bye laws or the Memorandum and/or Article of Association, as may be required by the Registrar of C-operative Societies or any other competent authority.

12. On the completion of all the buildings (with its all wings) and on receipt by the promoters of the full payment of all the amounts due and payable to him by all the purchasers of all the flats/premises in the said building, the purchasers shall co-operate with the promoters in forming and registering or incorporating a society a registered body, when the society is registered and all the amounts due and payable to the promoters in respect of the flats and other units and other portions in the said building, garages and car parking spaces are paid in full as aforesaid, the promoters shall cause to be transferred to the society to the society all the rights title and interest of the promoters in the aliquot part of the said property together with building by executing the necessary conveyance of the said property and the said premises in favour of such society, such conveyance shall be in keeping with the terms and conditions and provisions of this agreement. It is clearly brought to the notice of the purchasers that there are number of buildings in the said property undertaken by the promoters, the execution of the conveyance may be delayed and the purchasers shall not raise any objection till all the buildings in the said layout are constructed and the flats/units therein are sold out to the prospective buyers.
13. Commencing a week after notice in writing is given by the promoters to the purchaser that the said premises are ready for use and occupation. The purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of the said flat/shop/unit and building namely local taxes, betterment charges or such other levies by the concerned local authority and/or government water charges, common lights, repairs and salaries of clerks, bills of collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said building. The Purchaser shall pay to the promoters such proportionate share of outgoings as may be determined by the promoters. The Purchaser further agrees that till the purchaser's share so determined by the promoters shall pay to the promoter's provisional monthly contribution as fixed by the promoter before handing over the possession of the flat per month towards the outgoings from the date of notice as aforesaid. The amount so paid by the purchaser to the promoters shall not carry any interest and shall remain with the promoters until a conveyance is executed in favour of co-operative society as aforesaid. Subject to the provisions of section 6 of the Maharashtra Co-operative Societies Act, on such conveyance being executed the aforesaid deposits (less deductions there from for the actual expenses incurred in various account) shall be paid over by the promoters to the co-operative society or as the case may be.

The Purchaser undertaken to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 10th day of each and every month in advance and shall not withhold the same for any reasons whatsoever and for that purpose the purchaser shall pay his share of charge in advance for 12 months.

14. The Purchaser hereby agrees to pay on demand the purchaser's share of stamp duty and registration charges payable, if any, by the said society on the conveyance or any

document or instrument of transfer in respect of the said property and the building or the said premises to be executed in favour of the society.

15. The Promoters hereby declare that the said property is not subject to any mortgage, charge, lien or any other encumbrances whatsoever.
16. The Purchaser shall from the date of possession maintain the premises at purchaser's own cost in good tenantable condition and shall not do or suffer to be done anything in or to the building in which the said building or the premises, staircase or common passage which may be against the rules, regulations of the concerned local or any other authority and the purchaser shall not change, alter or make additions in or to the said premises or the building or any part thereof.
17. The Purchaser shall not store in the said premises any goods which are hazardous, combustible and/or dangerous in nature or are so heavy as to damage the construction or structure of the building or are rejected to by the concerned local or other authority or authorities shall not carry out or cause to be carried heavy packaged to upper floors which may damage or likely to damage the staircase, common passage or any other structure of the building including the entrance of the premises and the purchaser shall be liable for the consequences of breach of this clause.
18. The Purchaser shall at their costs carry out all internal repairs to the said premises and maintain the same in good condition, state and order in which the same was delivered by the promoters and shall not do or suffer to be done anything in or to the building in which the said building or to the said premises, which may be against the rules, regulations and bye laws of the concerned local authority and/or public authorities and the purchaser shall be responsible to the concerned local authorities and or the other public authority for anything so done in connection with the said building and/or the said premises and shall be liable for the consequences thereof.
19. The Purchaser shall not at any time demolish or cause to be demolished the said premises or any part thereof nor shall at any time made or cause to be made any additions or alterations of whatsoever nature to the said premises or any part thereof or any alterations in the elevation and outside color scheme of the said premises and shall keep the partition walls, sewer, drains, pipes in the said premises and appurtenances thereto in good tenantable repairs and condition of and in particular so as to support shelter and protect the other parts of the building and shall not chisel or cause damage to any columns, R.C.C. pardis or other structure or structural members in the said building without prior written permission of the promoters and/or society. The Purchaser shall not do or cause to do any extension or changes in the projections and/or

elevations and further shall not change or modify the grill design and make any expansion therein.

