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AGREEMENT FOR SALE

THIS **ARTICLE OF AGREEMENT** is made at Panvel on this _____ day of _____, 20____, between **M/S. TODAY GLOBAL HOMES**, a partnership firm duly registered under the provisions of Indian Partnership Act, 1932, represented by its Partners (1) SHRI BHADRESH RAJESH SHAH (2) SHRI BHAVESH SHAH (3) SHRI RAJESH BHOGILAL SHAH & (4) SHRI SUNIL AGARWAL, having its office at 605, Shelton Cubix, Plot No.-87, Sector No.-15,

C.B.D.-Belapur, Navi Mumbai-400 614, hereinafter referred to as "**THE PROMOTERS**" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include partners or partner for the time being of the said firm, the survivors or survivor of them and the heirs, executors and assigns of the last surviving partner) **OF THE ONE PART and SHRI/SMT./MISS./M/S.**

having his/her/their address at _____

hereinafter referred to as "**THE ALLOTTEE(S)**" (which expression shall unless contrary to the context or meaning thereof mean and include in the case of individuals his/her/their heirs and legal representatives and in case of partnership firm the partners constituting the firm for the time being and the survivors or survivor of them and their respective heirs and legal representatives and in the case of a corporate body, its successors and assigns and in the case of the trust its trustees for the time being) **OF THE OTHER PART;**

Whereas the Promoters are fully seized and possessed of all those pieces or parcels of land bearing (1) Survey No.-114, Hissa No.-10/11/B, admeasuring 0-16-40 H.R.P. (2) Survey No.-114, Hissa No.-9A, admeasuring 0-40-70 H.R.P. plus Potkharaba 0-01-30, totaling to 0-42-00 H.R.P. (3) Survey No.-112, Hissa No.-1, admeasuring 0-02-80 H.R.P. out of total area of 0-05-0 H.R.P., (4) Survey No.-115, Hissa No.-6, admeasuring 0-30-90 H.R.P. plus potkharaba 0-01-30 H.R.P. totaling to 0-32-20 H.R.P. (5) Survey No.-114, Hissa No.-1/A, admeasuring 0-56-10 H.R.P. plus potkharaba 0-06-10 H.R.P. totaling to 0-62-20 H.R.P. & (6) Survey No.-113, Hissa No.-2, admeasuring 0-04-50 H.R.P, aggregating to 1-60-10 H.R.P., equivalent to 16010 Sq. Mts., all situate, lying and being at Village-Rohinjan, within the Registration District of Raigad & Sub Registrar of Panvel, Tal.-Panvel, Dist.-Raigad.

The aforesaid land bearing Survey No.-114, Hissa No.-10/11/B is acquired by the Promoters as under :

By virtue of a Sale Deed dated 05/05/2017, duly registered before the Joint Sub Registrar of Assurances at Panvel-5 under Receipt No.-4031, Document No. PVL5-3774-2017 on 05/05/2017, the owners of the aforesaid land i.e., (1) SHRI JAGANNATH DAGDU PATIL (2) SHRI DNYANESHWAR DAGDU PATIL (3) SHRI BALARAM DAGDU PATIL (4) SMT. SUNITA ATMARAM CHOUDHARY (5) SMT. LAXMI PRAKASH KATHE (6) KU. SUREKHA DAGDU PATIL ALIAS SMT. SUREKHA HARISHCHANDRA BHAGAT & (7) SMT. JIJABAI DAGDU PATIL, sold and transferred their rights, title, interest and benefits in the said land bearing Survey/Hissa No.-114/10/11/B admeasuring 0-16-40 H.R.P. in favour of SHRI BHAVESH RAJESH SHAH and pursuant to the above, the said plot has been transferred in the name of SHRI BHAVESH RAJESH SHAH in the 7/12 extracts of the revenue records of the concerned authority.

And whereas the Promoters have acquired the development rights of the lands bearing (1) Survey No.-114, Hissa No.-9A, admeasuring 0-40-70 H.R.P. plus Potkharaba 0-01-30, totaling to 0-42-00 H.R.P. (2) Survey No.-112, Hissa No.-1, admeasuring 0-02-80 H.R.P. out of total area of 0-05-0 H.R.P., (3) Survey No.-115, Hissa No.-6, admeasuring 0-30-90 H.R.P. plus potkharaba 0-01-30 H.R.P. totaling to 0-32-20 H.R.P. (4) Survey No.-114, Hissa No.-1/A, admeasuring 0-56-10 H.R.P. plus potkharaba 0-06-10 H.R.P. totaling to 0-62-20 H.R.P. & (5) Survey No.-113, Hissa No.-2, admeasuring 0-04-50 H.R.P. all situate, lying and being at Village-Rohinjan, within the Registration District of Raigad & Sub Registrar of Panvel, Tal.-Panvel, Dist.- Raigad, by virtue of diverse Development Agreements, per the details mentioned hereunder:

1) Survey/Hissa No.-114/9A

By virtue of a Development Agreement dated 06/09/2017, duly registered before the Joint Sub Registrar of Assurances at Panvel-4 under Receipt No.-13818, Document No. PVL4-10151-2017 on 06/09/2017, the owner of the aforesaid land i.e., SHRI KRUSHNA PARSHURAM PATIL along with the Confirming Party (1) SHRI SUNIL KRUSHNA PATIL (2) SHRI SATISH KRUSHNA PATIL (3) SHRI SUNIT KRUSHNA PATIL (4) SMT. SUNANDA RAMKRUSHNA PATIL & (5) SMT.

