

Allotment letter

Date :

To,

.....
.....
.....
.....

Reference : Your Booking Letter dated

Subject : Allotment of Flat in Sarvoday Symphony.

Dear Sir/Madam,

We have allotted you Flat No.on floor in Building no.
..... admeasuringSq. Mtr. Carpet area at Sarvoday Symphony situated at Kanchangaon, Thakurli East for a price of Rupees (In Words Rupees)

We have received a sum of Rs. vide Cheque No. dated drawn on, Branch being the earnest deposit towards issue of allotment of said flat. The promoter shall draw the agreement for sale in favour of purchaser namely & the purchaser will pay stamp duty, registration charges and get the flat registered at the earliest.

The payment schedule shall be drawn in the agreement and the purchaser agrees to make the payment to the developers strictly as per schedule mentioned therein under agreement as per the clauses mentioned therein.

For Swastik Realtors

Authorised Signatory

Project Name : SARVODAY SYMPHONY
Village : Kanchangaon
Wing/Flat No. : _____
Floor : _____
Area (RERA Carpet): _____ sq. mts. (Including Balcony)
Open terrace : _____ sq.mt. (carpet)
Market value : _____
Actual value : _____

AGREEMENT FOR SALE

THIS ARTICLE OF AGREEMENT MADE AT KALYAN

ON THIS _____ DAY OF _____ 201__

B E T W E E N

M/s. **Swastik Realtors**, a partnership firm, having its office at Sarvoday Park, Building No.1, Kalyan Shil Road, Kalyan (West), through its authorized signatory Shri _____ hereinafter called and referred to as the **Promoter** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Partners constituting the said firm for the time being, their heirs, legal representatives, executors and administrators) being the Party of the First Part;

A N D

thereinafter called and referred to as the **Allottee** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her heirs, executors, administrators and assigns) being the Party of the Second Part;

WHEREAS the Smt. Neerabai Bhagwan Shelar alias Farde and Others are the Owners of plot bearing Old Survey No. 92 New Survey No. 3 Hissa No. 3 admeasuring 3690 sq. meters as well as Old Survey No. 91 New Survey No. 25 Hissa no. 1 admeasuring 7310 sq. meters adjoining each other lying, being and situate at village Kanchangaon, Taluka Kalyan, District Thane, within the limits of the Kalyan Dombivli Municipal Corporation (hereinafter referred to as the said property).

AND WHEREAS by and under the Development Agreement dated 27.12.2007 read with Deed of Confirmation dated 20.11.2008 registered at the office of Sub-Registrar of Assurances at Kalyan – 3 under serial No. 6317/2008 Owners granted the said property along with other properties for development to the Promoters herein at and for the price / consideration and on the terms and conditions therein contained and in pursuance thereof the above said owners have also granted Power of Attorney in favour of the Promoters on 27.12.2007 and the same is also registered at the office of Sub-Registrar of Assurances at Kalyan – 3 by executing Deed of Confirmation on 20.11.2008 under serial No. 6318/2008;

AND WHEREAS the Promoter have got converted the use of land to non agricultural vide order no. Mahsul/T-2/jaminbab/vinischiti/conversiontax/SR-118/2017 dt. 02.11.2017 granted by Tahasildar Kalyan;

AND WHEREAS the Promoter with the intention to develop the said property has followed the due process of law and obtained the sanction from the Kalyan Dombivli Municipal Corporation under the Building Commencement Certificate No. KDMP/TPD/BP/DOM/2019-20/0029/25 dated 28.04.2021.

AND WHEREAS as per the sanctioned plan the said property is naturally divided into two plots due to the 18 meters wide D. P. Road passing through the same. As per the sanctioned plan the said property admeasuring 11000 sq.meters is divided as under;

- i) Plot 1- 5903.50 sq. meters
- ii) Plot 2- 2962.50 sq. meters
- iii) Area under 18 & 24 meters wide D. P. Road 2134 sq. meters

AND WHEREAS as per the said sanctioned plan and Building permission Promoter herein is well and sufficiently entitled to construct A, B & C wing on Plot 1 and D wing on plot 2 consuming total F.S.I of 23270 Sq.Mtrs. As per the plans sanctioned at present A & B wing (named as SARVODAY SYMPHONY) shall be Basement + Ground (Commercial) + 19 upper Floors, C wing shall be Ground + Seven upper Floors and D Wing (named as SARVODAY HARMONY) shall be Ground (Commercial) + 19 Upper Floors.

AND WHEREAS the Promoters intend to avail additional permitted and available floor space index from time to time and increases and incentives therein and further intends to get the said plans and

specification revised, renewed and altered for consumption of floor space index by transfer of development rights, Premium FSI, Ancillary FSI and all other permissible FSI to the extent of 30000 Sq. Mtrs. to be used and utilized on the said property as may be granted by the Kalyan Dombivli Municipal Corporation from time to time and also further to amalgamate adjacent and adjoining properties to said property and accordingly obtain revised sanction Plans in due course.

