

AGREEMENT FOR SALE

This Agreement for Sale is made at Golavali, Tal. Kalyan on this _____ day of _____ in the year Two Thousand and _____

Between

M/S KAPLESHWARA HOMES LLP

(PAN NO.AAWFK8420E), a Partnership firm having its office at Shop No.2, Hari Om Apt., Opp. Chopra Court, Ulhasngar-421003, Dist.- Thane. through its authorized signatory/partner **MR. VICKY PRAKASH KUKREJA**, Aged about 37 Years Occupation -Business hereinafter referred to as "the Promoters or Firm" (which term and expression shall unless it is repugnant to the context or meaning thereof shall mean and include its present partners, their heirs' executors, administrators, and assignees) of the One Part

And

1.MR/MS.....(PAN NO. _____) aged _____ years,

2.MR/MS.....,(PANNO. _____) age _____ years,

Residing at,

Dharam Villa Co-op Housing Society,A-wing,Flat no.204,Punjabi Colony,Ulhasnagar.421003.

Herein after referred to as "the Purchaser's/Allottee (which expression shall unless it is repugnant to the context or meaning thereof shall mean and include his/her/their legal heirs, successors, executors, administrators and assignees) of the Other Part.

1. RECITALS

- (i) WHEREAS the party of the One Part, the Promoters are lawfully seized and possessed of or otherwise well and sufficiently entitled to the non-agricultural lands situate in village Aajde Golavali, Tal. Kalyan, Dist. Thane, M.S., within the limits of Kalyan Dombivali Municipal Corporation bearing the following details;

Sr.No.	SURVEY NO.	HISSA NO.	H- AR-Prati	AREA (sq. Mtrs.)
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1.	84 [Old Survey No.119/6(p)]	6/C & 6D	0-66-12	6612
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(hereinafter called as "**the said Property/Project land**" for the sake of brevity).

- (ii) WHEREAS the said properties hereinabove mentioned were ancestral properties and part of agricultural lands bearing Old Survey No.119/6(p) belonging to one Shri Vishnu Rajaram Patil and Shri Ashok Rajaram Patil. After the death of Mr. Ashok Rajaram Patil the said land/properties were owned jointly by Shri Vishnu Rajaram Patil, Shri Nandu Ashok Patil, Shri Sanjay Ashok Patil, Shri Jitendra Ashok Patil, Kum.Poornima Ashok Patil and Smt. Fashibai Ashok Patil and their names are mutated on the 7/12 extract of the Revenue records till date. The copy of 7/12 extract is annexed hereto as **Annexure-A** Out of the said entire larger property a small part admeasuring 84 meters bearing S.No.84/6D was sold to Mr. Puran Shripat Yadav And Mr. Sumer Shripat Yadav in the year 2007 which is part of this whole Larger land 84/6 (P) whose names are included in Revenue records vide mutation entry no.1621 & 1623. The copy of 7/12 extract is annexed hereto as **Annexure-B**
- (iii) WHEREAS the said property was cleared under the ULC Act from the office of the Collector, Thane dated 26/04/2007 bearing No. ULC/ULN/6(1)/SR-33.
- (iv) WHEREAS the said properties were converted to non-agricultural use vide Order of Conversion from Agriculture to non-agricultural use by the Tahsildar, Kalyan dated 13/04/2018 bearing No. REVENUE/T-2/LAND/RUPANTARAN/SR/119/18.is annexed hereto as **Annexure-C**
- (v) WHEREAS the said Shri Vishnu Rajaram Patil and others had entered into an Agreement for Development with M/S Kunal Developers bearing registration serial No.5215/2007 dated 13/09/2007 for an area admeasuring 4430 sq.mtrs out of the said properties.
- (vi) WHEREAS the said Shri Vishnu Rajaram Patil and others also had entered into an Agreement for Development with M/S Radha Developers bearing registration serial 983/2011 dated 08/02/2011 for an area admeasuring 1320 sq.mtrs out of the said properties.
- (vii) WHEREAS the earlier developers being M/S Kunal Developers and M/S Radha Developers could not start the development of the said properties and hence approached the Owners Mr. Vishnu Rajaram Patil and others to cancel the development agreement , but after negotiations and discussions the said properties were decided to be given for development to another Developer and hence approached the Promoters herein to take the said properties for development on terms and conditions mutually agreeable to all parties concerned.

- (viii) AND WHEREAS The Promoters herein and the Owners and the previous developers entered into a Development agreement bearing registration No.24325/2021 dated 24/12/2021 along with Power of Attorney given by Shri Vishnu Rajaram Patil and ors to M/S Kapleshwara Homes LLP bearing registration No.24326/2021 dated 24/12/2021.
- (ix) WHEREAS a Supplementary Agreement was entered into between by Shri Vishnu Rajaram Patil and others and M/S Kapleshwara Homes LLP bearing registration No.24327/2021 dated 24/12/2021
- (x) AND WHEREAS the Promoters also entered into Development agreement with the Owners Mr. Datta prasad Rajnikant Rane and others of the rooms in a chawl A named as Ganesh Krupa Chawl built by Owner Shri Vishnu Rajaram Patil and others vide Agreement bearing registration serialNo. 24779/2021 and Power of Attorney bearing registration No. 24780/2021 dated 30/12/2021.
- (xi) WHEREAS the Promoters also entered into Development agreement with the Owners Mr.Sumer Shripat Yadav and others of the rooms in a chawl B named as Ganesh Krupa Chawl built by Owner Shri Vishnu Rajaram Patil and others vide Agreement bearing registration serial No.24777/2021 and 24778/2021 dated 30/12/2021.
- (xii) WHEREAS the Promoters also entered into a agreement with other owner of part of land along with Power of Attorney with part land holder/owner Mr. Puran Shripat Yadav and others bearing registration No.24782/2021 and 24785/2021 dated 30/12/2021. The Promoters also entered into a supplementary agreement and Power of Attorney with Mr. Puran Shripat Yadav and others bearing registration No.5448/2023 and 5449/2023 dated 08/03/2023
- (xiii) Whereas Shri. Vishnu Rajaram Patil, one of the executants of Power of Attorney and Development Deed with the Promoter during the process of approval of building plan expired on 15/10/2022 and the Power of Attorney and Development deed registered with the Sub-Registrar of Assurances were executed for consideration which had elements of Commercial transaction and as such cannot be allowed to be frustrated on account of death of one of the Executants and the Promoter have better rights/entitlement of Possession and all the benefits arising out of the said transaction shall be transferred to the Legal heirs and successors of the deceased validity brought on record.
- (xiv) AND WHEREAS the Promoters are now entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;
- (xv) AND WHEREAS the Promoters are in possession of the said property/project land pursuant to Registered Deeds of Development Agreement, the Firm is entitled to the

Larger Property. The Firm proposes to develop the said Larger Property in a phase-wise manner. Currently, the Firm is developing a mixed use development comprising of 3 Buildings or more on the said Property, being a portion of said Larger Property as may be permitted by Kalyan Dombivali Municipal Corporation.

