

THIS AGREEMENT FOR SALE is made at **AMBERNATH** on this \_\_\_\_ day of \_\_\_\_\_, 2023,

BETWEEN

M/s. KGI REALTY PVT. LTD., (PAN NO.: **AAHCK5827B**, a company registered under the Companies Act 2013, having its registered office at PLOT NO. 650(P) & 651(P), MEZZANINE FLOOR, SAGARICA APARTMENTS, NEAR CHOPDA COURT, ULHASNAGAR, THANE - 421003 and hereinafter referred to as “THE DEVELOPER” (which expression shall, unless contrary to the context or meaning thereof, mean and include its successor and assigns) of the ONE PART.

AND

1) <<1st Applicant>> age <<Age 1st Applicant>> years, having PAN: <<Pan card 1st Appl>>

above is an Indian inhabitant residing at – <<Address>>.

E-mail address: <<Email ID>>

WhatsApp Number: <<Mobile No>>.

hereinafter referred to as “THE PURCHASER/S” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators and permitted assigns) of the OTHER PART:

WHEREAS:

**TITLE:**

- A.1. By and under Certificate dated 19<sup>th</sup> April 1964 issued under section 32M of the Bombay Tenancy and Agricultural Lands Act, 1958 Shri Yashwant Dharma Patil purchased for Rs 1,967/- two parcels of agricultural lands bearing Survey No. 36, Hissa No. 23 / 3 admeasuring 1 H 2 R equivalent to 10,200 square meters and Survey No. 36, Hissa No. 24 admeasuring 1 H 92 R equivalent to 19,200 square meters, admeasuring in aggregate 29,400 square metres situated at Village Adivali – Dhokli, Tal.: Ambernath, Dist. Thane more particularly described in the First Schedule hereunder written and hereinafter referred to as ‘the Larger Land’. The said Larger Land is delineated by black colored boundary line on TILR Plan annexed hereto as **Annexure ‘A’**. A copy of the 7/12 Extracts in respect of the Larger Land are hereto annexed as **Annexure ‘B’**
- A.2. The said Shri Yashwant Dharma Patil died in 1986 leaving his mother Smt. Parvati Dharma Patil and his brother Vasudeo Dharma Patil, as his only heirs and next of kin according to the law by which he was governed, as per Mutation Entry No. 540 dated 16.10.1987.
- A.3. The said Parvati Dharma Patil, died leaving (i) Vasudeo Dharma Patil, (ii) Somubai Kalu Kade, (iii) Jamnabai Dunda Patil and (iv) Tarabai Shankar Joshi, as her only heirs and next of kin according to the law by which she was governed as per Mutation Entry No. 572 dated 18.9.1992.

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- A.4. The said Vasuedo Dharma Patil died on 9.11.2006 leaving behind (i) Nirmala Vasudeo Patil, (ii) Sapna Vasudeo Patil, (iii) Mamta Vasudeo Patil, (iv) Sajan Vasudeo Patil as his only heirs according to the law by which he was governed as per Mutation Entry No. 713 dated 2.7.2008.
- A.5. The said Smt. Somubai Kalu Kadu and Jamnabai Dunda Patil executed a registered relinquishment deed dated 25.6.2008. Consequently, their names were deleted from revenue record vide Mutation Entry No. 727 dated 25.9.2008.
- A.6. By the Power of Attorney dated 19.1.2010, registered in the office of Sub-Registrar, Ulhasnagar – III at Serial No. 354 of 2010, Nirmala Vasudeo Patil for self and as Natural Guardian of Sapna Vasudeo Patil, Mamta Vasudeo Patil and Sajan Vasudeo Patil and Tarabai Shankar Joshi [the land-owners] granted certain powers and authorities, including the power of sale to Elcarim Developers and Properties Pvt. Ltd. and its Directors.
- A.7. By the Conveyance Deed dated 18.2.2011, registered in the office of Sub-Registrar, Ulhasnagar – III at Serial No. 864 of 2011 Nirmala Vasudev Patil for herself and her minor children Sapna Vasudev Patil, Mamta Vasudev Patil, Master Sajan Vasudev Patil, Tarabai Shankar Joshi sold transferred and conveyed unto M/s. Elcarim Developers and Properties Pvt. Ltd the said Larger Land.
- A.8. By the Deed of Confirmation dated 2.12.2020, registered in office of Sub-Registrar, Ulhasnagar – III at Serial No. 6595 of 2020, (i) Sapna Vasudeo Patil, (ii) Sajan Vasudeo Patil, (iii) Mamta Vasudeo Patil have confirmed hereinabove recited Deed of Conveyance dated 18.2.2011 executed by their mother for herself and her minor children.
- A.9. By the Agreement for Sale dated 16.12.2020, registered at office of Sub-Registrar, Ulhasnagar – III at Serial No. 7310 of 2020, Elcarim Developers and Properties Pvt. Ltd. agreed with the Developer to sell the Larger Land more particularly described in the FIRST SCHEDULE hereunder written.
- A.10. By the Deed of Conveyance dated 16.12.2020 registered in the office of Sub-Registrar, Ulhasnagar – III at Serial No. 7316 of 2020, Elcarim Developers and Properties Pvt. Ltd. sold the Larger Land to the Developer for the consideration and on the terms and conditions contained therein.
- A.11. Advocate Drupad S Patil has by the Certificate dated 7<sup>th</sup> August 2021 certified the title of the Developer to the Larger Land as clear and marketable. A copy of the Title Certificate dated 7<sup>th</sup> August 2021 issued by their Advocate Drupad S. Patil is hereto annexed as **Annexure 'C'**.

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**NA USE PERMISSION**

- B. By an Order dated 19.10.2010 passed under section 36 of the Maharashtra Land Revenue Code, 1966, Sub-Divisional Officer, Ulhasnagar Division, Ulhasnagar granted permission for change of user of the Larger Land from agricultural use to non-agricultural as per Mutation Entry No. 910 dated 16.12.2010. The Elcarim Developers and Properties Pvt. Ltd. through its Director has paid on 28.2.2019 to the Tehsildar, Ambernath, Residential Conversion and Non-Agricultural Tax of Rs 32,582. A copy of the NA conversion Tax and NA Tax Payment Receipt issued by the office of Tehsildar, Ambernath is hereto annexed as **Annexure ‘D’**

**DP USE, RESERVATIONS AND FSI UTILISATION**

- C. The said Larger Land is affected by two 24 meters wide DP Roads passing from North to South and from East to West on the said Larger Land thereby naturally subdividing it into three Plots – Plot ‘A’, Plot ‘B’ and Plot ‘C’ The sub-divided plots A, B and C admeasures in aggregate 22,887.30 square meters, hereinafter referred to as **‘the Layout Land’**. The Layout Land is more particularly described in the SECOND SCHEDULE hereunder written. The said Layout Land shall always be named as ‘KOHINOOR EDEN’.
- D. The Developer has handed over to KDMC the DP Roads and is entitled to utilize FSI thereof on the sub-divided plot [**DP Road FSI**].
- E. Plot B is affected in the Development Plan of Kalyan Dombivili Municipal Corporation [**KDMC**] by developable Municipal School Reservation of area 2,900.74 square meters out of which the Developer is required to hand-over 2,000 square meters to KDMC and utilize the balance area in the development of the Layout Land [**Accommodation Reservation FSI**]. The Developer will be handing over some constructed area of the Plot B to KDMC.
- F. Plot C has been partly designated by the Developer for Public Housing as required under UDCPR. The Developer will be constructing on the said Plot commercial premises on the ground floor and residential tenements on upper floors and will be utilizing the additional FSI granted in lieu thereof as also other FSI on the Layout Land [**Inclusive Housing FSI**].
- G. The Developer, by the Agreement dated 4.5.2021 registered at the office of Sub-Registrar, Kalyan II at Serial No. 9253 of 2021, has purchased the TDR of 1500 square meters equivalent to 10,636 square meters FSI for utilization on the Larger Land [**TDR FSI**].
- H. The Developer is thus entitled to develop the Larger Land utilizing basic FSI, D.P. Road FSI, TDR FSI, Premium FSI, Accommodation Reservation FSI, Ancillary Area FSI and permissible increases therein. The Developer may acquire adjacent Lands and amalgamate the same with the Layout Land for construction of one or more buildings thereon or utilize its FSI on the Layout Land.
- I. The Developer has entered into a standard agreement with Mr. Vijay Pandey (hereinafter referred to as “the Architect”) registered with the Council of Architects

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and such agreement is as per the agreement prescribed by the Council of Architects.