AND WHEREAS the Promoter has followed the due process of law under Real Estate (Regulation & Development) Act, 2016 and obtained the Certificate of Registration under No. _____ dated _____.

AND WHEREAS in terms of the above said sanctions and permissions, the Promoters are entitled to sell the flats in the proposed Building named as "**Sarvoday Symphony**".

AND WHEREAS the Promoters herein declare that all the above said Agreements, sanctions and permissions are valid, subsisting and completely in force;

AND WHEREAS in terms of the above said Agreements, Power of Attorney, sanctioned plans and permissions, the Promoters herein are well and sufficiently entitled to develop the said property;

AND WHEREAS the plans, floor plans, drawings and specifications etc., in respect of the proposed building have been prepared by Architect of the Promoters;

AND WHEREAS the Promoters have also appointed a Structural Engineer for preparing of structure designs and drawings of the buildings to be constructed thereon;

AND WHEREAS as recited hereinabove, the Promoters are entitled to develop the said property and carry out the construction of the proposed buildings at their own costs and expenses and to dispose of the Flats/Shops/Units constructed in the buildings on ownership basis and to enter into agreements with the Allottee/s and to receive the sale price in respect thereof and upon such disposal of the Flats/Shops/Units to convey the said land together with the buildings constructed thereon in favour of the Co-operative Housing Society/Association of Apartment/owners of all those several persons acquiring the respective Flats/Shops/Units.

AND WHEREAS the Promoters expressed their intention to dispose off the Flats/Shops/Units in the proposed buildings in the scheme of construction known as in "**Sarvoday Symphony**".

AND WHEREAS the Promoters have shown to the Allottee/s the entire layout, sanction of plans and have disclosed their intention to avail additional permitted and available floor space index from time to time and increases and incentives therein and further intends to get the said plans and specification revised, renewed and altered for consumption of floor space index by transfer of development rights, Premium FSI, Ancillary FSI and all other permissible FSI to the extent of 30000 Sq. Mtrs. to be used and utilized on the said property as may

be granted by the Kalyan Dombivli Municipal Corporation from time to time, and/or amalgamate the said property with the adjacent properties and obtain revised building permissions, sanctions and approvals from time to time and to complete the entire construction on the said property and / or the amalgamated property and on completion of the entire scheme of construction to form cooperative housing society / societies, condominium of apartment owners or corporate body and to transfer and convey the land and the structures to such cooperative housing society, condominium of apartment owners or corporate body as the case may be and the Allottee after going through the said sanctions plan, layout and verifying and analyzing the proposed change, modification and revisions to be sought by the Promoters have granted his / her / their clear, express and unequivocal consent to the same and have expressly declared that he / she / they shall not raise any objection, claim or dispute in respect of any change, modification, revision and / or consumption of additional floor space index as permitted by the Kalyan Dombivli Municipal Corporation on the said property or any part thereof and / or the amalgamated scheme of construction and shall grant their utmost and sincere cooperation to the same.

AND WHEREAS the Allottee/s herein has/have understood the entire scheme of construction, the internal common roads, recreational spaces and other amenities and facilities in the said scheme of construction known as **Sarvoday Symphony** and have granted his / her express and irrevocable consent and confirmation for the same.

AND WHEREAS the Promoters relying upon the above representations made to the Allottee/s and the Allottee accepting the same and / or granting his / her clear, express and unequivocal consent has agreed to sell to the Allottee/s and the Allottee/s has/have agreed to acquire the Flat bearing No. _____ on _____ floor, admeasuring _____ sq.mtrs carpet with attached cupboard & balcony/ies admeasuring _____ sq.mtrs (proposed to be enclosed) and attached terrace admeasuring _____ sq.mtrs. in the scheme of construction known as "**Sarvoday Symphony**" hereinafter for the sake of brevity called and referred to as the "Said Flat" allotted to the Allottee/s and shown and marked accordingly on the floor plan annexed.

AND WHEREAS as per the above recited deeds, agreements and permissions, the Promoter is entitled to develop the said property and carry out the construction of the proposed building at their own costs and expenses and to dispose of the residential flats / units constructed in the building on ownership basis and to enter into agreements with the Allottee and to receive the sale price in respect thereof and upon such disposal of the flats / shops / office / units to convey the said land together with the building constructed thereon in favour of the cooperative housing society of all those several persons acquiring the respective flats / shops / units;

AND WHEREAS the Promoter has clearly brought to the notice and knowledge of the Allottee herein the above facts of changes, modifications, further expansions, amalgamation of the adjacent lands in the scheme of construction and its present and future course of the scheme of development on the said property and / or the adjacent property in the manner herein recited and the Allottee has clearly

understood the same and in confirmation thereof has granted his / her clear, express, unequivocal and irrevocable consent for the same by executing agreeing to executing this agreement.

