

## AGREEMENT FOR SALE

THIS ARTICLE OF AGREEMENT is made at Thane on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_ BETWEEN M/S. TRIMITY REALTY LLP, a Limited Liability Partnership firm registered under the provisions of Limited Liability Partnership Act, 2008 having its registered office at 102, Umechha, Vishnu Nagar, Naupada, Thane (W) 400 602 through their authorised partner \_\_\_\_\_, hereinafter referred to as “the PROMOTER” (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include its successors and assigns ) of the ONE PARTAND Mr/Mrs/\_\_\_\_\_, Age: \_\_\_\_\_years, Occ: \_\_\_\_\_, PAN \_\_\_\_\_ having his/her/its/their address at \_\_\_\_\_, hereinafter referred to as “the ALLOTTEE” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in the case of an individual/s his/her/their respective heirs, executors, administrators and permitted assigns and in the case of a Partnership Firm the partners for the time being constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and their/his/her permitted assigns and in the case of a body corporate its successors and assigns) of the OTHER PART;

In this Agreement, unless the context otherwise implies, the expression defined hereunder shall have the respective meanings assigned to them.

- i. The singular where ever used shall include plural and vice-versa.
- ii. The masculine gender used herein shall include feminine and/or neuter gender where ever applicable.

### WHEREAS:

- a) M/S. Jain &Shankhla Industries, Shri Shankar V. Patel &Vishram Parbat (hereinafter collectively referred to as ‘the said Original Owners’) were entitled to the LAND being all that piece and parcel of land bearing Final Plot No.325 admeasuring 21358.34 sq. mtrs. situated, lying and being at Village Panchpakhadi, Taluka and District Thane in the Registration District & Sub-District Thane and within the local limits of Thane Municipal Corporation (which is more particularly described in the First Schedule hereunder written and hereinafter referred to as ‘the said Entire Land’) as per revenue records.

- b) A portion of the said Entire Land was encroached upon and there exists cluster of hutments (282 hutments) upon a portion of the said entire land and as such the said Original Owners with the help of the Promoter herein applied to the Thane Municipal Corporation (hereinafter referred to as 'the Corporation') towards acquisition of the said Entire Land for the purpose of redevelopment thereof.
- c) Meanwhile, the dwellers of the aforesaid cluster of hutments (282 hutments) standing on the portion of the said Entire land came together and formed a proposed co-operative housing society named 'Shree Sainath SRA Co-operative Housing Society (proposed)' (hereinafter referred to as 'the said Society') which structures along with portion of the said Entire Land admeasuring 4261 sq. mtrs. (excluding area 870.33 sq. mtrs. reserved for T.P. Road) (hereinafter referred to as 'the said property' which is more particularly described in the Second Schedule hereunder written), subsequently came to be declared as 'Slum Rehabilitation Area' under the provisions of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 vide notice in Gazette dated 09/01/2017 and GR dated 10/01/2017 was published in respect thereof.
- d) There are \_\_\_ members of the said Society alongwith \_\_\_ Residential PAP and \_\_\_ Commercial PAP occupying an area of about 5166.74 sq. mtrs i.e. the said property (inclusive of the area reserved for road).
- e) The said Society granted development rights in respect of the said property in favour of Eeshan Enterprises, through its Proprietor, Ms. Mugdha Nilesh Desai, vide Development Agreement dated 08/07/2015 (hereinafter referred to as 'the said First Development Agreement') at or for the consideration and upon the terms and conditions therein mentioned.
- f) However, in pursuance of Resolution dated 25/03/2017, the said Society decided to cancel the said First Development Agreement and stead decided to appoint M/S. TRIMITY REALTY LLP i.e. the Promoter herein as Developers. The said Society has, vide its letter dated 01/09/2018 informed the said Eeshan Enterprises about the same and in furtherance thereof, the said Eeshan Enterprises accepted the resolution of the said Society and also issued its NOC dated \_\_\_\_\_ for appointment of the Promoter as Developer to develop the said property.
- g) In pursuance of the Resolution dated 25/03/2017 passed in the Special General Body Meeting of the said Society, the said Society granted development rights in respect of the said property in favour of the Promoter herein, vide

Development Agreement dated 01/09/2018 at or for the consideration and upon the terms and conditions therein mentioned (hereinafter referred to as 'the said Second Development Agreement) and also executed an even dated Power of Attorney in favour of the Promoter in pursuance of the said Second Development Agreement (hereinafter referred to as 'the said POA').

- h) In pursuance of the report submitted by the Chief Executive Officer, Slum Rehabilitation Authority, Thane, the Deputy Secretary to Government, vide its notice in Gazette dated 29/07/2019, published acquisition notice of the said Slum Acquisition Area i.e. portion of the said Entire Land admeasuring 4261.41 sq. mtrs. excluding portion admeasuring 870.33 sq. mtrs. towards 12.20 mtrs. T.P. Road for implementing the Slum Rehabilitation Scheme upon Slum Rehabilitation Area. Pursuant thereto, 'the Slum Rehabilitation Authority through Government of Maharashtra's Housing Department' came to be reflected as owner in the Property Card Extract pertaining to the said property.
- i) The Mumbai Metropolitan Region Slum Rehabilitation Authority (hereinafter referred to as 'the said Authority') has granted its revised LOI bearing No.MMR, SRA/ENG/ 017/SEC-2/PVT/LOI dated 23/02/2022 in favour of the Promoter for the redevelopment of the said Slum Area under THE PROVISIONS OF UNIFIED DEVELOPMENT CONTROL and Promotion Regulation No.14.7.6. under Slum Rehabilitation Scheme upon the terms and conditions therein mentioned.
- j) The said Authority has granted its revised LOI bearing No.MMR, SRA/ENG/ 017/SEC-2/PVT/LOI dated 06/10/2022 in favour of the Promoter herein for the redevelopment of the Slum Area under Slum Rehabilitation Scheme upon the terms and conditions therein mentioned.
- k) As aforementioned, a portion of area admeasuring 870.33 Sq. Mtrs. out of the said Entire property is reserved towards 12.20 mtrs. T.P. Road in accordance with the Development Plan.
- l) The Executive Engineer, Slum Rehabilitation Authority (hereinafter referred to as 'the said Executive Engineer'), has granted its IOA bearing No. MMR, SRA/ENG/045/SEC-2/PVT/AP dated 07/11/2022 for Rehab Building No.1 and IOA bearing No. SRA/ENG/046/SEC-2/PVT/AP dated 07/11/2022 for Sale Building No.2 with Mechanical Parking Tower in favour of the Promoter for constructing Building upon the said Slum Area upon the terms and conditions therein mentioned.