- J. The Developer has appointed M/S JW Consultant [the RCC Consultant] as RCC Consultant for the preparation of the structural design and drawings of the Buildings and the Developer accept the professional supervision of the Architect and the RCC Consultant till the completion of the buildings.

**SANCTIONED PLANS AND APPROVALS**

- K. The Developer has through their Architect submitted to the Kalyan Dombivli Municipal Corporation, Kalyan [**KDMC**] building and Layout Plans for development of the Larger Land which KDMC has sanctioned on 29<sup>th</sup> July 2021, vide Building Permit No. KDMC/TPD/BP/27 Village / 2021-22/01/219 [the said Building Permission] permitting the Developer to construct built-up area of 99,183.98 square meters as per the Sanctioned Plan which will be subject to revision, amendment and modifications for amalgamation of adjacent lands with the Layout Land and construction of multiple buildings thereon and/or for utilization of FSI thereof on the Layout Land [**Development Potential**]. In pursuance thereof, the Developer proposes to construct –
- i. on Plot A – one residential building on stilt and 7 upper floors;
  - ii. on Plot B –
    - a. residential Buildings Nos 1,2,3,6 on stilts and 23 upper floors,
    - b. residential Building No. 7 on stilt and 15 upper floors,
    - c. Building No. 4 and 5 of ground and 23 upper floors having shops on the ground floor and residential apartments on 23 upper floors;
    - d. Multi-Level Car Park building and Club House;
    - e. School Building for handover to KDMC;
    - f. Recreation Garden.
    - g. Provisions for STP
  - iii. on Plot C –  
building having shops on the ground floor and residential apartments on upper floors. Residential Apartment on 8 upper floors above the shops would be handed over to MAHADA, and the residential apartments on the remaining upper floors will be sold by the Developer hereinafter collectively referred to as ‘**the Whole Project**’ named as KOHINOOR EDEN.

An authenticated copy of the sanctioned Layout Plan is annexed hereto as Annexure ‘E’.

- L. While sanctioning the said Layout concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the Whole Project and the said Building/s 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. A copy of the Building Permission / Commencement Certificate No. KDMC/TPD/BP/27 Village / 2021-22/01/219 dated 29<sup>th</sup> July 2021 is annexed hereto as Annexure ‘F’. The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any which may have been imposed by the KDMC or any

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concerned local authority at the time of sanctioning of the said plans or thereafter and shall before handing over possession of the residential premises to the purchasers, obtain from KDMC or any concerned local authority occupation/completion certificate in respect of the buildings.

- M. The Developer may develop one or more buildings on sub-plots A, B and C of the said Layout in phased manner and in such manner as the Promoter may in its sole discretion deem fit. The Developer will construct the School Building on sub-plot B as indicated on the sanctioned Layout Plan for handing over constructed area to KDMC. The Developer will also construct residential apartment on sub-plot C for handing over to MHADA in compliance with the conditions of the statutory approval under Building Permission. The Developer would be entitled to aggregate any contiguous land parcel with the development of the Larger Land, as provided under the Proviso to Rule 4(4) of the RERA Rules.
- N. The Developer is entitled to amend, modify and/or substitute the proposed future and further development of the Larger Land / Layout Land (“Proposed Future and Further Development of the Larger Land”), in full or in part, as may be permissible or required by the applicable law from time to time.
- O. AND WHEREAS Kalyan Dombivli Municipal Corporation has approved and sanctioned the revised building plans and granted revised building permission in accordance with UDCPR vide its letter bearing outward no. KDMC/TPD/BP/27 Village/2021-22/01/338 Dated 20/12/2022 permitting the Developer to construct built-up area of 100274.27 square meters as per the Sanctioned Plan which will be subject to revision, amendment and modifications for amalgamation of adjacent lands with the Layout Land and construction of multiple buildings thereon and/or for utilization of FSI thereof on the Layout Land [**Development Potential**]. In pursuance thereof, the Developer proposes to construct –
- 1. on Plot A – one residential building on stilt and 7 upper floors;
  - 2. on Plot B –
    - a. residential Buildings Nos 1 & 2 on stilts and 1 to 23 upper floors,
    - b. residential Buildings Nos 3 on stilts and 4 to 22 upper floors  
(1 to 3 & 23 upper floors would be handed over to MAHADA)
    - c. Building No. 4 and 5 of ground and 23 upper floors having shops on the ground floor and residential apartments on 23 upper floors;
    - d. residential Buildings Nos 6 on stilts and 2 to 22 upper floors  
(1 & 23 upper floors would be handed over to MAHADA)
    - e. residential Building No. 7 on stilt and 15 upper floors,
    - f. Multi-Level Car Park building and Club House;
    - g. School Building for handover to KDMC;
    - h. Recreation Garden.
    - i. Provisions for STP
  - 3. on Plot C –  
building having shops on the ground floor

**PROJECT AND REGISTRATION**

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- P. In this Phase of the development, the Developer intends to construct Building No. <<Wing>> on Plot B [the said buildings] of the Layout Land [the Project Land] as shown in hash on the plan thereof annexed and marked as Annexure ‘E’ hereto. The construction of said Building shall be the Project named as <<Phase>> and is hereinafter referred as ‘the Project’. The Developer shall construct other buildings on the Layout Land in the phased manner according to its convenience.
- Q. The Developer has registered the Project with the Real Estate Regulatory Authority (Authority), under the provisions of the Real Estate (Regulation and Development) Act, 2016 (RERA) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (RERA Rules). A copy of the Certificate of Registration bearing No. <<RERA No>> dated <<RERA Dated>> (hereinafter referred to as the RERA Certificate) issued by the Authority for the Project is annexed and marked as Annexure ‘G’ hereto.
- R. The Developer has given to the Purchaser, prior to the date hereof, inspection of all the aforesaid documents of title, copy of Sanctioned Layout Plan, copy of the Building Permission, Building Plans, designs and specifications, Floor Plans, RERA Certificate and the Title Certificate dated 7<sup>th</sup> August 2021 issued by their Advocate Drupad S. Patil and such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as “the MOFA”) and the RERA Act and the rules made there under.
- S. Prior to the execution hereof the Purchaser/s has/have visited the project site and has satisfied its state and conditions thereof and based on their satisfaction and acceptability of the title of the Developer as recited hereinabove the Purchaser/s has/ have applied to the Developer for allotment of a Flat No. <<Unit>> on <<th in Floor>> floor in Building No. <<Wing>> (“the said Flat”) being constructed on the Project Land named as KOHINOOR EDEN more particularly described in the THIRD SCHEDULE hereunder written.
- T. The said Flat admeasuring <<Carpet Area (in Sq. Mts.)>> Sq. Mtrs. (RERA carpet area) along with the exclusive use and occupation of Balcony/utility/Terrace admeasuring <<Balcony/ utility / terrace (in sq mt)>> Sq. Mt. is more particularly described in THIRD SCHEDULE hereunder written and shown delineated on the Typical Floor Plan thereof hereto annexed as Annexure ‘H’. The said Flat shall be provided with the amenities and internal works specified in the Annexure ‘I’. It is expressly made clear that the Developer has not and will not be providing Loft anywhere in the said Flat. For the purposes of this Agreement “Carpet Area” means the net usable floor area of a Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Purchaser/s or verandah area and exclusive balcony area appurtenant to the said Flat for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the Flat.
- U. The Developer has agreed to sell and the Purchaser has agreed to acquire the said Flat for **Rs. <<Agreement Value in Rs./->> (<<Agreement Value in words>>)**. Prior to the execution of these presents, the Purchaser/s has/have paid to

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the Developer a token sum **Rs. <<Token Received in Rs/->> (<<token Received in word>>)**, which would be adjusted against the Consideration of the said Flat agreed to be sold by the Developer to the Purchaser/s (the payment and receipt whereof the Developer hereby admits and acknowledges).