AND WHEREAS as per the above recited agreements and permissions as well as above disclosures and further course of development, modification or expansion therein, the Promoter is entitled to develop the said property and carry out the construction of the proposed building at their own costs and expenses and to dispose of the residential flats / units constructed in the building on ownership basis and to enter into agreements with the Allottee and to receive the sale price in respect thereof and upon such disposal of the flats / units to convey the said land together with the building constructed thereon in favour of the co-operative housing society of all those several persons acquiring the respective flats / shops / units.

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Allottee is offered a flat bearing No. _____ on _____ floor, admeasuring _____ sq.mtrs carpet with attached cupboard & balcony/ies admeasuring _____ sq.mtrs (proposed to be enclosed) and attached terrace admeasuring _____ sq.mtrs. in the scheme of construction known as "**Sarvoday Symphony**" (herein after referred to as the said "Building") being constructed on the said property described in the Third Schedule hereunder written.

AND WHEREAS the Allottee after going through the entire disclosures, the future course of expansion and development and also verifying the site of the building and the work of construction and its progress thereof, the site of infrastructural and recreational facilities and amenities and nature and scope thereof and after being satisfied about the same has agreed to enter into this agreement and further expressly and irrevocable declare that he shall not raise any objection, claim, demand or action in respect of the additions, modifications, changes and / or further alterations in the scheme of construction as may be permitted the concerned town planning authorities from time to time and accordingly has granted his / her express and irrevocable consent and confirmation for the same.

AND WHEREAS the Promoter has 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 Promoter has appointed 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.

AND WHEREAS on demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land 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;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Premises are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', 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 C-1.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter 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-2.

AND WHEREAS the authenticated copies of the plans and specifications of the Premises agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure D.

AND WHEREAS 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 and the said fact of such stage of progress of construction work, building wise, phase wise completion is also disclosed and brought to the notice and knowledge of the Allottee herein.

AND WHEREAS 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 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 local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of Flat bearing No. _____ on _____ floor, admeasuring _____ sq.mtrs carpet with attached cupboard & balcony/ies admeasuring _____ sq.mtrs (proposed to be enclosed) and attached terrace admeasuring _____ sq.mtrs. in the scheme of construction known as "**Sarvoday Symphony**" being constructed on the said property described in the Schedule hereunder written being the said premises.

AND WHEREAS the carpet area of the said premises is _____ square meters and "carpet area" means the net usable floor area of the said premises, excluding the area covered by the external walls, areas

under services shafts, exclusive balcony appurtenant to the said Premises for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Premises for exclusive use of the Allottee but includes the area covered by the internal partition walls of the premises.

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

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs _____ (Rupees _____)

only, being part payment of the sale consideration of the premises agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Premises with the Allottee, 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 Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said premises.

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

1. The Promoter in terms of the revised sanctioned plan shall construct the said Building on the said property described in the Schedule hereunder written in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the premises of the Allottee except any alteration or addition required by any Government authorities or due to change in law.
- 1.a. (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, the premises being Apartment / shop / office / unit bearing No. _____ on _____ floor, admeasuring _____ sq.mtrs carpet with attached cupboard & balcony/ies admeasuring _____ sq.mtrs (proposed to be enclosed) and attached terrace admeasuring _____ sq.mtrs without any covered/mechanical car parking space in the scheme of construction known as **Sarvoday Symphony** (herein after referred to as the said "premises") being constructed on the said property described in the Second Schedule hereunder written as shown in the Floor plan thereof hereto annexed for the price/consideration of Rs.

_____ (Rupees _____ only)
including 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 annexed herewith.

OR (Strike out whichever is not applicable)

(i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, the premises being Apartment / shop / office / unit bearing No. _____ on _____ floor, admeasuring _____ sq.mtrs carpet with attached cupboard & balcony/ies admeasuring _____ sq.mtrs (proposed to be enclosed) and attached terrace admeasuring _____ sq.mtrs alongwith one stilt/covered/mechanical car parking space in the scheme of construction known as **Sarvoday Symphony** (herein after referred to as the said "premises") being constructed on the said property described in the Second Schedule hereunder written as shown in the Floor plan thereof hereto annexed for the price/consideration of Rs. _____ (Rupees _____