SUMAN KRUSHNA PATIL, granted and assigned the development rights of a land bearing Survey/Hissa No.-114/9A admeasuring 00-40-70 H.R.P. plus potkharaba 0-01-30 H.R.P., totaling to the area of 00-42-00 H.R.P. to and in favour of SHRI BHAVESH SHAH and handed over the vacant and peaceful possession of the said land to him;

2) Survey/Hissa No.- 112/1

By virtue of a Development Agreement dated 16/09/2021, duly registered before the Joint Sub Registrar of Assurances at Panvel-4 under Receipt No.-10812, Document No. PVL4-9972-2021 on 16/09/2021, the owner of the aforesaid land SHRI SHANKAR TRIMBAK PATIL, granted and assigned the development rights of the said land bearing Survey No.-112, Hissa No.-1, admeasuring 0-02-80 H.R.P. out of total area of 0-05-0 H.R.P., on the basis of area sharing ratio to and in favour of SHRI BHADRESH RAJESH SHAH and handed over the vacant and peaceful possession of the said land to him;

3) Survey/Hissa No.-115/6

By virtue of a Development Agreement dated 11/04/2022, duly registered before the Joint Sub Registrar of Assurances at Panvel-3 under Receipt No.-7498, Document No. PVL3-6786-2022 on 13/04/2022, the owners of the aforesaid land (1) SHRI BHUSHAN SADASHIV PATIL & (2) SHRI KALPESH SADASHIV PATIL granted and assigned the development rights of the said land bearing Survey/Hissa No.-115/6 on the basis of area sharing ratio to and in favour of M/S. TODAY GLOBAL HOMES, through its Partner SHRI BHADRESH RAJESH SHAH and handed over the vacant and peaceful possession of the said land to them;

4) Survey/Hissa No.-114/1A

By virtue of a Development Agreement dated 11/04/2022, duly registered before the Joint Sub Registrar of Assurances at Panvel-3 under Receipt No.-7504, Document No. PVL3-6792-2022 on 13/04/2022, the owner of the aforesaid land i.e. SHRI DHANAJI

BALARAM PATIL granted and assigned the development rights of the said land bearing Survey/Hissa No.-114/1A on the basis of area sharing ratio to and in favour of TODAY GLOBAL HOMES, through its Partner SHRI BHADRESH RAJESH SHAH and handed over the vacant and peaceful possession of the said land to them;

5) Survey/Hissa No.-113/2

By virtue of a Development Agreement dated 11/04/2022, duly registered before the Joint Sub Registrar of Assurances at Panvel-3 under Receipt No.-7500, Document No. PVL3-6788-2022 on 13/04/2022, the owner of the aforesaid land SHRI YOGESH YASHWANT PATIL granted and assigned the development rights of the said land bearing Survey/Hissa No.-113/2 on the basis of area sharing ratio to and in favour of TODAY GLOBAL HOMES, through its Partner SHRI BHADRESH RAJESH SHAH and handed over the vacant and peaceful possession of the said land to them;

And whereas by virtue of the above referred Sale Deed and Development Agreements, the Promoters are now fully seized and possessed of and/or otherwise well and sufficiently entitled to the aforesaid pieces and parcels of the land bearing (1) Survey No.-114, Hissa No.-10/11/B, admeasuring 0-16-40 H.R.P. (2) Survey No.-114, Hissa No.-9A, admeasuring 0-40-70 H.R.P. plus Potkharaba 0-01-30, totaling to 0-42-00 H.R.P. (3) Survey No.-112, Hissa No.-1, admeasuring 0-02-80 H.R.P. out of total area of 0-05-0 H.R.P., (4) Survey No.-115, Hissa No.-6, admeasuring 0-30-90 H.R.P. plus potkharaba 0-01-30 H.R.P. totaling to 0-32-20 H.R.P. (5) Survey No.-114, Hissa No.-1/A, admeasuring 0-56-10 H.R.P. plus potkharaba 0-06-10 H.R.P. totaling to 0-62-20 H.R.P. & (6) Survey No.-113, Hissa No.-2, admeasuring 0-04-50 H.R.P. aggregating to 1-60-10 H.R.P., equivalent to 16010 Sq. Mts., all situate, lying and being at Village-Rohinjan, within the Registration District of Raigad & Sub Registrar of Panvel, Tal.-Panvel, Dist.-Raigad, hereinafter referred to as "THE SAID PROPERTY/PLOTS OF LAND" and more particularly described in the "First schedule" hereunder written and are fully entitled to develop the said

plots by constructing the buildings thereon as per the plans approved by the concern authorities;

