

PANCHRATNA DEVELOPERS

SHOP No.1, SWASTIK PLATINUM, HAJIMALANG ROAD, PISAVALI, KALYAN EAST -421306

Village : PISAVALI
Flat No. : Flat No. ____
Flat Area : ____ sq. meter carpet
Flat Cost : Rs. ____/-
Stamp Duty: Rs. ____/-

AGREEMENT FOR SALE

This Agreement is made at Dombivali

on this ____ day of _____ 2023

BETWEEN

Ms. PANCHRATNA DEVELOPERS

M. J.
Partner

PANCHRATNA DEVELOPERS

SHOP No.1, SWASTIK PLATINUM, HAJIMALANG ROAD, PISAVALI, KALYAN EAST -421306

M/S. PANCHRATANA DEVELOPERS, a partnership firm, having its office at 204, Shop No. 1, Swastik Platinum, Hajimalang Road, Piswali Kalyan (East) through its Partner _____ Age _____ years, hereinafter called and referred to as the **Promoter/Seller** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors, administrators and assigns) being the Party of the **First Part**

AND

MR. _____ aged about _____ years, residing _____ hereinafter called and referred to as the **Purchasers** (which expression shall unless it be repugnant to the context or meaning thereof mean and include their respective heirs, executors, administrators and assigns) being the Party of the **Second Part**

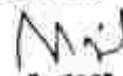
WHEREAS M/S. Panchratana Developers and its Partner are the Owners of that piece and parcel of land lying, being and situate at Village: Pisavali, Taluka: Kalyan, District: Thane, within the limits of the Kalyan Dombivli Municipal Corporation bearing:

Village	Survey no.	Hissa no.	Area sq. meters
Pisavali	33	4/2	4400 sq. mtrs

hereinafter for the sake of brevity called and referred to as the **"said property"**.

AND WHEREAS by and under the Conveyance Deed registered at the office of Sub-Registrar of Assurances at Kalyan-4 under serial No. 7513/2021 dated 23/06/2021 the said Promoter/Seller have acquired Ownership rights of the said Property in the name of M/S. Panchratana Developers through its Partner at and for the price/consideration and on the terms and conditions therein contained and in pursuance thereto said Promoter/Seller have also executed the power of attorney registered under Serial No. 7512/2021 on 23/06/2021 in the name of M/S. Panchratana Developers through its Partner.

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AND WHEREAS By virtue and record of Mutation Entry No. 1376, dated 8/7/2021, 1) Manshukh D. Velani, 2) Dinesh R. Patel, 3) Kishor R. Patel, 4) Rajesh P. Venali through confirming party M/s Dynamic Buildtech Ltd. Through its Director- Yadnesh Prabhulal velani sale said land through Conveyance Deed Reg. No. 7513/2021 dated 1/7/2021 to Purchaser M/s Panchratana Developers through its partner 1 to 7.

AND WHEREAS By virtue and record of Mutation Entry No. 1117, dated 16/1/2016, 1) Manshukh D. Velani, 2) Dinesh R. Patel, 3) Kishor R. Patel, 4) Rajesh P. Venali buy said land through Conveyance Deed Reg. No. 6157, dated 11/9/2015 from 1) Fasubai N. Bhoir and others Mohan Namdev Bhoir for self & H.U. F. Karta Pudhari, Nilesh Namdev Bhoir, Ashok Namdev Bhoir for self & H.U. F. Karta Pudhari, Sitabai Kaluram Gaikar (Sitabai Namdev Bhoir), Vidya Ramkrishna Patil (Vithabai Namdev Bhoir), Vandar Gajanan Bhoir for self & H.U.F Karta Pudhari, Haribau Gajanan Bhoir, Balaram Gajanan Bhoir for self & H.U.F Karta Pudhari, Hausabai Krishna Kumbharkar, 2) M/s K. R. Enterprises Through its Partner- Sanjay Navin Mehta, 3) M/s Dynamic Buildtech Ltd. Through its Director- Yadnesh Prabhulal Velani.

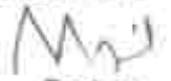
AND WHEREAS Kalyan Dombivali Municipal Corporation have granted the sanction and approval to the said building proposal under its Building Commencement Certificate bearing No. **KDMCC/B/2022/APL/00126 dated 12/12/2022.**

AND WHEREAS M/s. Panchratana Developers through its Partner obtained the Conversion Tax order from the Tahsildar, Kalyan under No. _____ **dated 29/03/2022.**

AND WHEREAS the Promoter/Seller has proposed to construct on the project land under their project named and marketed as **PANCHRATNA SAPPHIRE** (hereinafter referred to as "**the said Project**") on land bearing S. No. 33, H. No. 4/2 total plot area **4400** Sq. Mts. situated at Village: Pisavali, Tal - Kalyan, Dist- Thane.

AND WHEREAS in pursuance to the sanctioned plans and permissions, the Promoter/Seller is entitled to commence, carry out

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the construction work on the said land more particularly described in the Schedule hereunder written.

AND WHEREAS the Promoter/Seller is entitled and enjoined upon to construct buildings on the project land in accordance with the recitals, disclosures, further expansions and future developments mentioned hereinabove which is clearly and elaborately brought to the notice and knowledge of the purchaser herein for which the Purchaser has granted his/her express and irrevocable consent and confirmation for the same.

AND WHEREAS relying upon the above recitals and disclosures and the future development being understood by the Purchaser which the purchaser has granted his/her consent, the purchaser has offered a **Flat No. _____ on _____ floor** admeasuring **_____ sq.mt. carpet and open terrace of _____ sq. meters** along with balcony to be enclosed (**_____ sq. meters**) and **service area _____ sq. mtrs in** in the said building known as **PANCHRATNA SAPPHIRE**, being constructed in Two Phases. (hereinafter referred as the "said flat") being constructed on the said property described in the Schedule hereunder written.

AND WHEREAS the purchaser after going through the entire disclosures, future course of expansion and development and also verifying site of the building and the work of the construction and its progress thereof, the site of infrastructural and recreational facilities and amenities and nature and scope thereof and after being satisfied about the same has agreed to enter into this agreement future expressly and irrevocable declare that he shall not raise any objection, claim, demand or action in respect of the additions, modifications, changes and/ or further alternation scheme of construction as may be permitted the concerned town planning authorities from time to time and accordingly has granted his/her express and irrevocable concerned and confirmation for the same.

AND WHEREAS the Promoter/Seller 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/Seller has appointed a structural Engineer for the preparation of the structural design and drawing of the building and the promoter accepts the professional supervision of

the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS the Promoter/Seller has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with Maharashtra state RERA Authority vide RERA No. _____ for the Phase-I of the Project. The Project shall be developed in Two Phases, the amenities for whole project shall be common.

