

**“THARWANI PALLADIAN”**

Flat/Shop Number \_\_\_\_\_,

Area Carpet \_\_\_\_\_ sq. meters,

Floor \_\_\_\_\_,

Market Value Rs. \_\_\_\_\_ /-

Actual Value Rs. \_\_\_\_\_ /-

**AGREEMENT**

ARTICLES OF AGREEMENT made at Vashi, Navi Mumbai  
this \_\_\_\_\_ day of \_\_\_\_\_, 2023

**BETWEEN**

**M/s. THARWANI REALTORS**, a registered partnership firm having its office at Shop No.1-10, Netali Wing, Tharwani Solitaire, Kalyan Mharal Road, Kalyan- 421301, Taluka Kalyan, Dist Thane ( PAN No. \_\_\_\_\_ ) email id \_\_\_\_\_ hereinafter called and referred to as the **PROMOTERS** (which expression unless it be repugnant to the context or otherwise shall mean and include partners constituting said firm for the time being and the partners that may be inducted hereinafter, their heirs, executors, administrators, assigns ) being the **PARTY OF FIRST PART**.

## A N D

Mr/Mrs \_\_\_\_\_  
 Pan No. \_\_\_\_\_ Adhar Number \_\_\_\_\_  
 Email address \_\_\_\_\_  
 aged about \_\_\_\_\_ years, occupation Service/Business

Mr/Mrs \_\_\_\_\_  
 Pan No. \_\_\_\_\_ Adhar Number \_\_\_\_\_  
 Email address \_\_\_\_\_  
 aged about \_\_\_\_\_ years, occupation Service/Business  
 both residing at \_\_\_\_\_

hereinafter referred to as "THE PURCHASER/S/ALLOTTEE/S" [which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include his/her/their heirs, administrators and permitted assigns] of the **OTHER PART**:

[OR]

[If the Purchaser/Allottee is a Company]  
 \_\_\_\_\_, (CIN no. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_, duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the "THE PURCHASER/S/ALLOTTEE/S" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the **OTHER PART**.

[OR]

[If the Purchaser/Allottee is a Partnership]  
 \_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, (Aadhar No. \_\_\_\_\_) authorized vide \_\_\_\_\_, hereinafter referred to as the "THE PURCHASER/S /ALLOTTEE/S" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **OTHER PART**.

[OR]

[If the Purchaser/Allottee is a HUF] Mr. \_\_\_\_\_, (Aadhar No. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business/residence at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter referred to as the "THE PURCHASER/S/ALLOTTEE/S" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in interest and permitted assignees) of the OTHER PART.

WHEREAS The City and Industrial Development Corporation of Maharashtra Limited is a Government Company within the meaning of the Companies Act, 1956, (hereinafter referred to as "The Corporation/CIDCO Ltd") having its registered office at "Nirmal", 2nd floor, Nariman Point, Mumbai - 400 021. The Corporation is the New Town Development Authority declared for the area designated as a site for the new town of Navi Mumbai by the Government of Maharashtra in exercise of its powers under Sub-Section (1) and (3-A) of Section 113 of the Maharashtra Regional and town Planning Act 1966 (Maharashtra XXXVII of 1966) hereinafter referred to as "the said Act") ;

AND WHEREAS the State Government is, pursuant to Section 113(A) of the said Act, acquiring lands described therein and vesting such lands in the Corporation for development and disposal ;

AND WHEREAS vide scheme no. **MM-SCH-20-2021-22** Corporation has launched a scheme for lease of **19 Plots for Residential Cum Commercial use at Kharghar, and New Panvel node of Navi Mumbai** through e-Tender cum e-Auction ;

AND WHEREAS the said Promoters had participated in the said scheme and had applied for **Plot No. 57, Sector-34A, Kharghar, admeasuring 2435.54 Sq. meters, Kharghar node by quoting Rs. 93,635.00 per Sq. meters** ;

AND WHEREAS Promoters herein being the Highest bidder among the participants for the above said plot, the allotment letter was issued in favour of Promoters herein, bearing reference No.3620/ 1000947/800 dated 27.04.2022 as per the provision of Navi Mumbai Disposal of Land (Amendment) Regulation, 2008 ;

AND WHEREAS the said Promoters had, already paid the Managing Director of the Corporation, hereinafter referred to as the Managing Director, (which expression shall include any other officer of the Corporation as may be notified by the Corporation from time to time by a general of special order) a sum of **Rs. 22,80,51,787.90 (Rupees Twenty Two Crore Eighty Lakh One Thousand Seven Hundred Eighty Seven**

**and Ninety Paisa Only.)** being the full premium agreed to be paid by the said Promoters to the Corporation ;

AND WHEREAS accordingly by under Agreement to Lease dated 27.09.2022, registered at the office of Sub-Registrar of Assurances at Panvel-4 under Registration No. 12181/2022 dated 27.09.2022, made and executed by and between City And Industrial Development Corporation of Maharashtra Ltd (CIDCO) as Lessor and Promoters herein, therein called and referred to as Licensee, the Corporation has agreed to grant to Promoters herein on leasehold basis the said plot being All that piece of parcel of land known as Plot No.57, situated in Sector-34A, at **Kharghar**, admeasuring 2435.54 sq. meters or thereabouts (hereinafter for the sake of brevity called and referred to as "**said plot**") and is more particularly described in the Schedule hereunder written and more particularly delineated on the plan annexed hereto and shown thereon by a red colour boundary line, for the purpose of constructing a building or buildings for **Residential Cum Commercial** and has permitted the said Promoters to occupy the said plot from the date thereof on the terms and conditions mentioned in said Agreement to Lease ;

AND WHEREAS in the above circumstances, the Promoters are entitled to develop the said plot by constructing Commercial cum Residential Building as per the Building plans sanctioned by the concerned Authority ;

AND WHEREAS the Promoters, through their Architects, '**RAJESH RADHAKRISHNAN CHANDA**', registration number CA/86/9671 prepared and submitted to the CIDCO/NMMC and other authorities the building plans, specifications and designs for the said plot by initially utilizing part permissible FSI, by proposing to construct Commercial cum Residential Building on the said plot. The NMMC had sanctioned the building plans, specifications and designs submitted by the Promoters and granted its Development permission and Commencement Certificate, vide its permission bearing No. CIDCO/BP-18445/TPO(NM & K) 2023/10643 dated 21.04.2023 to construct a Commercial cum Residential Building on said plot ;

AND WHEREAS as per said present sanction, building is sanctioned as Ground plus 6 floors (Commercial Cum Residential) on said property, the copy of said building permission is attached hereto ;

AND WHEREAS in terms of the above said sanctions and permissions, the Promoters herein are well and sufficiently entitled to develop the said building/s sanctioned on said property ;

AND WHEREAS the Promoters herein declare that said sanctions and permissions are valid subsisting and completely in force ;

AND WHEREAS the Promoters has entered into a standard Agreement with an Architect '**RAJESH RADHAKRISHNAN CHANDA**', registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects ;

AND WHEREAS the Promoters has appointed EPICONS CONSULTANTS of Thane as Structural Engineers for the preparation of the structural design and drawings of the buildings and the Promoters accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings ;

AND WHEREAS proposed building/s consist of Flats/Shops/office/ Units;

AND WHEREAS as recited hereinabove, the Promoters are entitled to develop the said property and carry out the construction of the proposed buildings at their own costs and expenses and to dispose of the Flat/Shop/Office/Unit constructed in the buildings on ownership basis and to enter into agreements with the allottee/s / Purchaser/s and to receive the sale price in respect thereof and upon such disposal of the Flat/Shop/Office/Unit to convey/grant on lease the said property together with the buildings constructed thereon in favour of the co-operative housing society of all those several persons acquiring the respective Flat/Shop/Office/Unit in the buildings subject to terms, conditions, facts and circumstances as mentioned in these presents ;

AND WHEREAS the Promoters are carrying out construction on said property as per sanctioned plans and permissions and expressed their intention to dispose off the Flat/Shop/Office/Unit in the proposed Building to be known as "**THARWANI PALLADIAN**" ;

AND WHEREAS allottee/s / Purchaser/s herein shown his willingness to purchase flat/shop/office/unit in said Building to be know as "**THARWANI PALLADIAN**" ;

AND WHEREAS the Promoters have inter-alia specifically brought to the notice and clarified to Purchaser/s the scheme envisaged by the Promoters and further brought to the notice of Purchaser/s that :

- a. That at present building on said plot is sanctioned as Ground plus 6 Floor ( Commercial + Residential ) and Promoters have reserved their rights to use and utilised Transferable Development Rights, Ancillary FSI, Metro Premium FSI staircase premium F.S.I. and/or F.S.I. available by payment of premium and/or any other F.S.I. which can be availed and permitted for using and utilising in the said building and accordingly floors of said building will be raised upto Ground Plus upto 31 upper floors and/or further upper floors as permitted by CIDCO/NMMC and/or any Planning Authority and said fact is reflected in the registration of project before RERA Authorities and therefore for said purpose no separate NOC will required from Allottee/s.
- b. That Amenity area/recreational facilities will be provided floor below terrace in the said building for the use and enjoyment of residential flat holders in the said building. That commercial unit holders shall not be entitled to use the said Amenity area/recreational facilities,

- c. That swimming pool will be provided on the terrace of said building,
- d. That Promoters are going to provide parking space which is a combination of Tower Parking which will be Mechanical/ Puzzle Parking /Stack stilt Parking and same will be handed over to society to be formed of flats/ purchasers/ in the building and same shall be maintained by such society. That the Purchaser/s to whom parking is allotted, the same is to be shared with other Parking holders/Parking Purchasers. The allottee/s / Purchaser/s shall give full cooperation in the utilization of the parking slot allotted to other parking space allottee/s / purchasers in Tower Parking. The rules and regulations made by the Promoters and subsequently by the Co- Op Hsg Society in respect of Tower parking/stack parking will be binding on the allottee/s / Purchaser/s herein and all other allottee/s / Purchasers in said building.

