

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made and entered into at Kalyan
on this ____ day of _____ 2017 –

BETWEEN

M/S. JARIMARI RESIDENCY, through partner, **SHRI DEVAVND ANANT GAIKWAD**, aged about 44 years, Occupation-BUILDER, Office at Shri Sai Vinayak Darshan, Gawli Nagar, Amrai, Tisgaon, Kalyan (E) 421 306, Dist. Thane, hereinafter called **“the Builder/ Promoter/Developers”** (which expression shall unless it be repugnant to the context or meaning thereof been deemed to mean and include them, their heirs, executors and administrators and assignees) the **Party of the First Par.**

AND

MR. _____, aged about ____ years, Indian Inhabitant Hindu Adult, residing at _____, herein after referred to as the **“the Purchaser”** (which expression shall unless repugnant to the context or meaning thereof mean and include his heirs, executors, administrators and assigns), the Party of the **Second Part.**

WHEREAS SMT. BARKUBAI SHANIVAR GAIKWAD was sole and absolute owner of land, admeasuring area about H.R.P. 0-18-6, Pot Karaba 0-00-5, Akar Rs. 1.83, at Village Tisgaon, Taluka Kalyan, Dist. Thane, within the limits of Kalyan Dombivli Municipal Corporation (KDMC), Kalyan, herein after called the said land for the sake of brevity.

AND WHEREAS from time to time the Pherphar was recorded and ultimately by Pherphar No. 1576, the name of the original owner was recorded.

AND WHEREAS the original owner SMT. BARKUBAI SHANIVAR GAIKWAD got the Commencement Certificate from KDMC vide Outward No. KDMP/NRV/BP/KV/2014-15/78 on 31.12.2014 thereby KDMC has allowed to utilize admeasuring area about 1849.50 Sq. Mtrs., out of total

admeasuring area about 1910 Sq. Mtrs. from the above said land and allowed the original owner to construct A and B Wing with Ground + 3 Upper Floors (Residence).

AND WHEREAS Mr. Kashinath Shankar Gaikwad was a Confirming Party to the Sale Deed dated 20.07.2016 who was in possession of the above said land, has confirmed the transaction between the original owners with developers / promoter AND whose name was recorded in the Revenue records as a possession holder (kabjedar).

AND WHEREAS the above said land was protected u/s. 43 of the Act and which was relaxed by Sub-Division Office, Thane, vide their Order Outward No. TD/T.6/KB/BP/SR-163/2006 and thereby the name of Confirming Party was recorded by Pherphar No. 2128.

AND WHEREAS the present Promoter / Builder purchased the above said land from the original owners, SMT. BARKUBAI SHANIVAR GAIKWAD and others, who are the legal heirs of SMT. BARKUBAI SHANIVAR GAIKWAD by way of Sale Deed on 20.07.2016 and the Sale Deed came to be executed and registered before the Sub-Registrar of Assurances vide Sl. No. 4912/16 and in pursuance of the Sale Deed, Power of Attorney also came to be executed by the original owners in favour of the present Promoter / Builder, which is duly executed and registered before the Sub-Registrar of Assurances vide Sl. No. 4913/16 on 20.07.2016.

AND WHEREAS the Promoter / Builder i.e. Jari Mari Residency is a Partnership Firm, which is initially formed and registered with the Registrar of Firms at Mumbai on 24.04.2015 vide Receipt No. M000022892 and the said Partnership Deed have been reconstructed on 25.01.2016, which is

notarized on 22.03.2016 and thereby the Partner No. 3, Mr. Sanjay Baburao More, introduced as a new Partner in the said Firm.

AND WHEREAS after execution of Sale Deed and Power of Attorney, again the plan was revised from KDMC vide Outward No. KDMP/NRV/BP/DV/2014-15/78/254 ON 26.10.2016.

AND WHEREAS the competent authority has converted the above said land by their Order Outward No. Mahsul/T-2/Jaminbab/Binishichti Tisgaon/SR45/16 dated 01.06.2016 for use of Non-Agricultural.

AND WHEREAS the Promoter has appointed M/s. Dilip Tambday & Associates as their Architect, having his office at 2nd Floor, Sudhanshu Chambers, Shivaji Park, Kalyan (W).