AND WHEREAS on demand from the Purchaser, the Promoter/Seller has given inspection to the Purchaser of all documents of the title relating to the project land plan, design and specification prepared by the promoter's Architects and such other document as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the Said Act") and Rules and Regulations made hereunder.

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, VII and XII or any other relevant revenue record showing the nature of the title of the Promoter/Seller to the project land on which the said flat 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 Plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure C-1.**

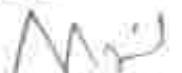
AND WHEREAS the authenticated copies of Plans of the Layout as proposed by the Promoter/Seller and according to which the construction of the building and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure C-2.**

AND WHEREAS the authenticated copies of the plans and specification of the said flat agreed to be purchased by the Purchaser, as sanctioned and approved by the local authority have been annexed and marked as **Annexure D.**

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specification, elevations,

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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 Building and the said fact of such stage of progress of construction work is also disclosed and brought to the notice and knowledge of the purchaser herein.

AND WHEREAS while sanctioned 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 the 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 plans.

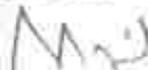
AND WHEREAS the Purchaser has applied to the Promoter/Seller for allotment of **Flat No. _____ on _____ floor** admeasuring **_____ sq.mt. carpet and open terrace of _____ sq. meters** along with balcony to be enclosed (**_____ sq. meters**) and **service area _____ sq. mtrs** in the said building known as **PANCHRATNA SAPPHIRE** being constructed on the said property described in the first schedule hereunder written being the said flat.

AND WHEREAS the carpet Area of the said flat is _____sq. mtrs as carpet Area means net usable floor area of the said flat excluding the area cover by external walls, area under services, snafts, exclusive balcony appurtenant to the said flat for exclusive use of purchaser or verandah area and exclusive open terrace area appurtenant of the said flat exclusive use of the purchasers bur excludes the area covered by internal partition walls of the said flat.

AND WHEREAS the parties relying on the confirmations, representations and assurance of the each other to the faithfully abide by all terms, condition and stipulations contained in this agreement and all applicable laws, are now willing to enter in this agreement on the terms and condition appearing hereafter.

AND WHEREAS prior to the execution of these presents the purchaser has paid to the Promoter/Seller a sum of Rs. _____

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(Rupees _____), being part payment of the sell consideration of the said flat agreed to be sold by Promoter/ Seller to purchaser as a advance payment or Application Fees (the Payment and receipt whereof the promoter both hereby admit and acknowledge) and the purchaser has agreed to pay promoter the balance of the sale consideration in the manner hereafter appearing.

AND WHEREAS, under section 13 of the said Act the Promoter/ Seller is required to execute a written Agreement for sale of Said flat with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter/Seller hereby agrees to sell and the Purchaser hereby agrees to purchase the Said flat.

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

1. The Promoter/Seller shall construct the said building/s presently as per the sanctioned plans and permissions on the said property described in the Schedule hereunder written in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter/Seller shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the said flat of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.

1.a. (i) The Purchaser hereby agrees to purchase from the Promoter/ Seller and they hereby agree to sell to the Purchaser, the said flat being **Flat bearing No. _____ on _____ floor**, admeasuring _____ **sq.mt. carpet** and **open terrace of _____ sq. meters** along with balcony to be enclosed (_____ **sq. meters**) and **service area _____ sq. mtrs.** in the Project known as **"PANCHRATNA SAPPHIRE"** (hereinafter referred to as "the Said flat") as shown in the Floor plan thereof hereto annexed and marked Annexure D for the consideration of **Rs. _____/- (Rupees _____ Only)** including the proportionate price of the common areas and facilities appurtenant to the said flat, the nature, extent and description

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of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

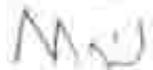
1(b) The Purchaser has agreed and assured to pay the total consideration of **Rs. _____/- (Rupees _____ Only)** to the Promoter/Seller in the following manner –

- i) Rs. **10%** paid as advance payment or application fee at the time of execution of this agreement.
- ii) Rs. **35%** to be paid to the Promoter/Seller on completion of the Plinth of the wing in which the Said flat is situated.
- iii) Rs. **25%** to be paid to the Promoter/Seller on completion of slabs of the wing in which the Said flat is situated.
- iv) Rs. **05%** to be paid to the Promoter/Seller on completion of the walls, internal plaster, floorings doors and windows of the Said flat.
- v) Rs. **05%** to be paid to the Promoter/Seller on completion of the Sanitary fittings, staircases, lift, wells, lobbies up to the floor level of the Said flat.
- vi) Rs. **05%** to be paid to the Promoter/Seller on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the Said flat is situated.
- vii) Rs. **10%** to be paid to the Promoter/Seller on completion of the lifts, water pumps, electrical fittings, entrance lobby/s, paving of areas appurtenant and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said flat is situated.
- viii) Rs. **05%** be paid to the Promoter/Seller at the time of handing over of the possession of the Said flat to the Purchaser on or after receipt of occupancy certificate or completion certificate.

The Cheque / DD / Pay order to be drawn in favour to

NAME : - **MR.** _____
A/C NO : - _____
IFSC CODE: - _____

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BANK :- _____ BANK

- 1(c)** The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter/Seller by way of Value Added Tax, Goods and Services Tax, Service Tax, and cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter/Seller) up to the date of handing over the possession of the Said flat.
- 1(d)** 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/Seller 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 Promoter/Seller 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.
- 1(e)** The Promoter/Seller may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser by discounting such early payments @ 1% per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser by the Promoter/Seller .
- 1(f)** The Promoter/Seller 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/Seller . If there is any reduction in the carpet area within the defined limit then Promoter/Seller shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Promoter/Seiler shall

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demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

- 1(g)** The Purchaser authorizes the Promoter/Seller 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/Seller may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoter/Seller to adjust his payments in any manner.

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

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

- 2.2.** Time is essence for the Promoter/Seller as well as the Purchaser. The Promoter/Seller shall abide by the time schedule for completing the project and handing over the Said flat to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser shall make timely payments of the installment 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 / Seller as provided in clause 1 (b) herein above. ("Payment Plan").

- 3.** The Promoter/Seller hereby declares that the Floor Space Index available as on date in respect of the project land is **3475.74** square meters only and Promoter / Seller has planned to utilize Floor Space Index 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/Seller has disclosed the Floor Space Index as proposed to be utilized by him on the project land in the said Project and Purchaser has agreed to purchase the Said flat based on the proposed construction and sale of Said flat to be carried out by the Promoter/Seller by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter/Seller only.

