

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at _____ on this ____ day of _____, 2023;

BETWEEN

M/s. KGI REALTY PRIVATE LIMITED, PAN No. AAHCK5827B, having office at: Opposite to Regency Hotel, Ulhasnagar – 421 003, hereinafter referred to as “**the PROMOTER/DEVELOPERS**” (Which expression shall mean and include Directors or director for the time being of the said respective firm, the survivors or survivor of them and the heirs, executors, and assigns of the last surviving partner or their assigns) **OF THE FIRST PART;**

AND

1)MR._____, Age: ____ years, Pan No.:_____, and **2) MR.**_____, Age: ____ years, Pan No.:_____, all residing at _____, hereinafter referred to as the “**ALLOTTEE/PURCHASER/s**”, (which expression shall unless it repugnant to the context or meaning thereof shall be deem to mean and include her/his/their heirs, executors, administrators and assigns) **OF THE SECOND PART;**

WHEREAS:

(a) Survey No. 22/1:

- 1) At the relevant time 1) Chandrabhaga Jayram Patil, 2) Yenubai Abhimanyu Bhandari, 3) Nirabai Pandhari Jadhav, 4) Bai Gurunath Patil *alias* Urmila Gurunath Patil, 5) Laxmi Gajanan Sante *alias* Laxmi Prakash Mhatre, 6) Aarthi Abhimanyu Sante 7) Ashok Bhaskar Sante, 8) Baban Gajanan Sante, 9) Indirabai Abhimanyu Sante, 10) Namdev Gajanan Sante, 11) Swati Vijay patil, 12) Damu Gajanan Sante, 13) Gorakh Bhaskar Sante were the absolute Owners of the Survey No. 22/1, area admeasuring about 5080 Sq. Mtrs., situated at Mouje: Usarghar, Tal: Kalyan and Dist: Thane.
- 2) Vide Release Deed dated 19/12/2017, whereby 1) Chandrabhaga Jayram Patil, 2) Yenubai Abhimanyu Bhandari, 3) Nirabai Pandhari Jadhav, 4) Bai Gurunath Patil *alias* Urmila Gurunath Patil, 5) Laxmi Gajanan Sante *alias* Laxmi Prakash Mhatre, 6) Aarthi Abhimanyu Sante released all their rights, title, interest and benefits with respect to Survey No. 22/1, in favour of 1) Ashok Bhaskar Sante, 2) Baban Gajanan Sante, 3) Indirabai Abhimanyu Sante, 4) Namdev Gajanan Sante, 5) Damu Gajanan Sante, 6) Gorakh Bhaskar Sante and the same was duly registered with the Sub-

Registrar of Assurance at Kalyan 5 under the Document Serial No. 14543/2017 on 19/12/2017.

(b) Survey No. 110/5:

1) At the relevant time 1) Chandrabhaga Jayram Patil, 2) Yenubai Abhimanyu Bhandari, 3) Nirabai Pandhari Jadhav, 4) Bai Gurunath Patil *alias* Urmila Gurunath Patil, 5) Laxmi Gajanan Sante *alias* Laxmi Prakash Mhatre, 6) Aarthi Abhimanyu Sante 7) Ashok Bhaskar Sante, 8) Baban Gajanan Sante, 9) Indirabai Abhimanyu Sante, 10) Namdev Gajanan Sante, 11) Swati Vijay patil, 12) Damu Gajanan Sante, 13) Gorakh Bhaskar Sante were the absolute owner of the and Survey No. 110/5 area admeasuring 5600 Sq. Mtrs., situated at Mouje: Usarghar, Tal: Kalyan and Dist: Thane.

2) Vide Release Deed dated 19/12/2017, whereby 1) Chandrabhaga Jayram Patil, 2) Yenubai Abhimanyu Bhandari, 3) Nirabai Pandhari Jadhav, 4) Bai Gurunath Patil *alias* Urmila Gurunath Patil, 5) Laxmi Gajanan Sante *alias* Laxmi Prakash Mhatre, 6) Aarthi Abhimanyu Sante released all their rights, title, interest and benefits with respect to the Survey No. 110/5, in favour 1) Ashok Bhaskar Sante, 2) Baban Gajanan Sante, 3) Indirabai Abhimanyu Sante, 4) Namdev Gajanan Sante, 5) Damu Gajanan Sante, 6) Gorakh Bhaskar Sante and the same was duly registered with the Sub-Registrar of Assurance at Kalyan 5 under the Document Serial No. 14544/2017 on 19/12/2017.

(c) Vide Sale Deed dated 27/12/2018, whereby 1) Ashok Bhaskar Sante, 2) Baban Gajanan Sante, 3) Indirabai Abhimanyu Sante, 4) Namdev Gajanan Sante, 5) Damu Gajanan Sante, 6) Gorakh Bhaskar Sante, party to the FIRST PART sold, transferred and assigned all their rights, title, interest and benefits with respect to Survey No. 22/1 area admeasuring 4572 Sq. Mtrs., (out of the total 5080 Sq. Mtrs.), and 110/5 area admeasuring 5040 Sq. Mtrs., (out of the total 5600 Sq. Mtrs.) in favour of M/s. Innovation Builders and Developers through its Partners Santosh Kuber Mane & Tulsi Premji Patel party to the SECOND PART, and 1) Ashwini Ashok Sante, 2) Shanta Baban Sante, 3) Sameer Baban Sante, 4) Ajay Baban Sante, 5) Sudhir Baban Sante, 6) Rekha Namdev Sante, 7) Sarita Damu Sante, 8) Naina Gorakh Sante, therein referred to as Confirming Party, i.e., party to the THIRD PART, and the same was duly registered with the Sub-Registrar of Assurance at Kalyan 5 under the Document Serial No. 14556/2018 on 27/12/2018.

