

Date: _____

To,

Sub:- Allotment of a Flat in our proposed buildings project named “DATTATRAY CHS” on of Survey No. 25 Hissa No. 2B, (City Survey No. 1268) Situate at Village-Shedavali, Tal.- Khalapur, Dist-Raigad.

Sir/Madam,

- 1) I, seized and possessed of or otherwise well and sufficiently entitled to all portion of 400 Sq.Mtrs Land out of total area of land bearing Survey No. 25 Hissa No. 2B, (City Survey No. 1268) Situate at Village-Shedavali, Tal.- Khalapur, Dist-Raigad. I hereby assured you that the title to the above mentioned plot of land and of the Buildings being constructed thereon by us is marketable and free from all encumbrances, claims and demands and I am entitled to deal with and dispose off the premises comprised therein on Ownership Basis. The layout of the building and the scheme of development thereof have been heretofore seen and approved by you.
- 2) I have obtained the development permission/commencement certificate for development and construction of the building on the said plot of land from the competent authorities.
- 3) I intend to develop and construct the said building project to be known as “DATTATRAY CHS” in accordance with the plans, designs and specifications approved by the concerned local authority.

- 4) Our Real Estate Project namely “DATTATRAY CHS” is registered under the provisions of The Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at _____ No. _____.
- 5) As per your specific request vide your booking form dated _____ we hereby agree for allotment of a Flat to you in our proposed buildings Project known as “DATTATRAY CHS” bearing Flat No.- _____ on the _____ Floor in DATTATRAY CHS BUILDING as shown in the floor plan thereof hereto annexed and marked “Annexure-A” situated at project land for a lump sum price of Rs. _____ (Rupees _____ Only) being and inclusive the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities appurtenant to the premises exclusive of Goods & Service Tax (GST), taxes, cess, legal charges, registration charges, stamp duty and cost of formation of the Society, cost of covered car parking.
- 6) you shall pay to us the Consideration amount of Rs. _____ (Rupees _____ Only) in the following manner.

Sr. No.	Stages	% of Payment
1.	Paid At the time of Booking	5%
2.	Upon Plinth Level Construction	15%
3.	At the time of first slab	15%
4.	At the time of Second Slab	15%
5.	At the time of Third Slab	10%
6.	At the time of Fourth Slab	10%
7.	At the time of Fifth Slab	10%
8.	At the time of Brick Work and Plastering	10%
9.	At the time of Flooring and tiles	5%
10	Possession	5%

Time for payment of the aforesaid installments and all the amounts due and payable under these presents by you to us is of essence of the contract. All payments against this allotment shall be made by you by way of a account payee Cheque/Demand Draft drawn in favour of M/S. ABS Enterprises. if payment as stipulated herein above is not made then this allotment letter shall stand cancelled and the application fee/earnest money deposit shall remain forfeited.

- 7) You should submit the copies of PAN, Residence Proof along with the payments stipulated hereinabove.
- 8) The benefit of this letter of intent and matters of and incidental thereto cannot be directly or remotely transferred or assigned or disposed off by you without having obtained our prior written consent for the same. This letter does not give you any right in respect of the said Flat and is restricted only to an acknowledgement of your advance money or application fee for your proposal to purchase the said premises. The allotment will be confirmed in your favour through a registration of the Agreement for Sale in your favour only after fulfillment of the terms and conditions set-forth herein.
- 9) You shall, at your own costs and expenses, comply with all matters such as payment of stamp duty on the agreement(s), Deed(s) comprising the said transaction of sale/purchase of the said premises and register the same with the Registering Authorities concerned as required by provisions of law in that behalf for the time being in force.
- 10) You have expressly agreed, accepted and confirmed to pay to us immediately as and when demanded by us and/or to the appropriate authorities all the present/future/revised/new property/Municipal Tax, Goods & Service Tax (GST), Development charges, Education

Cess, and/or any other levies, taxes, cess, surcharge, dues, duties, including 1% (One Percent) TDS etc. which may be called or demanded under name or terminology or may become payable due to any change/amendment in the existing laws, polices, rules or due to implementation/enactment of any new laws/rules by the local bodies, State Government, Central Government or by any other competent authorities. You shall pay such amount in additions to any amount mentioned under the agreement for sale/letter or otherwise.