- m) The said Authority has vide its Permission No. MMR, SRA/ENG/045/SEC-2/PVT/AP dated 25/11/2022 granted Commencement Certificate for Rehab Building upto plinth level and vide its Permission No.MMR, SRA/ENG/046/SEC-2/PVT/AP dated 25/11/2022 granted Commencement Certificate for Sale Building No.2 with Mechanical Parking Tower upto plinth level in favour of the Promoter in respect of the development of the said property upon the terms and conditions therein mentioned.
- n) In furtherance of the said Second Development Agreement, the Promoter has entered into and executed individual agreements with each of the eligible Slum Dwellers upon the terms and conditions mentioned therein.
- o) Under the circumstances mentioned hereinabove, the Society through the Promoter is absolutely entitled to develop the said Property in accordance with the permissions granted by the SRA.
- p) The Promoter has proposed to construct commercial and residential premises in the Rehab building comprising of Ground Floor + 30 Upper Floors and one Sale building comprising of Ground Floor + 55 Upper Floors alongwith Mechanical Parking Tower upto height of 70 mtrs.
- q) The Promoter have further represented that there shall be separate entrance to the Rehab Building and to the Sale Building as more particularly shown by brown and grey colours respectively on the map annexed hereto as Annexure '\_\_\_'.
- r) The Promoter intend to construct One parking Tower upto approximately 30 levels on the said Property. The Rehab Building presently sanctioned as Rehab building shall be known as "Shree Sainath SRA Co-operative Housing Society Limited and the Sale Building presently sanctioned as Sale Building shall be known as "Stellar" which is the subject matter of this Agreement comprising of Commercial cum Residential Premises in Sale Building viz. Stellar (and hereinafter be referred to as 'the said Building').
- s) The Promoter is now desirous of selling the premises situated in the said building being constructed upon the said property, on Ownership Basis and are entering into separate Agreements for Sale of such premises with various Allottee/s on similar terms and conditions as herein contained (save and except and/or to such modifications as may be necessary or considered desirable by the Promoter);

- t) The Promoter is in possession of the said Property.
- u) The Promoter have entered into a Standard Agreement with M/s. Right Angle, Architects & Interior Designers and the said Agreement is as per the prescribed format prescribed by the Council of Architect and the Promoter have also appointed RCC specialist and Structural Engineer for preparation of the structural designs and drawings of the Sale Buildings on the Promoter accepting the professional supervision of the Architects and the Structural Engineers till the completion of the buildings. The structural designs prepared by the said Structural Engineers is earthquake resistant and an authenticated copy of the certificate in respect thereof is hereto annexed and marked as Annexure “G”.
- v) Authenticated copies of the Certificate of Title issued by the Advocate of the Promoter, are annexed hereto and marked as Annexure \_\_\_\_\_. The Allottee/s hereafter shall not be entitled to make any requisition or call for any further documents of title of the said Property and Promoter’ right of development.
- w) The Promoter have registered the Project under the provisions of Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act/RERA") with Real Estate Regulatory Authority (hereinafter referred to as the “said Authority”) at Mumbai, accordingly the said Authority have issued registration certificate bearing No.\_\_\_\_\_. An authenticated copy whereof is annexed hereto and marked as Annexure ‘\_\_\_\_\_’.
- x) On demand from the Allottee, the Promoter has given to the Allottee inspection of all title deeds and documents relating to the said Property, orders, various plans, design and specification prepared by the Architect, Design Consortium, in principal approvals, IOD, the CC and all other documents specified under RERA or any other enactment as may be in force from time to time and the Rules and regulations made thereunder and the same has been seen and approved by the Allottee at the time of booking and registration of this Agreement. The Allottee prior to the date hereof, examined a copy of all the documents and papers referred to above and has caused the same to be examined in detail by his Advocates and Planning and Architectural consultants and has understood the documents and information in all respects. The Allottee has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the Maharashtra Rules and has understood the documents and information in all respects;

- y) The authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed in future development to be provided for on the said project have been annexed hereto and marked as Annexure \_\_\_\_\_,
- z) The Promoter have got some of the approvals from the Concerned Local Authority(s) to the plans, the specifications, elevations, sections and of the said Building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupation Certificate of the said Building/s.
- aa) While sanctioning the said plans, concerned local authority and/or Government has laid down certain terms, conditions stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Property and the said Building and upon due observance and performance of which only the completion and Occupation Certificates in respect of the said Building shall be granted by the Concerned Local Authority.
- bb) The Allottee/s has applied to the Promoter for allotment of a residential apartment bearing No. \_\_\_\_\_ on \_\_\_\_\_ floor in Sale Building to be known as ""(hereinafter referred to as 'the said Apartment') to be/being constructed on the said Property.
- cc) The Carpet Area of the said Apartment under RERA is \_\_\_\_\_ square meters and Exclusive Areas of the said Apartment is \_\_\_\_\_ square meters aggregating to \_\_\_\_\_ square meters ("Total Area"). For the purposes of this Agreement (i) "Carpet Area" means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Apartment and (ii) "Exclusive Areas" means exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee.

- dd) The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- ee) Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), being part payment of the sale consideration of the said Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter do and each of them doth hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.
- ff) Under Sec.13 of the said Act, the Promoter is required to execute a written agreement for sale of the said Apartment to the Allottee being in fact these presents and also to register the said agreement for sale under the Registration Act, 1908.
- gg) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agree to sell and the Allottee hereby agrees to purchase the said Apartment and/or the garage/covered parking (if applicable) at or for the consideration and on ownership basis in the manner appearing hereinafter.

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

1. DEFINITIONS AND PRINCIPLES OF INTERPRETATION AND CONSTRUCTION

Definitions:

In this Agreement, the terms used herein shall have the following meanings save otherwise provided;

- i. "Complex" means and includes construction of One Rehab building, One Sale Building & Mechanical Parking Tower on the said Property
- ii. "Development" means and includes the construction of commercial and residential premises in the Rehab building comprising of Ground Floor + 30

Upper Floors and one Sale building comprising of Ground Floor + 55 Upper Floors alongwith Mechanical Parking Tower upto the height 70 mtrs.

iii. "COMMON AREAS" - As per Section 2(n) of the Act, Common Areas" means

The entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;

The staircases, lifts, staircase and lift lobbies, fire escapes and common entrances and exits of buildings;

The common basements, terraces, parks, play areas, open parking areas and common storage spaces;

The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;

Installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating system for water conservation and renewable energy;

The water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;

All community and commercial facilities as provided in the real estate project;

All other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;

PROVIDED THAT the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

2. ALLOTMENT OF APARTMENT AND PAYMENT OF CONSIDERATION

2.1 The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agree to sell to the Allottee Residential Apartment bearing No. \_\_\_\_\_ on \_\_\_\_\_ floor of Sale Building to be known as ""(hereinafter referred to as 'the said Building') having Carpet Area of \_\_\_\_\_ square meters and the Exclusive Areas of the Apartment \_\_\_\_\_ square meters aggregating to Total Area of \_\_\_\_\_ square meters (The Carpet Area & Exclusive Areas shall have the meaning ascribed to it in Recital above) (hereinafter referred to as 'the said Apartment') as shown on the floor plan in \_\_\_\_\_ lines hereto annexed and marked as Annexure `\_\_\_\_` and more particularly described in Schedule `A`

hereunder written) for the consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) including Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule annexed herewith and marked as Annexure ` \_\_\_\_\_ `.