_____ only)
including 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 annexed herewith.

- 1(b) The Allottee agrees and understands that timely payments of the said Apartment as per payment schedule hereto is the essence of the Agreement. The Allottee has paid on or before execution of this agreement a sum of Rs. _____ (Rupees - _____ only) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. _____ (Rupees _____ only) as per the Payment Schedule Annexed herewith.
- 1(c) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the said premises.
- 1(d) The Total Price is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/ Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation

published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

- 1(e) The Promoter herein on due date/or on reaching construction milestone/stage as per the Payment Schedule Annexed shall intimate the amount payable as stated above in writing or by digital E-mail to the Allottee and the Allottee shall make payment of such due amount to the Promoter within seven days from date of receiving such intimation. The Allottee herein specifically agrees that he/she/they shall pay the aforesaid amount along with the GST and such other taxes, cesses, charges etc. without any delay along with each installment.
- 1(f) 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 3 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 1(a) of this Agreement.
- 1(g) The Allottee authorizes the Promoter to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 2.1. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Premises. Notwithstanding anything to the contrary contained herein, the Allottee shall not be entitled to claim possession of the said apartment until the completion certificate is received from the local authority and the Allottee has paid all dues payable under this agreement in respect of the said apartment to the Promoter and has paid the necessary maintenance amount/deposit, GST and other taxes payable under this agreement of the said apartment to the Promoter. Howsoever for the purpose of defect liability on towards the developer, the date shall be calculated from the date of handing over possession to the Allottee for fit outs and interior works and that the said liability shall be those

responsibilities which are not covered under maintenance of the said unit/ building/phase/wing as stated in the said agreement. That further it has been agreed by the Allottee that any damage or change done within the unit sold or in the building done by him/ them or by any third person on and behalf of the Allottee then the Allottee expressly absolves the developer from the same liability and specifically consents that on such act done, he shall waive his right to enforce the defect liability on and towards the developer.

- 2.2. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the said premises to the Allottee and the common areas to the association of the Allottees after receiving the completion certificate or the occupancy certificate or both, as the case may be.

Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (b) herein above. ("Payment Plan").

3. The Promoter has brought to the notice of the Allottee that the proposed development on the said property at present as per the sanctioned plan and they intends to use and avail additional permitted and available floor space index from time to time and increases and incentives therein and further intends to get the said plans and specification revised, renewed and altered for consumption of floor space index by transfer of development rights, Premium FSI, Ancillary FSI and all other permissible FSI to the extent of 30000 Sq. Mtrs. to be used and utilized on the said property as may be granted by the Kalyan Dombivli Municipal Corporation from time to time in future by constructing units on the additional floors or by amalgamating the said property with adjoining property for utilizing full potential of the said property as well as amalgamating property.
- 4.1. If the Promoter fails to abide by the time schedule for completing the project and handing over the said premises to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.
- 4.2. Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three

defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, 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 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 (subject to adjustment and recovery of agreed liquidated damages upto 10% of the Agreement Value or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Premises which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular details to be provided by the Promoter in the said building and the Premises as are set out in Annexure 'E', annexed hereto.
6. The Promoter agrees and assure to complete the building in which the said premises is situated and hand over the possession thereof on or before 31st March 2024 with an extension in time thereof for six months or so. If the Promoter fails or neglects to give possession of the Premises to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Premises with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

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

- 7.1 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the said premises to the Allottee in terms of this Agreement to be taken

within 15 days from the date of issue of such notice and the Promoter shall give possession of the said premises to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottee s, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the said premises within 15 days of the written notice from the Promoter to the Allottee intimating that the said Premises are ready for use and occupancy:

7.3 **Failure of Allottee to take Possession of Said Premises from the Promoter:** Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the said premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said premises to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the said premises to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Premises or the building in which the Premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided after receiving of the flats from the Promoter, any damage due to wear and tear of whatsoever nature caused thereto, the Promoter shall not be responsible for the cost of re-instating and repairing such damages caused by the Allottee and the Allottee alone shall alone liable to rectify and re-instate the same at his own costs. Provided further however, that the Allottee shall not carry out any alterations of the whatsoever nature in the said premises of phase wing and specific the structure of the said unit/ wing/ phase of the said building which shall include but not limit to column, beams, etc., or in the fittings, therein, in particular it is hereby agreed that the Allottee shall not make any alteration in any of the fittings, pipes, water supply connections or any creation 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 Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing.

8. The Allottee shall use the said premises or any part thereof or permit the same to be used only for purpose of which it is sanctioned and approved by the municipal authorities. He shall use the garage or parking space only for purpose of keeping or parking vehicle.
9. The Allottee along with other Allottee(s) of premises in the building shall join in forming and registering the Cooperative Housing Society or Association or a Limited Company to be known by such name as the Promoter 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, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottees. No objection shall be taken by the Allottee 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. The Promoter shall take into consideration the factual aspect as regards the administration, management of day to day affairs of the constructed and completed building and shall form a time frame policy for formation and registration of the cooperative housing society or association or limited and till such time shall call upon the Allottees who have acquired the flats to form an ad-hoc committee for carrying out the day to day administration and management of the said building in which the said premises is situated and shall render their sincere and utmost cooperation to such ad-hoc committee till the formation and registration of the society or association or limited company.
 - 9.1. The Promoter after formation and registration of such ad-hoc committee, its administration and management and with the cooperation and support of the Allottees in the building/s shall form and register the cooperation housing society or association or limited company and within three months of such registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Owners in the said structure of the Building or wing in which the said premises is situated and further the Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Owners in the project land on which the building with multiple wings or buildings are constructed.