(xvi) AND WHEREAS the Promoters have proposed to construct on the project land a Complex of 3 Buildings or more consisting of Ground/Stilt with Loft/Mezzanine+ 4Podium + 5 to 30 Habitable floors as may be permitted by Kalyan Dombivali Municipal Corporation.

(xvii) AND WHEREAS the Promoters has received the revised sanction letter from the Town Planning Authority being Kalyan Dombivali Municipal Corporation vide letter No. KDMC/TPD/BP/27VILLAGE/2018-19/29/329 dated 08/12/2022. A copy of the said Permission/Commencement Certificate is annexed hereto and marked as **Annexure-D**

(xviii) AND WHEREAS By letter EC Indetification no.EC22B038MH176284 dated 28/09/2022,the Ministry of Environment,Forest and Climate Change, Government of India issued its environmental clearance for construction of the said Buildings on the said Larger Property, subject to the terms and conditions stated therein. A copy of the said Environmental Clearance is annexed hereto and marked as **Annexure-E**

(xix) AND WHEREAS the Promoters has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai at serial No. **P5170004953**; authenticated copy is attached in **Annexure- F**

(xx) AND WHEREAS the Promoter has now appointed Architect namely Mr.Anil R. Nirgude in the name and style of Vitan Consultants having its office at B-101,1st Floor Bindu Tower, Opp Lourdes School, Santoshi Mata Road, Kalyan (w).for professional consultancy of Architectural and allied services in respect of preparation of Architectural Design, Specifications and for time to time Inspection, Supervision, Check and Control during the Progressive Stage of Construction in accordance to approved Building Plan by Kalyan Dombivli Municipal Corporation conforming to the Rules and Regulations of Building bye laws till completion and occupancy certificate is granted by Corporation ;

(xxi) AND WHEREAS the Promoter has appointed the RCC Structural Engineer namely Mr. Vikas Gokhale & Mr. Umesh Joshi in the name and style of "Associated Structural Engineers LLP" having its office at 607, Opal Square, opp Railadevi Lake,S.G.Barve Road, Wagle Estate, Thane 400604., for Professional Consultancy for Structural Engineering and allied services in respect of Structural Stability Design and Development as per the Standards of National Building Code and for time to time Inspection, Supervision, Check and Control during Progressive Stage of

Construction and final Structural Stability Certificate at the time of completion of project with ultimate Stability Certificate.

- (xxii) AND WHEREAS the Promoter has appointed Labour contractor In the name and style of Vibrant Construction through its Authorised Partner Shri. Bhavik Amrutlal Patel having Office no.7,1stFloor,A wing Horizon Heights, Kasarvadavli, Ghodbunder Road, Thane(w).400615., for the purpose of RCC Construction and Bricks Masonary work and Plastering of the said project subject to an agreement with him.
- (xxiii) AND WHEREAS by virtue of the rights of Development and possession of the said project land the Promoters have the sole and exclusive right to sell the Apartments inthe said building/s to be constructed by the Promoters on the project land and to enter into Agreement/s with the Purchaser(s)/s of the Apartments to receive the sale consideration in respect thereof;
- (xxiv) AND WHEREAS the Purchaser is offered an Apartment bearing number_Onfloor, (herein after referred to as the said "Apartment") in the wing named as of the Building (herein after referred to as the said "Building")being constructed on the project land, by the Promoters and more particularly described in the First Schedule here in under
- (xxv) AND WHEREAS on demand from the Purchaser, the Promoters has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoters' Architect M/s Vitan Consultant and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;
- (xxvi) AND WHEREAS the authenticated copies of Certificate of Title issued by the Attorney at law or Advocates namely Gideon Associates having its office at B-208,Navre Plaza, Shiv Mandir Road, Ambernath (E).421501.of the Promoters, authenticated copies of Agreement for Development, the nature of the title of the Promoters to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as **Annexure-G**
- (xxvii) AND WHEREAS the authenticated copies 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 agreed to be purchased by the Purchaser, as sanctioned and approved by the local authority have been annexed and marked as **Annexure-H**
- (xxviii) AND WHEREAS the Promoters have got some of the approvals from the concerned

local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building

(xxix) AND WHEREAS the Promoter hereby declared that the said land measuring 6612 Sqm and the promoter has further represented that there the complex of 3 buildings shall be classified into A, B and C Wing with names attributed to it. The Promoter further represents that there are commercial shops on the Ground floor with loft/Mezzanine and the Ground, First, Second, Third and Fourth floors are meant for Car parking then 5th to 30th floor are Habitable floors and the 15th Floor interconnecting all 3 Buildings is kept reserved for amenities and recreational facilities as mentioned in the approved building plan The Promoter has further brought to the Notice and Knowledge of Purchasers that there is a provision of separate access to commercial premises. The Promoter has clarified that there is a provision of two staircases and three lifts in each of the building for residential premises and the refuge areas are provided in each of the said building as per provision of Law. The Promoter has brought to the notice and knowledge of Purchasers that there is a separate water supply facility for Commercial along with Residential units separate underground water tank & Over head water tank for each wing and further there is a common Sewage Treatment Plant & Drainage facility for all the building.

(xxx) AND WHEREAS the Promoters has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

(xxxi) AND WHEREAS the Purchaser has applied to the Promoters for allotment of an **Flat No....**, on ... floor in wing ... named of Building situated at being constructed on the said Project land known as **KAPLESHWARA RESIDENCY**. With nature of facilities and amenities more particularly described in **Second Schedule**

(xxxii) AND WHEREAS the carpet area of the said Flat is sq.m & Balcony area of ... Sq.m. and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the apartment.

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

(xxxiv) AND WHEREAS, prior to the execution of these presents the Purchaser has paid

to the Promoters a sum of **Rs. _____ /- (Rupees _____ Only)**, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoters to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Promoters both hereby admit and acknowledge) and the Purchaser has agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

(xxxv) AND WHEREAS, under section 13 of the said Act the Promoters 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 Promoters hereby agrees to sell and the Purchaser hereby agrees to purchase the Apartment/Flat and the garage/covered parking(if applicable)

(2) RULES FOR INTERPRETATION

In this Agreement where the context admits:-

- (i) All reference in this Agreement to statutory provisions shall be construed as meaning and including reference to:-
 - a) Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force.
 - b) All statutory instruments or orders made pursuant to a statutory provision; and
 - c) Any statutory provision of which these statutory provisions are a consolidation, re-enactment or modification.
- (ii) Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
- (iii) Headings to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the Schedules and shall be ignored in construing the same.
- (iv) Reference to recitals, clauses or schedules are, unless the context otherwise requires, are references to recitals, to clauses of or schedules to this Agreement.
- (v) Reference to days, months and years are to Gregorian days, months and calendar years respectively.
- (vi) Any reference to the words "hereof", "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein.
- (vii) The words "include" and "including" are to be construed without limitation.

