

## **AGREEMENT FOR SALE OF APARTMENT**

**THIS AGREEMENT FOR SALE OF APARTMENT** is made and entered into at Kalyan – Thane, on this ..... day of \_\_\_\_\_, 20 \_\_\_\_ BETWEEN **M/S. SNEH BUILDCON** a registered Partnership Firm, registered under the provisions of Indian Partnership Act, 1932 and having its registered office at 01/B, Parasnath Darshan, Premier Road, Vidhyavihar, Ghatkopar(west). Mumbai-400086 through its partner Mr. \_\_\_\_\_ hereinafter called as the "PROMOTER/DEVELOPER" (which expression shall unless it be repugnant to the context or meaning thereof shall deemed to mean and include the present & future partners of the said Firm or their survivor and heirs, executors, administrators, and assigns of such survivor) OF THE ONE PART

AND

MR/MRS/M/S \_\_\_\_\_  
aged \_\_\_\_\_, PAN \_\_\_\_\_ and MR/MRS/M/S \_\_\_\_\_  
\_\_\_\_\_ aged \_\_\_\_\_, PAN \_\_\_\_\_  
Indian Inhabitant, residing at/having its office at

\_\_\_\_\_, hereinafter for brevity's sake referred to as "THE ALLOTTEE/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 assigns) OF THE OTHER PART.

WHEREAS by and under the Agreement for Sale dated \_\_\_\_\_ read with Deed of Conveyance dated \_\_\_\_\_ made and executed between \_\_\_\_\_ as the Vendors and Shri Rajesh Prabhulal Velani as the Purchaser and registered at the office of Sub-Registrar of Assurances at Kalyan \_\_\_\_\_ under serial No. \_\_\_\_\_ and \_\_\_\_\_ respectively, the said Shri Rajesh Prabhulal Velani acquired all that piece and parcel of land lying, being and situate at village Shivaji Nagar, Taluka Kalyan, bearing Old Survey No. 129 Hissa No. 9, New Survey No. 35 Hissa No. 9 admeasuring 150 sq. metres within the limits of the

Kalyan Dombivali Municipal Corporation and the same stands mutated in the name of Shri Rajesh Prabhulal Velani as evidenced by mutation entry No. \_\_\_\_\_ and further the said Rajesh Prabhulal Velani by and under an agreement granted the development rights in respect of above said property to the Promoter / Developer herein and in pursuance thereof also granted Power of Attorney in favour of the Promoter / Developer and the same is hereinafter called and referred to as the portion No. I;

AND WHEREAS Shri Vijay Babu Mhatre and Others are the owners of all that piece and parcel of land lying, being and situate at village Shivaji Nagar, Taluka Kalyan, bearing Old Survey No.130 Hissa No. 2, New Survey No.36 Hissa No. 2 admeasuring 2780 sq. metres within the limits of the Kalyan Dombivali Municipal Corporation and by and under the Development Agreement dated 14.09.2017 registered at the office of Sub-Registrar of Assurances at Kalyan under serial No 10801 / 2017, the said Vijay Babu Mhatre and others granted the development rights in respect of an area admeasuring 250 sq. meters to the Promoter / Developer herein and in pursuance thereof also granted Power of Attorney in favour of the Promoter / Developer and the same is registered at the office of Sub-Registrar of Assurances at Kalyan under serial No. 10802 / 2017 and the same is hereinafter called and referred to as the portion No. II;

AND WHEREAS Shri Vijay Babu Mhatre is the owner of all that piece and parcel of land lying, being and situate at village Shivaji Nagar, Taluka Kalyan, bearing Old Survey No.129 Hissa No. 10, New Survey No.35 Hissa No. 10 admeasuring 1040 sq. metres within the limits of the Kalyan Dombivali Municipal Corporation and by and under the Development Agreement dated 04.09.2017 registered at the office of Sub-Registrar of Assurances at Kalyan under serial No. 10495 / 2017, the said Vijay Babu Mhatre granted the development rights in respect of an area admeasuring 400 sq. meters to the Promoter / Developer herein and in pursuance thereof also granted Power of Attorney in favour of the Promoter / Developer and the same is registered at the office of Sub-Registrar of Assurances at Kalyan under serial No. 10496 / 2017 and the same is hereinafter called and referred to as the portion No. III;

AND WHEREAS Smt. Shantabai Bhaskar Bhoir and Others are the owners of all that piece and parcel of land lying, being and situate at village Shivaji Nagar, Taluka Kalyan, bearing Old Survey No.130 Hissa No. 1, New Survey No.36 Hissa No. 1 admeasuring 2990 sq. metres within the limits of the Kalyan Dombivali Municipal Corporation and by and under the Development Agreement dated 01.02.2018 registered at the office of Sub-Registrar of Assurances at Kalyan under serial No. 1182 / 2018, the said Shantabai Bhaskar Bhoir and others granted the development rights in respect of an area admeasuring 200 sq. meters to the Promoter / Developer herein and in pursuance thereof also granted Power of Attorney in favour of the Promoter / Developer and the same is registered at the office of Sub-Registrar of Assurances at Kalyan under serial No. 1183 / 2018 and the same is hereinafter called and referred to as the portion No. IV;