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agree to sell to the Allottee, \_\_\_\_\_ Mechanical car parking space No. \_\_\_\_\_ to the Allottee being constructed in the layout for the consideration of Rs. \_\_\_\_\_/-

1(b) The total aggregate consideration amount for the Apartment including covered parking spaces is thus Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only). The Consideration towards the said Apartment shall be paid in instalments, time being of essence, in accordance with the progress of construction of the said Building by the Promoter. The Promoter shall issue a notice to the Allottee intimating the Allottee about the stage-wise completion of the said Building as detailed below (the payment at each stage is individually referred to as “the Instalment” and collectively referred to as “the Instalments”). All instalments payable due in accordance with this Agreement with respect to the completion of the stage of construction on the date of signing of this Agreement shall be paid by the Allottee simultaneously on the execution of this Agreement. The decision of the Architect (appointed by the Promoter from time to time) with regard to the completion of each Milestone/stage of construction shall be final and binding on the Allottee and the Allottee shall pay the balance Sale Consideration instalments and all Other Charges within 15 (Fifteen) days of the Promoter making a demand for the payment of the instalment, time being of essence:

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

**Payment schedule for Residential apartment**

SRN	PARTICULARS	PERCENTAGE
1	At the Time Of Booking	9.99%

2	On Execution of the Agreement	20.01%
3	Plinth	15%
4	On Commercial Top Slab Completion	2.50%
5	Completion of 3rd Slab	1.50%
6	Completion of 6th Slab	1.50%
7	Completion of 9th Slab	1.50%
8	Completion of 12th Slab	1.50%
9	Completion of 15th Slab	1.50%
10	Completion of 18th Slab	1.50%
11	Completion of 21st Slab	1.50%
12	Completion of 24th Slab	1.50%
13	Completion of 27th Slab	1.50%
14	Completion of 30th Slab	1.50%
15	Completion of 33rd Slab	1.50%
16	Completion of 36th Slab	1.50%
17	Completion of 39th Slab	1.50%
18	Completion of 42nd Slab	1.50%
19	Completion Of Terrace Work	1.50%
20	Completion of Flooring Work	9%
21	Completion Of Work of Sanitary Fittings & plumbing	8%
22	Completion Of Lift Installation Work	8%
23	Possession	5%
	<b>Total</b>	<b>100%</b>

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment. All taxes, duties, levies, cesses, statutory charges including GST and Other Charges as applicable/payable now or hereafter, on all amounts payable under this Agreement shall be borne and payable by the Allottee alone and the Promoter shall never be liable/responsible and/or required to bear and/or pay the same or any part thereof.

1(e) a) The Allottee is aware that the Allottee has to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Promoter, whichever is earlier as per section 194IA of the Income Tax Act, 1961. Further, the Allottee shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

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

c) It is further agreed by the Allottee that at the time of Possession of the Apartment, if any discrepancy is found in actual form 16B & 26AS, the Allottee has to pay equivalent amount as Interest Free Security Deposit and resolve the same within 4(four) months from the date of possession. This deposit will be refunded to Allottee once the discrepancy is rectified within aforesaid time. Provided further that in case the Allottee fails to resolve the discrepancy within the stipulated period of 4 (four) months from such Possession Date then the Promoter shall be entitled to forfeit the said deposit against the amount receivable from the Allottee, which amount was deducted by the Allottee from the payments to the Promoter on account of TDS but not paid to the credit of the Central Government. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Promoter.

d) The consideration mentioned in clause No. 1(b) hereinabove is net consideration and Allottee shall be liable to pay all the taxes payable thereupon including but not limited to GST, Cess etc. The said taxes shall be paid by the Allottee immediately on demand.

1(f) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertake and agree that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

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

1(h) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Building is complete and the occupation certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price

payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area beyond the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to the Allottee, the Promoter shall demand the same from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement. However, it is expressly clarified that no adjustment will be made to the Consideration if the difference between the actual carpet area of the said Apartment and the carpet area as mentioned herein is less than or equal to 3%.

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

2.1 The Promoter hereby agree 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 Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Apartment.

2.2 (i) Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the Allottee after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

(ii) In cases of all cheques or pay orders or demand drafts or wire transfers, the collection charges, if any will be debited to the Allottee account and only the net amount so received from the Allottee after adjusting the collection charges against actual payment demand from the Promoter will be calculated as net credit to the Allottee's account.

(iii) In case of any cheque being dishonored, the charges/penalty levied by the bank would be debited to the Allottee's account and the same shall be forthwith

payable by the Allottees. This is without prejudice to the right of the Promoter to charge Interest for delay and/or to terminate this Agreement as breach on the part of the Allottees. Any taxes on the above amounts shall also be borne and paid by the Allottees.

3. (i) The Promoter hereby declare that the Floor Space Index available as on date in respect of the said property is 36148.35 square meters only and Promoter have planned to utilize Floor Space Index of by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or Slum TDR available upon construction of the Slum/Rehab Buildings as per the Development Control Regulations and upon obtaining permission from SRA 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 have disclosed the Floor Space Index of 2657.03 square meters as proposed to be utilized by them on the said property in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only. The Promoter further declare that, the excess Slum TDR available upon construction of the Rehab Building, after utilizing and consuming on the said Property, will be sold by the Promoter in the open market and they alone will be entitled to appropriate the sale proceeds thereof. Neither the Allottees nor the Society or Apex body or Federation will have any right on the said Slum TDR.

(ii) The TDR and/or the Development Right Certificate ("DRC") which may be at any time issued for the said Property and/or the said land or any part thereof or arising out of development of the said land including the said Property shall always belong to the Promoter. The Allottee or the Society &/or Association of the Complex will not have any share, right and title, interest or claim therein. The Promoter shall be entitled to sell, dispose of or alienate the TDR and/or DRC of the said Property or any part thereof to any person or persons of their choice. The price or consideration received by selling, transferring or alienating such TDR, DRC shall always belong absolutely to the Promoter. The Allottee or the Society or Association will not have any share, right, title, interest or claim therein till the conveyance of the said property in favour of the Society or organisation of the purchasers of the premises that shall be constructed on the said property.