- (viii) Any reference to the masculine, the feminine and the neutral shall include each other.
- (ix) In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a working day, then the period shall include the next following working day.

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

3] CONSTRUCTION AND DEVELOPMENT

- a) The Promoters shall construct the said 3 buildings consisting of Ground/ Stilt with Loft/Mezzanine + 4 podium + 5 to 30 upper Habitable floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoters shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the Apartment of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.
- b) The Firm shall be at liberty and is entitled to complete any portion/floor/wing/part of the Building and apply for and obtain part occupation certificate thereof. When offered, the Purchaser shall be obliged and undertakes to take Unit for possession (for Fit Outs) on the basis of such part occupation certificate which relates to the Unit. In such an event, the Firm shall, without any hindrance or objection by the Purchaser, be entitled to carry out by itself or through its contractors or otherwise the remaining work in respect of Building and/or the Property even if the same causes any nuisance and annoyance to the Purchaser.
- c) The Purchaser agrees that till such time that the conveyance of the said Project Land/Property in favour of the Ultimate Organizations/Society and/or the Federation is executed, the Firm shall retain with itself all the rights on the terrace of the said Building either by themselves or through their nominee(s) or assignees as the case may be (including the right to exclusively commercially exploit the same including but not limited to installing antennae of various telecom and other service providers) and the Purchaser agrees not to raise any objection or make any claims in that regard and the claims in that regard shall be deemed to have been waived. Subject to the aforesaid, the Firm shall be at absolute liberty to allot/assign the said right to such person/s in the manner as they may deem fit and proper.

4] CONSIDERATION

- a) The Purchaser hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Purchaser Flat/Apartment **No. ___** of carpet areasq.m & Balcony area of on floor in the ... wing named(hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked as **Annexures-I** and for the consideration of **Rs...../- (Rupees..... Only)**being 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.
- b) The Purchaser has paid on or before execution of his agreement a sum of Rs...../-(Rupees only) not exceeding 10% of the total consideration as advance payment or application fee and hereby agrees to pay to that Promoters the balance amount of **Rs...../- (RupeesOnly)**
- c) The Purchaser hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Purchaser garage/covered parking spaces bearing No(Parking No will be finalized at the time of possession) situated on **P3** being constructed in the layout for the consideration of Rs./-
- d) The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus Rs./-
- e) The Promoter shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser within forty-five days. If there is any increase in the carpet area allotted to Purchaser, the Promoter shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Relevant Clause of this Agreement.
- f) The Purchaser hereby agrees to pay to the Promoter the said consideration price as per the schedule mentioned herein below. The Purchaser hereby agrees to pay to the Promoter the said consideration price in the following manner.

PAYMENT SCHEDULE

SR. NO.	DETAILS	AMOUNT
1.	On Booking 10%	

2.	On Agreement 20%	
3.	On Plinth 15%	
4.	On Slabs Completion 25% as below: On Completion of 1 st Slab 2% : On Completion of 3 rd Slab 2% : On Completion of 5 th Slab 2% : On Completion of 7 th Slab 2% : On Completion of 9 th Slab 2% : On Completion of 11 th Slab 2% : On Completion of 13 th Slab 2% : On Completion of 15 th Slab 2% : On Completion of 17 th Slab 2% : On Completion of 19 th Slab 2% : On Completion of 21 st Slab 2% : On Completion of 23 rd Slab 2% : On Completion of 25 th Slab 2% : On Completion of Top Slab 2% :	
5.	On Brick Work & Internal Plaster 2.5%	
6.	On External Plaster & External Plumbing 2.5%	
7.	Entrance Lobby,Electrical Fittings 2.5%	
8.	On Staircase,Lift well & Floor Lobbies 2.5%	
9.	On Flooring,Doors & windows 2.5%	
10.	On Elevation,Terrace & Water Proofing 2.5%	
11.	On Sanitary Fitting 2.5%	
12.	Lift & Water Pump Fittings 2.5%	
13.	On Compound Wall 2.5%	
14.	On Paving 2.5%	
15.	On Possession 5%	
16.	Total 100%	

- g) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the Apartment/Flat.
- h) The Purchaser shall pay to the Promoter separately applicable requisite Stamp Duty, Surcharge, Registration Fees, GST and all other incidental fees at the time of registration of an agreement by Promoter in favour of the Allottee.
- i) The Purchaser hereby agrees to purchase/acquire from the Firm and the Firm hereby agrees to sell to the Purchaser, the Unit for the Total Consideration set out in Schedule hereto subject to the terms and conditions mentioned herein and/or the Approvals. The Total consideration is exclusive of any sums or amounts including contribution, cess, levies, fees, deposits, maintenance Charges/Common Area Maintenance(CAM), Property Taxes, Society and other charges of any nature whatsoever as are or may be applicable and/or payable hereunder or in respect of the Unit or otherwise (present or future) and all such amounts shall be entirely borne

and paid by the Purchaser on demand being raised by the Firm.

- j) The Firm has agreed to accept the aforesaid Total Consideration on the specific assurance of the Purchaser that the Purchaser:-
- (a) Shall make payment of the installments as stated hereto, without any delay or demur for any reason whatsoever and
 - (b) Shall observe all the covenants, obligations and restrictions stated in this Agreement and
 - (c) Confirms that any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a major breach of the terms of this Agreement by the Purchaser. Under any circumstances and except in the manner is aforesaid, no express intimation or communication by the Purchaser, with regards to appropriation/ application of the payments made hereunder shall be valid and binding upon the Firm.
- k) The Promoters may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Purchaser by discounting such early payments @ NA% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Purchaser by the Promoters.
- l) The Purchaser 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.
- m) The Promoters 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 Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

5. PREMATURE DETERMINATION IN CASE OF DEFAULT OF PAYMENT

"Without prejudice to the right of promoter to charge interest in terms of sub clause 12, of this agreement 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 the defaults of payment of instalments, 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 mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

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

6] ESCALATION FREE CONSIDERATION

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

7] DISCLOSURES AND TITTLE

- (i) The Purchaser hereby declares and confirms that prior to the execution of this Agreement, (i) The Firm has made full and complete disclosure of the title to said Property. (ii) he has taken full, free and complete inspection of all the relevant documents and (iii) in relation to the Unit/Building/Property has satisfied himself of inter alia the following:-
- a) Nature of the Firm's right and title and encumbrances, if any.
 - b) The drawings, plans and specifications.
 - c) Nature and particulars of fixtures, fittings and amenities.
 - d) All particulars of designs and materials to be used in construction of the Unit and the Building.
 - e) The Approvals obtained and yet to be obtained.
- (ii) The Purchaser confirms that the Purchaser has after reading and understanding all the terms and conditions set out in this Agreement and the mutual rights and obligations of the Parties to the Agreement and Satisfying himself in all respects with regard to the title of the Firm in respect of the said Property, agreed to enter into and execute this Agreement. The Purchaser further confirms that the Purchaser was provided with a draft of this Agreement and had sufficient opportunity to read and understand the terms and conditions hereof. The Purchaser further confirms that the queries raised by him with regard to the Unit/Building/Project Land/ Property and the terms hereof have been satisfactorily responded to by the Firm. The Purchaser is aware that the Firm proposes to develop the lands adjacent to the said Project/Land /Property (**“Adjacent Lands”**). **The Promoter subject to written consent of 51% of Total Purchasers in the said project** shall amend the plans and obtain