It is clearly brought to the notice and knowledge of the Allottee herein that such formation of cooperative housing society or association or limited company and further its transfer of the building and the land underneath it shall always be executed by reserving the overall right, title, interest, possession, increases

and incentives in future floor space index and proposed expansion in the scheme of construction as well tangible and intangible benefits, privileges, advantages accrued or to be accrued to the Promoter herein in the entire scheme of construction and such stipulations, covenants, rights and interest shall form an integral part of such transfer and assignment. It is further clearly brought to the notice and knowledge of the Allottee herein that such transfer and assignment shall not prejudice or cause any hardship, obstruction and hindrance to the Promoter in exercising all the right, title, interest, powers and authorities vested in them in respect of the said entire property, the future course of construction, along with increases, incentives in use, utilization, consumption of the floor space index as may be permitted by the municipal and planning authorities in respect of the entire property and every part thereof as well as their absolute right to sell such additional flats and units to any intending Allottee, enter into agreement, receive and appropriate the sale proceeds thereof and to nominate such Allottee to the membership of the existing cooperative housing society or association or limited company as the case may be without any recourse and consideration to the Allottee, the cooperative housing society or association of limited company as the case may be. It is clearly agreed and assured by the Allottee that the Allottee is aware of the said contents and fact thereof and in confirmation thereof has granted his express and irrevocable consent for the same.

9.2. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Premises is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Premises) 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 shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. 5/- per sq.ft. per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease 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 Promoter to the Society or the Limited Company, as the case may be.

10. The Allottee shall pay to the Promoters on or before delivery of possession of the said premises or on demand -

- i) requisite amounts to the Promoters on demand and/or prior to taking the possession of the said flat towards legal charges, entrance fees and share capital, society formation charges, Water connection charges, grill charges, MSEB meter as well as proportionate share for transformer installation and its equipments and accessories thereto and deposit charges, solar charges, balcony enclosing charges and other incidental expenses thereto.
 - ii) requisite amount and charges on account of goods and services tax, stamp duty and registration charges and any other taxes and levies as may be imposed by the concerned government and semi-government authorities.
 - iii) the provisional outgoings for municipal taxes, water bill, bore-well common electric expenses if any (24 months contribution in advance is to be paid at the time of possession) as well as requisite lift charges and proportionate expenses thereto.
11. The Allottee shall pay the requisite costs for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and by-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease 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 or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.
13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER
The Promoter hereby represents and warrants to the Allottee as follows:
 - i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
 - ii. The Promoter has 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;

- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. 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 Promoter has 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;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. 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 project land, including the Project and the said premises which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said premises to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the Association of Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common area soft he and the Structure to the Association of the Allottees;
- x. 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, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. 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 Promoter in respect of the project

land and/or the Project except those disclosed in the title report.

14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Premises may come, hereby covenants with the Promoter as follows :-
 - i. To maintain the said premises the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Premises is taken and shall not do or suffer to be done anything in or to the building in which the Premises 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 Premises is situated and the Premises itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the said premises 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 Premises 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 said premises is situated, including entrances of the building in which the said premises is situated and in case any damage is caused to the building in which the said premises is situated or the Premises on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
 - iii. To carry out at his own cost all internal repairs to the said Premises and maintain the Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Premises is situated or the Premises 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 committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
 - iv. Not to demolish or cause to be demolished the Premises 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 Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Premises is situated and shall keep the portion, sewers, drains and pipes in the Premises 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 Premises 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 Premises without the prior written permission of the Promoter and/or the Society or the Limited Company.

- v. 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 Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the project land and the building in which the Premises is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his 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 Premises is situated.
- viii. 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 Premises by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Premises until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and necessary intimation is provided to the Promoter and no objection therefor is sought by the Allottee from the Promoter for such transfer and assignment.
- x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation 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 Premises 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 shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Premises 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.
- xi. Till a conveyance of the structure of the building in which Premises is situated is executed in favour of Society/Limited Society, the Allottee 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.

