

Ward No. :  
Village : Kongaon  
Unit /Shop/Office Area :  
Actual Value : Rs. \_\_\_\_\_  
Market Value : Rs. \_\_\_\_\_  
M/s. Kalyan Buildcon : PAN:  
PAN of Purchaser : PAN:

### AGREEMENT FOR SALE

THIS AGREEMENT MADE AT \_\_\_\_\_  
ON THIS \_\_\_\_ DAY OF \_\_\_\_\_

### B E T W E E N

**M/S. KALYAN BUILDCON**, a Partnership Firm having its registered office at 601, Asha Tower, Opp Tanishq, Agra Road Kalyan West -421301 through its Partner .....adult, hereinafter called and referred to as the “**Developer / Promoter**” (which expression shall unless repugnant to the context of meaning thereof mean, bind and include their respective heirs, executors, administrators and assigns and surviving partners respectively) being the Party of the First Part;

AND

\_\_\_\_\_, adult, Pan No. \_\_\_\_\_, residing at \_\_\_\_\_

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

WHEREAS by and under a Sale Deed dated 08/11/1982 Suresh Amarshi Rathod purchased from Govind U Bhoir registered at Bhiwandi Sub registrar of assurances at Bhiwandi under serial no 554/1984 dated 06/07/1984 all that piece and parcel of land bearing Survey No. 185 Hissa No 20/E. admeasuring about 1130 Sq meters situated at Village Kon, Tal. Bhiwandi, Dist. Thane within the Registration District Thane and Sub-District of Bhiwandi (hereinafter referred to as “**the said Land**” and more particularly described in the **First Schedule** hereunder written);

AND WHEREAS by and under an Agreement for sale dated 01/06/2027 registered at Sub-Registrar Office Bhiwandi – 1 vide its registration serial no. 3779/2007 Mr. Suresh Amarshi Rathod and others sold to Mrs. Poonam Narendra Jain Alias Pinky Jitendra Mehta and others all their right, title and interest in the piece and parcel of land admeasuring 1130 Sq meters at Survey No. 185 Hissa No 20/E

situated at Village Kon, Tal. Bhiwandi, Dist. Thane

Accordingly, to complete the transaction and perfect the title, Sale deed dated 25/11/2022 and registered at the office of Sub registrar of Assurance of Bhiwandi 2 vide Serial No 12564/2022 dated 25/11/2022 between Suresh Amarshi Rathod and Others as sellers and Mrs. Poonam Narendra Jain Alias Pinky Jitendra Mehta and others as purchasers of land admeasuring about 1130 sq. meters. at Survey No. 185 Hissa No.20/E situated at Village Kon, Tal. Bhiwandi, Dist. Thane; assures Mrs. Poonam Narendra Jain Alias Pinky Jitendra Mehta and others as absolute owners of the said land.

AND WHEREAS the Owners Mrs. Poonam Narendra Jain Alias Pinky Jitendra Mehta and others were desirous of developing the said Land and thus decided to accept offers of development from suitable builders / developers and thereupon after negotiations and discussions, offer of the Developers / Promoters herein came to be finalized and thus by and under a Development Agreement executed and registered on 20/03/2023 at the Sub-Registrar Office Bhiwandi – 2 vide its registration serial no. 3748/2023 read with General Power of Attorney registered on 20/03/2023 at the Sub-Registrar Office Bhiwandi – 2 vide its registration serial no. 3749/2023, said Mrs. Poonam Narendra Jain Alias Pinky Jitendra Mehta and others have assigned Development Rights in respect of 1130 sq.mtrs. to M/s. Kalyan Buildcon.

AND WHEREAS upon execution and registration of the foregoing deeds and documents the Developer / Promoter herein viz., M/s. Kalyan Buildcon. has the absolute right to carry out the development in respect of 1130 Sq Meters. situated at Survey No. 185 Hissa No. 20/E of Village Kon, Tal. Bhiwandi, Dist. Thane (hereinafter referred to as **“the land under development”** and more particularly described in the **Second Schedule** hereunder written) in terms of the sanctions and permissions granted from the statutory authorities from time to time.

