

To

Project - Vaishnavi Pride

Ref. - Our RERA Registration No._____

Re. - Letter of Allotment of Premises.

Sir/Madam,

You have represented to us that you have made yourselves well acquainted with information and documents provided to you. And with full knowledge of our project, you have offered to purchase one of the Residential Apartment in our project known as " Vaishnavi Pride " under construction at Tisgaon Village, Tal-Kalyan, Dist-Thane.

On the basis of your representation and as per your oral offer, we hereby allot to you a Residential Apartment bearing Apartment No. admeasuring inclusive area of _____ Sq. Mtrs., i.e. Sq. Ft., Carpet and exclusive area of _____ Sq. Mtrs., i.e. _____ Sq. Ft., Carpet on _____ Floor of the Building No. _____ in our project known as " Vaishnavi Pride" for agreed price or consideration of Rs. _____/- (Rupees _____ only) plus other dues and payables as detailed in draft Agreement showed to you.

This is to acknowledge the receipt of Rs. _____/- (Rupees _____ only) from you as advance payment against the aforesaid allotment. While entering into Agreement for Sale under Real Estate (Regulations and Development) Act, 2016, (RERA) the said advance amount shall be adjusted against consideration payable by you for purchase of the aforesaid Apartment.

In case, you opt for cancellation of the allotment, we shall refund to you the earnest money without interest by deducting therefrom 10% of the earnest towards our ascertained administrative expenses.

Further, if you fail or neglect to execute Agreement for Sale within a period of _____ days from the date hereof by offering further payments as per schedule, this allotment shall ipso-facto stand cancelled, terminated and permanently put to an end, in which case after expiry of _____ from the date hereof, we shall refund to you 90% of the earnest without interest, retaining 10% as our ascertained administrative expenses and, thereafter, we shall be within our rights to deal with the Said Apartment in any manner we deem fit and proper, without requiring to obtain any further confirmation and/or concurrence from you, *this being an essential condition for acceptance of the earnest hereunder.*

Please further note that this letter of allotment is provisional. Subject to your execution and registration of Agreement for Sale of Apartment, the allotment made hereunder shall be final.

Yours faithfully,
For Ashtavinayak Enterprises,

(Partner)

Promoters

We confirm the above and accept the aforesaid Provisional Allotment.

(Allottee/s)

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE IS MADE AT KALYAN

ON THIS _____ DAY OF _____ 20____

BETWEEN

AND

ASTHVINAYAK ENTERPRISES, a partnership firm constituted under the Indian
Partnership Act, 1932, having its office at.

through its partner _____ hereinafter called and referred as “Promoters” [which expression unless it be repugnant to the context or otherwise shall mean and include partners for the time being and the partners that may be inducted hereinafter, his heirs, executors, administrators, assigns and survivors] the Party of First Part

AND

_____ hereinafter for the sake of brevity called and referred to as the “Purchaser/s” [which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his/her/their respective heirs, executors, administrators and assigns] of the party of the SECOND PART.

WHEREAS Originally Shri Vishwanath Anant Phadke, Smt. Ramabai Anant Phadke, Shri Suresh Yeshwant Phadke, Raghunath Alias Dilip Yeshwant Phadke, Smt. Sushila Alias Shantabai Phadke were the owners (hereinafter referred to as the **“Said Phadke”**) of all that piece and parcel of land bearing Survey No. 69-A, admeasuring 6695 SQ. Yards, of Village Tisgaon, Taluka Kalyan, District Thane within the limits of Kalyan Dombivili Municipal Corporation

(hereinafter referred to as “**the KDMC**”), Taluka and Sub-registration District of Kalyan. (hereinafter for the sake of brevity called and referred to as the “Entire Property”).

AND WHEREAS by and under Deed of Conveyance dated 23rd January 1973, registered with the sub-registrar of Assurances, Kalyan under serial no. 104 Shri Vishwanath Anant Phadke, Smt. Ramabai Anant Phadke, Shri Suresh Yeshwant Phadke, Raghunath Alias Dilip Yeshwant Phadke, Smt. Sushila Alias Shantabai Phadke had sold, transferred and conveyed the said property unto M/s S.B. Plastic Industries on the terms, conditions and consideration mentioned therein.

AND WHEREAS by and under Release Deed dated 3rd April 1989, registered in the office of Sub-registrar of Assurances, Kalyan at serial no. 2681, M/s S.B. Plastic Industries have released, relinquished, conveyed, transferred area adm. 2500 Sq. Yards out of the entire property in favour of Shri Rajitram Baijnath Tripathi, on the terms, conditions and consideration mentioned therein.

AND WHEREAS by and under Conveyance Deed of Land dated 31st December 2010, registered in the office of Sub-registrar of Assurances, Kalyan -2, at serial no. 560, M/s S.B. Plastic Industries had sold, transferred and conveyed all that piece and parcel of land bearing Survey no. 69, Hissa no. A Part, corresponding City Survey no. 6235/1, adm. 4195 Sq. Yards equivalent to 3508.5 Sq. Mtrs. unto M/s S.B. Divya Developers on the terms, conditions and consideration mentioned therein.

AND WHEREAS in the aforesaid Conveyance Deed of Land dated 31st December 2010, the area of the land was mistakenly written as 3508 Sq. Mtrs. Instead of correct area adm. 3508.5 Sq. Mtrs. hence by and under Deed of Correction dated 12th April 2021, registered in the office of Sub-registrar of Assurances, Kalyan – 2 at serial no. 8380, the said mistake was rectified.

ANDWHEREAS by and under Development Agreement dated 28th October 2021 registered in the office of Sub-registrar of Assurances, Kalyan – 5 at serial no. 12316 M/s S.B. Divya Developers as Land owners have assigned and granted Development rights in respect of the area adm. 3508.50 Sq. Mtrs. out of the entire property unto Asthvinayak Enterprises, a Partnership firm through its partner Shri. Narendra Janardhan Pathak and Shri. Piyush Narendra Pathak on the terms and conditions mentioned therein.

AND WHEREAS in pursuance of the said Development Agreement dated 28th October 2021 M/s S.B. Divya Developers have executed Power of Attorney dated 28th October 2021 in favour of the Partners of Asthvinayak Enterprises. The said Power of Attorney is registered in the office of Sub-registrar of Assurances, Kalyan – 5 at serial no. 12317.