AND WHEREAS the Promoter has appointed Mr. Rajesh Thakre & Associates as Structural Engineer having their office at A103, Chandrama Society, Raghuvir Nagar, Dr. R. P. Road, Char Raste, Near T.J.S. Bank, Dombivli (E) 421 201.

AND WHEREAS Advocate, P. D. Palshetkar, having Office at 7, Kashish Plaza-1, Opp. Zari Mari Tisai Temple, Tisgaon, Kalyan (E), Dist. Thane, has issued Title Certificate dated 12.12.2014 confirming that the land in question is free from all encumbrances.

AND WHEREAS by virtue of Sale Deed and Power of Attorney, the Promoter got the right of the above said land and dispose of the same as per their choice.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. The Builders/Developers have commenced construction of the building on the non-agricultural land described in the first schedule hereunder written consisting of flats/shops in accordance with the plans, specifications, and design sanctioned by the Kalyan Municipal Corporation. The Purchaser seen the said plans and specifications and designs and also seen the site whether the construction work is going on and has approved of the same as agreed with the Builders/Developers that the Builders/Developers shall be entitled to make such variations and/or modifications and alterations in the said plans as may be required to be done by the Municipal Corporation of Kalyan or any other local authorities with the consent of the Purchaser.

2. The flat/shop purchaser has prior to the execution of the said Agreement, satisfied himself about the title and that he shall not be entitled to further investigate the title and no requisitions and/or objections shall be raised on any matter relating to the title certificate issued by Shri Mahendra A. Nikam, Advocate, having office at BK.No. 1298, R.No.5, Behind Gangaram High School, O.T. section, Ulhasnagar -4.

3. The flat/shop purchaser agrees to acquire flat/shop No. _____ on _____ Floor, admeasuring _____ Sq. Ft. carpet area of the building of _____ now under construction on the said N.A. Land described in the first schedule hereunder written (hereinafter referred to as the said unit for a total price or consideration of Rs. _____ (Rupees _____ Only) exclusive of all costs, expenses such as various deposits on account of water, electric connections and meters, expenses on account of formation of housing Society, entrance fees, capital fee, incidental and all other expenses on account of agreement for sale, final conveyance deeds, documents, etc.

4. The aforesaid consideration amount to Rs. _____ (Rupees _____ Only) together with costs and expenses as referred to above in respect of the said flats/shops shall be paid by the flat/shop purchaser to the Developers/Builders in the following manner:-

- a) Rs. _____ On or before the execution of these presents superseding all the earlier payments and receipts.
- b) Rs. _____ On or before _____
- c) Rs. _____ On or before _____
- d) Rs. _____ On or before _____
- e) Rs. _____ On or before _____
- f) Rs. _____ On or before _____
- g) Rs. _____ On or before _____
- h) Rs. _____ On or before _____

On failure of the flat/shop purchaser to pay the aforesaid amount or any part thereof on their respective due dates (time being the essence of the Agreement expressly agreed to by the flat/shop purchaser) whether formally demanded or not, the Builders/Developers shall have option to terminate this Agreement in addition to claim, demand and recover interest for the delayed payment which the flat/shop purchaser has agreed to pay to the Builders/Developers at _____ per cent per annum. In the event the Builders/Developers decide to terminate this Agreement, Builders-Developers shall refund the amount as received without any interest by deducting a sum of Rs. _____ (as token liquidated damage and whatever the

flat/shop purchaser as and when the said flat/shop is sold by the Builders/Developers in favour of the new incumbent flat purchaser of the said flat/shop in place of the flat/shop purchaser of this Agreement.

5. The Builders/Developers agree to give possession of the said unit to the purchaser by end of _____ subject to prompt payment by flat/shop purchaser as per Clause-4. However, the Builders/Developers shall pay interest @ ____% P.A. to the Purchaser if they are unable to deliver possession of the said unit by the aforesaid date. If the completion of the project is delayed by the reason of the non-availability of cement, steel, water for construction of any other builder materials and subject to strikes, civil commotion or any act of God or natural calamities such as earthquake, flood, etc. Or as a result of any notice, order, rule or notification of the Government and/or other public or competent Authority or for any reason beyond the control of the Builders/Developers and in any of the aforesaid events the Builders/Developers shall be entitled to reasonable extension of time for delivery of possession of the said unit to the flat/shop purchasers.