The Promoters may make modifications, alterations in structure of the said premises as described in the said plans or any other alterations or additions in the structure of the said building after the said plans are disclosed or furnished to the purchaser and the purchasers shall not object for such alterations or additions, provided that such alterations/additions should not affect the flat/shop/premises agreed to be purchased by the purchaser.

20. The Purchaser shall not do or permit or to be done any act or thing which render void or voidable any insurance of the said property and building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.
21. The Purchaser shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in compound or any portion of the said property or building.
22. In any Case any security deposit is demanded by the concerned local authorities or government for the purpose of giving water connection to the said building, such deposit shall be payable by the purchaser along with the other purchasers of the said building.
23. The Purchaser and/or the promoters shall from time to time sign all applications, papers and documents and do all such acts, deeds and things as the promoters and/or the society may require for safe-guarding the interest of the promoters and/or the purchaser and the other purchasers of the said premises in the said building.
24. Nothing contained in this agreement is intended to be nor shall the same be constructed as a grant, demise or assignment in law of the said premises or of the said land and building or any part thereof. The Purchaser shall have no claim, save and expect in respect of the said premises hereby agreed to be sold to him/her and all open spaces, parking spaces, stilts, lobbies, staircases, terraces, recreation space etc. will remain the property of the promoters until the said land and the said building is transferred to the co-operative society as herein before mentioned.
25. The Purchaser shall not let, sublet, transfer, assign or part with his/her interest or benefit factors under this agreement or part with the possession of the said premises

until 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 non-observance of any of the term and conditions of this agreement and unless & until prior permission in writing is obtained from the promoters. It is agreed and understood between the parties that if the purchaser intends to sell the flat he has to pay transfer charges as may be decided by the promoters from time to time.

26. The Purchaser shall observe and perform all the rules and regulations which the society may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats there in 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 stipulations and conditions laid down by the co-operative society regarding the occupation and use of the said premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses and other outgoings in accordance with the terms and conditions of this agreement.
27. 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 constructed 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.
28. All costs, charges and expenses, penalties, Sales-Tax, value Added Tax, Service Tax /G.S.T. including stamp duty, registration charges and expenses in connection with the preparation and execution of this Agreement as well as the conveyance and other documents and the formation, registration or incorporation of the co-operative society, shall be borne, shared and paid by all the purchasers of the flats, shops or other units or other spaces and/or paid by such co-operative society or as the case may be. The Purchaser shall present this Agreement as well as conveyance at the proper registration office for registration within the time limits prescribed by the registration Act and the promoters shall attend such office and admit the execution thereof. The Purchaser shall deposit with the promoter a sum of which will be worked at the prevailing rates being proportionate share of stamp duty that would be needed for execution of final deed of conveyance in favour of the Co-operative Housing Society or condominium of Apartments. It is agreed that unless and until the purchaser of various flats/shops/units in the said building pay the proportionate amount of stamp duty and registration charges, if any, the promoters shall not be obliged to execute or cause to be executed the final Deed of Conveyance in favour of the co-operative housing society/condominium of apartments.

29. All notices to be served on the purchaser as contemplated by this agreement shall be deemed to have been duly served if sent by the Registered A. D. post or Under Certificate of Posting to the Purchaser at his/her/their address as specified hereinabove.
30. The Purchaser shall permit the promoters and his/her surveyors and agents, with or without workmen and others at all reasonable time, to enter upon, into the said property and premises or any part thereof to view and examine the state and condition thereof.
31. It is also understood and agreed by and between at the parties hereto that the terrace space in front of or adjacent to the terrace flat in the said building, if any, shall be exclusively to the respective purchasers of the terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace flat purchaser. The said terrace shall not be enclosed by the purchaser till the permission in writing is obtained from the concerned authority and the promoters or the society.
32. a) The Promoters shall be entitled to transfer, assign, dispose off and/or sell in any manner he/she deem proper the said terraces for the installation of mobile tower, display of advertisement or hoardings etc.,. The Purchaser along with the other purchasers will not raise any objection of whatsoever nature. The Stilt, terraces on the top floor and other spaces shall always be the property of the promoters and the promoters shall have full right and absolute authority to enclose the said stilt area of the building and further shall have the right to sell the same to any prospective purchaser.
- b) The Promoters shall become the member of the society in respect of its rights and benefits concerned above if the promoters transfers, assigns and disposes of such rights of and benefits at any time to anybody the assignee/transferee shall become the member of the society and/or the Apartment Owner's Association in respect of the said rights and benefits. The purchaser will not have any objection to admit such assignee or transferee as the member/s of the society.
- c) The Purchaser agrees that they along with the other purchasers of the flats will not charge anything from the promoters or its nominee or nominees or transferee any amount by way of monthly maintenance charges or any other charges or outgoings for the use of such terraces, compound walls, display of advertisement or hoardings etc., for the purpose mentioned hereinabove.

