

AGREEMENT FOR SALE

This Agreement is made at Katrap, Badlapur(E), Tal.Ambarnath, Dist. Thane on this ____ day of _____ 2017.

BETWEEN.....

M/S KASATA HOME TECH, (PAN NO. **AAKFK7253M**) a partnership firm, having its office at Gala No.5. Sai Pooja Arcade, Plot No.67, Sector 35, Kamothe, Navi Mumbai, through its partner **SHRI.....** aged about ---- years, Occupation Business, , hereinafter called as the **PROMOTER/DEVELOPERS** (which expression shall unless it is repugnant to the context or meaning thereof shall mean and include its present directors, board members, successors, administrators and assignees) the **PARTY OF THE FIRST PART**

AND

1)Mr./Mrs./Miss. _____,
Age ____ Yrs, Occ : _____, Residing at : _____

2)Mr./Mrs./Miss. _____,
Age ____ Yrs, Occ : _____, Residing at _____

hereinafter referred to as "**THE ALLOTTEE/ FLAT PURCHASER/S**" (which expression shall unless it be repugnant to the context or meaning thereof and include their respective heirs, executors, administrators and assigns) party of the **SECOND PART**.

WHEREAS;

a) the party of the FIRST PART obtained development rights in respect of non-agricultural Landed property viz.

Sr.No.	VILLAGE NAME	SURVEY /HISSA NO.	Plot no.	AREA IN SQ.MTRS.
1	Village Katrap, Tal. Ambernath, Dist.Thane,	64/1(P)		3100
2		64/1(P)		3100
3		65/6		20900
4		57/9(P)		3790 SQ.MTRS TDR
5	Village Katrap, Tal. Ambernath, Dist.Thane,	87/2(P)	3(p)	197
6		87/1(p)	3(p)	341.17
7		87/2(p)	4	850.9
	AREA OF PROJECT LAND AVAILABLE FOR PHASE II			28489.07

All the property No. 1 to 7 hereinafter shall together be referred to as "**the said Project Land property**" for the sake of brevity.

FLOW OF TITLE OF ALL THE PROPERTIES SHOWING RIGHTS OF PROMOTER AS UNDER :-
PROPERTY NO.1

Landed property bearing Survey No.64, Hissa No.1(P), Area admn.3,100 Sq.mtrs., Village Katrap, Tal.Ambarnath, Dist.Thane, was previously jointly owned & possessed by Mr. Pandurang Gopal, Mr. Laxman Gopal, Mr. Jaitu Namaji Patil & Mr. Amruta Padu Bhande they have partitioned their properties and as per the said partition the said land recorded in the name of Mr. Mahadu Buvaji Patil and his name recorded to the revenue record by virtue of Mutation Entry No.115, dated 30/03/1946.

AND WHEREAS Mr. Mahadu Buvaji Ghorpade given statement before Hon'ble Addl. Ass. Consolidation, Thane, on 18/04/1957, for transferring the said land in the name of Mr. Bhaga Mahadu Ghorpade, therefore as per the statement of Mr. Mahadu Buvaji Ghorpade the said land transferred in the name of Mr. Bhaga Mahadu Ghorpade, by virtue of Mutation Entry No.298, dated 14/05/1957.

AND WHEREAS as per the statement given by Mr. Bhagaji Mhadev Ghorpade, the said land recorded in the name of Mr. Janardhan Bhagaji Ghorpade, by way of Mutation Entry No.911, dated 10/12/1975.

AND WHEREAS though the said land was owned by Mr. Janardan Bhagaji Ghorpade , it was possessed by 1)Mr. Yashwant Vishwanath Patwardhan, 2)Mr. Ganesh Yashwant Patwardhan, 3)Deepak Yashwant Patwardhan, 4)Kumar Yashwant Patwardhan, therefore they have filed Civil Suit on 05/08/1995 against Mr. Janardan Bhagaji Ghorpade in the court of Civil Judge, J.D., Ulhasnagar, Under RCS No.327/1995, and in the said matter the Hon'ble Judge passed order in favour of Plaintiffs on 06/11/1995 and as per the said order the name of Mr. Janardan Bhagaji

Ghorpade has been cancelled from 7/12 extract and the name of Plaintiffs i.e. Mr. Yashwant Vishwanath Patwardhan & Others, and which is recorded as per Mutation Entry No. **1981**, dated 23/06/1996.

AND WHEREAS Mr. Janardan Bhagaji Ghorpade, Vasant Bhagaji Ghorpade, Subhash Bhagaji Ghorpade & Kamlakar Bhagaji Ghorpade purchased the said land from 1)Mr. Yashwant Vishwanath Patwardhan, 2)Mr. Ganesh Yashwant Patwardhan, 3)Deepak Yashwant Patwardhan, 4)Kumar Yashwant Patwardhan, through their C/a. Vijay Krihnaji Pisekar, by virtue of Registered Deed of Conveyance dated 3/08/2011, Vide Reg.No.8094/2011 and which is recorded as per Mutation Entry No. **2752**, dated 12/08/2011.

AND WHEREAS by Development Agreement dated 20/10/2011, is duly registered at the office of Sub-Registrar of Ulhasnagar-2 under their No 12665/2011 dated 12/12/2011, the Promoters herein have purchased the development rights in respect of the said property No.1 from SHRI JANARDHAN BHAGAJI GHORPADE AND OTHERS.