- 4.1.** If the Promoter/Seller fails to abide by the time schedule for completing the project and handing over the Said flat to the Purchaser, the Promoter/Seller agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Promoter/Seller, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser to the Promoter/Seller under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Promoter/Seller.
- 4.2.** Without prejudice to the right of Promoter/Seller to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter/Seller under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of installments, the Promoter/Seller shall at his own option, may terminate this Agreement:

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

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

Provided further that upon termination of this Agreement as aforesaid, Promoter/Seller shall deduct 20% of the total amount of consideration received from the Purchaser and shall refund the balance amount within a period of thirty days of the termination.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular details to be provided by the Promoter/Seller in the said building and the Said flat as are set out in **Annexure 'E', annexed hereto.**
6. The Promoter/Seller shall give possession of the Said flat to the Purchaser on or before **March 2027** with an extension in time thereof for six months or so. If the Promoter/Seller fails or neglects to give possession of the Said flat to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter/Seller shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the Said flat with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter/Seller received the sum till the date the amounts and interest thereon is repaid.

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

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

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Partner

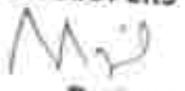
Partner Sign and Stamp

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

7.1 Procedure for taking possession - The Promoter/Seller, upon obtaining the occupancy certificate from the competent authority and after the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Said flat 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/Seller shall give possession of the Said flat to the Purchaser. The Promoter/Seller agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter/Seller. The Purchaser agree(s) to pay the maintenance charges as determined by the Promoter/Seller or association of Purchasers, as the case may be. The Promoter/Seller on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 Failure of Purchaser to take Possession of Said flat from the Promoter/Seller: Upon receiving a written intimation from the Promoter/Seller as per clause 7.1, the Purchaser shall take possession of the Said flat from the Promoter/Seller by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter/Seller shall give possession of the Said flat to the

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Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable.

- 7.3** If within a period of **Five years** from the date of handing over the Said flat to the Purchaser, the Purchaser brings to the notice of the Promoter/Seller any structural defect in the said flat or the building in which the Said flat 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/Seller 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 Promoter/Seller, compensation for such defect in the manner as provided under the Act. Provided after receiving of the flats from the Promoter/Seller, any damage due to wear and tear of whatsoever nature caused thereto, the Promoter/Seller shall not be responsible for the cost of re-instating and repairing such damages caused by the Purchaser and the Purchaser alone shall be liable to rectify and re-instate the same at his own costs. Provided further however, that the Purchaser shall not carry out any alterations of the whatsoever nature in the Said flat of phase wing and specific the structure of the said unit/ wing/ phase of the said building which shall include but not limit to column, beams, etc., or in the fittings, therein, in particular it is hereby agreed that the Purchaser shall not make any alteration in any of the fittings, pipes, water supply connections or any creation or alteration in the bathroom, toilet and kitchen which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter/Seller the defect liability automatically shall become void. The word defect here means only the manufacturing.

- 7.4** The Purchaser/s expressly consent/s and confirms the irrevocable and unfettered right of the Promoter/Seller to construct the said building and other structures (if any) on the said property and/or additional floors on the said building being constructed/to be constructed in the future as on the said property in the manner as per the permissions/approvals received from time to time, without any further or other consent or concurrence in future. These consents and confirmation shall be treated as irrevocable No Objection ("NOC") consent, permission given by the purchaser, under sections 7 and 7A of MOFA and section 14 of the RERA or any amendment shall be

deemed to complied herewith, to the same as long as the total area of the said flat is not reduced.

7.5 Save and except or otherwise not to reduce any area of the said Flat, the Promoter/Seller shall have full and absolute discretion, to do all acts, so as to exploit full present or future or proposed residential or commercial potential (if any) of the said property. The Promoter/Seller shall also be entitled to use utilize and consume the development potential of the said property in the manner as the Promoter/Seller may deem fit and proper in their absolute discretion.

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

7.7 The Purchaser/s agrees and gives his/her/their irrevocable consent/s to the Promoter for carrying out the amendments, alterations, modifications and/or variations to the scheme of development in respect of the said Property, including the layout plans, designs and elevations etc which are made available

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either at the Promoter's office or on the website of the Real Estate Authority. Further, the Promoter shall not be required to obtain consent in the following events:

- a. Any minor additions or alterations.
- b. Any addition or alterations to any common areas, amenities, etc.
- c. Any addition or alteration in compliance of any direction or order issued by the competent authority or statutory authority under any law of the State or Central Government.

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

7.9 Till the entire development of the said Property is completed, the Purchaser/s shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/ or any other common facilities or the amenities to be provided in the said Property and the

Purchaser/s shall have no right or interest in the enjoyment and control of the Promoter in this regard.

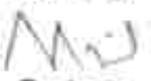
7.10 Brochures, Pamphlets, Literature, Marketing Collaterals, showing Gardens, Open Space, Recreation Area or any other details in the said Plans and/or in the Brochure, Pamphlets or otherwise, are based on Plans approved by the concerned authority/ies. Notwithstanding anything contained under this agreement, in case of any conflict with the details provided in Brochures, Pamphlets, Literature, Marketing Collaterals and/ or Plans and in this Agreement, the provisions of this Agreement shall prevail. The Purchaser/s confirms and consents that the Purchaser/s have purchased the said Premises solely on the basis of the terms and conditions and representations made in this Agreement and nothing contained in any brochures, pamphlets, literature or any other material shall be binding on either Party and this Agreement supersedes all earlier documents, letters, brochures and/or oral/written representations whatsoever.

8. The Purchaser/s shall use the Said flat or any part therefore permit the same to be used only for purpose of which it is sanctioned and approved by the municipal authorities. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Purchaser along with other Purchaser(s) of said flat in the building shall join in forming and registering the Cooperative Housing Society or Association or a Limited Company to be known by such name as the Promoter/Seller 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/Seller within seven days of the same being forwarded by the Promoter/Seller to the Purchaser, so as to enable the Promoter/Seller to register the common organization of Purchaser. No objection shall be taken by the Purchaser if any,

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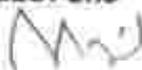
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changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Cooperative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The Promoter/Seller shall take into consideration the factual aspect as regards the administration, management of day to day affairs of the constructed and completed building and shall form a time frame policy for formation and registration of the cooperative housing society or association or limited and till such time shall call upon the purchasers who have acquired the flats to form an ad-hoc committee for carrying out the day to day administration and management of the said building in which the Said flat is situated and shall render their sincere and utmost cooperation to such ad-hoc committee till the formation and registration of the society or association or limited company.