- V. Under Section 4 of the MOFA and Section 13 of the RERA the Developers are required to execute a Written Agreement for sale of the said Flat to the Purchaser/s being in fact these presents and also to register the said Agreement under the Registration Act, 1908.

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

**1. SCOPE AND OPERATION OF THE RECITALS:**

The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and shall not govern the interpretation of the clauses hereof.

**2. DEFINITIONS:**

In this Agreement, unless the context otherwise requires (i) capitalized terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following expressions shall have the following meanings assigned to them herein below:

- 2.1. ‘RERA Carpet Area’ shall have the meaning ascribed to it in Section 2(k) of the RERA Act.
- 2.2. ‘Common Areas’ shall mean and include amenities and facilities more particularly set out in **Annexure “I”** hereunder written;
- 2.3. ‘External Development Works’ shall mean and include the works more particularly set out in **Annexure “I”** hereunder written;
- 2.4. ‘Interest’ shall have the meaning ascribed to it in the RERA read with the RERA Rules (Presently, the same is the State Bank of India highest Marginal Cost of Lending Rate plus two percent; however, in case the State Bank of India Marginal Cost of Lending Rate is not in use it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public).
- 2.5. ‘Internal Development Works’ shall mean and include the works more particularly set out in **Annexure “I”** hereunder written;
- 2.6. ‘Internal Fittings’ shall mean and include internal fittings and fixtures and amenities in the said Flat that shall be provided by the Developer are listed in the Annexure I.
- 2.7. ‘Occupation/Completion Certificate’ shall mean Certificate issued by the Kalyan – Dombivli Municipal Corporation under the Maharashtra Regional Town Planning Act, 1966;
- 2.8. ‘Possession Date’ shall mean the date stipulated in this Agreement.

**3. PURCHASE OF THE FLAT & SALE PRICE:**

- 3.1. The Purchaser/s hereby agree(s) to purchase and acquire from the Developer and the Developer hereby agree(s) to sell to the Purchaser/s the said Flat of

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the carpet area <<**Carpet Area (in Sq. Mts.)>> Sq. Mtrs.** as per RERA more particularly described in the THIRD SCHEDULE hereunder written and shown on the Typical Floor Plan thereof annexed hereto and marked as Annexure ‘H’ at and for Sale **Rs. <<Agreement Value in Rs./->> (<<Agreement Value in words>>)**. The said flat is sold on the carpet area of the flat exclusive of balcony/Utility/pocket terrace/fire space/utility.

- 3.2. As incidental to the beneficial use of the said Flat, the Developer has permitted the Purchaser/s the exclusive use and occupation of balcony/ utility/pocket terrace space admeasuring <<**Balcony/ utility / terrace (in sq mt)>> Sq. Mt.** attached to the said Flat (“Balcony/utility/Pocket Terrace Area”) delineated on the Typical Floor Plan thereof annexed hereto as Annexure ‘H’; The said Flat, Balcony/Utility/Pocket Terrace are more particularly described in the THIRD SCHEDULE hereunder written and are collectively referred to as ‘**the said Premises**’.
- 3.3. The Purchaser/s hereby agree(s) to pay to the Promoter the balance amount of the Sale Price in the manner and payment instalments more particularly stated in the FOURTH Schedule hereunder written. The Purchaser/s shall pay the balance sale price to the Developer only in their designated Bank Account mentioned in the FOURTH SCHEDULE hereunder written. 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.
- 3.4. Any indirect tax, which includes Service Tax, Swatch Bharat Cess, Goods and Services Tax (“GST”) or, cess, levies (by whatever name called) applicable or levied with retrospective effect, now or in future (hereinafter collectively referred to as “All Taxes”) in respect of these presents and/or the said Premises and/or on the consideration payable hereunder, shall be borne and paid by the Purchaser/s only. The Purchaser/s agree/s and declare/s that the Purchaser/s shall not claim any further Input Tax Credit for payment of GST. The Purchaser/s hereby agrees to indemnify and keep indemnified the Developer from and against All Taxes (defined hereinabove).
- 3.5. The Purchaser/s is/are solely responsible for deduction, remittance and providing appropriate credit to the Developer, of the applicable TDS (Tax Deducted at Source), if any, on the Total Consideration. The Purchaser/s hereby agrees to indemnify and keep indemnified the Developer against all claims, costs, charges and expenses that may be made against or occasioned to or suffered by the Developer for non-deduction and/or non-remittance of the applicable TDS (if any), by the Purchaser/s in respect of this presents and/or the Sale Consideration.
- 3.6. The Sale Consideration is escalation-free, save and except escalations/increases due to increase on account of increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Developer undertakes and agrees that while raising a demand on the Purchaser/s for increase in cost, or levies imposed by the competent authorities etc., the Developer shall enclose the said notification /order /rule /regulation /demand, published /issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.
- 3.7. The Purchaser/s acknowledge/s that the calculation of RERA carpet area in

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respect of the said Flat may undergo minor variation at the time of completion of construction of the said Flat. The Developer agrees that the variation in the RERA carpet area while handing over the said Flat to the Purchaser/s shall not be more than +/- 3% (three percent) of the carpet area of the said Flat agreed to be constructed under this Agreement. The Purchaser/s hereby agree/s that any such change/revision in the RERA carpet area of the said Flat up to +/- 3% (three percent) is acceptable and binding upon him/her/it/them and they shall not object to such variation at any time.

- 3.8. The Developer shall confirm the final RERA carpet area in respect of the said Flat after the construction of the building is complete and the Occupation/completion Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the RERA carpet area, subject to a variation cap of 3% (three percent). The sale Consideration, payable by the Purchaser on account of RERA carpet area calculation, shall be recalculated upon confirmation by the Developer. If there is any reduction in the RERA carpet area within the defined limit then the Developer shall refund the excess money paid by Purchaser/s within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the RERA carpet area the Developer shall demand additional amount towards the sale consideration from the Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed under this clause. The Developer shall execute in favor of the Purchaser/s any such appropriate agreement to record the aforesaid increase/decrease in the RERA carpet area of the said Flat. All stamp duty and the registration charges whereof shall be borne and paid by the Developer/s.
- 3.9. The sale consideration to be paid by the Purchaser/s is inclusive of the proportionate price of the Common Areas appurtenant to the said Flat. The percentage of the undivided interest of the Purchaser/s in the Common Areas limited or otherwise pertaining to the said Flat shall be in proportion of the area of the said Flat agreed to be sold hereunder to the total area of the said Land/the Buildings.
- 3.10. The Purchaser/s authorizes the Developer to adjust/appropriate all payments made by him/her/it/them under any head(s) of dues against lawful outstanding, if any, in his/her/its/their name as the Developer may in its sole discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Developer to adjust his/her/its/their payments in any manner. Time for payments to be made by the Purchaser/s to the Developer and to take possession on receipt of the Notice in that regard shall be the essence of the contract. If the Purchaser fails to take possession of the said Premises within 1 month from the Receipt of Possession Notice then the Purchaser/s shall be liable to pay to the Developer a sum of Rs 10,000/- every month until the Purchaser/s take possession of the said Premises. Further, the Purchaser/s agrees to pay to the Developer, Interest (as defined in Clause 2.4 hereinabove), on all the delayed payment of Installments payable as per the Payment Plan and/or all other amounts which become due and payable by the Purchaser/s to the Developer under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Developer.
- 3.11. The Developer shall construct the said Buildings in accordance with the

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- plans, designs and specifications as referred hereinabove, and as approved by the concerned authority and as may be modified from time to time;
- 3.12. The Purchaser/s shall be entitled to use the Common Areas, External Development Works and the Internal Development Works provided by the Developer together with other purchasers of flats in the Residential Building in which the said Flat is provided, but Purchaser/s shall not be entitled to claim any right therein.
- 3.13. Subject to clause 7 hereof the Developer shall abide by the time schedule for completing and handing over the said Premises to the Purchaser/s after receiving the Occupation/Completion Certificate in respect thereof and the Common Areas, Internal Development Works and External Development Works. The Purchaser/s shall make timely payments of all installments of the Total Consideration and other dues payable by him/her/it/them.
- 3.14. The Purchaser/s shall be entitled to the said Premises only upon the Purchaser/s making full payment of all the amounts due and payable by the Purchaser/s to the Developer. The Purchaser/s shall have no claim to the remaining portion of the said Land or constructions thereon.