And whereas the Promoters have floated the ownership scheme on the said Land under the name and style of "**ANANDAM-II**" comprising of various buildings having residential units and other premises. Though the Promoters herein have right to develop the entire project land, the promoters have decided to carry out construction/development in phases and accordingly have identified/earmarked portion out of the project land as **Phase-I comprising 2 (Two) buildings i.e. Building No.-1 & Building No.-2 having A & B Wing, presently each being Ground plus 15 (Fifteen) upper floors with provisions for Ground plus 21 (Twenty First) upper floors** and more upper floors on the said buildings and is only subject matter of this agreement, hereinafter referred as "**Said Project**" more particularly described in the Schedule hereunder written and in the Phase-II the Promoters have proposed to construct Building No.-3 as well as the additional floors on the aforesaid Building No.-1 & 2 by utilizing the balance FSI (Floor Space Index), additional Premium paid FSI, TDR (Transfer of Development Rights) premium, Staircase premium, road width additional FSI as per the rules and regulations of the competent authority. It is clearly understood that in case the Promoters are unable to use the entire FSI on the aforesaid building project, the promoters are permitted to sell and transfer the TDR to any person/persons as per their wish;

And whereas the Promoters have presently got the plan sanctioned and approved for construction of the residential buildings on the said property consisting of 2 (Two) buildings bearing Building No.-1 & 2 having Ground plus 15 (Fifteen) upper floors vide amended **Commencement Certificate bearing reference number PMC/TP/Rohinjan/112/1 & others/21-22/16278/1839/2022, dated 28/06/2022** and obtained Development Permission for the same, issued by the Assistant Director of Town Planning, Panvel Municipal Corporation, Panvel, Dist.-Raigad. The Building No.-1 has no wing and the Building No.-2 is comprising A & B wing.

And whereas the Allottee(s) is/are aware that development of the said property shall be completed over a lengthy period of time and that although the building in which the Flat/Other premises hereby agreed to be allotted may be completed and the Promoters may permit the Allottee(s) to use the Flat/Other premises. However, only on completion of the entire work of development of the said property and construction of all the buildings in the layout, the Promoters shall take steps to obtain conveyance of the said property in favour of a Co-operative Society or federation of the co-op societies and/or any other corporate body to be formed of the Allottee(s). This Agreement is entered into by the Allottee(s) on a specific understanding and agreement that the Allottee(s) shall not insist upon the Deed of Conveyance in respect of the said property being executed until the development of the entire property is completed;

And whereas the Promoters declare that the above referred agreements permissions and sanctions are still valid, subsisting and completely in force;

And whereas the Promoters are entitled and enjoined upon to construct the residential buildings on the project land in accordance with the recitals hereinabove as per the plans sanctioned and the development permission granted by the competent authorities including such additions, modifications, revisions, alterations therein, if any, from time to time as may be approved by the Planning Authorities. The copy of the Development Permission/ Commencement Certificate is annexed herewith and marked as "**Annexure-A**";

And whereas the Allottee(s) is/are offered a Flat and/or other premises No._____ on _____ Floor in Building No._____ in _____ Wing (hereinafter referred to as "the said Flat") of the buildings' project to be known as "ANANDAM-II" (hereinafter referred to as "the said Building") being constructed of the said project, by the Promoters;

And whereas the Promoters have entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

And whereas the Promoters have appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoters accept the professional supervision of the Architect and the structural Engineer till the completion of the building(s);

And whereas by virtue of the aforesaid Agreements, the Promoters have sole and exclusive right to sell the Flats and Other Units in the proposed building(s) to be constructed by the promoters on the project land and to enter into Agreement(s) with the Allottee(s) of the said Flats and Other Units therein and to receive the sale price in respect thereof;

And whereas on demand from the allottee(s), the Promoters have given inspection to the Allottee(s) of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects M/S. AN ARCH ARCHITECTS AND PLANNER, 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 there under.

And whereas the authenticated copy of Certificate of Title issued by the advocate of the Promoters and authenticated copy of 7/12 showing the nature of the title of the Promoters to the project land on which the Flats are to be constructed have been annexed hereto and marked as "**Annexure-B & C**" respectively;

And whereas the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as "**Annexure-D**";

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 marked as "**Annexure-E**";

And whereas the authenticated copies of the plans and specifications of the Flat agreed to be purchased by the Allottee(s), as sanctioned and approved by the local authority have been annexed and marked as "**Annexure-F**";

And whereas the list of amenities has been specified in the third schedule mentioned hereunder in this agreement;

And whereas the Promoters have got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building(s) and shall obtain the balance approval 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 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 authority;

And whereas in pursuance to the sanctioned plans and permissions, the Promoters have commenced the construction work of 1st Phase of the buildings' project on the said plots of land;

And whereas the Allottee(s) have applied to the Promoters for allotment of a Flat and/or other units bearing number _____ on the _____ Floor in Building No.- _____ of _____ Wing of the proposed buildings' project to be known as "**ANANDAM-II**" being constructed on the said Project;

And whereas the carpet area of the said Flat is _____ Sq. Mts. and "Carpet Area" means the net usable floor area of Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony area appurtenant to the said Flat for exclusive use of the Allottee(s) or verandah area, exclusive Cupboard area appurtenant to the said Flat for exclusive use of the Allottee(s) and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee(s), but includes the area covered by the internal partition walls of the Flat;

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 hereafter;

And whereas **prior to the execution of these presents, the Allottee(s) has/have paid to the Promoters a sum of Rs._____ (Rupees**

Only) being part payment of the Sale
Consideration of the Flat agreed to be sold by the Promoters to the Allottee(s) as advance payment or application fee (the payment and receipt whereof the Promoters doth hereby admit and acknowledge) and the Allottee(s) has/have agree(s) to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing;

And whereas the Promoters have registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Mumbai under No._____, the authenticated copy of the Certificate is annexed herewith as "**Annexure-G**";
And whereas under Section 13 of the said Act the Promoters are required to execute a written Agreement for sale of said Flat with the Allottee(s), being in fact these presents and also to register said Agreement under the Registration Act, 1908;

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agree to sell and the Allottee(s) hereby agree(s) to purchase the said Flat.