approvals for the same so that the Adjacent Lands become part of the common layout. The Purchaser is aware that the consequent upon such development of the Adjacent Lands, the Firm may submit and obtain approvals for amended plans such that the Adjacent Lands become part of the said Project Land and common layout and part of the said project approved by the relevant authorities. It is clarified that any change in the plans or lay out shall not result in reduction in the Carpet Area of the Unit agreed to be sold here under. The Purchaser confirms that the Purchaser has been suitably advised by his advisors and well wishers and that this Agreement is being executed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Property/Project Land/Building/Unit and the implication of the terms and conditions contained in this Agreement.

8] FSI CONSUMPTION

The Promoters hereby declares that the Floor Space Index available as on date in respect of the project land measuring **6612** square meters only and Promoters have planned to utilize Full Floor Space Index. The Promoters can avail further 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 Promoters has disclosed the Floor Space Index of as proposed to be utilized by them on the project land in the said Project and Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

9] DELIVERY DATE FOR POSSESSION OF UNIT

- a) The Promoters shall give possession of the Apartment to the Purchaser on or before 31st December 2029. If the Promoters fails or neglects to give possession of the Apartment to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the Apartment with interest at the same rate at State Bank of India highest Marginal Cost of Lending Rate plus two percent per annum herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date.

10] EXTENSION/FORCE MAJUERE

- a) The Promoters shall give possession of the Apartment to the Allottee on or before

31st day of December 2029. If the Promoters 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 Promoters 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 12** herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

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

b).If however the completion of the project is delayed due to the Force Majeure conditions then the Purchaser agrees that the Promoter shall be entitled to the extension of time for delivery of the possession of the premises, provided that such force majeure condition are not of a nature which make it impossible for the contract to be implemented.

As per Rera Section 6 "Explanation. - for the purpose of this section, the expression "force majeure" shall mean a case of war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project."

Rule 6 (a) "Upon the registration **P51700049543** number in form "C". The period for which registration shall be valid shall exclude such period where actual work could not be carried by the promoter as per the sanctioned plan due to specific stay or injunction orders relating to the real estate project from any Court of law, or Tribunal, competent authority, statutory authority, high power committee, etc."

11] PROCEDURE FOR TAKING POSSESSION

The Promoters, upon obtaining the occupancy certificate from the competent authority and upon obtaining the payment made by the Allottee/Purchaser as per the agreement shall offer in writing the possession of the Apartment Flat/Shop, to the Purchaser in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Purchaser. The Promoter agrees and undertakes to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser agree(s) to pay the maintenance charges as determined by the Promoter or association of Purchasers, as the case may be. The Purchaser shall take possession of the Apartment within 15 days of the written notice from the promoter to the Purchaser intimating that the said Apartments are ready for use and occupancy:

Within 15 days after notice in writing is given by the Promoters to the Purchaser that the Apartment is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Firm is formed and the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to the Promoters such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Promoters provisional monthly contribution towards the outgoings. The amounts so paid by the Purchaser to the Promoters shall not carry any interest and remain with the Promoters until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited Firm as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Society or the Limited Firm, as the case may be.

12] INTEREST

The Rate of Interest payable by either the Promoter or the Purchaser shall be at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent per annum in case of default from any side without prejudice to the rate of interest chargeable by Kalyan-Dombivili Municipal Corporation in case of property taxes or water charges for delayed payment @ 24% per annum as per their rules.

13] DEFAULT, TERMINATION AND LIQUIDATED DAMAGES

a). The time for payment of each of the aforesaid installments of the purchase price shall be the essence of the contract in the event of the Purchaser /s making any default in payment of any of the installment of the purchase price, the Promoter will be entitled to terminate this agreement and in that event to refund to the Purchaser /s money paid by the Purchaser /s as Purchaser price till then without any interest thereon and the same shall be refunded by the Promoter to the Purchaser /s only after the said premises is sold to another party by the Promoter and that too after the receipt of sale proceeds by the Promoter from such intending Purchaser /s of the said premises. Provided further that the Promoter shall be entitled to deduct the administrative charges not exceeding 10 per cent of the Agreement value for the outgoing in respect of the said premises and the loss or damages, if any, sustained by

the Promoter on account of default committed by Purchaser /s from the said amount to be refunded by the Promoter to the Purchaser /s under these presents.

b). The Promoter shall in respect of any amount unpaid by the Allottee/s under the terms and conditions of this Agreement have a first lien and charge on the said Flat agreed to be acquired by the Allottee.

c). The booking/allotment/agreement for the said Unit(s) shall stand immediately terminated and the Purchaser shall have no right whatsoever with respect to the said Unit(s), save and except the right to receive fund of amounts.

14] DEFECT LIABILITY

If within a period of five years from the date of handing over the Apartment to the Purchaser, the Purchaser brings to the notice of the Promoters 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 Promoters at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act.

The Purchaser shall use the Apartment/Flat or any part thereof or permit the same to be used only for purpose of residence only

15] CAR PARKING

a) The Purchaser is aware that as a part of the Building and as a common amenity, the Promoter is constructing several car parking spaces to be used by the Purchasers of the units of the Building/s. At the request of the Purchaser, the Promoter hereby allocates to the Purchasers car parking spaces. The exact location of the Car Parking spaces allocated to the Purchaser shall be finalized by the Firm at the time of handing over the possession of the Unit. The Purchaser is aware that the Promoter has in the like manner allocated and shall be allocating other car parking spaces to several Purchasers of the units in the Building/s and undertakes not to raise any objection in that regard and the rights of the Purchasers to raise any such objection shall be deemed to have been waived. The Purchasers hereby further warrants and confirms that the Allottees shall, upon formation of the Ultimate Organization and /or execution of Conveyance, as contemplated herein, cause such Ultimate Organization not to alter or change the allocation of car parking spaces in the manner allocated by the Promoter to the various Purchasers (including the Purchaser herein) of the units in the Building.

- b) He/she/they shall use the garage or parking space only for purpose of keeping or parking vehicle

16] REGISTRATION

- (i) It shall be the responsibility of the Purchaser to immediately after the execution of this Agreement, at his own cost and expense, lodge the same for the registration with the Sub-Registrar of Assurances. The Purchaser shall forthwith inform the Firm the serial number under which the same is lodged so as to enable the representative of the Firm to attend the office of the Sub-Registrar of Assurances and admit execution thereof. The Firm may extend assistance/ co-operation for the registration of this Agreement, at the cost and expense of the Purchaser. However, the Firm shall not be responsible or liable for any delay or default in such registration.