6. The parties hereto specifically declare and confirm that:

a) The possession of the said unit is not transferred to the purchaser before the execution or at the time of execution or after the execution of this Agreement without executing conveyance in respect thereof and without obtaining the Completion Certificate from the competent authority. The conveyance, if any, to be executed in pursuance hereof shall be completed on or before the time of handing over of the possession of the said flat/shop.

b) This Agreement is not an Agreement to sell as immovable property or conveyance within the meaning of the terms under the Bombay Stamp Act, 1958, and no interest in the immovable property is or is intended to be transferred inter vivos in the purchasers.

7. It is respectfully agreed that the carpet area agreed to be acquired by the flat/shop purchaser from the Builders/Developers hereunder in respect of the said unit shall be inclusive of the area of the walls.

8. It is hereby expressly agreed that the Builders-Developers shall be entitled to sell the premises in the said building for the purpose of using the same as guest house, dispensaries, nursing home, maternity homes for residential or for commercial user and/or any other use that may be permitted by the Municipal Corporation of Kalyan and other authorities in that behalf and the Purchaser or his assignee or assignees shall not object to the user of the premises for the aforesaid purpose at any time in future by the respective flat/shop purchasers thereof.

9. The flat/shop purchaser has informed the Builders/Developers that he desires to use the said premises for residential purpose and/or any other purpose or use as may be permitted by the Builders/Developers and the Municipal Corporation of Kalyan and other authorities from time to time. However, the flat/shop purchaser shall not change the use of the premises without prior written permission of the Builders/Developers.

11. It is hereby expressly agreed and provided that so long as it does not in any way affect or prejudice the rights hereunder granted in favour of the flat/shop purchaser in respect of the said premises agreed to be acquired by

the purchaser, the Builders/Developers shall be at liberty to sell, assign, mortgage or other-wise deal with or dispose of their right, title or interest in the said land and the building to be constructed by the Builders/Developers or any part thereof in accordance with the provisions of law for the time being in force with the consent of the Purchaser.

12. The purchasers hereby agree/s to and shall pay to the Developers at the time of taking possession of the said Flat the amount OF Rs. _____ towards development charges and other misc. charges.

The aforesaid amounts are to be paid on or before possession of the said flat is given to the purchaser/s. The aforesaid amounts are agreed to be paid by the Purchasers to the Developers without prejudice to the right of the Developers to recover other amounts including betterment charges from time to time under these presents.

The Developers shall utilize the sum paid by the Purchasers to the Developers for meeting all legal charges, costs and expenses including professional costs of Advocates of the Developers in connection with formation of the said Society, or limited company or condominium as the case may be and the costs of preparing and engrossing this Agreement and Deed of Conveyance or Deed of Transfer as the case may be and/or other purpose for which they have been paid the Developers shall not be liable for providing any accounts and/or details thereof.

(ii) The after deducting the aforesaid amount and the balance there from, if any, after deducting therefrom arrears of taxes and maintenance expenses and expenses incurred will be transferred by the Developers to the said Society

and/or Organization after the buildings are finally transferred to such Societies and the Purchasers hereby agree not to demand any account in respect thereof at any time prior thereto.

The Government has control on any material of construction and prices are hike which cannot be adjusted the present cost then the purchaser will pay additional amount towards the increase of construction cost to the builder (floor developer without any objection).

13) The flat/shop purchaser shall permit the builders/developers and their surveyors and agents with or without workmen and others at all responsible times to enter upon his premises or any part of the building and for laying, checking and repairing cables, water lines, gutters, wires, structure and other conveniences belonging to or servicing to or used for the said building and also for the purpose of cutting of the supply of water to the premises or any other premises in the building in respect whereof the purchaser or the occupier of such premises as the case may be shall have committed default paying his share of the water tax and/or other outgoings and the electric charges and all other outgoings.