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

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

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

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall, either a) deduct an amount equal to 10 % of the total consideration payable hereunder plus brokerage fees and all other outgoings and expenses incurred by the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts to be provided by the Promoter in the said Building and the said Apartment are set out in Annexure '\_\_\_\_\_'annexed hereto.

6. The Promoter shall give possession of the said Apartment to the Allottee on or before 31/12/2027 If the Promoter fail or neglect to give possession of the said Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the said Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid,

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

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

7.1 Procedure for taking possession - The Promoter, upon obtaining the occupation certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the said Apartment, to the Allottee in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the said Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupation certificate of the Project.

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

7.3 **Failure of Allottee to take Possession of said Apartment:** Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable from the 16th day of the intimation sent by the Promoter that the said Apartment is ready for use and occupation.

7.4 If within a period of five years from the date of handing over the said Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Apartment or the building in which the said Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at their own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from

the Promoter, compensation for such defect in the manner as provided under the Act. Provided such defects or damages are not caused due to the act or omission or commission of deeds of the Allottee or other Allottees of the said building in which the said Apartment is situated due to the instructions or suggestions given by/to the Allottee or other Allottees by/to any workmen, labour, craftsman, professionals viz. Architects, Interior Designers, Vastu Advisor/counselors or any other Counsellors of any field, etc.

7.5 After receiving possession from the Promoter, any damage due to wear and tear of whatsoever nature is caused thereto (save and except the defects as mentioned in Clause 7.4 above), the Promoter shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Allottee and the Allottee alone shall be liable to rectify and reinstate the same at his own costs. The Allottee shall not carry out any structural alterations of whatsoever nature in the said Flat and in particular it is hereby agreed that the Allottee shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erections in the bathroom which may result in seepage of the water. If any of such works are carried out, the defect liability as stated in Clause 7.4 above shall automatically become void. In case such works are carried out without consent and/or affect any other flat, the Allottee shall be liable for damages and costs of repair.

8. The Allottee shall use the said Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Promoter at their own discretion, may form separate organization within timelines as specified by the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made thereunder and of the Sale building and transfer and convey such building to the said organizations within 3 months from the date of obtaining Occupation Certificate in respect thereof

10. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the separate or common Society or Association or a Limited Company of the sale buildings other than the aforementioned Society building, to be known as “ ” or 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 the registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws 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 Allottees.

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.

11.1 The Promoter shall, within three months of registration of Society or Association or Limited Company as aforesaid, cause to be transferred to such society or Limited Company all the right, title and the interest of the Promoter in the said structure of the said Building in which the said Apartment is situated.

11.2 The Promoter shall, within three months of obtaining Occupancy certificate cause to be transferred to such Society or to the Association of both the Societies of the said Property, proportionately, all the right, title and the interest of the Promoter in the common areas and facilities provided in the said property on which the said building or buildings are constructed subject to the completion of construction of all the buildings/structures upon the said property and receipt of entire consideration from all the allottees of all the premises constructed upon the said property.

11.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the said Apartment is ready for use and occupation, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Apartment) of outgoings in respect of the said Property and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property and building/s. Until the respective Society or Common Association 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 an assignment of sub-lease of the structure of the building or wing is executed in favour of the respective society or a limited company as aforesaid. On such assignment of Sub-lease being executed for the structure of the building or wing as 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.

12. The Allottee shall on or before delivery of possession of the said Apartment keep deposited with the Promoter, the following amounts :-

- (i) Rs. \_\_\_\_\_/- plus applicable taxes for share money, application entrance fee of the Society or Limited Company.
- (ii) Rs. \_\_\_\_\_/- for formation and registration of the Society or Limited Company.
- (iii) Rs. \_\_\_\_\_/-for 1 year advance provisional contribution towards outgoings of Society or Limited Company.
- (iv) Rs. \_\_\_\_\_/- plus applicable taxes as possession charges for layout infrastructure development
- (v) Rs. \_\_\_\_\_/- plus applicable taxes as electricity, water and gas (MGL)

The Allottee shall also be liable to pay before taking possession, the deposit for the payment of property taxes and water charges for the period of 12 months. The maintenance charges mentioned herein above is excluding the amount of property taxes and water charges.

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

14. At the time of registration of conveyance or assignment of Lease of the structure of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or assignment of lease or any document or instrument of transfer in respect of the structure of the said Building. At the time of registration of conveyance or assignment of Lease of the said building/property, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the respective societies on such conveyance or lease or any document or instrument of transfer in respect of the common property, amenities and facilities upon the said Property to be executed in favour of all the Societies formed/to be formed on the said Property.

15. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

- a) The Promoter hereby represent and warrant to the Allottee as follows:

i. The Slum Rehabilitation Authority through Government of Maharashtra's Housing Department has clear and marketable title in respect of the said Property and the Society is entitled to the leasehold rights in respect of the said Property upon registration thereof; as declared in the title report annexed to this agreement and the Promoter have the requisite rights to carry out development upon the said Property and also have actual, physical and legal possession of the said Property for the implementation of the Project;

ii. The Promoter have lawful rights and requisite approvals from the competent Authorities to carry out development of the said Property and shall obtain requisite approvals from time to time to complete the development of the project/said Property;

iii. There are no encumbrances upon the said Property or the Project except those disclosed in clause No.b (a) hereinbelow;

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

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said property and said 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, the said Property and said Building shall be obtained by following due process of law and the Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Property, Building and common areas;

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

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

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

ix. At the time of execution of the Deed of Conveyance of the structure to the association of allottees, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure jointly and proportionately to the Federation formed of all the Societies/Associations of the Allottees;

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

xi. The Promoter shall revalidate the Commencement Certificate (C.C.) from time to time, as per the plans sanctioned in the IOA.

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

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

i) The Promoter is desirous of developing the said property to be known as "STELLAR".

The Promoter has proposed to construct Sale Building comprising of Ground plus 55 Upper floors. The Promoter is also entitled to construct Rehab Building comprising of Ground plus 30 Upper Floors and for that purpose, the Promoter shall be entitled to purchase/acquire additional FSI in the form of TDR, if required and utilise and consume the same on the said Property in order to construct both the buildings viz. the Rehab and the Sale buildings. The Promoter also intends to construct Mechanical Car Parking Tower upto the height of 70 mtrs. upon the said property. The Promoter also intends to construct 02 Nos. of Balwadi, 02 Nos. of Welfare Centre, 03 Nos. of Society Offices, 02 Nos. of Gymnasium 02 Nos. of Library 01 No. of Community Hall in the said Complex.