AND WHEREAS allottee/s / purchaser/s herein by understanding and agreeing to abovesaid facts/matters/things and on being agreeing to other terms and conditions mentioned in this agreement and further agreeing not to object development of said property and/or raise any objection whatsoever in future, the Promoters have accepted the said offer made by the allottee/s / purchaser/s and agreed to sell him Flat/Shop/Office/Unit by becoming member / share holder / constituent of the proposed cooperative society and the allottee/s / purchaser/s shall pay to the Promoters Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)

\_\_\_\_\_ only) as the agreed lumpsum price / consideration in respect of the said Flat/Shop/Office/Unit bearing No. \_\_\_\_\_ on \_\_\_\_\_ floor, admeasuring \_\_\_\_\_ Sq. Meters (Carpet) in the Building known as "**THARWANI PALLADIAN**", hereinafter for the sake of brevity called and referred to as the "**Said Premises**" allotted to the allottee/s / purchaser/s and shown and marked accordingly on the floor plan annexed hereto ;

AND WHEREAS the allottee/s / purchaser/s have agreed to pay the sale price / consideration in respect of said premises to Promoters herein in accordance with the payment schedule hereinafter mentioned and in accordance with the progress of the construction work of the said scheme ;

- a. AND WHEREAS it is further specifically brought to the notice of allottee/s / purchaser/s that Promoters herein are going to use and utilize Transferable Development Rights (T.D.R.), Ancillary FSI, F.S.I. by payment of premium and/or any other F.S.I. in the said building on the said property, as stated hereinabove, as per D.C. Rules and Regulations, as may be permitted by Competent Authorities and accordingly necessary revised permission will be obtained in due course and in that case floors of buildings may be raised to upper floors and said fact is reflected in the registration of project before RERA Authorities and therefore for said purpose no separate NOC will required from Allottee/s ;

AND WHEREAS the allottee/s / purchaser/s has/have accepted the title of the owner to the said property as shown in the records of rights in respect thereof and the documents referred to hereinabove ;

AND WHEREAS the allottee/s / purchaser/s has/have seen the site of said building/s and the work of construction of the said buildings being in progress and is satisfied with the quality of the work and has approved the same ;

AND WHEREAS the carpet area of the said premises is \_\_\_\_\_ square meters and "carpet area" means the net usable floor area of an Flat/Shop/Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat/Shop/Unit for exclusive use of the allottee/s / purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Flat/Shop/Unit for exclusive use of the allottee/s / purchaser/s, but includes the area covered by the internal partition walls of the Flat/Shop/Unit.

AND WHEREAS on demand from the allottee/s / purchaser/s, the Promoters has given inspection to the allottee/s / purchaser/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoters abovenamed Architects including the building and floor plans the nature and quality of construction fittings, fixtures, facilities and amenities provided / to be provided thereto and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoters, building permission, floor plan, lay-out plan, allotment of Plot letter from CIDCO have been annexed hereto ;

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto ;

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoters and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto ;

AND WHEREAS the authenticated copies of the plans and specifications of the Flat/Shop/Unit agreed to be purchased by the allottee/s / purchaser/s, as sanctioned and approved by the local authority have been annexed hereto ;

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

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

AND WHEREAS Promoters have registered the project under the provisions of Real Estate (Regulation and Development) Act 2016 with Real Estate Regulatory Authority at Mumbai bearing no.

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

AND WHEREAS, under section 13 of the Real Estate (Regulation and Development ) Act 2016 the Promoters is required to execute a written Agreement for sale of said Flat/Shop/Unit with the allottee/s / purchaser/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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

**1. CONSTRUCTION, ADDITIONS AND ALTERATIONS:**

The Promoters shall under normal conditions construct building/s on the said plot in accordance with the said plans and specifications duly approved and sanctioned by the CIDCO /NMMC and other concerned authorities. It is further Provided that in case if any change, additions, alterations in the layout plans are required by the sanctioning Authority then such additions, alterations, shall be carried out without seeking any prior permission from the Purchaser(s)/Allottee(s) and the Purchaser(s)/Allottee(s) shall not challenge, dispute or raise any objection against the said changes in the sanctioned plans.

Provided that the Promoter shall have to obtain prior consent in writing of the allottee/s / Purchaser/s in respect of variations or modifications which may adversely affect said premises of the allottee/s / Purchaser/s except any alteration or addition required by any Government authorities or due to change in law.

**2. SALE OF PREMISES AND PAYMENT SCHEDULE :**

2. (a) THE allottee/s / purchaser/s hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to allottee/s / purchaser/s the Flat/Shop/Office/Unit bearing No. \_\_\_\_\_ on \_\_\_\_\_ floor in

Wing \_\_\_\_\_, admeasuring \_\_\_\_\_ Sq. Meters (Carpet) in the Building known as "**THARWANI PALLADIAN**" and as shown on the floor plan hereto annexed hereinafter called and referred to as "**THARWANI PALLADIAN**" for the Lumpsum price/consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)

ONLY) the abovesaid lumpsum consideration includes proportionate price of the common areas and facilities appurtenant to the premises but does not include various other charges, expenses more particularly mentioned in this Agreement and the same shall be paid by the Purchaser/s over and above the consideration mentioned herein on their respective due dates.

That said premises have Patio/Open Terrace/Loft area of \_\_\_\_\_ sq. meters, Enclosed Balcony of \_\_\_\_\_ sq. meters which areas are for exclusive use and benefit of said premises.

That Allottee/s / Purchaser/s have agreed to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee/s / Purchaser/s one car parking space in Tower Parking which will be Mechanical/ Puzzle Parking /Stack Stilt Parking for the consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only ).

That aggregate consideration amount for said premises including parking space is thus Rs. \_\_\_\_\_/- ( Rupees \_\_\_\_\_ Only )

OR

The Purchaser/s requested the Promoters to allot \_\_\_\_\_ Mechanical/ Puzzle Parking /Stack Stilt Parking space. Since the parking spaces are available, the Promoters has accepted the request and has agreed to allot \_\_\_\_\_ Mechanical/ Puzzle Parking /Stack Stilt Parking parking spaces free of cost. The location and number of said car parking will be provided in allotment letter which will be issued after completion certificate is obtained in respect of building.

The Purchaser/s hereby agree/s, declare/s and confirm/s with the Promoters that at the time of execution of this Agreement, the Purchaser/s shall deposit the entire TDS presently applicable at 1% of the total consideration or such amount of TDS as shall be applicable from time to time and deposit the same with the concerned authorities under Income Tax Department and the Purchaser/s shall file the necessary return of such TDS with the Income Tax authorities within the stipulated period under the Income tax Act, 1961 and shall also issue the TDS Certificate to the Promoters within the stipulated period. NOTWITHSTANDING anything contained herein, it is specifically agreed by the Purchaser that the Purchaser shall be entitled to get the credit of the TDS deducted by him/her/them only if the Promoters are entitled to get the credit from the Income Tax Department of such TDS amount paid by the Purchaser/s. In case if there is any additional TDS required to be deducted (in addition to the TDS already deducted), then the

Purchaser/s shall deduct the same as and when required under law and the conditions mentioned above in this Clause shall be applicable for the additional TDS so deducted.

2. (b) The purchaser hereby agrees to pay to the Promoters the aforesaid consideration / price as per Payment Scheduled as attached hereto and marked as **Schedule A**. The same shall form part of present agreement.

“Payment of consideration in time shall be the essence of contract” for all payments/deposits to be made by the allottee/s / purchaser/s under this Agreement and at law. The allottee/s / purchaser/s hereby agree and undertake to pay each and every installment within 15 (fifteen) days of the respective due dates as per schedule mentioned hereinabove.

The payment of all the above installments/payment will be accepted by Cheque/Demand Draft/Pay Order/NEFT/RTGS only and as per the Payment Schedule annexed hereto. The Cheque/s or Demand Draft or Pay Order should be drawn in favour of:

M/S. \_\_\_\_\_ Account no. \_\_\_\_\_

\_\_\_\_\_, with \_\_\_\_\_ Bank \_\_\_\_\_

Branch” and shall be sent to Office of Promoters at \_\_\_\_\_

either by Hand Delivery or by Registered A/D or by Courier (Acknowledgement Due in all types of deliveries). In case if the Purchaser/s has/have made the payment by NEFT or by RTGS, then immediately upon the Purchaser/s making such payment to the Promoter’s designated account, the Purchaser/s shall intimate to the Promoters the UTR Number, Bank details and such other details as shall be required by the Promoters to identify and acknowledge the receipt of the payment by the Promoters. In case, if the Promoters desires to receive further payments of balance installments, favouring certain other Bank Account of the Promoters, then and in that event, the Promoters shall specifically mention the new Bank Account in the Installment Demand Letter that shall be addressed to the Purchaser/s. Thereafter, the Purchaser/s shall himself/herself/themselves or cause his/her/their Financial institution to draw the Cheque/s or Demand Draft or Pay Order favouring the said new Bank Account.

The Promoters shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser(s)/Allottee(s) and such third party shall not have any right in the application/allotment of the said premises applied for herein in any way and the Promoters shall be issuing the payment receipts in favour of the Purchaser(s)/Allottee(s) only.

Without prejudice to the above, if the allottee/s / purchaser/s fails to make the payment within a period of 15 days mentioned in the demand letters/emails, then and in such an event, the allottee/s / purchaser/s agrees to pay to the Promoters interest on all the

amounts outstanding under the terms of this Agreement at the rate of the State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum and for continued default beyond 30 days penal interest at the rate of 6% p.a over and above the State Bank of India PLR plus 2%.

Provided that, payment of interest shall not save the termination of this agreement, as provided hereunder, by the Promoters on account of any default/ breach committed by the allottee/s / purchaser/s in payment of any outstanding amount and/or on account of any default/breach committed by the allottee/s / purchaser/s of any of the terms and conditions herein contained. It is specifically agreed that the amount received by Promoters will be first appropriated towards interest receivable by the Promoters.

2. (c) The Total Price above excludes stamp duty, registration charges and any Taxes consisting of tax paid or payable by the Promoters by way of GST and any Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters up to the date of handing over the possession of said premises.

It is agreed and understood by and between parties that ALL stamp duty, registration charges, expenses, GST, penalties, if any and if any other form of taxes, cesses imposed in future, in connection with the present transaction shall be borne and paid by allottee/s / purchaser/s and same shall be paid by allottee/s / purchaser/s to Promoters herein as and when demanded.

2. (d) The Total Price is escalation-free, save and except escalations / increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoters undertakes and agrees that while raising a demand on the allottee/s / purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/ order/ rule/ regulation published/issued in that behalf to that effect along with the demand letter being issued to the allottee/s / purchaser/s, which shall only be applicable on subsequent payments.
2. (e) The Promoters may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the allottee/s / purchaser/s by discounting such early payments mutually decided by parties for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to allottee/s / purchaser/s by the Promoters.
2. (f) The Carpet area of the said premises is in accordance with the definition of the Carpet area as per the Real Estate (Regulation and

Development) Act, 2016. Further, the Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the carpet area mentioned in this Agreement is on the basis of unfinished internal wall surface, area under RCC Column and shear wall and other such structural members of the premises and the carpet area of the said premises upon completion shall include the plastering on the Wall, POP, if any, the areas under the wall and under RCC columns, shear walls and other structural members.

**The Promoters shall confirm the final carpet area that has been allotted to the allottee/s / purchaser/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by allottee/s / purchaser/s 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/s / purchaser/s. If there is any increase in the carpet area allotted to allottee/s / purchaser/s, the Promoters shall demand additional amount from the allottee/s / purchaser/s 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.**

It is agreed between the parties hereto that in case of increase or reduction in carpet area, both the Promoters and the Purchaser/s shall execute a Deed of Rectification or any other appropriate document wherein the said new carpet area of the said Premises shall be mentioned along with such other additions and alterations to this Agreement as shall be required by the Promoters in accordance with the said the Real Estate (Regulation And Development) Act, 2016. The Cost of registration of such Deed of Rectification shall be borne by the Purchaser/s alone.