**4. PARKING SPACE FOR CARS & TWO WHEELERS:**

- 4.1. The Sale Price is only in respect of the said Premises. The Developer intends to construct Parking Spaces on the Layout Land, in accordance with the sanctioned plan or modified sanctioned Plan, in the last phase of development of the Layout Land. However, the developer shall not provide mechanical / stack for 2 wheeler parking. The parking space/s if allotted shall be for the Purchaser/s only and is not transferrable to any other person.
- 4.2. The Purchaser/s shall use the parking space/s if allotted only for purpose of parking vehicle and shall not park his/her/their vehicles at any other location on the Layout Land.
- 4.3. The Parking Space, when allotted by the Developer, shall be subject to the following terms and conditions:
- 4.3.1 The rules governing the use of allotted parking space shall be framed in concurrence with the Developer and administered by the society. The car parking number shall be identified and intimated to the Purchaser/s at the time of handing over of possession of the said Premises.
- 4.3.2 Un-allotted Parking Spaces, if any, shall continue to remain the property of the Developer and shall remain in possession of the Developer. As such even after issuance of occupation/Completion certificate and conveyance, the un-allotted parking spaces shall remain in exclusive possession of the Developer. Neither the Society nor any other flat/unit purchaser shall raise any objection in respect of un-allotted parking. The Developer alone shall have exclusive right to allot the parking. It shall be upon the Developer’ discretion to allot/use these un-allotted spaces and till such time these un-allotted spaces shall continue to remain with the Developer.
- 4.3.3 All parking are dependent, 2-wheeler is tandem and 4-wheeler is stack.

**5 FSI OF THE BUILDINGS AND THE DEVELOPER’S ENTITLEMENTS IN RESPECT THEREOF:**

- 5.1 In this agreement, the word ‘Floor Space Index’ (F.S.I.) or Floor Area Ratio (F.A.R) shall have the same meaning as understood by the KDMC under its

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relevant building regulations or byelaws. The Developer shall be entitled to amalgamate any adjacent land to the Layout Land and the FSI thereof shall be deemed to be included in the development potential for exploitation by the Developer.

- 5.2
- The Developer hereby declares that the Developer shall be entitled to utilize the unutilized portion of the presently approved Total FSI and the TDR on any portion of the said land.
- 5.3
- The Purchaser/s hereby gives his/her/its/their irrevocable consent and/or No Objection to the Developer to make additions, alterations, raise floors or put additional structure as may be permitted by the KDMC/Local Authority and other competent authorities, without affecting the rights of the Purchaser/s to the said Premises. It is agreed that the Developer shall be entitled, without affecting the rights of the Purchaser/s to the said Premises, to revise the construction plans of the Buildings and to utilize the FSI (present or future) and the Adjacent Land Road TDR, as the Developer may desire and the Purchaser/s hereby irrevocably consents to the right of the Developer to revise and modify the construction plans of the Buildings from time to time till the date of receipt of the Occupation Certificate.
- 5.4
- The Developer shall have a right to make additions, alterations, raise floors or put additional structure as may be permitted by the KDMC/ Local Authority and other competent authorities. Such additions, alterations, structures and floors will be the sole property of the Developer who will be entitled to dispose-off the same in any way they choose and the Purchaser/s hereby expressly consent/s to the same.
- 5.5
- The Purchaser/s hereby agrees, accepts and confirms and acknowledge the intention of the Developer to develop the lands adjacent along with the Layout Land (including by utilization of the full development potential) in the manner more particularly detailed hereinabove and Purchaser/s has agreed to purchase the said Premises based on the unfettered and vested rights of the Developer in this regard.
- 5.6
- The Developer shall be entitled to use the present unutilized and/or additional built up area F.S.I., T.D.R. or F.S.I. obtained in any form/by any means including F.S.I. against handover of amenity space and R. P. road/ D. P. road, internal road etc. on the said Land/said Plot/Buildings as and when the same is permitted either by way of construction of Buildings or adding floor/s or extension of the said Buildings which are presently permitted. The Purchaser/s has/have hereby given his/her/its/their irrevocable consent and the Developer shall be entitled to revise the layout/building plans, get them sanctioned from the competent authority construct the additional buildings/floors/units permitted by the competent authority and to allot/sell them to intending persons. Notwithstanding anything contained in this Agreement to the contrary the Developer shall be entitled to utilize any balance and/or additional FSI and/or TDR or F.S.I. obtained in any form as stated elsewhere in this agreement on any open space/areas and/or on terraces above the building/s either prior to or after completion of building/s and even after handover of the said Buildings to the Society.

**6.0 PROCEDURE OF HANDING OVER POSSESSION OF THE SAID PREMISES:**

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- 6.1 Developer shall hand over possession of unit to the Purchaser on or before <<**Possession Date**>> [ the Possession Date]. The Purchaser/s shall take possession of the said Premises within 15 (fifteen) days (hereinafter referred to as “the Possession Notice Period”) of the Developer giving written notice (hereinafter referred to as “the Possession Notice”) to the Purchaser/s intimating that the said Premises is ready for use and occupation and that the Occupation//Completion Certificate has been received for the Buildings.
- 6.2 Provided, without obtaining consent of Purchaser/s, Developer shall be entitled to have further grace period of one year for handing over of possession. It shall be deemed that the Purchaser has given unequivocal consent for said grace period under this Agreement. The Developer shall not be under any responsibility to provide explanation for delay during the said grace period.
- 6.3 Provided further, subject to Clause 7 below, if possession is delayed beyond said grace period, then, the Developer shall intimate the same to the Purchaser through email. The Purchaser shall have period of 7 days to respond to the said email. If Purchaser fails to raise any objection for the said delay, within period of 7 days from receipt of email, then, it shall be presumed that the Purchaser has consented for extension of date of possession and has waived the right to claim remedies available under provisions of RERA Act, 2016.

**7.0 POSSESSION OF SAID FLAT AND FORCE MAJURE EVENTS:**

- 7.1 The Developer shall give possession of the said Flat to the Purchaser/s on or before Possession Date in accordance with procedure mentioned in Clause 6 hereinabove.
- 7.2 If the Developer fails or neglects to give possession of the said Premises to the Purchaser/s in terms of this Agreement or any further or other dates as agreed to by the Parties herein in writing, on account of reasons not beyond its control and of its agents by the aforesaid date.
- (i) And if the Purchaser/s does/do not intend to withdraw the allotment of the said Premises as agreed herein, then the Developer shall be liable to pay to the Purchaser/s, simple interest as specified in the RERA Rules on all the amounts paid by the Purchaser/s for every month of delay, till the date of handing over of the possession of the said Premises to the Purchaser/s.
- (ii) And if the Purchaser/s intend/s to withdraw the allotment of the said Premises as agreed herein, then the Developer shall be liable to refund on demand to the Purchaser/s the amount already received by the Developer in respect of the said Premises with interest at the rate as specified in the RERA Rules, from the date the Developer has received the aforesaid amount of the Total Consideration till the date the aforesaid amount along with interest thereon is repaid. However, Purchaser shall not be entitled to claim refund of Stamp Duty, Registration Charges, GST, Service Tax etc, from the Developer. Upon cancellation of Agreement, the Purchaser may claim refund of stamp duty and registration charges from the Government and for the same the Developer shall issue its NOC. However, under no circumstances, the Developer shall be liable to pay amounts of said charges/taxes to the Purchaser.