AND WHEREAS the Promoters are in possession of the land under development;

AND WHEREAS the Developer / Promoter herein has obtained the building permission commencement certificate from the Mumbai Metropolitan Region Development Authority under ref. no. .... dated ..... for development of the said the land under development being Survey No. 185 Hissa No. 20/E of Village Kon, Tal. Bhiwandi, Dist. Thane by construction of Commercial Building comprising of \_\_\_ wings / buildings having \_\_\_ floors / basement / podium / stilt / upper floors;

AND WHEREAS in the manner as mentioned hereinabove, the Developer / Promoter herein are well and sufficiently seized and possessed of and / or otherwise well and sufficiently entitled to develop the said land under development and every part thereof;

AND WHEREAS the Developer / Promoter have further intended to get the said plans and specification revised, renewed and altered for consumption of

remaining floor space index, transfer of development rights, staircase FSI and all other permissible floor space index to be used and utilized on the said Property by paying premium thereof as may be granted by the Mumbai Metropolitan Region Development Authority or such statutory authority as may be applicable under the provisions of Unified Development Promotion and Control Regulation and further the Developer / Promoter have given the clear inspection of the plans and specifications to the Purchasers herein as regards the sanctioned buildings and the further proposed expansion, extensions in respect of the said the land under development and have thus proposed additional floors.

AND WHEREAS the Developer / Promoter further represent and declare to the Purchaser/s/Allottee/s herein that the during course of completion of the entire scheme of construction, Developer / Promoter will acquire the Transferable Development Rights (TDR), staircase floor space index, additional FSI/TDR as per the rules and regulations of the Municipal Corporation and/or Concerned Authorities and will further avail, use and consume additional floor space index thereby constructing the said proposed building/s and additional floors, flats / offices/ shops and units as well as expansions in the said scheme of construction and will get the plans amended, revised, modified as the Developers may deem fit and proper and further shall also acquire additional adjacent land and carry out the development on said property by way of amalgamation as the Developers may deem fit and proper and such additional and adjacent land that have the right of access from and through the said property and The Promoter shall obtain the prior consent of the Purchasers.

AND WHEREAS as per the above recited deeds, agreements and permissions, the Developer / Promoter has agreed to construct the said building at their own costs and expenses and are entitled to dispose of the flats / shops / offices / units constructed in the building on ownership basis and to enter into agreements with the purchaser and to receive the sale price in respect thereof and upon such disposal of the flats / shops / offices / units to convey the said land together with the building constructed thereon in favor of the corporate body to be formed of all those several persons acquiring the respective flats / shops / offices / units;

AND WHEREAS the Developer / Promoter has entered into a standard Agreement with Architect \_\_\_\_\_ (hereinafter referred to as "**the Architect**") registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

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

AND WHEREAS on demand from the Purchaser, the Developer / Promoter has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Developer / Promoter's Architects and of such other documents.

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Developer / Promoter, authenticated copies of 7/12 extract showing the nature of the title of the Owners to the project land on which the Building / structure is constructed or are to be constructed have been annexed hereto and marked as **“Annexure A”**

AND WHEREAS the Developer / Promoter herein have followed the requisite procedure under Real Estate (Regulation & Development) Act, 2016 and obtained the certificate of Registration under No. \_\_\_\_\_ dated \_\_\_\_\_ copy of which is annexed hereto and marked as **“Annexure B”**;

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto as **“Annexure C”**

AND WHEREAS the authenticated copies of the plans and specifications of the flats / shops / offices / units agreed to be purchased by the Purchaser, as sanctioned and approved by the local authority have been annexed and marked as **“Annexure D”**.

