



Village	Chikanghar
Flat/Shop No.	
Area	_____ Sq. Meter Carpet + _____ Sq. Meters Balcony + _____ Sq. Meters OT
Market Value	Rs.
Actual Value	Rs.
Stamp Duty	Rs

AGREEMENT FOR SALE

ARTICLES OF THIS AGREEMENT made at KALYAN on this
_____ Day of _____ 20____

BETWEEN

1) **M/S. PHOENIX REALTY**, a registered partnership firm, having its office at A-1, Office No. 11, First Floor, Sai Gaurav, Sai Chawk, Khadakpada, Kalyan (West), Tal. Kalyan, Dist. Thane, and assessed to Income Tax under Permanent Account Number (PAN: AAZFP9068N) through its Partner **MR. SUNIL PANDURANG MHATRE**, age 39 year,

2) **M/S. PHOENIX INFRA**, a registered partnership firm, having its office at A-1, Office No. 11, First Floor, Sai Gaurav, Sai Chawk, Khadakpada, Kalyan (West), Tal. Kalyan, Dist. Thane, and assessed to Income Tax under Permanent Account Number (PAN: AAYFP3991R) through its Partner **MR. SUNIL PANDURANG MHATRE**, age 39 year,

hereinafter collectively referred to as "**PROMOTER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors-in-interests and assigns) being the party of the **ONE PART**;

AND

1) **MR./MRS.** _____ Age _____
years, Occ. _____, PAN: _____, R/at _____

2) **MR./MRS.** _____ Age _____

years, Occ. _____, PAN: _____, R/at _____
Building no. A-1, Commercial wing, Office no. 11, first floor sai gaurav, Sai chowk khadakpada,
Nr. krish wines, kalyan west 421301

hereinafter called and referred to as the **ALLOTTEE'S/PURCHASER'S**
(which expression shall unless it be repugnant to the context or meaning thereof
mean and include his/her/their heirs, executors, administrators and assigns)
being the **PARTY OF THE OTHER PART**.

WHEREAS Mhalasa Co. Op. Housing Society Ltd. is the owner and well and sufficiently entitled for all that piece and parcel of land laying, being situate at village Chikanghar, Tal. Kalyan, Dist. Thane, bearing Survey No. 97, Hissa No. 1/A (Old 1part), area admeasuring 360 sq. Meters within the limits of the Kalyan Dombivali Municipal Corporation hereinafter called and referred as to the **"Property No. 1"** for the sake of brevity more particularly described in the **"FIRST SCHEDULE"** hereunder written, That the promoter no. 2 M/s. Phoenix Infra obtained developments rights in respect of said property no. 1.

AND WHEREAS Gulab Co. Op. Housing Society Ltd. is the owner and well and sufficiently entitled for all that piece and parcel of land laying, being situate at village Chikanghar, Tal. Kalyan, Dist. Thane, bearing Survey no. 97, Hissa No. 3/A/4 (Old 3part), area admeasuring 810 Sq. Meter within the limits of the Kalyan Dombivali Municipal Corporation hereinafter called and referred as to the **"Property No. 2"** for the sake of brevity more particularly described in the **"FIRST SCHEDULE"** hereunder written, That the promoter no. 2 M/s. Phoenix Infra obtained developments rights in respect of said property no. 2.

AND WHEREAS Parsn Villa Co. Op. Housing Society Ltd. is the owner and well and sufficiently entitled for all that piece and parcel of land laying, being situate at village Chikanghar, Tal. Kalyan, Dist. Thane, bearing Survey no. 97, Hissa No. 6/A (Old 6part, Plot No. 7), area admeasuring 201 Sq. Meter and Survey no. 97, Hissa No. 1/A/1 (Old 1part, Plot No. 2), area admeasuring 754 Sq. Meter within the limits of the Kalyan Dombivali Municipal Corporation hereinafter called and referred as to the **"Property No. 3"** for the sake of brevity more particularly described in the **"FIRST SCHEDULE"** hereunder written, That the promoter no. 1 M/s. Phoenix Realty obtained developments rights in respect of said property no. 3.

Property no. 1 :-

It appears from the revenue records in respect of the said Property No. 1 that Bharat Narayan Bhoir, Harishchandra Narayan Bhoir, Anubai Narayan Bhoir, Manjubai Narayan Bhoir, Matubai Balkrishna Mhatre and Rakhmabai Janardhan Kene was the original owners of the said land.

