

Ground Plus _____

Ward No. _____

Flat/Unit No. _____ Floor _____ in Tower/Wing A/B

in the Project to be known as “**SHELAR SUPREMUS**”

Area _____ Sq. Meters (RERA Carpet)

Market Value Rs. _____/-

Actual Value Rs. _____/-

AGREEMENT FOR SALE

THIS ARTICLE OF AGREEMENT MADE AT VILLAGE KALYAN

ON THIS _____ DAY OF _____ 2025

B E T W E E N

M/s SHELAR REALTY, a partnership firm, (PAN NO. AFCFS4957D), presently having its Office at Shelar Park, Khadakpada Chowk, Kalyan (W), Taluka Kalyan, Dist. Thane - 421301, email address : _____@gmail.com, hereinafter called and referred to as “**PROMOTER**” (which expression shall unless it be repugnant to the context or meaning thereof mean and include partners constituting the said firm for the time being and their/his/her heirs, executors, administrators and assigns) being the PARTY OF THE FIRST PART.

A N D

Mr/Mrs _____

Pan No. _____

Email address _____

aged about _____ years, occupation Service/Business

Mr/Mrs _____

Pan No. _____

Email address _____

aged about _____ years, occupation Service/Business

both residing at _____

hereinafter called and referred to as the “**ALLOTTEE/S**” (Which expression shall unless it be repugnant to the context or meaning thereof mean and include survivor of them his / her / their heirs, executors, administrators and assigns) being the PARTY OF THE SECOND PART.

WHEREAS Promoter herein are owners and/or otherwise well and sufficiently entitled to all those pieces and parcels of Non-agricultural land lying, being and situated at Village Kalyan, Taluka Kalyan, Dist. Thane bearing :

Survey No.	Hissa No.	Total Area (sq. meters)
85	3	500
86	2/1	2715
86	2/3	4485

and within the limits of the Kalyan Dombivli Municipal Corporation and within the Jurisdiction of Registration District Thane, Sub-Registration District Kalyan, hereinafter abovesaid entire properties are collectively called and referred to as "**Said Property**" and is more particularly described in the FIRST SCHEDULE hereunder written ;

AND WHEREAS Conversion Tax and Non Agricultural Assessment in respect of said property is paid and necessary Sanad is obtained for converting said property to Non-agricultural use under order bearing No. Mahasul/K-1/T-2/Jaminbab/Sanad/SR-273/2023 dated 28.11.2023 ;

AND WHEREAS by and under Deed of Conveyance dated 30.01.2025, registered at the office of Sub-Registrar of Assurances at Kalyan-2 under Sr. No. 1907/2025 dated 04.02.2025 made and executed between Mr. Bhushan Atmaram Shelar alias Beturkar and Others as the "Owners" and Promoter herein, therein called and referred to as the "Purchasers", the Promoter herein purchased property bearing Survey No. 85 Hissa No. 3 admeasuring 500 sq. meters and Survey No. 86 Hissa No. 2/3 admeasuring 4485 sq. meters from said property absolutely and forever from said Mr. Bhushan Atmaram Shelar alias Beturkar and Others i.e. then owners of said survey numbers at and for the consideration mentioned therein and same are mutated in the name of Promoter herein as is evidenced by Mutation Entry No. 5041 dated 07.02.2025;

AND WHEREAS by and under Deed of Conveyance dated 30.01.2025, registered at the office of Sub-Registrar of Assurances at Kalyan-2 under Sr. No. 1909/2025 dated 04.02.2025 made and executed between Mr. Bhushan Atmaram Shelar alias Beturkar and Others as the "Owners" and Promoter herein, therein called and referred to as the "Purchasers", the Promoter herein purchased property bearing Survey No. 86 Hissa No. 2/1 admeasuring 2715 sq. meters from said property absolutely and forever from said Mr. Bhushan Atmaram Shelar alias Beturkar and Others i.e. then owners of said survey number at and for the consideration mentioned therein and same is mutated in the name of Promoter herein as is evidenced by Mutation Entry No. 5042 dated 07.02.2025 ;

AND WHEREAS Promoter herein submitted building plans with Kalyan Dombivli Municipal Corporation and obtained building permission from Kalyan Dombivli Municipal Corporation under building permission No.KDMC/TPD/ BP/KD/ 2024-25/38 dated 05.03.2025 and as per said building permission buildings viz. Building (Commercial), Building Tower/Wing A (Residential), Building Tower/Wing B (Residential) and Club House are sanctioned on said property viz.

Building - (Commercial) Ground Floor plus First Floor to Fifth Floor

Building Tower/Wing A - Ground (part), Stilt (part) plus First to Third Floor Podium plus Fourth Floor to Thirteenth Floor (Residential),

Building Tower/Wing B - Ground (part), Stilt (part) plus First to Third Floor Podium plus Fourth Floor to Twelfth Floor (Residential),

Club House - Ground Floor plus First Floor.

AND WHEREAS as per sanctioned plans and permissions Promoter have proposed project on said property to be known as “**SHELAR SUPREMUS**” consisting of Two Buildings viz. Building Tower/wing A and Building Tower/Wing B, hereinafter called and referred to as “**said project**” ;

AND WHEREAS the Promoter is entitled and enjoined upon to construct buildings on the said property in accordance with the recitals mentioned hereinabove ;

AND WHEREAS the Promoter herein is in possession of the said property ;

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect **VITAN CONSULTANTS, KALYAN** registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects ;

AND WHEREAS the Promoter has appointed **PENTACON STRUCTURAL CONSULTANTS PRIVATE LIMITED, THANE** as structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoters accepts the professional supervision of the Architect and the structural Engineer till the completion of the buildings ;

AND WHEREAS as recited hereinabove, the Promoters are entitled to develop the said property and carry out the construction of the proposed buildings at their own costs and expenses and to dispose of the Flats/Units to be constructed in the said project on what is more popularly known as on ownership basis and to enter into agreements with the allottee/s and to receive the sale price in respect thereof and upon such disposal of the Flats/Units to convey an area as stated herein below from said property together with the building Tower/Wing A and Tower/Wing B constructed thereon in favour of the co-operative housing society of all those several persons acquiring the respective Flats/Units in the said building Tower/Wing A and Tower/Wing B subject to terms, conditions, facts and circumstances as mentioned in these presents ;