AND WHEREAS the Developer / Promoter have got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building/s;

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority;

AND WHEREAS the Promoters/Developers have accordingly commenced construction of the said building/s in accordance with the said proposed plans;

AND WHEREAS the Purchaser after going through the entire disclosures, the future course of expansion and development and also verifying the site of the building and the work of construction and nature and scope thereof and after being satisfied about the same has agreed to enter into this agreement and further The Promoter shall obtain the prior consent of the Purchasers in respect of the additions, modifications, changes and / or further alterations in the scheme of construction as may be permitted the concerned town planning authorities from time to time.

AND WHEREAS the Purchaser is offered a **Flat No .....** **On the \_\_\_\_\_**  
**.....floor, area admeasuring \_\_\_\_\_ sq. meters. (herein after referred to**  
**as the said “premises”) in the \_\_\_ Wing of building to be known as**  
**“KALYAN ELITE”** (herein after referred to as the said **“Building”**) being constructed on the said land under development described in the **Third Schedule** hereunder written.

AND WHEREAS the carpet area of the said premises is \_\_\_\_\_ **square meters** and "carpet area" means the net usable floor area of the said premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Premises for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Premises for exclusive use of the Purchaser but includes the area covered by the internal partition walls of the premises.

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

AND WHEREAS, prior to the execution of these presents the Purchaser has paid to the Developer / Promoter a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)**, being part payment of the sale consideration of the premises agreed to be sold by the Developer / Promoter to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Developer / Promoter doth hereby admit and acknowledge) and the Purchaser/s has agreed to pay to the Developer / Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the Developer / Promoter are required to execute a written Agreement for sale of said Premises with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer / Promoter hereby agrees to grant and allot to the Purchaser and the Purchaser hereby agrees to purchase the said Premises on ownership basis and the Developer / Promoter do hereby confirm the same.

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;

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

1. It is agreed between the parties hereto that all the recitals of this Agreement shall form part and parcel of the operative part of this Agreement and shall be read accordingly.
2. The Purchaser/s hereby confirm(s) that, prior to the execution of this Agreement, the Developer / Promoter have made full and complete disclosure of the following:-
  - (a) Nature of the right, title and interest of the Owners and Developer / Promoter in respect of the Building and the said property, along with all the relevant documents as referred in the recitals hereinabove;
  - (b) Plans, permissions and specifications duly approved and sanctioned by Government Authorities in respect of the said Building;

- (c) Various amounts which are to be paid, inter-alia, towards maintenance charges, legal charges, expenses including all premiums, deposits to be paid/already paid to the concerned authorities, statutory provision regarding stamp duty and registration charges etc. as are for the time being in force; and
- (d) The terms, conditions, covenants and stipulations contained in the documents referred hereinabove and to be performed fulfilled complied with and observed by the Purchaser/s.
3. The Developer / Promoter shall construct the said building/s presently as per the sanctioned plans and permissions on the said property described in the Schedule hereunder written in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Developer / Promoter shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the premises of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.
4. The Purchaser/s has/have prior to the execution of this Agreement satisfied himself/herself/themselves/itself about the title of the said property and the rights of the Promoters in respect of the said property.
- 5(a). (i) The Purchaser hereby agrees to purchase from the Developer / Promoter and the Developer / Promoter hereby agrees to sell to the Purchaser, the premises being **Flat No. \_\_\_ on \_\_\_ Floor** admeasuring **\_\_\_\_\_sq.mt. Carpet Area+ Enclosed Balcony Area \_\_\_Sq. meters in \_\_\_Wing of Building** known as "**KALYAN ELITE**" together with the right to use, utilize and occupy the balconies, cupboards, flower beds thereto hereinafter for the sake of brevity called and referred to as the "**Said Premises**" allotted to the Purchaser/s as shown in the Floor plan thereof hereto annexed 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 **Third Schedule** annexed herewith.
- (ii) The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos \_\_\_ admeasuring \_\_\_\_\_sq. ft. having \_\_\_\_\_ ft. length x \_\_\_\_\_ ft. breath x \_\_\_\_\_ ft. vertical clearance and situated at Basement and/or stilt and /or podium being constructed in the layout for the consideration of Rs. \_\_\_\_\_/-
- (iii) The Purchaser hereby agrees to purchase from the Developer / Promoter and the Developer / Promoter hereby agrees to sell to the Purchaser covered parking spaces bearing No. \_\_\_ situated at \_\_\_ Basement and/or stilt and /or p o d i u m being constructed in the layout for \_\_\_\_\_ the consideration of \_\_\_\_\_ Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ only).