14) After the possession of the premises is handover to the flat/shop purchaser, if any, additions or alternations in or about or relating to the said building and required to be carried out by the Government, Municipality and any other statutory authority, the same shall be carried out by the Flat/shop purchaser of the premises in the said building at his own costs and the builders/developers shall not be in any way or manner liable or responsible for the same.

15) The Flat/shop Purchaser shall insure and keep insured the said premises against loss or damage by the fire or any other calamities for the full value thereof.

16) In the vent of the society being formed and registered before the sale and disposal by the builders/developers of all the premises in the said building, the powers and authority of the Society so formed or of the Flat/shop purchaser therein and other purchasers of the premises shall be subject to the overall power of the Builders/Developers in any of the matters concerning the buildings and construction and completion thereof and all amenities pertaining to the same and in particular the builders/developers shall have absolute authority and control as regards and unsold premises and the disposal thereof irrespective of the fact that the purchasers of the different premises have formed a Co-operative Society, Ad-hoc Committee or any other body.

17) Any delay or indulgence by the builders/developers in enforcing the terms of this Agreement or any forbearance or giving time to the flat/shop purchaser for any reason whatsoever shall not be considered as a waiver on the part of the builders of any breach or non-compliance of any of the terms and conditions of this agreement by the flat/shop purchaser nor shall the same in any manner prejudice the remedies of the builder/developers.

18) The letters, receipts and/or notice issued by the Builders/Developers dispatched under certificate of posting/ hand delivery /Regd. post to the address given by the purchaser or paste on the conspicuous part of the said building will be sufficient proof of receipt of the same by the flat/shop

purchaser and shall completely and effectively discharge the builders/developers.

19) If the flat/shop purchaser neglects, omits or fails to pay for any reason whatsoever to the Builders/Developers any part of the amount due and payable to be Builders/Developers under the terms and conditions of the agreement or otherwise (whether before or after the delivery of the possession) within the time herein specified or if the flat/shop purchaser shall in any other way fail to perform or observe any of the covenants and stipulations herein contained or referred to, the Builders/Developers shall be entitled to re-enter upon and resume possession of the said premises and this Agreement shall cease and stand terminated. The flat/shop purchaser agrees that the builders/developers re-entry on the said premises as aforesaid all the right, title and interest of the flat/shop purchaser in the said premises and under this agreement shall cease and the flat/shop purchaser shall also be liable for immediate ejectment of the flat/shop purchaser as a trespasser.

20) The name of the society or such other body shall be determined by the Builders/Developers and the flat purchaser shall not be entitled to change such name in the future at any time.

21) It is hereby expressly agreed by and between the parties hereto that the Builders/Developers shall be entitled to recover before the possession of the premises hereby agreed to be sold given to the flat/shop purchaser all the amounts of deposits paid by the Builders/Developers to the various authorities which are non-refundable on account of the said building.

22) Nothing herein contained shall be constrained to the confer upon the flat/shop purchaser's right, title or interest of any nature whatsoever into or upon the said property or building or any part thereof, or the said flat/shop. Such conferment shall take place only upon a co-operative society or a limited company or an Association being formed by the purchaser of different shops in the said buildings and execution of the conveyance in favour of such society or limited company.

23) The flat/shop purchaser shall have no claim save and except in respect of the flat/shop agreed to be acquired by him that is to say, the open space, lobbies, stilt, terrace-flats, etc. will remain the property of the builders/developers alone till it is transferred by way of Conveyance deed in favour of society.

24) The Builders shall have a right until the execution of the conveyance in favour of the proposed society or the limited company or such other corporate body or an association to make additions or to put up any additional structure or storeys or as they may be permitted by the Government of Maharashtra or other competent authorities with the consent of the Purchaser and such additions, structures or storeys shall be the property of the builders who will be entitled to dispose of the same in such a manner as they may deem fit. For the said purpose the builders/developers shall be entitled to make such notification and/or alterations in the building plans as the Builders/Developers shall deem fit, and this shall operate after consent of the flat/shop purchaser to the Builders/Developers making such alterations and/or additions provided that the above does not in any way effect or prejudice the rights granted in favour of the flat/shop purchaser in respect of the flat/shop agreed to be