- (d) In pursuance to Agreement for Sale, a separate Power of Attorney dated 27/12/2018, whereby 1) Ashok Bhaskar Sante, 2) Baban Gajanan Sante, 3) Indirabai Abhimanyu Sante, 4) Namdev Gajanan Sante, 5) Damu Gajanan Sante, 6) Gorakh Bhaskar Sante, party to the FIRST PART, assigned all their rights, title, interest and benefits with respect to Survey No. 22/1 area admeasuring 4572 Sq. Mtrs., (out of the total 5080 Sq. Mtrs.), and 110/5 area admeasuring 5040 Sq. Mtrs. (out of the total 5600 Sq. Mtrs.) in favour of M/s. Innovation Builders and Developers through its Partners Santosh Kuber Mane & Tulsi Premji Patel party to the SECOND PART, and 1) Ashwini Ashok Sante, 2) Shanta Baban Sante, 3) Sameer Baban Sante, 4) Ajay Baban Sante, 5) Sudhir Baban Sante, 6) Rekha Namdev Sante, 7) Sarita Damu Sante, 8) Naina Gorakh Sante, therein referred to as Confirming Party, i.e., party to the THIRD PART, and the same was duly registered with the Sub-Registrar of Assurance at Kalyan 5 under the Document registered Serial No. 14558/2018 on 27/12/2018.
- (e) Vide Agreement for Sale dated 06/10/2022, whereby M/s. Innovation Builders and Developers through its Partner Santosh Kuber Mane & Tulsi Premji Patel, party of the Second Part and 1) Ashok Bhaskar Sante, 2) Gorakh Bhaskar Sante, 3) Indirabai Abhimanyu Sante, 4) Baban Gajanan Sante, 5) Swati Vijay Patil, 6) Namdev Gajanan Sante, 7) Damu Gajanan Sante, party of the Third Part agreed to sell, transfer and assign all their rights, title, interest and benefits with respect to the Survey No. 22/1 area admeasuring 5080 Sq. Mtrs. and 110/5 area admeasuring 5600 Sq. Mtrs. in favour of M/s. KGI Realty Private Limited through its Director Amit Anil Hotchandani, party to the First Part alongwith 1) Ashwini Ashok Sante, 2) Shanta Baban Sante, 3) Sameer Baban Sante, 4) Ajay Baban Sante, 5) Sudhir Baban Sante, 6) Rekha Namdev Sante, 7) Sarita Damu Sante, 8) Naina Gorakh Sante, and 9) Nikhil Ashok Sante therein known as Confirming Party of the Fourth Part, and the same was duly registered with the Sub-Registrar of Assurance at Kalyan 2 under the Document registered Serial No. 22819/2022 on 06/10/2022.
- (f) In pursuance to Agreement for Sale, a separate Power of Attorney dated 06/10/2022, whereby 1) M/s. Innovation Builders and Developers through its Partner Santosh Kuber Mane & Tulsi Premji Patel and 2) Ashok Bhaskar Sante, 3) Gorakh Bhaskar Sante, 4) Indirabai Abhimanyu Sante, 5) Baban Gajanan Sante, 6) Swati Vijay Patil, 7) Namdev Gajanan Sante, 8) Damu

Gajanan Sante, 9) Ashwini Ashok Sante, 10) Shanta Baban Sante, 11) Sameer Baban Sante, 12) Ajay Baban Sante, 13) Sudhir Baban Sante, 14) Rekha Namdev Sante, 15) Sarita Damu Sante, 16) Naina Gorak Sante, 17) Nikhil Ashok Sante, transferred and assigned all the rights, title, interest and benefits with respect to the Survey No. 22/1 area admeasuring 5080 Sq. Mtrs. and 110/5 area admeasuring 5600 Sq. Mtrs. in favour of M/s. KGI Realty Private Limited through its Director Amit Anil Hotchandani, and the same was duly registered with the Sub-Registrar of Assurance at Kalyan 2 under the Document Serial No. 22821/2022 on 06/10/2022.

- (g) Vide NA Order No. क्र./महसूल/टे-२/जमीनबाब-१/रूपांतरणकर/एसआर-२५८/२२ dated 10/10/2022, issued by the collector of Kalyan, the use of said Plots was converted from Agricultural use to Non-Agricultural use.
- (h) Vide Sale Deed dated 11/10/2022, whereby M/s. Innovation Builders and Developers through its Partner Santosh Kuber Mane & Tulsi Premji Patel party of the SECOND PART, and 1) Ashok Bhaskar Sante, 2) Gorakh Bhaskar Sante, 3) Indirabai Abhimanyu Sante, 4) Baban Gajanan Sante, 5) Swati Vijay Patil, 6) Namdev Gajanan Sante, 7) Damu Gajanan Sante party of the THIRD PART, sold, transferred and assigned all the rights, title, interest and benefits with respect to Survey No. 22/1 area admeasuring 5080 Sq. Mtrs. and Survey No.110/5 area admeasuring 5600 Sq. Mtrs., in favour of M/s. KGI Realty Private Limited through its Director Amit Anil Hotchandani and the same was duly registered with the Sub-Registrar of Assurance at Kalyan 2 under the Document registered Serial No. 23219/2022 on 12/10/2022.
- (i) Vide Consenting Agreement dated 08/03/2023, whereby 1) Shri. Navneet Ganpat Bhandari, 2) Shri. Sumit Navneet Bhandari, 3) Sau. Vandana Navneet Bhandari, i.e., the party of the SECOND PART gave consent for withdrawing and releasing all their rights, interest and benefits with respect to the said Plots in favour of M/s. KGI Realty Private Limited through its Director Amit Anil Hotchandani, and the same was duly registered with the Sub-Registrar of Assurance at Kalyan 2 under the Document Serial No. 5456/2023 on 08/03/2023.
- (j) By virtue of the said Sale Deed the Promoter is absolutely seized and possessed of and well and sufficiently entitled to develop the said Plot;

- (k) The said plots are affected by 24 meters wide DP Road passing from East to West thereby naturally subdividing it into two Plots – Plot 1 and Plot 2. The sub-divided plot 1 admeasures 6457 sq. mtr. & plot 2 admeasures 4223 sq. mtr. in aggregate 10,680 square meters.
- (l) The Developer shall hand over to KDMC the DP Road and is entitled to utilize FSI thereof.
- (m) Plot 2 is affected in the Development Plan of Kalyan Dombivili Municipal Corporation [KDMC] by developable Garden Reservation of area 2094 square metres out of which the Developer is required to hand-over 1465.80 square metres to KDMC and utilize the balance area in the development of the Plot 2 Land [Accommodation Reservation FSI]. The Developer will be handing over the garden of the Plot 2 to KDMC.
- (n) The Developer, by the Agreement dated 13.4.2023 registered at the office of Sub-Registrar, Kalyan 3 at Serial No. 5743 of 2023, has purchased the TDR of 666 square metres equivalent to 2156.60 square metres FSI for utilization on the Plot 2.
- (o) The Developer shall develop two separate projects on the subdivided plots. However, the common clubhouse will be constructed in Plot 1 that shall be jointly used and maintained by both the customers of both the projects.
- (p) The Promoter has obtained the final layout plan approvals for the Project on plot 2 from Kalyan Dombivili Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Real Estate (Regulation and Development) Act, 2016 of the Act and other laws as applicable.
- (q) The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Plot on which Project is to be constructed.
- (r) The Promoter is entitled and enjoined upon to construct the residential cum mercantile/commercial building/s on the said Plot in accordance with the recitals hereinabove. As per the plans sanctioned and the development permission granted for Plot 2 by the Corporation vide Commencement Certificate bearing No. **KDMC/TPD/BP/27 Village/ 2023-24/01**, Dated **18/04/2023** including such additions, modifications, revisions, alterations therein, if any, from time to time as may be approved by the Planning Authorities. Copy of the commencement certificate is annexed herewith as “**Annexure-A**”.
- (s) The Promoter has proposed to construct on the said Plot a building project known as “**KOHINOOR HIGHLAND**” having Building for residential cum mercantile/commercial use, on OWNERSHIP BASIS to the prospective

buyers.