- 2.(g) The allottee/s / purchaser/s authorizes the Promoters 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 Promoters may in its sole discretion deem fit and the allottee/s / purchaser/s undertakes not to object / demand / direct the Promoters to adjust his payments in any manner.
- 2.1 The Promoters hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said premises to the allottee/s / purchaser/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of said premises.
- 2.2 Time, is essence for the Promoters as well as the allottee/s / purchaser/s. The Promoters shall abide by the time schedule for completing the project and handing over the said premises to the allottee/s / purchaser/s and the common areas to the association of the Flat/Shop/Unit Purchaser/s after receiving the occupancy

certificate or the completion certificate or both, as the case may be subject to full and final payment by allottee/s / purchaser/s as agreed above. Similarly, the allottee/s / purchaser/s 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 Promoters as provided in payment schedule mentioned hereinabove.

**3. RIGHTS OF THE PROMOTERS TO AMEND THE LAYOUT AND OBTAIN AMENDMENT IN SANCTION PLANS AND TO UTILIZE THE ENTIRE FSI/ADDITIONAL FSI/TDR OR ANY INCREMENTAL FSI:**

(a) The Promoters hereby declare that the Floor Space Index available as on date in respect of the said plot is \_\_\_\_\_ Sq. meters and the Promoters have planned to utilize Floor Space Index of \_\_\_\_\_ Sq. meters (as per Commencement Certificate Total BUA is \_\_\_\_\_ Square meters) by availing the entire FSI available as mentioned in the Development Control Regulation which are applicable to the said Project. The Promoters have disclosed the Floor Space Index of \_\_\_\_\_ sq. meters as proposed to be utilized by them on the said plot in the said Project and the Purchaser(s)/Allottee(s) has/have agreed to purchase the said premises based on the proposed construction and sale of premises to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

(b) Save as mentioned in hereof, the Promoters hereby declare that no part of the said Floor Space Index for the said plot has been utilized by the Promoters elsewhere in any other plot for any purpose whatsoever. The Promoters shall be entitled to consume the entire FSI/TDR/Additional FSI as may be available in respect of the said plot or any part thereof at present or in future by constructing additional floor(s)/Wing(s) on the said plot in accordance with the Act and Rules, as the Promoters shall think fit and proper.

(c) In case the said FSI has been utilized by the Promoters elsewhere, then the Promoters shall furnish to the Sanctioning Authorities all the detailed particulars in respect of such utilization of said FSI by them. In case while developing the said plot, the Promoters have utilized any FSI of any other land or property by way of floating FSI or otherwise howsoever, then the particulars of such FSI shall be disclosed by the Promoters to the Sanctioning Authorities.

(d) The Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the Promoters will develop the said plot by constructing Building/s to be used for permissible users/purposes and any other purpose as shall be permitted as per the sanctioned plans, with such modifications thereto as the Promoters may from time to time determine and as may be approved by the concerned

local bodies and/or authorities. The schedule of the said development will also be determined by the Promoters/at their own discretion.

(e) Without modifying the plan of the said Premises, the Promoters shall be entitled to amend, modify and/or vary the building plans or the lay out or sub-division plan/s as also the specifications in respect thereof as may be permissible under the Act and Rules.

(f) The Purchaser/s or the Society of the Purchaser/s of all premises holders shall not raise any objections on any ground as to Promoters rights reserved hereunder and as shall be available to the Promoters under the Act and the Rule.

(g) The Promoters hereby reserve full right and absolute authority to utilize the entire FSI, additional FSI, TDR or any incremental FSI/building potential which the Promoters have specifically declared hereunder and reserve for further development in accordance with the terms of this Agreement and the Act and Rules of said Real Estate (Regulation and Development) Act, 2016. Further, the Promoters shall be entitled to utilize, construct, develop and sell/dispose of the premises so constructed by utilizing such FSI, additional FSI, TDR or any incremental FSI/building potential in such manner and in such phases in accordance with Act and Rules of said Real Estate (Regulation and Development) Act, 2016, even after the Co-operative Housing Society is formed or Lease Deed/Deed of Assignment for any particular Building is executed by the Promoters. For the aforesaid purpose, the Promoters shall have the right to make addition, raise storey or to put up additional structure which shall be the sole property of the Promoters who will alone be entitled to dispose them off in such a manner and on such terms as the Promoters may deem fit or proper. The Promoters shall, after consuming such balance and/or additional FSI TDR or any incremental FSI/building potential by constructing such permissible tenements on the said plot, be entitled to sell such tenements for such permissible uses, to such persons and for such consideration as they may in their absolute discretion deem fit and proper. The Purchaser/s for himself/herself/ themselves and on behalf of his/her/their respective heirs, legal representatives and assigns, hereby gives the Promoters full right and absolute irrevocable, unconditional right authority to carry out the construction by utilizing the balance FSI as per the Revised Building plans that shall be sanctioned by NMMC/ CIDCO Ltd. and other Authorities, including in accordance with such amendments additions, alterations in such building plans that the Promoters may propose and NMMC/ CIDCO Ltd. and other Authorities may sanction from time to time and further agree, declare and confirm that the said Revised Building Plan for consumption of the entire available FSI as per D C Rules and Regulations, as shall be sanctioned by NMMC/CIDCO Ltd. and the concerned authorities shall be final and binding on the Purchaser/s and his/her/their legal heirs/assigns and neither the Purchaser/s nor his/her/their legal heirs/assigns shall raise any objection or dispute in

case of any change in the sanctioned Plan for the balance FSI nor the Purchaser/s or his/her/their legal heirs/ assigns cause any hindrance, obstruction in the Promoters carrying out all the development activity on the basis of Revised Building Plan that shall be sanctioned by CIDCO/NMMC and other authorities on the said plot. The rights of the Purchaser/s are restricted only to the said premises agreed to be purchased.

(h) The Purchaser/s hereby agree/s and undertake/s to execute/deliver letter of consent under the provisions of Real Estate (Regulation and Development) Act, 2016, without raising any objection or requisition.

(i) Irrespective of possession of the said premises being given to the Purchaser/s or not, the rights under this clause and/or under this Agreement reserved for the Promoters to exploit the potentiality of the said plot, shall be valid, subsisting and binding on the Purchaser/s and shall continue to vest in the Promoters even after the execution of the Lease Deed/Deed of Assignment in favour of the Society that shall be formed. All the aforesaid rights of the Promoters to exploit the said potentiality shall remain unchanged, unhindered and the Promoters shall execute the Lease Deed/Deed of Assignment reserving with themselves all such rights, title, interest in the said plot in their favour as may be outstanding at the time of execution of such Lease Deed /Deed of Assignment in favour of the Society that shall be formed. The Purchaser/s hereby agree/s declare/s and undertake/s not to obstruct, create hindrances, challenge or dispute the rights of the Promoters to carry out the construction and development and to utilize and exploit full potentiality of the said plot. The Purchaser/s further agree/s not to challenge, dispute or hamper such development that the Promoters may carry out either on the grounds of nuisance, inconvenience or health grounds or any other grounds or reasons whatsoever.

(j) The Purchaser/s herein doth, in accordance with the Act confirms that the Promoters shall have full right and absolute authority to make additions, alterations, amendments & changes in the building plans and/or to the said Building/s to be constructed on the said plot or any part thereof for any users or to change the user (excluding the said Premises) including to raise additional floors or structures on the said Building or open part or parts of the said Building /Plot including the terrace at anytime either before or after transfer of the Plot & such rights shall include the right to use/consume FSI or additional FSI or global FSI which may become available in respect of the said plot or any other lands at anytime hereafter in future by reserving such rights in Lease Deed/Deed of Assignment or to make such amendments, alterations in the revised sanctioned plan as may be permitted by the NMMC/ CIDCO Ltd. and/or any other authorities and such additions of additional structures or floors or storey or Premises shall be the sole and absolute right and entitlement of the Promoters who shall be fully entitled to sell, deal with and dispose of the same to any person/s.

(k) It is furthermore agreed that if any modification, addition, demolition, variation, construction or alteration is required to be made by the NMMC/ CIDCO Ltd. or any other concerned authority due to change in the prevalent building byelaws or on account of change in policy, then after the receipt of Occupation Certificate from CIDCO/NMMC the same shall be carried out and complied with by the Purchaser/s at his/her/their own costs and expenses and the Promoters shall neither contribute any amount nor shall they be anywise liable or responsible for the same.

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

4.1 Without prejudice to the right of Promoters to charge interest in terms of clause mentioned hereinabove, on the allottee/s / purchaser/s committing default in payment on due date of any amount due and payable by the allottee/s / purchaser/s to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee/s / purchaser/s committing three defaults of payment of instalments, the Promoters shall at his own option, may terminate this Agreement:

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

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the allottee/s / purchaser/s, after deducting 20% of amount of sale consideration of said premises, paid by purchaser/s to Promoters herein as liquidated damages, within a period of thirty days of the termination, subject to execution and registration of Deed of cancellation by allottee/s / purchaser/s of present agreement for sale.

If allottee/s / purchaser/s failed to execute Deed of cancellation then in such case termination shall be through notice and in such case liquidated damages shall be 50 % of amount of sale consideration paid by allottee/s / purchaser/s to Promoters and in case of termination by notice, there shall not be any need to execute the Deed of Cancellation and/or to obtain order/judgment from Court for cancellation of this agreement.

Further, the Promoters shall not be liable to reimburse to the allottee/s / Purchaser/s any Government Charges such as stamp duty, registration charges, Service Tax, VAT GST etc. Upon the termination of this agreement, under this clause, the Promoters shall be at liberty to sell the said premises to any other person of their choice and at such price as the Promoters may deem fit and the allottee/s / Purchaser/s shall not object to the same.

**5.** It is made clear by the Promoters, and the Purchaser(s)/Allottee(s) agree/s that the said premises shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said plot and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser(s)/Allottee(s). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchaser(s)/Allottee(s) of the Project.

**6.** The Promoters shall provide the amenities and facilities as per the List of Amenities annexed hereto and marked ANNEXURE "I".

**7.** The Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that he/she/they shall use the said premises only for the purposes for which same is agreed to be sold and he/she/they shall not change the user of the premises.

## **8. PURCHASER/S /ALLOTEE/S COVENANTS :**

The allottee/s / purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the said premises may come, hereby covenants with the Promoters as follows :-

- i. To maintain the said premises at the allottee/s / purchaser/s own cost in good and tenantable repair and condition from the date that of possession of the said premises is taken and shall not do or suffer to be done anything in or to the building in which the said premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the said premises is situated and the said premises itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said premises is situated, including entrances of the building in which the said premises is situated and in case any damage is caused to the building in which the said premises is situated or the said premises on account of negligence or default of the Allottee/s /Purchaser/s in this behalf, the Allottee/s/ Purchaser/s shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which it was delivered by the Promoters to the allottee/s / purchaser/s and shall not do or suffer to be done anything in or to the building in which the said premises is situated or the said premises 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/s / purchaser/s committing any act in contravention of the above provision, the Allottee/s / Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the said premises 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 premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said premises is situated and shall keep the portion, sewers, drains and pipes in the said premises 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 premises is situated and shall not chisel or in any other manner cause damage. to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said premises without the prior written permission of the Promoters and/or the Society or the Limited Company.