AND WHEREAS the Promoter have accordingly commenced construction of the said building Tower/Wing A and Tower/Wing B as per sanctioned plans and permissions and expressed their intention to dispose off the Flats/

Units in the proposed project to be known as “**SHELAR SUPREMUS**” consisting of Building Tower/Wing A and Tower/Wing B ;

AND WHEREAS Allottee/s herein shown his/her/their willingness to purchase flat/unit in said project to be known as “**SHELAR SUPREMUS**” and accordingly the Allottee/s has/have applied to the Promoters for allotment of an Flat/Unit No. _____ on _____ floor admeasuring _____ Sq. Meters (RERA Carpet) in Tower/Wing A/ B in the Project to be known as "**SHELAR SUPREMUS** " being constructed on said property ;

AND WHEREAS the Promoters have specifically brought to the notice and clarified to Allottees/s the scheme of development of said property envisaged by the Promoter and Allottees/s has agreed for the same and/or consented for same :

- a. That said property is owned by Promoters herein and being owners of said property are well and sufficiently entitled to develop the same as per sanctioned plans and permissions,
- b. That at present said building/s to be constructed on said property consist of :

Building Tower/Wing A - Ground (part), Stilt (part) plus First, Second and Third Floor (part) Podium plus Third Floor (part) to Thirteenth Floor (Residential),

Building Tower/Wing B - Ground (part), Stilt (part) plus First, Second and Third Floor (part) Podium plus Third Floor (part) to Twelfth Floor (Residential),

That in near future, Promoters are going to use T.D.R., F.S.I. by payment of premium, ancillary FSI etc. in/on said buildings and accordingly as per revised permission the upper floors on said Buildings will be sanctioned and said buildings will be as under :

Building Tower/Wing A - Ground (part), Stilt (part) plus First, Second and Third Floor (part) Podium plus Third Floor (part) to Thirtieth Floor (Residential) or more upper floors,

Building Tower/Wing B - Ground (part), Stilt (part) plus First, Second and Third Floor (part) Podium plus Third Floor (part) to Thirtieth Floor (Residential) or more upper floors,

- c. That Ground, First and Second Floor shall be Podium Parking in ~~Commercial~~ Residential Building and habitable floor shall be from Third Floor,
- d. That Commercial building on said property of Ground plus Five Floors (Commercial) will not form part of said project and same shall be exclusive property of Promoters herein and they shall be

entitled to use, enjoy and hold, transfer, grant on lease and/or license the same for their exclusive use and benefits.

- e. That Promoter have reserved their rights to amalgamate said property with adjacent properties and to obtain revised building permission and such proposed buildings and building on adjacent property i.e. both building on amalgamated property will form part of one complex.
- f. That Promoters have obtained Environmental Clearance for project and all the flat purchasers in the building shall be responsible to follow all necessary norms and procedure as mentioned in environment clearance order.
- g. That from total area of said property i.e. 7700 sq. meters an area admeasuring 150 sq. meters is under 6 Meter Wide Road, area admeasuring 205.12 sq. meters is under 15 Meter and 18 Meter Wide D.P. Road, area under Plot B is 115.88 sq. meters, area not in possession is 70.06 sq. meters and an area admeasuring approximately 1080 sq. meters is of Commercial Building and accordingly area for residential development is approximately 6078.94 sq. meters, which will be conveyed to society, formed of the occupants of residential building alongwith building standing thereon. That if abovesaid areas vary in future, then as per the position at the time of obtaining completion certificate, the conveyance will be executed in favour of society formed of residential flat holders.
- h. That Club House will be constructed at last on completion of construction of residential and commercial building.
- i. That Promoters herein have further specifically brought to the notice of Allottee/s herein that all the common areas, facilities will be for the benefit and enjoyment of both the Tower/Wing A and Tower/Wing B of Project **SHELAR SUPREMUS**.
- j. Allottee/s do not have any right to challenge the quality and strength of construction work at any time, as Promoter have appointed reputed R.C.C. Consultants and Architects on Project.
- k. That Promoters have reserved their rights to avail construction finance for the project from any Bank, financial institution for effectual carrying out and completing project on set timeline.

AND WHEREAS allottee/s herein by understanding and agreeing to abovesaid facts/matters/things granted his/her/their consent for the same and on being agreeing to other terms and conditions mentioned in this agreement and further agreeing not to object development of said property and/or raise any objection whatsoever in future, the Promoter have accepted the said offer made by the allottee/s and agreed to sell him/her/them Flat/Unit by becoming member / share holder / constituent of the proposed cooperative society and the Allottee/s shall pay to the Promoter Rs. _____/- (Rupees _____ only) as the agreed lumpsum price / consideration in respect of the said Flat/Unit No. _____ on _____ floor admeasuring _____ Sq. Meters (RERA Carpet) in Tower/Wing A / Tower/Wing B in the Project to be known as "**SHELAR SUPREMUS** ", hereinafter for the sake of

brevity called and referred to as the "**Said Premises**" allotted to the allottee/s and shown and marked accordingly on the floor plan annexed hereto. The abovesaid lumpsum consideration includes proportionate price of the common areas and facilities appurtenant to the premises ;

AND WHEREAS the allottee/s has/have seen the site of said buildings/ Towers/Wings and the work of construction of the said buildings/ Towers/Wings being in progress and is satisfied with the quality of the work and has approved the same ;

AND WHEREAS the carpet area of the said premises 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 premises for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said premises for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the said premises.