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- (iii) The Purchaser/s hereby acknowledges and agrees that he shall choose either of the aforesaid remedies mentioned in Clause 7.2(i) and Clause 7.2(ii) and not both.
- 7.3 Provided that the Developer shall be entitled to reasonable extension of time, beyond grace period, for giving delivery of the said Flat on the aforesaid date, if the completion of the Buildings in which the said Premises is to be situated is delayed on account of:-
- (i) All force majeure events stipulated in the Act including but not limited to war, civil commotion, pandemic, lockdown or act of God; or
  - (ii) any notice, order, rules, notification of the Government and/or other public or competent authority; or
  - (iii) Any stay order/injunction order or direction issued by any Court of Law, Tribunal, competent authority KDMC, statutory authority, high power committee;
  - (iv) Time consumed in obtaining clearance from the Ministry of Environment & Forest and Climate Change.
  - (v) Any other circumstances that may be deemed reasonable by the Authority.
- 7.4 It is an express condition of this Agreement that if the Purchaser/s commit/s default in payment of any of the said amounts in accordance with the Payment Plan, the Developer shall not be liable or responsible for delay in completion the Buildings and/or in handing over possession of the said Flat or Premises to the Purchaser/s on the date specified herein.

**8.0 DELAY IN PAYMENTS BY THE PURCHASER/S AND CONSEQUENCES THEREOF:**

- 8.1 On the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Developer under this Agreement (including his/her/its/their proportionate share of taxes levied by the concerned local authority and other outgoings) and on the Purchaser/s committing breach of any of the terms and conditions herein contained, without prejudice to the right of the Developer to charge Interest as mentioned in Clause 3.10, the Developer shall be entitled at their own option to terminate this Agreement and forfeit 10% of sale consideration. Provided always that the power of termination hereinbefore contained shall not be exercised by the Developer unless and until the Developer has given to the Purchaser/s 15 (fifteen) days prior notice in writing of its 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 this Agreement and the Purchaser/s has/have failed and/or defaulted in remedying such breach or breaches to the satisfaction of the Developer within the aforesaid 15 (fifteen) days after having received such notice.
- 8.2 Provided further that upon termination of this Agreement as aforesaid, and within 30 (thirty) days therefrom, the Developer shall refund to the Purchaser/s the installments of the Total Consideration of the said Flat which may till then have been paid by the Purchaser/s to the Developer and after deducting the expenses, charges, outstanding, interest, etc. from the instalments paid. However, the Developer shall not be liable to pay to the Purchaser/s any interest on the amount so refunded and upon termination of this Agreement and refund of aforesaid amount by the Developer after deducting therefrom expenses, charges, outstanding interest, etc. that may

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have been incurred by the Developer in respect of this transaction, the Developer shall be at liberty to dispose of and sell the said Premises to such person and at such price as the Developer may in its absolute discretion think fit. The Developer shall not be liable to refund to the Purchaser/s any amounts paid in respect of and pursuant to this Agreement to any statutory authority whosoever on behalf of the Purchaser/s.

**9.0 STRUCTURAL DEFECTS AND DEFECT LIABILITY:**

- 9.1 If within 5 (five) years from the date of the receipt of the Occupation//Completion Certificate in respect of the said Flat or the issuance of the Possession Notice, whichever is earlier, the Purchaser/s brings to the notice of the Developer any defect in the said Flat or the Buildings in which the said Flat is situated or the material used therein, such defects shall be rectified by the Developer at its own cost and in case it is not possible to rectify such defects then the Purchaser/s shall be entitled to receive from the Developer a reasonable compensation for such defect or change. The word defect hereinabove stated shall mean only the structural defects caused on account of workmanship, quality or provision of service and shall not mean defects caused by normal wear and tear, negligent use of the said Flat, abnormal fluctuations in the temperatures, abnormal heavy rains or acts of God etc. In the event of there being any external leakages or external defects to the Buildings being detected within the above-mentioned period of 5 (five) years, the same shall be rectified by the Developer. However, any internal repairs inside the said Flat shall be carried out by the Purchaser/s at his/her/its/their own costs.
- 9.2 It is clarified that the liability of the Developer under Clause 9.1 shall not extend to:
- (i) any such defects if the same have been caused by reason of the default and/or negligence of the Purchaser/s and/or any other purchasers in the Buildings (including the family members, servants, occupants, licensees of such Purchasers) i.e., against the guidelines, precautions, warranties, warnings on the products, provided by the Developer/Utility Providers for the said Buildings.
  - (ii) defects caused by normal wear and tear, abnormal fluctuations in the temperatures, abnormal heavy rains, vagaries of nature; negligent use of the said Flat or the Internal Fittings provided therein. Defects in Internal Fittings are not included therein and are subject to individual warranties provided by the manufacturers of such Internal Fittings in this regard.

**10.0 PAYMENTS BY THE PURCHASER/S TOWARDS OUTGOINGS:**

- 10.1 The Purchaser/s shall, within 7 (seven) days from the date of receipt of demand from the Developer in accordance with the terms of this Agreement, pay to the Developer such sum or sums of amount or amounts, as mentioned hereunder in Clause 10.2, being his/her/its/their proportionate share of deposits to be permanently retained with different authorities and/or with the Developer and also amounts towards outgoings and expenses necessary and incidental to the management and proper maintenance of the said Land and/or the said Buildings including the recreational facilities including but not limited to:

I. CHARGES/TAXES/CESS:

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- (i) Municipal Cess/charges/taxes,
- (ii) Water charges/taxes,
- (iii) Electricity charges.

II. DEPOSITS:

- (i) Water meter deposit,
- (ii) Electric meter deposit,
- (iii) Gas Connection deposit,
- (iv) Any other deposit.

III. EXPENSES/OUTGOINGS:

- (i) One year’s outgoings in advance (specified hereinafter),
- (ii) Advance towards Municipal taxes, as determined by the Developer,
- (iii) Expenses relating to management and maintenance of Corporate Body/Society to be paid in advance as determined by the Developer.
- (iv) Maintenance charges in respect of allotted Car Parks in MLCP Building payable by the Allottees and their transferees along with the outgoings of the said Flat.

IV. ANY OTHER:

- (i) Legal Charges Rs. 10,000 (Rupees Ten Thousand Only/-)
- (ii) Cheque bounce charges Rs. 1,200 / cheque.
- (iii) Any other dues as herein otherwise contained as may be applicable also payable at the time of delivery/possession of the said Premises.

10.2 The Purchaser/s shall on or before delivery of possession of the said Premises also pay to the Developer the following amounts (along with applicable **GST** as applicable):

I	Rs 260/	Share money application/entrance fee of the Society.
II	Rs.55000/-	Infrastructure Cost
III		Maintenance and other charges (hereinafter referred to as “the said Maintenance Deposit”) from the date of Occupation / Completion Certificate, 1. <b>For 1 BHK Flats -</b> a. Rs 32,400/- for 24 months (Rs 1,350/month) for maintenance of the Building in which the said Flat is situated; b. Rs 39,000/- for 60 months (Rs 650/month) for maintenance of Infrastructure on the Layout Land; and 2. <b>For 2 BHK Flats –</b> a. Rs 40,800/- 24 months (Rs 1,700/month) for maintenance of the Building in which the said Flat is situated; and b. Rs 51,000/- for 60 months (Rs 850/month) for maintenance of Infrastructure on the Layout Land; and 3. <b>For Parking –</b> Rs 18,000/- for 60 months (Rs 300/month/car park) for maintenance of MLCP;

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The amounts so paid by the Purchaser/s to the Developer shall not carry any interest and the Developer shall be entitled to utilize the same for the aforesaid purposes and the balance, if any, shall be handed over to the Society as and when the same is formed.