5(b). The total aggregate consideration amount for the said Premises is thus  
**Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_ only);**

5(c). The Purchaser has paid on or before execution of this agreement a sum of Rs .....(Rupees only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs .....( Rupees .....) and shall be deposited in RERA Designated Collection Bank Account, \_\_\_\_\_ Bank, \_\_\_\_\_ Branch having IFS Code \_\_\_\_\_ situated at \_\_\_\_\_. In addition to the above bank account, I/we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. \_\_\_\_\_ and \_\_\_\_\_ respectively.

<b>Sr. No.</b>	<b>Particulars</b>
1	At the time of booking of said Premises
2	10 %At the time of execution & registration of agreement
3	35%On completion of Plinth of the building or wing in which the said premises is located
4	3.125% On completion of the each Slab (8 Slabs) accumulating to 25%
5	10% On completion of the walls, internal plaster, floorings doors and windows of the said Premises
6	10% On completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Premises.
7	5% On completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Premises is located
8	3% On completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed for the building or wing in which the said premises is located.

9	2 % At the time of handing over of the possession of the Premises to the Purchaser/s/Allottee/s on or after receipt of occupancy certificate or completion certificate.

- 5(d). The Total Price above excludes Taxes (consisting of tax paid or payable by the Developer / Promoter by way of Goods and Services Tax, 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 Developer/ Promoter) up to the date of handing over the possession of the said premises.
- 5(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 Developer / Promoter undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer / 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 Purchaser, which shall only be applicable on subsequent payments.
- 5(f). The Developer / Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser by discounting such early payments @    % per annum for the period by which the respective installment has been pre-poned. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Purchaser by the Developer / Promoter.
- 5(g). The Developer / Promoter shall confirm the final carpet area that has been allotted to the Purchaser 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 Developer / Promoter. If there is any reduction in the carpet area within the defined limit then Developer / Promoter shall refund the excess money paid by Purchaser 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 Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Developer / Promoter shall demand additional amount from the Purchaser 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 5 of this Agreement.
- 5(h). The Purchaser authorizes the Developer / 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 Developer / Promoter may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Developer / Promoter to adjust his payments in any manner.

- 6.1. The Developer / Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Premises.
  - 6.2. Time is essence for the Developer / Promoter as well as the Purchaser. The Developer / Promoter shall abide by the time schedule for completing the project and handing over the said premises to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be.  
Similarly, the Purchaser shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer / Promoter as provided in clause 5 herein above (**“Payment Plan”**).
7. The Developer / Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is \_\_\_\_\_ square meters only and Developer / Promoter has planned to utilize Floor Space Index of \_\_\_\_\_ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Developer / Promoter has disclosed the Floor Space Index of \_\_\_\_\_ as proposed to be utilized by him on the project land in the said Project and Purchaser has agreed to purchase the said Premises based on the proposed construction and sale of Premises to be carried out by the Developer / Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer / Promoter only.
- 8.1. If the Developer / Promoter fails to abide by the time schedule for completing the project and handing over the said premises to the Purchaser, the Developer / Promoter agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Developer / Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser to the Developer / Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Developer / Promoter.
  - 8.2. Without prejudice to the right of Developer / Promoter to charge interest in terms of sub clause 8.1 above, on the Purchaser committing default in

payment on due date of any amount due and payable by the Purchaser to the Developer / Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of installments, the Developer / Promoter shall at his own option, may terminate this Agreement:

Provided that, Developer / Promoter shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, 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 Purchaser fails to rectify the breach or breaches mentioned by the Developer / Promoter within the period of notice then at the end of such notice period, Developer / Promoter shall be entitled to terminate this Agreement.