33. The Purchaser shall not claim any deduction in the cost of his/her flat on account of deletion of any item of construction as per his/her requirements, of the Purchaser in his/her flat.
34. The Promoters shall have the right to make additions and/or alterations and raise or put up additional structures, as may be permitted by concerned authorities on the terrace or the said land and/or grant right of way from the said land for development of any property adjacent to this property. If any portion of the said land is acquired or notified to be acquired by the government or any other public body or authority, the Promoters shall be entitled to receive all the benefits in respect of thereof and/or compensatory FSI or all other benefits which may be permitted in lieu thereof.
35. The transaction covered by this contract at present is understood to be a sale liable to tax under Sales Tax Laws as per latest amendment to the constitution and also liable for tax as a sale, service & value added tax and the purchaser agreed to pay the tax, or Service Tax or Value added tax/G.S.T. on the Agreement value of the said transactions and which is agreed to be paid by virtue of cheque drawn in favour of the Builder/Promoter as per the applicable rate of government.
36. It is also agreed and understood that the promoters will only pay the municipal tax for the unsold flats/shops/units and will not pay any maintenance charges like water, light etc., of the common area and security charges and the promoters can sell the said flats/shops/units to any prospective buyers and then such prospective buyers will become the member of the society without paying any transfer premium or any other charges to the co-operative housing society.
37. The Purchaser shall at no time demand partition of their interest in the said SCHEDULE hereunder written of the said building it being hereby agreed and declared by the Purchaser that their interest in the piece or parcel of land more particularly described in the SCHEDULE hereunder written and the building and land is impartible and it is further agreed that the promoters shall not be liable to execute a transfer deed in favour of the purchaser unless the promoters decided to submit the entire building to the provisions of the Real Estate (Regulation and Development) Act 2016.
38. Notwithstanding any other provisions of this agreement the promoters shall be entitled at their sole and absolute discretion:
 - a) To form a co-operative housing society or limited company or condominium of apartment of any other body or bodies of purchasers to be formed and constituted.

- b) To decide and determine how and in what manner the infrastructure including the common areas and amenities, space, recreation garden, all other open spaces, layout or internal roads if any may be transferred and/or conveyed/assigned/leased.
 - c) To provide for and incorporate covenant and restriction and obligations with regard to the provisions of maintaining the infrastructure and common amenities.
 - d) To decide from time to time to what extent the building/s along with land appurtenant to it's transferred to the respective body formed.
 - e) To decide from time to time when and what sort of document of transfer should be executed.
 - f) To grant of right of access/way from and through the said property to the adjacent buildings and plots as well as the easement rights of the said property.
 - g) To form a federation of all the co-operative housing societies to be formed in the said scheme of construction and to convey the said land and the building to a apex body.
39. IT is clearly understood and agreed by and between the parties hereto that the promoters shall have the unqualified and unfettered right to sell on ownership to anyone of their choice, the garden in the compound and the terrace above the top floor of the said building subject to the necessary means of access to be permitted for such purpose so as to reach the water tank. The Purchaser/ Occupant of such terrace/garden shall be entitled to make use of the same for the purpose whatsoever, as permissible by law. However, the purchaser/occupant of such terrace/garden without the written permission of the Builders and/or the society or such body formed, as the case may be and Municipal Council and other concerned authorities.
40. IT is specifically declared that the promoters provides the facility of bore well then the promoter shall have full right and absolute authority to grant the water connection/supply to any adjoining buildings/societies and the purchaser shall not raise any objection for such grant of facility of bore well water and use of such bore well water by the promoter for construction of other buildings in the adjoining properties.