PROVIDED THAT the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

(xi) The Promoter have represented and the Allottee has confirmed and reassured that the said property cannot be sub-divided and as such the Allottee shall not be entitled to ask for the same in any manner whatsoever. The right, title, interest and claim of the Allottee shall only be restricted to the said Apartment agreed to be purchased by him in accordance with the terms of this agreement.

xiii) The Promoter have further represented that there shall be separate entrance to the Rehab Building and to the Sale Building as more particularly shown by brown and grey colours respectively on the map annexed hereto as Annexure ' '.

v) The Promoter, will form separate society in respect of premises of the Sale Building as they deem fit and proper. And as such, they will cause to be executed separate assignment or Sub-lease in respect of the structure of said Sale building in favour of such proposed society and of the internal as well as common amenities and facilities provided in the said Property in favour of such proposed Society and the said Society either proportionately or in common, as may deem fit by the Promoter and will cause the Society to execute sub lease in respect of the said Property in favour of such common Association. The nature of the organization to be formed in respect of the Sale building/s to be constructed on the said Property and the type of transfer documents to be executed in favour of the organization to be formed in respect thereof that shall be constructed on the said Property shall be determined at the sole discretion of the Promoter;

vi) The Promoter have informed the Allottee and the Allottee is aware that in addition to construction of the buildings in the Project, the Promoter will be entitled to construct common amenities and facilities for the Project such as pump rooms, meter rooms, underground tanks, sewerage treatment plant, watchman room, substation for power supply company etc. on the Project Property. The Promoter have further informed the Allottee/s that the service lines common to the Building in the Project and other buildings to be /being constructed on the said Property may pass through the portion of the Project Property (including the portion thereof upon which the Building is being constructed).

(vii) the entire increased, additional, future and extra FSI (either purchased from the third parties and/or the authorities by payment of premium or price and/or the change of law and policy and/or the purchase of TDR and/or floating FSI which may be acquired by the Promoter in the manner as stated in the said Second Development Agreement or otherwise) before the formation of a Society comprising of the Allottees of apartments and units comprised in the Free Sale Building/s (hereinafter referred to as "the said

Proposed Society”) and even post formation of the said Society and even after the execution of the Assignment of Lease Deed in favour of the said Proposed Society and till the completion of the entire development of the said Land, shall vest with the Promoter;

(viii) The development of the Land and the construction of the Free Sale Building/s thereon shall take substantial time for completion. In course of such development or otherwise the Promoter may make any variations, alternations, amendments or deletions to or in the scheme of development of the said Land and layout plans and/or building plans and/or floor plans relating thereto, relocate/realign service and utility connections and lines, open spaces, parking spaces, recreation areas and all or any other areas, amenities and facilities as the Promoter may deem fit in their discretion and/or to the sanctioned plans (from time to time) or as directed by the Competent Authority. It is further provided that during such process, wherever required as per the Real Estate (regulation and Development) Act, 2016, the Promoter shall take prior consent from the Allottees in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

(ix) the Floor Space Index, by whatever name or form is increased (a) in respect of the said Property and/or additional construction (i.e. more than what is envisaged at present) is possible on the said Building/Property or (b) either on account of Transfer of Development Rights &/or additional FSI by paying premium to the Corporation/Competent Authority (or in any other similar manner) available for being utilised or otherwise and/or if the Sanctioning Authorities permit the construction of additional wing/s or floors, then in such event, the Promoter, in accordance with the Development Agreement, may construct such additional wings/floors/buildings as per the revised building/s plans and for the aforesaid purpose the Promoter in accordance with the said Second Development Agreement may purchase and acquire further TDR from the market and consume the same on the said Land and may construct additional floors, make alterations. In such case, it may be noted that wherever it is necessary to obtain prior consent of allottees as per the Real Estate (regulation and Development) Act, 2016 the Promoter shall obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition is required by any Government authorities or due to change in law.

x) The Allottee has been informed and is aware that the buildable area has been sanctioned for the entire Property as a single land on the basis of the available Floor Space Index ("FSI") on the entire said Property and accordingly the Promoter intend to develop the Project Property accordingly. The Promoter declare that as per the existing regulations and Agreements/Deeds, the FSI available to the Promoter in respect of the Project Property is \_\_\_\_\_ square meters and that no part of the FSI has been utilized by the Promoter elsewhere than in the overall development for any purpose. Further, the Allottee has been informed and acknowledges that the FSI of the Building shall be in divided equally and proportionately to the area of the portion of the Project Property on which it is being constructed in proportion to the total area of the entire Property taking into account the FSI to be utilized for all buildings to be constructed thereon. The Allottee acknowledges that the Promoter alone are entitled to utilize and deal with all the development potential of the Project Property including the existing and future FSI and /or transferable development rights ("TDR") heretofore sanctioned or as may hereafter be sanctioned and shall be entitled to use any or all of such FSI and/or TDR for construction of buildings and development of facilities and/or amenities on any part of the Project Property or elsewhere as may be permitted and in such manner as the Promoter deem fit. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition is required by any Government authorities or due to change in law.

xiii) Till the entire development of the said Land to its full development potential is completed, the Allottee 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, infrastructures facilities, recreation facilities and/or any other common facilities or the amenities to be provided and the Allottee shall have no right or interest in the enjoyment and control of the Promoter in this regard.

xiv) The Promoter shall be entitled to make variations in service and utility connection, facilities and underground water tanks, pumps, recreation areas, their dimensions as they deem fit or as directed by Competent Authority.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition is required by any Government authorities or due to change in law.

xix) The Promoter shall be entitled to construct site offices/sales lounge in the said Land and shall have the right to access the same at any time without any restriction

whatsoever irrespective of whether the said Land or any portion thereof is leased to the said Society until the Project is fully developed.

xx) All the 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 in respect of the said Land shall be paid by the Promoter till the Promoter offering possession of the Apartments to the respective Allottees. It is clarified that all taxes, dues, cess, outgoings with respect to the said Apartment from the period commencing from the Promoter offering the possession of the said Apartment to the Allottee shall be borne and payable by the Allottee.

xxi) The Promoter is at liberty and sole discretion and entitled to enter into any Agreement for sale for any other area/flat/Apartment in the said Building.

xxii) Upon possession of the said Apartment being delivered to the Allottee, the Allottee shall be entitled to use and occupy the said Apartment. Upon the Allottee taking possession of the said Apartment, save and except as provided 7.4 herein, the Allottee shall have no claim against the Promoter in respect of any item of work in the said Apartment or in the said Building or on the said Land which may be alleged to be defective or incomplete or undone;

xxiii) The Promoter has specifically represented that the allottees of the Commercial Premises will not be entitled to use and enjoy the gym/community hall to be constructed in the Sale building and the Allottee of the Commercial premises undertake that they shall raise any dispute with residential allottees of the Sale building.