- 10.3 The Purchaser/s shall be liable to pay from the date of delivery of possession of the said Premises (which date means the date of expiry of the Possession Notice Period specified in Clause 6 hereinabove irrespective of whether the Purchaser/s has/have taken possession of the said Premises or not for any reason whatsoever), the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Flat) of “Outgoings” in respect of the said Land and the Buildings inclusive of but not limited to 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 said Land and the Buildings. Until the Buildings is transferred to Society, the Purchaser/s shall pay to the Developer such proportionate share of outgoings as may be determined by the Developer. The Purchaser/s further agree/s that till the Purchaser/s’ share is so determined the Purchaser/s shall pay to the Developer such provisional monthly contributions as may be determined by the Developer towards the said outgoings. The Maintenance Deposit so paid by the Purchaser/s to the Developer shall not carry any interest and remain with the Developer until handover of the Buildings in favour of the said Society as aforesaid. Subject to the provisions of RERA, on the said Buildings being handed over to the said Society, the balance of the Maintenance Deposit, if any, shall be paid by the Developer to the Society. Unless the Purchaser/s has/have deposited/paid to the Developer the said Maintenance Deposit, towards the aforesaid outgoings, the Developer shall not be bound to hand over the possession of the said Premises to the Purchaser/s. It is clearly understood that the said Maintenance Deposit does not include the dues for the electricity bills for the said Premises. The Purchaser/s shall be liable to pay electricity charges of individual meters separately. It is understood that the Developer shall themselves look after the maintenance of the Project Land named as KOHINOOR EDEN and the Buildings from the date of completion of the Buildings till the handing over of the Buildings to the Society subject to timely payment of maintenance /Outgoings as provided herein and apply the said Maintenance Deposit towards expenses on this account. If it is found by the Developer that the said Maintenance Deposit are not adequate to meet the outgoings, the Developer shall have the right to demand the payment of additional deposit from the Purchaser/s, and the Purchaser/s hereby agree/s to meet such requisition without protest within 7 (seven) days thereof. The Developer shall during such period from the expiry of the Possession Notice Period be entitled to charge the Purchaser/s along with the purchasers of other premises, management fees as determined by the Developer over and above the entire outgoings which may otherwise become payable by the Purchaser/s to the Developer; provided however that the liability of the Purchaser/s to pay the management fees mentioned hereinabove shall cease on the date of the vesting of the said Land and the Buildings in possession and management

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and control of the Society.

- 10.4 The Developer shall maintain a separate account in respect of the sums received by the Developer from the Purchaser/s as advance or deposit on account of share capital, outgoings etc.

**11.0 PAYMENT OF ADDITIONAL AMOUNTS BY THE PURCHASER/S:**

- 11.1 The Purchaser/s shall further within 7(seven) days prior to the delivery of possession of the said Premises deposit such amounts as may be determined by the Developer as security for due observance and performance of all his/her/its/their obligations provided in the preceding Clauses. The Purchaser/s shall not be entitled to question either the quantum of such amounts nor claim any interest thereon or the appropriation of the same for the purposes for which they have been paid and/or deposited by the Purchaser/s.
- 11.2 The Purchaser/s hereby further agree/s and undertake/s to pay to the Developer on demand and/or within 7(seven) days of receipt of the said Possession Notice, such additional amount or amounts as may be determined and/or demanded by the Developer in respect of any additional facility and/or amenities, if any, as may be provided by the Developer in addition to such Amenities as provided under this Agreement.
- 11.3 The Developer shall always have right to levy and collect amounts towards taxes, betterment charges, cess and other levies to be charged and collected from the Purchaser/s as per prevailing laws, rules, regulations, notifications, bye-laws etc. till the handing over of the Buildings in favour of the Society.
- 11.4 The Developer, after deducting from the various amounts paid by the Purchaser/s to the Developer as deposits (other than deposits to be retained permanently and towards expenses due in respect of the said Premises as aforesaid) and the costs, charges, and expenses referred to hereinafter in the proportion decided by the Developer, shall transfer the balance, if any, to the Society. The accounts, in this behalf shall be rendered by the Developer to the Society, if demanded by the Society, and not to the Purchaser/s in his/her/its/their own capacity.
- 11.5 If any amounts due and payable by the Purchaser/s remains unpaid then the Developer at its discretion and without prejudice to its other rights shall be entitled to adjust and satisfy such dues from any other amount paid by the Purchaser/s or from any amount payable to the Purchaser/s and adjust the account accordingly and in case still there are dues from Purchaser/s make demand accordingly.
- 11.6 So long as each purchaser of the flats in the Buildings shall not be separately assessed, the Purchaser/s shall pay such proportionate part of the assessment in respect of the Buildings as may be provisionally determined by the Developer, whose decision shall be final and binding upon the Purchaser/s.
- 11.7 The Purchaser/s undertake/s to pay increase in taxes, water charges, insurance and such other levies, if any, which are imposed by the KDMC/ Local Authority and/or Government and/or Public Authority.
- 11.8 In case any deposit or money or any other charges are demanded by any authority for the purpose of giving water, electricity, sewerage, drainage and/or any other security deposit for appropriate connection to the Buildings such deposit or money or any other charges, in addition to and over and above the charges specified in Clause 10.2, the same shall be payable by all the

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purchasers of the flats in proportionate share and the Purchaser/s agree/s to pay within 7 (seven) days of demand to the Developer his/her/its/their share of such deposit or money.

- 11.9 If at any time, any development and/or betterment charges and/or any other levy is demanded or sought to be recovered by the KDMC, Local authority, Government and/or any other public authority in respect of the said Premises and/or the Buildings, the same shall be the liability of the all the purchasers of the flats in the Residential Buildings and the same shall be borne and paid by all the purchasers including the Purchaser/s in proportionate shares.
- 11.10 Method of Calculation of Proportionate Share: Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the RERA carpet area of the said Premises to the total RERA carpet area of all the other premises/units/areas/spaces in the Residential Buildings.

**12.0 RIGHTS OF THE DEVELOPER:**

- 12.1 The Developer shall be entitled to put hoarding/boards of their brand name in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Land and/or the Buildings and on the façade, terrace, compound wall or other part of the Buildings. The Developer shall also be entitled to place, select, decide hoarding/board sites.
- 12.2 The Developer is entitled to aggregate any adjacent / contiguous land parcel with the development of the Layout Land, as provided under the proviso to Rule 4(4) of the RERA Rules; The Developer shall be entitled to amalgamate the said Land or any part thereof with any other property or vice versa and upon such amalgamation, the Developer shall be entitled to alter the layout as it may deem fit. The Purchaser/s hereby grants his/her/its/their irrevocable consent for such change/modification/alteration of layout.
- 12.3 The Developer shall be entitled to and shall be at liberty to make changes, modifications or alterations in the layout and building plans, so also the user of the Flat/s in the said building, locations of the said project amenities, other buildings out of the said project and that of utilities et cetera, as well as to increase or decrease the total number of Flats in the said building. The Purchaser/s hereby grants his/her/its/their irrevocable consent for such change/modification/alteration of layout and/or building plans or the use of flats, or the total number of flats at the absolute discretion of the Developer, without adversely affecting design/area of the said flat agreed to be purchased by the Purchaser/s.
- 12.4 The Developer shall have the privilege and right to sell, dispose of such unsold flats to any person/s as per its discretion at any time in future, without any objection of whatsoever nature on the part of the Purchaser/s or the said Society. The flats in respect of which concerned agreements to sell are cancelled or terminated as envisaged under this Agreement, shall also be treated as unsold flats for the purpose of this clause. Such new purchaser/s shall be given membership of the said Society and the same shall be given by accepting only Membership Fee without asking for any other consideration/fee. The Purchaser/s as well as the said Society shall extend all co-operations to the Developer and the new purchaser/s in this regard.
- 12.5 In the event any portion of the Project Land or the Layout Land being required by any utility/service provider for installing any electric sub-

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station/transformer/Building gas bank machinery, plants, buildings, etc., the Developer shall be entitled to transfer such portion to the said utility/service provider or any other body for such purpose on such terms and conditions as the Developer deems fit and/or as per requirement of such utility/service provider or as per applicable law/rules/regulations.

12.6 All the common areas amenities and facilities of the Buildings shall remain under the charge and control of the Developer till the Developer formally hands over the charge and control thereof to the Society.

**13.0 FORMATION OF SOCIETY AND CONVEYANCE TO THE SOCIETY:**

13.1 Upon completion of the project, the Developer shall form one or more Cooperative Housing Society of flat purchasers and the Purchaser/s shall become members of said society. The Purchaser/s shall, from time-to-time sign and execute the application for membership and other papers and documents necessary for becoming a member, including adoption of the bye-laws of the Society and shall duly fill in, sign and return them to the Developer within 7(seven) days of the same being forwarded by the Developer to the Purchaser/s.

13.2 The Developer shall be entitled join as a member of the Society in respect of unsold premises in the Buildings, if any. However, Developer shall not be liable to pay any maintenance to the Society in respect of unsold flats. Furthermore, even after formation of society, the Developer shall be at liberty to sell the then unsold flats, without obtaining prior NOC of Society. Furthermore, the parking spaces allotted by the Developer shall be binding on Society and other members.