AND WHEREAS on demand from the allottee/s, the Promoters has given inspection to the Allottee/s of all the documents of title relating to the said property and the plans, designs and specifications prepared by the Promoters' abovenamed Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder ;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoters, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoters to the said property on which the Flats/units are constructed or are to be constructed have been annexed hereto ;

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto ;

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoters and according to which the construction of the buildings/ Tower/Wings and open spaces are proposed to be provided for on the said property have been annexed hereto ;

AND WHEREAS the authenticated copies of the plans and specifications of the said premises agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed hereto ;

AND WHEREAS the Allottee/s has/have accepted the title of the owners to the said property as shown in the records of rights in respect thereof and the documents referred to hereinabove ;

AND WHEREAS the Promoters have got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said buildings/ Towers/Wings 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 Buildings/ Towers/Wings ;

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 Promoters while developing the said property and the said buildings/ Towers/Wings and upon due observance and performance of which only the completion or occupancy certificate in respect of the said buildings/ Towers/Wings shall be granted by the concerned local authority ;

AND WHEREAS the Promoters has registered the Project under the provisions of Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at Mumbai bearing No. _____;

AND WHEREAS, prior to the execution of these presents the Allottee/s has/have paid to the Promoters a sum of Rs. _____/- (Rupees _____ Only) being part payment of the sale consideration of the said premises agreed to be sold by the Promoters to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoters doth hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing ;

AND WHEREAS, under section 13 of the said Act the Promoters are required to execute a written Agreement for sale of said premises with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908 ;

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

1. THE Promoters have started construction and shall construct the buildings/Tower/Wings on the said property in accordance with the plans, design specifications approved by the concerned local authority and which have been seen and approved by the allottee/s with only such variation and modification as the Promoters may consider necessary or as may be required by the municipal authorities to be made in them or any of them for which the allottee/s hereby gives consent. PROVIDED FURTHER that the Promoters are entitled to carry out development of the said Property to the fullest extent and utilize entire development potential in respect of the said Property by utilising entire FSI, Additional FSI, T.D.R., Premium FSI, Ancillary FSI or any other development potential in respect of the said Property on payment

of premium or otherwise by constructing the said Buildings/ Tower/Wings on the said Property with such alterations and/or additions and/or modifications as they may desire and obtain revised building permissions for said purpose.

Provided that the Promoters shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the said premises 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 Promoter and the Promoter hereby agrees to sell to Allottee/s the said Flat/Unit bearing No. _____ on _____ floor admeasuring _____ Sq. Meters (RERA Carpet) in Tower/Wing A / Tower/Wing B in the Project to be known as "SHELAR SUPREMUS " and as shown on the floor plan hereto annexed hereinafter called and referred to as "**said premises**" for the Lumpsum price/consideration of Rs. _____/- (Rupees _____ Only), the abovesaid lumpsum consideration includes 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.

That said premises will have Balcony of _____ sq. meters, which will be for exclusive use and benefit of said premises.

(ii) The Allottee/s hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee/s garage bearing Nos _____ admeasuring _____ sq. ft. having _____ ft. length x _____ ft. breadth x _____ ft. vertical clearance and situated at Basement and/or stilt and /or podium being constructed in the layout for the consideration of Rs. _____/- (Rupees _____ Only).

(iii) The Allottee/s hereby agrees to purchase from the Promoter/s and the Promoter/s hereby agrees to sell to the Allottee/s covered parking spaces bearing Nos _____ admeasuring _____ sq. ft. having _____ ft. length x _____ ft. breadth x _____ ft. vertical clearance and situated at Basement and/or stilt and /or podium being constructed in the layout for the consideration of Rs. _____/- (Rupees _____ Only).

OR

(iii) The Allottee has requested to the Promoter for allotment of an open parking space and the Promoter hereby agrees to allot to the Allottee an open parking space bearing no. _____, admeasuring _____ Sq. Ft., having _____ ft. length x _____ ft. breadth, without consideration.

1(b) The total aggregate consideration amount for the said premises including garages/covered parking spaces is thus Rs. _____/- (Rupees _____ Only).

1(c) The Allottee/s hereby agrees to pay to the Promoters the aforesaid consideration / price as per Payment Schedule as attached hereto and marked as **Schedule "A"**. The same shall form part of present agreement.

"Time shall be the essence of contract" for all payments/deposits to be made by the allottee/s under this Agreement and at law. The allottee/s hereby agree and

undertake to pay each and every installment within 15 (fifteen) days of the respective due dates as per schedule mentioned hereinabove.

Without prejudice to the above, if the allottee/s fails to make the payment within a period of 15 days mentioned in the demand letters/emails, then and in such an event, the allottee/s agrees to pay to the Promoter interest on all the amounts outstanding under the terms of this Agreement at the rate of the State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum and for continued default beyond 30 days penal interest at the rate of 6% p.a. over and above the State Bank of India PLR plus 2%.

Provided that, payment of interest shall not save the termination of this agreement, as provided hereunder, by the Promoter on account of any default/ breach committed by the allottee/s in payment of any outstanding amount and/or on account of any default/breach committed by the allottee/s of any of the terms and conditions herein contained. It is specifically agreed that the amount received by Promoter will be first appropriated towards interest receivable by the Promoter.

The allottee/s is/are aware that the allottee/s has/have to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Promoters. Further, the Purchaser shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

The allottee/s further agrees and undertakes that if the allottee/s fails and/or neglects to deduct the tax at source or fails to pay the same after deduction, the allottee/s alone shall be deemed to be an assessee in default in respect of such tax and the Promoters shall not be liable for any statutory obligations / liability for non-payment of such TDS.

Payment will be assumed to be received by allottee/s on the date on which it is credited to the account of Promoter.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST, Value Added Tax, Service 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 Promoter) up to the date of handing over the possession of the said premises.

It is agreed and understood by and between parties that ALL costs, charges and expenses, penalties, Sales-Tax, service tax. VAT, GST, LBT and if any taxes, cesses imposed in future, in connection with the present transaction

shall be borne and paid by allottee/s and will pay to Promoters as and when demanded.

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

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ _____% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building/s is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

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

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 said premises to the Allottee/s and the common areas to the Co-operative Housing Society or association of the allottee/s 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 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 Promoter as provided in payment schedule mentioned hereinabove.

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the said property is _____ square meters only and 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 Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the said property in the said Project and Allottee has agreed to purchase the said premises 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 said premises to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement.

Provided that, Promoter shall give notice of 15 (Fifteen) days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the allottee/s, (subject to adjustment and recovery of liquidated damages and or any other amount which may be payable to Promoter), within a period of 30 (Thirty) days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

Liquidated damages shall mean and include that the promoter shall forfeit 20% of the total amount of sale consideration of said premises and refund the balance amount subject to execution and registration of Deed of cancellation by allottee/s of present agreement for sale.