41. THE Purchaser/s is aware that the Promoter shall be paying the maintenance, municipal taxes, local taxes and all outgoing as aforesaid in respect of whole of the property for and on behalf of the Purchaser/s of the flats and it shall be the paramount responsibility and obligation of the purchaser/s to pay all the outgoing regularly. In the event of the default being committed by the Purchaser/s herein or any of the Purchaser/s of any other units and in such event the promoter shall not be bound to pay the outgoings for and on behalf of such defaulting persons and in the event of any essential supply being disconnected, it shall be the responsible of the Purchaser/s together in respect of the flats in respect of which possession has been given by the Promoters/Builders.
42. IT is agreed and understood by and between the parties that if on default of payment of consideration by the Purchaser, the Promoters are entitled to cancel the agreement by issuing notice of cancellation and shall also entitled to forfeit the amounts paid by the purchasers and to terminate the agreement and on such termination the purchaser will have no right, title and interest to acquire the said flat and the promoter shall be entitled to sell the flat to any intending purchaser as he may deem fit and proper without any recourse or payment of any money to the Purchaser herein.
43. IN the event of the society or corporate body being registered before the sale and disposal by the promoters/Builders of all the persons in the said building, the power and authority of the society or the corporate body so formed or of the purchaser herein and other purchasers of the flat shall be subject to the overall powers of the promoters/Builders in any matter concerning the building construction and completion thereof and the promoter shall have absolute authority and control as regards the unsold flats, the balance floor space and its disposal thereof.
44. THE Promoters shall be entitled to sell the Ground floor premises in the said building for the purpose of using the same as bank, dispensaries, nursing homes, maternity homes, hospital, Hotel, coaching classes and for other non-residential purpose and the purchaser herein along with other purchasers shall not raise any objection for such non-residential use of premises sold by the promoters to the intending Purchasers.
45. THE Purchaser shall lodge at his own costs as to the registration charges for registration within seven days from the date of this agreement and shall intimate the promoters/builders within 7 days from the date of lodgment and serial number under which the same is lodge for registration with Xerox copy of receipt in order to enable the promoters/Builders to admit the execution of the same.
46. THE terraces on the top floor, stilt, basement and garage if any, shall always be the property of the Promoters/Builders and the Promoters/Builders have full right and

authority to enclose the said stilt area of the building and further right to sell the same to any prospective purchaser/s and the purchaser/s herein along with other purchasers will not take any objection for the same and the purchaser has only the right in respect of the flat agreed to be purchased by him or her and the promoters has clearly brought to the knowledge and notice of the Purchaser, that there is no exclusive allotment of stilt and/or parking spaces to the Purchaser herein that it shall be the sole and absolute discretion of the promoters to deal with the allotment of the stilt and parking spaces as they may deem fit and proper and the purchaser herein has granted his/her free, express and irrevocable consent and confirmation thereto and in confirmation thereof has agreed to acquire the said flat and will not raise any objection and/or obstruction to the allotment of stilt/parking spaces made by the Promoter to any intending Purchaser.

47. THE Promoters/Builders shall not be responsible for the consequences arising out of change in law or change in municipal and other laws, rules, regulation etc.,
48. IT is brought to the notice of the Purchaser the electric meters of all the flats/shops/office premises as well as the water meters will be in the name of the promoters herein and the purchasers and/or their society shall get the same transferred in their favour and promoters herein will grant the no objection as and when required.
49. THE Promoters have clearly brought to the knowledge and notice of the purchaser herein that in pursuance to the sanctioned plans and permissions, the Promoter is entitled to commence, carry out the construction work of buildings as presently sanctioned under the building permission granted by the municipal Council) on the amalgamated property described in the schedule hereunder written. The promoters has clearly brought to the knowledge of the purchaser that they intend to got the said sanctioned plans and specifications modified, revised, renewed and altered for consumption of remaining floor space Index used and utilized of the said property as may be granted and approved by the Municipal Council from time to time and further the promoters have given the clear inspection of such plans and specifications to the Purchasers herein as regard the existing sanctioned buildings, and the proposed annexed multi storied buildings or otherwise touching the existing constructed buildings and also further expansion in buildings to be constructed on the said property as permitted by the Municipal Council by way of further amalgamation, expansion thereto and the Purchaser has gone through the said plans as well as the proposed plans including provisions of annexed buildings, touching the exiting constructed building further expansions and do hereby admit, acknowledge and confirm the said fact of construction of additional buildings, annexed buildings, expansion of buildings on the said property by revision and modification in the plans and designs and have accordingly granted his/her express and irrevocable consent to the promoters for the same and shall not raise any objection and/or hindrance for construction of such buildings by the promoter. It is further brought to the notice of the purchaser and it is

clearly clarified that in case the promoter do not amalgamate the said adjacent properties and acquire the same for development.