AND WHEREAS Shri Meghraj Dunda Tupange is the owner of all that piece and parcel of land lying, being and situate at village Shivaji Nagar, Taluka Kalyan, bearing Old Survey No. 131 Hissa No. 5/2, New Survey No. 49 Hissa No. 5/2(p) admeasuring 1140 sq. metres within the limits of the Kalyan Dombivali Municipal Corporation and by and under the Development Agreement dated 28.12..2018 registered at the office of Sub-Registrar of Assurances at Kalyan under serial No. 15347 / 2018, the said Meghraj Dunda Tupange granted the development rights in respect of above said property to the Promoter / Developer herein and in pursuance thereof also granted Power of Attorney in favour of the Promoter / Developer and the same is registered at the office of Sub-Registrar of Assurances at Kalyan under serial No. 15350 / 2018 and the same is hereinafter called and referred to as the portion No. V;

AND WHEREAS as recited hereinabove the Promoter / Developer is well and sufficiently entitled and / or seized and possessed of the above said five portions of land and the Promoter / Developer have amalgamated the said five portions of land totally admeasuring 2140 sq. metres, hereinafter called and referred to as the " said property " and more particularly described in the Schedule hereunder written and accordingly submitted the building proposal for sanction and approval to the Kalyan Dombivali Municipal Corporation through their Architect M/s. Sthapatya Nirmaan, Dombivli and the Kalyan Dombivali Municipal Corporation have granted its approval and sanction under building commencement certificate bearing VP.No. KDMC/NRV/BP/DV/CC/0067/19

dated 19.09.2019 and further revised under No. KDMC/TPD/BP/DOM/2019-20/0067/329 dated 01.11.2021.

AND WHEREAS the tenure of the land bearing Survey No. 49/5B is converted to non-agricultural use under order bearing No. Mahasul / T-2 / Jaminbab-1 / Rupantar tax / SR 448/18 dated 20.07.2019

AND WHEREAS the tenure of the land bearing Survey No. 35/10, 36/1, 36/2 is converted to non-agricultural use under order bearing No. Mahasul / T-2 / Jaminbab-1 / Rupantar tax / SR 449/18 dated 15.12.2018.

AND WHEREAS the tenure of the land bearing Survey No. 35/9 is converted to non-agricultural use under order bearing No. Mahasul / T-2 / Jaminbab-1 / Rupantar tax / SR -450/18 dated 15.12.2018.

AND WHEREAS in pursuance to the said sanctioned plans and permission, the Promoter / Developer is entitled and enjoined upon to construct building/s on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Promoter Developer in pursuance to the sanctioned plans have proposed to construct the building on the project land comprising of Ground part, stilt plus 13 upper floors and have also further intended to get the sanctioned plans modified and revised as per the provisions of the Development Control Regulations from time to time.

AND WHEREAS the Promoter / Developer has further disclosed that during the course of construction the Promoter / Developer will acquire increases and incentives in floor space index, transferable development rights, staircase floor space index as well as other permitted increases and incentives as per the Development Control Regulations and will seek necessary additions, alterations, modification and revisions in the approved and sanction plans for construction of additional floors as well as provisions of common infrastructural amenities and facilities and accordingly the revision and modification will be done.

AND WHEREAS the Promoter / Developer has entered into a standard Agreement with an Architect M/s. Stapatya Nirman registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter / Developer has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter / Developer accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS Pursuant to the said sanctioned building plan & the said C.C. the Promoter/Developer herein have commenced the construction of the said building on the said property and as per the said Agreement for Development the Promoter / Developer are entitled to sell respective share of Apartments (Flats/Shops) from the said proposed building.

AND WHEREAS in pursuance to the above referred Agreements executed with the respective owners, the Promoter / Developer have also defined, earmarked and allotted the flats and units to the respective owners being the consideration in kind and have entered into requisite understanding with the said owners.

AND WHEREAS except the flats and units allotted, earmarked and defined in favour of the respective owners, the Promoter / Developer are well and sufficiently entitled to sell, transfer and dispose of the remaining flats and units to the intending purchasers in the building known as **Sneh Serene**.

AND WHEREAS the Allottee being desirous of acquiring a flat / shop in the building, approached the Promoter / Developer and the Promoter / Developer disclosed the entire details of the project, the copies of sanctioned plan, the development agreements, the certificate of title issued by the advocates of the Promoter / Developer and the entire scheme of construction of the building known as **Sneh Serene**.

AND WHEREAS the Allottee after going through the said disclosures and being satisfied thereof, have agreed to acquire the flat / shop No. \_\_\_\_\_ on \_\_\_\_\_ floor admeasuring \_\_\_\_\_ sq. meters carpet along with right to use \_\_\_\_\_ sq. meters balcony area in the building known as **Sneh Serene**.

AND WHEREAS on demand from the Allottee/s, the Promoter/Developer has given inspection to the Allottee/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects M/s. Stapatya Nirman 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 records of rights &/or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments 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 Developer /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 Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed and marked as Annexure-D.

AND WHEREAS the Developer /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 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, floor wise, building wise, phase wise completion is also disclosed and brought to the notice and knowledge of the Allottee/s 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 Developer /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 Developer/Promoter has accordingly commenced construction of the said building "**Sneh Serene**" in accordance with the said sanctioned plans.

AND WHEREAS the Allottee/s has applied to the Developer /Promoter for allotment of an Apartment (Flat/ Shop) No. \_\_\_\_\_ on \_\_\_\_\_ floor in the building to be known as "**Sneh Serene**"(hereinafter referred to as "the Apartment") being constructed on the project land,

AND WHEREAS The carpet area of the said Apartment is \_\_\_\_\_ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace are appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the apartment.