AND WHEREAS out of the entire property an area adm. 415.50 SQ. Mtrs. is affected under the DP Road set back area.

AND WHEREAS after deducting the area of the Road setback area and the area not in possession of the Promoters, the Promoters are entitled to construct the building/s on the land adm. 3093.00 Sq. Mtrs. being the portion of the entire property hereinafter for the sake of brevity called and referred to as the "said property" more particularly described in Second Schedule hereunder written and upon completion of the said building/s by using, utilizing and consuming the maximum potentially of the Floor Space Index, Transferable Development Rights, Staircase Floor Space Index and other permitted increases thereon as may be sanctioned by the Kalyan Dombivli Municipal Corporation from time to time and on formation & registration of the Co-operative Housing society and / or any corporate body as the case may be, the Promoters will convey and /or cause to convey the said property along with the building and structure standing thereon in part or whole to the Co-operative Housing society and / or any corporate body as the case may be.

AND WHEREAS while sanctioning the said plans the concerned local authority 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 building to be constructed thereon upon the due observance and performance of the terms and conditions, the completion and/or occupation certificate in respect of the building shall be granted by the concerned local authority.

AND WHEREAS the Promoters have got approved from the concerned local authority the plans, specifications, elevation and details of the Said Buildings (hereinafter referred to as "the Said Plans").

AND WHEREAS in pursuant to the sanctioned plans and permissions as recited hereinabove, the Promoters have already commenced the construction work of the buildings on said property.

AND WHEREAS the Promoters have appointed Architect Shri Vijay Pandey registered with the Council of Architects, and the Promoters have appointed a structural engineer _____ for preparation of the structural design and drawing of the buildings and the Promoters accepts the professional supervision of the Architect and the structural engineers.

AND WHEREAS The promoter has the right to sell the Shops / Offices / Flats /Units in the New building to be constructed by the Developers on the said Land and, to enter into this Agreement for Sale with the Purchaser/s of the Shops / Offices / Flats / Units as hereinafter recorded and to receive the sale consideration in respect thereof. The title and the right of the Promoter to develop the said Property and to sell the Shops / Offices / Flats / Units in the New Building to be constructed by the Developer on the said Plot is certified by their lawyer Shri. Sunny L. Jain as per the Title Certificate dated _____, the copy of the Title certificate dated _____ is annexed hereto and collectively marked Annexure: 'B';

AND WHEREAS the said Land stands in the name of M/s S.B. Divya Developers in the land records. The Property card of the said Land is annexed hereto and marked as Annexure: 'C';

AND WHEREAS the Promoter have drafted construction plans of the New Building by utilizing presently available FSI (Floor Space Index) originating out of

the said Plot and the Adjacent Land Road TDR, Premium FSI, Ancillary FSI, TDR etc. as may be available and applicable under the Unified Development Control and Promotion Regulations 2020 (hereinafter referred to as "UDCPR") and/or together with any other amendments/rules/regulations/laws applicable to the said Land. The Approved Plan No. KDMC/TPD/BP/_____ dated _____ has been granted by the Kalyan Dombivli Municipal Corporation for the commencing construction on the said Land. The copy of the Approved Plan is annexed hereto as "Annexure D". The Developers hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any which may have been imposed by the Kalyan Dombivli Municipal Corporation or any concerned local authority at the time of sanctioning of the said plans or thereafter and shall before handing over Possession of the Shops / Offices / Flats /Units etc. to the Purchasers, obtain from Kalyan Dombivli Municipal Corporation or any concerned local authority Occupation/Completion Certificate in respect of the New building.

AND WHEREAS the Promoter have proposed to construct the new multistoried building on the said Land in phase wise manner. Each phase of the building will be registered as under the provisions of the Real Estate (regulation and development) Act 2016 (RERA). Developers have reserved all rights to utilize present FSI, Future FSI, Additional FSI, Premium FSI, Ancillary FSI TDR etc. which is available or may be available in future . After obtaining sanction to the revised plans, The Developers shall register RERA project for respective phases. As on date of this Agreement for Sale, the Developers have got approval dated 16/02/2022 from planning authority.

AND WHEREAS as per Commencement Certificate dated 16/02/2022, the Promoter is permitted to commence and complete construction of building, comprising of Ground + _____ Floors. The Developers have commenced the construction of said Residential cum Commercial Building to be known as "**VAISHNAVI PRIDE**" (hereinafter referred to as "The New Building") and have registered the New Building with the Real Estate Regulatory Authority ("Authority"), under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("RERA Rules"). The Authority has duly issued the Certificate of

Registration bearing No. _____ dated _____ (hereinafter referred to as "The RERA Certificate") for the Project and a copy of the RERA Certificate is annexed and marked as Annexure "E" hereto.

AND WHEREAS the Promoters have provided to the Allottee/s the copy of order, sanctioned plans, permissions, approvals, documents of title and have clearly brought to the knowledge of the Allottee/s and the Allottee/s is/ are fully aware of the covenants, common rights as appearing on the sanctioned plans and after being fully satisfied about the same has granted his / her express and irrevocable consent for the same.

AND WHEREAS the Allottee has seen the site of the Said Project and the work of construction of the Said Buildings being in progress and is satisfied with the quality of the work and has approved the same.

AND WHEREAS the Promoters 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 floor space index and all other permissible floor space index to be used and utilized on the said property as may be granted by the planning authorities from time to time and further the Promoters have given the clear inspection of the plans and specifications to the Purchasers herein as regards the existing sanctioned buildings, future expansion building and the Promoter intend to avail additional floors upto to the extent of _____ floors on the said sanctioned buildings by using, utilizing and consuming the maximum potentiality of the floor space index, transferable development rights, incentives and increases in floor space index as may be granted from time to time.

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

ANDWHEREAS the Promoter has clearly brought to the notice and knowledge of the Purchaser herein the above facts, further changes, modifications and its present and future course of the scheme of development on the said property in the manner herein recited and the Purchaser has clearly understood the same and in confirmation thereof has granted his / her clear, express, unequivocal and irrevocable consent for the same by executing agreeing to executing this agreement.