- 9.1.** The Promoter/Seller after formation and registration of such ad-hoc committee, its administration and management and with the cooperation and support of the purchasers in the building/s shall form and register the cooperative housing society or association or limited company and within three months of such 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 Promoter/Seller in the said structure of the Building or wing in which the Said flat is situated and further the Promoter/Seller 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 Promoter/Seller in the project land on which the building with multiple wings or buildings are constructed. It is clearly brought to the notice and knowledge of the Purchaser herein that such formation of cooperative housing society or association or limited company and further its transfer of the building and the land underneath it shall always be executed by reserving the overall right, title, interest, possession, increases and incentives in future floor space index and proposed expansion in the scheme of construction as well tangible and intangible benefits, privileges, advantages accrued or to be accrued to the Promoter/Seller herein in the entire scheme of construction and such stipulations, covenants, rights and interest shall form an integral part of such transfer and assignment. It is further clearly brought to the notice and

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knowledge of the Purchaser herein that such transfer and assignment shall not prejudice or cause any hardship, obstruction and hindrance to the Promoter/Seller in exercising all the right, title, interest, powers and authorities vested in them in respect of the said Property, the future course of construction, along with increases, incentives in use, utilization, consumption of the floor space index as may be permitted by the municipal and planning authorities in respect of the said Property and every part thereof as well as their absolute right to sell such additional flats and units to any intending purchaser, enter into agreement, receive and appropriate the sale proceeds thereof and to nominate such purchaser to the membership of the existing cooperative housing society or association or limited company as the case may be without any recourse and consideration to the Purchaser, the cooperative housing society or association of limited company as the case may be. It is clearly agreed and assured by the Purchaser that the Purchaser is aware of the said contents and fact thereof and in confirmation thereof has granted his express and irrevocable consent for the same.

- 9.2.** Within 15 days after notice in writing is given by the Promoter / Seller to the Purchaser that the Said flat 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 Said flat) 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 Purchaser shall pay to the Promoter/Seller 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 Promoter/Seller provisional monthly contribution **of Rs. 4500/- for 12 months** towards the outgoings. The amounts so paid by the Purchaser to the Promoter/Seller shall not carry any interest and remain with the Promoter/ Seller until a conveyance/ assignment of lease of the structure of the building or wing is executed in favour of the

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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/Seller to the Society or the Limited Company, as the case may be.

10. The Purchaser shall pay to the Promoter/Sellers on or before delivery of possession of the Said flat or on demand –
- i) requisite amounts to the Promoter/Seller on demand and/or prior to taking the possession of the said flat towards legal charges, entrance fees and share capital, society formation charges, Water connection charges, grill charges, MSEB meter and deposit charges, solar charges, balcony enclosing charges and other incidental expenses thereto.
 - ii) Requisite amount and charges on account of service tax, goods and services tax, value added tax, stamp duty and registration charges and any other taxes and levies as may be imposed by the concerned government and semi-government authorities and local authorities.
 - iii) the provisional outgoings for municipal taxes, water bill, bore-well common electric expenses if any (24 months contribution in advance is to be paid at the time of possession) as well as requisite lift charges and proportionate expenses thereto and also the service tax and value added tax as imposed by the Government or Semi Government authorities.
 - iv) the electric meter and deposit charges as well as proportionate share for transformer installation and its equipments and accessories and bore-well charges thereto.

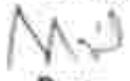
10.1 The Common Areas & Amenities, as currently planned include, a proposed club house and certain recreational facilities for the benefit of all purchasers and occupiers of Premises in the project land as well as the entire scheme of construction known as **PANCHRATNA SAPPHIRE**. Subject to the Purchasers complying with, observing and performing nil the terms, conditions and provisions of this Agreement, including making payment of the Aggregate Payments, the Purchaser will be entitled to apply for and take up membership of such club house, and after completion of the entire scheme of construction known as **PANCHRATNA SAPPHIRE** subject to Force Majeure (defined hereinafter), the Purchaser may access, use, and enjoy the same, in respect of which the Purchaser will be liable to comply

with the terms and conditions, and make payment of the fees and charges as may be decided by the Promoter.

The Promoter has informed the Purchaser of the following facts, matters and circumstances that shall pertain to the club house and recreational facilities, which the Purchaser has fully accepted, agreed and confirmed that is:

- i. the club house and recreational facilities shall be constructed and shall have the equipment, infrastructural amenities and facilities as the Promoter deem fit, in its discretion;
- ii. the use, benefit and enjoyment of the club house and recreational facilities shall be inter-alia, for various purchasers and occupiers of Premises in the project land as well as the entire scheme of construction known as **PANCHRATNA SAPPHIRE** (collectively, "Users");
- iii. The management and operations of the club house and recreational facilities shall, until handed over by the Promoter to the Organisation (defined hereinafter) formed and constituted by the Promoter in respect of the project land as well as the entire scheme of construction known as **PANCHRATNA SAPPHIRE** shall be under the sole, exclusive and absolute control of the Promoter, and/or the PMC (if appointed by the Promoter), who shall be entitled to inter alia, frame, and implement, the aforesaid rules and regulations in respect thereof;
- iv. The entitlement to use the club house and recreational facilities is and shall be personal to the Purchaser, and is not transferable or assignable in any manner, provided that on the completion of any permitted sale and transfer of the Apartment by the Purchaser, to any persons ("Premises Transferee"), the Premises Transferees shall solely be entitled to use and enjoy the club house and recreational facilities in the place and stead of the Purchaser (who shall automatically and forthwith cease to be entitled to access, and enjoy the same), subject to the Premises Transferees making the necessary applications for membership and completing all formalities and payment of any

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charges as may be required of them, at such time. Under no circumstances, shall the Purchaser or any Premises Transferees be entitled to use, enjoy or access the club house and recreational facilities after he/she/they/it have sold and transferred the Apartment;

- v. There may be recreational, social and other related events, performances, activities, parties, gatherings, etc. held in the club house, and/or in the recreational facilities during the day or night, by the Promoter, and/or the PMC, and/or Users. The Purchaser, for himself/herself/themselves/itself and as a member of the applicable Entity & Organisation (defined hereinafter), shall not be entitled to raise any disputes, differences, or objections in and/or hinder, restrict, obstruct or interfere with the same;
- vi. If, prior to the operations, administration, management, charge and control of the Common Areas & Amenities is handed over to the Organisation (defined hereinafter), the actual charges and expenses required to be made for maintenance thereof, may exceed the amount so received collectively from all the aforesaid purchasers and occupants, then the Promoter, and/or the PMC, shall be entitled to call for and demand such additional amounts from all Users. and/or the Entity & Organisation (defined hereinafter);
- vii. In addition to the charges and expenses referred to in **Article (vi)** above there would be charges including one-time or per day or per use, charges, in respect of any of the amenities, or facilities, or services available, and/or provided in and from the common areas & amenities, as determined by the Promoter from time to time, and the persons who avails of such amenities, or facilities, or services shall be entitled to use the same only upon payment thereof.
11. The Purchaser shall pay the requisite costs for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter/seller 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 Purchaser shall pay to the Promoter/Seller, the Purchasers' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building/wing of the building. At the time of registration of conveyance or Lease of the project land, the Purchaser shall pay to the Promoter/Seller, the Purchasers' 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 OWNER

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

- i.** The Promoter/Seller 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/Seller 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

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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 / Seller 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/Seller 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 Promoter/Seller 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 flat which will, in any manner, affect the rights of Purchaser under this Agreement;
- viii.** The Promoter/Seller confirms that the Promoter/Seller is not restricted in any manner whatsoever from selling the Said 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 Promoter/Seller shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchasers;
- x.** The Promoter/Seller 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/Seller in respect of the project land and/or the Project except those disclosed in the title report.