17] SOCIETY FORMATION/ULTIMATE ORGANIZATION

The Purchaser along with other Purchaser(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Firm to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Firm and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Purchaser, so as to enable the Promoters to register the common organisation of Purchaser. No objection shall be taken by the Purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

Time period for the formation of association of allottees by whatever name called, not being in compliance with the proviso of Section 11 (4)(e) of the Act read with Rule 9 (1) of the Rules which proviso and Rule are as follows:

Rera Section 11(4)(e) of the 'Provided that in the absence of local laws, the association of allottees by whatever name called, shall be formed within a period of three months of the majority of allottees having booked their plot or apartment or building, as the case may be, in the project;'

Rule 9(1)(i)'Where a Co-operative Housing Societythe Promoter shall submit the application in that behalf to the Registrar for registration of a Co-operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 or a company or any other legal entity, within three months from the date or which fifty-one per cent of the total number of allottees in such a building or a wing have booked their apartment.

Rule 9(1)(ii) "Where a Promoter, then the Promoter shall submit an application to the Registrar for registration of the Co-operative Society or the company application to the Registrar for registration of the co-operative society or the company to form and register an Apex Body in form of Federation or Holding entity consisting of all such entities in the layout formed as per clause(i) of Sub-rule (1) of rule 9(1)(i) herein above. Such application shall be made within a period of three months from the date of the receipt of Occupation Certificate of the last of the building which was to be constructed in the layout.

18] CONVEYANCE OF LAND TO SOCIETY

i). Unless it is otherwise agreed to by and between the parties hereto the Promoters shall, get registration of the Society as aforesaid cause to be transferred to the Society all the right, title and interest of the Owner and the Promoter in the allocated part of the said land together with the Building thereon by obtaining/ or executing the necessary Deed of Conveyance of the said land (or to the extent as may be permitted by the authorities) and the said building in favour of such Society as the case may be and such Deed of Conveyance shall be in keeping with the terms and provisions of this Agreement. The Promoter shall not be responsible and liable for any delay by the Allottee despite receipt of notice to execute the application for registration and /or membership and other papers and documents necessary for the formation and registration of the society and for becoming a member, including the bye-laws for the proposed Society

Time period for execution of registered conveyance deed with the association of allottees by whatever name called, not being as per the mandate of Section 17 of the Rera Act read with Rule 9 (2) of the Rules, the said mandate reads as follows:

Section 17 "Provided that in the absence of any local law conveyance deed in favour of the allottee or the association of the allottees or the competent authority, as the case may be, under this section shall be carried out by the promoter within three months from date of issue of occupancy certificate."

Rule 9 (2) (ii) "Period for Conveyance of title, by Promoter, to legal entity of allottees in case of single building project.

The Promoter shall (subject to his right In dispose of the remaining apartments, if any) execute the conveyance of title within three months front the date of issue of occupancy certificate."

Rule 9 (2) (iii) "Period for conveyance of title, by Promoter, to organization of allottees in case of Layout.

(a) in the case of a building or a wing of a building in a Layout, the Promoter shall (subject to his right to dispose of the remaining apartments, if any) execute the conveyance of the structure of that building or wing of that building (excluding basements and podiums) within one month from the date of issue o/ occupancy certificate.

(b) In the case of a layout, the Promoter shall execute the conveyance of the entire undivided or inseparable land underneath all buildings Jointly or otherwise within three months from the date of issue of occupancy certificate to the last of the building or wing in the layout.”

19] FACILITY MANAGEMENT FIRM OR AGENCY

- (i) The Promoter shall maintain the Building from the date of Occupancy Certificate through his own resources or source required for maintenance purpose for the period of 24 (Twenty four) months. Or else the Promoter may chose to appoint Facility Management Agency.
- (ii) The Purchaser is aware that the Buildings including the Building and maintenance and upkeep of the Common Areas and Amenities of the Building/Project Land/Property shall be managed by a Facility Management Firm (“FMC”) appointed by the Firm for a period upto 24 (Twenty four) months commencing from the Date of Offer of Possession (for Fit Outs) and thereafter, which may be decided by the Ultimate Organization/Federation. The Purchaser along with other purchasers of the units shall be entitled to avail of the services to be provided or arranged by or through the FMC at a cost or charges that may be fixed by the FMC. All common costs, charges and expenses that may be claimed by the FMC shall be to the account of and jointly borne by the purchasers of units in the Building. These common costs shall be shared by all such purchasers on pro-rata basis as determined by the Firm and/or FMC, which determination shall be binding on the Purchaser.
- (iii) The Purchaser agrees and undertakes to cause the Ultimate Organization/Federation to be bound by the rules and regulations that may be framed by the FMC from time to time. The Purchaser along with the other purchasers in the Building shall undertake and cause the Ultimate Organization/Federation or ratify the appointment of the FMC as aforesaid.
- (iv) The Purchaser is aware that the Firm is not in the business of or providing services proposed to be provided by the Service Providers/FMC or through the Service Providers/FMC. The Firm does not warrant or guarantee the use, performance or otherwise of these services provided by the respective Service Providers/FMC. The Parties hereto agree that the Firm is not and shall not be responsible or liable in connection with any defect or the performance/non-performance or otherwise of these services provided by the respective Service Providers/FMC.

20] PROPERTY TAXES

- (i) The Purchaser shall liable to pay Property Taxes from the date of Possession as demanded by Kalyan- Dombivili Municipal Corporation and the penalty if any livable by the Corporation @ 24 % p.a. and the Promoter may opt to adjust the

amount payable before the date of possession to the Purchaser. The Purchaser shall always opt to pay Property Taxes directly to the Municipal Corporation.

OR

- (ii) The Property Taxes, as may be determined from time to time, shall be borne and paid by the Purchaser, separately from any of other consideration/levy/charge /Maintenance charges, etc. The said amount shall be paid by the Purchaser on/before 30th April of each financial year, based on the estimate provided by the FMC, which shall provide the said estimate on/before 15th April of the said financial year. The Purchaser shall be liable to pay interest at 24% p.a., quarterly compounded, for any delayed payment. The actual amount paid for the property tax shall be reconciled and paid back/balance paid in the month of March of the said financial year. For the purposes of this Agreement, the financial year is assumed to be from April to March.
- (iii) The Property Tax shall be collected on the basis of applicability from the date of possession. The actual amount of Property Tax payable shall be as per the demand(s) raised by the concerned authorities and at upon receipt of such demand, the Firm shall pay the amount collected from all the purchasers of the said wing/Building directly to the authorities and provide the receipt for the same to the Ultimate Organization. If there is any shortfall between the amount deposited with the Firm by the Purchasers towards 'Property Tax' and the demand raised by the authorities ("Shortfall Amount"), the Firm shall inform the purchasers of such shortfall and the purchasers shall be liable to ensure that the same is paid to the Firm within 7 (Seven) days of such intimation. The Firm shall not be responsible for any penalty/delay/ action on account of such Shortfall amount and the same shall entirely be to the account of the Purchasers. In case there is any surplus amount collected visa-versa the demand raised by the authorities, the same shall be handed over to the Ultimate Organization at time of handover of the affairs of the Ultimate Organization to the Purchasers.

21] REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS

The Promoters hereby represents and warrants to the Purchaser as follows:

- i. The Promoters has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoters has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project

land and said building/wing shall be obtained by following due process of law and the Promoters has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

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

vii. The Promoters 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/Flat which will, in any manner, affect the rights of Purchaser under this Agreement;

viii. The Promoters confirms that the Promoters is not restricted in any manner whatsoever from selling the said Apartment/Flat to the Purchaser in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of Purchasers the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchasers;

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

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

22] PURCHASER'S COVENANTS

The Purchaser for himself with intention to bring all persons into whose hands the Unit may come, doth hereby covenants and undertakes to cause the Ultimate Organization /Federation to ensure that the Building is kept in good condition after takeover of the affairs of the Building by the said Ultimate Organization/Federation. Towards this end, following actions shall be taken by the Ultimate Organization /Federation and each purchaser agrees to ensure that the following are taken without delay or demur, for any reason whatsoever:

- a) To maintain the Unit at the Purchaser's own cost in good tenantable repair and proper condition from the Date of Offer of Possession (for Fit Outs) and shall not do or suffer to be done anything in or to the Building in which the Unit is situated, or to the staircase or any passages in which Unit may be situated against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the Building in which the Unit is situated and the Unit itself or any part thereof.
- b) The Building name shall not be changed at any time by the Purchaser of the Ultimate Organization without the prior written consent of the Firm.
- c) Ensure and cause the Ultimate Organization not to deface or disorganize or disturb the sign board and display advertisement of the Firm and shall maintain in proper

condition and protect its stability as may be necessary for effective display and illumination of the advertisement or sign board of the promoter on any Unit. In the event the Purchaser or Ultimate Organization causes any damage to the said Advertisement, the Purchaser and the Ultimate Organization shall be liable to pay the amount equal to the damages to the Promoter and shall restore the Advertisement existing prior to the date of damage otherwise the Promoter may launch a prosecution.

- d) Ensure and cause the Ultimate Organization that after formation of society or association of persons not to charge maintenance on unsold Units in the custody of the Promoter and Promoter shall not be liable to pay any maintenance charges for unsold flats or shops as the case may be.
- e) The Purchaser shall only upon obtaining and after receipt of the occupation certificate, use the Unit or any part thereof or permit the same to be used for purpose of residence and not for commercial use or as a guest house by whatsoever name and shall use the Car Parking Space only for purpose of keeping or parking the Purchaser's own vehicle/s.
- f) The Purchaser, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Firm with such permission, approvals which would enable the Firm to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Firm accepts no responsibility/liability in this regard. The Purchaser shall keep the Firm fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Firm immediately and comply with necessary formalities if any under the applicable laws. The Firm shall not be responsible towards the third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/ allotment of the said Unit applied for herein in any way and the Firm shall be issuing the payment receipts in favour of the Purchaser only.
- g) Not to store in the Unit any goods which are of hazardous, combustible or of dangerous nature so as to damage the construction or structure of the Building in which the Unit is situated or storing of such goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on upper floors which may damage or likely to damage the staircases, common passages or any other structure of the Building in which the Unit is situated, including entrances of the Building in which the Unit is situated and in case any damage is caused to the Building in which the Unit is situated or the Unit on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the Breach.
- h) To carry at his own cost, all internal repairs and maintain the Unit in the same condition, state and order in which it was delivered by the Firm to the Purchaser and shall not do or suffer to be done anything in or to the Building in which the Unit is situated which may be given as per the rules, regulations and bye - laws of the

concerned local authority or other public authority. And in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and /or other public authority.

- i) Not to carry out any additions or alterations in the Unit and/or Building which affect the structure, façade and/or services of the units/wing (including but not limited to not making any change or to alter the windows and/or grills provided by the Firm) and the Firm shall not be responsible, if additions and alterations are done in the Unit and/or the Building by the Purchaser (or any agent thereto), in violation of building regulations and shall be liable to prosecution
- j) Not to make any changes to the common area/lobby and structural changes in the Building. The Purchaser shall not relocate brick walls onto any location which does not have a beam to support the brick wall. The Purchaser shall not change the location of the plumbing or electrical lines (except internal extensions). Further, the Purchaser shall not change the location of the wet/waterproofed areas. The Purchaser agrees to comply with the possession policy and the permissible changes policy of the Firm as amended from time to time.
- k) Not to demolish or cause to be demolished the Unit or any part thereof, not at any time make or cause to be made any structural addition or alteration of whatever nature in or to the Unit or any part thereof, not any alteration in the elevation and outside color scheme of the building in which the Unit is situated and shall keep the portion, sewers, drains pipes, in the Unit and 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 Unit is situated and shall not chisel or in any other manner damage or cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Unit without the prior written permission of the Firm and/or the Ultimate Organization.
- l) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the portion of the said Property and the Building in which the Unit is situated or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.
- m) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Unit in the compound or any portion of the said Property and/or the Said Building in which the Unit is situated.
- n) Ensure and cause the Ultimate Organization that the Building is painted once every 5 years from the Date of Offer of Possession (for Fit Outs) and kept in good and proper condition.
- o) Not to put any wire, pipe, grill, plant, outside the Unit and not to dry any clothes and not to put any articles outside the Unit or the windows of the Unit or any storage in any area which is visible from the external façade of the building, save and except the utility area (if applicable as marked in the sale plan).
- p) The Purchaser is aware that in order to ensure safety of the workmen and the Purchaser, the Purchaser shall not be allowed to visit the site during the time that the Building is under construction. The Firm shall provide photographic updates of the construction progress (quarterly or half-yearly basis). Further, the Purchaser shall also be given the opportunity for inspecting the Unit prior to taking possession (for Fit Outs)
- q) Not to put any claim in respect of the restricted amenities including open car parking space, open space, stilt parking, hoarding, gardens attached to other Units or terraces and the same are retained by the Firm as restricted amenities. The Purchaser is aware that certain parts of the building shall be allocated for exclusive use of certain users/residents. The price of the Unit has been determined taking this into consideration and the Purchaser waives his right to raise any dispute in this regard.