- 11) You are aware of your obligation to pay the further and other dues over and above the agreed consideration such as share money, expenses for maintenance charges, maintenance deposit, legal costs etc. and any additional amounts or deposits as determined by us as provided in Performa Agreement.
- 12) That Construction of the said Building is estimated to be completed on or before _____, subject to delay for reasons beyond our control or force majeure.
- 13) All notices/communications to be sent/served on you as contemplated in this letter shall deem to have been duly served if sent to you through electronic transmission, facsimile transmission or registered A.D. to your address given hereinabove. In case of any change in the address, you will intimate us accordingly otherwise all letters and correspondences shall be sent/ communicated at the above address.
- 14) You have heretofore independently examined all aspects of our entitlement to the building and the scheme of development thereof and terms of allotment on Ownership Basis and in which behalf the documents/plans/ sanctions/terms are perused and approved by you. This writing is merely a Letter of Intent to allot and is not and does not purport to be and shall not be construed or deemed to be

an Agreement/Deed to Sell/Purchase which arrangement shall become operative only upon the happening of events hereinabove mentioned and not otherwise.

- 15) We hereby confirm that we have not agreed to sale the said premises to anybody else nor created any encumbrance on the said premises and the title thereof is clear and marketable.
- 16) This allotment shall be subject to Khalapur jurisdiction only.
- 17) Kindly confirm the above by endorsing your signature/s at the foot of the duplicate hereof. Thanking you.

Yours faithfully,

for **M/S. ABS Enterprises**

I/We confirm the above

(Proprietor)

(Allottee/s)

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Khalapur on this _____ day of _____, 2017

Between

M/S. ABS ENTERPRISES, a proprietary firm, , having its office at Flat No. 107, Building No. F3, Om Sai Dham CHS, Simplex, Sector No. 7, Ghansoli, New Mumbai, 400701, Through its Proprietor SHRI/SMT./MISS./M/S. Nivrutti Ramrao Panchal, age about _____ years. Occupation Business, having address at Flat No. 107, Building No. F3, Om Sai Dham CHS, Simplex, Sector No. 7, Ghansoli, New Mumbai, 400701 hereinafter referred to as “THE PROMOTERS” (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include the survivors or survivor of them and the heirs, executors and assigns) OF THE ONE PART

And

SHRI/SMT./MISS./Mrs/. _____,
having address at _____

_____ hereinafter referred to as “THE ALLOTTEE(S)” (which expression shall unless contrary to the context or meaning thereof mean and include in the case of individuals his/her/their heirs and legal representatives and in case of partnership firm the partners constituting the firm for the time being and the survivors or survivor of them and their respective heirs and legal representatives and in the case of a corporate body, its successors and assigns and in the case of the Trust its trustees for the time being) OF THE OTHER PART.

Whereas The Proprietor of M/s ABS Enterprises **Builders and Developers, a Sole proprietary firm, having its office at** Flat No. 107, Building No. F3, Om Sai Dham CHS, Simplex, Sector No. 7, Ghansoli, New Mumbai, 400701,, Mr. Nivrutti Ramrao Panchal, purchased the area admeasuring about 0-02-985 hectores ie; 298-50 Sq. Mtrs from Mrs. Abida Amjad Khan vide a Sale Deed Dated 26/04/2013. The said Sale Deed is duly registered in the Sub Registrar of Assurances at Khalapur on 26th April 2013 at serial No.1966/2013.

AND whereas again the Proprietor of M/s ABS Enterprises **Builders and Developers, a Sole proprietary firm, having its office at** Flat No. 107, Building No. F3, Om Sai Dham CHS, Simplex, Sector No. 7, Ghansoli, New Mumbai, 400701,, Mr. Nivrutti Ramrao Panchal, purchased the area admeasuring about 0-01-50 hectores ie; 101-50 Sq. Mtrs from Mrs. Abida Amjad Khan vide a Sale Deed Dated 04/08/2015. The said Sale Deed is duly registered in the Sub Registrar of Assurances at Khalapur on 4th August 2015 at serial N.2655/2015. Accordingly Mr. Nivrutti Ramrao Panchal, a By virtue of the

abovesaid Sale Deeds, the Builder/ Developer/ promoter Mr. Nivrutti Ramrao Panchal, Proprietor of M/s ABS Enterprises had derived right to construct a multi storied buildings upon the said land plot admeasuring about 400 Square Meter and to sell units (Flats/ Shops/ offices/parking's / garages/ gardens/ terraces etc.) in the said land and building.

And whereas Accordingly, a By virtue of the abovesaid Sale Deeds, had derived right to construct a multi storied buildings upon the said land plot and to sell units (Flats/ Shops/ offices/parking's / garages/ gardens/ terraces etc.) in the said land and building.

And Whereas the builder, developer, promoter has proposed to construct upon the land a multistoried building to be known as "DATTATRAY CHS".

And Whereas the promoter has entered into a standard agreement with Mr Kishor Shinde "Abhikalpa" Architects and interior and Designer as an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council.