If allottee/s failed to execute Deed of cancellation then in such case termination shall be through notice and in such case liquidated damages shall

be 50 % of amount of sale consideration paid by allottee/s to Promoters and in case of termination by notice, there shall not be any need to execute the Deed of Cancellation and/or to obtain order/judgment from Court for cancellation of this agreement. Further, the Promoter shall not be liable to reimburse to the allottee/s any Government Charges such as stamp duty, registration charges, Service Tax, VAT GST etc. Upon the termination of this agreement, under this clause, the Promoter shall be at liberty to sell the said premises to any other person of their choice at such price as the Promoter may deem fit and the allottee/s shall not object to the same.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the said premises are set out in Annexure, annexed hereto.

6. The Promoter shall give possession of the said premises to the Allottee on or before _____. If the Promoter fails or neglects to give possession of the said premises to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the said premises with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

- (i) war, civil commotion or act of God,
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the said premises, to the Allottee in terms of this Agreement to be taken within 3 (Three) months from the date of issue of such notice and the Promoter shall give possession of the said premises to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the said premises within 15 (Fifteen) days of the written notice from the promoter to the Allottee intimating that the said premises is ready for use and occupancy.

7.3 Failure of Allottee to take Possession of said premises : Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the said premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this

Agreement, and the Promoter shall give possession of the said premises to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of 5 (Five) years from the date of handing over the said premises to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said premises or the building in which the said premises is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

Provided that if, Allottee/s has/have made holes, drilled to interior and/or external walls, chajjas etc nailed while doing interior work or fixing grills or cause damaged to structure, walls in any manner whatsoever then in such case Promoter shall not be liable and responsible for rectifying such defects and/or paying any compensation to allottee/s and/or other purchaser/s in building.

8. The Allottee shall use the said premises or any part thereof or permit the same to be used only for purpose, as sanctioned in sanctioned plan. Allottee/s shall use the garage or parking space only for purpose of keeping or parking vehicle.

8.1 The Promoter have specifically brought to the notice and clarified to Allottees/s that :

- a. That said property is owned by Promoters herein and being owners of said property are well and sufficiently entitled to develop the same as per sanctioned plans and permissions,
- b. That at present said building/s to be constructed on said property consist of :

Building Tower/Wing A - Ground (part), Stilt (part) plus First, Second and Third Floor (part) Podium plus Third Floor (part) to Thirteenth Floor (Residential),

Building Tower/Wing B - Ground (part), Stilt (part) plus First, Second and Third Floor (part) Podium plus Third Floor (part) to Twelfth Floor (Residential),

That in near future, Promoters are going to use T.D.R., F.S.I. by payment of premium, ancillary FSI etc. in/on said buildings and accordingly as per revised permission the upper floors on said Buildings will be sanctioned and said buildings will be as under :

Building Tower/Wing A - Ground (part), Stilt (part) plus First, Second and Third Floor (part) Podium plus Third Floor (part) to Thirtieth Floor (Residential) or more upper floors,

Building Tower/Wing B - Ground (part), Stilt (part) plus First, Second and Third Floor (part) Podium plus Third Floor (part) to Thirtieth Floor (Residential) or more upper floors,

- c. That Ground, First and Second Floor shall be Podium Parking in Residential-Building and habitable floor shall be from Third Floor,
- d. That Commercial building on said property of Ground plus Five Floors (Commercial) will not form part of said project and same shall be exclusive property of Promoters herein and they shall be entitled to use, enjoy and hold, transfer, grant on lease and/or license the same for their exclusive use and benefits.
- e. That Promoter have reserved their rights to amalgamate said property with adjacent properties and to obtain revised building permission and such proposed buildings and building on adjacent property i.e. both building on amalgamated property will form part of one complex.
- f. That Promoters have obtained Environmental Clearance for project and all the flat purchasers in the building shall be responsible to follow all necessary norms and procedure as mentioned in environment clearance order.
- g. That from total area of said property i.e. 7700 sq. meters an area admeasuring 150 sq. meters is under 6 Meter Wide Road, area admeasuring 205.12 sq. meters is under 15 Meter and 18 Meter Wide D.P. Road, area under Plot B is 115.88 sq. meters, area not in possession is 70.06 sq. meters and an area admeasuring approximately 1080 sq. meters is of Commercial Building and accordingly area for residential development is approximately 6078.94 sq. meters, which will be conveyed to society, formed of the occupants of residential building alongwith building standing thereon. That if abovesaid areas vary in future, then as per the position at the time of obtaining completion certificate, the conveyance will be executed in favour of society formed of residential flat holders.
- h. That Club House will be constructed at last on completion of construction of residential and commercial building.
- i. That Promoters herein have further specifically brought to the notice of Allottee/s herein that all the common areas, facilities will be for the benefit and enjoyment of both the Tower/Wing A and Tower/Wing B of Project **SHELAR SUPREMUS**.
- j. Allottee/s do not have any right to challenge the quality and strength of construction work at any time, as Promoter have appointed reputed R.C.C. Consultants and Architects on Project.
- k. That Promoters have reserved their rights to avail construction finance for the project from any Bank, financial institution for effectual carrying out and completing project on set timeline.

That Allottee/s has/have given his/her consent for same and express no objection for same.

9. PERIOD AGREED BETWEEN THE PARTIES FOR CONVEYANCE:

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

The Promoter shall, within three months of registration or receipt of Occupancy Certificate of the Federation/apex body of the Societies or Limited Company, as aforesaid, initiate the transfer to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building Tower/Wing A and Tower/Wing B will be/are constructed.

10. Within 15 days after notice in writing is given by the Promoter to the Allottee that the said premises is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said premises) of outgoings in respect of the said property 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 property and building/s. Until the Society or Limited Company is formed and the said structure of the building Tower/Wing A and Tower/Wing B 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 share is so determined the Allottee/s shall pay to the Promoters provisional monthly contribution of Rs. _____/- (Rupees _____ Only) per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoters shall not carry any interest and remain with the Promoters until a conveyance/assignment of lease of the structure of the Tower/Wing A and Tower/Wing B 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 Tower/Wing A and Tower/Wing B the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Society or the Limited Company, as the case may be.