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/s has paid to the Developer/Promoter a sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ Only), being part payment of the sale consideration of the Apartment agreed to be sold by the Developer

/Promoter to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Developer /Promoter doth hereby admit and acknowledges) and the Allottee/s has agreed to pay to the Developer /Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS the Developer/Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no P51700030955;

AND WHEREAS under section 13 of the said Act the Developer/Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

AND WHEREAS in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase the Apartment and the garage/covered parking.

**NOW THEREFORE THESE PRESENTS WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. The Developer/Promoter shall construct the said building "**Sneh Serene**" consisting of Ground part, Stilt part plus 13 upper floors, on the project land in accordance with the amended plans, designs and specifications as approved by the concerned local authority in this case the Kalyan-Dombivali Municipal Corporation from time to time.

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

1. a (i) The Allottee/s hereby agrees to purchase from the Developer /Promoter and the Developer /Promoter hereby agrees to sell to the Allottee/s Apartment (Flat/Shop) No. \_\_\_\_\_ of the type ..... on \_\_\_\_\_ floor, admeasuring \_\_\_\_\_ sq.mt. carpet to be enclosed in the building Known as "**Sneh Serene**" (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexure D at or for the 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.

(ii) The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s covered stack parking spaces bearing No. \_\_\_\_\_ situated at stilt being constructed in the layout for the consideration of Rs.

\_\_\_\_\_ (Rupees \_\_\_\_\_ Only).

1. (b) The total aggregate consideration amount for the apartment including covered parking spaces is thus Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only).

1. (c) The Allottee/s has agreed and assured to pay total consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) to Developer/ Promoter in the following manner :-

i. 10% as advance payment or application fee at the time of execution of this agreement.

ii. 20% to be paid to the Promoter within 15 days after the execution of Agreement

iii. 15% to be paid to the Promoter on completion of the Plinth of the building in which the said Apartment is located.

iv. 25% (to be divided by number of slabs) to be paid to the Promoter on completion of each slab of the building in which the said Apartment is located.

v. 5% to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

vi. 5% to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vii. 5% 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 Apartment is located..

viii. 10% to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby, plinth protection, paving of areas appertain and all other requirements as maybe prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

ix. 5% to be paid to the Promoter against and at the time of handing over of the possession of the Apartment to the Allottee/s on or after receipt of occupancy certificate or completion certificate.

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

M/s Sneh Buildcon

A/C No: 510101006211010

IFSC CODE : UBIN0903680

Bank : Union Bank Of India Branch : Ghatkopar (west)

1. (d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST and Cess or any

other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.

1. (e) 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/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

1. (f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee/s by discounting such early payments @ 1% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to a Allottee/s by the Promoter.
1. (g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/s 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/s. If there is any increase in the

carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) (i) of this Agreement.

1. (h) The Allottee/s 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/s 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 Apartment to the Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
  
- 2.2 Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the 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(c) herein above. ("Payment Plan").
  
3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 5859.20 sq. metres and the Promoters have planned to use utilize and consume maximum Floor Space Index of 9613.60 square meter as shown on the proforma in the sanctioned plans on payment of premiums &/or

FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 9613.60 square meter as proposed to be utilized by him on the project land in the said Project and Allottee/s has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/s to the 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/s committing default in payment on due date of any amount due and payable by the Purchaser/s 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/s 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/s, by Registered Post AD at the address provided by the Allottee/s and / or mail at the e-mail address provided by the Allottee/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages &/or any other amount which may be payable to Promoter) within period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee/s to the Promoter. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall deduct 10% of the total amount of consideration and shall refund the balance amount to the Allottee/s within a period of thirty days of the termination.

However the Promoter shall have an option at their sole and absolute discretion to treat this Agreement as alive and subsisting or not if payment of unpaid amounts and interest thereon as stated hereof is paid at once, in respect of all payments to be made by the Allottee/s to the Promoters under this Agreement (time is that of the essence of the contract). However, the Promoter shall not be bound to make any demand requiring the Allottee/s to make payment of the amount due to or to be due under this Agreement and the absence of demand notice shall not be put forward by the Allottee/s as an excuse for non-payment of any amount or amounts on the respective due dates.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.
  
6. The Promoter shall give possession of the Apartment to the Allottee/s on or before..... day of .....20\_\_\_. If the Promoter fails or neglects to give possession of the Apartment to the Allottee/son account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 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 Apartment on the aforesaid date, if the completion of building in which the Apartment 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, pandemics, lockdowns including unlock relaxation and restrictions as notified by Government Authority;
- (iii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

If, however, the completion of the project is delayed due to the Force Majeure conditions then the Allottee/s agrees that the Promoter shall be entitled to the extension of the time for delivery of the Possession of the Apartment, provided that such force majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/s agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to force majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee/s the entire amount received by the Promoter from the Allottee/s within 30 days from that date. After any refund of the money paid by the Promoter, Allottee/s agrees that he/she shall not have any rights, claims, etc., against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement and the Promoter shall be well and sufficiently entitled to sell and transfer the said premises to any intending purchasers and to receive and appropriate the sale proceeds as they may deem fit and proper.

**7.1 Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the Apartment, to the Allottee/s 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 Apartment to the Allottee/s. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s 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/s in writing within 7 days of receiving the occupancy certificate of theProject.