Not to do holes or changes in materials and colour on the exterior walls and chajjas of the premises. Not to fix grills and if want to fix or install the grills, the Purchaser/s/Allottes shall fix only and only Invisible grills available in market. Not to change in external elevation by changing the windows

and railing or keeping pots, boards and objects outside the windows or in any other manner whatsoever.

That Purchaser/s/Allottes cannot change the location of bathrooms and/or toilets and shall not damage the waterproofing made in the said premises.

That Purchaser/s/Allottes shall fix the outdoor units of the Air-conditioners at only at the designated place provided and/or shown by the Promoters.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the said premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the project land and the building in which the said premises is situated.
- vii. Pay to the Promoters, as the case may be within fifteen days of demand, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which said premises is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said premises by the allottee/s / purchaser/s for any purposes other than for purpose for which it is sold.
- ix. The allottee/s / purchaser/s 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 premises until all the dues payable by the allottee/s / purchaser/s to the Promoters under this Agreement are fully paid up and only if the allottee/s / purchaser/s had not been guilty of breach of or non-observance of any of the term and conditions of this agreement and unless and until prior permission in writing is obtained from the Promoters.
- x. The allottee/s / purchaser/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said premises 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/s / purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society / Limited Company/ Apex Body / Federation regarding the occupancy and use of the said premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xi. Till a conveyance/Lease Deed of the structure of the building in which said premises is situated is executed in favour of Society/Limited Society, the allottee/s / purchaser/s shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xii. That allottee/s / purchaser/s agree and undertake to observe, abide by and comply with all the terms, conditions and stipulations of all exemptions orders, scheme, permission, sanctions, approvals, NOCs etc., that have been granted or sanctions and which may hereafter be granted or sanctioned or imposed by any authority, statutory or otherwise, including making payment of all amounts, charges, expenses, deposits etc., whether refundable or not.
- xiii. To pay to the Promoters such amounts as shall be required to pay to CIDCO Ltd./NMMC /other concerned authority for obtaining its NOC/permission for the sale of the said premises by the Promoters to Purchaser/s and to do such deeds, documents and to comply with all such terms and conditions as may be stipulated by CIDCO Ltd./NMMC or other concerned authority in this regard.
- xiv. During the course of the Purchaser/s carrying out the said interior work if there is any damage to the said premises or to the said building or to any of the open areas or if the work disturbs the elevation/aesthetics of the building or if the interior work interferes or damages any of the RCC members of the said building or is not in accordance with law or the permission given by the Promoters or is in contravention of the rules and regulations of the CIDCO Ltd./ NMMC or other Concerned authorities, then the Promoters shall have full right and absolute authority to remove/demolish such work as may be in contravention as mentioned hereinabove and to restore the said premises/building/open spaces in their original form at the entire cost, risk and expense of the Purchaser/s. The affixing of such costs will be at the sole discretion of the Promoters.

- xv. The Purchaser/s is/are aware that the Promoters are required to attend to all complaints regarding leakages and other defects, as per the Act and the Rules. Thus, as a result of any work, addition, alteration, amendment and change made by the Purchaser/s, if there is any damage to any adjoining premises or any premises above or below the said premises or abutting the said premises or to any portion of the said Building, then the Purchaser/s shall be liable and responsible to carry out the necessary repairs to all such premises or any part of the Building as may be required under the Act and the Rules and the Promoters shall be absolved of the obligation and the responsibility under the Act and Rules.
- xvi. Similarly, if as a result of any addition, alteration or changes carried out by the Purchasers to his/ her/ premises, if CIDCO Ltd or any other Authority adopts any action either against the Promoters or the said Building/Project, then the Purchaser/s alone shall be liable and responsible for all such actions in law. The Promoters shall have further rights to adopt such action against the Purchaser/s including that of termination of this Agreement and/or recovery of compensation as the Promoters may be entitled under the Act and Rules.
- xvii. To carry out at their own cost, charges and expenses, all internal repairs to the said premises and maintain the said premises in the same condition, set and order in which it was delivered by the Promoters to the Purchaser/s and not do or suffer to be done anything in/to the building or the said premises which may contravene the rules, regulations and bye-laws of the concerned local authority or the said society nor cause any alterations in elevation or outside colour scheme of the said building/s in which the said premises is situated and shall also keep the sewers, drains, pipes of the said premises or appurtenances thereto in good and tenantable conditions so as to support or protect other parts of the building in which the said premises is situated and shall not chisel or in any manner damage the columns, beams, walls, slabs, RCC, pardis, or conduct any other structural changes in the said premises without prior written permission of the Promoters or the society.
- xviii. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said plot or building in which the said premises are situated or any part thereof, whereby any increase in premium shall become payable in respect thereof.
- xix. During the course of construction, if the Purchaser/s is/are desirous of visiting the said plot, the Purchaser/s shall obtain a written permission from the Promoters. During such visits to the site, in case if there is any accident/mishap or casualty,

then the Promoters will not be held responsible or liable in any manner whatsoever.

- xx. In the event of Purchaser/s committing any breach or act in contravention of the above provision, the Purchaser/s shall be liable or responsible for the consequence in respect thereof to the Promoters or to the concerned local authority or other public authority in that behalf.
- xxi. Promoters is providing Chimney, Hob and water purifier or any other item/s in the said apartment at its sole discretion. The Purchaser shall maintain the same at his own cost. Promoters shall not be responsible for break down or defect in the said items. Promoters shall hand over warranty cards/ ( if any provided by manufacturer ). In case of problem, the purchaser shall directly pursue the concerned manufacturer/agency for getting the same repaired/replaced.
- xxii. Till the time the tenements constructed in building are sold by the promoters and till the time such unsold tenements are not occupied, the Promoters will not be made liable to pay any charges of any maintenance and/or common expenditure of such unsold flats/apartments.

**9.** During the construction work of the said Building, the Promoters can commence the work on any floor or Premises as per their convenience or schedule, and the Purchaser/s will not object to that, and pay his/her/their installment as per the stipulated payment schedule. The Commencement of work means the commencement of work of the said Building/s and not the commencement of work of particular Premises.

#### **10. RESTRICTIONS ON THE PURCHASER/S:**

The Purchaser/s has/have agreed, declared and confirmed with the Promoters that the Purchaser/s shall:

- a. Having regard to the elevation of the buildings in the said Project, the Purchaser/s shall fix identical grills/railings and the Air Conditioner in the designated places that are predetermined by the Promoters/that shall be approved by the Promoters. The Purchaser/s shall affix the external grill/railings of such common design as shall be finalized by the Promoters in the manner and as per the specifications given by the Promoters. Accordingly, the Promoters have informed the Purchaser/s that with a view to maintain the esthetics and elevation of the said Building, the Purchaser/s shall, prior to extending the glass railings provided to the said premises/fixing the grills to the windows/balcony, take written permission from the Promoters inter-alia undertaking to use similar material and similar design to those already provided by the Promoters in the said premises.

That Purchaser/s/Allottes have rights only to install and/or fix invisible grills to their premises ( Invisible Grills means High quality stainless steel cables upto 2 MM) through Authorised Vendor provided by Promoters.

b. Similarly the Purchaser/s shall install the Dish Antenna for the Set Top Box on the common Terrace on the Top Floor only in the area specifically earmarked for the said purpose. Similarly, for any other new/additional facility/service/s, including but not restricted to broadband/internet services, should the Purchaser/s require to install any Instrument/Receiver/Dish either outside the said premises or on the Top Terrace, then the Purchaser/s shall install such Instrument/Receiver/Dish, only after obtaining the written consent from the Promoters in the manner and at the location identified and approved by the Promoters.

c. Not put or place flower pots, vases or any plantations outside the Windows or on the grills attached to the windows/balconies.

d. The Purchaser/s shall not store any of their materials, belongings and stocks in the open passage, refuge area/common area, floor lobby, terrace, fire rescue gallery, mid landings, etc.

e. The Lift facility in this Project shall be used as per rules of the Management Company/ Co-operative Society/Condominium of Apartments/Private Limited Company which may be formed for the management of said Building/s/Complex. It is to be economically and efficiently used. The Purchaser/s as well as his/her/their employees or heirs shall not misuse the said lift and will take care and co-operate about it. The quality of lift shall be good. But it is a machine and is not manufactured by the Promoters. Therefore, during the use of the lift and even as a result of any defect or otherwise, if anyone is injured or any damage occurs, then the Management Company/Co-operative Society/Condominium of Apartments/Private Limited Company which may be formed in future, or the Promoters shall not become responsible for it at any stage and the Purchaser/s or his/her/their employees/ heirs etc. shall not demand/shall not be entitled to demand such damages/compensation from them and the Purchaser/s hereby give his/her/their assurance and consent to such effect.

f. The Purchaser/s is/are aware that the leakage of water from the toilets, bathrooms and Pantry is also likely to happen in said premises as well as from the neighboring and upper Premises. Leaked water/moisture is likely to appear on the walls of said Premises and that may deteriorate the painting and plaster on the walls. The Purchaser/s is/are aware that water is a substance which is likely to escape, resulting into its leakage. Even if all safety and workmanship measures are taken to seal the joints of pipes, sometimes it cannot be avoided. Leakage may be due to various reasons not connected with construction. The Purchaser/s herein agree/s that the Promoters shall not be liable for any damage in the

said premises due to leakage of water and its various other after effects.

g. The Purchaser/s shall not use lifts for transporting the furniture and other construction material to their respective premise. All such transportation shall be done using the staircase only.

h. The interior work or the transportation of heavy household items shall be permitted only between 09.00 a.m. to 09.00 p.m. strictly.

**11.** The Promoters have provided Car Parking which has been approved by the CIDCO/NMMC and other authorities. In this regard, the Promoters have categorically informed the Purchaser/s and the Purchaser/s has/have noted the following:

a. The Purchaser/s shall not enclose or encroach on the parking area that is being provided to the Society. This area being left as parking shall remain as approved by the authorities and as per plan and the Purchaser/s hereby further undertake that parking area shall not be enclosed at any later state, failing which the concerned Authority is liable to take legal action against the Purchaser/s and the Society.

b. The Purchaser/s undertake/s that the abutting Terrace constructed as per approved Building plans shall not be enclosed.

c. The Purchaser/s hereby further undertake/s that at the point of time when there is Lease Deed/Deed of Assignment being prepared, the Promoters shall add the above mentioned conditions in the Lease Deed/Deed of Assignment.

d. This clause shall be binding on the entire Society and its members.