That the owners of the said Land, 1) Bharat Narayan Bhoir for self, H.U.F. Karta pudhari & Natural Guardian for Minor Anubai Narayan, 2) Harishchandra Narayan Bhoir, Manjulabai Narayan Bhoir executed an Agreement for Sale in favour of Govind Bhimaji Ranaware and Sambhaji Bhimaji Ranaware on 18/06/1976 for consideration mentioned therein, which is registered at the office of Sub Registrar Kalyan -1, at Registration No. 583, on 18/06/1976, Wherein Bharat Narayan Bhoir and others are the Vendors/Owners and Govind Bhimaji Ranaware and Sambhaji Bhimaji Ranaware are the Purchasers for the Survey No. 97/1pt, Plot No. 1, area admeasuring about 319.35 Sq. Meters = 382 Sq. Yards as per search report.

The owners of the said land Bharat Narayan Bhoir for self & Power of attorney holder Harishchandra Narayan Bhoir, Anubai Narayan Bhoir, Manjulabai Narayan Bhoir, Matubai Balkrishna Mhatre and Rakhmabai Janardhan Kene executed a Sale deed/Conveyance Deed in favour of Govind Bhimaji Ranaware and Sambhaji Bhimaji Ranaware on 03/01/1981, which is registered at the office of Sub Registrar Kalyan -1, at Registration No. 14, on 27/04/1981, Wherein Bharat Narayan Bhoir and others are the Vendors/Owners and Govind Bhimaji Ranaware and Sambhaji Bhimaji Ranaware are the Purchasers for the Survey No. 97/1, Plot No. 1, area admeasuring about 392.98 Sq. Meters = 470 Sq. Yards. Thereafter name of

For PHOENIX REALTY


Partner

Govind Bhimaji Ranaware and Sambhaji Bhimaji Ranaware mutated in revenue records and on 7/12 extract of the said Property No. 1, vide mutation entry no. 2695, as per search report and mutation entry no. 2695.

Thereafter said land is developed by Lohar Construction by obtaining development rights from land owner and necessary approval from Kalyan Municipal Corporation. That the flat/shop purchasers on taking possession of the said flat/shop in the building have formed and registered a Co-operative Housing Society under the names and style Mhalsa Co-Operative Housing Society Ltd. under number TNA/KLN/HSG/(TC)/3116/88-89 DATED 13/04/1989.

The owners of the said land Govind Bhimaji Ranaware and Sambhaji Bhimaji Ranaware executed a Sale deed/Conveyance Deed in favour of Mhalsa C.H.S. Ltd. Through its 1) Chairman - Sudhirkumar K. Shrivastava, 2) Secretary - Govind Bhimaji Ranaware, 3) Ramnath V. Puranik on 12/04/1991, which is registered at the office of Sub Registrar Kalyan -1, at Registration No. 3259, on 16/07/1991, Wherein Govind Bhimaji Ranaware and Sambhaji Bhimaji Ranaware are the Vendors/Owners & M/s. Lohar Construction through its partners Sanjay Govind Ranaware & others are the confirming party and Mhalsa C.H.S. Ltd. Through its chairman Sudhirkumar K. Shrivastava and others are the Purchasers for the Survey No. 97/1, Plot No. 1, area admeasuring about 392.98 Sq. Meters = 470 Sq. Yards. Thereafter name of Mhalsa C.H.S. Ltd. mutated in revenue records and on 7/12 extract of the said land, vide mutation entry no. 5124.

That the owners of the said Plot Mhalsa C.H.S. Ltd. Through its 1) Chairman - Prasad Madhukar Patankar, 2) Secretary - Sambhaji Bhimaji Ranaware, 3) Treasurer - Nagraj Ramnath Puranik executed a Development Agreement for redevelopment of the said building in favour of Phoenix Infra, Partnership Firm, Through its Partner, Anil S. Koli, Paresh Gajanan Mhatre and Rahul Bharat Gaikar, dated 21/10/2020, which is registered at the office of Sub Registrar of assurances Kalyan 2, at Registration No. 9927/2020, on 21/10/2020, for the terms and conditions mentioned therein and also executed a Power Of Attorney dated 21/10/2020, which is registered at the office of Sub Registrar Kalyan of assurances 2, at Registration No. 9929/2020 on 21/10/2020 in favour of Phoenix Infra, Partnership Firm, Through its Partner, Anil S. Koli, Paresh Gajanan Mhatre and Rahul Bharat Gaikar

As stated above Promoter No. 2 M/s. Phoenix Infra, Partnership Firm, Through its Partner, Anil S. Koli and others, having Development rights in respect of the said 360 Sq. Meter Land i.e. property no. 1.