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

ANDWHEREAS the Promoters are entitled and enjoined upon to construct building on the project land in accordance with the recitals hereinabove;

ANDWHEREAS the Purchaser has offered a flat / unit bearing number _____ on the _____ floor, of area admeasuring about _____ sq. mtr. in the Building known as "**VAISHNAVI PRIDE**" being constructed on the said property (herein after referred to as the said "premises") described in the Schedules hereunder written.

ANDWHEREAS the carpet area of the said premises is _____ square meters and "Carpet Area" shall mean the net area of the Unit including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony / verandah / open terrace area or any exclusive open terrace area. Carpet area is calculated prior to application of any finishes (i.e. on bare shell basis). Carpet area is subject to Variance of +/- 3 percent on account of structural, design and construction variances. In case of any dispute on the measurement of Carpet Area, the same shall be physically measured after removing all finishes that have been applied / fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Carpet Area the

details of which are more particularly described in **Annexure** hereto and shown on the plan annexed hereto as **Annexure**;

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

ANDWHEREAS the Promoter alone shall have the sole and exclusive right to sell, lease, convey, assign, transfer etc. the Flat/Office and premises in the said building to be constructed by the Promoter and to enter into agreement/s with the purchaser/s and to receive the sale price in respect thereof. The Purchaser/s further agree/s that the Promoter shall in its own discretion appoint an agency to maintain, manage and control all the other common areas and amenities and facilities in the said building and for such other purposes as may be agreed upon between the Promoter and the said agency;

ANDWHEREAS after satisfying himself/herself/themselves with regards to the title of the said Property and all orders, permissions and plans and the representations made herein by the Promoter, the Purchaser/s hereby agree/s to purchase from the Promoter and the Promoter hereby agree/s to sell and transfer to the Purchaser/s on ownership basis the said Flat/Office/ Commercial Unit along with the right to use in common the open areas attached to the said Flat/Office/ Commercial Unit as well as the proportionate common areas, amenities and facilities in the said building on the terms and conditions hereinafter appearing;

ANDWHEREAS prior to the execution of these presents the Purchaser has paid to the Promoter a sum of Rs. _____ (Rupees _____) only, being part payment of the sale consideration of the premises agreed to be sold by the

Promoter to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Purchaser has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

ANDWHEREAS under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment 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 Promoter hereby agrees to sell and the Purchaser hereby agrees to purchase the said premises.

ANDWHEREAS the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

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

1. SCOPE AND OPERATION OF THE RECITALS: The above

Recitals shall Form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of RERA.

2. DEFINITIONS: In this Agreement for Sale, unless the context otherwise

requires capitalized terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following expressions shall have the following meanings assigned to them herein below:

2.1. 'RERA Carpet Area' shall have the meaning ascribed to it in Section 2(k) of the RERA Act.

2.2. 'Common Areas' shall mean and include amenities and facilities more particularly set out in Annexure "F" hereunder written;

2.3. 'External & Internal Amenities' shall mean and include internal fittings and fixtures and External amenities in the said Shop/Office/ Flat/ Unit that shall be provided by the Developer are listed in the Annexure "F" annexed hereto.

- 2.4. 'Interest' shall have the meaning ascribed to it in the RERA read with the RERA Rules (Presently, the same is the State Bank of India highest Marginal Cost of Lending Rate plus two percent; however, in case the State Bank of India Marginal Cost of Lending Rate is not in use it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public);
- 2.5. 'Completion Certificate' shall mean Certificate issued by the Kalyan Dombivli Municipal Corporation under the Maharashtra Regional Town Planning Act, 1966;
- 2.6. 'Possession Date' shall mean 31-12-2026 or such other extended date as specified in the RERA Website.

3. The Promoter is entitled to construct Ground Plus + _____ Upper Floors (Residential and Commercial) on the said property, in accordance with the plans, designs and specifications as approved by the Kalyan Dombivli Municipal Corporation from time to time with only such variations and modifications as the Corporation may deem fit and the Allottee/s hereby consent to the same. The Allottee/s herein is/ are fully aware and having the full and absolute knowledge of the Scheme of construction, the Number of buildings, recreational facilities and amenity area and the Allottee/s herein along with the other Allottees will not raise any objection, hindrance or obstruction at the time of formation of society/condominium of apartments its conveyance, demarcation, grant of right of way, easementary rights and other benefits attached to the said different portions of land as described hereinabove.

4. The Allottee/s has/have prior to the execution of this agreement satisfied himself/herself/themselves with the title of the said property including the Agreements and other documents referred to hereinabove and the Allottee/s hereby agrees & confirms that he/she/they shall not be entitled to further investigate the title of the Promoter' right of development of the said property and no requisition or objection shall be raised by the Allottee on any matter relating thereto or howsoever in connection therewith.

5. While sanctioning the said plans, concerned local authority has laid down certain terms, conditions stipulations and restrictions which are to be

observed and performed by the Promoter while developing the said property and the said buildings and upon due observance and performance of which only the completion and Occupation Certificates in respect of the said buildings shall be granted by the concerned local authority.

6. **Sale:** -

6.1 (i) The Allottee/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s **Flat/ Shop/ Office No. _____** of **carpet area admeasuring _____ Sq. meters on _____ floor** in the building known as '**VASIHNAVI PRIDE**' (hereinafter referred to as "the Apartment") as described in Schedule written hereunder and as shown in the Floor plan thereof hereto annexed and marked as Annexure(s) for the consideration of **Rs. _____/- (Rupees _____ Only)** including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

(ii) The Allottee/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s covered parking spaces bearing Nos _____ situated at _____ stilt being constructed in the layout for the consideration of Rs. _____/- However, the Allottee/s of such Parking shall not enclose or cover the same without the written permission of the Promoter and/or the society or such body formed, as the case may be and Municipal Corporation and other concern authorities.

1(b) The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus **Rs. _____/-**

1(c) The Allottee has paid on or before execution of this agreement a sum of **Rs. _____/- (Rupees _____ only)** as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of **Rs. _____/- (Rupees _____ Only)** in the following manner:-

Sr. No.	Particulars
1.	10% as earnest money
2.	30% on Completion of Plinth
3.	4% on completion of 1 st Slab

4.	4% on completion of Slab
5.	4% on completion of Slab
6.	4% on completion of Slab
7.	4% on completion of Slab
8.	4% on completion of Slab
9.	4% on completion of Slab
10.	2% on completion of Slab
11.	5% on completion of the walls, internal plaster, floorings doors and windows
12.	5% completion of the Sanitary fittings, staircases, lift, wells, lobbies
13.	5% on completion of the external plumbing and external plaster, elevation
14.	5% on completion of the lifts, water pumps, electrical fittings
15.	Balance to be paid within seven days from the date of intimation about the possession of the said flat offered by the Vendor to the Purchasers.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.