- 7.2 The Allottee/s shall take possession of the Apartment within 15 days of the written noticefrom the promoter to the Allottee/s intimating that the said Apartments are ready for use and occupancy:
- 7.3 **Failure of Allottee/s to take Possession of Apartment:** Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee/s shall take possession of the Apartment 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 Apartment to the Allottee/s. In case theAllottee/s fails to take possession within the time provided in clause 7.1 such Allottee/sshall 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 Apartment to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment 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/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.Provided further however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said Apartment and specific the structure of 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/s

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/s shall use the Apartment 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/s along with other Allottees of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the 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/s, so as to enable the Promoter to register the common organization of Allottee/s. No objection shall be taken by the Allottee/s if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case maybe, 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 company and till such time shall call upon the Allottees who have acquired the flats/shops to form an ad-hoc committee for carrying out the day to day administration and

management of the said building in which the said Apartment 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 shall, within three months of 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 Apartment is situated.
- 9.2 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/s 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/s 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/shops and units to any intending purchaser/allotees, enter into agreement, receive and appropriate the sale proceeds thereof and to nominate such allottee/s 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/s, the cooperative housing society or association of limited company as the case may be. It is clearly agreed and assured by the Allottee/s that the Allottee/s is aware of the said contents and fact thereof and in confirmation thereof has granted his express and irrevocable consent for the same.

- 9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the Apartment is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee/s's share is so determined the Allottee/s shall pay to the Promoter provisional monthly contribution as decided by the Promoter per month towards the outgoings along with any tax and/or GST applicable on such outgoing/contribution. The amounts so paid by the Allottee/s 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/s shall pay the requisite amounts to Promoter on demand before delivery of possession of the said Apartment -

(i) for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii) for formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) for proportionate share towards taxes and levies as may be imposed by the concerned government and semi-government authorities in respect of the said Apartment and/or Society or Limited Company/Federation/Apex body.

(iv) for provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body including but not limited to 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 charges towards lift & solar & firefighting system and proportionate expenses thereto.

(v) for water connection charges, grill charges, MSEB meter and deposit charges, other utility and services connection charges and other incidental expenses thereto.

(vi) for deposits of electrical receiving and Sub Station provided in Layout as well as proportionate share for transformer installation and its equipments and accessories thereto.

11. The Allottee/s shall pay to the Promoter a requisite cost 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 bye-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/s shall pay to the Promoter, the Allottee/s's 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/s shall pay to the Promoter, the Allottee/s's 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/s 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/s 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 Apartment which will, in any manner, affect the rights of Purchaser/s under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;
- 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 areas of 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 Authoritie still handing over management to the Society or Adhoc comittee;

- 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 Apartment may come, hereby covenants with the Promoter as follows :-

- i. To maintain the Apartment at the Allottee/s's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartments situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Purchaser/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society 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 Apartment 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 Apartment in the compound or any portion of the project land and the building in which the Apartment 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 Apartment 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 Apartment by the Allottee/s for any purposes other than for purpose for which it is sold.
- ix. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up and no objection therefore is sought by the allottees from the Promoter for such transfer and assignment.
- x. The Allottee/s 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 Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at

all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

- xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the 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/s 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 apartments in the said building for the purpose of using the same as bank, dispensaries, nursing homes, maternity homes, coaching classes, banquets, vegetarian and non- vegetarian hotels, restaurants and for other non-residential purpose and the Allottee/s herein along with the other allottees shall not raise any objection for such non-residential use of the apartments sold by the Promoters to the intending allottees.
- 17. The Allottee/s 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 Apartments in the said buildings and accordingly the allottees of the apartments 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/s 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 Apartment allotted to the Allottee/s.

19. The Promoters have brought to the clear notice and knowledge of the Allottee/s that present access to the said building/project may not be available in future and permanent access to the said building/project is only from the proposed D.P. road approved by K.D.M.C. and/or other concerned authorities.

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. It is expressly agreed that the Promoter shall be entitled to put a hoarding and / or cable network station and/or mobile phone set up or station and/or electric transformer 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 said property as the case may be and the Allottee/s 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 and/or installation of cable network and/or mobile phone station and/or electric transformer, at any time hereafter. The Allottee/s shall not be entitled to any abatement in the price of the said Apartment 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/s shall not raise any objection thereto.

22. Notwithstanding any other provisions of this agreement the Promoter has disclosed and brought to the knowledge of the Allottee/s 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 Allotees/ Purchasers 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, 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.

and the Allottee/s 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, option and discretion as reserved by the Promoter herein.

23. The Promoters have shown the layout of the entire property to the Allottee/s and it is agreed and understood by and between the parties that taking into consideration the sanctioned layout the Allottee/s 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) Cable/drainage/telephone lines etc., should be allowed in open space of the building undertaken for development.
- iii) location of electric transformer/ sub-station shall be earmarked/defined by the Architect of the Developers.
- iv) common amenities and the estimate thereof as well as proportionate share thereto shall be ascertained by the Architect of the Developer.
- v) 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.
- vi) building shall be maintained in good and proper condition along with the unobstructed right of access.
- vii) it is clearly brought to the notice of the Allottee/s herein and the Allottee/s 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 setbacks 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/s 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.,