**12. HANDING OVER POSSESSION:**

Subject to payment of full and final consideration and other dues, amounts, taxes payable under this agreement by Purchaser(s)/ Allottee(s), the Promoters shall give possession of the said premises to the allottee/s / purchaser/s on or before \_\_\_\_\_ or on or before time extended by RERA Authorities for completing the project. If the Promoters fails or neglects to give possession of the said premises to the allottee/s / purchaser/s on account of reasons beyond his control and of his agents by the aforesaid date or before time extended by RERA Authorities for completing the project then the Promoters shall be liable on demand to refund to the allottee/s / purchaser/s the amounts already received by him in respect of said premises with interest at the same rate as mentioned above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid.

Since the water supply and other infrastructure such as Roads, street lights, etc. are to be provided by CIDCO Ltd./ NMMC and the electricity/power connection and meter are to be provided by the MSEDCCL, the Promoters shall not be held liable or responsible for any delay caused by CIDCO Ltd./ NMMC in providing water supply or for providing other infrastructure such as roads, etc. or by MSEDCCL in providing power supply.

Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of Flat/Shop/Unit on the aforesaid date, if the completion of building in which the Flat/Shop/Unit 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 for stopping and/or staying the construction work.

### **13. PROCEDURE FOR TAKING POSSESSION :**

- i. The Promoters, upon obtaining the occupancy certificate from the competent authority and on full and final payment made by the allottee/s / purchaser/s as per the agreement shall offer in writing the possession of the said premises, to the Allottee/s in terms of this Agreement to be taken within 3 ( Three months ) from the date of issue of such notice and the Promoters shall give possession of the said premises to the allottee/s / purchaser/s. The Promoters agrees and undertakes to indemnify the allottee/s / purchaser/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoters. The allottee/s / purchaser/s agree(s) to pay the maintenance charges as determined by the Promoters or association of various allottee/s / purchaser/s, as the case may be. The Promoters on its behalf shall offer the possession to the Allottee/s / Purchaser/s in writing within 7 days of receiving the occupancy certificate of the Project.
- ii. The allottee/s / purchaser/s agree(s) to pay in advance the maintenance charges for 2 (Two) years plus GST if applicable, as determined by the Promoters before taking possession of said premises.
- iii. The allottee/s / purchaser/s shall take possession of the Flat/Shop/Unit within 15 days of the written notice from the Promoters to the Allottee/s / Purchaser/s intimating that the said Flat/Shop/Units are ready for use and occupancy.
- iv. Failure of allottee/s / purchaser/s to take Possession of said premises : Upon receiving a written intimation from the Promoters, the allottee/s / purchaser/s shall take possession of the said premises from the Promoters by executing necessary

indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the said premises to the allottee/s / purchaser/s. In case the allottee/s / purchaser/s fails to take possession within the time provided hereinabove such allottee/s / purchaser/s shall continue to be liable to pay maintenance charges as applicable with effect from date of occupation certificate till settlement of account.

- v. If within a period of five years from the date of handing over the said premises to the allottee/s / purchaser/s, the allottee/s / purchaser/s brings to the notice of the Promoters any structural defect in the said premises or the building in which the said premises is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the allottee/s / purchaser/s shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act.

Provided that if, purchaser/s has/have made holes, drilled to interior and/or external walls, shifted the bathroom or toilet or damaged the water proofing, alterations in room, chajjas etc nailed while doing interior work or fixing invisible grills or cause damage to structure, walls in any manner whatsoever then in such case Promoters shall not be liable and responsible for rectifying such defects and/or paying any compensation to allottee/s / purchaser/s and/or other purchaser/s in building.

13 (B) Upon the possession of the said premises being delivered to the Purchaser/s, the Purchaser/s shall be entitled to use and occupy the said premises and thereafter the Purchaser/s shall has/have no claim against the Promoters as to any defect in any item or work of construction of the said premises not attributable to the Promoters for any reason whatsoever.

13(C) On obtaining the Part/Occupancy Certificate from the concerned authority, the Promoters shall be entitled to hand over possession of the said premises to the Purchaser/s even though permanent electricity and water connections are not connected by the concerned authorities. The Promoters shall not be liable for any loss, damage, injury or delay due to delay on the part of MSEDCL in sanctioning and supplying electricity or due to the CIDCO Ltd./NMMC/ Local authority's delay in giving/supplying permanent water connection or such other service connections necessary for using/occupying the Premises. On the Promoters offering possession of the said premises to the Purchaser/s, the Purchaser/s shall be liable to bear and pay their proportionate share in the consumption of electricity and water. The Purchaser/s shall pay to the Promoters, within fifteen days of demand by the Promoters, his/her/their share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the said Building

in which the said premises is situate. The Purchaser/s/Allottee/s herein further agree/s, declare/s and undertake/s to bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by CIDCO Ltd./ NMMC or the concerned local authority and/or Government and/or other public authority, on account of change of user of the said premises by the Purchaser(s)/Allottee(s) for any purposes other than for the purpose for which it is sold.

13(D) The percentage of undivided interest of the Purchaser/s in the common areas and facilities limited or otherwise pertaining to the said Premises hereby agreed to be sold to the Purchaser/s shall be in proportion to the areas of the said premises hereby agreed to be sold hereunder to the common areas and facilities limited or otherwise as disclosed by the Promoters.

13(E) The Purchaser/s herein and all other Purchaser/s of the premises in the said building shall not have any right, title, claim or interest in respect of the open spaces/areas, hoardings and common area of the building/s including the garden areas and that the rights of the Purchaser/s is/are confined to the said Premises so purchased by this agreement only and such areas shall belong to Promoters until execution of the said final Lease Deed/Deed of Assignment in respect of the said plot in favour of such Society and thereafter the same shall belong to the said Society alone.

13(F) The Purchaser/s hereby declare, confirm and undertake that the Purchaser/s shall not be entitled to sell and/or transfer his/her/their right, title, interest and benefits under this Agreement to any person without obtaining prior in writing "No Objection Certificate" from the Promoters. The Promoters will issue such No Objection Certificate to the Purchaser/s for transferring and assigning the benefits and rights of this Agreement for the said premises, only if the Promoters have received the entire consideration that has become due and payable by the Purchaser/s (including accrued interest along all amounts that are payable as the Agreement with the Purchasers, if any) and upon the Purchaser/s complying with such terms and conditions as may be stipulated under law or by the Promoters.

#### **14. PAYMENT OF MAINTENANCE CHARGES AND TAXES:**

14(a) The allottees / Purchaser/s undertakes to pay Rs. 5000/- ( Rupees Five Thousand Only ) towards charges for formation of society of units holders in building to be constructed on said property ;

That allottee/s / Purchaser/s undertakes to pay in advance the Maintenance charges of 2 (Two) years @ Rs. \_\_\_\_\_/- per sq. ft. (Carpet Area of said premises) per month starting from date of issuance of Occupancy/Completion Certificate by the Planning Authority. The entire amount of maintenance charges shall be paid in advance on or before taking the possession of flat. That Promoters shall not be liable to pay any interest on said amount collected.

PROVIDED HOWEVER that the allottee/s / Purchaser/s shall pay such further amounts or amount to the Promoters as required by them from time

to time towards maintenance in the event of the abovesaid maintenance charges being insufficient to meet the expenses.

That Promoters shall have discretion to modify/alter/revise the said maintenance charges. That on said maintenance, the Purchaser is also liable to pay GST, Service Tax on Maintenance amount. These maintenance charges shall be towards maintenance of common areas, lift, water charges, electricity charges, Salaries of clerks, sewage, sanitation, repairs, bill collector, Chowkidar, Sweepers, insurance, common lights, and all other expenses necessary and incidental to the management and maintenance of the said Plot and the said Building/s. The Promoters shall maintain separate accounts for the said charges in accordance with Law. The Promoters has collected maintenance and maintaining the Apartments as a Trustee till the handover to Association and for common area till the handover of project. The Promoters will be collecting the maintenance in separate bank account and all the expenses with relate to Apartment and common areas will be expended from that separate bank account. The allottee/s / Purchaser/s will be liable to make good any deficit in Maintenance account individually and/or jointly with other unit holder in the building.

14 (b) The Purchaser/s of the said premises shall alone be liable to pay the additional Property Taxes, if any levied by the CIDCO Ltd./NMMC/any other Government authority, in respect of the said premises agreed to be purchased by the Purchaser/s. The Purchaser/s shall pay the proportionate amount of the said additional ground rent. The determination by the Promoters or the Society that shall be formed, as the case may be, of the Property Taxes payable by the Purchaser/s of the premises shall be accepted as final and binding upon the Purchaser/s.

14 (c) The Purchaser/s shall be liable to pay to the Promoters their proportionate outgoings, maintenance charges and all other charges/outgoings in respect of the said premises with effect from the date of obtaining the Occupancy Certificate, regardless of the fact that the Purchaser/s is/are not in possession of the said Premises. Under the circumstances, the Purchaser/s hereby agree and undertake to pay to the Promoters in respect of the said premises their proportionate outgoings, maintenance charges as the Promoters may demand from time to time without any delay or objection.

14 (d) The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Purchaser(s)/Allottee(s) towards the advance maintenance and shall utilize all such amounts only for the purposes for which they have been received. The Promoters agree to deposit all the aforesaid amounts in separate Bank Account specifically opened to collect the payments towards the advance maintenance.

**15.** The Purchaser(s)/Allottee(s) authorize the Promoters to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoters may in its sole discretion deem fit and the Purchaser(s)/

Allottee(s) undertake/s not to object/demand/direct the Promoters to adjust his/her/their payments in any manner.

#### **16. OTHER CHARGES PAYABLE BY THE PURCHASER/S:**

16 (a) The Purchasers/s shall be liable to bear and pay all taxes and other charges payable in respect of the said building, proportionately, from the date from which the Agreement to Lease is executed in favour of the Promoter/s and shall be liable to pay service charges and outgoings from the date, the Promoters obtain Part Occupancy/ Occupation Certificate from the CIDCO/NMMC The Purchaser/s hereby agree/s that in the event of any amount by way of premium or security deposit to the CIDCO Ltd./ NMMC or the State Government or to any other competent authority, or betterment charges or development tax or security deposits for the purpose of giving water connection or any other tax or payment of similar nature becoming payable by the Promoters, the same shall be reimbursed by the Purchaser/s to the Promoters in proportion to the area of the said premises agreed to be purchased by the Purchaser/s and in determining such amount the decision of the Promoters shall be conclusive and binding upon the Purchaser/s.