The transaction covered by this contract at present attracts GST, Sale Tax, Service Tax, Value Added Tax. If however, by reason of any amendment to the constitution or enactment or amendment of any other laws, central or state, this transaction is held to be liable for tax as a sale, service or value added tax or GST or otherwise either as a whole or in part, in connection with this transaction are liable to be tax, or Service Tax, Value added tax or GST as the case may be is liable for such transaction the same shall be payable by the Allottee along with the other Allottees of the building on demand at any time.

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 installments payable by the Allottee by discounting such early payments for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to 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 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 gap 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.

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

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

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

8. CAR PARKING SPACE:

- 8.1 The Car Parking Space has been reserved by the Developers for the Purchaser/s on the following terms and conditions:
- 8.2 The rules governing the use of such Open/Stilt/Mechanical Car Parking Space shall be framed and administered by the Society to be formed of the Shop/ Office/ Flat/ Unit purchasers of the New Building. The Car parking number shall be identified and intimated to the Purchaser/s at the time of handing over of possession of the said Shop/ Office/ Flat/ Unit.
- 8.3 It is further made clear by the Developer to the Purchaser/s that while executing the Conveyance in favour of the Society, the area under such parking lots, open or covered, along with the structure of the basements, podiums, stilts, parking floors of the buildings out of the said project with the other structures for parking lots, if any, will also be conveyed being the part of the common areas, amenities and facilities of the New Building and the s, subject to the exclusive rights to use and occupy the parking lots granted by the Developers to the respective Purchasers.
- 8.4 Un-allotted Car Parking Spaces in the said New Building, if any, shall continue to remain the property of the Developers and shall remain in possession of the Developers only till the handover of the New Building to the Society and thereafter it shall be subject to the terms of the Agreement made between the Developers and the Society. It shall be upon the Developer's discretion till such time to allot/use these un-allotted spaces continue to remain with the Developers.

9. 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 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 _____ square meters as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

9.1 If the Promoter fails to abide by the time schedule for completing the said Project and handing over the Apartment 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.

9.2 Without prejudice to the right of Promoter to charge interest in terms of sub clause 8.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:
Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and / or 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, after deducting an amount equal to 15% of the total consideration payable hereunder as liquidated damages, refund to the Allottee the balance of the sale price which the Allottee may have till then paid to the Promoter without any interest on the amount so refundable within a period of thirty days of the termination, the installments of sale consideration of the said Apartment which may till then have been paid by the Allottee to the Promoter. And upon termination of this Agreement, pending refund of the amount as aforesaid, the Promoter shall be at liberty to dispose off and to sell the said Apartment to such person or persons at such price and on such conditions as the Promoter may desire and think fit in their absolute discretion and the Allottee shall have no objection for the same.

10. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the said building and the Apartment as are set out in Annexure E, annexed hereto.

11. The Promoter shall give possession of the Apartment to the Allottee on or before _____ excluding however any time consumed / delays caused by the concerned statutory authorities in issuing Completion Certificate / Occupancy Certificate, which is beyond the Control of the Promoter. If the Promoter fails or neglects to give possession of the Apartment 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 Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

(a) Non availability, delay in supply or situation, inflation in rates of steel, cement and other construction and building materials.

(b) War or similar situation, strikes, riots, accident or any Act of God.

(c) Any notice, rules and regulations, order, delayed permission or any other order passed by any competent authority or court of law, tribunal or quasi Judicial body authority or promoter, the force majeure circumstances or conditions or events beyond the control of unforeseen by the party of the First Part.

(d) Delay in issue of occupation certificate and/or other certificates or permissions, sanctions and approvals by the concerned local authority.

(e) Stay Order or litigation or cases, if any, filed by anybody else in respect of the said property in any Court.

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

12.2 The Allottee/s shall take possession of the Apartment within 15 days of the written notice from the Promoter to the Allottee/s intimating that the said Apartment is ready for use and occupancy:

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

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

Provided after receiving of the Apartments from the Promoter, any damage due to wear and tear of whatsoever nature caused thereto, the Promoter shall not be responsible for the cost of re-instating and repairing such damages caused by the Allottees and the Allottees alone shall be liable to rectify and re-instate the same at his own costs. Provided further however, that the Allottees shall not carry out any alterations of the whatsoever nature in the said apartments and specific the structure of the said unit/wing/phase of the said building which shall include but not limit to column, beams etc., or in the fitting, therein, in particular it is hereby agreed that the Allottee shall not make any alteration in any of the fittings, pipes, water supply connections or any creation or alterations in the bathroom, toilet and kitchen which may result in seepage of the water. If any such works are carried out without the written consent of the Promoter the defect liability automatically shall become void.

13. The Allottee shall use the Said Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle. The Allottee agrees not to change the user of the said Apartment without prior consent in writing of the Promoter and any unauthorised change of user by the Allottee shall render this Agreement voidable at the option of the Promoter and the Allottee in that event shall not be entitled to any right arising out of this Agreement.

14. The Allottee along with other Allottee(s) of Apartments in the building shall join in forming and registering the Society or Association to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the

Society or Association and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any; changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies, as the case may be, or any other Competent Authority.

13.1 The Promoter shall, within three months of registration of the last Society, as aforesaid, cause to be transferred to the joint ownership of all the Societies of the said property, all the right, title and the interest of the said First Owner and/or the Promoter in the said property on which the building are constructed.

13.2 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment 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 Apartment) 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 is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the structure of the building or wing is executed in favour of the society as aforesaid. On such conveyance being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society, as the case may be.