Property no. 2 :-

It appears from the revenue records in respect of the said Property No. 2 that Madhusudan Yashwant Patale, Purushottam Yashwant Patale and Ramchandra Yashwant Patale, was the original owners of the said land.

After the death of the said Madhusudan Yashwant Patale, names of his legal heirs i.e. 1) Vasant Madhusudan Patale, 2) Shrikant Madhusudan Patale, 3) Ravindra Madhusudan Patale and 4) Sushila Madhusudan Patale and after the death of the said Purushottam Yashwant Patale, names of his legal heirs i.e. Prabhavati Purushottam Patale are mutated in revenue records vide mutation entry no. 3487.

For PHOENIX REALTY



Partner

Thereafter said land owners Shri. Yashwant Ramchandra Patale & others executed a Development Agreement in favour of M/s. Avdhut Construction dated 03/06/1997. The said land owners Shri. Yashwant Ramchandra Patale & others were transferred their development rights to M/s. Avdhut Construction. That the land owners Shri. Yashwant Ramchandra Patale & others also executed a Power of Attorney in favour of M/s. Avdhut Construction to effectuate the legal and perfect development of the said property no. 2.

That the M/s. Avdhut Construction by obtaining development rights in respect of said property, M/s. Avdhut Construction submitted necessary plan and the Building Commencement Certificate issued by Kalyan Dombivali Municipal Corporation vide letter No. KDMC/NRV/BP/ KV/208-92 dated 16/08/1997 and revise construction permission vide latter No. KDMC/NRV/BP/KV/510-209 dated 09/01/2004, for the said property.

And thereafter has obtained the building Part Completion from Kalyan Dombivali Municipal Corporation.

That the said Ravindra M. Patale & others through power of attorney holder Vasant K. Patale executed an Indemnity Bond in favour of Kalyan Dombivali Municipal Corporation dated 15/06/2010, which is registered at the office of Sub Registrar Kalyan 2, at Registration No. 5683/2010, on 15/06/2010, area admeasuring 70.60 sq. meters out of total area, but 7/12 extract of the said 70.60 sq. meters is not transferred in the name of Kalyan Dombivali Municipal Corporation. That the owner and promoter herein shall transfer said area in the name of Kalyan Dombivali Municipal Corporation as and when required by Kalyan Dombivali Municipal Corporation.

That the M/s. Avdhut Construction have sold out of all those flats to various persons by various agreements on ownership basis to several persons as per the provision of Maharashtra Ownership Flats (Regulation of Promotion of Construction, sale, management and transfer) Act, 1963 and rules made there under and received the sale price thereof.

That the flat purchaser on taking of the possession of the said flats in the building have separately formed and registered a Co-Operative Housing Society Ltd., as under the names and style Gulab Co-op Housing Society Ltd., by No. TNA/(KLN)/(TC)/ 21924/years -2010-2011, Dated 14/05/2010.

After completion of the said building the builder and/or land owner did not convey the said land in favour of the aforesaid society. Thereafter the society made an Application for deemed Conveyance before the District Co-Registrar, Thane. The Competent Authority being satisfied with the merits of the Submission of Society, issued an order cum certificate bearing No. DDR/THANE/MMHS/SEC-11(3)/3582/YEAR 2020 DATED 14/12/2020 District Deputy Registrar Co-op Societies, Thane certifying that, the society is entitled to unilateral deed of unilateral conveyance and have it registered as provided under Registration Act. 1908.

That the owners of the said Land, 1) Ramchandra Yashwant Patale, 2) Vasant Madhusudan Patale, 3) Shrikant Madhusudan Patale, 4) Ravindra Madhusudan Patale, 5) Sushila Madhusudan Patale and 6) Prabhavati Purushottam Patale through authorised signatory & Developers M/s. Avdhut Construction through Ramchandra Patale through District Deputy Registrar, Co-operative Society Thane District and the Competent Authority executed a Deemed Conveyance Deed in favour of Gulab C.H.S. Ltd. Through its 1)

Chairman - Vainteya S. Kulkarni, 2) Treasurer - Vilin Ramesh Wadekar on 26/12/2020, which is registered at the office of Sub Registrar Kalyan -2, at Registration No. 15221/2020, on 26/12/2020, Thereafter name of Gulab C.H.S. Ltd. mutated in revenue records and on 7/12 extract of the said plot area admeasuring 810 sq. meters, vide mutation entry no. 5192.