And whereas the Promoters initially got the plans approved for residential and commercial purpose by consuming the portion of the FSI (Floor Space Index) and procured requisite development permission under the law consisting 1 (One) buildings consisting ground plus 4 (Four) upper Floors, from Khopoli Nagar Parishad vide its order bearing reference No.- KMC/Bandh.Vi/Bandh.P/ 4009/8166, dated 18/03/2016, being constructed on the aforesaid land as one unified plot of land for the area as mentioned in the said orders;

AND WHEREAS the Promoters have floated the ownership scheme on the said Land under the name and style of "DATTATRAY CHS" comprising of building as mentioned hereinabove consisting of residential and commercial units. The said project shall be known as "DATTATRAY CHS" hereinafter referred as "Said Project" and more particularly described in Second Schedule as mentioned hereunder;

And whereas the Promoters are in the process of developing the said Property and constructing building thereon having Ground plus Four Upper Floors Promoters propose to utilize additional FSI/TDR/Staircase premium as per the rules and regulations of the competent authority in future;

AND WHEREAS the Promoter declares that the above referred agreements permissions and sanctions are still valid, subsisting and completely in force.

And whereas the Promoters are entitled and enjoined upon to construct the residential building on the project land in accordance with the recitals hereinabove as per the plans sanctioned and the development permission granted by the Khopoli Nagar Parishad including such additions,

modifications, revisions, alterations therein, if any, from time to time as may be approved by the Planning Authorities.

And whereas Copy of the N.A. order and development permission/commencement certificate is annexed herewith as “AnnexureA”;

And whereas the Allottee(s) is/are offered a Flat bearing number _____ on the _____ Floor in Building No.- _____ (hereinafter referred to as “the said Flat”) of the building’ project to be known as “DATTATRAY CHS” (hereinafter referred to as “the said Building”) being constructed of the said project, by the Promoters;

And whereas the Promoters have entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

And whereas the Promoters have appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoters accept the professional supervision of the Architect and the structural Engineer till the completion of the building(s).

And whereas by virtue of the aforesaid Agreements, the Promoters have sole and exclusive right to sell the Flats and Other Units in the proposed building(s) to be constructed by the promoters on the project land and to enter into Agreement(s) with the Allottee(s) of the said Flats and Other Units therein and to receive the sale price in respect thereof.

And whereas on demand from the allottee(s), the Promoters have given inspection to the Allottee(s) of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter’s Architects M/S. ABHIKALPA ARCHITECT AND INTERIOR DESIGNERS and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 ((hereinafter referred to as “the said Act”) and the Rules and Regulations made there under.

And whereas the authenticated copy of Certificate of Title issued by the advocate of the Promoters, and authenticated copy of 7/12 showing the nature of the title of the Promoters to the project land on which the Flats are to be constructed have been annexed hereto and marked as “Annexure-B & C” respectively.

And whereas the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as “Annexure-D”.

And whereas the authenticated copies of the plans of the Layout as proposed by the Promoters and according to which the construction of the buildings

and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as “Annexure-E”.

And whereas the authenticated copies of the plans and specifications of the Flat agreed to be purchased by the Allottee(s), as sanctioned and approved by the local authority have been annexed and marked as “Annexure-F”.

And whereas the Promoters have got the approvals from the concerned authority(s) to the plans, the specifications, elevations, sections and of the said building/s so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

And whereas while sanctioning the said plans concerned authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the project land and the said building and upon due observance and performance of which only the Completion or Occupancy Certificate in respect of the said building(s) shall be granted by the concerned authority.

And whereas the Promoters have accordingly commenced construction of the said building(s) in accordance with the said proposed plans. And whereas the Allottee(s) have applied to the Promoters for allotment of a Flat and/or other units bearing number _____ in Building No. _____ on the _____ Floor of the proposed buildings’ project to be known as “DATTATRAY CHS” being constructed of the said Project.

And whereas the carpet area of the said Flat is _____ Sq. Mts. and “Carpet Area” means the net usable floor area of Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony area of _____ Sq. Mts. appurtenant to the said Flat for exclusive use of the Allottee(s) or verandah area and exclusive open terrace area of _____ Sq. Mts. appurtenant to the said Flat for exclusive use of the Allottee(s), but includes the area covered by the internal partition walls of the Flat.

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 hereafter.

And whereas prior to the execution of these presents, the Allottee(s) has/have paid to the Promoters a sum of Rs. _____ (Rupees

_____ Only) being part payment of the sale consideration of the Flat agreed to be sold by the Promoters to the Allottee(s) as advance payment or application fee (the

payment and receipt whereof the Promoters doth hereby admit and acknowledge) and the Allottee(s) has/have agree(s) to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

And whereas the Promoters have registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at _____ No. _____; the authenticated copy of the Certificate is annexed herewith as “Annexure-G”.