16 (b) In addition to the agreed consideration, the Purchaser/s shall pay and bear all the following Charges, Deposits and Expenses to the Promoters as and when demanded:

- a) Legal and document charges at the time of execution of this Agreement.
- b) Valuation Report.
- c) Development Charges/Transfer Charges/Infrastructure Development Charges payable to CIDCO Ltd./ NMMC.
- a) Proportionate Stamp duty and Registration charges for Lease Deed/Deed of Assignment.
- e) Water and Drainage connection deposit and meter charges or any other charges imposed by the CIDCO Ltd./ NMMC or other Government authority.
- f) Electricity connection, meter deposit, MSEDC service charges or any other electricity service provider charges, cable charges and transformer.
- g) Co-operative Society/Condominium of Apartments/Limited Company formation/ registration charges.
- h) Proportionate Property Tax from the date of Agreement to Lease in favour of the Promoters.
- i) Stamp duty and registration charges on Premises. If any additional stamp duty is payable over and above the stamp duty on Premises, then the Purchaser/s shall be liable to pay the same.
- j) Service Tax, VAT, Cess, GST or any other taxes or charges levied by the state or Government authorities.
- k) Any other charges, taxes and expenses levied by the Government authorities.

16 (c) The Purchaser/s further agree/s, undertake/s and declare/s to contribute and pay a proportionate share of the cost of transformer/cable

laying and all other required costs, if installed by the Promoters through MSEDCL or any other electricity service provider before taking over the possession of the said Premises. The Purchaser/s hereby further declare/s that he/she/they will not object to such payment that is the cost incurred or to be incurred for installation of transformer or payable to MSEDCL or any other electricity service provider. The said deposits referred to hereinabove shall be paid by the Purchaser/s and he/she/they shall not raise any objection whatsoever in calculating the rate of such deposits.

16 (d) That the Purchaser/s shall also pay his/her/their share of insurance premium to keep the building insured against loss or damage by fire and to get an Insurance Policy in a sum equivalent to the total sale price of all the Premises, in the said building with a company to be approved by the Promoters. All the moneys as and when received by virtue of any such insurance shall be spent in rebuilding or repairing the premises. Whenever there is damage for any reasons whatsoever, the Purchaser/s shall pay his/her/their proportionate share for reinstating or replacing the same and shall nevertheless continue to pay all the payments as if no such destruction or damage has happened. The Purchaser/s shall pay his/her/their proportionate share of expenses for keeping the said building in good condition and for substantial repairs to maintain the condition to the satisfaction of the Promoters.

16 (e) It is understood by the Purchaser/s that whatever payments are made by the Promoters to be further paid by the Purchaser/s in connection with or incidental to this Agreement or any other documents shall be reimbursed by the Purchaser/s to the Promoters on demand.

#### **17. FORMATION OF CO-OPERATIVE SOCIETY OR COMPANY OR ASSOCIATION:**

17(a) The Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the Promoters shall, as per the provisions under Section 11(4) (e) of Real Estate (Regulation and Development) Act, 2016, form a Co-operative Society or Company or Association (hereinafter referred to as the said Society) for the said Building/s. For the purpose of the formation of the said Society, the Promoters shall submit application to the Registrar for registration of the Cooperative Housing Society under the Maharashtra Co-operative Societies Act, 1960 or a Company or any other Legal Entity, within three months from the date on which fifty-one percent of the total number of allottees in such a building or wing have booked their apartment. The Purchaser/s along with such other persons who shall have taken possession or acquire the Premises shall form themselves into a Co-operative Society under and in accordance with the Maharashtra Cooperative Societies Act, 1960 or any other body Corporate or other organization determined by the Promoters. The said Building shall always be known as " \_\_\_\_\_ " and the said Society or any other body corporate or other organization determined by the Promoters on the said plot shall always be known by such name as suggested by the Promoters and approved by the concerned Authorities. The Purchaser/s shall co-operate with the Promoters in forming, registering and incorporating the said Society and shall sign all necessary papers and documents and provide all other necessary papers and documents and do all other acts and things as the Promoters may require the Purchaser/s to do

from time to time in that behalf or safe guarding or better protecting the interest of the said Society and of the Purchaser/s of the Premises in the building. All costs and charges for above shall be borne and paid by the Purchaser/s. That Allottee/s will be admitted to the membership of society on payment of full and final all dues, consideration under this agreement to Promoters herein.

17(b) The Purchaser/s, along with other Purchasers of Shops / Offices/ Commercial Units in the Building, shall join in forming and registering the Society or a Limited Company to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Society 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 Promoters within 15 days of the same being forwarded by the Promoters to the Purchaser/s, so as to enable the Promoters to register the organization of Purchaser/s. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The required papers for formation of Co-operative Society shall be kept at suitable place as the Promoters may deem fit, necessary and proper and the Purchaser/s shall attend the said Office and sign the necessary documents and submit the required proofs and other details as required by the CIDCO Ltd./ NMMC/ concerned authorities within the stipulated period.

17(c) The Promoters have further informed the Purchaser/s and the Purchaser/s is/are aware that after the formation of the Co-operative Society or Private Limited Company or Company or Association (hereinafter referred to as the said Society), the Promoters shall enroll the Purchaser/s as the members of the said Society and issue Share Certificate on payment of full and final all dues, consideration under this agreement to Promoters herein. Upon the receipt of the name approval and NOC for the registration of the Society together with the list of the Purchaser/s certified by CIDCO Ltd./ NMMC, the Promoters shall apply to CIDCO Ltd./ NMMC for the grant of NOC/permission for enrolling the Purchaser/s in the records of CIDCO Ltd./ NMMC other revenue authorities as the Purchaser/s of the said premises. The necessary transfer charges payable to CIDCO Ltd./NMMC /concerned authorities shall be borne and paid by the Purchaser/s alone.

17(d) The Purchaser/s, at the time of taking possession, agree/s and bind/s himself/herself/themselves to pay to the Promoters such amount in advance as the Promoters may demand being the lump sum amount towards the general maintenance charges for the said Premises pending the formation of Co-operative Society in addition to the proportionate Property tax which shall be payable additionally upon receipt of the Assessment Bills from CIDCO Ltd./NMMC/ concerned authorities. The Service Tax, VAT, GST and other taxes applicable shall be paid additionally on the said advance maintenance charges payable to the Promoters. The Promoters have

exclusive right to determine the said Maintenance charges payable by the Commercial premises users in accordance with the utility used by them. On receipt of the bill for property tax from the CIDCO Ltd./ NMMC, the Purchaser/s shall pay his/her/their proportionate share of property tax for the said Premises immediately on demand either by the Promoters or by the Society as the case may be. Thereafter, the Purchaser/s shall pay to the Promoters/Society regularly by the fifth day of each and every month such amount in advance as the Promoters may demand being maintenance charges until the Deed of Assignment/Lease Deed of the said plot with Building or Buildings is executed in favour of the Co-operative Housing Society/Private Limited Company and/or other body corporate and/or other Organization (hereinafter referred to as "the said Society"). Upon the execution of Lease Deed/Deed of Assignment in favour of Society or body corporate/organization that shall be formed, all such moneys collected towards the advance maintenance charges shall be paid over by the Promoters to the said Society or body corporate/ organization after deducting therefrom the amount if any payable by the Purchaser/s to the Promoters under and in accordance with the provisions of this Agreement. In case, if there is any deficit amount payable by the Purchaser/s due to increase in expenses or for any reason whatsoever, then such deficit shall be paid additionally by the Purchaser/s. After the formation of the Society and after the Promoters have handed over the charge of the said building to the society, the Purchaser/s shall pay to the said Society his/her/their proportionate share that may be decided by the said Society as the case may be, all rates, taxes, ground rent (including additional ground rent levied by the CIDCO Ltd./ NMMC in respect of the premises) dues, duties, impositions, outgoings and burdens now or at any time levied, assessed or imposed upon or in respect of the said plot or the said new building or occupiers thereof by the CIDCO Ltd./ NMMC or the Government or Revenue authority in respect of the said Building or the use thereof and payable either by the Purchaser/s or occupiers and shall also pay his/her/their proportionate share of all outgoings in respect of the said premises viz. taxes, ground rent, additional ground rent, insurance, sanitation charges, water charges, charges in respect of common electricity consumed, watchman, maintenance of security systems, sweepers and all other expenses necessary and incidental to the management and maintenance of the said premises and the Purchasers shall indemnify and keep indemnified the Promoters in that behalf.

17(e) The Purchaser/s has/have perused and is/are aware of all the terms and conditions contained in the said documents recited above. The Purchaser/s hereby agree/s and undertake/s that he/she/they shall be bound and liable to pay to the Promoters his/her/their proportionate shares in all respects taxes, outgoings and other charges in respect of the said premises from the period referred herein and in accordance with the provisions of this Agreement.

17(f) The Promoters have also informed the Purchaser/s and the Purchaser/s is/ are aware that till such time as the Co-operative Society/Condominium of Apartments/Private Limited Company in respect of the said project is not formed, the maintenance, upkeep and all affairs relating to the day-to-day management of the said premises shall be looked after by the Promoters

and/or any other specialized agency appointed by the Promoters. Such specialized Management Agency shall be appointed by the Promoters and the Purchaser/s shall not object to it in any manner. The Purchaser/s hereby agree/s, declare/s and confirm/s with the Promoters that all open spaces, common terrace, common spaces of the said plot, Basement/Podium, Security Cabin and equipment shall be in the exclusive and an interrupted management and authority of the Promoters alone and save and except the exclusive right to the said Premises, the Purchaser/s shall not claim any right, title, interest in the said spaces in any manner whatsoever. The Purchaser/s is/are also aware that upon the formation of Co-operative Society/Condominium of Apartments/Private Limited Company in respect of the said project and upon the execution of Lease Deed/Deed of Assignment in favour of such Co-operative Society/Condominium of Apartment/Private Limited Company all the above areas shall be handed over to the Managing Committee of the Co-operative Society that shall be formed or the same shall be managed and administered by such specialized Agency as may be mutually decided between the Promoters and such Managing Committee.

**17(g) LEASE DEED OR DEED OF ASSIGNMENT :**

**The Promoters shall, within Three months from the date of issue of occupancy certificate cause to be transferred/assigned to the society, the leasehold right, title and interest of the Promoters in the project land on which the building is constructed.**

The Advocate for the Promoters shall prepare and engross and approve the Lease Deed/Deed of Assignment and all other documents, which are to be or may be executed in pursuance of this Agreement. The Purchaser/s shall bear all costs professional charges and expenses for the same and also all expenses of the stamp duty, registration charges for Lease Deed/Deed of Assignment or any other Deed consent writing and other documents, the costs in connection with the formation of the said Society and/or body corporate or other organization, the costs of the stamping and registering all the agreements, deeds, transfer deeds or any other documents required to be executed including the entire professional costs of the Advocates of the Promoters shall be borne and paid by the said Society or proportionately by all the Purchasers of the Premises in the said building alone.