- (t) The Allottee/s has/have applied an Apartment bearing number _____ on the _____ floor, (hereinafter referred to as “the said Apartment”) of the Building project called “**KOHINOOR HIGHLAND**” (hereinafter referred to as the said “BUILDING”) being constructed of the said project, by the Promoter.
- (u) The Promoter has entered into a standard Agreement with an Architect M/S Vijay Pandey & Associates registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
- (v) The Promoter has appointed G. A. Bhillare Consultants Pvt. Ltd., as a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/buildings.
- (w) By virtue of the said Sale Deed, the Promoter has the sole and exclusive right to sell the Apartments and Other units of their part as per proposed building to be constructed by the Promoter on the said Plot and to enter into Agreement with the Allottee/s of the said Apartments, and Other Units therein and to receive the sale price in respect thereof.
- (x) On-demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the said Plot and the plans, designs and specifications prepared by the Promoter’s Architects 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 thereunder.
- (y) The authenticated copy of Certificate of Title dated 13/03/2023 issued by Adv Pritu Ajey Mishra, showing the nature of the title of the Promoter to the said Plots on which the Apartment are to be constructed have been annexed hereto and marked as “**Annexure-B**”.
- (z) The authenticated copies of the plans of the Layout 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-C**”.
- (aa) The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed and marked as “**Annexure-D**”.
- (bb) The Promoter has got some of the approvals from the concerned local authority/s to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate

or Occupancy Certificate of the said Building.

- (cc) While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations, and restrictions which are to be observed and performed by the Promoter while developing the said Plot 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 local authority.
- (dd) The Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.
- (ee) The carpet area of the said Apartment is _____ Sq. Meters along with the exclusive use and occupation of Balcony/Utility/Terrace admeasuring _____ Sq. Mtr. For the purposes of this Agreement "Carpet Area" means the net usable floor area of an apartment, excluding the area covered by the external walls, the area under service shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Apartment.
- (ff) 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.
- (gg) Prior to the execution of these presents, the Allottee/s has/have paid to the Promoter a token of Rs. _____ (Rupees _____ Only), being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee/s as an advance payment or application fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has/have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.
- (hh) The Promoter has registered the Project under the provisions of the Real Estate (Regulation & development) Act, 2016 with the Real Estate Regulatory Authority. The Project Registration Number is _____; the authenticated copy of the Registration Certificate is annexed herewith as "**Annexure-E**".
- (ii) Under Section 13 of the said Act, the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee/s, being, in fact, these presents and also to register said Agreement under the

Registration Act, 1908.

- (jj) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agree(s) to purchase the said Apartment.

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

- 1) PROMOTER RIGHT OF DEVELOPMENT AND ACCEPTANCE THEREOF BY ALLOTTEE/S: -

- 1.1) The Promoter shall construct the said **"KOHINOOR HIGHLAND"**, consisting of Stilt plus Ground Plus 19 Upper Floors on the Plot 2 more particularly described in SCHEDULE I in accordance with the plans, designs and specifications as approved by the concerned local authority. The Promoter during the course of carrying out the construction of the said building, shall submit further revised and amended plans for approval to the Competent Authority and thereunder contemplate construction of additional upper floors and/or such other alteration in the structure of said proposed new building and shall utilize under such further revised and amended plans, all further available and balance development potentiality of the said Plot to its fullest extent after compliance with the rules specified by MahaRera.

Provided that the Promoter shall have to obtain prior consent in writing of the 2/3rd Allottees in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

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

made at the same rate per square meter as agreed in Clause 2.1 of this Agreement.

2. ALLOTMENT OF APARTMENT AND PAYMENT OF CONSIDERATION:-

2.1) The Allottee/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s Apartment bearing No._____ on _____ floor, admeasuring _____ sq. meters. carpet area along with the exclusive use and occupation of Balcony/Utility/Terrace admeasuring _____ Sq. Mtr as per the approved plans of the said building project known as “**KOHINOOR HIGHLAND**” (hereinafter referred to as the “**said Apartment**”) more particularly described in SCHEDULE II as shown in the floor plan, hereto annexed and marked ANNEXURE ‘D’ for the consideration of Rs._____/ - (Rupees _____ only) including Rs.0/- (Rupees NIL only) being the proportionate price of the common areas appurtenant to the premises, the nature, extent and description of the Common/limited common areas and facilities which are more particularly described in the SCHEDULE III annexed herewith.

2.2) The purchase price of the Apartment as mentioned above, is determined on the basis of above referred carpet area of the apartment which Allottee/s agree/s and confirm/s. Thus, the other appurtenant area such as terrace if any, balcony if any, service shaft if any, exclusive verandah, if any, are neither included in the carpet area nor are considered for determining the purchase price.

2.3) The Allottee/s has/have paid on or before execution of this Agreement the token of Rs._____/ - (Rupees _____ only) (not exceeding 10% of the total consideration) as application fee and hereby agree/s to pay to the Promoter the balance amount of purchase consideration in the following manner :-

Sr. No.	Particulars	Percent
1.	Earnest Money	10%
2.	Within 10 days of EXECUTION OF AGREEMENT	10%
3.	Excavation	10%
4.	PLINTH	15%
5.	3 rd Slab	7%
6.	6 th Slab	7%
7.	9 th Slab	7%
8.	12 th Slab	7%
9.	15 th Slab	7%
10.	18 th Slab	7%
11.	ON COMPLETION of Block Work	5%

12.	ON COMPLETION OF external plaster	5%
13.	Completion Certificate	3%
	Total	100%

- 2.4) The total price/consideration as mentioned in clause (2.3) above is excluding all taxes/levies such as Stamp duty, Registration fees, value added taxes (VAT), Metro cess, Services Taxes, GST, Swatch Bharat Cess Tax and/or such other taxes which may be levied any time, hereinafter in connection with construction/development of said project upon said Plots payable by the Promoter, irrespective as to who is made liable under concerned Statute/Rules to pay such taxes, all such taxes in proportion to the area of said apartment, shall be payable by the Allottee/s in addition to the said total price/consideration on or before taking over the possession of the said apartment. In fact, unless all such payments such as total consideration, all such proportionate taxes as well as other charges payable under this Agreement are paid by the Allottee/s, he/she/they shall not be entitled to the possession of said apartment.
- 2.5) The Total Price/consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges, which may be levied or imposed by the Competent Authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the Competent Authorities etc. The Promoter shall enclose the said notification/order/rule/regulation published/ issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments. Unless said demanded increase in development charges, costs or levies are paid by the Allottee/s to the Promoter, he/she/they/it shall not be entitled to the possession of the said apartment.
- 2.6) The Promoter has allowed a rebate in the purchase consideration and for early payments of the instalments payable by the Allottee/s by discounting such early payments by which the respective instalment has been preponed and/or mutually worked out between the Promoters and the Allottee/s and accordingly the payments under 2.3 have been worked out by the Parties hereto.
- 2.7) In case of any financing arrangement entered by the Allottee with any financial institution with respect to the purchase of the Flat the Allottee undertake/s to direct such financial institution to and shall ensure that

such financial institution does disburse/pay all such instalment of Total Consideration amounts due and payable to Developer through an NEFT/RTGS/account payee cheque/demand draft drawn in favour of the Promoter's bank details as mentioned in the clause 2.12 herein or any other account that may be mentioned by the Promoters subsequently. The Allottee agrees that in the event the Allottee avails any loan/or loan facilitation services ("Services") from any external third party, the Allottee shall do so at his/her own cost and expense whatsoever and shall not hold the Developer liable/responsible for any loss / defective service / claims / demands that the Allottee/s may have incurred due to the Services so availed.