14. The Purchaser/s or himself/themselves with intention to bring all persons into whatsoever hands the Said flat may come, hereby covenants with the Promoter / Seller as follows :-
- i. To maintain the Said flat the Purchaser's own cost in good and tenatable repair and condition from the date that of possession of the Said flat is taken and shall not do or suffer to be done anything in or to the building in which the Said flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Said flat is situated and the Said flat itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the Said flat 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 Said flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Said flat is situated, including entrances of the building in which the Said flat is situated and in case any damage is caused to the building in which the Said flat is situated or the Said flat on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
 - iii. To carry out at his own cost all internal repairs to the Said flat and maintain the Said flat in the same condition, state and order in which it was delivered by the Promoter/Seller to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Said flat is situated or the Said flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
 - iv. Not to demolish or cause to be demolished the Said flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Said flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Said flat is situated

and shall keep the portion, sewers, drains and pipes in the Said flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Said flat 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 Said flat without the prior written permission of the Promoter/Seller 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 Said flat 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 flat in the compound or any portion of the project land and the building in which the Said flat is situated.
- vii. Pay to the Promoter/Seller within fifteen days of demand by the Promoter/Seller, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Said flat is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Said flat by the Purchaser for any purposes other than for purpose for which it is sold.
- ix. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Said flat until all the dues payable by the Purchaser to the Promoter/Seller under this Agreement are fully paid up and necessary intimation is provided to the Promoter/Seller and no objection therefore is sought by the purchaser from the Promoter/Seller for such transfer and assignment.
- x. The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex

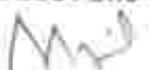
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Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Said flat therein and for the observance and performance 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 Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Said flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xi.** Till a conveyance of the structure of the building in which Said flat is situated is executed in favour of Society/Limited Society, the Purchaser shall permit the Promoter/Seller 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 Said flat is situated is executed in favour of Apex Body or Federation, the Purchaser shall permit the Promoter/Seller 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/Seller shall maintain a separate account in respect of sums received by the Promoter/Seller from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or Association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 16.** The Purchaser has seen the layout of the proposed building and has agreed and understood the common amenities like common roads, drainage, sewers, water pipe lines, street lights etc., shall be the common property and shall be available for common use by all the buyers of the said flat in the said buildings and accordingly the Purchasers of the said flat in the said buildings and the different common organisation will have unrestricted

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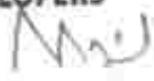
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right of way in common spaces, roads and laying of pipelines, telephone and electric cables, sewerage and drainage line etc.,

17. Notwithstanding what is contained herein to the contrary, it is expressly agreed between the Promoter and the Purchasers that the Promoter shall be entitled to utilize and enjoy either personally or through any nominee/s all area or areas forming part of the said Lands as properly as may be available from time to time including areas reserved for public utility including recreation etc. by utilizing the same as per Promoter may deem fit and the Promoter will be entitled *inter alia* construct Recreation Center, Health Club, Club House, Hotel and carry on such other activity or activities as the Promoter may desire on professional and/or commercial basis and the ownership of such construction and structures including right to own, manage, run and conduct such area or areas or structure or structures with right to transfer or assign benefit thereof and recover and appropriate consideration received there from including from the day to day business thereof shall be that of the Promoter alone exclusively and the Purchaser shall have no right thereto either in his individual capacity or through the Organisation of the Apartment purchasers. The Purchasers doth hereby declare and confirm for the sake of clarity that the ownership of all such area or areas and construction by way of Recreation Center, Health Club, Library or Club House or Hotel etc., shall belong to the Promoter alone exclusively and the Purchaser shall have no right to the same in any manner whatsoever.

18. The Promoter reserve to itself the rights to the full, free and complete right of way and means of access over, along and under all the internal access roads in the larger Lands/Layout Plot and the common right of ways at all times, by day and night, for all purposes and also to lay and connect drains, pipes, cable and other amenities necessary for the full and proper use and development of the said property and the Layout Plot and if necessary to connect the drains, pipes, cable etc. under, over or along the land appurtenant to each and every building in the, provided that the promoter shall use their reasonable efforts to

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ensure that the purchaser's enjoyment of the said Apartment is not adversely affected.

19. So long as each of the Apartments/Covered Parking Spaces in the Said Building is/are not separately assessed for by all local taxes and water taxes/any type of taxes etc., the Purchasers shall pay to the Promoter or to the Society when formed, a proportionate share of the all local taxes and water taxes and any type of tax etc. assessed on the whole Building, such proportion to be determined by the Promoter on the basis of the area of each Apartment/covered parking in the said building. The Purchasers along with the other Apartment holders will not require the promoters to contribute a proportionate share of the water charges, tanker water charges, electricity charges, lifts and any other similar charges relating to occupation in respect of the Apartment which are not sold and disposed off by the Promoter. The Promoter will also be entitled to the refund of the all local Taxes/any type of taxes on account of the vacancy of such Apartment.

20. The Purchaser/confirm/s that he/she/they have agreed that:

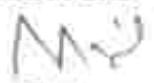
(a) All internal dimensions for carpet area are from unfinished wall surfaces. Minor variations (+/-) upon 3% in actual carpet area may occur on account of site conditions. In the event variation is more than 3%, the consideration will stand decreased or increased as the case may be, in proportion to such variation.

(b) In toilets the carpet areas will be inclusive of pali walls.

(c) That whenever natural marble or granite is used by the Promoter/seller in the Apartment, there are going to be inherent Imperfections which someone may view as 'defect'. These imperfections are inherent in natural marble.

21. THE Purchaser shall be responsible for additional municipal taxes that may be levied by reason of the user of any permitted tenancy or leave and license agreement in respect of the said flat allotted to the purchaser.