11. The Allottee/s shall on or before delivery of possession of the said premises keep deposited with the Promoters, the following amounts :-

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

(ii) Rs. _____/- (Rupees _____ Only) for formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) Rs. _____/- (Rupees _____ Only) for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body.

(iv) Rs. _____/- (Rupees _____ Only) for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

(v) Rs. _____/- (Rupees _____ Only) for Deposit towards Water, Electric, and other utility and services connection charges and

(vi) Rs. _____/- (Rupees _____ Only) for deposits of electrical receiving and Sub Station provided in Layout.

12. The Allottee shall pay to the Promoter a sum of Rs. _____/- (Rupees _____ Only) 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 byelaws and the cost of preparing and engrossing the conveyance or assignment of lease.

13. At the time of registration of conveyance or Lease of the structure of the Tower/Wing A and Tower/Wing B, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the Tower/Wing A and Tower/Wing B of the building. At the time of registration of conveyance or Lease of the abovesaid area from said property, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company or Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of abovesaid area from said property to be executed in favour of the Society or Limited Company or Apex Body or Federation.

It is agreed that unless and until the Purchasers of various flats / units in the said Tower/Wing A and Tower/Wing B pay the proportionate amount of stamp duty, registration charges and legal fees, if any, and till all the Flats/Units are not sold in the said buildings/Towers/Wings and consideration thereof have received, the Promoter shall not be obliged to execute or cause to be executed the final deed of conveyance in favour of the co-operative housing society / Limited Company.

14. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The owners of said property i.e. Promoter has clear and marketable title with respect to the said property; as declared in the title report annexed to this agreement and have the requisite rights to carry out development upon the said property and also has actual, physical and legal possession of the said property 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 said property 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 said property 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, said property and said buildings/ Tower/Wings are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, said property and said building/ Tower/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, said property, Buildings/ Tower/Wings and common areas;

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said property, including the Project and the said premises which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said premises to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure of Tower/Wing A and Tower/Wing B to the society or association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the society or Association of the Allottees;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the said property and/or the Project except those disclosed in the title report.

15. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the said premises may come, hereby covenants with the Promoter as follows :-

i. To maintain the said premises at the Allottee's own cost in good and tenable repair and condition from the date that of possession of the said premises is taken and shall not do or suffer to be done anything in or to the building in which the said 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 said premises is situated and the said 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, lifts of the building in which the said 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 said premises on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the said premises is situated or the said premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences

thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the said 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 said premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said premises is situated and shall keep the portion, sewers, drains and pipes in the said 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 said 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 said premises without the prior written permission of the Promoter and/or the Society or the Limited Company.

Not to do holes or changes in materials and colour on the exterior walls and chajjas of the premises. Not to fix grills outside the windows. Not to change in external elevation by changing the windows and railing or keeping pots, boards and objects outside the windows or in any other manner whatsoever.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building in which the said 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 said property and the building in which the said premises is situated.

vii. Pay to the Promoter within 15 (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 said 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 said premises by the Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said premises until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats/ units therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/ Federation regarding the occupancy and use of the said 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 said premises is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of abovesaid area from said property on which the Tower/Wing A and/or Tower/Wing B in which said premises is situated is executed in favour of Society or Limited Company or Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said property or any part thereof to view and examine the state and condition thereof.

16. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

17A. In case the transaction being executed by this agreement between the promoter and the allottee is facilitated by a Registered Real Estate Agent, all amounts (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 the agreed terms of payment.

17. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said property and building or any part thereof. The Allottee shall have no claim save and except in respect of the said premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the Tower/Wing A and Tower/Wing B and abovesaid area from said property is transferred to the Society/Limited Company or other body or Apex Body /Federation as hereinbefore mentioned.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said premises 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 said premises.

Notwithstanding anything contained above, the Promoter herein shall have full right, absolute authority and shall be entitled to 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/s or any part thereof, including for the purpose of raising finance, monies for the development of the said property or otherwise, subject to the rights of the allottee/s under this agreement in respect of said premises.

19. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums

deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

20. 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.

21. RIGHT TO AMEND

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees/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.

23. 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.

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

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

25. 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.

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

27. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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

It shall be the duty of the Allottee 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, as the case may be.

29. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

30. IT is further mutually agreed and understood by and between parties as follows :

i. IN case any security deposit is demanded by the concerned local authorities or government for the purpose of giving water, electricity or any other services connection to the said building, such deposit shall be payable by the allottee/s along with the other Purchasers of the said buildings/Towers/Wings. The allottee/s agrees to pay to the Promoter within 7 (Seven) days of demand the allottee/s' share of such amount of deposit. The allottee/s also agrees to contribute proportionate expenses for transformer etc., if insisted by M.S.E.B. charges and penalties leviable by the concerned planning authority in connection with the enclosing of balconies or otlas.

ii. THE development and/or betterment charges or other taxes levied by the concerned local authority, Government and/or any other public authority in respect of the said property and/or building, shall be borne and paid by the allottee/s along with all the Purchasers of flats/units in said building in proportion to the floor area of their respective premises.

iii. THE allottee/s and/or the Promoter shall from time to time sign all applications, papers and documents and do all such acts, deeds and things as the Promoter and/or the Society may require for safe-guarding the interest of the Promoter and/or the Allottee/s and the other Purchasers of the flats/units in the said building.

iv. NOTHING contained in this agreement is intended to be nor shall the same be constructed as a grant, demise or assignment in law of the said property and building or any part thereof. The allottee/s shall have no claim, save and expect in respect of the said premises hereby agreed to be sold to him / her and all open spaces, parking spaces, stilts, lobbies, staircases, terraces, recreation space etc., will remain the property of the Promoter until abovesaid area from said property and the said Tower/Wing A and Tower/Wing B is conveyed to the co-operative society/limited company as herein before mentioned.

v. ANY delay tolerated or indulgence shown by the Promoter in enforcing the terms of this agreement or any forbearance or giving of time to the allottee/s by the Promoter shall not be constructed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the allottee/s nor shall the same in any manner prejudice the rights of the Promoter.