AND WHEREAS the said SHRI JANARDHAN BHAGAJI GHORPADE AND OTHERS also granted the requisite Power of Attorney unto the Promoters herein in respect of the said property for the purpose of development which is duly registered under No. 12666/2011 dated 12/12/2011 at the office of Sub-Registrar of Assurances, Ulhasnagar-2.

PROPERTY NO.2

Landed property bearing Survey No.64, Hissa No.1(P), Area admn. 0-28-5 plus pot kharaba 0-02-5 total area admn. 3,100 Sq.mtrs., Village Katrap, Tal.Ambernath, Dist.Thane, was owned & possessed by Mr. Bhagaji Mhadev Ghorpade, and as per the statement given by him the said land recorded in the name of Mr. Janardan Bhagaji Ghorpade, by way of Mutation Entry No. **911, dated 10/12/1975.**

AND WHEREAS the said land was owned by Mr. Vasant Bhagaji Ghorpade but the said land was possessed by 1)Prakash Shantaram Kasar, 2)Ashok Shantaram Kasar, 3)Sharad Shantaram Kasar & 4)Vijay Shantaram Kasar, therefore they have filed Civil Suit on 06/12/1995 against Mr. Vasant Bhagaji Ghorpade in the court of Civil Judge, J.D., Ulhasnagar, Under RCS No.462/1995, and in the said matter the Hon'ble Judge passed order in favour of Plaintiffs on 25/03/1996 and as per the said order the name of Mr. Vasant Bhagaji Ghorpade has been cancelled from 7/12 extract and the name of Plaintiffs i.e. Mr. Prakash Shantaram Kasar & Others, and which is recorded as per Mutation Entry No. **2048**, dated 01/08/1997.

AND WHEREAS 1)Vasant Bhagaji Ghorpade, 2)Anjali Vasant Ghorpade, 3)Sachin Vasant Ghorpade, 4)Subhash Bhagaji Ghorpade, 5)Seema Subhash Ghorpade, 6)Harshal Subhash Ghorpade, 7)Kamlakar Bhagaji Ghorpade, 8)Kalpita Kamlakar Ghorpade, 9)Janardhan Bhagaji Ghorpade, 10)Lata Janardhan Ghorpade, 11)Rupali Janardhan Ghorpade, 12)Reshma Sameer Patil & 13)Madhuri Janardhan Ghorpade purchased the said land from 1)Prakash Shantaram Kasar for himself and C/a. for 2)Ashok Shantaram Kasar, 3)Sharad Shantaram Kasar & 4)Vijay Shantaram Kasar, by virtue of Registered Deed of Conveyance dated

19/10/2011, Vide Reg.No.10782/2011, and their name recorded to the revenue record as per Mutation Entry No.2776, dated 03/11/2011.

AND WHEREAS by Development Agreement dated 30/12/2011, duly registered at the office of Sub-Registrar of Ulhasnagar-2 under their No 1186/2012 dated 31/01/2012, the Promoters herein have purchased the development rights in respect of the property No.2 from Mr. VASANT BHAGAJI GHORPADE AND 12 OTHERS.

AND WHEREAS the said Mr. VASANT BHAGAJI GHORPADE AND 12 OTHERS also granted the requisite Power of Attorney unto the Promoters herein in respect of the said property for the purpose of development which is duly registered under No. 1187/2012 dated 31/01/2012 at the office of Sub-Registrar of Assurances, Ulhasnagar-2.

PROPERTY NO.3

Landed property bearing Survey No.65, Hissa No.6, Area admn.1-29-0 plus 0-20-0 total 20900 Sq.mtrs., Village Katrap, Tal.Ambernath, Dist.Thane was owned & possessed by Mr. Padu Narsu Bhande who expired on 15/03/1936, leaving behind his for sons viz; Amruta, Babu, Damu & Shankar, and out of them the name of Amruta Padu Bhande recorded as HUF to the said land and which is recorded as per Mutation Entry No.70, dated 05/02/1937.

AND WHEREAS Mr. Pandurang Gopal, Mr. Laxman Gopal, Mr. Jaitu Namaji Patil & Mr. Amruta Padu Bhande were the joint holders(khatedar) of their various properties and they have partitioned their properties and as per the said partition the said land recorded in the name of Mr. Mahadu Buvaji Patil Gorpade and his name recorded to the said land by virtue of Mutation Entry No.115, dated 30/03/1946.

AND WHEREAS Mr. Mahadu Buvaji Patil Ghorpade given statement before Hon'ble Addl. Ass. Consolidation, Thane, on 18/04/1957, for transferring the said land in the name of Mr. Bhaga Mahadu Ghorpade, therefore as per the statement of Mr. Mahadu Buvaji Ghorpade the said land transferred in the name of Mr. Bhaga Mahadu Ghorpade, by virtue of Mutation Entry No.298, dated 14/05/1957.

AND WHEREAS as per the statement given by Mr. Bhagaji Mhadev Ghorpade, the said land recorded in the name of Mr. Janardhan Bhagaji Ghorpade, by way of Mutation Entry No.911, dated 10/12/1975.