15. The Allottee shall on or before delivery of possession of the said

Apartment pay a sum to the Promoter towards: -

- (i) Share money, application entrance fee of the Society or Federation/ Apex body.
- (ii) Proportionate share of taxes and other charges/levies in respect of the Society /Federation/Apex body
- (iii) Provisional monthly contribution towards outgoings of Society or Federation/ Apex body, if any.
- (iv) Water connection charges
- (v) Transformer / Electricity Charges &
- (vi) Society Formation Charges
- (vii) Other society expenses for 2 years
- (viii) Legal Charges
- (ix) Development Charges

16. The Allottee shall pay to the Promoter amount as and when demanded 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 Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.

17. At the time of registration of conveyance of the structures of the building constructed in the said project, in the favour of each co-operative housing society or as the case may be, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building. The Promoter shall execute the conveyance deed of the undivided proportionate land and common area in favour of the Association of Allottees or the competent authority, as the case may be, after completion of the last building in the said project and the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

18. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- i. The Promoter has clear and marketable title with respect to the said property; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the said property or the Project;
- iv. There are no litigations pending before any Court of law with respect to the said property;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said property and said buildings 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 buildings 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, Building and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment 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 Apartment to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- x. The Promoter have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other

outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

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

(b) The Promoter have informed to the Allottee and the Allottee is aware that as per the Scheme of Construction envisaged by the Promoter:

a) a.1) The Promoter intend to and are developing the said property to be known as '_____';

a.2) The Promoter are entitled to construct Stilt (P), Ground (P) Plus Seven Upper Floors (Residential and Commercial) on the said property as per the plans sanctioned in respect of the said property. Moreover, as per provisions of the D. C. Regulations, the Promoter intend to acquire either additional TDR in the form of FSI &/or additional FSI by paying premium to the Corporation/Competent Authority and consume and utilize the same on the said buildings by carrying out additional floors on the said building.

b) the Promoter shall be at liberty and be entitled to amend the lay-out plan of the said property as may be required by the Promoter at their sole discretion.

c) the Floor Space Index, by whatever name or form is increased (a) in respect of the said Property and/or additional construction (i.e. more than what is envisaged at present) is possible on the said Property or (b) either on account of Transfer of Development Rights &/or additional FSI by paying premium to the Corporation/Competent Authority (or in any other similar manner) available for being utilized or otherwise and/or if the Sanctioning Authorities permit the construction of additional wing/s or floors, then in such event, the Promoter shall be entitled to construct such additional wings/floors as per the revised building/s plans. The Allottee expressly consents to the same as long as the total area of the said Apartment is not reduced and the structure of the building is not changed.

d) the Promoter are having a scheme of Construction to be implemented on the said property. The commencement of construction, completion/possession etc of the buildings to be constructed on the said property will be spread over more than ____ years. The Allottee declares and confirms that he is aware that the building to be developed by the Promoter have nothing to do with the ground area below the building and the FSI utilized in the building in which the said Apartment is located and the ground area is

not in proportion to each other and the Allottee shall not be allowed to claim any further or other right to the area other than the said Apartment. The Promoter have reserved unto themselves right to consume total FSI available and also further FSI if any that may be granted or available by reason of any increase in FSI and/or any change in the DCR from time to time till the conveyance is executed in favour of the all societies of the project. The Allottee expressly consents to the same as long as the total area of the said Apartment is not reduced and the structure of the building is not changed.

e) The Promoter proposes to utilize any additional FSI that may be available to them either by way of Transfer of Development Right (TDR) or increase in F.S.I. due to changes in Development Rules or under any Law by constructing additional premises on the ground floor or additional floors on the building/s constructed by them or by constructing one or more separate building/s on the said property. The Promoter proposes to use/consume the aforesaid additional F.S.I. till the registration of the Society or any form of organization and execution of Conveyance in its favour;

f) The Promoter have the right to display advertisements hoardings and other neon sign and advertisement materials on or over the terrace, parapet wall of the building with the right to grant permission to any person / firm of that choice and the Allottees herein along with the other Allottee will not raise any objection for the same.

g) The Promoter has clearly brought to the notice and knowledge of the Allottee and the Allottee is aware that the Promoter intend to complete the said buildings as per the sanctioned plans and permissions and the said property will be conveyed to such co-operative housing society/ Apex body as per the discretion of the Promoter and as and when the need arises and the above contents shall always form an integral part of further writings, deeds and documents including the final deed of conveyance and the same is clearly seen, verified and accepted by the Allottee herein and accordingly the Allottee has granted his/her express and irrevocable consent for the same and in terms of such contents the final Deed of Conveyance will be executed and registered.

h) The Purchaser/s irrevocably agrees not to obstruct and/ or raise any objections whatsoever and/or interfere with the Promoter for carrying out amendments, alterations, modifications, variations as aforesaid or to the further building/s plans, if any, in respect of one or more floors, wing or wings and/ or building or buildings to be developed and/ or constructed that are permissible as per the provisions of law.

i) The Purchaser/s is/are aware that proposed building is constructed with concession in open spaces/joint open spaces and the Promoter has executed registered undertaking in favour of the Municipal Corporation. It is further agreed between the parties that all undertaking, declaration, Indemnity bond/ bonds, deeds and writing/s given/ executed by the Promoter in favour of concerned bodies/ authorities in respect of the said Property and its development shall be binding upon the Purchaser/s and society or condominium formed by the Purchaser/s of Flat/Office/Commercial Unit.

j) In the event of the Organisation being formed and registered before the sale and disposal by the Promoter of all the Flat/Shop/Office in the Building/s, the power and authority of the Organisation so formed or that of the Purchaser/s and the Purchaser/s of other premises in the Building/s shall be subject to the overall authority and control of the Promoter in respect of any of the matters concerning the Building(s), the construction and completion thereof and all the amenities pertaining to the same and in particular Promoter shall have the absolute authority and control as regards the unsold Flat/shop/office and disposal thereof. The Promoter shall be liable to pay only the municipal taxes, at actuals, in respect of the unsold Flat/Office/Commercial Unit, if any. In case the Organisation is formed before the disposal by the Promoter of all the Flat/Shop/Office premises then the Promoter shall at its option (without any obligation) join in as a member in respect of such unsold Flat/shop/Office and as and when such Flat/Shop/Office/ Commercial Unit are sold, the Organisation shall admit such Purchaser/s as the member/s without charging any premium/ transfer fees or extra payment of any nature whatsoever.