- r) The Purchaser is aware that various purchasers have chosen to buy unit(s) in the development with the assurance that the conduct of all users of the development shall be appropriate and in line with high standards of social behavior. Similarly, the Firm has agreed to sell this Unit to the Purchaser on the premise that the Purchaser shall conduct him in a reasonable manner and shall not cause any damage to the reputation of or bring disrepute to or cause nuisance to any of the other purchasers in the project and/or the Firm and/or the development. Any Purchaser which indulges in any action which does not meet such standards shall be construed to be in default of his obligations under this Agreement.
- s) To pay to the Firm within 7(seven) days of demand by the Firm its share of security deposit demanded by concerned local authority of government or giving water, electricity or any other service connection to the Building in which the Unit is situated. To pay to the Firm within 7 (seven) days of demand by the Firm, his share of HVAC and Diesel consumptions charges in the Unit which will be calculated on a pro-rata basis.
- t) The Purchaser is aware that brickwork, plaster, flooring and painting, whether internal or external, may be initiated and demanded by the Firm at any stage during the construction cycle. The Purchaser undertakes to make payment of the same as and when demanded.
- u) To clear and pay increase in local taxes, development charges, water charges, insurance and such other taxes, fees, 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 Unit by the Purchaser viz, user for any purposes other than for residential or otherwise.
- v) The Purchaser acknowledges that as on the Date of Offer of Possession (for Fit Outs), works in the Unit shall be complete and the Unit shall have regular water and electricity supply, as well as lift access. There may be certain works which may be ongoing in the Building/Project Land/Property at such time but in due care shall be taken to ensure that the fit outs of the Unit are not affected in any manner by such works. It is clarified that the Offer of Possession (for Fit Outs) entitles the Purchaser to carry on interior and other related works in the Unit but does not entitle the said Unit to be occupied till such time that the occupation certificate is received in relation to the said Unit.
- w) The Purchaser shall not sell, lease, let, sub-let, transfer, assign or part with Purchaser's interest or benefit under this Agreement or part with the possession of the till such time that the occupation certificate of the Unit is received and all the amounts payable by the Purchaser are paid in full and the Purchaser is not in breach of any of the terms and conditions of this Agreement. Any sale/transfer of the Unit after this time shall require written approval from the Ultimate Organization (and till such time that the Ultimate Organization is formed, of the Firm) to ensure that the inherent nature of the society is not compromised by bringing in any member who does not subscribe to the guidelines and /or objectives of the Ultimate Organization. Any document for sale/transfer/lease etc. which is entered into without obtaining written approval of the Ultimate Organization (and till such time that the Ultimate Organization is formed, of the Firm) shall not be valid and not binding on the Firm.
- x) The Purchaser shall observe and perform all the rules and regulations or bye-laws (including operating standards) which the Ultimate Organization/Federation of the Project Land/said Property may adopt at its inception and the additions, alterations or amendment thereof that may be made from time to time for the protection and maintenance of the Building and the Unit therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid

down by the Ultimate Organization regarding the occupation and use of the Unit in the Building in accordance with the terms of this Agreement.

- y) The Purchaser agrees and acknowledges that the sample unit constructed by the Firm and all furniture's items, electronic goods, amenities etc. provided thereon are only the purpose of show casing the Unit and the Firm is not liable/required to provide any furniture items, electronic goods, amenities etc. as displayed in the sample Unit, other than as expressly agreed by the Firm under this Agreement.
 - z) Until a Deed of Conveyance in favour of the Ultimate Organization/Federation is executed and the entire project is declared by the Firm as completed, the Purchaser shall permit the Firm and their surveyors and agents, with or without workmen and others, at all reasonable times to enter into and upon the Unit , Building and Buildings or any part thereof to view and examine the state and condition thereof.
- aa) In the event the electric meter of the Unit has not been installed by the Date of Offer of Possession (for Fit Outs), the Firm shall be obliged to provide power supply to the Unit. The power supply will be in line with the supply generally provided by the electric distribution Firm in that area with regard to the duration and voltage. The Purchaser shall pay a fixed monthly sum to the Firm for providing this supply, which shall be made known to the Purchaser prior to the handover of the Unit for fit outs.
- bb) Notwithstanding anything contained herein, the Purchaser is aware that the Booking Amount duly paid by the Purchaser at that time of application for allotment of the said Unit, is a guarantee/security for the due performance of his contractual obligations under this Agreement and the Firm is entitled to forfeit the full or part of the said the Booking Amount in terms of this Agreement and the Purchaser has no objection to the same and it waives his right to raise any objection with respect to the same.
- cc) The Purchaser is aware that for buildings where construction has commenced and /or completed, all construction related dues need to be completed as demanded by the Firm, and the Purchaser has no objection to the same and it waives his right to raise any objection with respect to the same.
- dd) It is agreed that in the event that the Ultimate Organization/Federation (as the case may be) has been formed but there is/are unit/s in the Building that are not sold by the Firm, till such time that such unsold unit/s is/are sold/leased, the property tax for such unsold units shall be payable by the Firm as charged by the competent authorities and the CAM charges shall be payable by the Firm for such unsold units from the date of handover of the Ultimate Organization by the Firm. It is hereby agreed by the Purchaser (and the Purchaser shall cause the Ultimate Organization/Federation to agree and ratify) that the Firm shall have the unconditional and irrevocable right to sell, transfer, lease, encumber and/or create any right, title or interest in the unsold units without any consent/no-objection of any nature whatsoever in this regard from the Ultimate Organization/Federation and such Purchaser of such unsold unit/s shall be and shall deemed to be a member of the Ultimate Organization/ Federation. The Purchaser hereby agrees that it shall forthwith admit such unit purchasers of the Firm as their purchasers and/or shareholders and shall forthwith issue share certificates and other necessary documents in their favour, without raising any dispute or objection to the same, and without charging/recovering from them any fees, donation or any other amount of whatsoever nature in respect thereof. Further, it is hereby agreed that the purchaser/lessees/occupants of these unsold unit/s shall enjoy and shall be entitled to enjoy all rights and privileges with respect to the use of the common areas, amenities and facilities at par with any other member of the Ultimate Organization/Federation.

- ee) The Purchaser hereto agrees and acknowledges that at the time of handover of the Ultimate Organization/ Federation, the Firm shall earmark certain parking spaces for use by such unsold units and the Purchaser hereby agrees and shall cause the Ultimate Organization/ Federation to ensure that these car parking spaces are kept available for use by the purchasers/occupants of the unsold units.
- ff) The Purchaser shall ensure that the key common areas of the Building viz. entrance lobby, garden & play areas, temple (if applicable) are maintained to the highest standards with regular cleaning and maintenance. Refurnishing /major overhaul to be done every 5 years, starting from Date of Offer for Possession (for Fit Outs)
- gg) The Purchaser shall not make or permit to be made any alterations/additions to the façade of the Building/wing and/or the structural elements of the Building/wing.
- hh) In order to have adequate funds to meet these obligations, the Purchaser undertakes to pay and the Ultimate Organization/Federation shall collect a sum equivalent to minimum 10% of the monthly maintenance charges (excluding any government levies) as 'sinking fund' from each purchaser/member and the same shall be kept in a separate account which shall be used for undertaking major capital and/or renovation expenses related to the Building and its key common areas.
- ii) The Purchaser undertakes to observe all other stipulations and rules which are provided herein order to enable the Building to be well maintained and enable all purchasers/members to enjoy the usage of these areas as originally designed.
- jj) Upon and after handover of the management to the Ultimate Organization, the Ultimate Organization (and its members) will be responsible for all fulfillment of all obligations and responsibilities in relation to approvals/ permissions as may be required by the concerned authorities from time to time.
- kk) The Purchaser agrees not to do or omit to do any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Project/Building or Kapleshwara Group or its representatives. In the event the Purchaser does or omits to do any such act, deed or thing then the Firm shall, without prejudice to any other rights or remedies available in law, be entitled to the termination of the Agreement to sell.