acquired by the flat/shop purchaser. The Builders/Developers shall be at liberty to sell, assign or otherwise deal with or dispose of their right, title or interest in the said property in the said building to be constructed the Builders/Developers, provided however and it is hereby agreed and declared that for the aforesaid purpose, the Builders/Developers shall be entitled to have the said plans altered, modified, amended and/or varied and duly sanctioned by the Municipal Corporation of Kalyan and that the flat/shop purchaser shall give consent to such changes, additions, alterations and/or modifications being made in the said plans and this shall be done with consent the flat/shop purchaser to the builders making such alterations and/or modifications and/or changes and/or additions in the said plans which have already been duly sanctioned by the Municipal Corporation of Kalyan.

25) As soon as the building is notified by the Builders/Developers as complete, such of the purchasers of the flat/shop (including the flat/shop purchaser herein), shall pay the respective arrears of the price payable by them within 15 days of such notice being served individually or to be put in any prominent place in the said building. If any of the flat/shop purchaser shall be entitled to terminate this Agreement with such flat/shop purchaser, and the Builders/Developers shall have right to dispose the said flat/shop or unit to the third party.

26) Under no circumstances possession of the flat/shop shall be given by the Builders/Developers to the flat/shop purchaser until all payments required to be made under this Agreement by the flat/shop purchaser have been made to the Builders/Developers and conveyance required to be executed as provided herein is duly executed. The builders/developers shall, in respect of

any amount remaining unpaid by the flat/shop purchaser under the terms and conditions of this agreement, have a first lien and charge on the said flat/shop agreed to be acquired by the flat/shop purchaser.

27) The Builders/Developers shall execute and/or cause to be executed in favour of the society or limited company or any other incorporated body or an association to be formed by the purchasers of flats/shops in the said building, the conveyance or deed of assignment in respect of the said property together with the building or buildings to be constructed thereon by the Builders/Developers. Such conveyance or Deed of Assignment shall be prepared by Shri D.G. Kothari, Advocate, and shall contain such provisions as the said Advocate shall deem fit and necessary.

28) So long as the said flat/shop in the said building shall not be separately assessed for Municipal Charges and water rates, the Purchaser shall pay Rs. _____ per flat/shop monthly in advance towards the proportionate share of the property taxes, water tax or other Municipal taxes and outgoings in respect of the whole building proportion to the area of the flat/shop to be acquired by the flat/shop purchaser.

29) The flat/shop purchaser hereby agrees that in the event of any amount due to the Municipality or to the State Government or betterment charges for development tax, or payment of similar nature becoming payable by the Builders/Developers, the same shall be reimbursed by the flat/shop purchaser in the proportion to the area of the flat agreed to be acquired by the flat/shop purchaser.

30) The flat/shop purchaser shall maintain at his own cost the flat/shop agreed to be purchased by him in good condition, state and order in which it is delivered to him and shall abide by all bye-laws, rules and regulations of the Government, Municipal Corporation of Kalyan and any other authorities and local bodies shall attend, answer and be responsible for all actions and violations of any of the conditions, rules or bye-laws and shall observe and perform all the terms and conditions contained in this Agreement.

31) The flat/shop purchaser hereby agrees and undertakes with builders/developers to pay the amounts liable to be paid by the purchaser under this Agreement and to observe and perform the covenants and conditions contained in this agreement and to keep the builders/developers indemnified against the said payments and observance and performance of the said covenants and conditions except so far as the same ought to be observed by the Builders/Developers.

32) The flat/shop purchaser hereby agrees and undertakes to become member of the co-operative society or limited company to be formed in the manner hereby appearing and also from time to time sign and execute the application for registration and other papers and documents necessary for the formation and registration of the society or the limited company including the bye-laws of the society and duly filled in, signed and returned within 10 days of the same being forwarded by the builders/developers. No objection shall be taken by the purchaser to the draft bye-laws as may be required by the Registrar of Co-operative Societies or other competent authorities. The flat/shop purchaser shall be bound from time to time sign all papers and documents and do all other things as the Builders/Developers and other

purchasers flats/shops in the said building and failure to comply with the provisions of this clause will render this agreement ipso facto to come to an end.