2.8) If any of the payment cheques/banker's cheque or any other payment instructions of/by the Allottee/ is/are not honoured for any reason whatsoever, then the same shall be treated as default under these presents and the Developer may at its option be entitled to exercise the recourse available thereunder. Further, the Developer may, at its sole discretion, without prejudice to its other rights, charge a payment dishonour charge of Rs.5,000/- (Rupees Five Thousand only) for dishonour of a particular payment instruction for first instance and for second instance the same would be Rs.10,000/- (Rupees Ten Thousand only) in addition to the Interest for delayed payment. Thereafter no cheque will be accepted and payments shall be accepted through bank demand draft(s) only.

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

2.10) The Allottee/s agree/s and undertake/s to pay the purchase consideration as mentioned in clause 2.1 and 2.3 above as per the respective instalment and as & when it shall mature for payment. The payment of concerned instalment is linked with the stage wise completion of the said building. Upon completion of each stage, the Promoter shall issue demand letter to the Allottee/s by RPAD/courier/hand delivery at the address of the Allottee/s mentioned in this Agreement as well as by email on Allottee/s's email address, if provided by the Allottee/s. Upon receipt of said demand letter by RPAD/courier/email/hand delivery, whichever is earlier, within 7 (seven) days Allottee/s shall make the payment of respective instalment. In case of failure on the part of Allottee/s in adhering to the time schedule of 7 (seven)

days, Promoter shall become entitle to take all such legal steps for breach of contract as contemplated under the provisions of Contract Act and RERA. In case of Allottee/s commit/s any delay in making the said payment then Allottee/s shall become liable to pay interest as specified in MahaRERA Rules on all delayed payments. In addition to such rights and without prejudice to such rights, the consequences as contemplated in clause 7 below shall also become applicable and effective.

- 2.11) All payment shall be made by Allottee by drawing cheque/ DD/ RTGS/ NEFT in the name of "KGI Realty Pvt. Ltd. Kohinoor Highland A/c No " _____" in _____ Bank, _____ branch payable at _____ or other account as Promoter may intimate subsequently to the Allottee. Allottee shall separately pay transfer charges, if any, and other statutory dues which may be levied from time to time. The Purchaser/s shall not tender any sum in cash to any of the employee or Agents of the Developer. The Developer shall not be responsible or accountable for any cash payment made by the Purchaser/s and the Purchaser/s shall not be entitled to claim any credit in respect thereof

3) RESERVATION FOR CAR PARKING :

Allottee has informed the Promoter that he/she does not require any car parking space in said project. Accordingly, no reservation of car parking is made against said Unit. Allottee undertakes, assures and guarantees not to claim any car parking space in said project in future, nor raise any objection to use of car parking by other Allottees.

4) ADHERANCE TO SANCTION PLAN:-

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which have been imposed by the said corporation at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee/s, obtain from the said corporation occupation and/or completion certificates in respect of the Apartment.

5) TIME IS OF ESSENCE FOR BOTH PROMOTER AND ALLOTTEE/S:-

Time is of essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s after receiving the occupancy certificate subject to what is stated in clause 9.1 below. Similarly, the Allottee/s shall make timely payments of the instalment and other dues payable by

him/her/them and shall meet and comply with the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter.

6) DISCLOSURE OF FLOOR SPACE INDEX AND ACCEPTANCE BY ALLOTTEE/S:-

The Promoter hereby declares that the total Built-up area available as on date in respect of the said Plot is 14288.53 square meters only and Promoter has planned to utilize Floor Space Index of 18288.53 by availing of FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of ____ as proposed to be utilized by him on the said Plot in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of Apartment to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

The Allottee/s have been explained and made aware of the available FSI on the said Plot and also the additional FSI and Transferable Development Right (hereinafter referred to as "TDR") which may be availed thereon. Until conveyance of the said Plot in favour of Apex Body/ Federation Body and conveyance of the said Building in favour of the Organization, if the FSI/Floor Area Ratio in respect of the said Plot is increased and/or additional construction is possible on the said Plot on account of FSI and/or TDR originating from the said Plot, on account of portions thereof under D. P. Road/setback and/or TDR/ FSI of other properties being available for being used on the said Plot (and/or on the amalgamated property, as the case may be) the Promoter shall be entitled to utilize such additional FSI, including by amending the present layout of the said Plot subject to the necessary permission/sanction being granted by the concerned authorities.

7) CONSEQUENCES UPON FAILURE IN ADHERING TO TIME SCHEDULE: -

- 7.1) If the Promoters fail to abide by the time schedule for completing the project and handing over the said premises to the Purchaser/s, the Promoters agree to pay to the Purchaser/s, who does not intend to withdraw from the project, interest at the rate of 2% p.a. above the marginal cost of lending rate of State Bank of India, on all the amounts paid by the Purchaser/s, for every month

of delay, till the handing over of the possession. The Promoter shall send the Demand Notice to the Purchaser/s at the address given by the Purchaser/s in this Agreement whenever such instalments have become due and payable and the Purchaser/s shall be bound to pay the amount of the instalments within 7 (seven) days from receipt of such Demand Notice sent by RPAD/Courier/Speed Post/Hand Delivery/Email, whichever is earlier. In the event of the Purchaser/s making any delay or defaults in making payment of any of the aforesaid instalments on due dates the Promoters shall be entitled to recover from the Purchaser/s and the Purchaser/s agree/s to pay to the Promoters/Developers, interest at the rate of 2% p.a. above the marginal cost of lending rate of State Bank of India, for every and all the delayed payments which become due and payable by the Purchaser/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Promoter.

7.2) Without prejudice to the right of the Promoter to charge interest in terms of sub clause (7.1) above, on the Allottee/s committing three defaults in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings), the Promoter shall at its own option, may terminate this Agreement:

Provided that, the Promoter shall give notice of 15 days in writing to the Allottee/s by registered Post A.D. at the address provided by the Allottee/s and mail at the email address provided by the Allottee/s of his/her/their 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 fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then, at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

Provided further that, upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of liquidated damages as mentioned below) within a period of 30 days of the termination, the instalments of sale consideration of the Apartment which may till then, have been paid by the Allottee/s. It is agreed and understood that after offering the refund as stated above to the Allottee/s, it shall be construed as due compliance by the Promoter of the termination clause and accordingly thereafter Promoter shall be at liberty and shall have all legal right to allot and/or sell/transfer the said apartment to any third party

Allottee/s upon such terms and conditions as may be deemed fit by the Promoter. The Allottee/s shall not be entitled to raise any dispute or objection for such third party allotment of the said apartment by the Promoter. The Promoter shall within 30 days of termination refund to the Purchaser the amount paid by the Purchaser subject to the following deductions:

- i) 10% of the Purchase Price (which is to stand forfeited to the Promoter upon the termination of this Agreement);
- ii) The taxes and outgoings, if any, due, payable or paid in respect of the said Apartment upto the date of termination of this Agreement;
- iii) Processing fee and brokerage paid if any etc. in respect of the said Apartment;
- iv) The amount of interest payable by the Allottee/s to the Promoter in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;
- v) Pre-EMI interest, if any, paid by the Promoter on behalf of the Allottee/s under a particular scheme;
- vi) In the event of the resale price of the said Apartment to a prospective purchaser is less than the Purchase Price mentioned herein, the amount of such difference; and
- vii) The costs incurred by the Promoter in finding a new buyer for the said Apartment. The Promoter shall not be liable to pay to the Allottee/s any interest on the amount so refunded and upon the termination, the Allottee/s hereby agree to forgo all their right, title and interest to immediate ejection as trespassers. The decision of the Promoter in this respect shall be final and binding upon the Purchaser, which the Allottee/s agrees and undertakes not to dispute in any manner whatsoever.