That the owners of the said land Gulab C.H.S. Ltd. Through its chairman - Savita Pramod Chikodi, 2) Secretary - Haresh Kanha Bhoir and 3) Treasurer - Vilin Ramesh Wadekar executed a Development Agreement for redevelopment of the said building in favour of M/s. Phoenix Infra, Partnership Firm, Through its Partner Sunil Pandurang Mhatre dated 05/05/2021, which is registered at the office of Sub Registrar Kalyan 2, at Registration No. 9274/2021, on 05/05/2021, for the terms and conditions mentioned therein, and also executed a Power Of Attorney dated 05/05/2021, which is registered at the office of Sub Registrar Kalyan 2, at Registration No. 9275/2021, on 05/05/2021.

That the Sachin Ravindra Dighole and Nitinsingh Narayansingh Kushvah as a Vendor executed a Confirmation Deed dated 28/06/2021, to the Development Agreement dated 05/05/2021, said confirmation deed is registered at the office of Sub Registrar Kalyan 2, at Registration No. 12078/2021, on 28/06/2021 and & also executed a Power Of Attorney dated 28/06/2021, which is registered at the office of Sub Registrar Kalyan 2, at Registration No. 12079/2021, on 28/06/2021 in favour of Phoenix Infra, Partnership Firm, Through its Partner Sunil Pandurang Mhatre.

That the Smita Prakash Khullodkar and Leena Dattatraya Lalsare as a Vendor executed a Supplementary Agreement dated 28/06/2021, to the Development Agreement dated 05/05/2021, said Supplementary agreement is registered at the office of Sub Registrar Kalyan 2, at Registration No. 12085/2021, on 28/06/2021 and & also executed a Power Of Attorney dated 28/06/2021, which is registered at the office of Sub Registrar Kalyan 2, at Registration No. 12087/2021, on 28/06/2021 in favour of Phoenix Infra, Partnership Firm, Through its Partner Sunil Pandurang Mhatre.

As stated above Promoter No. 2 M/s. Phoenix Infra, Partnership Firm, Through its Partner, Sunil Pandurang Mhatre having Development rights in respect of the said 810 Sq. Meter Land i.e. property no. 2.

Property no. 3 :-

It appears from the revenue records in respect of the Survey no. 97, Hissa No. 1/A/1 (Old 1 part, Plot No. 2) that the owners of the said land Bharat Narayan Bhoir and others executed a Sale deed/Conveyance Deed in favour of Vasantrao Shankar Bamane on 16/12/1980 for consideration mentioned therein. Thereafter name of Vasantrao Shankar Bamane mutated in revenue records and on 7/12 extract of the Survey no. 97, Hissa No. 1/A/1 (Old 1 part), as per mutation entry no. 2696.

It appears from the revenue records in respect of the Survey no. 97, Hissa No. 6/A (Old 6 part, Plot No. 7) that the owners of the said land Balaram Rajaram Bhoir and others executed a Sale deed/Conveyance Deed in favour of Vasant Shankar Bamane on 29/11/1985 for consideration mentioned therein. Thereafter name of Vasant Shankar Bamane mutated in revenue records and on 7/12 extract of the Survey no. 97, Hissa No. 6/A (Old 6 part), as per mutation entry no. 3375.

For PHOENIX REALTY

Partner

Thereafter said plot is developed by M/s. Parsn Foundation & Engineering Corporation by obtaining development rights M/s. Parsn Foundation & Engineering Corporation constructed multi-storied building in pursuance to the plan sanctioned and permission given by Kalyan Municipal Corporation and flat/shop purchasers of the said building registered the Co-operative Housing Society under the provision of Maharashtra Co-operative Societies Act 1960 from the Asst. Registrar Co-operative Society under number TNA/KLN/HSG/ (TC)/2483/88-89 DATED 08/02/1989.