33) The flat/shop purchaser hereby covenants to keep the flat/shops, walls and partition walls, sewere, drain pipes and appurtenants thereto in good and tenantable repairs and conditions and in particular to support, shelter and protect the parts of the building other than his flat/shop.

34) The flat/shop purchaser shall not, without the written permission of the builders/developers let, sub-let, sell, transfer, convey, mortgage, charge or in any manner encumber or deal with or dispose of his flat or assign under – let or part with his interest under or the benefit of this agreement or any part thereof or to the said flat until the execution of the conveyance in favour of the co-operative society or a limited company or any other incorporated or an association and till the flat/shop purchaser shall have paid to the builders/developers all the moneys payable to them under this agreement.

35) The purchaser shall not use the flat/shop or permit the same to be used for any purpose whatsoever other than as a residence for any purposes which may or is likely to cause nuisance or annoyance to the other purchaser/occupier of the other flats in the building or to the owners or occupiers of the neighbouring properties not for any illegal or immoral purpose.

36) The purchaser shall not any time demolish or cause to be demolished the flat/shop or any part thereof agreed to be taken by him will not be at any time make or cause to be done any alterations, additions or whatsoever nature

to the said flat/unit or any part thereof. The purchaser shall not permit the closing the verandah or lounges or balconies or make any alterations in the said elevation and outside colour scheme of the flat to be acquired by him. The flat/shop purchaser shall not keep cloths for drying in the balcony.

37) The purchaser shall not do or permit to be done any act or thing which may render void or voidable any insurance of any flat/shop in any part of the said building or cause any increased premium to be payable in respect thereof.

38) The purchaser shall not throw dirt, rubbish, garbage or other refuse or permit the same to be thrown out from the flat/shop for the purpose of repairing any part of the building and/or apartment, in the compound or any portion of the building.

39) After the building is completed and ready and fit for occupation and after the society or the limited company is registered and only after all the flats in the said building and/or buildings to be constructed by the builders/developers as aforesaid have been sold and disposed by the Builders/Developers and the Builders/Developers have received all dues payable to them under the terms of the Agreements with various purchasers, the builders/developers shall execute and/or cause to be executed a Deed of Conveyance in favour of the said Society or a limited company as hereinbefore provided.

40) All costs, charges and expenses in connection with formation of the co-operative society or the limited company as the costs of preparing engrossing, stamping and registering all the agreements, conveyance and other documents or document required to be executed by the builders/developers or by the

purchaser, stamp and registration charges in respect of such society or limited company as well as the entire professional costs of the Advocates and Solicitors and the builders/developers in preparing and approving all such documents shall be borne and paid by all the members of such society or limited company. The builders/developers shall not contribute anything towards such expenses. The proportionate share of such costs, charges and expenses payable by the flat purchaser shall be paid immediately on demand.

41) If any time hereafter the floor space index (FSI) in respect to the piece of land described in the First Schedule hereunder written is increased, the benefit of such increase in FSI shall be available to the builders/developers alone. The developers/builders with the consent of Purchaser, shall be entitled to put up additional structures on the said piece of land either by way of putting up additional storeys on the said building to be constructed as aforesaid or by putting up new structures on the said piece of land as per the permission of the Municipal Corporation or other authorities irrespective of whether the conveyance in respect of the said piece or land shall have been executed in favour of the Co-operative Society or a limited company or any association formed by the flat/shop purchaser. In order to enable the builders/developers to put up additional construction work, such society or limited company or the Association of Apartment Owners shall give all such facilities as may be necessary and shall be deemed to have signed plans for additional construction work as may be required to be submitted to the authorities for sanction.

42) The purchaser agrees to lodge this Agreement for registration with Sub-Registrar of Kalyan, forthwith and intimate to the Builders/Developers in

writing the serial number and date on which this agreement is lodged for registration immediately thereafter to enable the builders/developers to appear before the Sub-Registrar concerned and admit execution. In the event of the Purchaser's failure to lodge this Agreement for registration or to give intimation of lodgment to the builders/developers in good time the builders/developers shall not be in any manner liable or responsible for the consequent non-registration of this Agreement.