7.3) It is agreed and understood that after deducting the total amount of liquidated damages, the balance amount if any shall be refunded to the Allottee/s in the manner stated in clause (7.2) above and that too simultaneously upon Allottee/s executing and registering the deed of cancellation of this Agreement, which deed Allottee/s shall be liable to execute and register within 15 days from the date of receipt of termination notice by him/her/them as stated in clause (7.2) above, failing which the Promoter shall be entitled to proceed to execute/register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Allottee/s and the Allottee/s hereby acknowledges and confirms. The Parties further confirm that any delay or default in such

execution/registration shall not prejudice the cancellation and/or the Promoter's right to forfeit and refund the balance to the Allottee/s and the Promoter's right to sell/transfer the Apartment including but not limited to car park(s) to any third party. Further, upon such cancellation, the Allottee/s shall not have any right, title and/or interest in the Apartment and/or Car Park(s) and/or the Project and/or the Project Property and the Allottee/s waives his/her/their/its right to claim and/or dispute against the Promoter in any manner whatsoever. The Allottee/s acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.

- 7.4) In the event, the Allottee/s intends to terminate this Agreement, then the Allottee/s shall give a prior written notice ("Notice") of 60 (sixty) working days to the Promoter expressing his/her/its intention to terminate this Agreement. The Allottee/s shall also return all documents (in original) with regards to this transaction to the Promoter along with the Notice. Upon receipt of such Notice for termination of this Agreement by the Promoter, the procedure and consequences upon termination as contemplated in clause (7.2) and (7.3) above shall become automatically applicable and the refund of purchase price to the Allottee/s shall be made in accordance with what has been stated in the said clauses.

8) AMENITIES AND FIXTURE:-

- 8.1) The Promoter shall provide to the said apartment the amenities, fixtures and fittings and to said building such specifications and/or facilities, which are more particularly set out in SCHEDULE III annexed hereto.

9) POSSESSION DATE: -

- 9.1) The Promoter shall give possession of the apartment to the Allottee/s on or before _____ exclusive of grace period six months as per provisions u/s 8 of MOFA, 1963. If the Promoter fails or neglects to give possession of the apartment to the Allottee/s on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand, to refund to the Allottee/s the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause (7.1) herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid, subject to Allottee/s simultaneously executing registered cancellation Agreement, inter-alia, cancelling this Agreement.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of apartment on the aforesaid date, if the completion of building in which the apartment is to be situated is delayed on account of –

(i) war, civil commotion or act of God.

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

10) PROCEDURE FOR TAKING POSSESSION: -

10.1) The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee/s in terms of this Agreement to be taken within 15 days from the date of issuance of such notice and the Promoter shall give possession of the Apartment to the Allottee/s subject to the Allottee/s making payment to Promoter of entire consideration as well as other amounts payable under this Agreement including the interest for delayed payment if any accrued thereupon. The Allottee/s also agree/s and undertake/s to pay the maintenance charges as determined by the Promoter or association of Allottee/s, as the case may be at the time of and/or before taking the possession. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy certificate in respect of the said building in which said apartment is situate.

10.2) The Allottee/s shall take possession of the Apartment within 15 days of the Promoter giving written notice to the Allottee/s intimating that the said Apartment is ready for use and occupation. Even if the Allottee/s does/do not take possession of the apartment, still he/she/they shall become liable for the payment of maintenance charges as mentioned in clause 12.1 (c) below, so also for all other taxes, levies, cess and charges as may be imposed or become payable in respect of the said apartment.

10.3) FAILURE OF ALLOTTEE/S TO TAKE POSSESSION OF APARTMENT: -Upon receiving a written intimation from the Promoter as per clause (10.1), the Allottee/s shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation. In case the Allottee/s fails to take possession within the time provided in clause (10.1) such Allottee/s shall continue to be liable to pay maintenance charges as applicable as stated above. The customer shall also be liable to pay Rs. 5,000 per month of delay as handling charges.

10.4) If within a period of 5 (Five) years from the date of handing over the Apartment to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartments are situated or any defects on account of workmanship, quality

or provision of service, then, wherever possible such defects shall be rectified by the Promoter at 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 Promoter, 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 whatsoever nature in the said Apartment of wing and in specific the structure of the said Apartment of the said building which shall include but not limited 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 water, if any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become Nil. The word defect here means only the manufacturing and workmanship defect(s) caused on account of wilful neglect on the part of the Promoter and shall not mean defect(s) caused by normal wear and tear and by negligent use of Apartment 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 limited to the joints in the tiles in his Apartment are regularly filled with white cement/epoxy to prevent water seepage. Further, where the manufacturer warranty as shown by the Promoter 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 Apartment 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 structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s, 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 Apartment/building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

10.5) The Allottee/s is/are aware that the Promoter is not in the business of or providing services proposed to be provided by the service Providers/Facility Management Company or through the Service Providers/ FMC. The Promoter does not warrant or guarantee the use, performance or otherwise of these services provided by the respective Service Providers/FMC. The parties here to agree that the Promoter is not and shall not be responsible or liable in connection with any defect or the performance/ non-performance or otherwise of these services provided by the respective Service Providers/FMC.

11) USER OF APARTMENT:-

11.1) The Allottee/s shall use the apartment or any part thereof or permit the same to be used only for purpose of residence/commercial and as may be permissible as per the said revised sanctioned plan. Allottee/s shall use parking space, if any only for purpose of keeping or parking his/her/their owned vehicle.

12) PAYMENT OF ADDITIONAL AMOUNT BY ALLOTTEE/S:-

12.1 The Sale consideration of the Said Apartment shall be appropriated by the Party (Promoter/Confirming Party) to whom the said Flat is allotted, however the amount for the below mentioned headers shall only be appropriated by the Promoter of the Project. The Allottee/s shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:

- i) Share money, application entrance fee of the Society or Limited Company.
- ii) Formation and registration of the Society or Limited Company.
- iii) Proportionate share of taxes and other charges/levies in respect of the Society or Limited Company.
- iv) Deposit towards provisional monthly contribution towards outgoings of Society or Limited Company.
- v) Deposit towards Water, Electric, and other utility and services connection charges.

(All the above amounts to be decided at the time of possession on actual amount incurred)

The Allottee/s hereby agree/s that he/she/they shall not be entitled to question either the quantum of such amount nor claim any interest thereon.