Thereafter a Sale deed/Conveyance Deed executed in favour of Parsn Villa C.H.S. Ltd. on 15/06/1995, which is registered at the office of Sub Registrar Kalyan -1, at Registration No. 2579, on 15/07/2006, Wherein Vasantrao Shankar Bamane through its power of attorney holder V. N. Shah is the Vendor & Parsn Foundation and Engineering Corporation are the confirming party and Parsn Villa C.H.S. Ltd. Through its chairman – Smt. Rama Choudhari, Secretary – Chandrashekhar Anandan Pillai, Treasurer – Surendraprasad Dwivedi are the Purchasers for the Survey No. 97/1part, Plot No. 2, area admeasuring 900 Sq. Yards & Survey No. 97/6, Plot No. 7, area admeasuring 242 Sq. Yards, Total area 1142 Sq. yards. Thereafter name of Parsn Villa C.H.S. Ltd. mutated in revenue records and on 7/12 extract of the said land, vide mutation entry no. 4990.

That the owners of the said land Parsn Villa C.H.S. Ltd. Through its chairman - Subramaniyan L. and Secretary – Sunil Ramchandra Shinde executed a Development Agreement in favour of M/s. Phoenix Realty through its partner Sunil Pandurang Mhatre on 04/02/2022, for theredevelopment of the said building, which is registered at the office of Sub Registrar Kalyan -2, at Registration No. 2943/2022, on 04/02/2022, for the terms and conditions mentioned therein. And also executed a Power OfAttorney dated 04/02/2022, which is registered at the office of Sub Registrar Kalyan -2, at Registration No. 2947/2022, on 04/02/2022 in favour of M/s. Phoenix Realty through its partner Sunil Pandurang Mhatre.

As stated above Promoter No. 1 M/s. Phoenix Realty through its partners Sunil Pandurang Mhatre having Development rights in respect of the said property no. 3.

AND WHEREAS as stated above M/s. Phoenix Realty, Partnership Firm, through its Partners Sunil Pandurang Mhatre and M/s. Phoenix Infra, Partnership Firm, through its Partners Sunil Pandurang Mhatre are well and suffitiantly entitled to develop the said 2125 Sq. Meter Land i.e. property no. 1 to 3. That the said Property No. 1 to 3 are adjacent properties to each other and hence Promoter No. 1 & 2 decided to develop said properties jointly.

AND WHEREAS that the land of property no. 1 to 3 is collectively called and referred as "the project land"

That The Promoters have made a scheme for development of the said properties by constructing thereon residential units, shops, Offices etc. as per Plan Sanctioned from Kalyan Dombivali Municipal Corporation.

AND WHEREAS that the 7/12 extract of the said property is non-agricultural use.

AND WHEREAS the aforesaid Promoter by amalgamating said Project land have obtained the building permission and commencement certificate from the Kalyan Dombivali Municipal Corporation for construction of building/s on the

For PHOENIX REALTY


Partner

said Project Land under building commencement certificate bearing No. KDMC/TDP/BP/KD/2022-23/57 dated 22/09/2022 for the said Project Land and such building permission provides for construction of Stilt (Part), Ground (Part), First floor to Forth Floor Podium (Parking and Commercial) + Fifth Floor (part) Podium Parking + Sixth to Eleventh Floor (Residential).

AND WHEREAS in pursuance to the sanctioned plans and permissions, the Promoter is entitled to commence, carry out the construction work on the said property;

AND WHEREAS the Promoters declare that the above referred agreements, permissions and sanctions are valid, subsisting and completely in force;

AND WHEREAS the Promoter in terms of the above agreements, sanctions and approvals is entitled to develop the said property and carry out the construction of the proposed buildings in the scheme of construction in phase wise manner on the above said property by amalgamating the said property with adjacent pieces and parcels of land seeking, revisions, extensions, expansions, modification from time to time as per the provisions of law and to dispose of the residential flats/units constructed in the buildings on ownership basis and to enter into agreements with the purchaser and to receive the sale price in respect thereof and upon such disposal of the flats / shops / office /units to convey the said land together with the building constructed thereon in favour of the cooperative housing society of all those several persons acquiring the respective flats /shops /Offices/units.

AND WHEREAS the Promoters have further intended to get the said plans and specification revised, renewed and altered for consumption of remaining floor space index, transfer of development rights, staircase FSI and all other permissible to be used and utilized on the said property as may be granted by the Kalyan Dombivali Municipal Corporation as well as the Promoters have intended to amalgamate the abutting, adjoining and adjacent amalgamated properties thereby forming a single consolidated holding from time to time and further the Promoter have given the clear inspection of the plans and specifications to the Purchasers herein as regards the existing sanctioned buildings and the further proposed expansion, amalgamation and extension the said property.