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

16. The Allottee/s himself, themselves with an intention to bring in and bind all persons in whomsoever hands the said Apartment may come, doth hereby covenant with the Promoter as follows: -

a) to maintain the said Apartment at the Allottee's own cost in good tenantable repairs and condition from the date the possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the Building in which the said Apartment is situated which may be against the rules, regulations or bye-laws of concerned local authority or change/alter or make addition in or to the Building in which the said Apartment is situated or the said Apartment itself or any part thereof without the consent of the local authorities, if required.

b) not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of the Building or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors may be damaged or that is likely to damage the staircase, common passage or any other structures of the Building in which the said Apartment is situated including the entrance thereof of the building in which the said Apartment is situated. In case any damage is caused to the Building in which the said Apartment is situated or the said Apartment on account of the negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

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

d) Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the said Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

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

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

g) Pay to the Promoter within fifteen days of demand made by the Promoter, their 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 Apartment is situated.

h) 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 Apartment by the Allottee for any purposes other than for purpose for which it is sold.

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

j) to bear and pay all existing and future local body tax, GST and/or other taxes and charges and/or levies that may be imposed if any, whether payable in the first instance or otherwise, and all increase therein which are/may be levied or imposed by the concerned local authorities and/or Government and/or public bodies or authorities.

k) The Allottee is aware and acknowledges that the Promoter, in accordance with the said Second Development Agreement, are entitled to sell, lease, sub-lease, give on leave and license basis or otherwise dispose of and transfer the Apartments, garages or other premises as herein stated comprised in the said Building and the Allottee undertakes that it shall not be entitled to raise any objection with respect to the same.

l. The Allottee shall not at any time do any work in the said Apartment, which would jeopardize the soundness or safety of the said Building or prejudicially affect the same.

m) The Allottee has been apprised of the terms and conditions of the said Second Development Agreement and the same shall be fully binding on the Allottee. Further, nothing as contained herein shall dilute/change/ modify the extent of the rights, obligations and entitlements of the Promoter inter se as provided in the Development Agreement.

n) To use the passenger lifts in the said building for the period and in accordance with the rules and regulations framed by the Promoter or the Society, from time to time. The Allottee shall not cause any damage to the lifts, staircases, common passages or any common facilities or any other parts of the said Building including the said Unit.

o) To pay all amounts agreed or liable to be paid by the Allottee pursuant to this Agreement for Sale and to observe and perform the terms, conditions, provisions, stipulations and covenants contained in this Agreement for Sale (and on the part of the Allottee to be paid observed and performed) as far as the same are required to be paid observed and performed by the Allottee and shall keep the Promoter indemnified against all actions suits and proceedings and all costs, charges, expenses, fines, penalties, levies and damages incurred or suffered by or caused to or levied or imposed on the Promoter by reason of non-payment non-observance and/or non-performance thereof;

p) Irrespective of a dispute, if any, arising between the Promoter and the Allottee and/or the said Society all amounts, contribution and deposits including amounts payable by the Allottee to the Promoter under this Agreement shall always be paid punctually to the Promoter and shall not be withheld by the Allottee for any reasons whatsoever;

q) The Promoter shall not be liable to pay non-occupancy charges (by whatever name called) in relation to the lease, license or other use of the unsold premises in the said Building but the Allottee will pay all such charges without any dispute;

r) The open spaces, common entrances, common passages, ducts, refuge areas, lobbies, staircases, lifts in the said Building shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purpose or anything else. The Allottee shall not use or permit the use of common passages, ducts, refuge areas, open spaces, lobbies, and staircases in the said Building for storage or for use by servants at any time.

s) The Promoter may complete any wing, part, portion or floor of said Building and obtain part occupation certificate and give possession of the said Apartment to the Allottee hereof and the Allottee shall not be entitled to raise any objection thereto. The Promoter or its agents or contractors shall carry on the remaining work with the Allottee occupying his/her/their/its Apartment. The Allottee shall not object to, protest or obstruct in the execution of such work, even though the same may cause any nuisance or disturbance to him/her/them/it. The Promoter shall endeavour to minimize the cause of nuisance or disturbance.

t) The Allottee shall not display at any place in the said Apartment/Building, any bills, posters, hoardings, advertisements, name boards, neon signboards or illuminated signboards. The Allottee shall not stick or affix pamphlets, posters or any paper on the walls of the said Building or common areas therein or in any other place or on the window, doors and corridors of the said Building.

u) The Allottee shall observe and perform all the rules and regulations which the Proposed Society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the said proposed Society/Limited Company regarding the occupancy and use of the said Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

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

x) Till a sub lease of the said property on which the building in which said Apartment is situated is executed in favour of the proposed society OR jointly and proportionately in favour of common Association that will be formed of both the societies or any other organisation that shall be formed of the structures that shall be constructed upon the said property, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

If, the Allottee forcibly makes any additions / alterations or society permits any such additions / alterations to be done by Allottee, by which, the structural stability is affected or the quality of construction of the building is damaged, and/or the plumbing lines are choked due to poor workmanship of modification or furniture work done by the Allottee or their contractors and / or the area is encroached upon by the Allottee, such as: extension of window, covering drying balcony, breaking the void, converting to usable space, encroaching upon the common passage etc., and due to that, any

penalty, delay in occupation certificate, or impact on FSI takes place, whereby its detrimental/affects other development project of the Promoter, due to which any financial loss and/or legal action is initiated against the Promoter then Promoter shall have all the right to claim / recover such financial loss and also to take appropriate legal action against the Allottee/said Proposed Society and the Allottee/said Proposed Society is liable to make good those losses/damages occurred to the Promoter.

If any damage is done in the common areas while bringing the material by the Allottee for his premises then in that case, the Promoter shall not be responsible or liable to repair or replace any broken material in the premises or rectify any defect in the premises or common areas.

y) Not to enclose the passages, if any, forming part of the said Apartment without the previous written permission of the Promoter and/or the said Society and of the Municipal and other concerned authorities;

z) Not to affix air conditioner/s at any other place other than those earmarked for fixing such units so as not to affect the structure, façade and/or elevation of the said Building in any manner whatsoever;

aa) Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Unit/Building in any manner whatsoever;

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

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the said property is transferred on sub lease in favour of Apex/Federal Body OR jointly and proportionately in favour of all the societies formed thereupon as hereinbefore mentioned.

17. The rights of the Allottee shall be confined only to the said Apartment. The conferment of right in respect of the said Land and the said Building/s in favour of the said Society shall take place only on the execution of the lease deed/transfer documents in its favour as aforesaid.