13.3 The Developer agrees and undertakes with the Purchaser/s that upon the Purchaser/s paying to the Developer all the amounts due and payable under this Agreement within the time specified and the if Purchaser/s has/have not failed to perform or observe any of the covenants stipulated on his/her/its/their part herein contained, the Developer shall ensure admission of the Purchaser/s as Member/s in the Society / Apartment Association/Company. And the Purchaser/s agree/s and undertake/s to execute all such applications, forms and such other writings and documents as may be necessary under the bye-laws of the Society/ Apartment Association/Company for admission of the Purchaser/s as the member/s of the Society/ Apartment Association/Company.

13.4 The Developer shall not be liable to pay any maintenance or common expenses in respect of any unsold flats in the Residential Buildings. The Developer shall however, bear and pay proportionate assessment/ Municipal tax in respect of the unsold flats in the Residential buildings.

13.5 Commercial property owners to become members of the cooperative society to share in the costs of maintenance etc., of the common services like the STP, DG sets, street lighting etc. as levied by the society.

**14.0 PURCHASER/S COVENANTS:**

14.1 The Purchaser hereby declares that neither the Purchaser himself/herself nor his/her spouse has purchased in his/her name or in the name of his/her minor children any residential unit in the Whole Project.

14.2 The Purchaser/s for himself/herself/itself/themselves with intention to bind all persons into whomsoever hands the said Flat may come, doth/do

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- hereby covenant with the Developer as and thereafter to the Society;
- (i) To maintain at his/her/its/their own cost the said Flat agreed to be purchased by him/her/it/them in the same condition, state and order in which it is delivered to him/her/it/them and to abide by all bye-laws, Rules and Regulations of the Government, the KDMC, Local authority and any other authority and Local Bodies, and to attend to, answer and be responsible for all actions and violations of any of the conditions or Rules or Bye-Laws and shall observe and perform all the terms and conditions contained in this presents.
  - (ii) To maintain the said Flat at Purchaser/s’ own cost in good tenantable repair and condition from the date of possession of the said Flat is taken and shall not do or suffer to be done anything in or to the Residential Buildings, in which the said Flat is situated staircases or any passages which may be against the rules, regulations or bye laws or concerned local or any other authority or change/alter or make addition in or to the Buildings and the said Flat itself or any part thereof.
  - (iii) Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Buildings in which the said Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the Buildings in which the said Flat is situated and in case any damage is caused to the Buildings in which the said Flat is situated or to the said Flat on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.
  - (iv) To maintain the said premises and to carry at his/her/their own cost all internal repairs to the said Flat and maintain the said Flat in the same conditions, state and order in which it was delivered by the Developer to the Purchaser/s and shall not do or suffer to be done anything in or to the Buildings in which the said Flat is situated or the said Flat which may be against the rules and regulations and bye-laws of the concerned local authority. And in the event of the Purchaser/s committing any act in contravention of the above provision the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
  - (v) Not to demolish or cause to be demolished nor erect or cause to be erected nor remove or cause to be removed any works, amenities, Internal Fittings make or cause to be made any addition or alteration of whatever nature in or to the said Flat or any part thereof, nor make any alteration in the elevation and outside color scheme of the Buildings in which the said Flat is situated and shall keep the portion sewers, drains pipes in the said Flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Buildings in which the said Flat is situated and shall not chisel or in any other manner damage columns, beams, walls, slabs or R.C.C., or other structural members in the said Flat without the prior written permission of the Developer and/or the Society and structure engineer.

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- (vi) The Purchaser/s shall not affix any sign boards, name boards or display boards or advertisement nor shall fix any neon lights in or about the said Premises and/or any portion of the Layout Land save and except the place or spot specified by the Developer and/or the Society for affixing merely the name or the sign board of the Purchaser/s which will normally be on the outer door of the said Flat of the Purchaser/s. The sign/name/display board shall be such as has been duly approved by the Developer prior to the placement thereof.
- (vii) The Purchaser/s shall permit the Developer and their agents at all reasonable times to enter into and upon the said Premises or any part thereof to view and examine the state and condition thereof and shall make good, within 1(one) month of the Developer giving a notice, all defects, decays and want of repairs of which notice in writing shall be given by the Developer to the Purchaser/s.
- (viii) The Purchaser/s shall permit the Developer and their agents with or without workmen and others at all reasonable times to enter into and upon the said Flat or any part thereof for the purpose of repairing any part of the Buildings and for the purposes of making, repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires party structure and other conveniences belonging or serving or used for the Buildings and also for the purpose of laying down, maintaining, repairing and testing drainages, gas and water pipes and electric wires and for similar purposes.
- (ix) To use the said Flat for residential purpose and not for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other premises in the Buildings or to the Developer or occupiers of the neighboring properties nor for any illegal or immoral purpose.
- (x) Not to carry out any interior work in respect of the said Flat without any prior written consent of the Developer.
- (xi) Not to amalgamate the said Flat any of the adjoining and/or upper or lower level Flat/s so as to use it as a single residential Unit.
- (xii) The Purchaser/s shall furnish the said Flat at his/her/its/their entire cost and consequences and shall also remove the debris caused by such furnishing immediately if kept collected in the compound or any part of the said Land and if the Purchaser/s fail/s to do so the Developer shall do so and deduct the amount of such cost from the Deposits deposited by the Purchaser/s with the Developer.
- (xiii) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Layout Land or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (xiv) Not to throw dirt, rubbish, rags, or other garbage or permit the same to be thrown from the said premises in the compound or any portion of the Layout Land. That the dry and wet garbage shall be separated and the wet garbage generated in the Buildings shall be treated separately on the same plot by the residents/occupants/Purchaser/s of the Residential Buildings located within the jurisdiction of KDMC.
- (xv) To bear and pay increase in local taxes, water charges, ground rent, 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 said premises by the

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- Purchaser/s viz. user for any purposes other than as stipulated herein;
- (xvi) Not to sub-let, transfer, assign or part with the Purchaser/s' interest or benefit in this Agreement or part with possession of the said Premises until all the dues payable by the Purchaser/s to the Developer under this Agreement are fully paid up and only if the Purchaser/s has/have not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/have given prior intimation in writing to the Developer in that behalf.
  - (xvii) The Purchaser/s shall not change the façade or decorate the exterior of the said Premises or make any alterations in the elevation and outside color scheme of the said premises without the prior written consent of the KDMC and the Developer or the said Association as the case may be.
  - (xviii) The external elevation of the Buildings constructed is a work of, which rights are vested with the Developer. The Purchaser/s shall not alter or modify the external elevation of the Buildings.
  - (xix) 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.
  - (xx) To install air conditioners only at a designated place.
  - (xxi) Not to use elevators provided in the residential buildings for carrying any heavy goods or combustible substances or in any manner which is likely to result in its malfunctioning.
- 14.3 Till the date of receipt of possession of the said premises by the Purchaser/s from the Developer, the Purchaser/s shall not be entitled to sell and/or transfer his/her/its/their right, title, interest and benefits under this Agreement to any third party without obtaining No Objection Certificate from the Developer.

**15.0 GRANT/DEMISE/ASSIGNMENT:**

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the Layout Land and/or the Buildings and/or any part thereof. The Purchaser/s shall have no claim save and except of the said Premises and undivided interest in the common areas and facilities limited or otherwise all open spaces including garden, parking spaces, lobbies, staircases, terraces, recreation spaces etc. until the said Land and the said Buildings is handed over to the Society.

**16.0 BINDING EFFECT:**

Forwarding this Agreement to the Purchaser/s by the Developer does not create a binding obligation on the part of the Developer or the Purchaser/s until, firstly, the Purchaser/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 Purchaser/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer. If the Purchaser/s fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipts by the Developer and/ or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall be entitled to serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by

FOR DEVELOPER	PURCHASER/S

the Purchaser/s, the Developer shall be entitled to treat the application of the Purchaser/s as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever. The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Purchaser/s, in Kalyan. After the Agreement is duly executed by the Purchaser/s and the Developer or simultaneously with the execution of the said Agreement, the same shall be registered at the office of the concerned Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Kalyan.