Now therefore this agreement witnesseth and it is hereby agreed by and between the parties hereto as follows:

- 1) The recitals contained above form an integral part of the agreement as if the same were set out and incorporated in the operative part.
- 2) The Promoters shall construct the Phase-I of the said buildings' project comprising 2 (Two) buildings bearing No.-1 & 2, presently each being Ground plus 15 (Fifteen) upper floors with provisions for addition upto 21 (Twenty One) or more upper floors on the portion of the project land in accordance with the plans, designs and specifications approved by the concerned authority and which have been seen and approved by the Allottee(s) with only such variations and modifications as the Promoters may consider necessary or as may be required by the concerned authority/Government to be made in any of the Premises, provided that the Promoters shall have to obtain prior consent in writing of the Allottee(s) in respect of such variations or modifications which may adversely affect the Flat of the Allottee(s) except any alteration or addition required by Government authorities or due to change in law. In the Phase-II, the Promoters have proposed to construct Building No.-3 as well as the additional floors on the aforesaid Building No.-1 & 2 by utilizing the balance FSI (Floor Space Index), additional Premium paid FSI, TDR (Transfer of Development Rights) premium, Staircase premium, road width additional FSI as per the rules and regulations of the competent authority;
- 3(a) The Allottee(s) hereby agree(s) to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee(s) the said Flat bearing number _____, admeasuring _____ Sq. Mts. carpet

area on the _____ Floor of Building No.- _____ in _____ Wing to be known as _____ in the proposed buildings' project to be known as "ANANDAM-II", hereinafter referred to as "THE SAID FLAT" as shown on the floor plan thereof hereto annexed and marked as "**Annexure-F**" and more particularly described in the Third Schedule hereunder written for a lump sum price of Rs._____ (Rupees

_____ Only) being and inclusive the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the "**Second Schedule**" written hereunder. In addition to the above, without any further monetary consideration, the Allottee(s) is/are entitle to enclosed balcony of _____ Sq. Mts., open balcony of _____ Sq. Mts., the ancillary area (the additional area) for his/her/ their exclusive use.

3(b) The Allottee(s) hereby agree(s) to purchase from the promoters and the Promoters hereby agree to sell to the Allottee(s) covered car parking space i.e. NIL/One being constructed in the layout for the consideration of Rs._____ (Rupees _____ Only) and the same shall be allotted to the allottee(s) at the time of handing over of the possession. The total aggregate consideration amount for the Flat including covered parking spaces is thus Rs._____ (Rupees _____ Only). As mutually discussed and agreed between the promoters and the purchase/s, the said total consideration shall be paid by the purchaser/s to the promoters as per the payment schedule hereunder written (time being essence of the contract). The above consideration 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.

4) The Allottee(s) has/have paid on or before execution of this Agreement a sum of Rs. _____ (Rupees _____ Only) as advance payment and hereby agree(s) to pay to the Promoters the balance amount of Rs. _____ (Rupees _____ Only) in the following manner:

| Sr. No. | Particulars | Percent | Amount in Rs. |
|---------|--|---------|---------------|
| 1. | EMD at the time of booking | 10% | |
| 2. | Upon execution of Agreement | 20% | |
| 3. | Completion of Plinth | 15% | |
| 4. | On completion of 1 st Slab | 3% | |
| 5. | On completion of 3 rd Slab | 2% | |
| 6. | On completion of 5 th Slab | 2% | |
| 7. | On completion of 7 th Slab | 2% | |
| 8. | On completion of 9 th Slab | 2% | |
| 9. | On completion of 11 th Slab | 2% | |
| 10. | On completion of 13 th Slab | 2% | |
| 11. | On completion of 14 th Slab | 2% | |
| 12. | On completion of 16 th Slab | 2% | |
| 13. | On completion of 18 th Slab | 2% | |
| 14. | On completion of 20 th Slab | 2% | |
| 15. | On completion of 22 nd Slab | 2% | |
| 16. | On completion of walls, internal plaster, floorings, doors & windows | 5% | |
| 17. | On completion of sanitary fittings, staircases, lift wells & lobbies | 5% | |

| | | | |
|-----|--|-------------|--|
| 18. | On completion of external plumbing, external plaster, elevation & terraces | 5% | |
| 19. | On completion of lifts, water pumps, electrical fittings, paving etc. | 10% | |
| 20. | On Possession upon receipt of the Occupancy Certificate | 5% | |
| | Total | 100% | |

Subject to the terms of the Agreement and the Promoters abiding by the construction milestones, the Allottee(s) shall make all payments, on demand by the Promoters, within the stipulated time as mentioned in the payment schedule through account payee cheque/demand draft or online payment in favour of "TODAY GLOBAL HOMES". The Allottee shall deduct tax at source on the payment made at the prevalent rate, if applicable and furnish a TDS certificate to Promoters within 30 (Thirty) days of such deduction is made.