And whereas under Section 13 of the said Act the Promoters are required to execute a written Agreement for sale of said Flat with the Allottee(s), being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agree to sell and the Allottee(s) hereby agree(s) to purchase the said Flat.

Now therefore this Agreement witnesseth and it is hereby agreed by and between the parties hereto as follows:

1) The Promoters shall construct the said building project to be known as “DATTATRAY CHS” comprising one building having Ground plus Four Upper Floors as per the rules and regulations of the competent authority on the project land in accordance with the plans, designs and specifications approved by the concerned authority and which have been seen and approved by the Allottee(s) with only such variations and modifications as the Promoters may consider necessary or as may be required by the concerned authority/Government to be made in any of the Premises, provided that the Promoters shall have to obtain prior consent in writing of the Allottee(s) in respect of such variations or modifications which may adversely affect the Flat of the Allottee(s) except any alteration or addition required by any Government authorities or due to change in law. a) (i) The Allottee(s) hereby agree(s) to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee(s) the said Flat bearing No. _____, admeasuring _____ Sq. Mts. carpet area in Building No. _____ - on the ____ (_____) Floor of the proposed buildings’ project to be known as “DATTATRAY CHS”, hereinafter referred to as “THE SAID FLAT”, more particularly described in the “Third Schedule” hereunder written and as shown on the floor plan thereof hereto annexed and marked as “Annexure-D” for a lump sum price of Rs. _____ (Rupees _____)

_____ Only) being and inclusive the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the

common areas and facilities which are more particularly described in the Second Schedule written hereunder.

a) The Allottee(s) have paid on or before execution of this agreement a sum of Rs. _____ (Rupees _____ Only) as advance payment or application fee and hereby agree(s) to pay to the Promoters the balance amount of Rs. _____ (Rupees _____ Only) in the following manner:-

Sr. No.	Stages	% of Payment
1.	Paid At the time of Booking	5%
2.	Upon Plinth Level Construction	15%
3.	At the time of first slab	15%
4.	At the time of Second Slab	15%
5.	At the time of Third Slab	10%
6.	At the time of Fourth Slab	10%
7.	At the time of Fifth Slab	10%
8.	At the time of Brick Work and Plastering	10%
9.	At the time of Flooring and tiles	5%
10	Possession	5%

Subject to the terms of the Agreement and the Promoters abiding by the construction milestones, the Allottee(s) shall make all payments, on demand by the Promoters, within the stipulated time as mentioned in the payment schedule through account payee cheque/demand draft or online payment in favour of M/S. Atharv Construction and Developers,

b) The Total Purchase Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of Value Added Tax, Service Tax, Goods and Service Tax (GST) and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the Flat.

c) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoters undertake and agree that while raising a demand on the Allottee(s) for increase in development charges, cost, or

levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/ order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottees, which shall only be applicable on subsequent payments.

d) The Promoters shall confirm the final carpet area that has been allotted to the Allottee(s) after the construction of the Buildings are complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (Three percent). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Allottee(s) within 45 (Forty Five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee(s).

If there is any increase in the carpet area allotted to Allottee(s), the Promoter shall demand additional amount from the Allottee(s) as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement. h) The Allottee(s) authorizes the Promoters to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoters may in its sole discretion deem fit and the Allottee(s) undertake not to object/demand/direct the Promoters to adjust his/her/their payments in any manner.

2) The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the Flat to the Allottee(s), obtain from the concerned local authority Occupation and/or Completion Certificates in respect of the said Flat. a) Time is essence for the Promoters as well as the Allottee(s). The Promoters shall abide by the time schedule for completing the project and handing over the Flat to the Allottee's and the common areas to the association of the allottee's after receiving the Occupancy Certificate or the completion certificate or both, as the case may be. Similarly, the Allottee(s) shall make timely payments of the instalment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promotes as provided in clause 1 (c) herein above. ("Payment Plan").

3) The Promoters hereby declare that the Floor Space Index available as on date in respect of the project land is 11617 Sq. Mts. Only (i.e. FSI Consumed 8851.11 Sq. Mts. & the pending FSI to be consumed in future 2765.89 Sq.