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals, disclosures, further expansions and future development as mentioned hereinabove which is clearly and elaborately brought to the notice and knowledge of the Purchaser herein for which the Purchaser has granted his/her express and consent will be taken as specified in RERA rule.

AND WHEREAS relying upon the above recitals and disclosures and the scope of further and future development being understood by the Purchaser to which the Purchaser has granted his/her consent, the Allottee/Purchaser is offered a Flat/Unit/Shop/Office being No. ____ on ____ floor, Wing ____, having carpet area of ____ sq. meters along with Balcony admeasuring ____ sq. meters + Open Terrace admeasuring ____ sq. meters of the scheme of construction known as "PHOENIX TANISHQ" (herein after referred to as the "said premises") being constructed on the said property described in the First Schedule hereunder written.

AND WHEREAS the Purchaser after going through the entire disclosures, the future course of expansion and development and also verifying the site of the

For PHOENIX REALTY


Partner

building and the work of construction and its progress thereof, the site of infrastructural and recreational facilities and amenities and nature and scope thereof and after being satisfied about the same has agreed to enter into this agreement and further expressly and irrevocable declare that he shall not raise any objection, claim, demand or action in respect of the additions, modifications, changes and/or further alterations in the scheme of construction as may be permitted the concerned town planning authorities from time to time and accordingly has granted his/her express and consent will be taken as specified in RERA rule.

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

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

AND WHEREAS the Promoters have registered his scheme of construction under the provisions of the real Estate (Regulation & Development Act, 2016 with the Real Estate Regulatory Authority and obtained the Registration bearing No. _____ dated _____ as per the present sanctioned plan and permission.

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

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

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

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

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

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

For PHOENIX REALTY



Partner

building and the work of construction and its progress thereof, the site of infrastructural and recreational facilities and amenities and nature and scope thereof and after being satisfied about the same has agreed to enter into this agreement and further expressly and irrevocable declare that he shall not raise any objection, claim, demand or action in respect of the additions, modifications, changes and/or further alterations in the scheme of construction as may be permitted the concerned town planning authorities from time to time and accordingly has granted his/her express and consent will be taken as specified in RERA rule.

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

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

AND WHEREAS the Promoters have registered his scheme of construction under the provisions of the real Estate (Regulation & Development Act, 2016 with the Real Estate Regulatory Authority and obtained the Registration bearing No. _____ dated _____ as per the present sanctioned plan and permission.

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

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

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

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

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

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

such stage of progress of construction work, building wise, phase wise completion is also disclosed and brought to the notice and knowledge of the Purchaser herein.

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

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Purchaser has applied to the Promoter for allotment of Flat/Unit/Shop/Office being No. _____ on _____ floor in Wing _____ in the building known as "PHOENIX TANISHQ" being constructed being constructed on the said property described in the Schedule hereunder written being the said premises.

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

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

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

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

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

1. The Promoter shall construct the said building/s presently as per the sanctioned plans and permissions on the said property described in the Schedule hereunder written in accordance with the plans, designs and

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specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the premises of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.

1.a. (i) The Purchaser's/Allottee's hereby agree/s to purchase from the PROMOTERS and the PROMOTERS hereby agrees to sell to the Purchaser/s Flat/Unit/Shop/Office being No. on ___ floor, Wing ___, having carpet area of ___ sq. meters along with Balcony admeasuring ___ sq. meters + Open Terrace admeasuring ___ sq. meters in the building Known as "PHOENIX TANISHQ" (hereinafter referred to as "said Premises") as described in Second Schedule written hereunder and as shown in the Floor plan thereof hereto annexed and marked as Annexure F for the consideration of Rs. ___/- (Rupees ___ only) including Rs. ___ being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Third Schedule annexed herewith.

(ii) The Purchaser's/Allottee's hereby agree/s to purchase from the Promoters and the Promoters hereby agrees to sell to the Purchaser/s covered parking spaces bearing No. situated at ___ stillt being constructed in the layout for the consideration of Rs. ___/-. However, the Purchaser/ of such Parking shall not enclose or cover the same without the written permission of the Promoters and/or the society or such body formed, as the case may be and Municipal Corporation and other concern authorities.