24. The Promoter has clearly brought to the notice and knowledge of the Allottee/s

(a) that in pursuance to the sanctioned plans and permissions, the Promoter is entitled to commence, carry out the construction work of Buildings as presently sanctioned under the building permission granted by the municipal corporation on the amalgamated property described in the Schedule hereunder written and that the Promoters have further brought to the notice and knowledge of the Allottee/s herein that common facilities of the present housing scheme will be used, utilized, availed and shared by the intending Allottee/s of the buildings to be constructed on the properties described hereinabove as well as other amalgamated properties and the Allottee/s herein along with the other Allottee/s will not raise any objection, hindrance and/or obstruction for such use of the above facilities by the other intending Allottee/s and the Allottee/s herein has granted his/her express and irrevocable consent for the same and agree and assure that such above covenant shall always remain binding upon him and also the Promoter has clearly brought to the knowledge of the Allottee/s that they intend to get the said sanctioned plans and specifications modified, revised, renewed and altered for consumption of remaining floor space index, transfer of development rights, staircase floor space index, permissible increases and incentives in floor space index to be used and utilized on the said property as may be granted and approved by the Municipal Corporation from time to time and further the Promoters have given the clear inspection of such plans and specifications to the Allottee/s herein as regards the existing sanctioned buildings, and the proposed annexed multi-storied buildings or otherwise touching the existing constructed buildings and also further expansion in buildings to be constructed on the said property as permitted by the Municipal Corporation by way of further amalgamation,

expansion thereto and the Allottee/s has gone through the said plans as well as the proposed plans including provision of annexed buildings, touching the existing constructed buildings further expansions and do hereby admit, acknowledge and confirm the said fact of construction of additional buildings, annexed buildings, expansion of buildings on the said property by revision and modification in the plans and designs and have accordingly granted his / her express and irrevocable consent to the Promoters for the same and shall not raise any objection and/or hindrance for construction of such buildings by the promoter. The Allottee/s herein agree and assure to pay the corpus fund in advance as and when demanded by the Promoter irrespective of the completion of the above amenities and facilities and the scheme of construction and will not be withhold the same on any reason whatsoever.

(b) the Promoters have also shown to the Allottee/s the entire layout of the said property along with the, further expansions as well as future extension thereto, the nature and extent of the land to be handed over to the concerned authorities on account of set back, reservations etc., as well as the potentiality of floor space index to be used on the remaining land and in such eventuality the transfer and conveyance of the land in favour of the cooperative housing society or condominium of apartment owners and / or any corporate body will not be equivalent to the floor space index used, utilized and consume in the buildings to be constructed / constructed thereon and the Allottee/s is fully aware of the same and have accordingly granted his / her express and irrevocable consent for the same. It is further brought to the notice and knowledge of the Allottee/s that there are certain reservations to be handed over to the municipal authorities and that at the time of execution of conveyance and further transfer proceedings, the area affected by roads and / or reservation will stand deducted as per the due process of law and the net land will be conveyed and handed over to the cooperative housing society on completion of the entire scheme of construction as per the sanctioned plans and permissions as well as further

revisions, modifications and alterations therein from time to time and the Allottee/s do hereby confirm the same and has granted his / her express and irrevocable consent for the same.

(c) that there will be changes, modifications, further expansions, in the scheme of construction and its present and future course of the scheme of development on the said property.

And the Allottee/s 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. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him 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.

26. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such Apartment.

The Promoter has brought to the clear notice and knowledge of the Allottee/s / Purchaser/s that during the course of development they shall sell, assign, mortgage, charge, encumber or otherwise deal with all or any of their rights, title, benefits and interest in respect of the said property, and / or the said building or

any part thereof. The Promoter has brought to the notice and knowledge of the Allottee/s / Purchaser/s that during the course of construction / development, the Promoter will avail and procure financial assistance, construction loan, cash credit facilities and other mode of monetary assistance and borrowing by mortgaging the property and the scheme of construction thereby creating charge, mortgage on the said property and the Allottee/s / Purchaser/s is/are aware of the same and the Allottee/s / Purchaser/s shall not raise any objection or obstruction to such creation of charge, mortgage and raising the finance by the Promoter. However, such charge and mortgage shall be subject to rights of the purchaser under this agreement. The Allottee/s / Purchaser/s further confirm and undertake that he will issue cheques of the installment as specified and in favour in the account banks and financial institutions as nominated and directed by the Promoter. However, such sale, assignment, mortgage, charge, encumbrance and raising of finance, monies for the development of the said property shall always be subject to the rights of the Allottee/s / Purchaser/s under this agreement.

The Promoter has also brought to the clear notice and knowledge of the Allottee/s / Purchaser/s that during the course of construction, the Promoter may transfer and/or assign the development rights in respect of the said property or any part thereof or enter into joint venture understanding, partnership or other business arrangement with any persons, firm or company for development of the said property or any part thereof however, the Promoter shall safeguard and project the right and interest of the flat purchaser/s/ allottees herein in respect of the flat agreement to be acquired by him and the Allottee/s / Purchaser/s has/have granted his/her express and irrevocable consent for the same.

27. The Promoter have at present got sanctioned a Building plan for construction of Ground part, Stilt part plus 13 floors. The Promoter is desirous to consume floating FSI in the form of TDR of outside properties plus premium FSI &/or any of the entitled FSI on the said property and in doing so the Promoter shall have to consume the said FSI on the said Buildings only. In view thereof as per the D.C.

Rules if the additional FSI in the form of TDR becomes available at 100% or more then in that event the Promoter may have to construct more floors/flats/shops upon the said/existing building "**Sneh Serene**" standing on the said property by amending the present sanctioned Building plan. The Promoter keeping in view the future additional construction of floors/flats/shops shall do the RCC work of such a capacity to sustain the entire load of additional Storey's as per the advice of the Structural Engineer. In view thereof the Allottee/s hereby gives his/her/their unconditional consent for consumption of the additional FSI on the said building by erecting additional floors on the said building and without calling upon the Promoter for reduction of consideration amount or granting of some other compensation of whatsoever nature on that count.