Mts.). The Promoters have disclosed the Floor Space Index of 1.1 + 20% Premium Paid FSI + 90% TDR as proposed to be utilized by him on the project land in the said Project and Allottee(s) have agreed to purchase the said Flat based on the proposed construction and sale of Flat to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

4) If the Promoters fail to abide by the time schedule for completing the project and handing over the Flat to the Allottee(s) the Promoters agree to pay to the Allottee(s) who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee(s) for every month of delay, till the handing over of the possession. The Allottee(s) agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee(s) to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter. a) Without prejudice to the right of promoters to charge interest in terms of sub clause 4(a) above, on the Allottee(s) committing default in payment on due date of any amount due and payable by the Allottee(s) to the Promoters under this Agreement (including his/her/them proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee(s) committing 3 (Three) defaults of payment of instalments, the Promoters shall at his own option, may terminate this Agreement:

Provided that, Promoters shall give notice of 15 (Fifteen) days in writing to the Allottee(s) by Registered Post AD at the address provided by the Allottee(s) and mail at the e-mail address provided by the Allottee(s) of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee(s) fail(s) to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, promoters shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee(s) (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoters) within a period of thirty days of the termination, the instalments of sale consideration of the Flat which may till then have been paid by the Allottee(s) to the Promoters.

5) The fixture and fittings with regards to flooring and sanitary fittings and amenities to be provided by the Promoters in the Flat and the said building are those that are set out in the "Fourth Schedule" mentioned hereunder.

6) The Promoters shall give possession of the Flat to the Allottee(s) on or before 31/12/2017. If the Promoters fail or neglect to give possession of the Flat to the Allottee(s) on account of reasons beyond their control and of their agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee(s) the amounts already received by them in respect of the Flat with interest at the same rate as may mentioned in the clause 4(a) herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of (i) War, civil commotion or act of God; (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7) The Promoters, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee(s) as per the agreement shall offer in writing the possession of the Flat to the Allottee(s) in terms of this Agreement to be taken within 15 (Fifteen) Days from the date of issue of such notice and the Promoters shall give possession of the Flat to the Allottee(s).

The Promoters agree and undertake to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee(s) agree(s) to pay the maintenance charges as determined by the Promoters or association of Allottee(s) as the case may be. The Promoters on its behalf shall offer the possession to the Allottee(s) in writing within 7 (Seven) days of receiving the occupancy certificate of the Project.

a) The Allottee(s) shall take possession of the Flat within 15 (Fifteen) of the written notice from the Promoters to the Allottee(s) intimating that the said Flat are ready for use and occupancy:

b) Upon receiving a written intimation from the Promoters as per clause 7, the Allottee(s) shall take possession of the Flat from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Flat to the Allottee(s). In case the Allottee(s) fail to take possession within the time provided in clause 7 such Allottee(s) shall continue to be liable to pay maintenance charges as applicable.

c) If within a period of 5 (Five) years from the date of handing over the Flat to the Allottee(s), the Allottee(s) brings to the notice of the Promoters any structural defect in the Flat or the building in which the Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the

Promoters at its own cost and in case it is not possible to rectify such defects, then the Allottee(s) shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act. Provided however, that the allottee(s) shall not carry out any alterations of the whatsoever nature in the said flat of wing and in specific the structure of the said unit/wing of the said building which shall include but not limit to columns, beams etc or in fittings therein, in particular it is hereby agreed that the allottee(s) shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water, if any of such works are carried out without the written consent of the promoters the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect(s) caused on account of wilful neglect on the part of the promoters, and shall not mean defect(s) caused by normal wear and tear and by negligent use of flat by the occupants, vagaries of nature etc. That it shall be the responsibility of the allottee(s) to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage. Further, where the manufacturer warranty as shown by the Promoters to the allottee(s) ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/wing. And if the annual maintenance contracts are not done/renewed by the allottee(s) the promoter shall not be responsible for any defects occurring due to the same. That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment's, fixtures sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable. That the allottee(s) has/have been made aware and that the allottee(s) expressly agrees that the regular wear and tear of unit/building/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 200 c and which do not amount to structure defects and hence cannot be attributed to either bad workmanships or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall then submit a report to state the defects in materials used, in the structure built of the unit/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

8) The Allottee(s) shall use the Flat or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of keeping or parking his own vehicle.

9) The Allottee(s) along with other Allottee(s) of Flats in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, : 20 : including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters within 7 (Seven) days of the same being forwarded by the Promoters to the Allottee(s), so as to enable the Promoters to register the common organisation of Allottee(s). No objection shall be taken by the Allottee(s) if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

10) The Promoters shall, within 3 (Three) months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company or federation of the society all the right, title and the interest of the Promoters in the said structure of the Building or wing in which the said Flat is situated.

11) The Promoters shall, within 3 (Three) months of registration of the Society or Limited Company, as aforesaid, cause to be transferred to the Society, company or federation of the society all the right, title and the interest of the Promoters in the project land on which the buildings are constructed.