vi. IT is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace flat in the said buildings/ Towers/Wings, if any, shall be exclusively to the respective Purchasers of the terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace Flat Purchaser/s. The said terrace shall not be enclosed by the Purchaser/s till the permission in writing is obtained from the concerned local authority and the Promoter or the society.

vii. a) The Promoter shall be entitled to transfer, assign, dispose off and/or sell in any manner he / she deem proper the terrace, etc., to anybody. The allottee/s along with the other Purchasers will not raise any objection of whatsoever nature. The open spaces shall always be the property of the Promoter and the Promoter shall have full right and absolute authority to enclose the said stilt area of said building, if permitted by local body / Planning Authority and further shall have the right to sell the same to any prospective purchaser/s for exclusive use and benefit of such purchaser.

b) The Promoter shall become the member of the society in respect of its rights and benefits concerned above. If the Promoter transfers, assigns and disposes of such rights and benefits at any time to anybody, the assignee / transferee shall become the member of the society and/or the Apartment Owner's Association in respect of the said rights and benefits. The allottee/s will not have any objection to admit such assignee or transferee as the member/s of the Society.

c) The allottee/s agrees that he / she along with the other Purchasers of the flats/ units will not charge anything from the Promoter or their nominee or nominees or transferee any

amount by way of monthly maintenance charges or any other charges or outgoings for the use of such terrace, compound walls, display of advertisement or hoardings etc., for the purpose mentioned hereinabove.

viii. THE allottee/s shall not claim any deduction in the cost of his / her flat/unit on account of deletion of any item of construction as per the requirements of the allottee/s in his / her flat.

ix. THE Promoter shall have the right to make additions and/or alterations and raise or put up additional structures, as may be **permitted by concerned authorities** on the terrace or the said property and/or grant right of way from the said property for development of any other property. If any portion of the said property is acquired or notified to be acquired by the Government or any other Public body or authority, the Promoter shall be entitled to receive all the benefits in respect thereof and/or compensatory FSI or all other benefits which may be permitted in lieu thereof. It is further specifically brought to the notice of the allottee/s that the Promoter have reserved their right to obtain the Transferable Development Rights (T.D.R.) from other sources to be used and utilised on the said property and if such further T.D.R. is availed and put to consumption on the said building in accordance with the sanctioned plans and permissions from the municipal authorities, the allottee/s herein shall have no objection of such utilisation of the T.D.R. and construction of additional floor space.

x. TILL a conveyance of abovesaid area from said property and said Tower/Wing A and Tower/Wing B is executed the allottee/s shall permit the Promoter and his surveyors, agents with or without workmen and other at all reasonable times to enter into and upon the said property and said buildings/ Tower/Wings or any part thereof to view and examine the state and condition thereof.

xi. The allottee/s may with prior permission in writing provide at his / her own costs, charges, expenses and risk extra amenities to the premises. However to grant or not to grant the permission shall be at the sole discretion of the Promoter. The allottee/s shall not carry out any internal or external changes, alterations or additions to the said premises until the allottee/s has/have paid all the monies payable by him or her to the Promoter, either towards the consideration or otherwise and only after the allottee/s shall have obtained a prior written permission of the Promoter in writing subject to the same having been approved by the Kalyan Dombivli Municipal Corporation. Provided further that such additions, alterations or provisions for extra amenities shall be carried out by the approved workmen, contractors of the Promoter and not through any contractors or workmen not approved by the

Promoter. It is further agreed and understood by and between the parties that the allottee/s shall not claim any deduction in the cost of his said premises on account of deletion of any item of construction as per his / her requirements in said premises.

The allottee/s covenant with the Promoter that if at the request of the allottee/s the /Promoter makes any change in the said premises agreed to be sold and as a result of this the Promoter has to use any materials less than the other purchasers, even then the allottee/s shall not be entitled to any reduction in the agreed price of the said premises and he / she shall be liable to pay the entire agreed price as per this agreement. In case if the Promoter have agreed to do any additional extra work for the allottee/s, the allottee/s shall within 7 days from the date when the Promoter gives the estimated cost, deposit with Promoter the amount of such estimated cost. If the allottee/s fails to deposit with the Promoter the estimated cost for the additional extra work agreed to be carried out by the Promoter then the Promoter shall not be liable to carry out the said additional work in the premises of the allottee/s.

xii. IT is also agreed and understood that the Promoter will only pay the municipal tax for the unsold flats / units after obtaining occupation certificate and/or formation of society and will not pay or liable to pay any maintenance charges like common water, light, sweeper charges, etc., and the Promoter can sell the said flats / units to any prospective buyers without obtaining the No objection from the society such formed and then such prospective buyers will become the member of the society without charge of any transfer fees etc.

xiii. THAT the Promoter has right and the allottee/s has/have given consent to grant and/or assign the development rights in respect of the said property by the Promoter to sub-developer and/or third person but the terms and conditions of this agreement shall be binding on such sub-developer and/or third person.

xiv. THAT the allottee/s shall at no time demand partition of his/her/their interest in the said property hereunder written of the said buildings/ Tower/Wings.

xv. Notwithstanding any other provisions of this agreement the Promoter shall be entitled at the his sole and absolute discretion :

a) To form a society or limited Company or condominium of apartment or any other body or bodies of Purchasers to be formed and constituted.