k) Till the entire development of the said Property is completed, the Purchaser/s shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/ or any other common facilities or the amenities to be provided in the said Property and the Purchaser/s shall have no right or interest in the enjoyment and control of the Promoter in this regard.

l) The Promoter shall be at liberty to sell, assign, transfer mortgage or otherwise deal with its right, title and interest in the said Property and/ or the Building, provided that the same does not in any way materially prejudice the right of the Purchaser/s in respect of the said Flat / Shop/ Office which is agreed to be sold to the Purchaser/s.

m) In the event of the Promoter having paid or being required to pay any amount by way of premium, betterment charges, development charges, transfer charges, etc. payable to any sanctioning authority or other authority or the Government of Maharashtra, then the same shall be reimbursed by the Purchaser/s to the Promoter in proportion to the carpet area of the Office or otherwise as may be determined by the Promoter and non- payment of the same, shall constitute a breach of this Agreement.

n) The Promoter shall have the right to designate any space in the said Property to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the buildings that may be developed on the said Property. The Promoter shall also be entitled to designate any space in the said Property to such utility provider either on leave and license or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the said Property and the building/s constructed thereon.

o) Under the present Agreement, the Promoter has given a bare permission to the Purchaser/s, to enjoy the common facilities like internal roads, garden, recreation, open space or otherwise, of the said Property which at the discretion of the Promoter is liable to be shifted, without giving any prior intimation and/ or notice in writing, to the Purchaser/s or otherwise, and Purchaser/s shall not be entitled for any loss, damages, costs, charges, expenses or otherwise of any nature whatsoever from the Promoter or their nominees or transferees on these account

p) Notwithstanding the other provisions of this Agreement, the Promoter shall be entitled to nominate any person ("**project management agency**") to manage the operation and maintenance of the building(s), and the infrastructure on the said Property, common amenities and facilities on the said Property for a period until the Organisation is formed and the charge for maintenance is handed over to the said Organisation or until said Property is developed (as determined by the Promoter). The Promoter shall have the authority and discretion to negotiate with such project management agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/ them. The cost incurred in appointing and operating the project management agency shall be borne and paid by the occupants of the buildings that may be developed in the said Property including the Purchaser/s on a pro rata basis as

part of the development and common infrastructure charges referred to herein.

q) In such event, the Purchaser/s agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter or the project management agency, including without limitation, payment of the Purchaser's share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the said Property and common areas and facilities within the said Property and buildings constructed thereon and inclusive of the payment fees of the project management agency.

r) The Promoter shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the said Property, till such time as the said Property together with the buildings constructed thereon are transferred to the Organisation/ Apex Body.

s) The Promoter shall be entitled to construct site offices/ sales lounge in the said Property and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the said Property or any portion thereof is conveyed/ assigned to the Organisation or the Apex Body and shall continue until the entire said Property is developed.

t) Save and except or otherwise not to reduce any area of the said Flat/ Shop/ Office/Commercial Unit, the Promoter shall have full and absolute discretion, to do all acts, so as to exploit full residential or commercial potential (if any) of the said Property. The Promoter shall also be entitled to use utilize and consume the development potential of the said Property in the manner as the Promoter may deem fit and proper in their absolute discretion;

u) The Promoter shall be entitled to amend, modify and/ or vary the building plans, and/ or the specifications in respect thereof, without reducing area of the said Flat / Office/Commercial Unit.

v) Brochures, Pamphlets, Literature, showing Gardens, Open Space, Recreation Area or any other details in the said Plans and/ or in the Brochure, Pamphlets or otherwise, are based on Plans approved by the concerned authority/ies. Notwithstanding anything contained under this agreement, in case of any conflict with the details provided in Brochures, Pamphlets, Literature and/ or Plans and in this Agreement, the provisions of this Agreement shall prevail. The Purchaser/s confirms and consents that the Purchaser/s have purchased the said Premises solely on the basis of the terms and conditions and representations made in this Agreement and

nothing contained in any brochures, pamphlets, literature or any other material shall be binding on either Party and this Agreement supersedes all earlier documents, letters, brochures and/or oral/written representations whatsoever.

w) Irrespective of disputes if any, which may arise between the Promoter and the Purchaser/s and/ or the Organisation, all amounts contributions and deposits, including amounts payable by the Purchaser/s to Promoter, under this Agreement, shall always be paid punctually by the Purchaser/s, to the Promoter and shall not be withheld pending the disputes, by the Purchaser/s for any reason, whatsoever.

x) The Promoter shall be entitled to transfer and/ or assign the benefit of additional F.S.I./ T.D.R. or any other rights of the said Property to any third party and/or to allow any third parties to use and/ or consume T.D.R. or any other benefits or advantages of any other properties, on the said Property, who shall be entitled to all the rights mentioned above, including to do construction mentioned above.

y) For all or any of the purposes mentioned under this Agreement the Promoter shall be entitled to keep and/ or store any construction materials, on any portion of the said Property, and/ or to have additional Electricity Supply and/ or additional Water Supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary. In such an event, the Purchaser/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/ or shall not claim any easement rights and/ or any other rights in the nature of easement or prospective or other rights of any nature whatsoever. The Purchaser/s directly and/ or indirectly, shall not do any act, deed, matter or thing, whereby the Promoter may be prevented from putting any such additional and/ or new construction and/ or shall not raise objection and/ or obstruction, hindrance or otherwise.

z) The Purchaser/s shall not take any objection, on the ground of nuisance, annoyance, and/ or claiming any rights, of easement, and/ or any rights in nature of an easement and/ or obstruction of light, air, ventilation, open space and/ or open area, and/ or on any other grounds, of any nature whatsoever and/ or shall not directly or indirectly do anything and/ or shall not ask for an injunction, and/ or prohibitory order and/ or calling the Municipal or any other authorities to issue stop work notice, and/ or withdraw and/ or suspend or cancel any orders passed and/ or approved Plans so as to prevent the Promoter, or any of their nominees or

transferees, from developing and/ or to carry out construction, on the said Property and/ or on adjoining properties.

aa) In order to facilitate development and/ or to explore total commercial/ residential potential, of the said Property, Promoter shall be entitled to sub divide/ amalgamate the said Property with the neighbouring property, and/ or after sub division/ amalgamation again amalgamate/ sub-divide the said Property, and/or from time to time, apply for and obtain revised approved plans and/ or ask for any modification and/ or change the approved Plans, including to do such further acts, as may be necessary. It is further agreed that Purchaser/s or anybody on their behalf shall not be entitled to raise any objections against the Promoter exercising their aforesaid power.