28. The Allottee/s has prior to the execution of this Agreement satisfied himself/herself independently about the title of the Promoter & owners to the project land on which the said building is being constructed and the Allottee/s shall not be entitled to investigate into the title of the Owner/Promoter to the project land and no requisition or objection shall be raised in any manner whatsoever relating thereto. A Title Report being Annexure 'A' hereto issued by Promoter's Advocates is accepted by the Allottee/s and the same is binding upon the Allottee/s.
29. The Allottee/s agree/s to pay to the Promoters interest as specified in the rule under the provisions of Real Estate (Regulation and Development) Act 2016 on all the amounts which becomes due and payable by the Allottee/s to the Promoters under the terms of this Agreement from the date the said amount becomes payable by the Allottee/s to the Promoter.
30. The said building shall always be known as "**Sneh Serene**" and the name of the Co-op Housing Society of all the allottees in the said building shall always bear

the first name as "**Sneh Serene**" or as decided by Promoter at time of formation of Society/Limited Company or other body.

31. The allottee/sadmits having taken inspection of all the documents required to be given by the Promoter under the provisions of the RERA Act and hereby agree/s and confirm that the Promoters shall have irrevocable rights for the proposes set out herein and the Promoter shall be entitled to exercise the same as if the Allottee/shas given prior written consent to the Promoter as required under the said Act and with a view to remove any doubts the Allottee/s hereby confer upon the Promoter the right and/or authority for the purposes set out herein below.

- a) Without modifying the plan of the said Apartment (annexed as D and marked with red colour), the Promoters shall be entitled to amend, modify and/or vary the building plan and/or the layout and/or sub-division of plot and also the specifications in respect thereof.
- b) The Promoter shall be entitled to consume such FSI as may be available in respect of the Project land or any part thereof or otherwise on the Project land at present or in future and for the purpose of consuming such balance and/or additional F.S.I to make extension and/or construct additional floors as the Promoters may think fit and proper. Such full consumption of available F.S.I is to be fully utilized by the Promoter at all material times irrespective of the conveyance in favour of the society / Association / Private Limited Company is executed.
- c) The Allottee/s and/or the society shall not raise any objection on any ground as to the Promoter's right reserved hereunder.
- d) The Promoters shall be entitled after consuming such and/or additional F.S.I by constructing Apartments, to sell such Apartments for such permissible

use as they may think fit and proper to such person or persons for such consideration as the Promoters may in their absolute discretion deem, fit and proper.

- e) The Promoters shall also be entitled to consume additional and/or balance F.S.I available under D. C. Rules or by any special concession being granted by the Kalyan-Dombivali Municipal Corporation or any other authorities including the FSI available in lieu of the road widening, set-back, reservation, terrace/staircase floating FSI under the TDR Scheme etc.so also the premium FSI.
- f) The Allottee/s of the Apartment herein and all other allottees of apartments in the said building shall not have any right, title, claim or interest in respect of the open spaces, parking spaces, stilt portion, open areas, inclusive of the garden area and that the right of Allottee/s is confined only to the Apartment agreed to be sold as such area belong and owned by the Promoter at present. The Allottee/s of the Apartment herein and all other allottees of apartments in the said building shall not have any right, title, claim or interest in respect of the open areas, inclusive of the garden area and that the right of Allottee/s is confined only to the Apartment agreed to be sold as such area belong and owned by the Society / Association / Private Limited Company after conveyance.
- g) The percentage of the undivided interest of the Allottee/s in the common areas and the facilities limited, or otherwise pertaining to the Apartment agreed to be sold herein shall be in proportion of the area of Apartment agreed to be sold hereunder to the common area and facilities limited or otherwise as disclosed by the Promoter to the Allottee/s.
- h) Irrespective of the possession of the Apartment being given to the Allottee/s and/or the management being given to the ad-hoc committee of the

Allottee/s or to the society / Association / Company the rights under this clause and/or under this Agreement's clauses and/or under this Agreement, reserved for the Promoters shall be subsisting and shall continue to vest in the Promoters till the conveyance is executed and the Promoters shall be entitled to execute the conveyance or procure the Deed of Conveyance reserving such rights in the said project land in favour of the Promoters as may be outstanding at the time of execution of the conveyance.

32. The Allottee/s agree/s and give/s his/her/their irrevocable consent that the Promoter shall have a right to make additions, alterations, amendments and changes in the Building plans and/or to the said building or any part thereof for any user or to change the user (excluding the said apartment) including to raise additional and/or extension of floors on the building or structures on the Project land or on open part or parts of the said building including on the terrace at any time either before or after transfer of the Project land and such right shall include the right to use and consume floating FSI or the additional F.S.I Premium FSI which may be available in respect of the Project land or at any time in future by reserving such rights in conveyance or to make such amendments/alterations in the sanctioned plans as may be permitted by the Kalyan-Dombivali Municipal Corporation or the other authorities and such additional structures or floor or the Apartments shall be the sole property of the Promoters who shall be entitled to deal with or dispose off the same as per their own free will.
33. The Allottee/s shall not be allowed to make use of the common terrace and parapet walls of the common terrace which will be the exclusive property of the Promoters/Society/Association / Company and the Promoters shall have the exclusive use of the said terrace and the parapet wall till the project land is transferred to the Society / Association / Company.