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22. IT is hereby agreed that the Promoter/Seller s shall be at liberty to amalgamate and/or combine one or more plots of land adjacent to the said land and get the plan of the proposed building/s to be constructed on the land so amalgamated/combined sanctioned from the planning authority and in such event form and get registered cooperative housing society of all the flats purchasers in the said buildings and the Purchaser herein shall not, in any manner object the said right of the Promoter/Seller s. It is further agreed that in such event (purchasers of the adjacent land for the purpose of development) the Promoter /Seller shall be at liberty and/or entitled to grant a right of way from or through the said land for approaching (or of the better approach) to the adjacent lands those would be acquired with a view to developing them and the Purchaser herein shall not object the said right of the Promoter/Seller in any manner.
23. The Purchaser/s hereby declare and confirm that he/she have entered into this agreement, after reading and having understood the contents of all the aforesaid exemption order, building permissions, deeds, documents, writings and papers and all disclosures made by the Promoter/Seller to the Purchaser/s and with full knowledge and information thereof and subject to the terms, conditions and stipulations imposed or which may hereafter be imposed by the concerned town planning authority and all other concerned government bodies and authorities and also subject to the Promoter/Seller right to make the necessary amendments, variations, modifications and/or changes therein and their right to avail, use, utilise, consume and exploit the entire balance and additional floor space index available on the said property as well as the transferable development rights as may be permissible by law and other benefits in F.S.I. on the said land.
24. The Promoter/Seller s have brought to the clear notice and knowledge of the Purchaser that during the course of construction, the Promoter/Seller may seek and obtain financial assistance and cash credit facilities from any banks or financial institution and the Purchaser shall not raise any objection or obstruction to such creation of charge, mortgage and raising the finance by the Promoter/Seller. The Promoter/Seller agree and undertake such charge, mortgage shall be cleared by the Promoter/Seller s as per the rules and regulations of the said

bank and the Promoter/Seller shall obtain necessary consent and no objection for sale and transfer of the flat said flat as intended to be acquired by the Purchaser under this present from such bank or financial institutions so as to effectuate the legal and perfect transfer of the Said flat in favour of the Purchaser herein, and the Promoter/Seller further declare that they shall at all material times clear the said charge, mortgage of the said bank and shall deduce clear and marketable title to the Said flat and the said Property.

- 25.** Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Said flat or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Said flat 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/Seller 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.
- 26.** Notwithstanding any other provisions of this agreement the Promoter/Seller has disclosed and brought to the knowledge of the Purchaser that it shall be at the sole and absolute discretion of the Promoter/Seller:
- a)** to form a separate/combined co-operative housing society or limited company or condominium of Said flat or any other body or bodies of Purchasers to be formed and constituted.
 - b)** to decide and determine how and in what manner the infrastructure including the common areas and amenity space, recreation garden, all other open spaces, layout or internal roads if any may be transferred and/or conveyed/ assigned/ leased.
 - c)** to provide for and incorporate covenant and restriction and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads as well as garden attached to the ground floor flats, if any.
 - d)** to decide from time to time to what extent the building/s along with land appurtenant to its transferred to the respective body formed.

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- e) to decide from time to time when and what sort of document of transfer should be executed.
- f) to grant of right of access/way from and through the said property to the adjacent buildings and plots as well as the easement rights of the said property.
- g) to form a federation of all the cooperative housing societies to be formed in the said scheme of construction and to convey the said land and the building to a apex body.
- h) to execute the conveyance of the said property in parts, taking into consideration the divisions of property due to road and such conveyance and transfer of land will not be equivalent to the floor space index consumed in the construction of the building situated on the said land conveyed in favour of the society/ies. and the Purchaser has clearly understood the same and in confirmation thereof has granted his/her clear, express, unequivocal and irrevocable consent for the same and shall not raise any objection, claim hindrance and obstruction to the rights, options and discretion as reserved by the Promoter/Seller herein.

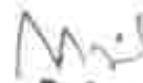
27. The Promoter/Seller has clearly brought to the notice and knowledge of the Purchaser that there will be changes, modifications, further expansions, amalgamation of the adjacent lands in the scheme of construction and its present and future course of the scheme of development on the said property and/ or the adjacent property in the manner herein recited and the Purchaser has clearly understood the same and in confirmation thereof has granted his/her clear, express, unequivocal and irrevocable consent for the same and shall not raise any objection, claim hindrance and obstruction to the rights, options and discretion as reserved by the Promoter/Seller herein.

28. The Promoter/Seller is desirous to consume floating FSI in the form of TDR of outside properties plus premium FSI or any of the entitled FSI on the said property and in doing so the Promoter/Seller shall have to consume the said FSI on the said Buildings only. In view thereof as per the D.C. Rules if the additional FSI in the form of TDR becomes available at 100% or more then in that event the Promoter/Seller may have to construct more floors upon the existing building "PANCHRATNA SAPPHIRE" standing on the said property by amending the

present sanctioned Building plan. The Promoter/Seller keeping in view the future additional construction of floors shall do the RCC work of such a capacity to sustain the entire load of additional Storey's as per the advice of the Structural Engineer **Khasnis & Associates**. In view thereof the Purchaser hereby gives his/her/their unconditional consent for consumption of the additional FSI on the said building by erecting additional floors on the said building and without calling upon the Promoter/Seller for reduction of consideration amount or granting of some other compensation of whatsoever nature on that count.

29. The Purchaser has prior to the execution of this Agreement satisfied himself/herself independently about the title of the other Promoter/Seller to the project land on the said building is being constructed and the Purchaser shall not be entitled to investigate into the title of the Promoter/Seller to the project land and no requisition or objection shall be raised in any manner whatsoever relating thereto. A Title Report being Annexure 'A' hereto issued by **Sapna D. Gupta., Advocates** is accepted by the Purchaser and the same is binding upon the Purchaser.
30. The Purchaser admits having taken inspection of all the documents required to be given by the Promoter/Seller under the provisions of the RERA Act and hereby agree/s and confirm that the Promoter/Seller s shall have irrevocable rights for the proposes set out herein and the Promoter/Seller shall be entitled to exercise the same as if the Purchaser has given prior written consent to the Promoter/Seller as required under the said Act and with a view to remove any doubts the Purchaser hereby confer upon the Promoter/Seller the right and/or authority for the purposes set out herein below.
- a) Without modifying the plan of the Said flat, the Promoter/Seller s shall be entitled to amend, modify and/or vary the building plan and/or the layout and/or subdivision of plot and also the specifications in respect thereof.
- b) The Promoter/Seller shall be entitled to consume such FSI as may be available in respect of the Project land or any part thereof or otherwise on the Project land at present or in future and for the purpose of consuming such balance and/or additional F.S.I to make extension and/or construct additional

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floors as the Promoter/Seller s may think fit and proper. Such full consumption of available F.S.I is to be fully utilized by the Promoter/Seller before the conveyance in favour of the society/ Association/Private Limited Company is executed.