- b) To decide and determine how and in what manner the infrastructure including the common utility areas such as gardens, open spaces, roads etc. 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 buildings/ Tower/Wings along with land appurtenant to it is 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 carryout the development by amalgamating the said property with adjoining property/s and/or to expand the scheme of development by acquiring adjacent property/s. To provide permanent nature of access to adjoining properties.
- xvi. THE allottee/s is/are aware that the Promoter shall be paying the maintenance, municipal taxes, local taxes and all outgoing as aforesaid in respect of whole of the property for and on behalf of the allottee/s of the flats/ units and it shall be the paramount responsibility and obligation of the allottee/s / to pay all the outgoing regularly. In the event of the default being committed by the allottee/s herein or any of the Purchaser/s of any other units and in such event the Promoter shall not be bound to pay the outgoings for and on behalf of such defaulting persons and in the event of any essential supply being disconnected, it shall be the responsible of the such allottee/s together in respect of the flats/ units in respect of which possession has been given by the Promoter.
- xvii. IF the allottee/s intends to cancel this agreement with having good and reasonable grounds, he / she shall give written application to the Promoter and on cancellation of the agreement he / she shall give 6 (Six) months period to the Promoter within which period the Promoter shall arrange to refund the moneys collected by them on account of the installments of the said premises without any interest.
- xviii. IN the event of the society or corporate body being registered before the sale and disposal by the Promoter of all the Flats / Units in the said Tower/Wing A and Tower/Wing B, the power and authority of the society or the corporate body so formed or of the Allottee/s herein and other Purchasers of the flats/ units shall be subject to the overall powers of the Promoter in any matter concerning the building construction and completion

thereof and the Promoter shall have absolute authority and control as regards the unsold flats/ units, the balance floor space and its disposal thereof and Promoter shall be entitled to receive and appropriate sale proceeds arising out of same for their exclusive use and benefits.

xix. THE Promoter shall be entitled to use and/or sell, give on lease and/or leave and license basis the premises/units in the said commercial building for the purpose of using the same as Showrooms, Bank, Hotel, Hotel with rooms, Banquets, Dispensaries, Nursing homes, Maternity homes, Coaching classes, and for other non-residential purpose and the allottee/s herein along with the other Purchasers shall not raise any objection for such non-residential use of the premises/units sold by the Promoter to the intending Purchasers.

xx. 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 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 Municipality 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 by following due procedure of law and their i.e. Promoter's right to avail, use, utilise, consume and exploit the entire balance and additional floor space index available on the said property as entire transferable development rights as may be permissible by law.

xxi. All terms, conditions and covenants of this agreement, including the powers, authorities, permission and covenant given by the allottee/s to the Promoter herein shall remain valid, operative, binding, continuous, subsisting and in full force and effect even after the occupation / possession of the said premises is handed over to allottee/s under the possession of the said structure of Tower/Wing A and Tower/Wing B is handed over to the said organisation and the deed of conveyance / assignment / lease or any other transfer document is executed.

xxii. THE Promoter shall not be responsible for the consequences arising out of change in law or change in municipal and other laws, rules, regulations etc..

xxiii. It is expressly ageeed that the Promoter shall be entitled to put a hoarding and/or cable network station, mobile phone antenna and/or tower, shelter or mobile station on the said property or on terrace/water tank of the building/s on the said property or any part thereof and such hoarding may be illuminated or comprising of neon sign and for that purpose the Promoter is

fully authorised to allow temporary or permanent construction or execution in installation either on the exterior of the said buildings 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 or installation of cable network or mobile phone station, at any time hereafter. The allottee/s shall not be entitled to any abatement in the price of the said premises or to object to the same for any reason and shall allow the Promoters, his agents, servants etc., to enter into the said property, building/s including the terrace and other open spaces in the building/s for the purpose of putting and/or preserving and/or maintaining and/or removing the advertisement and/or hoarding, 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 society/limited company shall not raise any objection thereto.

xiv. The Stilts/Podium/Basement/Garage shall belong to the Promoter who alone have right to deal with or allot, dispose off the same to any prospective purchaser for his exclusive use and benefit and allottee/s will not raise any objection for the same. The person/s to whom the Stilts/Podium/Basement/Garage may be sold or disposed off will be admitted as members to the co-operative society/societies or the limited company/companies or the condominium/s of apartment owners as the case may be and they will not be entitled to use the same for shopping or commercial or for any other purpose than parking and the allottee/s / confirms that he/she/they has/have no objection to and shall not dispute the same at any time hereafter.

xxiv. The allottee/s has/have seen the layout of the proposed buildings and complex 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 flats/ units purchasers in the said buildings/project and the different common organization will have unrestricted right of way in common spaces, roads and laying of pipelines, telephone and electric cables, sewerage and drainage line etc.,

xxv. The Promoter have also clearly brought to the notice of the allottee/s during the course of development/ construction they will shift and/ or convert the garden, amenity area of entire or in part or will further use and utilise the benefit of the amenity area as may be sanctioned by the municipal authorities and will avail the additional construction thereof as they may deem fit and proper and also delete the construction of Garden,

amenities area and the allottee/s shall not raise any objection for the same and will not demand the construction there of and further will not claim any compensation thereof and thus Promoter herein is well and sufficiently entitled for making any changes, modifications and revisions in the said property and/or amalgamated property and /or sanction of plans for the further expansion of buildings and commencement and completion of construction work by following the due procedure of law and the allottee/s after verifying the above facts and having the true and correct knowledge of the same and after satisfying himself / herself given his/ her express permission for the same and agreed to acquire the said premises in the said scheme of construction.

xxvi. It is agreed that before or after the execution of the conveyance in favour of the proposed society, if any further construction on the said property is allowed in accordance with the rules and regulations of the municipal corporation and after obtaining requisite approvals from the concerned competent authority then the Promoter would be entitled to put up additional or other construction without any hindrance by the allottee/s. Provided that any payment may, have to be made to the municipal authority for such additional construction shall be paid by the Promoter. The Promoter shall be entitled to sell flats/units forming part of such additional construction in such manner as they may think fit and proper to any person or persons for such consideration as the Promoter may in its absolute discretion deem fit and proper. The Promoter will in those events be entitled to connect the electric meters, sanitary and drainage connections provided however that all costs of construction of such additional floors and the connection to be made thereto should be borne by the Promoter. The Promoter and/or their transferees shall have the right to use all the staircase and other common amenities of said building/s. In the event of additional floors being constructed as aforesaid, the water tank shall be shifted to the top of such structures at the cost of Promoter. Even if any additional construction becoming permissible on the said building/s after the completion of the construction of the said building/s, the Promoter shall be entitled to construct the same and to sell the additional flats/Units. The allottee/s herein and the proposed society shall admit such new purchasers as its members.

xxvii. In the event of any portion of the said property being required for putting up an electric sub-station, the Promoter shall be entitled to give such portion to the concerned body for such purpose on such terms and conditions as the Promoter shall think fit.