12) Within 15 (Fifteen) days after notice in writing is given by the Promoters to the Allottee(s) that the Flat is ready for use and occupancy, the Allottee(s) shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee(s) shall pay to the Promoters such proportionate share of Rs. _____
(Rupees _____)

Only) provisional 12 (Twelve) months in advance maintenance charges The Allottee(s) further agree that till the Allottee's share is so determined the Allottee(s) shall pay to the Promoters provisional monthly contribution of Rs.

_ Only) per month towards the outgoings. The amounts so paid by the Allottee(s) to the Promoters shall not carry any interest and remain with the Promoters until a conveyance of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Society or the Limited Company, as the case may be.

13) The Allottee(s) shall on or before delivery of possession of the said premises keep deposited with the Promoters, the following amounts: Rs. 600/- (Rupees Six Hundred Only) for share money, application entrance fee of the Society or Limited Company.

14) The Allottee(s) shall pay to the Promoters a sum of `10,000/- (Rupees Ten Thousand Only) for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Promoters in connection with formation of the said Society, or Limited Company and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.

15) At the time of registration of conveyance of the structure of the building or wing of the building, the Allottee(s) shall pay to the Promoters, the Allottee(s)' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance of the project land, the Allottee(s) shall pay to the Promoters his/her/their share of stamp duty and registration charges payable, by the said Society or Limited company on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Society or limited company.

16) The Promoters hereby represent and warrant to the Allottee(s) as follows:

a) The Promoters have clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and have the requisite rights to carry out development upon the project land and also have actual, physical and legal possession of the project land for the implementation of the Project;

b) The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall

obtain requisite approvals from time to time to complete the development of the project;

c) There are no encumbrances upon the project land or the Project;

d) There are no litigations pending before any Court of law with respect to the project land or Project;

e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the project, project land and said building/wing shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

f) The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;

g) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Flat which will, in any manner, affect the rights of Allottee(s) under this Agreement;

h) The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Flat to the Allottee(s) in the manner contemplated in this Agreement;

i) At the time of execution of the conveyance deed of the structure to the association of Allottee(s) the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee(s);

J) The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

k) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoters in respect of the project land and/or the Project.

17) The Allottee(s) for himself/herself/themselves with intention to bind himself/herself/themselves and all persons into whomsoever hand the said Flat may come, doth hereby covenant with the Promoters(s) as follows:-

a) To maintain the Flat at the Allottee(s)' own cost in good and tenantable repair and condition from the date of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.

b) Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Allottee(s) in this behalf, the Allottee(s) shall be liable for the consequences of the breach.

c) To carry out at his/her/their own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoters to the Allottee(s) and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee(s) committing any act in contravention of the above provision, the Allottee(s) shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

d) Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat without the prior written permission of the Promoters and/or the Society or the Limited Company.

e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the Flat is situated.

g) Pay to the Promoters within fifteen days of demand by the Promoters, their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.

h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Allottee(s) for any purposes other than for purpose for which it is sold.

i) The Allottee(s) shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Allottee(s) to the Promoter under this Agreement are fully paid up.

j) The Allottee(s) shall observe and perform all the rules and regulations which the Society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee(s) shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

k) Till a conveyance of the structure of the building in which Flat is situated is executed in favour of Society/Limited Society, the Allottee(s) shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

l) Not to change the position of the sliding windows provided by the Promoters in the Flat by the Flat Allottee(s) and not to change the shape and

size of the door frames and French doors and sliding windows section and elevation thereof in the said Flat.

m) Not to do or permit to be done any act or things which may render void or violable any insurance of the said property and the said building or any part thereof or whereby any increased premium become payable in respect of such insurances.

18) The Promoters shall maintain separate account in respect of the sums received by the promoters from the Allottee(s) as advance or deposit, sums received on account of the share capital for the promotion of the co-operative society or limited company or any other legal body to be formed or towards the outgoings, legal charges and shall utilise the amounts only for the purpose for which they have been received.

19) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise and/or assignment in law of the said Flat or the said building or any part thereof. The Allottee shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreational spaces will remain the property of the Promoters until the said structure of the building is transferred to the society / limited company or other legal body as hereinbefore mentioned.

20) The Promoters shall in respect of any amount unpaid by the Allottee(s) under this Agreement, have a first lien and/or charge on the said Premises agreed to be acquired by the Allottee(s).

21) Any delay or indulgence by the Promoters in enforcing the terms of this Agreement or forbearance on their part or giving extensions of time by the Promoters to the Allottee(s) for payment of purchase price in installments or otherwise shall not be construed as a waiver on the part of the Promoters of any breach of this Agreement by the Allottee(s) nor shall the same in any manner prejudice the rights of the Promoters.

22) The Allottee(s) shall have no claim save and except in respect of the particular Premises hereby agreed to be acquired i.e. to any open spaces etc. which will remain the property of the Promoters until the whole property is transferred to the proposed co-operative society or a limited company or any other legal body as the case may be subject however to such conditions and covenants as the Promoters may impose.