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

9. The fixtures, fittings and amenities to be provided by the Developer / Promoter in the said building and the Premises as are set out in Annexure 'E', annexed hereto.

10. The Developer / Promoter agrees and assure to complete the same and hand over the possession thereof on or before \_\_\_\_\_ If the Developer / Promoter fails or neglects to give possession of the Premises to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Developer / Promoter shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the Premises with interest at the same rate as may mentioned in the clause 8.1 herein above from the date the Developer / Promoter received the sum till the date the amounts and interest thereon is repaid.

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

- ii) War, civil commotion or Act of God;
- iii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

If, however, the completion of the project is delayed due to the Force Majeure conditions then the Purchaser agrees that the Developer / Promoter shall be entitled to the extension of the time for delivery of the Possession of the Premises, provided that such force majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser agrees and confirms that, in the event it becomes impossible for the Developer / Promoter to implement the project due to force majeure conditions, then this allotment shall stand terminated and the Developer / Promoter shall refund to the Purchaser the entire amount received by the Developer / Promoter from the Allotment within 30 days from that date. After any refund of the money paid by the Purchaser, Purchaser agrees that he/she shall not have any rights, claims, etc., against the Developer / Promoter and that the Developer / Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

11. 1 **Procedure for taking possession** - The Developer / Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the said premises to the Purchaser in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Developer / Promoter shall give possession of the said premises to the Purchaser. The Developer / Promoter agrees and undertakes to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developer / Promoter.

The Purchaser agree(s) to pay the maintenance charges as determined by the Developer / Promoter or association of Purchasers, as the case may be. The Developer / Promoter on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

- 11.2 The Purchaser shall take possession of the said premises within 15 days of the written notice from the Developer / Promoter to the Purchaser intimating that the said Premises are ready for use and occupancy.
- 11.3 **Failure of Purchaser to take Possession of Said Premises from the Developer / Promoter:** Upon receiving a written intimation from the Developer / Promoter as per clause 11.1, the Purchaser shall take possession of the said premises from the Developer / Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer / Promoter shall give possession of the said premises to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 11.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable.
- 11.4 If within a period of five years from the date of handing over the said premises to the Purchaser, the Purchaser brings to the notice of the Developer / Promoter any structural defect in the Premises or the building in which the Premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer / Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Developer / Promoter, compensation for such defect in the manner as provided under the Act.
12. The Purchaser shall use the said premises or any part thereof or permit the same to be used only for purpose of which it is sanctioned and approved by the municipal authorities. He shall use the garage or parking space only for purpose of keeping or parking vehicle.
13. The Purchaser/s/Allottee/s along with other Purchaser/s/Allottee/s of Premises in the building/s shall join in forming and registering the

Society or Association or a Limited Company to be known by such name as the Developer / 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 bye-laws of the proposed Society and duly fill in, sign and return to the Purchaser/s/Allottee/s within seven days of the same being forwarded by the Developer / Promoter to the Purchaser, so as to enable the Developer / Promoter to register the common organization of Purchasers. No objection shall be taken by the Purchaser/s/Allottee/s if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- 14.1 The Developer / 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 Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the building or wing in which the said Premises is situated.
- 14.2 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 Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.
- 14.3 Within 15 days after notice in writing is given by the Developer / Promoter to the Purchaser/s/Allottee/s that the Said Premises is ready for use and occupancy, the Purchaser/s/Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Said Premises) of outgoings in respect of the said Property / 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 said project land / property 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 Purchaser/s/Allottee/s shall pay to the Developer / Promoter such proportionate share of outgoings as may be determined. The Purchaser/s/Allottee/s further agrees that till the Purchaser/s/Allottee/s share is so determined the Purchaser/s/Allottee/s shall pay to the Promoters / Developers provisional monthly contribution of Rs. .... per month towards the outgoings. The amounts so paid by the Purchaser/s/Allottee/s to the Developer / Promoter shall not carry any interest and remain with the Developer / 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 Developer / Promoter to the Society or the Limited Company, as the case may be.
15. The Purchaser shall on or before delivery of possession of the said Premises keep deposited with the Developer / Promoter, the following amounts:-
- (i) Rs. .... for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.Rs. .... for formation and registration of the Society or Limited Company/Federation/ Apex body.
  - (ii) Rs. .... for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
  - (iii) Rs. ....for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
  - (iv) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &
  - (v) Rs \_\_\_\_\_ for deposits of electrical receiving and Sub Station provided in Layout