43) The purchaser of this Agreement along with other flat/shop purchaser of building to _____ have agreed with the builders/developers to form a common co-operative housing society, limited company or associations of persons, etc. as the case may be along with the other flat purchaser of building, builders/developers builder M/s. _____ being developed under construction or development as aforesaid is on the non-agricultural plot of land described in the First Schedule hereunder written. Thus, any of the flat purchasers shall not object in any manner the formation of common co-operative housing society, apartment or association of person, etc. as aforesaid.

FIRST SCHEDULE OF THE LAND

Tisgaon, Kalyan (E), Taluka Kalyan, Dist. Thane, within the limits of Kalyan Dombivli Municipal Corporation, Kalyan, Dist. Thane, within the limits of Kalyan Municipal Corporation situated and lying with admeasuring, admeasuring area about H. R. P. 0-18-6, Pot Karaba 0-00-5, total area about 19.10 gunta, at Survey No. 80, Hissa No.4, at Village Tisgaon, Taluka Kalyan, Dist. Thane, within the limits of Kalyan Dombivli Municipal Corporation (KDMC).

SECOND SCHEDULE OF BUILDING OF _____ AND
AMENITIES AND FACILITIES THEREIN.

The ground plus upper floor of building _____ consists of self-contained residential flats on non-agricultural plot of land described in the first schedule hereinabove written. The building shall be R.C.C. frame structure with underground and overhead water storage tanks with electric pump and pump house for ensuring indirect water supply. The building shall be painted from outside with cement paint. Internal walls shall be painted with lime wash. Doors and windows shall be painted with oil paint. The surrounding of the building shall at places be suitably paved and the building shall be suitable fenced with one main gate and a small gate.

SCHEDULE OF FLAT

Building namely – Shankar Complex II

Municipal Property No. _____

| Village | S. No. | Hissa No. | Flat No. | Floor | Area | Sale price |
|-------------|--------|-----------|----------|-------|--------|------------|
| Katemnivali | 80 | 4 | _____ | _____ | Sq.Ft. | _____ |
| (Carpet) | | | | | | |

Amenities to be provided for Residential Flats.

1. DOORS & WINDOWS :

- Main entrance door to every block will be a Flush Door prosold core of flush door with French polish or oil paint on the external side.
- All other doors will be 6 mm water proof doors with oil paint or varnish.

- c) Windows will be MS Section or Aluminum with glazed shutters and with aluminum fixture on wooden and fully glazed.
- d) Flooring or living, bed, Kitchen, Balcony passage will be or spartex tiles.
- e) Bath & W.C Windows will have glass louvers, M.B Bars.
- f) Bathroom will be provided with shahabadi Polish tiles base full color glazed tiles.
- g) WC will be provided with white glazed tiles as the base & white glazed tiles for dado 3.
- h) One cooking platform will be provided in Kadappa stone/Green marble steel sink basin.
- i) One wash basin of 18x 12 in each block.

WATER SUPPLY

Tap will be provided of indirect connection in kitchen, Bath, W.C & Wash basin. Overhead & underground water storage tanks and electric Pump will also be provided.

ELECTRIC SUPPLY :

Lighting points will be provided in the flats as below :

| | Light Point | Fan Point | Plug Point |
|---------------------------------|--------------------|------------------|-------------------|
| Living Room | 2 | 1 | 1 |
| Bed Room | 2 | 1 | 1 |
| Bath & WC | 2 | - | - |
| Kitchen | 1 | 1 | 1 |
| Internal Passage in Flat | 1 | - | - |

One bell point will be provided per flat.

- k Municipal Water connection in the kitchen.

IN WITNESS WHEREOF the parties have hereto and hereunto set and subscribed their respective hands and seals on the day, month and year first hereinabove mentioned.

SIGNED, SEALED AND DELIVERED)

by the within named Builders/Developers)

Jarimari Residency)

through Partner) BUILDERS/DEVELOPERS

In the presence of

1.

2.

SIGNED, SEALED AND DELIVERED)

By the within named flat purchaser)

Flat Purchaser

In the presence of

1.

2.