- xii. Till a conveyance of the project land on which the building in which Premises is situated is executed in favour of Apex Body or Federation, the Allottee 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 project land or any part thereof to view and examine the state and condition thereof.
15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or Association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
16. The Promoters shall be entitled to sell the premises in the said building for the purpose of using the same as bank, dispensaries, nursing homes, maternity homes, coaching classes and for other non-residential purpose and the Allottee herein along with the other Allottees shall not raise any objection for such non-residential use of the premises sold by the Promoters to the intending Allottees.
17. The Allottee has seen the layout of the proposed building and has agreed and understood the common amenities like common roads, drainage, sewers, water pipe lines, street lights etc., shall be the common property and shall be available for common use by all the buyers of the premises in the said buildings and accordingly the Allottees of the premises in the said buildings and the different common organisation will have unrestricted right of way in common spaces, roads and laying of pipelines, telephone and electric cables, sewerage and drainage line etc.,
18. THE Allottee shall be responsible for additional municipal taxes that may be levied by reason of the user of any permitted tenancy or leave and license agreement in respect of the premises allotted to the Allottee.
19. IT is hereby agreed that the Promoters shall be at liberty to amalgamate and / or combine one or more plots of land adjacent to the said land and get the plan of the proposed building/s to be constructed on the land so amalgamated / combined sanctioned from the planning authority and in such event form and get registered cooperative housing society of all the flats Allottees in the said buildings and the Allottee herein shall not, in any manner object the said right of the promoters. It is further agreed that in such event (Allottees of the adjacent land for the purpose of development) the Promoter shall be at liberty and / or entitled to grant a right of way from or through the said land for approaching (or of the better approach) to the adjacent lands

those would be acquired with a view to developing them and the Allottee herein shall not object the said right of the Promoter in any manner.

20. The Allottee/s hereby declare and confirm that he / she have entered into this agreement, after reading and having understood the contents of all the aforesaid exemption order, building permissions, deeds, documents, writings and papers and all disclosures made by the Promoter to the Allottee/s and with full knowledge and information thereof and subject to the terms, conditions and stipulations imposed or which may hereafter be imposed by the concerned town planning authority and all other concerned government bodies and authorities and also subject to the Promoter's right to make the necessary amendments, variations, modifications and / or changes therein and their right to avail, use, utilise, consume and exploit the entire balance and additional floor space index available on the said property as well as the transferable development rights as may be permissible by law and other benefits in F.S.I. on the said land.
21. The Promoters have brought to the clear notice and knowledge of the Allottee that during the course of construction, the promoter may seek and obtain financial assistance and cash credit facilities from any banks or financial institution and the Allottee shall not raise any objection or obstruction to such creation of charge, mortgage and raising the finance by the Promoter. The Promoter agree and undertake such charge, mortgage shall be cleared by the Promoters as per the rules and regulations of the said bank and the Promoter shall obtain necessary consent and no objection for sale and transfer of the flat premises as intended to be acquired by the Allottee under this present from such bank or financial institutions so as to effectuate the legal and perfect transfer of the said premises in favour of the Allottee herein, and the Promoter further declare that they shall all material times clear the said charge, mortgage of the said bank and shall deduce clear and marketable title to the said premises and the said entire property
22. It is expressly agreed that the Promoter shall be entitled to put a hoarding and / or cable network station mobile phone set up or station on the said property or on the building to be constructed on the said property and the said hoardings may be illuminated or comprising of neon sign or such other type or mode as may be designed by the Promoter and for the purpose Promoter is fully authorised to allow temporary or permanent construction or erection in installation either on the exterior or the said building or on the property as the case may be and the Allottee agrees not to object or dispute the same. Necessary covenants, reservations in respect thereto shall be incorporated in the proposed conveyance. The Promoter or his nominees shall be exclusively entitled to the income that may be derived by display of such advertisement or installation of cable network or mobile phone station, at any time hereafter. The Allottee shall not be entitled to any abatement in the price of the said premises or to object to the same for any reason and shall allow the

Promoter, his agents, servants etc., to enter into the said property including the terraces and other open spaces in the building for the purpose of putting and / or preserving and/or maintaining and/or removing the advertisements and/or hoardings, neon lights or such installations etc., The Promoter shall be entitled to transfer or assign such right to any person or persons whom they deem fit and the Allottee shall not raise any objection thereto.

23. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.
24. Notwithstanding any other provisions of this agreement the Promoters has disclosed and brought to the knowledge of the Allottee that it shall be at the sole and absolute discretion of the Promoter :
 - a) to form a separate/combined co-operative housing society or limited company or condominium of apartment or any other body or bodies of Allottees to be formed and constituted.
 - b) to decide and determine how and in what manner the infrastructure including the common areas and amenity space, recreation garden, all other open spaces, layout or internal roads if any may be transferred and/or conveyed/ assigned/ leased.
 - c) to provide for and incorporate covenant and restriction and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads as well as garden attached to the ground floor flats, if any.
 - d) to decide from time to time to what extent the building/s along with land appurtenant to its transferred to the respective body formed.
 - e) to decide from time to time when and what sort of document of transfer should be executed.
 - f) to grant of right of access/way from and through the said property to the adjacent buildings and plots as well as the easement rights of the said property.
 - g) to form a federation of all the cooperative housing societies to be formed in the said scheme of construction and to convey the said land and the building to a apex body.
 - h) to execute the conveyance of the said property in parts, taking into consideration the divisions of property due to road and such conveyance and transfer of land will not be equivalent to the floor space index consumed in the

construction of the building situated on the said land conveyed in favour of the society/ies.