16. The Purchaser shall pay to the Developer / Promoter a sum of Rs. \_\_\_\_\_ for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Developer / 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.
17. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Purchaser/s/Allottee/s shall pay to the Developer / Promoter, the Purchaser/s/Allottee/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.

18. **REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER / PROMOTER**

The Developer / Promoter hereby represents and warrants to the Purchaser as follows:

- i. The Owners and Developer / Promoters have 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 Developer / 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 Developer / 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 Developer / 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 Purchaser created herein, may prejudicially be affected;
- vii. The Developer / Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said premises which will, in any manner, affect the rights of Purchaser under this Agreement;
- viii. The Developer / Promoter confirms that the Developer / Promoter is not restricted in any manner whatsoever from selling the said premises to the Purchaser in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the Association of Purchasers the Developer / Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchasers;
- x. The Developer / Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Developer / Promoter in respect of the project land and/or

the Project except those disclosed in the title report.

19. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Premises may come, hereby covenants with the Developer / Promoter as follows :-
- i. To maintain the said premises the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Premises is taken and shall not do or suffer to be done anything in or to the building in which the Premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Premises is situated and the Premises itself or any part thereof without the consent of the local authorities, if required.
  - ii. Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said premises is situated, including entrances of the building in which the said premises is situated and in case any damage is caused to the building in which the said premises is situated or the Premises on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
  - iii. To carry out at his own cost all internal repairs to the said Premises and maintain the Premises in the same condition, state and order in which it was delivered by the Developer / Promoter to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Premises is situated or the Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
  - iv. Not to demolish or cause to be demolished the Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Premises is situated and shall keep the portion, sewers, drains and pipes in the Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Premises without the prior written permission of the Developer / Promoter and/or the Society or the Limited Company.
  - v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
  - vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the project land and the building in which the Premises is situated.
  - vii. Pay to the Developer / Promoter within fifteen days of demand by the Developer / Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Premises is situated.
  - viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Premises by the Purchaser for any purposes other than for purpose for which it is sold.
  - ix. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Premises until all the dues payable by the Purchaser to the Developer / Promoter under this Agreement are fully paid up and necessary intimation is provided to the Developer / Promoter and no objection therefor is sought by the purchaser

from the Developer / Promoter for such transfer and assignment.