- c) The Purchaser and/or the society shall not raise any objection on any ground as to the Promoter/Seller's right reserved hereunder.
- d) The Promoter/Seller s shall be entitled after consuming such and/or additional F.S.I by constructing said flat, to sell such said flat for such permissible use as they may think fit and proper to such person or persons for such consideration as the Promoter/Seller s may in their absolute discretion deem, fit and proper.
- e) The Promoter/Seller s shall also be entitled to consume additional and/or balance F.S.I available under D. C. Rules or by any special concession being granted by the Kalyan Dombivali Municipal Corporation or any other authorities including the FSI available in lieu of the road widening, set-back, reservation, terrace/staircase floating FSI under the TDR Scheme etc. So also the premium FSI.
- f) The Purchaser of the said flat herein and all other Purchaser of said flat in the said building shall not have any right, title, claim or interest in respect of the open spaces, parking spaces, stilt portion, open areas, inclusive of the garden area and that the right of said flat is confined only to the said flat agreed to be sold as such area belong and owned by the society/Association/Private Limited Company Federation alone.
- g) The percentage of the undivided interest of the Purchasers in the common areas and the facilities limited, or otherwise pertaining to the said flat agreed to be sold herein shall be in proportion of the area of said flat agreed to be sold hereunder to the common area and facilities limited or otherwise as disclosed by the Promoter/Seller to the Purchaser.
- h) Irrespective of the possession of the said flat being given to the Purchaser and/or the management being given to the ad-hoc committee of the Purchaser or to the society/Association/ Company the rights under this clause and/or under this Agreement's clauses and/or under this Agreement, reserved for

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the Promoter/Seller s shall be subsisting and shall continue to vest in the Promoter/Seller s till the conveyance is executed and the Promoter/Seller s shall be entitled to execute the conveyance or procure the Deed of Conveyance reserving such rights in the said project land in favour of the Promoter/Seller s as may be outstanding at the time of execution of the conveyance.

31. The Purchaser agree/s and give/s his/her/their irrevocable consent that the Promoter/Seller shall have a right to make additions, alterations, amendments and changes in the Building plans and/or to the said building or any part thereof for any user or to change the user (excluding the Said flat) including to raise additional floors on the building or structures on the Project land or on open part or parts of the said building including on the terrace at any time either before or after transfer of the Project land and such right shall include the right to use and consume floating FSI or the additional F.S.I Premium FSI which may be available in respect of the Project land or at any time in future by reserving such rights in conveyance or to make such amendments/alterations in the sanctioned plans as may be permitted by the Kalyan Dombivli Municipal Corporation or the other authorities and such additional structures or floor or the said flat shall be the sole property of the Promoter/Seller s who shall be entitled to deal with or dispose off the same as per their own free will.
32. The Purchaser shall not be allowed to make use of the terrace and parapet walls of the terrace which will be the exclusive property of the Promoter/Seller s/Society/Association/Company and the Promoter/Seller s shall have the exclusive use of the said terrace and the parapet wall till the project land is transferred to the Society/Association/Company.
33. The Purchaser shall have no claim or right to any part of the project land and also to any other parts of the said building other than the Said flat agreed to be purchased by him/her/them. All open spaces, parking places, lobbies, staircases, terrace, still compounds, fences, balance F.S.I etc. shall remain the property of the Promoter/Seller s/ the Society/Association/Company.
34. The Purchaser agree/s to sign and deliver to the Promoter / Seller before taking possession of the Said flat and also thereafter all writings and papers as may be reasonably

necessary and required by the Promoter/Seller including possession letter, electric meter, transfer forms, and other papers, necessary for becoming the member of the proposed Co-op Housing Society/Association/Company Federation

35. On possession being taken by the purchaser the Purchaser shall not be entitled to make and shall not make any claim, objection, contentions or proceedings against the Promoter/Seller s regarding the said building or the Said flat or anything connected therewith including quality of construction, material, additions or alterations etc and the same if any shall be treated and deemed to have been extinguished and/or waived.
36. The Purchaser of the respective Said flat shall be entitled to use and occupy their respective Said flat only.
37. Nothing contained in these presents shall be construed as a grant in law of the Project land hereditments and said flat or any part thereof or the building thereon or the said flat till the Promoter / Seller s declare that the said project is completed.
38. The Purchaser of the Said flat shall be made member of the society/Association/Company provided all the amounts payable by the Purchaser under these presents are fully paid to the Promoter/Sellers.
39. Upon the possession of the Said flat being delivered to the Purchaser he /she/they shall be entitled to use and occupy the Said flat and he/she/they shall have no claim against the Promoter / Seller s in respect of any item of work in the Said flat which may be alleged not to have been carried out or completed. The only liability of the Promoter/Seller s shall be the statutory liability under RERA.
40. The Purchaser shall not let, sublet, sale, transfer, convey, assign, mortgage, charge and/or in any way encumber or deal with or dispose off or part with his interest possession or the benefit of this Agreement in the Said flat or assign, under let or part with his/their interest and the benefit of this Agreement/s or any part thereof until all the dues payable by him/her/them to the Promoter/Seller s under this Agreement are fully paid up and only if the Purchaser is not guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser obtain prior written consent from the

Promoter/Seller s and/or society/Association/Company in the event of any such permitted, transfer or assignment the Purchaser shall pay transfer fee to the Promoter/Seller s, society/Association/Company for grant of any such permission. Even after transfer of the project land or Part thereof to the society/Association/Company the bye-laws of the society shall provide that no member shall transfer or encumber his said flat or give it on lease and license basis or part with the possession of the Said flat without the previous consent in writing of the society/Association/Company.

41. The Purchaser shall not carry out any internal additions, alterations or changes without the prior written consent of the Promoter/Seller s during the defect liability period and if any such alterations, additions or changes are being carried out by the Purchaser herein or other Purchaser of the Said flat then in such case the Promoter/Seller s herein shall be released and discharged from the obligation to rectify or repair the said structural defect/s.
42. The Purchaser shall not be entitled to the closing of the varandha or balconies or make any alteration or changes in the elevation and outside colour scheme of the said flat to be acquired by him/her/them.
43. The Purchaser shall not be entitled to claim a partition of his/her/their share in the project land and/or the said building and the same shall always remain undivided and impartial.
44. If the Purchaser neglects omits or fails for any reason whatsoever to pay to the Promoter/Seller any of the amounts due and payable by the Purchaser under the terms and conditions of the Agreement (whether before or after delivery of possession) within the time herein specified or if Purchaser in any other way fails to perform or observe any of the covenant and stipulations on his/her/their part herein contained or referred to or prevents the Promoter/Seller /s right as provided in this Agreement, then in that event the Promoter/Seller shall be entitled to resume the possession of the Said flat and this Agreement, shall cease and stand terminated and the earnest money/Application amount already paid by the Purchaser. Promoter/Seller shall stand absolutely forfeited and the Purchaser shall have no claims for refund or repayment of the said earnest money/Application amount and the Purchaser

hereby agree/s to forfeit all his rights, title and interest in the Said flat and under this Agreement and in such event the Purchaser and/or his nominees shall also be liable to immediate ejection as a trespasser.