**17.0    DELAY OR FORBEARANCE NOT A WAIVER:**

Any delay tolerated or indulgence shown by the Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Developer shall not be construed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Developer.

**18.0    NOTICES:**

All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s, either by e-mail or on WhatsApp Mobile Number or Registered SPEED POST or by private Courier at his/her/its/their address mentioned in the description of the parties of this Agreement. All communications shall be sent by the Developer to the Purchaser/s whose name appears first and at the address given by him/her/it/them which shall for all intents and purposes be considered as properly served on all the Purchaser/s.

**19.0    INSURANCE BY THE DEVELOPER:**

The Developer is required under the Act to have the Buildings insured by an insurance company. The Purchaser/s is aware and acknowledges that this being a new requirement, no insurance company has till date introduced a suitable insurance policy which meets with the requirements of the said Act and the rules made thereunder. The Developer shall, in accordance with the Act and the Rules, subscribe to insurance policy/policies or product subject to their availability in the insurance sector. However, the Developer will not be responsible in any manner if suitable insurance product/ policy for the aforementioned is unavailable and/or is available but does not fulfill all the requirements under applicable law.

**20.0    COVENANTS IN RESPECT OF THIS AGREEMENT:**

- 20.1    It is clearly understood and agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the buildings shall equally be applicable to and enforceable against any subsequent Purchaser/Transferee of the said Premises, in case of transfer, as the said obligations go along with the said Premises for all intents and purposes.
- 20.2    This Agreement along with its Schedules and Annexure constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letters, correspondences, arrangements, whether written or oral, if

FOR DEVELOPER	PURCHASER/S

any, between the parties in regards to the said Premises, as the case may be.

20.3 This Agreement may only be amended by written consent of the parties hereto.

20.4 If any provision of this Agreement shall be determined to be void or unenforceable under the RERA 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 RERA 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.

**21.0 STAMP DUTY AND REGISTRATION CHARGES:**

The charges towards stamp duty and registration of this Agreement shall be borne and paid by the Developer.

**22.0 DISPUTE RESOLUTION:**

Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Regulatory Authority at Kalyan as per the provisions of RERA and the rules and regulations made thereunder.

**23.0 JURISDICTION:**

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Kalyan City, and the Courts of Competent Jurisdiction in Kalyan will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

**24.0 GOVERNING LAW:**

This Agreement shall always be subject to the provisions of the MOFA i.e. The Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and RERA i.e., the Real Estate (Regulation and Redevelopment) Act, 2016 and the rules made there under.

FOR DEVELOPER	PURCHASER/S



**THE FIRST SCHEDULE ABOVE REFERRED TO:**

(Description of “the Larger Land”)

ALL THAT PIECE OR PARCEL OF LAND bearing Survey No.36, Hissa No. 23 /3, admeasuring 10200 sq.mtrs and Survey No. 36, Hissa No. 24, admeasuring 19200 Sq. Mtrs. (Hereinafter referred to as “the Plots”) of Village Adivali Dhokli, Taluka Ambernath, District Thane, and within the limits of Municipal Corporation of Kalyan Dombivali in the registration District of Thane, City Kalyan and bounded as follows:

On or towards EAST : Village Road  
On or towards WEST : Village Road  
On or towards SOUTH : Gangaram Bane  
On or towards NORTH : Kailash Sakharam Bane and Shalik Bane

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

(Description of the Layout Land)

ALL THAT piece or parcel Land admeasuring in aggregate 22,887.30 square metres and forming part of the Larger Land more particularly described in the FIRST SCHEDULE herein above written.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

(Description of “the said Premises”)

Flat bearing No. <<Unit>> admeasuring <<Carpet Area (in Sq. Mts.)>> Sq.Mt. (RERA carpet area) on the (<<th in Floor>>) Floor of the Building No. <<Wing>> along with the exclusive use and occupation of Balcony/utility/Terrace admeasuring <<Balcony/ utility / terrace (in sq mt)>> Sq.Mt. being constructed on the Project Land named as <<Phase>> more particularly described in the SECOND Schedule hereinabove written.

FOR DEVELOPER	PURCHASER/S

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**[Schedule of Payment of the Sale Price as payable by the Purchaser/s]**

Sr. No.	Milestone	Percentage	Cumulative Percentage
1	On Booking Token Amount	2%	2%
2	Within 15 days of Booking	8%	10%
3	Within 10 (ten) days of Execution and Registration of Agreement for Sale	10%	20%
4	Excavation	10%	30%
5	On Completion of Plinth	15%	45%
6	3 Slab	8%	53%
7	6 Slab	8%	61%
8	9 Slab	8%	69%
9	12 Slab	8%	77%
10	15 Slab	8%	85%
11	ON COMPLETION of block work	6%	91%
12	ON COMPLETION of external plaster	6%	97%
13	On Completion Certificate	3%	100%

**PARTICULARS OF THE DESIGNATED BANK ACCOUNT:**

A/ C NAME	KGI REALTY PVT LTD KOHINOOR EDEN
ACCOUNT NO.	106605003096
IFSC	ICIC0001066
NAME OF THE BANK	ICICI BANK
BRANCH	ULHASNAGAR
BRANCH ADDRESS	Balani Arcade, Plot No. 680.
TYPE OF ACCOUNT	CURRENT

IN WITNESS WHEREOF the parties hereto have caused this Agreement executed the day and year first hereinabove written.

SIGNED AND DELIVERED BY THE WITHIN NAMED DEVELOPER:	PHOTO	THUMB IMPRESSION AND SIGNATURE
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FOR DEVELOPER	PURCHASER/S

M/S. KGI REALTY PVT. LTD.,by the hand of its Director <b>Mr. SONU ANIL HOTCHANDANI</b>		
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SIGNED AND DELIVERED BY THE WITHIN NAMED PURCHASER/S:	PHOTO	THUMB IMPRESSION AND SIGNATURE
<<1st Applicant>>		

IN PRESENCE OF WITNESS:

1) Mr./ Mrs. \_\_\_\_\_.

Age: - \_\_\_\_ Years

Address: - \_\_\_\_\_.

Aadhar No. \_\_\_\_\_

2) Mr./ Mrs. \_\_\_\_\_.

Age: - \_\_\_\_ Years

Address: - \_\_\_\_\_.

Aadhar No. \_\_\_\_\_

<b>FOR DEVELOPER</b>	<b>PURCHASER/S</b>

**TABLE OF ANNEXURE:**

ANNEXURE	PARTICULARS
A	Plan of the Larger Land
B	7/12 Extracts of the Larger Land
C	Title Certificate
D	NA Conversion Tax and NA Tax Payment Receipt
E	Sanctioned Layout Plan
F	Building Permission / Commencement Certificate
G	RERA Certificate
H	Typical Floor Plan
I	List of Amenities and internal works

Housiey.com

FOR DEVELOPER	PURCHASER/S

**RECEIPT**

RECEIVED by the DEVELOPER from the within-named Purchaser/s, the sum of **Rs. <<Token Received in Rs/->>** via **<<Token Payment type>>** Card No. **<<Token Chq/Utr details>>**, drawn on **<<Token Bank name>>**, Dt. **<<Token Chq/UTR date>>** in respect of the said Premises. This receipt is subject to the realization of cheque.

**Rs. <<Token Received in Rs/->>**

WE SAY RECEIVED,  
M/S. KGI REALTY PVT. LTD.

\_\_\_\_\_  
(FOR DEVELOPER)

Housiey.com

FOR DEVELOPER	PURCHASER/S

List of Amenities and internal works (ANNEXURE I)

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 with Texture
- 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
- Solar water heater in 1 bathroom

Complex Amenities:

- Common Club house
- Grand entrance to Complex
- Jogging track
- Temple
- Swimming Pool
- Jacuzzi
- Gymnasium
- Indoor Games
- Mini Theatre
- Steam and changing rooms
- Barbeque area
- Party Lawn
- Landscape Garden
- Telescope for stars gazing
- Gazebo / Pargolas
- Acupressure pathway
- Multiplay court - Tennis, basketball, cricket
- Music room
- Multipurpose room
- Amphitheatre
- Squash court
- Skating area
- Library
- Sewage Treatment Plant

FOR DEVELOPER	PURCHASER/S