50. The Promoters have also shown to the Purchaser the entire layout of the said property along with the amalgamation of lands, further expansions as well as future Amalgamation and extension thereto, the nature and extent of the land to be handed over to the concerned authorities on account of set back, reservations etc., as well as the potentiality of floor space index to be used on the remaining land and in such eventuality the transfer and conveyance of the land in favour of the cooperative housing society or condominium of apartment owners and / or any corporate body will not be equivalent to the floor space index used, utilized and consume in the buildings to be constructed / constructed thereon and the Purchaser is fully aware of the same and have accordingly granted his / her express and irrevocable consent for the same and have accordingly granted his / her express and irrevocable consent for the same.

PROVIDED THAT the Promoter shall have to obtain prior consent in writing of the Purchasers in respect of variations or modifications which may adversely affect the flat of the purchaser except any alteration or addition required by any Government authorities or due to change in law.

51. The Purchaser has seen the layout of the proposed scheme of construction proposed amalgamation, provisions for annexed buildings, further amalgamation, expansion, etc., and has agreed and understood the common amenities like common roads, drainage, sewers, water pipe lines, street lights etc., shall be the common property and shall be available for common use by all the buyers of the premises and accordingly the purchasers of the premises and the different common organization will have unrestricted right of way in common spaces, roads and laying of pipelines, telephone and electric cables, sewerage and drainage line etc.,
52. It is agreed that if before the execution of the conveyance in favour of the proposed society and further construction on the land is allowed in accordance with the rules and regulations of the municipal corporation then the Promoters would be entitled to put up additional or other construction without any hindrance by the purchaser. Provided that any payment may, have to be made to the municipal corporation for such additional construction shall be paid by the Promoters. The Developers shall be entitled to sell premises forming part of such additional construction in such manner as they may think fit and proper. The Promoter will in those events be entitled to connect the electric meter, sanitary and drainage connections provided however that all costs of construction of such additional floors and the connection to be made thereto shall be borne by the Promoters. The Promoters and / or their transferees shall have the right

use all the staircases, lifts and other common amenities of the building. In the event of additional floors being constructed as aforesaid, the water tank shall be shifted to the top of such structures at the cost of the Promoter. Even if any additional construction becoming permissible on the said building after the completion of the construction of the said building, the promoter shall be entitled to construct the same and to sell the additional tenements. The purchaser herein and the members of the society shall admit such new intending purchasers as its members.

53. After the possession of the premises is handed over to the Purchaser if any additions or alterations in or about or relating to the said building are thereafter required to be carried out by the Government, municipality or any statutory authority the same shall be carried out by the purchaser in co-operation with the purchaser of the other premises in the said building at his own costs and the Promoter shall not be in any manner be liable or responsible for the same and for any damage caused to the building.
54. IT is hereby agreed that the Promoters shall be at liberty to amalgamate and / or combine one or more plots of land adjacent to the said land and get the plan of the proposed building /s to be constructed on the land so amalgamated / combined sanctioned from the planning authority and in such event from and get registered cooperative housing society of all the flats / shops purchasers in the said buildings and the Purchaser herein shall not, in any manner object the said right of the promoters. It is further agreed that in such event (purchasers of the adjacent land for the purpose of development) the Promoter shall be at liberty and / or entitled to grant a right of way from or through the said land for approaching (or of the better approach) to the adjacent lands those would be acquired with a view to developing them and the purchaser herein shall not object the said right of the Promoter in any manner.
55. The promoter has also clearly brought to the notice of the purchaser herein that they have intended to acquire the development rights of the adjacent land and other abutting and appurtenant lands thereto and in the course of construction may amalgamate such adjacent lands and/or other lands with the present lands under development and in such event all the infrastructural benefits of the present land and the said project will be shared, utilized, used and enjoyed by the purchasers, and the purchasers will not raise any objections, hindrances and/or obstructions for such use of the common benefits, amenities and infrastructural facilities of the said project.
56. It is agreed and understood, the common amenities and infrastructural facilities, garden, and other amenities thereto may be ready and functional for us and utilization and on that ground the Purchasers shall not object for payment of any charges, funds and deposits as applicable thereto and as agreed herein and further the Purchaser shall

also pay the monthly maintenance charges and other outgoings regularly and shall not withhold the same on that ground or any other ground whatsoever.