AND WHEREAS the said land was in the name of Mr. Janardhan Bhagaji Ghorpade but the said land was possessed by 1)Gurunath Dagdu Ambavane, 2)Saroj Gurunath Ambavane, 3)Rajendra Gurunath Ambavane, 4)Jitendra Gurunath Ambavane, 5)Dilip Dagdu Ambavane, 6)Pradeep Dagdu Ambavane, 7)Jayshree Shantaram Sontakke, 8)Cittaranjan Shantaram Sontakke, 9)Nandlal Vishwanath Patkar, 10)Santosh Vishwanath Santosh Patkar, 11)Sandeep Vishwanath Patkar, 12)Vandana Vithoba Bhopatrao & 13)Sunanda Eknath Angre filed Civil Suit before Civil Judge JD Ulhasnagar , vide R.C.S.No.477/1995 dated 15.12.1995, and as per the Order of Court name of MR. janardan Bhagaji Ghorpade Cancelled and name of Plaintiff 1)Gurunath Dagdu Ambavane, 2)Saroj Gurunath Ambavane, 3)Rajendra Gurunath Ambavane, 4)Jitendra Gurunath Ambavane, 5)Dilip Dagdu Ambavane, 6)Pradeep Dagdu

Ambavane, 7)Jayshree Shantaram Sontakke, 8)Cittaranjan Shantaram Sontakke, 9)Nandlal Vishwanath Patkar, 10)Santosh Vishwanath Santosh Patkar, 11)Sandeep Vishwanath Patkar, 12)Vandana Vithoba Bhopatrao & 13)Sunanda Eknath Angre recorded to the Revenue record as per Mutation Entry No.2049 dated 1.7.1997.

AND WHEREAS 1)Reshma Sameer Patil, 2)Vasant Bhagaji Ghorpade, 3)Anjali Vasant Ghorpade, 4)Sachin Vasant Ghorpade, 5)Subhash Bhagaji Ghorpade, 6)Seema Subhash Ghorpade, 7)Harshal Subhash Ghorpade, 8)Kamlakar Bhagaji Ghorpade, 9)Kalpita Kamlakar Ghorpade, 10)Lata Janardhan Ghorpade & 11)Rupali Janardhan Ghorpade purchased the said land from 1)Gurunath Dagdu Ambavane, 2)Jitendra Gurunath Ambavane, 3)Dilip Dagdu Ambavane, 4)Padeep Dagdu Ambavane, 5)Saroj Gurunath Ambavane, 6)Jayshree Shantaram Sontakke, 7)Vatsala Vishwanath Patkar, 8)Cittaranjan Shantaram Sontakke, 9)Shekhar Shantaram Sontakke, 10)Santosh Vishwanath Patkar, 11)Sandeep Vishwanath Patkar, 12)Vandana Vithoba Bhopatrao & 13)Rajendra Gurunath Ambavane for himself and C/a. for Sunanda Eknath Angre, by virtue of Registered Deed Confirmation dated 04/02/2009, of Deed of Conveyance, Vide Reg.No.416/2009 and which is recorded as per Mutation Entry No.2505, dated 07/03/2009.

AND WHEREAS by and under Development Agreement dated 30/08/2011, duly registered at the office of sub-registrar of assurances, Ulhasnagar - 2 under their no. 8949 / 2011 dated 30/08/2011, the said owners MRS. RESHMA SAMEER PATIL & OTHERS have entrusted the development rights in respect of the aforesaid property No.3 in favour of the Promoter

AND WHEREAS the said MRS.RESHMA SAMEER PATIL & OTHERS also granted the requisite Power of Attorney unto the Promoters herein in respect of the said property for the purpose of development which is duly registered under No. 8950/2011 dated 30/08/2011 at the office of Sub-Registrar of Assurances, Ulhasnagar-2.

PROPERTY NO.4

The Promoters herein have purchased the TDR in respect of the property lying and situated at **Village Katrap, Tal. Ambarnath, Dist. Thane, bearing Survey No. 57 Hissa No.9(P), area admeasuring about 3790 sq. mtrs.**, from **SHRI KAMLAKAR BHAGAJI GHORPADE AND SACCHIDANAND KESHAV GAVAND** vide Agreement for sale of TDR dated 31/01/2012, duly registered at the office of Sub-registrar of Assurances, Ulhasnagar- 2 under Sr. No. 1172/2012 Dated 31/01/2012.

PROPERTY NO.5

The landed property bearing Survey No.87, Hissa No.2(P), Plot No.3(P), Area admn.197 Sq.mtrs., Village Katrap, Tal.Ambarnath, Dist.Thane was owned & possessed by Smt. Jankibai Ramchandra Pradhan who expired on 31/07/1938, and after her demise the name of Mr. Balkrishna Vasudev Pradhan recorded to the said land by virtue of Mutation Entry No.80, dated 19/02/1939.

AND WHEREAS Khatedar Mr. Balkrishna Vasudev Pradhan applied to the Tahsildar for transferring the said land in the name of his son Mr. Rajaram

Balkrishna Pradhan and as per the Order No.RTS/3152, dated 28/04/1951 the name of Mr. Rajaram Balkrishna Pradhan recorded to the said land and which is recorded as per Mutation Entry No.126, dated 13/05/1951.