18. The Allottee hereby also agrees that in the event of any amount by way of premium security deposit or fire cess, betterment charges or development tax or security deposit for the purpose of obtaining water/electric/cable connection for the said Building/s or any other purpose in respect of the said Building/s or any other tax or payment of a similar nature is paid to SRA/TMC or any other authority or becoming payable by the Promoter, the same shall be reimbursed by the Allottee to the Promoter proportionately with respect to the said Apartment and in determining such amount, the decision of the Promoter shall be conclusive and binding upon the Allottee.

19. After the possession of the said Apartment is handed over to the Allottee, any additions or alterations in or about or relating to the said Building/s is required to be carried out at the request of the Government, local authority or any other statutory authority, the same shall be carried out by the Allottee at his/her/their own costs and the Promoter shall not be in any manner liable or responsible for the same.

20. The Promoter and the Allottee also agree to the following :-

i. The Allottee shall be permitted/allowed to commence interior works in the said Apartment only upon obtaining the Occupation Certificate/Part Occupation Certificate and after making all payments as per this agreement. Prior to carrying out the interior works in the said Apartment, the Allottee shall give to the Promoter, in writing, the details of the nature of interior works to be carried out;

ii. The Promoter shall be entitled to inspect all interior works carried out by the Allottee. In the event the Promoter finds that the nature of interior work being executed by the Allottee is harmful to the said Apartment or to the structure, façade and/or elevation of the said Building then, the Promoter can require the Allottee to stop such interior work and the Allottee shall stop such interior work at once, without raising any dispute;

iii. The Allottee will ensure that the debris from the interior works are be dumped in an area earmarked for the same and will be cleared by the Allottee, on a daily basis, at

no cost to the Promoter and no nuisance or annoyance to the other Allottees. All costs and consequences in this regard will be to the account of the Allottee;

iv. The Allottee will further ensure that the contractors and workers (whether engaged by the Allottee) during execution of the interior work do not dump any material (waste or otherwise) of whatsoever nature either in the toilet, waste water line or soil line or in any other place other than those earmarked for the same, which may block the free flow of waste water, thus resulting in perennial choking and leakage in the said Apartment or other said Building;

v. The Allottee/s shall ensure that the contractors and workers, do not use or spoil the toilets in the said Apartment or in the said Building and use only the toilets earmarked by the Promoter for this purpose;

vi. All materials brought into the said Apartment for carrying out interior works will be at the sole cost, safety, security and consequence of the Allottee and that the Promoter will not be held responsible for any loss/theft/damage to the same.

vii. If during the course of carrying out interior works, any workmen sustain injuries of whatsoever nature, the same will be insured and taken care of, attended to and treated by the Allottee at his/her/their/its own cost, and that the Promoter will not be held responsible for the same. All liabilities and damages arising out of such injury will be borne and paid by the Allottee alone;

viii. During the execution of interior works, if any of the Allottee's contractor/workmen/agents/representatives misbehaves or is found to be in a drunken state, then the said contractor/workmen/agents/representatives will be removed forthwith and will not be allowed to re-enter the said Apartment and the said Building. Further, the Allottee shall be responsible for acts of such persons;

ix. The Allottee shall extend full cooperation to the Promoter, their agents, contractors to ensure good governance of such interior works.

x. The Allottee shall ensure that common passages/walkways and any other common areas are not obstructed or damaged during the course of carrying out any works or thereafter;

xi. If, after the date on which the Allottee/s has/have taken possession of the said Apartment, any damage, of whatsoever nature (not due to defect in construction as

envisaged in clause 15.6 hereinabove), is caused to the said Apartment and/or other premises/areas in said Building, neither the Promoter nor their contractor(s) will be held responsible for the cost of reinstating or repairing the same and that Allottee/s alone will be responsible for the same;

21. It is hereby expressly agreed that the terrace on the said Building shall always belong to the Promoter and the Promoter shall be entitled to deal with and/or dispose off the same in such a manner as the Promoter may deem fit. In the event that permission from the concerned authorities for constructing one or more premises on the terrace is granted, then they shall be entitled to sell such premises constructed on the terrace together with the terrace to such person at such rate and on such terms as they may deem fit. Provided that if such change adversely affects the Allottee, then in that case, the Promoter shall obtain prior consent of the Allottees as may be required by The Real estate (regulation and Development) Act, 2016. The Promoter in that event shall be entitled to allow use of such entire terrace to the Allottees/s of such premises constructed on the terrace and the terrace shall be in exclusive possession of the Allottee/s of such premises to be constructed on the terrace. In the event the Promoter constructs more than one premises on the terrace, the Promoter, in accordance with the Development Agreement, shall be entitled to sell the respective premises together with the portions of the terrace proportionate to and/or appurtenant thereto. The said Proposed Society shall admit as its members the Allottee/s of such premises that may be constructed on the terrace with the exclusive right to them in the terrace as aforesaid. The Allottees of the building will however be given a separate access to the terrace for the check-up and maintenance of the water tank and/or such common facility at all reasonable time and/or during such times as may be mutually agreed upon by the Allottee of such premises on the terrace of the Building.

22. The Allottee agrees and undertakes to use the said Apartment for residential use only and the car parking spaces, if any, allotted to the Allottees shall be used for the purpose of parking car/s of the Allottees, and not for any other purpose and the said covenant shall be binding on any future transferee/s of the said Unit. The Allottee agrees and confirms that all car parking spaces within the Complex will be dealt with by the Promoter in the manner it deems fit and in accordance with the Applicable Laws. The Allottee hereby declares and confirms that the Allottee does not require any other parking space(s) and accordingly the Allottee waives his claim, right, title, interest whatsoever on the areas of parking space(s) in the Complex and/or any such right, title, interest accruing even at a future date. The Allottee further agrees and undertakes that he shall not be entitled to raise any objections towards the identifications and allotment/allocation of parking space(s) done by the Promoter and/or the Association

and/or the Society of the Complex, at any time and shall not challenge the same anytime in future. Further it is agreed by the Allottee that he cannot sell and/or transfer the Car Parking Space(s) allotted to him independently and the same can be done only if the said Flat is sold or transferred by him.

23. The Allottee agrees that the Promoter/Financial institution/Bank shall always have the first lien/charge on the said Apartment for all its dues and other sums/charges payable by the Allottee.

24. The Allottee hereby declares, agrees and confirms that the monies paid/payable by the Allottee under this Agreement towards the said Apartment is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any intravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time. The Allottee further agrees and confirms that in case the Promoter become aware and/or in case the Promoter is notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then the Promoter shall, at their sole discretion be entitled to cancel/terminate this Agreement for Sale. Upon such termination the Allottee shall not have any right, title or interest in the said Apartment neither have any claim/demand against the Promoter, which the Allottee hereby unequivocally agrees and confirms. In the event of such cancellation/termination, the monies paid by the Allottee shall be refunded by the Promoter to the Allottee in accordance with the terms of this Agreement for Sale only after the Allottee furnishing to the Promoter a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee.