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 Purchaser 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 Promoters until the said structure of the building is transferred to the Society/Limited Firm or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

23] PROJECT LOAN (IF ANY)

THIS CLAUSE SHALL BE APPLICABLE ONLY WHEN THE SO SITUATION ARISES AND PRESENTLY THERE IS NO SUCH SITUATION.PRESENTLY THE FIRM HAS NOT AVAILED ANY PROJECT LOAN

THE PROMOTERS if avails Project Loan / Finance from any Bank or Financial Institution,

against the security of the land for construction of the Buildings on the Project Land. After the Promoters executes this Agreement, he/she/they shall obtain "No Objection Certificate" from the said Bank and all the payments by the Purchaser shall be made in the name of "_____ " in A/c No. __ of **M/s.KAPLESHWARA HOMES LLP**. The Promoters further undertakes that they have not mortgaged the said Project Land / Apartment/Flat with any other Bank or Financial Institution and the said Apartment/Flat is otherwise free from any other encumbrances.

24] SECURITIZATION OF THE TOTAL CONSIDERATION

THIS CLAUSE SHALL BE APPLICABLE ONLY WHEN THE SITUATION SO ARISES AND PRESENTLY THERE IS NO SUCH SITUATION

The Purchaser hereby accords/grants his irrevocable consent to the Firm to securitize the Total Consideration and/or part thereof and the amounts receivable by the Firm hereunder and to assign to the banks/financial institutions the right to directly receive from the Purchaser the Total Consideration/or part thereof. The Purchaser upon receipt of any such intimation in writing by the Firm agrees and undertakes, to pay without any delay, demur, deduction or objection to such bank/financial institutions, any action that such banks/financial institutions may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the said loan in respect of the Unit.

25] BINDING EFFECT:

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

26] ENTIRE AGREEMENT:

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

27] RIGHT TO AMEND

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

**28] PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER /
SUBSEQUENT PURCHASERS**

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

29] SEVERABILITY:

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

**30] METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER
REFERRED TO IN THE AGREEMENT:**

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

31] 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.

32] PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoters's Office, or at some other place, which may be mutually agreed between the Promoters and the Purchaser, in after the Agreement is duly executed by the Purchaser and the Promoters 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 .The Purchaser and/or Promoters 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 Promoters will attend such office and admit execution thereof.

33] SERVICES OF NOTICE

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

Name of Purchaser:

1.Mr.....

2.Mr.....

Purchaser's Address:.....

Notified Email ID:

M/s Promoters name:Kapleshwara Homes LLP

Promoters Address:Kapleshwara Residency, Survey no.84/6C, Kalyan Shil Road, Nr Regency Anantam, Golavali, Dombivli(E).421201.

Notified Email ID: sales.kapleshwara@gmail.com

It shall be the duty of the Purchaser and the Promoters 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 Promoters or the Purchaser, as

the case may be.

34] JOINT PURCHASERS:

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

35] STAMP DUTY AND REGISTRATION:

The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser.

36] 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, there under.

37] GOVERNING LAW:

That the rights and obligations of the parties under arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Taluka & District courts will have the jurisdiction for this Agreement.

38] MISCELLANEOUS

- (i) Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the Unit of the said Property and Building or any part thereof. The Purchaser shall have no claim with regards to all the open spaces, parking spaces, lobbies, staircase, terraces, gardens attached to the other Units, recreation spaces etc. save and except in respect of the Unit hereby agreed to be sold to him as set out herein.
- (ii) All Notices to be served on the Purchasers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchasers by the Registered Post A.D./Under Certification of Posting at the address specified in Third Schedule hereto.

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

FIRST SCHEDULE

Flat bearing no. _____ on ___ Floor in..... wing in building by name to be

constructed on on the said land bearing **Survey No.84/6C and 84/6D** admeasuring **6612 sq.mtrs** ,part of this Larger land **84/6 (p)**,at village **Golavali,Dombivli East**.
Tal.Kalyan,Dist.Thane,M.S., within the limits of Kalyan Dombivali Municipal Corporation, Dist. Thane along with all the rights of development.

The entire landed property is bounded as under: -

- EAST :Survey no.87
WEST :12 M D.P.Road (Survey no.84,Hissa no.4)
NORTH :24 M D.P.Road (Survey no.84,Hissa no.9)
SOUTH :Survey no.84,Hissa no.5

SECOND SCHEDULE

(AMENITIES & FACILITIES TO BE PROVIDED)

FLOORING

- 2x2 Vitrified Tiles

KITCHEN

- Granite platform with stainless steel sink
- Designer tiled dado above the platform upto Beam Level
- Provision for water purifier plumbing

WINDOWS & DOORS

- Powder coated sliding windows
- Granite/Marble window frames
- Decorative laminated main door with fittings
- Both side laminated internal doors with lock system

BATHROOM & TOILETS

- Anti-skid flooring and designer dado tiles
- High quality bath & sanitary fittings
- Concealed plumbing
- Provision for geyser

ELECTRICAL

- Concealed copper wiring
- Cable TV & telephone points in Living room
- Modular electrical switches
- Provision for Inverter wiring

WALLS

- Gypsum finished internal walls
- Plastic paint in whole flat

EXTERNAL AMENITIES

GENERAL FEATURES

- Well designed entrance lobby
- Branded Elevators with power backup
- Earthquake resistant RCC structure

SECURITY AMENITIES

- Modern security & firefighting systems
- Power back-up for Elevators & Key Utility areas
- Intercom system for every flat
- Closed circuit CCTV camera system at Entrance Lobby

LEISURE AMENITIES

- Gymnasium
- Indoor Games room
- Children’s Play Area

IN WITNESS WHEREOF the parties hereto have put their respective hands on the day and year first hereinabove mentioned.

SIGNED, SEALED AND DELIVERED BY)
 within named **THE PROMOTERS**)
M/S. KAPLESHWARA HOMES LLP
 through its Partner
MR.VICKY PRAKASH KUKREJA)

AND

SIGNED, SEALED AND DELIVERED)
 By the within named **PURCHASERS**)
MR.....

MR.....

IN THE PRESENCE OF WITNESSES

1. NAME :
 ADDRESS :

2. NAME :
 ADDRESS :

RECEIPT

RECEIVED of and from **MS.....**the Purchaser/Allottee in respect of the aforesaid transaction a sum of **Rs.....** being the amount of earnest money/initial payment paid or to be paid by him/her to us.We say received

For Kapleshwara Homes LLP

Partner

Housiey.com