IT is hereby agreed that the Promoter shall be at liberty to amalgamate and/or combine one or more plots of land adjacent to the said property and get the plan of the proposed building/s to be constructed on the said land so amalgamated/ combined sanctioned from the planning authority by following the due procedure of RERA and rules and regulations made thereunder and in such event form and get registered co-operative housing society of all the flats/

units purchasers in the said building/s and the allottee/s / purchaser/s herein shall not, in any manner object the said right of the Promoter. IT is further agreed that in such event (purchasers of the adjacent land for the purpose of development) the Promoter shall be at liberty and/or entitled to grant a right of way from and through the said property for approaching (or of the better approach) to the adjacent land those would be acquired with a view to developing them and the allottee/s herein shall not object the said right of the Promoter in any manner and/or has/have given consent for same.

31. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/s and the Allottee/s will deposit the same with Promoter as and when demanded.

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

33. 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 Kalyan courts will have the jurisdiction for this Agreement.

FIRST SCHEDULE OF THE PROPERTY ABOVE REFERRED TO

All those pieces and parcels of Non-agricultural land lying, being and situated at Village Kalyan, Taluka Kalyan, Dist. Thane bearing :

Survey No.	Hissa No.	Total Area (sq. meters)
85	3	500
86	2/1	2715
86	2/3	4485
	Total	7700

and within the limits of the Kalyan Dombivli Municipal Corporation and within the Jurisdiction of Registration District Thane, Sub-Registration District Kalyan.

SECOND SCHEDULE OF THE PROPERTY ABOVE REFERRED TO

the nature, extent and description of common areas and facilities.

A. Description of the common areas provided/ to be provided :

	Type of common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/area of the common areas provided
1	Club house	31-12-2029	31-12-2029	
2	Grand Air-conditioned Entrance lobby	31-12-2029	31-12-2029	
3	CCTV Surveillance	31-12-2029	31-12-2029	
4	Drivers room & creche room	31-12-2029	31-12-2029	

B. Facilities/Amenities provided/ to be provided within the building including in the common area of the building :

	Type of facilities/ amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/ common organization	Size/area of the facilities/ amenities	FSI utilized or free of FSI
1	Club house		31-12-2029	31-12-2029		
2	Grand Air-conditioned Entrance lobby		31-12-2029	31-12-2029		
3	CCTV Surveillance		31-12-2029	31-12-2029		
4	Drivers room & creche room		31-12-2029	31-12-2029		

C. Facilities/Amenities provided/ to be provided within the Layout and/or common area of the Layout:

	Type of facilities/ amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/ common organization	Size/area of the facilities/ amenities	FSI utilized or free of FSI
--	--	--------------------	--	---	--	-----------------------------

i.						
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D. The size and the location of the facilities/amenities in the form of open spaces (RG/PG etc.) provided/to be provided within the plot and/or within the Layout :

	Type of open spaces (RG/PG etc.) to be provided	Phase name/ number	Size of open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the Society/ common organization	FSI utilized or free of FSI
i.						

E. Details and specifications of the lifts :

	Type of Lift (Passenger/service/stretcher /goods /fire evacuation/ any other)	Total no. of Lifts provided	Number of passengers or carrying capacity in weight (kg)	Speed (mtr/sec)
i.	Passenger Lift	2+2		
ii	Fire Lift	1+1		

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Ambernath in the presence of attesting witness, signing as such on the day first above written

SIGNED & DELIVERED

by the within named

PROMOTER

M/s SHELAR REALTY, a partnership firm,
through its Partner

Shri _____

SIGNED & DELIVERED
by the within named
ALLOTTEE/S

WITNESS :

1. Name: _____ Address: _____

2. Name: _____ Address : _____

RECEIPT

RECEIVED WITH THANKS FROM
] THE WITHINNAMED
ALLOTTEE/S] THE SUM OF Rs.

_____ /

-]
(Rupees _____]

Onl

y)] being the part price /]
consideration in respect]
of sale of the said premises]
hereinabove mentioned.] I SAY RECEIVED

**M/s SHELAR REALTY
PROMOTER**

SCHEDULE “A”

PYAMENT SCHEUDLE

“Tower/Wing A/B of SHELAR SUPREMUS”

**(Ground (part), Stilt (part), First Floor plus 30th
Floor)**

The Allottee/s has/have 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 the Promoter the balance amount of Rs. _____/- (Rupees _____ Only) and shall be deposited in RERA Designated Collection Bank Account, _____ Bank, _____ Branch having IFS Code __ situated at _____.

In addition to the above bankaccount, Promoter have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. _____ and _____ respectively.

Allottee/s hereby agrees to pay to that Promoter the said balance amount in following manner:-

- i. 20 % (not exceeding 30% of the total consideration) of total consideration to be paid to the Promoter after the execution of Agreement.
- ii. 15% (not exceeding 45% of the total consideration) of total consideration to be paid to the Promoter on completion of the Plinth of the building or Tower/Wing in which the said premises is located.
- iii. ___% of total consideration to be paid on completion of first slab.
- iv. ___% of total consideration to be paid on completion of _____slab.
- v. ___% of total consideration to be paid on completion of _____slab.
- vi. ___% of total consideration to be paid on completion of _____slab.
- vii. ___% of total consideration to be paid on completion of _____slab.

- viii. ____% of total consideration to be paid on completion of _____slab.
- ix. ____% of total consideration to be paid on completion of _____slab.
- x. ____% of total consideration to be paid on completion of _____slab.
- xi. _____% of total consideration to be paid on completion of _____slab.
- xii. ____% of total consideration to be paid on completion of _____slab.
- xiii. ____% of total consideration to be paid on completion of _____slab.
- xiv. ____% of total consideration to be paid on completion of slab. (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including stilts of the building or Tower/Wing in which the said premises is located.
- xv. 5% of total consideration (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings, doors and windows of the said premises.
- xvi. 5% of total consideration (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said premises.
- xvii. 5% of total consideration (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or Tower/Wing in which the said premises is located.
- xviii. 10% of total consideration (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or Tower/Wing in which the said premises is located.

- xix. 5% of total consideration against and at the time of handing over of the possession of the said premises to the Allottee/s on or after receipt of occupancy certificate or completion certificate.

**ANNEXURE
LIST OF
AMENITIES**

Housiey.com