57. The Purchaser hereby declare and confirm that he/she has entered into this agreement, after reading and having understood the contents of all the aforesaid exemption order, building permissions, deeds, documents, writings and papers and all disclosures made by the Promoters to the Purchaser as regards the amalgamation of the said property with the other adjacent and abutting lands with the full, clear knowledge and information thereof and subject to the terms, conditions and stipulations imposed or which may hereafter be imposed by the Municipal Council and all other concerned government bodies the necessary amendments, variations, modifications and/or changes therein and their right to avail, use, utilize, consume and exploit the entire balance and additional floor space index available of the said property as well as the transferable development rights as may be permissible by law and other benefits in floor space index on the said land.
58. The Purchaser/s agree and undertake to observe, abide by and comply with all the terms, conditions and stipulations of all exemptions orders, scheme, building permission, sanctions, approvals, No Objection Certificate etc., that have been granted or sanctions and which may hereafter be granted or sanctioned or imposed by any authority, statutory or otherwise, including making payment of all amounts, charges, expenses, deposits etc., whether refundable or not.
59. All terms, conditions and covenants of this agreement, including the powers, authorities, permission and covenant given by the Purchaser/s to the Builders/Promoters herein shall remain valid, operative, binding, continuous, subsisting, irrevocable and in full force and effect even after the occupation / possession of the said premises is handed over to the Purchaser/s under the possession of the said building is handed over to the said organization and the deed of conveyance / assignment /lease or any other transfer document is executed.
60. The Promoters shall have full right, absolute authority and shall be entitled to sell, assign, mortgage, charge, encumber or otherwise deal with all or any of their rights, title, benefits and interest in respect of the said property, and / or the said building or any other part thereof, including for the purpose of raising finance, monies for the development of the said property or otherwise, subject to the rights of the Purchasers under this agreement.
61. It is expressly agreed that the Developers shall be entitled to put a hoarding and / or cable network station mobile phone set up or station on the said property or on the terrace of the building, and the said hoardings may be illuminated or comprising of

neon sign or such other type or mode as may be designed by the Promoter and for the purpose construction or erection in installation either on the exterior or the said building or on the property as the case may be and the Purchaser agrees not to object or dispute the same. Necessary covenants, reservations in respect thereto shall be incorporated in the proposed conveyance. The Promoter or his nominees shall be exclusively entitled to the income that may be derived by display of such advertisement or installation of cable network or mobile phone station, at any time hereafter. The Purchaser shall not be entitled to any abatement in the price of the said premises or to object to the same for any reason and shall allow the Promoter, his agents, servants etc., to enter into the said building including the terraces and other open spaces in the building for the purpose of putting and / or preserving and / or hoardings, neon lights or such installations etc., The Promoter shall be entitled to transfer or assign such right to any person or persons whom they deem fit and the limited company shall not raise any objection thereto.

62. It is further agreed and understood between the parties that if there is any change, modification and / or revision in the reservation and / or acquisition and / or revision in the reservation and / or acquisition area, then such benefits and incentives thereto will be for exclusive use and beneficial enjoyment of the Promoter herein and the Promoter herein is and shall be well and sufficiently entitled to derive the benefits thereof for his own and exclusive profit and the Purchaser herein has granted his / her express and irrevocable consent for the same and shall not raise any objection for the same.
63. It is clearly brought to the notice of the Purchaser and the Purchaser is made aware that Government has imposed service tax and value added tax and therefore the Purchaser herein is entirely liable and responsible to bear and pay the such taxes and other levies as imposed by the government authorities as and when called upon by the Promoters and the Purchaser agree and assure to pay the same without any delay.
64. THE Builders/Promoters shall not be responsible for the consequences arising out of change in law or change in municipal and other laws, rules, regulations etc.,
65. PROVIDED and ALWAYS that if any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representatives or between Purchasers of other premises in the said building, shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
66. The present Agreement shall always be subject to the provisions contained in the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