45. In the event of non-observance or non-performance of any of the provisions of this Agreement on the part of the Purchaser, this Agreement shall at the option of the Promoter/Seller come to an end and all rights of the Purchaser and the said money shall extinguish and come to an end and the Purchaser shall not be entitled to take any objections or proceedings or make any claim in respect thereof. On such termination being made Promoter/Seller shall refund the entire amount paid by the Purchaser after deduction and/or forfeiture of requisite amount thereof.
46. Any delay tolerated or indulgence shown by Promoter/Seller in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by Promoter/Seller shall not be constructed as a waiver on the part of Promoter/Seller or any breach or non-compliance of any of the terms and conditions of the Agreement by the Purchaser nor shall the same in any manner prejudice the rights of Promoter/Seller .
47. As soon as the building is notified by the Promoter/Seller as complete and ready for use and occupation each of the holder of said flat the Purchaser herein shall pay the entire respective arrears of Purchase price or otherwise payable by her/him/them in respect of his/her/their said flat within 7 days of the receipt of such notice (time is of the essence of the contract) in this regard received individually or put at some prominent place in the said building. If any of the said flat space holder fails to pay the arrears as aforesaid the Promoter/Seller shall be entitled to forthwith terminate this said flat to forfeit all such moneys paid by the purchaser to Promoter/Seller till then. On such termination the purchaser right under this Agreement and to the Said flat shall stand forfeited and Promoter/Seller shall be entitled to sell the said flat to such person on such terms and conditions and he/she shall have no objection for the same nor shall he/she have any claim whatsoever to the price realized on such sale, provided it does not in any way affect or prejudice the right of the purchaser in respect of the Said flat the Promoter/Seller s shall be at liberty to sell assign, transfer or otherwise

deal with the right, title and interest in the building to be constructed thereon.

48. SOCIETY

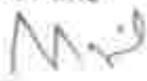
The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration 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.

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.

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.

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,

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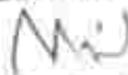
insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s 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.

49. BINDING EFFECT

Forwarding this Agreement to the Purchaser by Promoter / Seller does not create a binding obligation on the part of Promoter / Seller 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 Promoter / Seller . If the Purchaser (s) fails to execute and deliver to the Promoter / Seller 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 Promoter / Seller , then the Promoter / Seller 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.

50. ENTIRE AGREEMENT

M/s. PANCHRATNA DEVELOPERS


Partner

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

51. RIGHT TO AMEND

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

52. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS

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

53. 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.

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

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

55. FURTHER ASSURANCES

The Parties herein agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically

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19/01/19

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.

56. PLACE OF EXECUTION

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

57. The Purchaser and the Promoter / Seller 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.

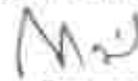
58. That all notices to be served on the Purchaser and the Promoter / Seller as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Promoter / Seller by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified above. It shall be the duty of the Purchaser and Promoter / Seller to inform each other their address, email ID or any change in address or email ID subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter / Seller or the Purchaser, as the case may be.

59. JOINT PURCHASERS

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

60. Stamp Duty and Registration and statutory taxes and levies:-
The charges towards stamp duty and Registration of this Agreement as well as statutory government, Semi-Government

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taxes and levies, goods and service tax, value added tax and all other direct and indirect taxes shall be borne by the Purchaser alone.

61. 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 Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

62. 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.

63. The name of the Project shall be "**PANCHRATNA SAPPHIRE**" and this name shall not be changed without the written consent of the Promoter / Seller s. The name of association shall also be decided by the Promoter / Seller s at their discretion.

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

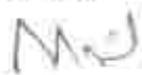
65. This agreement shall always be subject to the provisions contained in Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under and any other provisions of Law Applicable thereto.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of the Property)

All those pieces and parcels of land having area admeasuring **3475.74** Sq. Mts. out of the **4400** Sq. Mts. Situated on land bearing S. No. 33, H. No. 4/2 situated at village Pisavali, Taluka Kalyan, District Thane within the limits of the Kalyan Dombivali Municipal Corporation and bounded as follows :

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On or towards East : 9 Meter Road
 On or towards West : S. No. 33 Hissa No. 4/1
 On or towards North : 24 Meter D.P. Road
 On or towards South : S. No. 33 (Himganga Society)
 together with all easement rights etc.,

SECOND SCHEDULE ABOVE REFERRED TO

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

Open Space as per the Plan

Staircase,

Entrance lobby

IN WITNESS WHEREOF the party hereto has set their respective hands and seals the day and year first here in above written.

SIGNED, SEALED AND DELIVERED

By the within named

Promoter / Seller / Sellers

M/S. PANCHRATANA DEVELOPERS,

a Partnership Firm,

through its Partner,

Mr. _____

M/s. PANCHRATNA DEVELOPERS



Partner

SIGNED, SEALED AND DELIVERED

By the within named Purchaser

Mr. _____

WITNESS

1. Name: _____

2. Name: _____

RECEIPT

Received a sum of Rs. _____/- (Rupees _____ only) from time to time prior to execution of this agreement in the following manner

Date	Cheque No.	Amount	Bank

from the purchaser herein as and by way of advance / part consideration subject to realisation.

We say received:

Promoter / Seller / Sellers

Housiey.com

- ANNEXURE - A - - Copy of Title Report
- ANNEXURE -B - - Copy of Village Forms VI or VII and XII
- ANNEXURE -C-1 - Copies of plans & Layout as approved by concerned Local Authority
- ANNEXURE - C-2 - 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)
- ANNEXURE -D - Authenticated copies of the plans and specifications of the said premises agreed to be purchased by the Purchaser as approved by the concerned local authority
- ANNEXURE -E - Specification and amenities for the Premises,

ANNEXURE - E**AMENITIES AND SPECIFICATIONS**

Description of flat and list of Amenities and specifications given.

1. R.C.C. Framed structure with ground and upper floor of Self Contained flats.
2. All external and internal walls will be brick and/ or block masonry work.
3. Externally sand faced cement plaster painted in modern color scheme.
4. Vitrified flooring in Bedroom, Kitchen, Living Room & Passage.
5. Granite top cooking platform with steel sink in kitchen.
6. Bathroom and W.C. will be provided with upto door level tiles.
7. Concealed plumbing with reputed brand fittings in toilets and bathroom.
8. Bathroom W.C. doors will be provided by Bakelite/waterproof type door with aluminum frame work and fitted with marble seal.
9. All windows will be provided with marble seal.
10. Concealed Copper wiring with good layout electric fittings.
11. Internal doors will be good quality flush door.
12. Attractive main door will be provided of good quality flush door with one magic eye pip, decorative handle and safety chain.
13. Power quoted aluminum sliding windows.
14. Decorative entrance lobby.
15. All inner walls will be painted with good quality Lime wash. Builder and developer has right to make changes or alternation in the list of amenities as and when required.

M/s. PANCHRATNA DEVELOPERS

M.J.
Partner

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