34. The Allottee/s shall have no claim or right to any part of the project land and also to any other parts of the said building other than the said Apartment agreed to be purchased by him/her/them. All open spaces, parking places, lobbies, staircases, common terrace, stilt, compounds, fences, balance F.S.I etc. shall remain the property of the Promoter.

35. The Allottee/s agree/s to sign and deliver to the Promoters before taking possession of the said Apartment and also thereafter all writings and papers as may be reasonably necessary and required by the Promoters including possession letter, electric meter, transfer forms, and other papers, necessary for becoming the member of the proposed Co-op Housing Society/Association / Company Federation

36. On possession being taken by the Allottee/s, the Allottee/s shall not be entitled to make and shall not make any claim, objection, contentions or proceedings against the Promoters regarding the said building or the said Apartment or anything connected therewith including quality of construction, material, additions or alterations etc. and the same if any shall be treated and deemed to have been extinguished and/or waived.

37. The Allottee/s of the respective Apartments shall be entitled to use and occupy their respective Apartments only.

38. Nothing contained in these presents shall be construed as a grant in law of the Project land hereditaments and premises or any part thereof or the building thereon or the Apartment till the Promoters declare that the said project is completed.

39. The Allottee/s of the Apartment shall be made member of the society / Association / Company provided all the amounts payable by the Allottee/s under these presents are fully paid to the Promoters.

40. All the deposits and charges payable to the Kalyan-Dombivali Municipal Corporation, M.S.E.D.C.L. etc. for water connection and electricity charges or permanent deposits in respects of the said Apartment which become payable shall be paid or reimbursed to the Promoters by the Allottee/s.

41. Upon the possession of the said Apartment being delivered to the Allottee/s he/she/they shall be entitled to use and occupy the said premises and he/she/they shall have no claim against the Promoters in respect of any item of work in the said premises which may be alleged not to have been carried out or completed. The only liability of the Promoters shall be the statutory liability under RERA.

42. The Allottee/s shall not let, sublet, sale, transfer, convey, assign, mortgage, charge and/or in any way encumber or deal with or dispose off or part with his interest possession or the benefit of this Agreement in the said premises or assign, under let or part with his/their interest and the benefit of this Agreement/s or any part thereof until all the dues payable by him/her/them to the Promoters under this Agreement are fully paid up and only if the Allottee/s is not guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s obtain prior written consent from the Promoters and/or society / Association / Company in the event of any such permitted, transfer or assignment the Allottee/s shall pay transfer fee to the Promoters, society / Association / Company for grant of any such permission. Even after transfer of the project land or Part thereof to the society / Association / Company the bye-laws of the society shall provide that no member shall transfer or encumber his Apartment/garage/car parking space or give it on leave and license basis or part with the possession of the said Apartment without the previous consent in writing of the society / Association / Company.

43. The Allottee/s shall not carry out any internal additions, alterations or changes without the prior written consent of the Promoters during the defect liability period and if any such alterations, additions or changes are being carried out by the Purchaser/s herein or other Allottee/s of the Apartments then in such case the Promoters herein shall be released and discharged from the obligation to rectify or repair the said structural defect/s.

44. The Allottee/s shall not be entitled to the closing of the varandha or balconies or make any alteration or changes in the elevation and outside colour scheme of the Apartment to be acquired by him/her/them.

45. The Allottee/s shall not be entitled to claim a partition of his/her/their share in the project land and/or the said building and the same shall always remain undivided and impartial.

46. If the Allottee/s neglects omits or fails for any reason whatsoever to pay to the Promoters any of the amounts due and payable by the Allottee/s under the terms and conditions of the Agreement (whether before or after delivery of possession) within the time herein specified or if Allottee/s in any other way fails to perform or observe any of the covenant and stipulations on his/her/their part herein contained or referred to or prevents the Promoter/s right as provided in this Agreement, then in that event the Promoters shall be entitled to resume the possession of the said Apartment and this Agreement, shall cease and stand terminated and the earnest money / Application amount already paid by the Allottee/s to the Promoters shall stand absolutely forfeited to the Promoters and the Allottee/s shall have no claims for refund or repayment of the said earnest money / Application amount and the Allottee/s hereby agree/s to forfeit all his rights, title and interest in the said Apartment and under this Agreement and in such event the Allottee/s and/or his nominees shall also be liable to immediate ejection as a trespasser.

47. In the event of non-observance or non-performance of any of the provisions of this Agreement on the part of the Allottee/s, this Agreement shall at the option of the Promoters come to an end and all rights of the Allottee/s in respect of the said apartment and the said money shall extinguish and come to an end and the Allottee/s shall not be entitled to take any objections or proceedings or make any claim in respect thereof. On such termination being made the Promoters shall refund the entire amount paid by the Allottee/s to the Promoter till that date to the Allottee/s after deduction and/or forfeiture of 10% of the total amount of consideration thereof.

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

49. All the documents for admitting the Allottee/s as the bonafide member of the said Society/ Association / Company and all other documents required to be executed shall be prepared by the Advocates of the Promoters. The professional charges of the Advocates of the Promoters as also all out of pocket expenses including stamp duty, registration charges, as also the costs, charges and expenses for admitting the Allottee/s as the members of the said Co-operative Society / Association / Company shall be borne and paid by all the parties and persons including the Allottee/s who has/have agreed to take, acquire the Apartment in the said building proportionately and/or by the society/Association Company. The Promoter may in the first instance pay the aforesaid costs, charges and expenses out of the amount already deposited/ to be deposited by the Allottee/s in terms of clause mentioned in this agreement and in the event of such cost, charges and expenses being excess of the deposit so received by the Promoters the Purchaser/s in that behalf pay the proportionate excess. The Allottee/s shall

also pay the deposit to be made with the MSEDC &/or other company for the electric meter to be installed in the premises.