AND WHEREAS Tenant Burya Raut Purchased the said land from owner Mr. Rajaram Balkrishna Pradhan for an amount of Rs.814.44/- as per order No.96, dated 14/04/1984, issued by A.L.T. & Addl. Mamledar, Kalyan, u/s.32G of B. T. A. L. T. Act, 1948, therefore the name of Mr. Burya Raut recorded to the holder column by applying condition u/s.43 of B.T.A.L.T. Act. & Encumbrance of Rs.814.44/- kept in other rights Column and which is recorded as per Mutation Entry No.395, dated 25/10/1986.

AND WHEREAS Mr. Sanjay Shrinivas Sharma purchased the said land from 1)Mr. Pandharinath Burya @ Barku Raut , 2)Mr. pandurang Burya @ Barku Raut for himself and C/a. for 2)Mr. Gajanan Burya @ Barku Raut, 3)Mrs. Kasubai Pandurang Langde, 4)Mrs. Janabai Pundalik Kondi, by virtue of Deed of Conveyance and as per ULC Order No.ULC/ULN/26(1)/SR-5605, dated 24/05/1989 and which is recorded as per Mutation Entry No.1771, dated 09/09/1990.

AND WHEREAS Mr. Virendra Lalji Patel Purchased the said land from Mr. Sanjay Shrinivas Sharma by virtue of registered Deed of Conveyance dated 10/09/2001, Vide Reg.No.2692/2001, for total consideration of Rs.2,32,589/- and which is recorded as per Mutation Entry No.2323, dated 01/02/2005.

AND WHEREAS Mr. Virendra Lalji Patel by virtue of Deed of Conveyance dated 19.3.2014 duly registered before the Sub-registrar Ulhasnagar -2 vide Reg.No.UHN2-3138/2014 sold and conveyed the said land to M/s. KASATA HOME TECH through partner mr. vasant karsanbhai patel and Mr. kirit Ambalal Patel and thus Promoter become absolute owner of the said property No.5.

AND WHEREAS name of M/s. KASATA HOME TECH through its partner Mr. Vasant karsanbhai patel and Mr. kirit Ambalal Patel recorded to the Revenue Record by virtue of Mutation Entry No.3038.

PROPERTY NO.6

landed property bearing Survey No.87, Hissa No.1(P), Plot No.3(P), Area admn.341.17 Sq.mtrs., Village Katrap, Tal.Ambernath, Dist.Thane, was owned & possessed by Mr. Ambo Dhule and after his demise the names of legal heirs viz; 1)Kanu Ambo Dhule (son), 2)Padu Ambo Dhule (son) & 3)Sitabai dagdu Ghorpade (daughter) recorded to the said land by virtue of Mutation Entry No.746.

AND WHEREAS 1)Kanu Ambo Dhule, 2)Padu Ambo Dhule & 3)Sitabai dagdu Ghorpade were the owners of the said land and they have partitioned their properties and as per the said partition the said land recorded to the share of Mr. Kanu Ambo Dhule and his name recorded to the said land by virtue of Mutation Entry No.1671, dated 07/12/1988.

AND WHEREAS the said land was owned by Mr. Kanu Ambo Dhule and after Layout by Asst. Director, Town Planning, Thane, Vide Order No.LINO/NA/U.NAGAR/2544 and as per the Order No.REV/DESK/I/NAP/VII/122, dated 20/07/1983 the Hon'ble Addl. Collector, Thane, has given the confirmation for the above lay out of the

said land and as per the lay out plan the said land i.e. Survey No.87, Hissa No.1(P), Plot No.3, recorded in the name of Mr. Mahadu Kanu Dhule by virtue of Mutation Entry No.1812, dated 13/12/1991.

AND WHEREAS Smt. Dipti Diwakar Kamat purchased the said land from Mr. Mahadu Kanu Dhule, by virtue of Deed of Conveyance dated 16/04/1992, for an amount of Rs.44,935/- and which is recorded as per Mutation Entry No.1856, dated 01/01/1993.

AND WHEREAS Mr. Ravji Lalji Patel purchased the said land from Mrs. Dipti Diwakar Kamat, through her C/a. Mr. Shrinivas Raj Sharma, by virtue of Deed of Conveyance dated 12/03/1996, for an amount of Rs.1,72,590/- and which is recorded as per Mutation Entry No.2325, dated 01/02/2005.

AND WHEREAS Mr. Ravji Lalji Patel by virtue of Deed of Conveyance dated 24.2.2014 duly registered before the Sub-registrar Ulhasnagar -2 vide Reg.No.UHN2-2225/2014 sold and conveyed the said land to M/s. KASATA HOME TECH through its partner Mr. Vasant karsanbhai patel and Mr. kirit Ambalal Patel and thus Promoter become absolute owner of the said property No.6.

AND WHEREAS name of M/s. KASATA HOME TECH through its partner Mr. Vasant karsanbhai patel and Mr. kirit Ambalal Patel recorded to the Revenue Record by virtue of Mutation Entry No.3040.

PROPERTY NO.7

The landed property bearing Survey No.87, Hissa No.2(P), Plot No.4, Area admn.850.9 Sq.mtrs., Village Katrap, Tal.Ambernath, Dist.Thane was owned & possessed by Smt. Jankibai Ramchandra Pradhan who expired on 31/07/1938, and after her demise the name of Mr. Balkrishna Vasudev Pradhan recorded to the said land by virtue of Mutation Entry No.80, dated 19/02/1939.