13) ACCEPTANCE BY ALLOTTEE/S ABOUT PROMOTER'S LIABILITY:-

SAVE AND EXCEPT as provided under RERA, the Promoter shall not be liable to give any account to Allottee/s for and of above stated amounts. It is also agreed and accepted that unless aforesaid amounts as mentioned in Clause 12 above are fully paid by Allottee/s, he/she/they shall not be entitled to demand the possession of said Apartment.

14) REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:-

The Promoter hereby represents and warrants to the Allottee/s as follows:

- a. The Promoter has clear and marketable title with respect to the said Plot; subject to what has been stated hereinabove and/or in the Title Certificate and/or disclosed on the website of the authority under RERA, Promoter has requisite rights to carry out development upon the Said Plot and also have actual, legal and physical possession of the said real estate project in terms of what has been stated in the said development Agreement.
- b. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite as and when required under law further approvals from time to time to complete the development of the project;
- c. There are no encumbrances upon the Said Plot or the Project except those disclosed in the title report and/or disclosed on the website of the regulatory authority under RERA.
- d. There are no litigations, save and except litigations, if any, as mentioned in and/or disclosed on the website of the regulatory authority under RERA, pending before any Court of law with respect to the Said Plot or Project. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Plot and said building 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, Said Plot and said building shall be obtained by following due process of law;
- e. The Promoter has 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 upon said apartment and/or said concerned parking space, may prejudicially be affected;

- f. The Promoter has not entered into any Agreement for sale and/or development Agreement or any other Agreement/ arrangement with any person or party with respect to the Said Plot and the said Apartment, which will, in any manner, affect the rights of Allottee/s under this Agreement;
- g. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;
- h. The Promoter has 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, which it has agreed to pay under the said development Agreement till handing over possession of said Apartment to Allottee/s.
- i. 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 Plot) has been received or served upon the Promoter in respect of the Said Plot and/or the Project except those disclosed in the title report.

15) WARRANTIES AND COVENANTS OF AND BY THE ALLOTTEE/S:-

The Allottee/s has/have himself/herself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

- a. To maintain the Apartment at the Allottee/s's own cost in good and tenable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment 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 Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- b. Not to store in the Apartment 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 Apartment 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 Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment 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 Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment 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 Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment 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 Apartment 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 Apartment without the prior written permission of the Promoter and/or the Society.
- e. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Plot and the building in which the Apartment 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 Apartment in the compound or any portion of the said Plot and the building in which the Apartment is situated.

- g. Pay to the Promoter within fifteen days of demand by the Promoter, his/her/their share of security deposit and/or such other charges, amount, moneys, taxes, cess, etc. as the case may be payable by the Allottee/s under this Agreement and or as may be demanded by the concerned local authority or Government or water, electricity or any other service providers in connection to the building in which the Apartment is situated and or in respect of said apartment.
- 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 Apartment by the Allottee/s to any purposes other than for purpose for which it is sold and/or for any other reasons.
- 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 Apartment until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has/have intimated in writing to the Promoter and obtained the prior written consent of the Promoter for such transfer, assign or part with the interest etc.
- j. The Allottee/s shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and/or for any other reasons 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 regarding the occupation and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- k. The Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, shall have right to enter into and upon the Said Plot or any part thereof to view and examine the state and condition thereof. The Allottee/s and/or anybody

claiming through him/her/them/it shall not be entitled to take objection or create obstruction in the said right of Promoter.

- l. Unless and until all the amounts the Allottee/s is/are liable to pay to the Promoter by and under this Agreement and/or otherwise in law, are fully and completely paid, the Allottee/s shall not be entitled to transfer/agree to transfer his/her/their interest in the said Apartment and/or benefit of this Agreement to anyone else without taking prior written consent of the Promoter. While giving such written consent the Promoter shall be entitled to demand from the Allottee/s by way of transfer charges and administrative and other costs, charges and expenses, such amounts as may be deemed just and proper by them in their sole discretion if not prohibited under provisions of RERA.
- m. The Allottee/s and/or the persons to whom said Apartment is transferred or to be transferred hereby agree to sign and execute all papers, documents and to do all other things as the Promoter may require of him/her/it/them to do and execute from time to time for effectively enforcing this Agreement and/or for safeguarding the interest of the Promoter and all persons acquiring the remaining Apartments in the said building/s on the said Plot.
- n. The Promoter shall in respect of any amount remaining unpaid by the Allottee/s under the terms and conditions of this Agreement, shall have a first lien and charge on the said Apartment, agreed to be purchased by the Allottee/s.
- o. Without prejudice, to the rights of the Promoter under RERA and/or any other Act, the Promoter shall be entitled to take action against the Allottee/s if the Allottee/s do/does not pay his/her/its/their proportionate share of outgoing every month and if remain/s in arrears for three months and/or do/does not pay the purchase price and/or other amounts which he/she/it/they is/are liable to pay under this Agreement diligently, fully and finally; then the Promoter shall be entitled to terminate this Agreement and enter upon the said Apartment and resume possession of the said Apartment.
- p. The Promoter shall be entitled to sell, transfer and/or agree to sell/transfer all the other Apartments and also agree to allot parking areas situated or to be situated in the said building/s and/or upon any portion of the Said Plot to anyone else in any manner whatsoever and such Allottee/s shall be entitled to use their respective Apartments/parking spaces/etc. for any purposes as may be

permissible under law and the Allottee/s shall not take any objection of any nature in that regard.

- q. The Allottees shall not raise any obstruction/objection in Promoters right of making amendment and revision in the sanctioned plan and/or for making addition or alterations in the structure of the building by obtaining approvals from Competent Authority and/or utilization of entire development potentiality in the development of said Plot property in the form of FSI, TDR, DR premium FSI etc. The Promoter shall have unfetter right to construct additional apartments in the said building and/or to sell and allot all such additional apartment to the prospective Allottees so also the additional covered parking spaces which shall become available in the course of development to such prospective Allottees. The permission given by the Allottee as mentioned in clause 1 above shall be binding upon Allottee.
- r. In case of acquisition or requisition of the Said Plot and/or any portion thereof, for any reason whatsoever by the said Corporation and any other competent authority; the Promoter alone shall be entitled to appropriate the compensation receivable or that shall be given against such acquisition or requisition.
- s. Not to relocate brick walls onto any location, which does not have a beam to support the brick wall.
- t. Not to change the location of the plumbing or electrical lines (except internal extensions).
- u. Not to change the location of the wet/waterproofed areas.
- v. Not to make any alteration in the elevation and outside color scheme of the building.
- w. The Allottee/s shall not allow the said apartment to be used for user different from the nature of the user that it is intended for use by the Promoter.
- x. Not to put any claim in respect of the restricted amenities including open spaces, any space available for hoardings, gardens attached to their apartment or terraces and the same are retained by the Promoter as restricted amenities. The Allottee/s is/are aware that certain parts of the Building shall be allocated for exclusive use of certain users/residents. The price of the apartment has been determined taking this into consideration and the Allottee/s waives his/her/their/its right to raise any dispute in this regards.