- 5) The Total Purchase Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the Flat.
- 6) 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 undertake and agree that while raising a demand on the Allottee(s) for increase in development charges, cost, or levies imposed by the competent authorities, they 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), which shall only be applicable on subsequent payments. The Promoters may charge the Allottee(s) separately for any upgradation/changes specifically requested or approved by the allottee(s) in fitting, fixtures and specifications and any other facility which have been done on the allottee(s)' request or approval but which have not been agreed upon herein or as shown in the website of the registered authority.

- 7) The Promoters may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee(s) by discounting such early payments at the rate of 6% (Six Percent) per annum for the period by which the respective instalment has been prepaid. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoters.
- 8) The Promoters shall confirm the final carpet area that has been allotted to the Allottee(s) after the construction of the buildings 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 3% (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) within 45 (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). If there is any increase in the carpet area allotted to Allottee(s), the Promoters shall demand an additional amount from the Allottee(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 No.-2 of this Agreement.
- 9) The Allottee(s) authorize(s) 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 Allottee(s) undertake(s) not to object/demand/direct the Promoters to adjust his/her/their payments in any manner.

- 10) The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the Flat to the Allottee(s), obtain from the concerned local authority Occupation and/or Completion Certificate in respect of the said Flat.
- 11) Time is essence for the Promoters as well as the Allottee(s). The Promoters shall abide by the time schedule for completing the project and handing over the Flat to the Allottee(s) and the common areas to the association of the allottees after receiving the Occupancy Certificate or the completion certificate or both, as the case may be. Similarly, the Allottee(s) shall make timely payments of the instalment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promotes as provided in Clause No.-4 herein above. ("Payment Plan").
- 12) The Promoters hereby declare that the basic **FSI (Floor Space Index)** available as on date in respect of the project land is **17405.627 Sq. Mts. only**. The Promoters have disclosed the basic FSI of 1.1 (One point One) plus premium paid FSI and ancillary FSI as proposed to be utilized by them on the project land in the said Project subject to increase as per the rules and regulations of the concerned authority and Allottee(s) have agreed to purchase the said Flat based on the proposed construction and sale of Flat 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.

- 13) If the Promoters fail to abide by the time schedule for completing the project and handing over the Flat to the Allottee(s), they agree to pay to the Allottee(s) who do/does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee(s) for every month of delay, till the handing over of the possession. The Allottee(s) agree(s) to pay to the Promoters, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee(s) to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoters.
- 14) Without prejudice to the right of Promoters to charge interest in terms of Clause No.-13 above, on the Allottee(s) committing default in payment on due date of any amount due and payable by the Allottee(s) to the Promoters under this Agreement (including his/her/ them proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee(s) committing 3 (Three) defaults of payment of instalments, the Promoters shall at their own option, may terminate this Agreement:
 - a) Provided that, Promoters shall give notice of 15 (Fifteen) days in writing to the Allottee(s) by Registered Post Acknowledgement Due at the address provided by the Allottee(s) and mail at the e-mail address provided by the Allottee(s) of his/her/their intention to terminate this Agreement and of the specific breach(s) of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee(s) fail(s) to rectify the breach(s) 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.
 - b) Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee(s), after deducting 20% (Twenty Percent) of the total Agreement value, of the Premises and the total interest payable due to delayed payments of the previous

instalments till the date of cancellation by the Promoters to the Allottee(s) as agreed liquidated damages within a period of 30 (Thirty) days of the termination, the instalments of sale consideration of the Flat which may till then have been paid by the Allottee(s) to the Promoters.

- 15) The fixture and fittings and amenities to be provided by the Promoters in the Flat and the said building are those that are set out in the "**Third Schedule**" mentioned hereunder.
- 16) The Promoter shall give possession of the Flat to the Allottee(s) on or before **31/12/2027**. If the Promoter fails or neglects to give possession of the Flat to the Allottee(s) on account of reasons beyond his control and of his agents by the aforesaid date, then the Promoter shall be liable on demand, to refund to the Allottee(s) the amounts already received by him in respect of the said Flat with interest at the same rate as may be mentioned in the Clause No.-14 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

- 17) **The Promoters herein are developing the said property in phases having common amenities the construction/development of the said common amenities will be completed in due course only after completion of construction of all the project phases on the entire land. The Promoters assure to**

handover the possession of the said common amenities on or before conveyance of the buildings in favour of the society or federation of the society. The Allottee(s) herein agree(s) and convey(s) that he/she/ they shall not be entitled to refuse to take the possession of the said Flat on the ground of non completion of aforesaid common amenities.