SCHEDULE OF THE SAID LAND HERETO DESCRIBED

ALL THAT PIECE & PARCEL OF NON AGRICULTURAL LAND bearing **Survey No. 8, H.No.2/A**, Total Area admn. 1600 Sq. mtrs., **Survey No.8, Hissa No.2B**, Area admn.2320 Sq. mtrs., and **Survey No.9, Hissa No.8**, Area admn.270 Sq. mtrs., situated at Village Joveli, Tal. Ambernath, Dist. Thane, within the sub-registration District Ulhasnagar-2, and Registration District Thane, and within the limits of Kulgaon Badlapur Municipal Council, Kulgaon,

ON OR TOWARDS EAST :

ON OR TOWARDS WEST :

ON OR TOWARDS SOUTH :

ON OR TOWARDS NORTH :

VILLAGE NAME	SURVEY/ HISSA	BUILDING NAME	WING NO.	FLAT NO.	FLOOR	AREA SQ. FTS
JOVELI	8/2A, 8/2B, 9/8	"DIAMOND LIFE SPACE" (previously known as "EKVEERA GARDENS PHASE-II")	3	305	THIRD	558 Sq. Fts. Carpet + 62 Sq. Fts Open Terrace

IN WITNESS WHEREOF BOTH THE parties have hereunto set and subscribed their respective seal and signature on the day, month and year mentioned hereinabove.

NAME OF PROMOTER/BUILDER	SIGNATURE/ L.H.THUMB IMPRESSION	PHOTOGRAPH
M/s. EKVEERA SKYLINER CONSTRUCTION COMPANY PRIVATE LTD. THROUGH DIRECTOR MR. SUKUMAR PRADIP DHULE		

NAME OF PURCHASER	SIGNATURE/ L.H.THUMB IMPRESSION	PHOTOGRAPH
MR./MRS. _____ _____		

WITNESSES:

1) _____

2) _____

R E C E I P T

RECEIVED of and from the withinnamed Purchaser/s **Rs.**_____/ - **(Rupees**
_____ **only)** being the earnest money and part
payment of sale consideration to be paid to us before execution hereof in the following manner:

Sr. No.	Name of the Bank & Branch	Cheque No.	Date	Amount
1				
2				
3				
4				

5				
6				
TOTAL:				

(Th
is
rec
eipt

valid is subject to realisation of above referred cheque/s)

We say Received

For **M/s. EKVEERA SKYLINER CONSTRUCTION COMPANY PRIVATE LTD.**

Director

WITNESSES:-

1. _____

2. _____

LIST OF AMENITIES

FLOOR :

Vitrified floor tiles in living room, kitchen and bedroom. Glazed tiles in floor of bathroom, toilet & w. c. 7th height ceramic Glaze tiles dado in bathroom and toilet and 3ft.height glaze dado at w.c. 3ft. height ceramic glaze tiles dado above kitchen platform.

KITCHEN PLATFORM :

Kitchen platform will be green marble with stainless steel sink.

DOOR & DOOR FRAMES :

Main Door will be flush door with sun-mica at front and painted from inside.

Bedroom door will be painted on either side.

Bathroom, w. c. and toilet will be both side laminated sheets door with powder coated aluminum frame.

Main door and Bedroom door will have wooden frame while bathroom, w.c. and toilets will have green marble frame.

Main door and bedroom will have Good quality hardware fitting.

WINDOW :

Living room, bedroom and kitchen window will be green marble frame and will be powder coated aluminum base glass window.

Living and bedroom window will be French type opened window while Bathroom, toilet and w. c. will be glass, lower type window for ventilation.

PLUMBING :

All plumbing work of flats will be concealed plumbing.

C.P. Fitting of bathroom will be branded c.p. fitting with hot and cold water mixer and geezer points.

Flush tanks will be provided to each w.c. and toilet.

ELECTRICAL :

Electrical work shall be concealed work and will use ISI Marked copper wire for wiring alongwith modular switch, for better looks of flats.

Provision of adequate electrical points will be made in Living room, kitchen, bathroom toilets and w.c.

PAINTING :

Distemper paint for internal face of the apartment.

Good quality semi acrylic paint for external surface of building.