AND WHEREAS Khatedar Mr. Balkrishna Vasudev Pradhan applied to the Tahsildar for transferring the said land in the name of his son Mr. Rajaram Balkrishna Pradhan and as per the Order No.RTS/3152, dated 28/04/1951 the name of Mr. Rajaram Balkrishna Pradhan recorded to the said land and which is recorded as per Mutation Entry No.126, dated 13/05/1951.

AND WHEREAS Tenant Burya Raut Purchased the said land from owner Mr. Rajaram Balkrishna Pradhan for an amount of Rs.814.44/- as per order No.96, dated 14/04/1984, issued by A.L.T. & Addl. Mamledar, Kalyan, u/s.32G of B. T. A. L. T. Act, 1948, therefore the name of Mr. Burya Raut recorded to the holder column by applying condition u/s.43 of B.T.A.L.T. Act. & Encumbrance of Rs.814.44/- kept in other rights Column and which is recorded as per Mutation Entry No.395, dated 25/10/1986.

AND WHEREAS Mr. Shrinivas Raj Sharma purchased the said land from 1)Mr. Pandharinath Burya @ Barku Raut , 2)Mr. pandurang Burya @ Barku Raut for himself and C/a. for 3)Mr. Gajanan Burya @ Barku Raut, 3)Mrs. Kasubai Pandurang Langde, 4)Mrs. Janabai Pundalik Kondi, by virtue of Deed of Conveyance and as per ULC Order No.ULC/ULN/26(1)/SR-5606, dated 24/05/1989 and which is recorded as per Mutation Entry No.1772, dated 09/09/1990.

AND WHEREAS Mr.AMRUT RAVJI PATEL Purchased the said land from Mr. Shrinivas Raj Sharma by virtue of registered Deed of Conveyance dated 8.2.1996, Vide Reg.No.671/1996, for total consideration of Rs.2,64,730/- and which is recorded as per Mutation Entry No.2326, dated 01/02/2005.

AND WHEREAS Mr.AMRUT RAVJI PATEL by virtue of Deed of Conveyance dated 19.3.2014 duly registered before the Sub-registrar Ulhasnagar -2 vide Reg.No.UHN2-3137/2014 sold and conveyed the said land to M/s. KASATA HOME TECH through partner mr. vasant karsanbhai patel and Mr. kirit Ambalal Patel and thus Promoter become absolute owner of the said property No.7.

AND WHEREAS name of M/s. KASATA HOME TECH through its partner Mr. Vasant karsanbhai patel and Mr. kirit Ambalal Patel recorded to the Revenue Record by virtue of Mutation Entry No.3039.

Thus the Property No.1 to 3 are possessed by the Promoter through Development rights and property No.4 to 7 possessed by the promoter through Deed of Conveyance and thus the Promoter has got every right to develop the said property as per sanctioned plan.

The property described hereinabove as Property No.1 to 7 are collectively called as **"the said Project Land property"**.

The Pramoter/Owner/Developer have got the Non-Agricultural permission from the Collector, Thane under their Order No. MAHASUL/K-1/ T-14/NAP/SR-23/12, dated 04/04/2012 for the property mentioned at clause No.1 to 3

Dy. Collector, Thane under their Order No.REV/DESK/i/NAP/SR122 DATED 20.7.1983 issued Non-Agricultural permission for the property mentioned at clause No.5 to 7 .

b) The Pramoter/Developer for property No. 1 to 3 obtained sanctioned/approved Plan from the Kulgaon Badlapur Municipal Council vide permission/sanction No. KBNP/NRV/BP/2540-351 Unique No.351 Dated 3.2.2012.

c) And thereafter the promoter after obtaining TDR of another property got revised sanctioned plan from Kulgaon Badlapur Municipal Council vide permission/sanction No. KBNP/NRV/BP/1879-266/2012-13 Unique No.266 Dated 7/12/2012.

d) And thereafter the promoter after purchasing Property mentioned at clause No.a(5) to a(7) again got revised sanctioned plan from Kulgaon Badlapur Municipal Council vide permission/sanction No. KBNP/NRV/1601/2014-15 Unique No.165 Dated 22.8.2014.

e) And thereafter the promoter got revised sanctioned plan from Kulgaon Badlapur Municipal Council vide permission/sanction No. KBNP/NRV/BP/1101/2016-17 Unique No.153 Dated 3.2.2017.

f) THE Pramoter are entitled and enjoined upon to construct buildings on the project land in accordance with the aforesaid sanctioned plan and the recitals hereinabove.

g) THE Pramoter/Developer is in possession of the project land.

h) and thereafter commenced the construction of a multistoried building over the said property and are ready to sell the constructed flats/shops/offices/units to prospective purchasers for valuable consideration.

i) AND WHEREAS the Promoter/Owner/Developer proposed to construct on the project land various buildings as per the latest revised Sanctioned plan details of the same are as under :-

Total no. of buildings – 5 Buildings
Building No/WING - G-1, G-2,G-3,G-4 & G-5 - STILT + 7 FLOOR
Basement - NIL
Podiums - NIL
Stilt - 1

Name of Building got Occupation Certificate :- BUILDING H-5,H-6,H-7,H-8,H-9,H-10,H-15,H-16,H-17,H-18,H-19,H-20,H-21 in the Project known as “KALP CITY” - PHASE-I, Katrap, Badlapur(E)

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

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no _____; authenticated copy is attached in Annexure 'F';

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

AND WHEREAS by virtue of Deed of Conveyance the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof.