**17(h) The Promoters hereby agree that they shall, before handing over possession of the said premises to the Purchaser/s and in any event before execution of Lease Deed/Deed of Assignment of the said plot in favour of a Co-operative Housing Society and/or other body corporate and/or other organization to be formed by the Purchaser/s of Shops / Offices/ Commercial Units in the Building to be constructed on the said plot (hereinafter referred to as "the Society") make full and true disclosure of the nature of their title to the said plot as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said plot and shall, as far as practicable, ensure that the said plot is free from all encumbrances and that the Promoters have absolute, clear and marketable title to the said plot so as to enable them to assign to the said Society/Limited Company such absolute, clear and marketable title on the**

execution of a Lease Deed/Deed of Assignment of the said plot by the Promoters in favour of the said Society/Limited Company.

**18. GENERAL COMPLIANCE WITH RESPECT TO THE SAID PREMISES:**

18(a) The Purchaser(s)/Allottee(s) shall, after taking possession, be solely responsible to maintain the said premises at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the said premises, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or General Development Control Rules for the time being of the CIDCO Ltd./ NMMC or any other Government Authority and/or public body or any other local authority. or change or alter or make additions to the said premises and keep the said premises, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter, etc. of the Building is not in any way damaged or jeopardized. The Purchaser(s)/Allottee(s) further undertakes, assures and guarantees that he/she/they would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings or Common Areas. The Purchaser(s)/Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser(s)/Allottee(s) shall not store any hazardous or combustible goods in the said premises or place any heavy material in the common passages or staircase of the Building. The Purchaser(s)/Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the said premises. The Purchaser(s)/Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoters and thereafter the Association of Purchaser(s)/Allottee(s) and/or maintenance agency appointed by Association of Purchaser(s)/Allottee(s) shall manage and upkeep the same. The Purchaser(s)/Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions. The Purchaser/s further covenants with the Promoters and through them with the Purchaser/s or the other premises in the said building that he/she/they at any time shall not demolish or caused to be demolished any structure in the said building or any part or portions of the same nor will he/she/they at any time make or caused to be made any new construction of whatsoever nature on or in the said building or any part thereof nor will make any additions or alterations in or to the said premises or said building and balcony or gallery in the front without previous consent of the CIDCO Ltd./NMMC/ Concerned Authority or the Promoters or the said Society, as the case may be. The Purchaser/s from the date of possession will maintain the lift, water pump, firefighting equipment and other assets provided by the Promoters on their own cost and the Promoters will not be held responsible and liable for the same in any manner whatsoever.

18 (b) It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoters as per the agreement for sale relating to such development is brought to the notice of the Promoters within a period stipulated by Law by the Purchaser(s)/Allottee(s) from the date of issuing intimation to take possession of the Shop / Office/ Commercial Unit/or from the date of handing over possession or from the date of receipt of Occupancy Certificate from CIDCO Ltd, whichever is earlier, it shall be the duty of the Promoters to rectify such defects without further charge, within 30 (thirty) days. The Promoters have further agreed to obtain suitable warranty from the Water-Proofing Agency and at the time of handing over the charge of the Project to the Co-operative Society, the Promoters shall assign the benefits of the said warranty in favour of the Co-operative Society to enable the Co-operative Society to get the necessary repairs carried out directly from the concerned Agency.

18 (c) The Promoters/maintenance Agency/Association of Purchaser(s)/Allottee(s) shall have rights of unrestricted access of all Common Areas, garages/closed parking/s and parking spaces for providing necessary maintenance services and the Purchaser(s)/Allottee(s) agree/s to permit the Promoters/Association of Purchaser(s)/Allottee(s) and/or maintenance agency to enter into the said premises or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

18 (d) The Purchaser(s)/Allottee(s) hereby agree/s to purchase the said premises on the specific understanding that his/her/their right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the Association of Purchaser(s)/Allottee(s) (or the maintenance agency appointed by it) and performance by the Purchaser(s)/Allottee(s) of all his/her/their obligations in respect of the terms and conditions specified by the maintenance agency or the Association of Purchaser(s)/Allottee(s) from time to time.

18 (e) The Basement(s), Podium(s) and service areas, if any, as located within the said Project “\_\_\_\_\_” shall be earmarked for purposes including but not limited to refuse areas, electric sub-station, transformer, DG set rooms, underground water tanks, Overhead Tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Purchaser(s)/Allottee(s) shall not be permitted to use such services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Purchaser(s)/Allottee(s) formed by the Purchaser(s)/Allottee(s) for rendering maintenance services.

18 (f) The Purchaser/s and the person to whom the said premises shall have been let, sublet, transferred, assigned or given possession of and in accordance with the provisions hereof shall duly observe and perform all the rules and regulations of the said Society that may be in force from time to time relating to the protection and maintenance of the said building with

Premises thereof and for the observance and carrying out of the building rules and regulations and Development Control Rules for the time being of the Concerned Authority, the Government and or public body or any other local authority.

18 (g) It is expressly agreed and confirmed by and between the parties hereto that the Terrace which is attached to the said premises will be in the exclusive possession of the Purchaser/s herein and other Purchaser/s of the premises in the said Building/s will not, in any manner object thereto. The other Purchaser/s shall not, in any manner object to the Promoters selling to the Purchaser/s of the said premises with an attached terrace with exclusive rights of the Purchaser/s herein to use the said Terrace.

18 (h) It is also agreed and understood that the Promoters shall only pay proportionate charges towards Property Tax, Service Charges, Sinking Fund, Insurance charges, NA Tax, Lease Rent as per actuals for premises lying vacant and unsold premises in the said Building. However, the Promoters shall not pay the proportionate charges for water, common electricity, contribution towards repair and maintenance funds, expenses on repair and maintenance of the lifts including charges for running the lifts, car parking, non-occupancy charges or any other charges.

18 (i) The Promoters shall not be bound to carry out any extra work in the said premises agreed to be sold by the Promoters to the Purchaser/s under this Agreement.

**19.** Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Plot and Building or any part thereof. The Purchaser/s shall have no claims save and except in respect of the said premises hereby agreed to be acquired by the Purchaser/s. All open spaces, floor spaces index, parking spaces, lobbies, staircases, terraces, recreation spaces, etc. will remain to be the Property of the Promoters until the whole plot together with the structures standing thereon is/are transferred to the said Society, but subject to the rights of the Promoters contained herein.

## **20. RESTRICTIONS ON TRANSFER:**

20(a) The Purchaser/s of the said premises will not transfer or assign interest or benefit of this Agreement, until all the dues payable by the Purchaser/s to the Promoters under this Agreement are fully paid up and even after such payment, only if the Purchaser/s has/have not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/ have obtained the Promoter's consent in writing to the same.

20(b) So long as all or any of his/her/their dues herein stated remains unpaid and so long as the said Society shall not be registered, the Purchaser/s shall not, without the prior consent in writing of the Promoters, let, sublet, transfer, assign any rights created under this Agreement or part with the possession of the said premises or any part thereof.

## **21. FOREIGN/ NON RESIDENT INDIAN PURCHASER/S:**

21(a) The Purchaser(s)/Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoters with such permission, approvals which would enable the Promoters to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser(s)/Allottee(s) understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

21 (b) The Purchaser(s)/Allottee(s) shall keep the Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser(s)/Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser(s)/Allottee(s) to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any under the applicable laws. The Promoters shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser(s)/Allottee(s) and such third party shall not have any right in the application/allotment of the said premises applied for herein in any way and the Promoters shall be issuing the payment receipts in favour of the Purchaser(s)/Allottee(s) only.

## **23. REPRESENTATIONS OF THE PROMOTERS:**

The Promoters hereby represent and warrant to the Purchaser(s)/Allottee(s) that save as specifically mentioned herein:

- (i) The Promoters have absolute, clear and marketable title in respect of the said plot and have the requisite rights to carry out development upon the said plot and the Promoters have the absolute, actual, physical and legal possession of the said plot for the Project.
- (ii) The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.
- (iii) There are no litigations pending before any Court of law with respect to the said plot, Project or the said premises.
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said plot and said premises are valid and subsisting and have been obtained by following due process of law.

Further, the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said plot, Building and said premises and common areas.

(v) The Promoters 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 Purchaser(s)/ Allottee(s) created herein, may prejudicially be affected.

(vi) The Promoters 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 plot, including the Project and the said premises which will, in any manner, affect the rights of Purchaser(s)/Allottee(s) under this Agreement.

(vii) The Promoters confirms that the Promoters are not restricted in any manner whatsoever from selling the said premises to the Purchaser(s)/Allottee(s) in the manner contemplated in this Agreement.

(viii) The said plot is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said plot.

(ix) The Promoters have duly paid and shall continue to pay and discharge all 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.

(x) 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 plot) has been received by or served upon the Promoters in respect of the said plot and/or the Project.

**24.** The Promoters have informed the Purchaser/s about its intention to sell the parapet walls of terrace, boundary walls on the external periphery of the said Building (hereinafter called "the said Display space") and the same shall be utilized only for the purpose of the advertisement, which includes hoarding, any display of such sign-boards as well as neon light, and the Purchaser/s of such display space shall install separate electric-meter for neon-light and shall also bear and pay the Government taxes directly or through the society. The Purchaser/s of the Display space shall not contribute any other outgoings to the said Society. The Purchaser(s)/ Allottee(s) herein shall not object in any manner and shall co-operate with the Purchaser/s of such Display space as admitting him/her/them as nominal member of the said Society. The Purchaser/Society will honor the agreement/understanding between the Promoters and holder of Display space. The Promoters can display their Company name/logo and put neon sign/hoarding/display at the suitable place of the said Building and the Purchaser/s/Society will not object it, without being liable to pay any compensation, consideration to the Society or its members. The Promoters

shall install separate Electric Meter for neon-light and shall bear and pay the charges as per the Bills for the electricity consumed thereof directly to the concerned Authority. The Promoters/their sister concern will not contribute any other outgoings to the Society.

**25.** This Agreement shall always be subject to the provisions contained in Real Estate (Regulation and Development) Act, 2016 or any amendment or re-enactment thereof for the time being in force or any other provisions of law applicable thereto.

**26. NOTICES AND CORRESPONDENCE:**

26 (a) All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by prepaid post under Certificate of Posting at his/her/their address specified below:-

Address: \_\_\_\_\_  
\_\_\_\_\_

Email id. \_\_\_\_\_

26 (b) In case if the Purchaser/s changes his/her/their address specified herein then and in that event, the Purchaser/s shall intimate by Registered AD Letter, the new address or Email address and shall cause the Promoters to rectify their records by recording the new addresses and Email address. In case, if the Purchaser/s fail/s to provide the Promoters his/her/their new address and Email address, then the Promoters shall not be liable or responsible for the non receipt of any letter or communication from the Government authorities and the Purchaser/s alone shall be responsible for all legal consequences arising there from.

27. The Purchaser/s and the Promoters shall, immediately after the execution of this Agreement as well as Lease Deed/Deed of Assignment/vesting documents in favour of said Society lodge the same for registration with the concerned Sub-Registrar of Assurances within the time limit prescribed by the Registration Act and the Purchaser/s shall within two days after lodging the same intimate the Promoters of having done so with the date and serial number which the same has been so lodged for registration of the Agreement. All out of pocket costs, charges and expenses including the Stamp duty and registration charges of and incidental to this Agreement as well as Lease Deed/Deed of Assignment/vesting documents in favour of said Society shall be borne and paid by the Purchaser/s alone and the Promoters will attend such office and admit execution thereof.