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

1(c) The Purchaser has paid on or before execution of this agreement a sum of Rs. ___ (Rupees ___ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that PROMOTERS the balance amount of Rs. ___/- (Rupees ___ only) in the following manner:-

- i) Rs.10% paid as advance payment or application fee at the time of execution of this agreement.
- ii) Rs.35% to be paid to the PROMOTER on completion of the Plinth of the wing in which the said Premises is situated.
- iii) Rs.25% to be paid to the PROMOTER on completion of slabs of the wing in which the said Premises is situated.
- iv) Rs.05% to be paid to the PROMOTER on completion of the walls, internal plaster, floorings doors and windows of the said premises.

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- v) Rs.05% to be paid to the PROMOTER on completion of the sanitary fittings, staircases, lift, wells, lobbies up to the floor level of the said premises.
- vi) Rs.05% to be paid to the PROMOTER on completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the building or wing in which the said premises is situated.
- vii) Rs.10% to be paid to the PROMOTER on completion of the lifts, water pumps, electrical fittings, entrance lobby/s, paving of areas appurtenant and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the premises is situated.
- viii) Rs.05% to be paid to the PROMOTER at the time of handing over of the possession of the said Premises to the Purchasers on or after receipt of occupancy certificate or completion certificate.

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

M/s. Phoenix Realty,

A/C No: _____

IFSC CODE: _____

Bank: _____

Branch: _____

- 1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the Flat.

THE transaction covered by this contract at present attracts Sale Tax, Service Tax, Value Added Tax and GST. If however, by reason of any amendment to the constitution or enactment or amendment of any other laws, central or state, this transaction is held to be liable for tax as a sale, service or value added tax or GST or otherwise either as a whole or in part, in connection with this transaction are liable to be tax, or Service Tax, Value added tax or GST as the case may be is liable for such transaction the same shall be payable by the Purchaser along with the other Purchasers of the building on demand at any time.

- 1(e) 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 Purchaser 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 Purchaser, which shall only be applicable on subsequent payments.

- 1(f) The PROMOTER may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser by discounting such early payments @ ____% per annum for the period by which the

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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 a Purchaser by the PROMOTER.

- 1(g) The Promoter shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation gap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then PROMOTER shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the PROMOTER shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 1(h) The Purchaser authorizes the PROMOTER to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the PROMOTER may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the PROMOTER to adjust his payments in any manner..
- 2.1. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Premises.
- 2.2. Time is essence for the Promoter as well as the Purchaser. The Promoter shall abide by the time schedule for completing the project and handing over the said premises to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be.
- Similarly, the Purchaser shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").
3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the said property is _____ square meters only and Promoter has planned to utilize Floor Space Index of _____ sq. meters by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation as well as future floor space index by paying the premium calculated at _____ based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor

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Space Index of _____ sq. meters as proposed to be utilized by him on the said property in the said Project and Purchaser has agreed to purchase the said Premises based on the proposed construction and sale of Premises to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

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

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

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

Provided further that upon termination of this Agreement as aforesaid, the Owner/Promoter shall deduct 20% of the total amount of consideration of said premises paid by the Purchaser/s to Owner/Promoter herein as liquidated damages, within 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 Allottee/s/purchaser/s to Owner/Promoter 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 not be liable to reimburse to the Allottee/s/purchaser/s any Government charges such as

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Stamp Duty, Registration Charges, Service Tax, VAT GST etc. Upon the termination of this agreement, under this clause, the Owner/Promoter shall be at liberty to sell the said premises to any other person, of their choice and at such price as the Owner/Promoter may deem fit and the Allottee/s/purchaser/s shall not object to the same.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular details to be provided by the Promoter in the said building and the Premises as areset out in Annexure 'E', annexed hereto.
6. The Owner/Promoter shall give possession of the said premises to the Allottee/s/purchaser/s on or before **25th day of December 2026** If the Promoter fails or neglects to give possession of the Premises to the Allottee/s/purchaser/s on account of reasons beyond his control and of his agents by the aforesaid date then the Owner/Promoter 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 may mentioned above from the date the Owners/Promoter received the sum till the date the amounts and interest thereon is repaid.

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

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

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

7.2 The Purchaser shall take possession of the said premises within 15 days of the written notice from the Promoter to the Purchaser intimating that the said Premises are ready for use and occupancy:

7.3 Failure of Purchaser to take Possession of Said Premises from the Promoter: Upon receiving a written intimation from the Promoter as per clause 7.1, the Purchaser shall take possession of the said premises from the Promoter by executing necessary indemnities, undertakings and

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such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said premises to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable.