- 18) The Promoters, upon obtaining the occupancy certificate from the local/competent/planning authority shall offer in writing to the Allottee(s) intimating that the said Flat is ready for use and occupation. The Allottee(s) herein shall inspect the said Flat in all respects to confirm that the same is in accordance with the terms and conditions of this agreement, complete the payment of consideration/total price and dues to the Promoters as per terms and conditions of this agreement and take the possession of the said Flat within 15 (Fifteen) days from the date of written intimation issued by the Promoters to the allottee(s) herein. The Promoters agree and undertake to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee(s) agree(s) to pay the maintenance charges as determined by the Promoters/association of the Allottees, as the case may be.
- 19) Upon receiving a written intimation from the Promoters as per clause mentioned hereinabove, the Allottee(s) shall take the possession of the Flat from the Promoters by executing necessary indemnities, undertakings and such other documents as prescribed in this agreement and the Promoters shall give possession of the Flat to the allottee(s). In case the Allottee(s) fail(s) or commit(s) any delay in taking possession of the said Flat within the time provided, then such Allottee(s) shall be liable for payment of maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoing in respect of the said Flat and the Promoters shall not be liable for the maintenance, wear and tear of the said Flat.

- 20) **After obtaining the Occupancy Certificate and handing over physical possession of the said Flat to the Allottee(s), it shall be the responsibility of the Promoters to handover the necessary documents and plans, including common areas, to the association of the allottee(s) or the competent authority, as the case may be as per the local laws.**
- 21) The Allottee(s) shall use the Flat or any part thereof or permit the same to be used only for purpose of residence. He/she/they shall use the parking space only for purpose of keeping or parking his/her/ their own vehicle.
- 22) **Considering the Promoters herein is carrying on the construction/ development on the said land in phases as aforesaid and further to have the maintenance of building and common facilities more conveniently, there will be 1 (One) or more association of allottees/co-operative societies and/or Apex Society and/or limited company or any other such organization as may be formed by prevailing local laws as may be applicable to the said project, which the Promoters shall decide as suitable for the Flat holders in the said project, which is under construction on the said land.**
- 23) The Allottee(s) along with other Allottees of Flats in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited 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 7 (Seven) days of the same being forwarded by the Promoters to the Allottees, so as to enable the Promoters to register the common organisation of Allottees. No

objection shall be taken by the Allottee(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.

- 24) The Promoters shall, within 3 (Three) months of registration of the society or association or limited company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Promoters in the said structure of the Building in which the said FLAT/SHOP is situated.
- 25) The Promoters shall, within 3 (Three) months of registration of the Society or Limited Company, as aforesaid, cause to be transferred to the Society, company all the right, title and the interest of the Promoters in the project land on which the buildings are constructed.
- 26) Within 15 (Fifteen) days after notice in writing is given by the Promoters to the Allottee(s) that the Flat is ready for use and occupancy, the Allottee(s) shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the project land and Building(s) namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and buildings. Until the Society or Limited Company is formed and the said structure of the building(s) or wings is transferred to it, the Allottee(s) shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottee(s) further agree(s) that till the allottee(s)' share is so determined, he/she/they shall pay to the Promoters provisional monthly contribution as may be determined towards the outgoings. The amounts so paid by the Allottee(s) to the Promoters

shall not carry any interest and remain with the Promoters until a conveyance of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Society or the Limited Company, as the case may be.

- 27) At the time of registration of conveyance of the structure of the building, the Allottee(s) shall pay to the Promoters, his/her/their share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of the said Building/wing of the building. At the time of registration of conveyance of the project land, the Allottee(s) shall pay to the Promoters, his/her/their share of stamp duty and registration charges payable, by the said Society or Limited company on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Society or limited company.

- 28) The Promoters/Owners hereby represent and warrant to the Allottee(s) as follows:
 - a) The Promoters/Owners have clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and have the requisite rights to carry out development upon the project land and also have actual, physical and legal possession of the project land for the implementation of the Project;

 - b) The Promoters/Owners have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

 - c) There are no encumbrances upon the project land or the Project;

- d) There are no litigations pending before any Court of law with respect to the project land or Project;
- e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- f) 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 Allottee(s) created herein, may prejudicially be affected;
- g) 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 project land, including the Project and the said Flat which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- h) The Promoters confirm that they are not restricted in any manner whatsoever from selling the said Flat to the Allottee(s) in the manner contemplated in this Agreement;
- i) The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

- j) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoters in respect of the project land and/or the Project.
- k) If within a period of 5 (Five) years from the date of handing over the FLAT to the Allottee(s), the Allottee(s) brings to the notice of the Promoters any structural defect in the FLAT or the building in which the FLAT 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 its own cost and in case it is not possible to rectify such defects, then the Allottee(s) shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act. Provided however, that the allottee(s) shall not carry out any alterations of the whatsoever nature in the said FLAT and in specific the structure of the said unit of the said building which shall include but not limit to columns, beams etc or in fittings therein, in particular it is hereby agreed that the allottee(s) shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water, if any of such works are carried out without the written consent of the promoters the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect(s) caused on account of wilful neglect on the part of the promoters, and shall not mean defect(s) caused by normal wear and tear and by negligent use of Flat by the occupants, vagaries of nature etc. That it shall be the responsibility of the allottee(s) to maintain his/her/their unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his/her/their FLAT is regularly filled with white cement/epoxy to prevent water seepage. Further, where the manufacturer warranty as shown by the Promoters to the allottee(s) ends before the defects liability period and such warranties are

covered under the maintenance of the said unit/building. And if the annual maintenance contracts are not renewed by the allottee(s) the Promoters shall not be responsible for any defects occurring due to the same. That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment's, fixtures sustainable and in proper working condition to continue warranty in both the FLAT and the common project amenities wherever applicable. That the allottee(s) has/have been made aware and that the allottee(s) expressly agree(s) that the regular wear and tear of unit/building includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20° c and which do not amount to structure defects and hence cannot be attributed to either bad workmanships or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee(s), it shall be necessary to appoint an expert who shall be a nominated surveyor who shall then submit a report to state the defects in materials used, in the structure built of the unit and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