**28. COMPLIANCE OF LAWS, NOTIFICATIONS, ETC. BY PURCHASER(S)/ALLOTTEE(S):**

The Purchaser(s)/Allottee(s) is/are entering into this Agreement for the allotment of a said premises with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Purchaser(s)/Allottee(s) hereby undertakes

that he/she/they shall comply with and carry out, from time to time after he/she/they has/have taken over for occupation and use the said premises, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the said premises/at his/her/their own cost.

### **29. ENTIRE AGREEMENT:**

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

### **30. RIGHT TO AMEND:**

This Agreement may only be amended through written consent of the parties by executing such further Supplementary Agreement/deeds/documents/writings mutually decided by the parties hereto.

### **31. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER(S)/ALLOTTEE(S)/SUBSEQUENT ALLOTTEE(S):**

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 Purchaser(s)/Allottee(s) of the said premises, in case of a transfer, as the said obligations go along with the said premises for all intents and purposes.

### **32. WAIVER NOT A LIMITATION TO ENFORCE:**

(a) The Promoters may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser(s)/Allottee(s) in not making payments as per the Payment Schedule including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser(s)/Allottee(s) that exercise of discretion by the Promoters in the case of one Purchaser(s)/Allottee(s) shall not be construed to be a precedent and/or binding on the Promoters to exercise such discretion in the case of other Purchaser(s)/Allottee(s).

(b) Any delay, indulgence and negligence on the part of the Promoters in enforcing the terms and conditions of these presents or any forbearance or the grant of time to the Purchasers shall not be construed as a waiver on the part of the Promoters of the breach of any of the terms and conditions of these presents nor shall waiver in any way of prejudice the rights of the Promoters.

### **33. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Real Estate (Regulation And Development) Act, 2016 or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Real Estate (Regulation And Development) Act, 2016 or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

### **34. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Purchaser(s)/Allottee(s) has/have to make any payment, in common with other Purchaser(s)/Allottee(s) in the Project, the same shall be the proportion which the carpet area of the said premises bears to the total carpet area of all the Premises/plots in the Project.

### **35. BINDING EFFECT:**

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

### **36. BUILDERS/PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE**

After execution this Agreement Builders/Promoters shall not mortgage or create a charge on the said premises 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 present allottee/s / purchaser/s, who has taken or agreed to take said premises.

Notwithstanding anything contained above, the Owners shall have full right, absolute authority and shall be entitled to sell, assign, mortgage, charge, encumber or otherwise deal with all or any of their rights, title, benefits and interest in respect of the said property, and / or the said building/s or any part thereof, including for the purpose of raising finance, monies for the development of the said property or otherwise, subject to the rights of the allottee/s / purchaser/s under this agreement in respect of said premises.

### **37. 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.

### **38. JOINT ALLOTTEES:**

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

### **39. ACTS AND RULES GOVERNING THE AGREEMENT :**

This Agreement shall always be subject to the provisions contained in the Real Estate (Regulation and Development) Act, 2016 (RERA) or any amendment therein or re-enactment thereof for the time being in force or any other provisions of law applicable from time to time and the rules framed there under. Under the provisions contained in the Real Estate (Regulation and Development) Act, 2016, the Promoters are the Promoters and all references herein shall be read and construed accordingly. The said Real Estate (Regulation and Development) Act, 2016 shall be hereinafter referred to as the "Act" and the Rules framed there under shall be referred to as the "Rules".

### **40. PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Promoters himself/themselves or through his/their/its authorized signatory at the Promoter's Office or at some other place, which may be mutually agreed between the Promoters and the Purchaser(s)/Allottee(s). After the Agreement is duly executed by the Purchaser(s)/Allottee(s) and the Promoters the said Agreement shall be registered at the office of the

appropriate SubRegistrar of Assurances. Hence this Agreement shall be deemed to have been executed at Navi Mumbai.

#### **41. INSPECTION OF DOCUMENTS AND SITE VISIT:**

The Purchaser/s has/have inspected the Agreements, Sanctioned Plans and other relevant documents required to be given by the Promoter under the provisions of the Real Estate (Regulation and Development) Act, 2016 in respect of the said plot and the Purchaser/s has/have visited the site of construction and made himself/herself/themselves familiar with the terms and conditions imposed by the CIDCO/NMMC and other relevant authorities. The Purchaser/s binds himself/herself/themselves to adhere with terms and conditions of all documents/correspondence with CIDCO Ltd./ NMMC/other concerned authorities. All the liabilities pertaining to the above shall be borne and paid by the Purchaser/s as and when demanded by the CIDCO Ltd./NMMC/ other concerned authorities or the Promoters.

#### **42. STAMP DUTY AND REGISTRATION CHARGES :**

The charges towards stamp duty and registration of the agreement shall be borne by the Allottees/Purchasers

#### **42. DISPUTE RESOLUTION:**

All or any disputes arising out of or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Real Estate (Regulation and Development) Act, 2016.

**IN WITNESS WHEREOF, THE PARTIES HERETO HERETO  
SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND  
SEALS THE DAY AND THE YEAR FIRST HEREINABOVE  
WRITTEN.**

#### **THE FIRST SCHEDULE ABOVE REFERRED TO (Description of the said Plot)**

All that piece of parcel of land known as Plot No.57, situated in Sector-34A, at **Kharghar**, admeasuring 2435.54 sq. meters or thereabouts and is bounded as follows: -

On or towards the East : - Plot No. 56.

On or towards the North : - Plot No.58.

On or towards the West : - Pro 15.00 meter wide road.

On or towards the South : - 45.00 Meters Wide Road.

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(Description of the said Premises)**

Flat/Shop / Office/ Commercial Unit No. \_\_\_\_\_ on the \_\_\_\_\_  
 Floor, in the Building known as "**THARWANI PALLADIAN**"  
 admeasuring about \_\_\_\_\_ Square feet. of Carpet Area equivalent to  
 \_\_\_\_\_ Square meters or thereabouts lying, being and situated at all those  
 piece and parcel of land bearing Plot no. 12, in Sector No. 15, situate, lying  
 and being at CBD, Belapur, Navi Mumbai, which is more particularly  
 described in the First Schedule herein above.

SIGNED, SEALED AND DELIVERED BY )  
**M/s. THARWANI REALTORS** )  
 THROUGH ITS AUTHORIZED PARTNER/S )  
 MR. \_\_\_\_\_ )  
 IN THE PRESENCE OF ..... )

SIGNED, SEALED AND DELIVERED )  
 BY THE WITHINNAMED "PURCHASER/S" )  
 MR./MRS./ M/S. \_\_\_\_\_ )  
 \_\_\_\_\_ )

IN THE PRESENCE OF ..... )

**R E C E I P T**

RECEIVED OF AND FROM THE WITHINNAMED PURCHASER/S  
 MR./MRS/M/S \_\_\_\_\_, A SUM OF RS.  
 \_\_\_\_\_/- (RUPEES \_\_\_\_\_  
 \_\_\_\_\_ ONLY) VIDE CHEQUE  
 NO. \_\_\_\_\_ DATED \_\_\_\_\_ DRAWN ON  
 \_\_\_\_\_, \_\_\_\_\_ BRANCH, BEING THE EARNEST  
 MONEY DEPOSIT TOWARDS THE WITHIN MENTIONED TOTAL  
 CONSIDERATION TO HAVE BEEN PAID BY THEM TO US.

WE SAY RECEIVED.

FOR **M/s. THARWANI REALTORS**

MR. \_\_\_\_\_  
 (AUTHORIZED PARTNER/S)

**PAYMENT SCHEDULE: ("ANNEXURE - \_\_\_\_")**

The said LUMPSUM consideration of Rs. \_\_\_\_\_ /-

(Rupees \_\_\_\_\_)

Only) shall be paid by the Purchaser/s to the Promoter as per the following scheduled manner:-

SR NO.	PARTICULARS	PERCENTAGE
1.	ON BOOKING	10%
2.	ON COMMENCEMENT OF WORK	20%
3.	COMPLETION OF PLINTH	10%
4.	COMPLETION OF 1ST SLAB	3.5%
5.	COMPLETION OF 2ND SLAB	3.5%
6.	COMPLETION OF 3RD SLAB	3.5%
7.	COMPLETION OF ____TH SLAB	3.5%
8.	COMPLETION OF ____TH SLAB	3.5%
9.	COMPLETION OF ____TH SLAB	3.5%
10.	COMPLETION OF ____TH SLAB	3.5%
11.	COMPLETION OF ____TH SLAB	3.5%
12.	COMPLETION OF ____TH SLAB	3.5%
13.	COMPLETION OF ____TH SLAB	3.5%
14.	COMPLETION OF ____TH SLAB	3.5%
15.	COMPLETION OF ____TH SLAB	3.5%
16.	COMPLETION OF ____TH SLAB	3.5%
17.	COMPLETION OF ____TH SLAB	3.5%
18.	COMPLETION OF BRICK WORK	3%
19.	COMPLETION OF PLASTERING	3%
20.	ON POSSESSION	5%
	<b>TOTAL</b>	<b>100%</b>

**LIST OF AMENITIES: (Annexure "I")****EXTERNAL (COMMON) AMENITIES:**

1. Club House
2. Gymnasium
3. Indoor Games (Table Tennis, Carom, foosball, etc.)
4. Lawn
5. Squash Court
6. Kids Play area
7. Air Conditioned Double height entrance lobby for each building
8. inter9com connection
9. CCTV in entrance lobby
10. Power back -up for common areas
11. Firefighting system
12. senior citizen Garden
13. Gezebo/pargolas
14. Open yoga and meditation deck
15. Rooftop infinity swimming pool
16. Steam bath
17. Jacuzzi
18. Parking (Paid)
19. Flower garden
20. Seating area
21. Sculpture garden
22. Plantation
23. Jogging Track
24. Overflow with bubbler
25. Rain Water Harvesting in Prominent amenities

**INTERNAL AMENITIES:**

Vitrified tiles  
Bathroom fittings  
Aqua Guard  
vdp  
Air Conditioner in master bedroom  
laminated flush doors and sliding windows  
balcony flooring  
Door Fittings handle  
electrical wiring  
Electrical switches  
electrical DB (distribution boz )

**LIST OF ANNEXURES:**

Annexure “A ()” --- Copy of Commencement Certificate and Development permissions

Annexure “B” --- Copy of Project Registration Certificate with RERA.

Annexure “C”--- Copy of a Layout Plan of the said plot.

Annexure “D” --- Copy of Report on Title.

Annexure “E” --- Copy of Typical Floor Plan of the said premises.

Annexure “F” --- Copy of Architect’s Certificate.

Annexure “G”--- The Payment Schedule.

Annexure “H” --- List of Amenities.