and the Allottee has clearly understood the same and in confirmation thereof has granted his / her clear, express, unequivocal and irrevocable consent for the same and shall not raise any objection, claim hindrance and obstruction to the rights, options and discretion as reserved by the Promoter herein

25. The Promoters have shown the layout of the entire property to the Allottee and it is agreed and understood by and between the parties that taking into consideration the sanctioned layout the Allottee covenant with the Promoters as under :-

- i) that as per the sanctioned plans and permissions, the open spaces are to be strictly kept unencumbered and unobstructed.
- ii) fencing, partition, retaining walls will not be constructed between the buildings.
- iii) Cable/drainage/telephone lines etc., should be allowed in open space of the building undertaken for development.
- iv) location of electric transformer/ sub-station shall be earmarked/defined by the Architect of the Developers
- v) common amenities and the estimate thereof as well as proportionate share thereto shall be ascertained by the Architect of the Developer.
- vi) the execution of the external compound wall will be as per the design and specification of the architect of promoters and the elevation of the buildings shall not be changed or altered.
- vii) each building shall be maintained in good and proper condition along with the unobstructed right of access.
- viii) the Promoter shall have the option to form a separate cooperative housing society of the buildings undertaken for development and such society will become the member of the Federal society of the said entire layout and the conveyance of the entire layout will be executed in favour of such Federal society and no separate conveyance will be executed in favour of any society.
- ix) it is clearly brought to the notice of the Allottee herein and the Allottee herein is clearly made aware that the Promoters have acquired the development rights of the land as described in the Schedule hereunder written however due to the certain reservations and / or set backs the area to be handed over and conveyed to the cooperative housing society and / or the corporate body will not be equivalent to the area of construction availed in the said buildings constructed on the said available land and the Allottee herein will not raise any objection, hindrance or obstruction such execution of the conveyance and such execution of conveyance shall be executed taking into consideration the entire buildings constructed in the said property along with the right and interest in the common open spaces, playground etc.,

x) the Promoter has also brought to the knowledge of the Allottee that the property on which the building is constructed forms an integral part of the entire scheme of construction of the entire property described in the first schedule and accordingly the Promoter and the Allottee herein shall have the rights and interest and benefits of the common open spaces, internal road and access as well as infrastructural facilities of the entire scheme of construction described in the first schedule along with the other Allottees of the building in the said scheme of construction and accordingly the Allottee shall cooperate and extend their sincere participation as well as the contribution of funds for maintenance and other outgoings of the said infrastructural facilities on the said scheme of construction as per the directions and discretion of the Promoters herein.

26. The Promoters has disclosed and brought to the knowledge of the Allottee that

a. during the course of construction they intends to use and avail additional permitted and available floor space index from time to time and increases and incentives therein and further intends to get the said plans and specification revised, renewed and altered for consumption of floor space index by transfer of development rights, Premium FSI, Ancillary FSI and all other permissible FSI to the extent of 30000 Sq. Mtrs. to be used and utilized on the said property as may be granted by the Kalyan Dombivli Municipal Corporation from time to time on all permitted grounds under the provisions of development control regulations.

b. they are negotiating with the adjacent owners and during the course of the construction work may acquire the adjacent plot and amalgamate the same with the said property thereby having revisions and modifications in the sanction plans from time to time.

and the Allottee has clearly understood the same and in confirmation thereof has granted his / her clear, express, unequivocal and irrevocable consent for the same and shall not raise any objection, claim hindrance and obstruction to the rights, options and discretion as reserved by the Promoter herein during the course of construction and completion of the project.

27. The Promoter has clearly brought to the notice and knowledge of the Allottee that there will be changes, modifications, further expansions, amalgamation of the adjacent lands in the scheme of construction and its present and future course of the scheme of development on the said property and / or the adjacent property in the manner herein recited and the Allottee has clearly understood the same and in confirmation thereof has granted his / her clear, express, unequivocal and irrevocable consent for the same and shall not raise any objection, claim hindrance and obstruction to the rights, options and discretion as reserved by the Promoter herein

28. BINDING EFFECT

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

29. ENTIRE AGREEMENT

This Agreement, along with its schedules and 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 premises as the case may be.

30. RIGHT TO AMEND

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

31. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

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

32. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder 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 thereunder 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.

33. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

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

34. FURTHER ASSURANCES

The Parties herein 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.

35. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the appropriate office of the Sub-Registrar.

36. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease 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.

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

It shall be the duty of the Allottee and the promoter to inform each other their address, email ID or any change in address or email ID 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, as the case may be.

38. JOINT ALLOTTEES

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

39. Stamp Duty and Registration and statutory taxes and levies:- The charges towards stamp duty and Registration of this Agreement as well as statutory government, Semi-Government

taxes and levies, service tax, goods and service tax, value added tax and all other direct and indirect taxes shall be borne by the Allottee alone.