- x. The Purchaser shall observe and perform all the rules and regulations which the Condominium of Apartment Owners or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Condominium of Apartment Owners/Limited Company regarding the occupancy and use of the Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
  - xi. Till a conveyance of the structure of the building in which Premises is situated is executed in favour of Condominium of Apartment Owners/Limited Society, the Purchaser shall permit the Developer / Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
  - xii. Till a conveyance of the project land on which the building in which Premises is situated is executed in favour of Condominium of Apartment Owners or Limited Company or Corporate Body, the Purchaser shall permit the Developer / 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.
20. The Developer / Promoter shall maintain a separate account in respect of sums received by the Developer / Promoter from the Purchaser 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.
21. In case the transaction being executed by this agreement between the promoter and the purchaser is facilitated by Registered Real Estate Agent all amount (including taxes) agreed as payable remuneration/fees/charges for services/commission/brokerage to the said Registered Real Estate Agent shall be paid by the promoter/allottee/both as the case may be in accordance with agreed terms of payment
22. THE Purchaser shall be responsible for additional municipal taxes that may be levied by reason of the user of any permitted tenancy or leave and license agreement in respect of the premises allotted to the purchaser.
23. IT is hereby agreed that the Developer / Promoter shall be at liberty to amalgamate and / or combine one or more plots of land adjacent to the said land and get the plan of the proposed building/s to be constructed on the land so amalgamated / combined sanctioned from the planning authority and in such event form and get registered cooperative housing society of all the flats / shops / offices / units purchasers in the said buildings and the Purchaser herein shall not, in any manner object the said right of the Developer / Promoter. It is further agreed that in such event (purchasers of the adjacent land for the purpose of development) the Developer / Promoter shall be at liberty and / or entitled to grant a right of way from or through the said land for approaching (or of the better approach) to the adjacent lands those would be acquired with a view to developing them and The Promoter shall obtain the prior consent of the Purchasers
24. The Purchaser/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 Developer / Promoter to the Purchaser/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 Developer / 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.

25. The Developer / Promoter have brought to the clear notice and knowledge of the Purchaser that during the course of construction, the Developer / Promoter may seek and obtain financial assistance and cash credit facilities from any banks or financial institution and the Purchaser shall not raise any objection or obstruction to such creation of charge, mortgage and raising the finance by the Developer / Promoter. The Developer / Promoter agree and undertake such charge, mortgage shall be cleared by the Developer / Promoter as per the rules and regulations of the said bank and the Developer / Promoter shall obtain necessary consent and no objection for sale and transfer of the flats / shops / offices units premises as intended to be acquired by the Purchaser under this present from such bank or financial institutions so as to effectuate the legal and perfect transfer of the said premises in favour of the Purchaser herein, and the Developer / Promoter further declare that they shall all material times clear the said charge, mortgage of the said bank and shall deduce clear and marketable title to the said premises and the said entire property.

26. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Developer / 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 mentiond

27. **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 who has taken or agreed to take such [Apartment/plot].

28. The Developer / Promoter has disclosed and brought to the knowledge of the Purchaser that during the course of construction the Developer / Promoter intends to avail Transferable Development Rights, Staircase Floor Space Index, increases and incentives in Floor Space Index as per the Development Control Regulations by paying requisite premium and charges and availing such additions and increases in the floor space index to be used, utilized and consumed on the Building/s during the course of construction and accordingly due to availability of such increases and incentives in floor space index from time to time on all permitted grounds under the provisions of development control regulations, the Developer / Promoter have intended to have additional sanction and / or revisions and modifications in the sanctioned plans as may be permitted by the Mumbai Metropolitan Region Development Authority or such Concerned Authority from time to time. The promoter further states that they shall obtain prior consent of the purchasers for the above changes.

29. The Developer / Promoter has clearly brought to the notice and knowledge of the Purchaser that there will be changes, modifications, further expansions, amalgamation of the adjacent lands in the scheme of construction and its present and future course of the scheme of development on the said property and / or the adjacent property in the manner herein recited. The promoter further states that they shall obtain prior consent of the purchasers for the above changes.

30. **BINDING EFFECT**

Forwarding this Agreement to the Purchaser by the Developer / Promoter does

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

31. **ENTIRE AGREEMENT**

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

32. **RIGHT TO AMEND**

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

33. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS**

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

34. **SEVERABILITY**

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

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

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

36. **FURTHER ASSURANCES**

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

pursuant to any such transaction.

37. **PLACE OF EXECUTION**

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

38. The Purchaser and/or Developer / 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 Developer / Promoter will attend such office and admit execution thereof.

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

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

40. **JOINT PURCHASERS**

That in case there are Joint Purchasers all communications shall be sent by the Developer / Promoter to the Purchaser 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 Purchasers.