50. As soon as the building is notified by the Promoters as complete and ready for use and occupation each of the holder of Apartment/garages/car parking spaces including the Allottee/s herein shall pay the entire respective arrears of purchase price or otherwise payable by her/him/them in respect of his/her/their Apartment within 7 days of the receipt of such notice (time is of the essence of the contract) in this regard received individually or put at some prominent place in the said building. If any of the Apartment /garage/car parking space holder fails to pay the arrears as aforesaid the Promoters shall be entitled to forthwith terminate this agreement to forfeit all such moneys paid by the Allottee/s to the Promoter till then. On such termination the Allottee/s right under this Agreement and to the said Apartment/garage/car parking shall stand forfeited and the Promoters shall be entitled to sell the Apartment /garage/car parking to such person on such terms and conditions and he/she shall have no objection for the same nor shall he/she have any claim whatsoever to the price realized on such sale, provided it does not in any way affect or prejudice the right of the Allottee/s in respect of the said Apartment the Promoters shall be at liberty to sell assign, transfer or otherwise deal with the right, title and interest in the building to be constructed thereon.
  
51. The Allottee/s shall be liable to bear and pay the proportionate share i.e. in proportion to the area of the said Apartment all the outgoings in respect of the project land and the buildings constructed thereon, 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 bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land and the buildings until the Society, Association or Company is formed and the project Land and the buildings constructed thereon is transferred to such Society, Association or Company The

Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter from time to time. The Allottee/s further agrees that till the Allottee/s'sshare is so determined, the Allottee/s shall pay in advance the requisite amount to the Promoter for the provisional contribution for two years towards such outgoings along with any taxes, charges, GST applicable on such requisite amount. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance is executed, in favour of the Society, Association or Company as aforesaid. Subject to the provisions of the RERA on such conveyance being executed the aforesaid, the deposits (less deduction provided for under this agreement) shall be paid over by the Promoter to the Society/ Association or Company. The Allottee/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly in advance and shall not withhold the same for any reason whatsoever.

## 52. BINDING EFFECT

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

### **53. ENTIRE AGREEMENT**

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

### **54. RIGHT TO AMEND**

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

### **55. 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 Allottee/s of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

### **56. SEVERABILITY**

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

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

Wherever in this Agreement it is stipulated that the Allottee/s 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 Apartment to the total carpet area of all the Apartments in the Project.

58. FURTHER ASSURANCES

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

59. 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/s, in after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Kalyan.

60. The Allottee/s 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.

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

Allottee/s's Notified Email ID: \_\_\_\_\_

M/s Sneh Buildcon,s Email ID: snehserene1@gmail.com

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

62. JOINT Allottee/s

That in case there are Joint Allotees 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 Allottee/s.

63. Stamp Duty and Registration:-

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

64. 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.

## 65. 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 Thane/Kalyan courts will have the jurisdiction for this Agreement.

66. 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/s 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 Colors 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.

67. This Agreement shall always be subject to the provisions contained in the RERA 2016 and the Rules made thereunder or any amendment or re-enactment thereof for the time being in force or any other provisions of law applicable thereto.

## THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO :

All those pieces or parcels land admeasuring 2140 sq.mtrs. situate, lying and being at Village Shivjnagar & Gaondevi, Tal. Kalyan & Dist. Thane within the limits of Kalyan Dombivali Municipal Corporation bearing

Old Survey No./Hissa No.	New Survey No./Hissa No.	Area sq. metres
35/9	129/9	150
36/2	130/2	250
35/10	129/10	400
36/1	130/1	200
49/5/2(p)	131/5	1140
	Total	2140

Jointly bounded as follows:

On or towards East by : ShivajiNagar S. No. 38/2

On or towards West by : Gaondevi S. No. 49/6 & 49/5/2

On or towards South by : Gaondevi S.No. 49/2 & 64, and Shivjnagar S.No.35/5, 6 &8

On or towards North by : 45 Mt. proposed D. P. Road

## SECOND SCHEDULE

1. Open Spaces as per sanction plan
2. Entrance Lobby
3. Under Ground Water Tank
4. Overhead Water Tank

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

**SIGNED SEALED AND DELIVERED** )

by the withinnamed )

**“DEVELOPER / PROMOTER”** )

**M/S. SNEH BUIDCON** )

through its Partner )

**SHRI. \_\_\_\_\_** )

in the presence of ..... )

1.

2.

**SIGNED SEALED AND DELIVERED BY** )

**THE WITHINNAMED “ALLOTTEE”** )

**MR./MRS/M/s. \_\_\_\_\_** )

In the presence of )

1.

2.

## **RECEIPT**

RECEIVED of and from the withinnamed )  
Allottee an amount of Rs. \_\_\_\_\_/- )  
(Rupees \_\_\_\_\_ Only )  
drawn on \_\_\_\_\_ )  
being the part consideration agreed to be paid )  
by him/her/them to us as under. )

Cheque No.	Date	Amount	Bank

## **WESAY RECEIVED**

Rs. \_\_\_\_\_/-

**For M/S. SNEH BUIDCON**

**Partner**

**(Developer/Promoter )**

## **WITNESSES :**

1.

2.

Housiey.com