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects URBAN VASTU DESIGNER, Kulgaon Badlapur, and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder.

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2.

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure D.

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/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.

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

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said Proposed revised sanctioned plan issued **by Kulgaon Badlapur Municipal Council vide permission/sanction No. KBNP/NRV/BP/1101/2016-17 Unique No.153 Dated 3.2.2017 .**

AND WHEREAS the Allottee has applied to the Promoter for the allotment of an Apartment bearing Flat No....., on thefloor in the building known as “.....”, in the complex named **““KALP CITY” - PHASE-II”**, situated on Survey No.65, HISSA No.6, survey No.64, Hissa No.1(p), Survey No.87/2(p), 87/1(P) Plot No.3, Survey No.87/2(p) Plot No.4 , village Katrap, Tal.Ambarnath, Dist.Thane , total area admn. **28489.07 sq.mtrs.**

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

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

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority vide No..... Dated

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, 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 Party of the First Part has agreed to sell to the Party of the Second Part; and the Party of the Second Part has agreed to Purchase from the Party of the First Part one self-contained flat/unit/shop/office in the complex named **“KALP CITY” - PHASE-II**, situated on the said property which is more particularly described in details in the schedule hereunder written; upon and subject to the declarations, terms & conditions hereinafter contained.

NOW THESE PRESENTS WITNESSETHand the parties herein agree as follows:

1.a(i) The Promoter shall construct following number of buildings
Building No. G-1, G-2,G-3,G-4 & G-5 - STILT + 7 FLOOR

Therefore total Number of Building proposed to be constructed are 5. Having 1 stilt , 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 Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

a(ii)The Owners/Developers hereby declare and confirm that by virtue of the Development Agreement and Deed of Conveyance, they are have all the rights and absolute authority to develop the said project Land property by constructing thereon building/s containing of self contained Apartment, flats, offices, shops, units and other premises as may be permissible by Planning Authority and law. The Owners/Developers hereby further confirm that they have prepared the building plans of the proposed complex/buildings through their architect URBAN VASTU DESIGNER and the same has been sanctioned by the Kulgaon-Badlapur Municipal Council. The copy of the said sanctioned plans duly signed by the

Owners/Developers and the architect has been handed over to the Purchaser/s.

a(iii)The OWNERS/DEVELOPERS shall construct the 5 number of buildings having ground and Seven upper floors on the said property in accordance with the building plans sanctioned by the KBMC and which has been shown to the Purchaser/s.

a(iv) The Party of the First Part hereby agrees to sell to the Party of the Second Part; and the Party of the Second Part has agreed to Purchase from the Party of the First Part one self-contained Apartment bearing **No.....**, on the floor in the building known as “.....”, in the Project named **“KALP CITY” - PHASE-II**, situated on Survey No.65, HISSA No.6, survey No.64, Hissa No.1(p), Survey No.87/2(p), 87/1(P) Plot No.3, Survey No.87/2(p) Plot No.4 , village Katrap, Tal.Ambarnath, Dist.Thane admeasuringsq.mtrs. **carpet area**, hereinafter totally referred to as **"The said Apartment"** which is more particularly described in details in the schedule hereunder written) as shown in the Floor plan thereof hereto annexed nd marked Annexure C-1 and C-2 for the consideration of Rs..... (Rupees Including Rs..... being the proportionate price of the common areas and Rs..... being parking spaces 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.

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

1(c) The Allottee has agrees to pay the above consideration in the following manner;

i) The Allottee has paid on or before execution of this agreement a sum of Rs._____ (Rupees _____ only) as advance payment or application fee in the following manner :-

DATE	BANK NAME	CHEQUE NO	AMOUNT

ii)The Allottee hereby agrees to pay to that Promoter the balance amount of Rs(Rupees) in the following manner :-

PAYMENT SCHEDULE FOR GROUND + 7 FLOOR BUILDING

Sr.No	PARTICULARS	%
1	ON BOOKING	10%
2.	ON THE EXEUCION OF AGREEMENT FOR SALE	20%
3	ON COMPLETION OF PLINTH WORK	15%
3	ON COMPLETION OF 1 ST SLAB	4%
4	ON COMPLETION OF 2 ND SLAB	3%
5	ON COMPLETION OF 3 RD SLAB	3%
6	ON COMPLETION OF 4 TH SLAB	3%
7	ON COMPLETION OF 5 TH SLAB	3%
8	ON COMPLETION OF 6 TH SLAB	3%
9	ON COMPLETION OF 7 TH SLAB	3%
10	ON COMPLETION OF 8 TH SLAB	3%
11	ON COMPLETION OF INTERNAL PLASTER/WALLS, FLOORING, DOOR AND WINDOWS OF THE APARTMENT	5%
12	ON COMPLETION OF PLUMBING & SANITARY FITTING STAIRCASE, LIFT WELLS, LOBBIES, FLOOR LEVEL ETC,	5%
13	ON COMPLETION OF EXTERNAL PLUMBING AND EXTERNAL PLASTER, ELEVATION, TERRACES WITH WATERPROOFING OF THE BUILDING OR WING OF THE APARTMENT	5%
14	ON COMPLETION OF LIFT, WATER PUMPS, ELECTRICAL FITTINGS, ELECTRO, MECHANICAL AND ENVIRONMENT REQUIRMENTS, ENTRANCE LODDY, PLINTH PROTECTION, PAVING OF AREAS APPERTAIN AND ALL OTHER REQUIREMENT	10%
16	BALANCE AT THE TIME OF POSSESION	5%
	TOTAL	100%