41. **Stamp Duty and Registration and statutory taxes and levies:** - The charges towards stamp duty and Registration of this Agreement as well as statutory government, Semi-Government taxes and levies, service tax, goods and service tax, value added tax and all other direct and indirect taxes shall be borne by the Purchaser alone.

42. **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.

43. **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 Courts at Bhiwandi-Dist. Thane will have the jurisdiction for this Agreement

44. The name of the Project and building shall be “\_\_\_\_\_” and this name shall not be changed without the written consent of the Developer / Promoter. The name of Society / association / Company shall also be decided by the Developer / Promoter at their discretion.

45. It is hereby made clear that furniture lay out, colour scheme elevation treatment, trees garden lawns etc. shown on the pamphlet and literature area shown only to give overall idea to the Purchaser and the same are not agreed to be provided by the Developer / Promoter unless specifically mentioned and agreed in this agreement. The Developer / Promoter reserves the right to make changes in Elevations, Designs, and Colures of all the materials to be used at his sole discretion. In all these matters the decision of the Developer / Promoter are final and it is binding on the

**Purchaser/s.**

46. This agreement shall, to the extent they are statutory, always be subject to the provisions contained in Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under and any other provisions of Law Applicable thereto.

**FIRST SCHEDULE**

(Description of the larger property)

All that piece and parcel of land bearing Survey No. 185 H. No. 20/E admeasuring about 1130 sq. mtrs. situated at Village Kon, Tal. Bhiwandi, Dist. Thane within the Registration District Thane and Sub-District of Bhiwandi and bounded as follows: -

on or towards East: Property of Mr Khare

on or towards West: 12-meter Gram panchayat Road

on or towards South: Gram panchayat Road

on or towards North: Property of Patel

**SECOND SCHEDULE**

(Description of the Premises / Unit sold hereunder)

**Flat. \_\_\_ on \_\_\_ Floor admeasuring \_\_\_ sq.mt. Carpet Area+ Enclosed Balcony Area \_\_\_ Sq.mtr in t h e Wing of Building known as “KALYAN ELITE” situated on the property as mentioned in the first schedule.**

Annexure A:-

Annexure B:-

Annexure C:-

Annexure D:-

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

SIGNED & DELIVERED

by the within named

**Developer / Promoter**

**M/S. KALYAN BUILDCON**

through its Partner

\_\_\_\_\_

\_\_\_\_\_

SIGNED & DELIVERED

by the within named

**Purchaser/s**

\_\_\_\_\_

WITNESS:

1. Name: \_\_\_\_\_

2. Name: \_\_\_\_\_

**RECEIPT**

Received a sum of **Rs.** \_\_\_\_\_/- (**Rupees** \_\_\_\_\_ **only**)  
prior to execution of this agreement in the following manner

Cheque No.	Amount	Bank

from the purchaser herein as and by way of part payment of the sale consideration of the premises agreed to be sold by the Developer / Promoter to the Purchaser as advance payment or Application Fee.

I/We say received

Date : \_\_\_\_\_

Housiey.com

**Annexure E****“LIST OF AMENITIES”**

Flooring	Living/ dining, bedroom& passage :2'0" x 2'0"Vitrified tiles
	Kitchen :- Standard vitrified tile flooring
	Toilets : Standard quality vitrified floor tiles
CP & Sanitary	Standard branded quality CP fittings
Floor to Floor	9'6"
Kitchen Finishes	Granite Platform, and stainless steel sink
Key highlight of	Dry Balcony in Kitchen
Security	a. CCTV monitoring of entrance lobby
	b. Intercom
Floor Lobby	Standard quality vitrified tiles
Entrance Lobby	Stylish entrance lobby with vitrified flooring
Elevator	Automatic high speed elevators with safety features
Windows	Aluminium Sliding Windows
Doors	Laminated flush doors
Communication	Provision for one telephone point/internet/TV in each apartment
FINISH	Gypsum finished with Standard quality paint for internal walls
Electrical	Branded switches and safety MCBs with polycab wiring at ample points