bb) Under the present Agreement, Promoter has agreed to sell and transfer only the said Flat / Shop / Office to the Purchaser/s. The Purchaser/s hereby agree that he/ she /they shall not claim any right, title and interest in the said Property or any part thereof or in the buildings on the said Property or any part thereof, save and except the said Flat / Shop / Office /Commercial Unit. The Purchaser/s shall have right only in respect of the said Flat / Shop / Office agreed to be sold to him/ her/ them and only upon full payment of the consideration and other charges and deposit, which is agreed in this Agreement.

cc) Under the present Agreement and at this stage, Promoter intends to use actual FSI and TDR alongwith any additional FSI/ TDR available on payment of premium on the said Property and Plans have been approved presently only of an actual FSI of the said Property. The Promoter, however, reserve their right, to use the unutilized FSI/ any other development potential/ TDR and the FSI/ any other development potential that may become available in future in respect of the said Property and TDR of any other property on the said Property for construction of buildings/ additional buildings on the said Property. For all times in future, Promoter shall be entitled to use/ consume or exploit it, till Conveyance or any other final transfer document in respect of the said Property in proportion to the area occupied by the said buildings in respect of the said Property along with Building/s thereon, have been executed, in favour of the Organization that is to be formed by the Purchaser/s of various premises in the building and as permissible under the applicable laws. For the purpose of consuming such balance and/ or additional FSI/ TDR, the Promoter shall be entitled to construct any vertical or horizontal extension thereto and/ or put up additional floors and/ or the new or additional structure/ building, as the

Promoter may think fit and proper and to do all such things, as may be necessary for this purpose and as permissible under the applicable laws.

dd) The Promoter shall be entitled to purchase, load, consume additional and/ or balance F.S.I./ TDR now available or which may hereafter become available, under D.C. Rules or any other law for the time being in force or by reason of any special concession being granted by the Municipal Corporation or any other Authorities (including F.S.I. available in lieu of the D.P. Road, Setback Reservations, Slum, Heritage, etc.) and as permissible under the applicable laws.

ee) The Purchaser/s do hereby give their irrevocable consent and no objection to the Promoter for carrying out any such additional construction on the terrace or otherwise in or upon any part of the said Property as permissible under law. Contractors or agents shall not be entitled to enter upon or have access to the terrace/s or any part thereof, save and except for the limited purpose of attending to the water tank for the purpose of cleaning or carrying out repairs thereto. The Purchaser/s hereby further gives irrevocable consent to the demolition, removal and relocation of the water tank or any other articles for the time being, to carry out such additional constructions.

ff) The Purchaser/s hereby grants their irrevocable consent to the Promoter for mortgaging the said Property or any part thereof along with the building/s being constructed on the said Property save and except the Purchaser's Flat / Shop / Office in favour of any bank, financial institutions, body, trust, lenders, persons etc., to enable the Promoter to augment the fund for the Promoter for development of the said Property. The Promoter shall clear the mortgage debt in all respect before the execution of conveyance of the proportionate area of the said Property in favour of the said Organization formed of all the Purchaser/s in the said building.

gg) That an area admeasuring 2205.00 sq. meters from said property is under D.P. Reservation of KMT no. 224. The said Reservation is Buildable Reservation, the promoter shall construct and hand over the possession of the same to Kalyan Dombivli Municipal Corporation.

hh) The Purchaser hereby also grants its irrevocable authority, permission and consent to the Promoter and agrees and undertakes that:

- i) The Purchaser/s shall at their sole cost and expense do and perform all necessary acts, things and matters, including signing, executing and admitting execution of all further and other deeds,

documents, writings, papers, forms, applications, etc. as may be directed by the Promoter and which the Promoter may in their sole and absolute discretion deem fit and proper, putting into complete effect the provisions of this Agreement.

- ii) 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/or said building or any part thereof. The Purchaser/s shall have no claim save and except the said Flat / Shop / Office hereby agreed to be sold hereunder and all open spaces, lobbies, common space, parking stilt, podium or basement, staircase, garden, terraces, recreation spaces etc. remain the property the Promoter until the Property and said building/s are conveyed to the Organization as herein, mentioned.
- iii) Unless the context otherwise suggests or warrants, all obligations, conditions and liabilities herein imposed upon the Purchaser/s whether expressly or impliedly, shall be deemed to be covenant running with the said Office and shall be binding upon the Organization.
- iv) For all or any of the purposes mentioned under this Agreement, the Promoter shall be entitled to keep and/ or store any construction materials, on any portion of the said Property for carrying out additional constructions, and/ or to have additional electricity supply and/ or additional water supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary. It is further agreed that in such an event, the Purchaser/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/ or shall not claim any easement rights and/ or any other rights in the nature of easement or prospective or other rights of any nature whatsoever. The Purchaser/s directly and/or indirectly, shall not do any act, deed, matter or a thing, whereby the Promoter may be prevented from putting any such additional and/ or new construction and/ or shall not raise objection and/ or obstruction, hindrance or otherwise.

v) The Promoter has provided and/or will provide certain amenities plot/area/facilities to the Municipal Corporation as per the terms of the Plans approved by the Municipal Corporation. The Purchaser/s or their nominee or assignee or Organisation hereby specifically and unconditionally agrees and undertakes that all the TDR/ FSI and any other benefits/ advantages present or future arising out of the said amenities plot/area/ facilities shall solely and exclusively belong to the Promoter alone and Purchaser/s or their nominees or assignee hereby waive all such claim etc. Additionally, all the benefits, areas under the podium shall solely and exclusively belong to the Promoter and Purchaser/s and/ or Organization/ society shall not raise any claim or objection on the same. The Promoter has further informed to the Purchaser/s that in addition to the above any additional benefits arising out of the said amenities plot by any reason whatsoever nature, the Promoter will exclusively be entitled to make or use such claim or benefits/ advantages of the said amenities plot and the Purchaser/s or their nominee or assignee or Organization will not have any claim, objection or protest of any nature at any time in future hereafter.