25. APPOINTMENT OF FACILITY MANAGEMENT COMPANY:

25.1 Notwithstanding the other provisions of this Agreement, the Promoter shall be entitled to nominate any person ("project management agency") to manage the operation and maintenance of the building(s), and the infrastructure on the said property, common amenities and facilities on the said property for a period of at least three years after the said property is developed (as determined by the Promoter). The Promoter shall have the authority and discretion to negotiate with such project management agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the project management agency shall be borne and paid by the occupants of the buildings that may be developed in the said property including the Allottee on a pro

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

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

25.3 The Allottees further agrees and undertakes to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Promoter/ Facility Management Company, for the purpose of framing rules for management of the Building and use of the Premises by the Allottee for ensuring safety and safeguarding the interest of the Promoter/Facility Management Company and other Allottees of premises in the Building and the Allottee also agrees and confirms not to raise any disputes/claims against the Promoter/Facility Management Company and other Allottees of premises in this regard.

## 26. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter execute this Agreement he shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

27. It is expressly agreed and undertaken by the Allottee that in case he desires to obtain/borrow housing loan from any financial institution/Bank/Organization/ Employer by offering as security the said Apartment allotted to him under these presents, the payment of such loan shall be made directly in the name of the Promoter. The repayment of such loans, interest and other charges on such loan shall be the sole responsibility of the Allottee availing such loan and provided the mortgage created in favour of such Bank in respect of the said Apartment of the Allottee shall not in any manner jeopardise the Promoter's first lien and charge on the said Apartment in respect of the unpaid amounts payable by the Allottee to the Promoter under the terms and condition of this Agreement and subject to the other terms and conditions contained herein. The Promoter will issue the said No Objection Letter addressed to the Bank undertaking to make payment of the balance purchase price of the said

Apartment directly to the Promoter as per the schedule of payment of the purchase price provided in clause [ ] of this Agreement and such confirmation letter shall be mutually acceptable to the parties hereto and to the said Bank. However, on non-payment of such loan by the Allottee, the recourse available to the financial institution would be only to such flat/premises allotted to the Allottee and not to the land and buildings belonging to the Promoter/the Society, as the case may be.

#### 28. BINDING EFFECT

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

#### 29. ENTIRE AGREEMENT

This Agreement, alongwith its schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment.

#### 30. RIGHT TO AMEND

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

#### 31. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES

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

32. SEVERABILITY

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

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

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

34. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

The Allottee represents and confirms that it has read the terms and conditions of this Agreement and has understood his/her obligations, liabilities and limitations as set forth herein and has neither relied upon nor been influenced by any marketing brochures, e-mails, advertisements, representations of any nature whatsoever whether written or oral.

35. This Agreement constitutes the whole agreement and understanding between the Parties relating to its subject matter and supersedes and extinguishes any prior drafts, agreements, letters, writings, allotment, brochures and/or any other documents entered into including undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

36. PLACE OF EXECUTION

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

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

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

Name of the Allottee :

Allottee's Address)

Notified Email ID: \_\_\_\_\_

PAN

NAME AND ADDRESS OF PROMOTER:

Notified Email ID:

PAN

39. It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

40. The terms and conditions of this Agreement shall be binding on all transferees / assignees, from time to time, of the Premises and shall be enforceable against all such transferees / assignees.

41. This Agreement shall not be altered, modified or supplemented except with the prior written approvals of the Parties, and all such alterations, modifications and supplemental writings shall be effective, valid and binding only if the same are recorded in writing and executed by the Parties herein;

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

#### 43. JOINT ALLOTTEES

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

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

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

#### 46. GOVERNING LAW

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

47. It is abundantly made clear to the Allottee who is a non-resident/foreign national of Indian Origin, that in respect of all remittances, acquisitions/transfer of the said Apartment, it shall be his/her/their/its sole responsibility to comply with the provisions

of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Allottee understands and agrees that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they/it alone shall be liable for any action under the Foreign Exchange Management, 1999, or any other statutory modifications or re-enactments thereto. The Promoter accept no responsibility in this regard and the Allottee agrees to indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seal on the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

( The Said Entire Property)

ALL THAT PIECE AND PARCEL of land bearing Final Plot No.325 admeasuring 21358.34 sq. mtrs. situated, lying and being at Village Panchpakhadi, Taluka and District Thane in the Registration District & Sub-District Thane and within the local limits of Thane Municipal Corporation

THE SECODN SCHEDULE ABOVE REFERRED TO:

( The Said Property)

ALL THAT PORTION of land admeasuring 5131.33 sq. mtrs. out of the said Entire property being land bearing Final Plot No.325 admeasuring 21358.34 sq. mtrs. situated, lying and being at Village Panchpakhadi, Taluka and District Thane in the Registration District & Sub-District Thane and within the local limits of Thane Municipal Corporation and more particularly described in the First Schedule hereinabove written.

THE SCHEDULE-A ABOVE REFERRED TO:

Flat No \_\_\_\_\_ on \_\_\_\_\_ floor, having Carpet Area of \_\_\_\_\_ square meters and the Exclusive Areas of the Apartment \_\_\_\_\_ square meters aggregating to Total Area of \_\_\_\_\_ square meters, alongwith car parking no. \_\_\_\_\_ in the Sale Building to be known as “STELLAR” constructed on the Said property described in the Schedule hereinabove written.

SIGNED AND DELIVERED BY THE )  
WITHIN NAMED PROMOTER )  
M/S. TRIMITY REALTY LLP )  
through its Authorised Partner )  
\_\_\_\_\_ )

WITNESSES:

Name \_\_\_\_\_ Signature \_\_\_\_\_  
Name \_\_\_\_\_ Signature \_\_\_\_\_

SIGNED AND DELIVERED BY THE )  
WITHIN NAMED Allottee: (including joint buyers)

(1) Mr. \_\_\_\_\_

(2) Mr. \_\_\_\_\_

in the presence of

WITNESSES:

1. Name \_\_\_\_\_ Signature \_\_\_\_\_

2. Name \_\_\_\_\_ Signature \_\_\_\_\_

RECEIPT

RECEIVED of and from the within named Allottee, a sum of  
Rs. \_\_\_\_\_ /-(RUPEES \_\_\_\_\_ ONLY) by  
following cheque being part/full payment payable by the Allottee to us.

CHEQUE NO DATED      DRAWN ON    AMOUNT INR.

(Subject to realization of Cheque.)

Rs. /-

WE SAY RECEIVED  
For M/S. TRIMITY REALTY LLP

MEMBERS / PROMOTER

Housiey.com

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