23) It is agreed that if one or more of such Flat are not taken/ purchased or occupied by any person other than the Promoters at the time the Building is ready for part occupation/occupation, the Promoters will be deemed to be the Owners thereof until such Flats are agreed to be sold by the Promoters. The Allottee(s) shall from date of possession maintain the said Flats at

his/her/their own cost in a good and tenantable condition and shall not do or suffer to be done anything to the said building or the said Flats, staircase and common passages which may be against the rules or bye-laws of the concerned authorities or of the Promoters or the cooperative society or limited company or such other legal body as the case may be. No structural/ architectural alteration/modification or changes shall be carried out by the Allottee(s) to the Flat. The Allottee(s) shall be responsible for breach of any rules and regulations as aforesaid.

24) So long as each Allottee(s) in the said building shall not be separately assessed, the Allottee(s) shall pay proportionate part of the assessments, taxes, cess etc. in respect of the co-operative society or limited company or a legal body as the case may be whose decision shall be final and binding upon the Allottee(s).

25) It is expressly agreed and confirmed by the Allottee(s) that the terraces which are attached to the respective Flat will be in exclusive possession of the said Allottee(s) of the said Flat and other Allottee(s) will not in any manner object to the Promoters selling the Flat with an attached terrace with exclusive rights of the said Allottee(s) to use the said terraces.

26) The Allottee(s) shall maintain at his/her/their own cost the said Flat agreed to be purchased by him/her/them in the same condition, state and Order in which it is delivered to him/her/them and shall abide by all bye-laws, rules and regulations of the Government of Maharashtra, M.S.E.D. Co. Ltd., and any other Authorities and local bodies and shall attend to, 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.

27) The Allottee(s) hereby agree(s) to pay to the Promoters the Stamp Duty and Registration Charges pertaining to this Agreement and also to bear and pay his/her/their proportionate contribution towards the stamp duty and registration charges that may have to be paid in respect of the Conveyance Deed to be executed by the Promoters in favour of the co-operative society or limited company or any other legal body as may be formed by the Allottee(s) of the premises in the said Building.

28) The Allottee(s) shall at no time demand partition of his/her/their interest in the premises of the building. It is being hereby agreed and declared by the parties that the interest in the said building is impartible and it is agreed by the Allottee(s) that the Promoters shall not be liable to execute any document for that purpose in respect of the said premises in favour of the Allottee(s).

29) The Allottee(s) undertake(s) to pay increase in taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned

local authority or Government or other public authority. The Allottee(s) agree(s) and confirm(s) that the Promoters shall not be liable to pay any maintenance or common expenses or outgoings in respect of the unsold Flats in the said building. The Promoters shall, however, pay the municipal tax/cess payable to the concerned authority in respect of such unsold Flats. The Allottee(s) further undertake(s) to pay GST which may be imposed by the Government authorities as and when levied.

30) The Promoters shall not be bound to carry out any extra additional work for the Allottee(s) without there being a written acceptance by the Promoters to carry out the said additional extra work for the Allottee(s) which again shall be at the sole discretion of the Promoters. If the Promoters have agreed to do any additional extra work for the Allottee(s), the Allottee(s) shall deposit the amount within 7 (Seven) days from the date when the Promoters inform the Allottee(s) the estimated cost for carrying out the said additional extra work. If the Allottee(s) fail(s) to deposit the estimated cost for carrying out the said additional extra work of the Allottee(s) agreed to be carried out by the Promoters, then the shall not be liable to carry out the additional/extra work in the premises of the Allottee(s).

31) The Allottee(s) and the persons to whom the said Flat is permitted to be transferred with the written consent of the Promoters, shall observe and perform byelaws and/or the rules and regulations of the co-operative society or other organization, as and when registered and the additions, alterations or amendments thereof and shall also observe and carry out the building rules and regulations and the buy-laws of the competent authority. The Allottee(s) and persons to whom the said Flat is allowed to be transferred shall observe and perform all the stipulations and conditions laid down by such co-operative society or other organization, regarding the occupation and use of the said Flat and the said property and shall pay and contribute regularly and punctually towards rates, cess, taxes and/or expenses and all other outgoings.

32) Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between parties hereto that, the promoter herein has decided to have the name of the project "DATTATRAY CHS" and building will be denoted by letters or name "DATTATRAY CHS" building numbers in numerical as per sanction plan or as decided by the promoter herein on a building and at the entrances of the scheme. The allottees(s) in the said project/building/s or proposed organization are not entitled to change the aforesaid project name and remove or alter promoter's name board in any circumstances. The name of the co-operative society or limited company or other legal body to be formed, may bear the same name. The name of the

building however shall not be changed under any circumstances. This condition is essential condition of this agreement.