vi) In the event of a portion of the said Property being notified for setback prior to the transfer of the said Property to the Organization, the Purchaser/s hereby specifically and unconditionally agree and undertakes that the Promoter alone shall be entitled to the TDR/ FSI and any other benefits/ advantages present or future arising out of the said setback area shall solely and exclusively belong to the Promoter alone and Purchaser/s or their nominees or assignee hereby waive all such claim etc.

vii) It is clearly agreed and accepted by the Purchaser/s that neither the Purchaser/s nor any of their assignee or nominee will have any claim, right, title or interest on any parts of the land, said buildings, open space, car parking, amenities plot save and except the said Office which is agreed to be sold under this Agreement.

viii) The Promoter has further informed to the Purchaser/s that the

Promoter will be developing the adjoining plots/ portions and Purchaser/s undertake, declare and confirm that at no point of time they or anybody on their behalf should raise any objections/ protest, claim of whatsoever nature on account of noise pollution, vibration, disturbance and like similar nature for construction and use of the aforesaid areas by the Promoter.

- ix) It is further agreed that car parking allotment letter will be issued to the Purchaser/s at the time of handing over the possession of the said Flat / Shop / Office indicating the location and car parking number/s.
- x) The terrace on top of the building shall not be a part of the common area/amenities available to the Purchaser/s or to any Flat / Shop / Office Purchaser in the project.

Aforesaid conditions are of the essence of the contract and only upon the Allottee agreeing to the said conditions, the Promoter have agreed to sell the said Apartment to the Allottee.

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

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

any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the 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 Apartment and maintain the Apartment 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 Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee 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 Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or

Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee 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 Apartment 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 Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society, 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. The Allottee shall not claim any deduction in the cost of his / her Apartment on account of deletion of any item of construction as per his / her requirements, of the Allottee in his / her flat.

xiii. If Additional amenities are required by the Allottee, then in that event the Allottee agrees to pay in advance the cost of such additional amenities as per the estimate prepared by the Promoter or the Architect of the Promoter and his decision shall be final and binding.

xiv. It is also understood and agreed by and between the parties hereto that the open terrace, E.P, balcony, dry balcony, cup-board appurtenant to/or in front of or adjacent to the Apartments in the said building, if any, shall be exclusively to the respective Allottees of the said Apartments and the same are intended for the exclusive use of the respective Apartments Allottees as shown in the Floor Plan.

xv. The Allottee/s shall not keep pet animals like cat, dog, rabbit or any other animal in the said flat and shall not use the passage and stair case passage area for feeding the pet animals.

20. 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 formation of the Co-operative Society or association or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

21. It is also agreed and understood that the Promoter will only pay the municipal tax for the unsold apartments and will not pay any maintenance charges like water, light etc., and the Promoter can sell the said Apartment to any prospective buyers and then such prospective buyers will become the member of the society without paying any transfer premium or any other charges.

22. The Allottee/s has/have seen the layout of the proposed building 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 buyers of the premises in the said complex and accordingly the Allottees of the premises in the said complex 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.

23. It is specifically declared that if the Promoter provides the facility of bore well then the Promoter shall have full right and absolute authority to grant the water connection / supply to any adjoining buildings / societies and the Allottee herein along with the other Allottees shall not raise any objection for such grant of facility of bore well water and use of such bore well water by the Promoter for construction of other buildings in the adjoining properties.

24. It is brought to the notice of the Allottee/s that the electric meters of all the Apartment premises as well as the water meters will be in the name of the Promoter herein and the Allottee/s and / or their society shall get the same transferred in their favour and the Promoter herein will grant the no objection as and when required.

25. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

26. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

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

27. **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.

28. ENTIRE AGREEMENT

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

29. RIGHT TO AMEND

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

31. 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.

**32. 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 Apartment to the total carpet area of all the Apartments in the Project.

33. 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.

34. PLACE OF EXECUTION:

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

35. 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.

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

Name of Allottee

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.

37. 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.

38. Stamp Duty and Registration: - The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

39. Dispute Resolution: - Any dispute between parties shall be settled amicably. In case of failure to settle 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.

40. 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 courts will have the jurisdiction for this Agreement.

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

42. This agreement shall always be subject to the provisions contained in Real Estate (Regulation and Development) Act, 2016, Rules and Regulations made

there under.

FIRST SCHEDULE ABOVE REFERRED TO

All that piece and parcel of land bearing Survey No. 69-A, corresponding City Survey no. 6235/1 adm. 3093.00 Sq. Mtrs., of Village Tisgaon, Taluka Kalyan, District Thane within the limits of Kalyan Dombivili Municipal Corporation, registration District Thane, Sub-registration District Kalyan.

SECOND SCHEDULE ABOVE REFERRED TO

Stilt parking, Lobby, Passage, Open Space, Staircase, Lift lobbies, Terraces, Duct Area, Refugee Area, Common entrance and exit of buildings, Play areas, Open parking areas, Common terrace spaces, installation of central services i.e. electricity, water, sanitation, underground water tank, overhead water tank, etc.

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

SIGNED & DELIVERED

by the within named Promoter

SIGNED & DELIVERED

by the within named

Allottee/s

IN PRESENCE OF WITNESS:

1. _____

2. _____

SCHEDULE OF THE FLAT

All that premises of Apartment No. of carpet area admeasuring sq. meters on floor in the building known as "VAISHNAVI PRIDE" constructed on property bearing Survey No. 69-A, corresponding City Survey no. 6235/1 adm. 3093.00 Sq. Mtrs., of Village Tisgaon, Taluka Kalyan, District Thane within the limits of Kalyan Dombivili Municipal Corporation.

ANNEXURE A

(Title Certificate)

ANNEXURE B

(Authenticated copy of the Property card or 7/12 extracts)

ANNEXURE C-1

(Authenticated copy of the plans of the layout as approved by concerned local authority)

ANNEXURE C-2

(Authenticated copy of the plans of the layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE D

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority)

ANNEXURE E

(Specifications and amenities for the apartment)

ANNEXURE F

(Authenticated copy of Registration certificate of the Project granted by Real Estate Regulatory Authority)

RECEIPT

Received of and from the allottee/s above named the sum of Rs. _____ on execution of this agreement towards Earnest Money deposit or application fee.

I say received