1(d) It is hereby expressly agreed that the time for payment of each of the aforesaid installment of the consideration amount shall be essence of contract. All the above respective payments shall be made within 7 days of the promoters / builders sending a notice to the purchaser/s calling upon him/her to make payment of the same. Such notice is to be sent under certificate of posting/ registered post A.D./ Courier service at the address of the Purchaser/s mentioned above and this posting will be sufficient discharge to the promoters/ builders. The Purchaser also agrees and assure to pay as and when demanded by the promoter the additional charges viz. electricity meter connection charges, development charges, society formation and conveyance charges, share money application charges, entrance fee of the Society or Limited Company, professional costs of the Attorney-at-law, Advocates appointed in connection with formation of the said Society, or as the case may be Limited Company, preparing its rules, regulations and bye-laws etc.

1(e) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter 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 Promoter) up to the date of handing over the possession of the Apartment. The Allottee. Apart from consideration amount the Allottee liable to pay GST to the promoter before registration of the Agreement for sale.

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

1(h) 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 cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3 of this Agreement.

1(i) 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.

Note: Each of the instalments mentioned in the sub clause (ii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

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

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] 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 instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. (“Payment Plan”).

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is square meters only and Promoter has planned to utilize Floor Space Index of by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the 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.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

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

ADDRESS OF THE ALLOTTEE

Email i.d. of the allottee

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.

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

6. The Promoter shall give possession of the Apartment to the Allottee on or before..... day of20___. 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 -

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

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

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy:

7.3 Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the [Apartment/Plot] 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/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

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

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business.(*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation 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 or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 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 project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee 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/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-
(i) Rs. for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
(ii) Rs. for formation and registration of the Society or Limited Company/Federation/ Apex body.
(iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body
(iv) Rs.for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
(v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &
(vi) Rs for deposits of electrical receiving and Sub Station provided in Layout

11. The Allottee shall pay to the Promoter a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share stamp duty and registration charges payable and, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee 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 lease or any

document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project.

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project.

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report.

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas.

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee 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/Plot] 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/Plot] 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 area of the Structure to the Association of the Allottees.

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and

other outgoings, whatsoever, payable with respect to the said project to the competent 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.

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

i. To maintain the Apartment at the Allottee's own cost in good and tenable 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 tenable 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, Partis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

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

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

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

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

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The Promoter undertake to maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings,

legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. 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/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. THE Promoter undertake that, he shall not Mortgage or create charge on the Apartment, after execution of this Agreement, and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/plot].

18. 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.

19. 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.

20. RIGHT TO AMEND

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

21. 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/Plot], in

case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

22. 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.

23. 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/Plot] to the total carpet area of all the [Apartments/Plots] in the Project.

24. 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.

25. 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 Sub-registrar Ulhasnagar-2/4.

26. 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.

27. 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 _____

(Allottee’s Address)_____

Notified Email ID: _____

M/S KASATA HOME TECH,
office at Gala No.5. Sai Pooja Arcade,
Plot No.67, Sector 35, Kamothe, Navi Mumbai,
Notified Email ID: kalpcityindia@gmail.com

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.

28. 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.

29. Stamp Duty and Registration :-

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

Which are as under :-

STAMP DUTY CHARGES :.....

REGISTRATION CHARGES :.....

30. Dispute Resolution :-

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

31. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Ulhasnagar/Kalyan courts will have the jurisdiction for this Agreement

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

SCHEDULE - I
SCHEDULE OF THE SAID LAND HERETO DESCRIBED

PROPERTY NO.1

ALL THAT PIECE AND PARCEL OF non-agricultural land bearing Survey No.64, Hissa No.1(P), Area admn.0-29-0 + 0-02-0 (H-Aar-Prati) = 3,100 Sq.mtrs., Village Katrap, Tal.Ambarnath, Dist.Thane, Within The Local Limits Of Kulgaon Badlapur Municipal Council And Within The Registration District Thane, Sub Registration District Ulhasnagar bounded as follows:

- On Or Towards The East : S.No.87/2 & 3
- On Or Towards The West : S.No.65/5
- On Or Towards The South : S.No.65/5
- On Or Towards The North : S.No.64/2

PROPERTY NO.2

ALL THAT PIECE AND PARCEL OF non-agricultural land bearing Survey No.64, Hissa No.1(P), Area admn. 0-28-5 plus pot kharaba 0-02-5 total area admn. 3,100 Sq.mtrs., Village Katrap, Tal.Ambarnath, Dist.Thane, Within The Local Limits Of Kulgaon Badlapur Municipal Council And Within The Registration District Thane, Sub Registration District Ulhasnagar bounded as follows:

- On Or Towards The East : S.No.87/2 & 3
- On Or Towards The West : S.No.65/6
- On Or Towards The South : S.No.64/1(p)
- On Or Towards The North : S.No.67/1(p)