33) After the Promoters execute this Agreement for sale, they shall not mortgage or create a charge on the Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has\have taken or agreed to take such Flat.

34) Forwarding this Agreement to the Allottee(s) by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (Thirty) days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Allottee(s) fails to execute and deliver to the Promoters this Agreement within 30 (Thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Allottee(s), application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

35) This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat/building, as the case may be.

36) This Agreement may only be amended through written consent of the Parties.

37) It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee(s) of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

38) If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be

deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

39) Wherever in this Agreement it is stipulated that the Allottee(s) has/have to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Flat to the total carpet area of all the Flat in the Project.

40) Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

41) The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoter’s Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee(s), in Khalapur after the Agreement is duly executed by the Allottee(s) and the Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Khalapur.

42) The Allottee(s) and/or Promoters shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

43) That all notices to be served on the Allottee(s) and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Promoters by Registered Post A.D and notified Email ID at their respective addresses specified below:

Notified

Email

ID:

M/S. ATHARV CONSTRUCTION AND DEVELOPERS Add : Flat No. 2, Ground Floor, Arihant Riddhi Siddhi, Chinmay Nagar, Khopoli, Taluka Khalapur, District Raigad.-Raigad, 410203.

Notified Email ID:_____

It shall be the duty of the Allottee(s) and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee(s), as the case may be.

44) That in case there are Joint Allottee(s) all communications shall be sent by the Promoters to the Allottee(s) whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee(s).

45) The charges towards stamp duty and Registration of this Agreement for Sale shall be borne and paid by the Allottee(s) only.

46) Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

47) That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts at Khalapur will have the jurisdiction for this Agreement

FIRST SCHEDULE

Description of the Property

All those pieces or parcels of land or ground admeasuring about 400 Sq. Mtrs out of total area of Survey No. 25 Hissa No.2B, City Survey No.-1268 situate, lying and being at Village-Shedavali, Tal.-Khalapur, Dist-Raigad

SECOND SCHEDULE

Description of the Flat

All that residential premises bearing Flat number _____ admeasuring _____ Sq. Mts. Carpet area on the _____ Floor in Building No. _____ in the proposed building project to be known as "DATTATRAY CHS" being constructed on land admeasuring about 400 Sq. Mtrs out of total area of Survey No. 25 Hissa No.2B, City Survey No.-1268 situate, lying and being at Village-Shedavali, Tal.-Khalapur, Dist-Raigad

THIRD SCHEDULE

AMENITIES

- Good Quality ceramic flooring in all rooms.
- Green Marble kitchen platform with stainless steel sink.
- Glazed tiles in kitchen, bathroom and toilet upto 3 Feet.

- aluminum sliding windows.
- Concealed plumbing with good quality fittings.
- Concealed copper wiring.
- Sufficient electrical points for living, bed and kitchen.
- Cable TV point in living room.
- Good quality paint for external surface of building.
- Lift of reputed make.
- Distemper paint on internal walls.

In witness whereof the parties hereto have executed this agreement on the day, month and year first above written. SIGNED, SEALED & DELIVERED) BY THE WITHINNAMED PROMOTERS

M/S. ABS Enterprises, P.A.N.- _____) REPRESENTED BY ITS Proprietor Mr. NIVRUTTI RAMRAO PANCHAL		
PHOTO	SIGNATURE	THUMB IMPRESSION

SIGNED, SEALED & DELIVERED BY THE WITHINNAMED ALLOTEE(S)

MR. - _____ P.A.N.- _____)		
PHOTO	SIGNATURE	THUMB IMPRESSION

IN THE PRESENCE OF

1) MR. - _____ P.A.N.-_____)		
PHOTO	SIGNATURE	THUMB IMPRESSION
2) MR. - _____ P.A.N.-_____)		
PHOTO	SIGNATURE	THUMB IMPRESSION

RECEIPT

Received of and from the withinnamed Purchaser(s)

_____, the day and the year first herein above written
the sum of Rs. _____ (Rupees

____ Only) being part/full payment of the consideration against the sale of Flat
bearing No._____, admeasuring _____ Sq. Mts. carpet area on the
_____ Floor in Building No.-_____ of the proposed building’ project to
be known as “DATTATRAY CHS”, being constructed on the project land paid
by him/her/them to us as per the following details: Date Cheque No. Drawn
on/In favour of (Bank & Branch) Amount Rs. Total (Rupees
____ Only).

WE SAY RECEIVED

FOR

M/S. ABS Enterprises
(PROPRIETOR)

WITNESS:

1) _____

2) _____