29) The Allottee(s) for himself/herself/themselves with intention to bind himself/herself/themselves and all persons into whomsoever hand the said Flat may come, doth hereby covenant with the Promoters as follows:

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

- b) Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Allottee(s) in this behalf, the Allottee(s) shall be liable for the consequences of the breach.
- c) To carry out at his/her/their own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoters to the Allottee(s) and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee(s) committing any act in contravention of the above provision, the Allottee(s) shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d) Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat 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 Flat without prior written permission of the Promoters or the Society or the Limited Company.

- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the Flat is situated.
- g) Pay to the Promoters within fifteen days of demand by the Promoters, their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.
- h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Allottee(s) for any purposes other than for purpose for which it is sold.
- i) The Allottee(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 Flat until all the dues payable by the Allottee(s) to the Promoters under this Agreement are fully paid up.
- j) The Allottee(s) shall observe and perform all the rules and regulations which the Society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats 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) shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

- k) Till a conveyance of the structure of the building in which Flat is situated is executed in favour of Society/Limited Society, the Allottee(s) shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- l) Till a Conveyance of the project land on which the building in which the flat is situated is executed in favour of society/federation, the allottees shall permit the promoter and their surveyors and agents with or without workman and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

30) The Promoters shall maintain separate account in respect of the sums received by the promoters from the Allottee(s) as advance or deposit, sums received on account of the share capital for the promotion of the co-operative society or limited company or any other legal body to be formed or towards the outgoings, legal charges and shall utilise the amounts only for the purpose for which they have been received.

31) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise and/or assignment in law of the said Flat or the said building or any part thereof. The Allottee(s) shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies,

staircases, terraces, recreational spaces will remain the property of the Promoters until the said structure of the building is transferred to the society/limited company or other legal body as hereinbefore mentioned.

- 32) Any delay or indulgence by the Promoters in enforcing the terms of this Agreement or forbearance on their part or giving extensions of time by the Promoters to the Allottee(s) for payment of purchase price in installments or otherwise shall not be construed as a waiver on the part of the Promoters of any breach of this Agreement by the Allottee(s) nor shall the same in any manner prejudice the rights of the Promoters.
- 33) The Promoters shall in respect of any amount unpaid by the Allottee(s) under this Agreement, have a first lien and/or charge on the said Premises agreed to be acquired by the Allottee(s).
- 34) It is expressly agreed and confirmed by the Allottee(s) that the terraces which are attached to the respective Flat will be in exclusive possession of the said Allottee(s) of the said Flat and other Allottee(s) will not in any manner object to the Promoters selling the Flat with an attached terrace with exclusive rights of the said Allottee(s) to use the said terraces.
- 35) The Allottee(s) hereby agree(s) to pay to the Promoters the Stamp Duty and Registration Charges pertaining to this Agreement.
- 36) The Allottee(s) shall at no time demand partition of his/her/their interest of their premises in the building. It is being hereby agreed and declared by the parties that the interest in the said building is imitable and it is agreed by the Allottee(s) that the Promoters shall not be liable to

execute any document for that purpose in respect of the said premises in favour of the Allottee(s).

- 37) The Allottee(s) and the persons to whom the said Flat is permitted to be transferred with the written consent of the Promoters, shall observe and perform byelaws and/or the rules and regulations of the co-operative society or other organization, as and when registered and the additions, alterations or amendments thereof and shall also observe and carry out the building rules and regulations and the bye-laws of the competent authority. The Allottee(s) and persons to whom the said Flat is allowed to be transferred shall observe and perform all the stipulations and conditions laid down by such co-operative society or other organization, regarding the occupation and use of the said Flat and the said property and shall pay and contribute regularly and punctually towards rates, cess, taxes and/or expenses and all other outgoings.
- 38) Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between parties hereto that, the promoters herein have decided to have the name of the project "ANANDAM-II" and buildings will be denoted by numbers in numerical as per sanction plan or as decided by the Promoters herein on a building and at the entrances of the scheme. The allottees in the said project/building(s) or proposed organization are not entitled to change the aforesaid project name and remove or alter promoter's name board in any circumstances. The name of the co-operative society or limited company or other legal body to be formed, may bear the same name. The name of the building however shall not be changed under any circumstances. This condition is essential condition of this agreement.

- 39) After the Promoters execute this Agreement for sale, they shall not mortgage or create a charge on the Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has\have taken or agreed to take such Flat.

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

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

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

- 43) 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 Allottee(s) of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.
- 44) If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
- 45) Wherever in this Agreement it is stipulated that the Allottee(s) has/ have to make any payment, in common with other Allottees in Project, the same shall be in proportion to the carpet area of the Flat to the total carpet area of all Flats in the Project.
- 46) Both the 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.
- 47) The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee(s), in Panvel after the

Agreement is duly executed by the Allottee(s) and the Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence, this Agreement shall be deemed to have been executed at Panvel, Raigad.