- y. The Allottee/s confirm/s that this Agreement is the binding arrangement between the parties and overrides any other written and/or oral understanding but not limited to the application form, allotment letter, brochure or electronic communication of any form.
- z. Upon and after handover of the management of the Building to the Society, the Society (and its members) will be responsible for fulfilment of all obligations and responsibilities in relation to approvals / permissions as may be required by the concerned Authorities from time to time.
- aa. The Allottee/s, if is a resident of outside India (NRI) then he/she/they shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999(FEMA), Reserve Bank of India Act and Rules made there under or any statutory amendments(s) / modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India, etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with provision of FEMA or statutory enactments or amendments thereof and the rules and regulation of the Reserve Bank of India or any other Applicable Law. The Allottee/s understand/s and agree/s that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for action under the FEMA as amended from time to time. The Promoter accepts no responsibility / liability in this regard. The Allottee/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee/s and such third party shall not have any right in the application / allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee/s only.

- bb. The Allottee/s undertake/s to observe all other stipulations and rules which are provided herein in order to enable the Building to be well maintained and enable all Allottee/s to enjoy the usage of these areas as originally designed.
- cc. The Allottee/s doth hereby assure and declare that before executing the present Agreement, he/she/it/they has/have investigated the title of the Promoter in and over the said Plot and has/have got himself/herself/itself/themselves satisfied about the same and as such has/have no grievances in respect thereof.
- dd. After receiving possession of the said apartment from the Promoter, the Allottee/s shall make necessary application to the Society for becoming member of the Society.
- ee. That Allottee/s admit and accept the binding effects of all the covenants given hereinabove and the same shall be binding upon and enforceable against Allottee/s. The Allottee/s shall not commit any breach or violation of any of the above mentioned covenants given to the Promoter and understand that the entitlement to the 5 years defect liability clause as stipulated in clause 10.4 by the Allottee/s shall be subject to Allottee/s not violating the covenants given by him/her/them vide clause 'a to dd' above. Any breach or violation of above covenants shall make Allottee/s liable for action in accordance with law for breach of Contract.
- ff. If the Purchaser/s desire/s to install grill/s to any of the windows in the said premises, then he/she/they shall ensure that the grills are as per the design and position approved by the Developer in writing.

16) FORMATION OF SOCIETY:

- 16.1 The Promoter shall apply for the formation and registration of a Society as **"KOHINOOR HIGHLAND"** (the "said Society") within the prescribed time limit under the MAHA RERA. The Allottee shall for this purpose from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of said Society and for the becoming a member, including the bye-laws of the said Society. These documents duly filled in and signed shall be returned to the Promoter within seven (07) working days of the same being forwarded by the Promoter to the Allottee, so as to enable Allottee to become a member of the Society. Any delays in signing and handing over of documents by the Allottee to the Promoter shall not constitute default of the Promoter and the prescribed time period shall stand extended accordingly.

Provided that in the absence of local laws, the association of allottees by whatever name called, shall be formed within a period of three months of the majority of allottees having booked their plot or apartment or building, as the case may be, in the project.

Where a Co-operative Housing Society or a Company or any other legal entity of Allottees is to be constituted for a single building not being part of a layout; or in case of layout of more than 1 Building or a Wing of 1 Building in the layout, the Promoter shall submit the application in that behalf to the Registrar for registration of the Co-Operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 or a Company or any other legal entity, within three months from the date on which 51 % (Fifty-one percent) of the total number of Allottees in such a Building or a Wing, have booked their Apartment.

Where a Promoter is required to form an Apex Body either as a Federation of separate and independent Co-operative Housing Societies or Companies or any other Legal Entities or as a Holding Company of separate and independent Co-operative Housing Societies or Companies or any other Legal Entities, then the Promoter shall submit an application to the Registrar for registration of the Co-Operative Society or the Company to form and register an Apex Body in the form of Federation or Holding entity consisting of all such entities in the Layout formed. Such application shall be made within a period of three months from the date of the receipt of the Occupancy Certificate of the last of the building which was to be constructed in the Layout.

- 16.2 The Allottee shall be expelled from the said Society if the Allottee defaults in making timely payments or violates this deed in any manner. For such expulsion the termination letter from Promoter shall be sufficient document.

17) CONVEYANCE/ASSIGNMENT OF LEASEHOLD RIGHTS TO SOCIETY:

- 17.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, initiate the transfer to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

In the case of a Building or a Wing of a Building in a Layout, the Promoter shall (subject to his right to dispose of the remaining apartments, if any) execute the conveyance of the structure of that Building or Wing of that Building (excluding basements and podiums) within one month from the date of issue of Occupancy Certificate.

17.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, initiate the transfer to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land.

In the case of a layout, the Promoter shall execute the conveyance of the entire undivided or inseparable land underneath all buildings jointly or otherwise within three months from the date of issue of Occupancy Certificate to the last of the Building or Wing in the Layout.

17.3 The charges, costs expenses for conveyance/assignment of leasehold rights, or any other charge or taxes that may be levied due to this transaction by Competent Authority, Government or Quasi-Government, Judicial Or Quasi-Judicial Authorities or any other charge for the transfer of the said plot on 'actual basis' shall be borne by the Allottee in proportion to his carpet area and that the Allottee shall come forward to accept conveyance of the said plot in the name of the Society formed within two (02) months. This amount is not included in Agreement value and shall be calculated and informed to the members of the Society after Occupancy Certificate.

18) SOCIETY MAINTENANCE CHARGES:

18.1 Commencing a week after notice in writing is given by the Promoter to the Allottee that the said Unit is ready for use and occupation, irrespective of the Allottee taking the possession of the said Unit, the Allottee will be liable for proportionate share of outgoings in respect of said plot for water charges, insurance, common lights, repairs, salaries, property tax if any, security, sweepers and all other expense necessary and incidental to the maintenance of the Society.

18.2 The Allottee shall pay to the Promoter at the time of possession, an advance maintenance for 18 months aggregating to Rs. 25,200/- (Rupees Twenty Five Thousand and Two Hundred Only) for 1BHK and/or Rs. 34,200/- (Rupees Thirty-Four Thousand and Two Hundred Only) for 2BHK Plus GST as "common maintenance charges" for the upkeep and maintenance of the said Project building. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the building is conveyed to the Society as aforesaid.

The aforesaid maintenance charges are only indicative and not exhaustive in nature. The actual amount of maintenance to be charged may vary

depending upon the cost of maintenance of the project at the time of possession of the apartments/at the time of receipt of Occupancy Certificate.

19) UNSOLD UNITS IN SAID PROJECT:

19.1 Promoter shall be inducted as a member of said Society for unsold Units upon formation of Society and conveyance of the said Plot to Society.

19.2 Promoter shall be entitled to sell the unsold Units in said project without any separate permission or consent of Society and the members of Society. The prospective Allottee of such unsold Units shall be inducted by the Society as members and no objection shall be raised either by existing members or the Society.

19.3 Allottee or Society shall not be entitled to demand any transfer charge for the transfer of unsold Unit by the Promoter to prospective Allottees.

19.4 Promoter shall also be entitled to car parking reserved for the unsold Units and the Society or Allottee shall not stake claim on such parking.