40. 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 Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.
41. 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 and the Civil Courts will have the jurisdiction for this Agreement
42. The name of the Project and building shall be “**Sarvoday Symphony**” and this name shall not be changed without the written consent of the Promoters. The name of association shall also be decided by the Promoters at their discretion.
43. It is hereby made clear that furniture lay out, colour scheme elevation treatment, trees garden lawns etc. shown on the pamphlet and literature are shown only to give overall idea to the Allottee and the same are not agreed to be provided by the promoters unless specifically mentioned and agreed in this agreement. The Promoters reserves the right to make changes in Elevations, Designs, and Colures of all the materials to be used at his sole discretion. In all these matters the decision of the Promoters are final and it is binding on the Allottee/s.
44. This agreement shall, to the extent they are statutory, always be subject to the provisions contained in Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under and any other provisions of Law Applicable thereto.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of the Land Property)

All those piece and parcel of land bearing Old Survey No. 92 New Survey No. 3 Hissa No. 3 admeasuring 3690 sq. meters as well as Old Survey No. 91 New Survey No. 25 Hissa no. 1 admeasuring 7310 sq. meters adjoining each other lying, being and situate at village Kanchangaon, Taluka Kalyan, District Thane, within the limits of the Kalyan Dombivli Municipal Corporation

THE FIRST SCHEDULE ABOVE REFE

RRED TO:

(Description of the Premises)

Apartment / shop No. _____ on _____ floor, admeasuring _____ sq.mtrs carpet with attached cupboard & balcony/ies admeasuring _____ sq.mtrs (proposed to be enclosed) and attached terrace admeasuring _____ sq.mtrs with/without any covered car

parking space in the scheme of construction known as **Sarvoday Symphony**

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective signatures to this writing on the day and the year first hereinabove mentioned

SIGNED & DELIVERED
by the within named
PROMOTERS,

SIGNED & DELIVERED
by the within named **Promoter**
M/s. **Swastik Realtors**
through its Authorised Signatory
Shri _____

SIGNED & DELIVERED
by the within named
ALLOTTEE/S
Mr. _____

Mrs. _____

WITNESS:

1. Name: _____

2. Name: _____

RECEIPT

Received a sum of Rs. _____ (Rupees _____ only)
from time to time prior to execution of this agreement in the following manner

Date	Cheque No.	Amount	Bank

from the Allottee herein as and by way of advance / part consideration subject to realisation.

I say received

M/s. **Swastik Realtors**

through its Authorised Signatory

Shri _____

ANNEXURE – A - Copy of Title Report

ANNEXURE –B - Copy of Property Card or extract Village Forms VI or VII and XII

ANNEXURE –C-1 Copies of plans & Layout as approved by concerned Local Authority

ANNEXURE - C-2 Copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE –D Authenticated copies of the plans and specifications of the said premises agreed to be purchased by the Allottee as approved by the concerned local authority

ANNEXURE – E Specification and amenities for the Premises,

ANNEXURE –F Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority.

PAYMENT SCHEDULE

a) Rs. _____ /- paid prior to the execution of this Agreement.

b) Rs. _____ /- to be paid to the Promoter on completion of the Plinth of the building in which the said Premises is situated.

c) Rs. _____ /- to be paid to the Promoter on completion of 2nd Floor slab in which the said Premises is situated.

d) Rs. _____ /- to be paid to the Promoter on completion of 4th Floor slab in which the said Premises is situated.

e) Rs. _____ /- to be paid to the Promoter on completion of 6th Floor slab in which the said Premises is situated.

f) Rs. _____ /- to be paid to the Promoter on completion of 8th Floor slab in which the said Premises is situated.

g) Rs. _____ /- to be paid to the Promoter on completion of 10th Floor slab in which the said Premises is situated.

h) Rs. _____ /- to be paid to the Promoter on completion of 12th Floor slab in which the said Premises is situated.

i) Rs. _____ /- to be paid to the Promoter on completion of 14th Floor slab in which the said Premises is situated.

j) Rs. _____ /- to be paid to the Promoter on completion of 16th Floor slab in which the said Premises is situated.

k) Rs. _____ /- to be paid to the Promoter on completion of 18th Floor slab in which the said Premises is situated.

l) Rs. _____ /- to be paid to the Promoter on completion of 20th Floor slab in which the said Premises is situated.

m) Rs. _____ /- to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said premises.

n) Rs. _____ /- to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift, wells, lobbies up to the floor level of the said premises.

o) Rs. _____ /- to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building in which the said premises is situated.

p) Rs. _____ /- to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical entrance lobby/s, paving of areas appurtenant and all other requirements as may be prescribed in the Agreement of sale of the building in which the premises is situated.

q) Rs. _____ /- be paid to the Promoter at the time of handing over of the possession of the said Premises to the Allottee on or after receipt of completion certificate.

The Cheque / DD / Pay order to be drawn in favour to

M/s. – SWASTIK REALTORS