- 48) The Allottee(s) and/or Promoters shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.
- 49) That all notices to be served on the Allottee(s) and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Promoters by Registered Post Acknowledgement Due and notified Email ID at their respective addresses specified below:

PROMOTERS:

M/S. TODAY GLOBAL HOMES

Notified Email ID:

ALLOTTEE(S):

Notified Email ID:

It shall be the duty of the Allottee(s) and the Promoters to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which

all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee(s), as the case may be.

- 50) That in case there are Joint Allottees, all communications shall be sent by the Promoters to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee(s).
- 51) Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.
- 52) That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts at Panvel will have the jurisdiction for this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO

Description of the Lands/Property

All those pieces and parcels of land bearing (1) Survey No.-114, Hissa No.-10/11/B, admeasuring 0-16-40 H.R.P. (2) Survey No.-114, Hissa No.-9A, admeasuring 0-40-70 H.R.P. plus Potkharaba 0-01-30, totaling to 0-42-00 H.R.P. (3) Survey No.-112, Hissa No.-1, admeasuring 0-02-80 H.R.P. out of total area of 0-05-0 H.R.P., (4) Survey No.-115, Hissa No.-6, admeasuring 0-30-90 H.R.P. plus potkharaba 0-01-30 H.R.P. totaling to 0-32-20 H.R.P. (5) Survey No.-114, Hissa No.-1/A, admeasuring 0-56-10 H.R.P. plus potkharaba 0-06-10 H.R.P. totaling to 0-62-20 H.R.P. & (6) Survey No.-113, Hissa No.-2, admeasuring 0-04-50 H.R.P, aggregating to 1-60-10 H.R.P., equivalent to 16010 Sq. Mts., all situate, lying and being at Village-Rohinjan, within the Registration District of Raigad & Sub Registrar of Panvel, Tal.-Panvel, Dist.- Raigad.

THE SECOND SCHEDULE ABOVE REFERRED TO

Description of the Flats

All that residential premises bearing Flat number _____, admeasuring _____ Sq. Mts. carpet area on the _____ Floor of Building No.- _____ in _____ wing to be known as _____ in the proposed buildings' project known as "ANANDAM-II" being constructed on Survey/Hissa Nos. 112/1, 113/2, 114/1A, 114/9A, 114/10/11/B & 115/6, all situated at Village-Rohinjan, within the Registration District of Raigad & Sub Registrar of Panvel, Tal.-Panvel, Dist.-Raigad.

THE THIRD SCHEDULE ABOVE REFERRED TO

AMENITIES

GENERAL AMENITIES

- RCC Frame structure with 6" external wall & 4" internal wall brickwork.
- 32 X 32 Inch Vitrified tiles flooring in all rooms.
- Marble/Granite Kitchen platform with Stainless Steel Sink & designer glazed tiles up to 3 feet height.
- Telephone, T.V, A/C. point in living & Bedroom.
- Concealed copper wiring with adequate electric points in all rooms with door bell.
- Designer Glazed tiles in toilets & bathrooms.
- Concealed plumbing in toilets with good quality C.P Fitting.
- Marble/Granite frame with akelite door shutter for toilets & bathrooms.
- All other door shutters flush type with laminated decorative sheet and good quality fixtures & fittings.
- Aluminum powder coated sliding windows, with marble/Granite sills.
- Internal distemper paint on wall putty finish wall & ceiling and external Acrylic paint.
- Decorative entrance Lobby.
- Attractive Elevation.
- Lifts of reputed make.
- Entire building protected with fire fighting system.
- Provision of Power Backup supply.

**In witness whereof the parties hereto have executed this
Agreement on the day, month and year first above written.**

SIGNED, SEALED & DELIVERED)
BY THE WITHINNAMED BUILDERS)
M/S. TODAY GLOBAL HOMES)
P.A.N. _____)
REPRESENTED BY ITS PARTNER)
_____)

IN THE PRESENCE OF

1) _____)
2) _____)

SIGNED, SEALED & DELIVERED BY)
THE WITHINNAMED PURCHASERS)
1) _____)
P.A.N.-_____)
2) _____)
P.A.N.-_____)

IN THE PRESENCE OF

1) _____)
2) _____)

R E C E I P T

Received of and from the withinnamed Purchaser(s) the day and the year first herein above written the sum of Rs. _____ (Rupees _____

Only) being part/full payment of the consideration amount against the sale of Flat bearing number _____, admeasuring _____ Sq. Mts. carpet area on the _____ Floor of Building No.-_____ in _____ wing to be known as _____ in the proposed buildings' project to be known as "ANANDAM-II" being constructed on Survey/Hissa Nos. 112/1, 113/2, 114/1A, 114/9A, 114/10/11/B & 115/6, all situated at Village-Rohinjan, within the Registration District of Raigad & Sub Registrar of Panvel, Tal.-Panvel, Dist.-Raigad paid by him/her/them to us as per the details mentioned below:

| Date | Cheque/ D.D. No. | Drawn on (Bank & Branch) | Amount Rs. |
|---|---------------------|-----------------------------|---------------|
| | | | |
| Total Rupees _____ _____ Only). | | | |

We say received

For M/S. TODAY GLOBAL HOMES

(Partner)

WITNESS:

- 1) _____)
- 2) _____)