19.5 Promoter shall be entitled to mortgage the unsold Units of the said project with the financial institutions without any separate NOC from Society or the members of Society.

19.6 Promoter is entitled to all the rights of being a member of Society i.e., right to attend meeting, right to vote in the meeting etc.

20) RESTRICTION ON RIGHT OF ALLOTTEE/S:-

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the Said Plot and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him/her/them and all open spaces, common areas, parking spaces, lobbies, staircases, lift area, terrace internal road, etc. will remain the property of the Promoter unless conveyed as per the provisions of law to and in favour of the Society.

21) PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:-

21.1) There is no any mortgage or charge upon the Said Plot. The Promoter agrees that after execution of this Agreement it shall not of its own unilaterally and without the consent of Allottee/s mortgage or create a charge on the said apartment. In case if any such mortgage or charge is made or created by the Promoter by itself 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 taken or agreed to take such apartment.

- 21.2) In case if the Allottee/s avail the financial assistance or home loan inter-alia for purchasing and acquiring the said apartment, then in that event, Promoter shall at the request and at the cost of Allottee/s, allow the charge or mortgage to be created upon the said apartment of such financial institution from whom the Allottee/s shall avail such financial assistance or home loan. It is agreed and understood that the entire responsibility/liability of repayment of the said financial assistance / home loan shall be that of the Allottee/s alone. The Promoter in no way shall be liable for the payment of or repayment of the said financial assistance/home loan to the said financial institution. The Allottee/s alone shall be liable and responsible for all consequences, costs and or litigations that may arise due to non-payment and default in repayment of said financial assistance and home loan. In any case mortgage or charge that shall be created pursuant to availing of such financial assistance/home loan by the Allottee/s, shall be limited to and/or restricted to or upon to the said apartment only. Save and except the said apartment, no other portion of the said building and or said Plot shall be encumbered or charged with any liability of mortgage or otherwise against said financial assistance/home loan. The Allottee/s undertake/s to indemnify and keep indemnified the Promoter against all losses, injures or damages that may be caused to the Promoter due to non-payment/repayment of the said financial assistance/home loan.

22) BINDING EFFECT:-

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter 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, appear for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee/s fail/s to execute and deliver to the Promoter 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 Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 7 (Seven) days from the date of its receipt by the Allottee/s, application of the Allottee/s for allotment of apartment 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 and by deducting therefrom liquidated damages as stated in clause 7.3 above.

23) ENTIRE AGREEMENT:-

This Agreement, along with its Schedules, Annexures 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 apartment/plot/building, as the case may be.

24) RIGHT TO AMEND:-

This Agreement shall not be amended by either of the parties without mutual consent of each other. The amendment if any is to be made to this Agreement shall be made only by written consent of both the parties and not otherwise.

25) PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/S / SUBSEQUENT ALLOTTEE/S:-

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 Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

26) SEVERABILITY:-

If any provision of this Agreement shall be determined to be void or unenforceable under the provisions of RERA Act or the Rules framed thereunder then, such provisions of the Agreement shall be deemed to have been amended or deleted and or shall be considered as 'severed' from this Agreement as if it was not forming part of this Agreement. But in that eventuality the remaining Provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27) METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:-

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 the proportion of the carpet area of the Apartment.

28) FURTHER ASSURANCES:-

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. All costs expenses, charges, taxes, including stamp duty, GST, Registration Charges etc., that shall be required to be incurred for execution of such instruments and/or for taking such other action, shall be incurred and paid by the Allottee/s in proportionate share.

29) PLACE OF EXECUTION:-

The execution of this Agreement shall be complete only upon its execution by the Promoter at the Promoter's Office as mentioned in the title clause.

The Allottee/s and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof. But all expenses towards stamp duty registration, GST, taxes, MVAT, Service Tax and /or any other cess and taxes pertaining to this Agreement and /or any other document that shall be executed in connection with the said Agreement, shall be borne and paid by the Allottee/s.

30) ADDRESS FOR CORROSPONDENCE:-

That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified hereinbefore in this Agreement or at the email address provided herein:

Notified Email ID of Allottee/s: _____

Notified Email ID of the Promoter: _____

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.

31) JOINT ALLOTTEE/S:-

That in case there are Joint Allottee/s all communications shall be sent by the Promoter 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.

32) STAMP DUTY AND REGISTRATION:-

The charges towards Stamp Duty and Registration of this Agreement shall be borne by Allottee/s.

33) DISPUTE RESOLUTION:-

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

34) GOVERNING LAW:

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.

SCHEDULE I

THE SAID PROPERTY ABOVE REFERRED TO:

ALL THAT piece and parcel of subdivided plot no. 2 on land bearing Survey No. 22/1 and Survey No. 110/5 admeasuring about 2757 Sq. Mtrs. situated at Mouje: Usarghar, Tal: Kalyan and Dist: Thane, and bounded as follows:

On or Towards the East	:	As per Records of Right
On or Towards the West	:	Reserved for Garden
On or Towards North	:	24m wide DP Road
On or Towards South	:	Hissa No. 13, 14 and 2

SCHEDULE II

SAID APARTMENT ABOVE REFERRED TO:

Apartment bearing No._____, admeasuring about ____ Sq. Meters. of Carpet area along with the exclusive use and occupation of Balcony/Utility/Terrace admeasuring _____ Sq. Mtr. on the ____ Floor of the said building known as **“KOHINOOR HIGHLAND”** which is constructed in or upon the above referred said Plot, which Apartment is shown on the Floor Plan thereof as Annexure 'D'.

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SCHEDULE III

AMENITIES

Amenities for each building:

- Entrance lobby with Air conditioner
- Access control in entrance lobby
- 3 elevators (including one stretcher elevator)
- Firefighting system as per norms
- Toilet on ground for Security
- Power backup for selected common area lighting
- Acrylic external paint
- Intercom connection
- Earthquake resistant RCC
- Society office
- CCTV in Entrance lobby

Amenities inside each apartment:

- Designer flush doors with laminate sheet
- Aluminum Windows
- Vitrified tiles flooring
- Kitchen with granite platform and stainless-steel sink.
- Toilets and bathrooms finished with concealed plumbing, branded sanitary ware and CP fittings
- Indian WC in Common toilet
- Gypsum finished interior walls
- Concealed copper wiring with branded switches
- Provision for inverter, AC, internet and TV connectivity

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR HANDS THIS
____ DAY OF _____ 2023 AT _____.

THE COMMON SEAL OF THE WITHIN NAMED “PROMOTER”

M/s. KGI REALTY PRIVATE LIMITED

Through its Director/S

Sign

Photo

Left Thumb

SIGNED & DELIVERED BY THE

Within named “**ALLOTTEE/S**”

1)

Sign

Photo

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2)

Sign

Photo

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In the presence of

1)

Sign

Photo

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2)

Sign

Photo

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RECEIPT

Received an amount of Rs. _____/- from Allottee/s towards part payment of total consideration as mentioned in Clause No. 2 above in following manner-

Date	Amount (Rs.)	Instrument No.	Name of the Bank

This receipt is valid subject to realization of instrument.

I say received,

M/s. KGI REALTY PRIVATE LIMITED

Through its Director/s

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