PROPERTY NO.3

ALL THAT PIECE AND PARCEL OF non-agricultural land bearing Survey No.65, Hissa No.6, Area admn.1-29-0 plus 0-20-0 total 20900 Sq.mtrs., Village Katrap, Tal.Ambarnath, Dist.Thane, Within The Local Limits Of Kulgaon Badlapur Municipal Council And Within The Registration District Thane, Sub Registration District Ulhasnagar bounded as follows:

- On Or Towards The East : S.No.86
- On Or Towards The West : S.No.65/5
- On Or Towards The South : S.No.64/1(p)
- On Or Towards The North : S.No.85/2

PROPERTY NO.4
(TDR)

ALL THAT PIECE AND PARCEL OF non-agricultural land Survey No. 57 Hissa No.9(P), area admeasuring about 3790 sq. mtrs., TDR situated at Village Katrap, Tal. Ambarnath, Dist. Thane, Within The Local Limits Of Kulgaon Badlapur Municipal Council And Within The Registration District Thane, Sub Registration District Ulhasnagar

PROPERTY NO.5

ALL THAT PIECE AND PARCEL OF non-agricultural land bearing Survey No.87, Hissa No.2(P), Plot No.3(P), Area admn.197 Sq.mtrs., Village Katrap, Tal.Ambernath, Dist.Thane, Within The Local Limits Of Kulgaon Badlapur Municipal Council And Within The Registration District Thane, Sub Registration District Ulhasnagar bounded as follows:

- On Or Towards The East : 30 mtrs Road
- On Or Towards The West : S.No.87/3
- On Or Towards The South : S.No.87 plot no.4
- On Or Towards The North : S.No.87/1 Plot No.3

PROPERTY NO.6

ALL THAT PIECE AND PARCEL OF non-agricultural land bearing Survey No.87, Hissa No.1(P), Plot No.3(P), Area admn.341.17 Sq.mtrs., Village Katrap, Tal.Ambernath, Dist.Thane, Within The Local Limits Of Kulgaon Badlapur Municipal Council And Within The Registration District Thane, Sub Registration District Ulhasnagar bounded as follows:

- On Or Towards The East : 30 mtrs Road
- On Or Towards The West : S.No.87/3(p)
- On Or Towards The South : S.No.87/2
- On Or Towards The North : Open space garden

PROPERTY NO.7

ALL THAT PIECE AND PARCEL OF non-agricultural land bearing Survey No.87, Hissa No.2(P), Plot No.4, Area admn.850.9 Sq.mtrs., Village Katrap, Tal.Ambernath, Dist.Thane, Within The Local Limits Of Kulgaon Badlapur Municipal Council And Within The Registration District Thane, Sub Registration District Ulhasnagar bounded as follows:

- On Or Towards The East : 30 mtrs Road
- On Or Towards The West : S.No.87/3(p)
- On Or Towards The South : S.No.87/3
- On Or Towards The North : Plot No.3

Together with all easement rights .**SCHEDULE - II**

SCHEDULE OF FLAT HERETO DESCRIBED

NAME OF PROJECT	BUILDING/ WING NAME	FLAT NO.	AREA CARPET	FLOOR
“KALP CITY” - PHASE-II				

SCHEDULE III

COMMON AREA AVAILABLE TO THE ALLOTEE –

- Staircase
- Garden
- Building Terrace

COMMON AMENITIES FOR FLATS

WALLS :

- External walls of 6" thick brick masonry and internal walls of 4" brick masonry.

PLASTER :

- External sand face plaster and internal smooth finish plaster.

FLOORING :

- 2'X2' Vitrified Tiles flooring in all rooms.

DOORS :

- Decorative main entrance door with wooden frame.
- Internal flush door.

WINDOWS :

- Powder coated aluminum Sliding windows and marble sill.

KITCHEN :

- Granite platform with stainless steel sink.
- Glazed tiles dado up to Beam level.
- Provision for exhaust fan.
- Electrical and plumbing point for water purifier in kitchen.

TOILET :

- Glazed tiles dado up to 7ft.
- Two wash basin in 2-BHK.

LIVING ROOM :

- Molding POP in living room and bed room.

PLUMBING :

- Concealed plumbing with hot and cold Mixture in all Bath.
- Good quality fixtures.

ELECTRICAL :

- Concealed copper wiring with sufficient electric points with quality modular switches

PAINTING :

- Distemper paint in all rooms with attractive combination in living room. Semi Acrylic paint on external walls.

IN WITNESS WHEREOF the Parties hereto have signed and delivered these presents the day and year herein above mentioned.

SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER

NAME OF PROMOTER/BUILDER	SIGNATURE/ L.H.THUMB IMPRESSION	PHOTOGRAPH
M/S. KASATA HOME TECH PAN NO. AAKFK7253M THROUGH ITS PARTNER _____		

SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE

NAME OF ALLOTTEE	SIGNATURE/ L.H.THUMB IMPRESSION	PHOTOGRAPH

WITNESSES:

1) _____

2) _____

RECEIPT

Received from the purchaser the day and year above mentioned a sum of Rs...../- (Rupees only) out of total consideration amount of Rs...../- (Rupees), as and by the way of part-payment/advance/full Sale Consideration herein above mentioned by virtue of below mentioned Cash/cheques viz. :-

DATE	BANK NAME	CHEQUE NO	AMOUNT

WE SAY RECEIVED

FOR M/S KASATA HOME TECH

Authorised Signatory