7.4 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 Owner/Promoter any structural defect in the Premises or the building in which the Premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided that if, allottee/s/purchaser/s do any damage to columns and beams has/have made holes, drilled to interior and/or external walls, sajjas etc. nailed while doing interior work or fixing grills or cause damaged to structure, walls in any manner whatsoever then in such case Owner/Promoter 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.

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

9. The Purchaser along with other Purchaser(s) of premises in the building shall join in forming and registering the Cooperative Housing Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register the common organisation of Purchaser. No objection shall be taken by the Purchaser if any; changes or modifications are made in the draft byelaws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The Promoter shall take into consideration the factual aspect as regards the administration, management of day to day affairs of the constructed and completed building and shall form a time frame policy for formation and registration of the cooperative housing society or association or limited and till such time shall call upon the purchasers who have acquired the flats to form an ad-hoc committee for carrying out the day to day administration and management of the said building in which the said premises is situated and shall render their sincere and utmost cooperation to such ad-hoc committee till the formation and registration of the society or association or limited company.

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- 9.1. The Promoter after formation and registration of such ad-hoc committee, its administration and management and with the cooperation and support of the purchasers in the building/s shall form and register the cooperation housing society or association or limited company and within three months of such registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Owners in the said structure of the Building or wing in which the said premises is situated and further the Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Owners in the project land on which the building with multiple wings or buildings are constructed.

It is clearly brought to the notice and knowledge of the Purchaser herein that such formation of cooperative housing society or association or limited company and further its transfer of the building and the land underneath it shall always be executed by reserving the overall right, title, interest, possession, increases and incentives in future floor space index and proposed expansion in the scheme of construction as well tangible and intangible benefits, privileges, advantages accrued or to be accrued to the Promoter herein in the entire scheme of construction and such stipulations, covenants, rights and interest shall form an integral part of such transfer and assignment. It is further clearly brought to the notice and knowledge of the Purchaser herein that such transfer and assignment shall not prejudice or cause any hardship, obstruction and hindrance to the Promoter in exercising all the right, title, interest, powers and authorities vested in them in respect of the said entire property, the future course of construction, along with increases, incentives in use, utilization, consumption of the floor space index as may be permitted by the municipal and planning authorities in respect of the entire property and every part thereof as well as their absolute right to sell such additional flats and units to any intending purchaser, enter into agreement, receive and appropriate the sale proceeds thereof and to nominate such purchaser to the membership of the existing cooperative housing society or association or limited company as the case may be without any recourse and consideration to the Purchaser. It is clearly agreed and assured by the Purchaser that the Purchaser is aware of the said contents and fact thereof and in confirmation thereof has granted his express and consent will be taken as specified in RERA rule.

- 9.2. Within 15 days after notice in writing is given by the Promoter to the Purchaser that the Premises is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Premises) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Promoter provisional monthly contribution amount will be decided at

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the time of possession towards the outgoings. The amounts so paid by the Purchaser to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Purchaser shall pay on or before delivery of possession of the said premises
 - i) requisite amounts to the Promoters on demand towards legal charges, entrance fees and share capital, society formation charges, Water connection charges, infrastructural charges, electric meter and deposit charges, solar charges, balcony enclosing charges and other incidental expenses thereto.
 - ii) requisite amount and charges on account of service tax, value added tax, goods and service tax, stamp duty and registration fees and any other taxes and levies as may be imposed by the concerned government and semi-government authorities as and when demanded by the Promoters.
 - iii) provisional outgoings for municipal taxes, water bill, bore-well common electric expenses if any (24 months contribution is to be paid at the time of possession) as well as requisite lift charges and proportionate expenses thereto.
 - iv) electric meter and deposit charges as well as proportionate share for transformer installation and its equipment's and accessories thereto.
11. The Purchaser shall pay to the Promoter requisite costs for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with the cost of preparing and engrossing the conveyance or assignment of lease.
12. At the time of registration of conveyance of the building or wing of the building, the allottee/s/purchaser/s shall pay to the Promoter, as the case may be the allottee/s/purchaser/s share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Purchaser shall pay to the Promoter, the Purchasers' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

It is agreed that unless and until the purchaser of various flat/shop/units in the said building/s pay the proportionate amount of stamp duty, registration charges and legal fees, if any, and till all the flat/shop/units are not sold in the said buildings and consideration thereof have received, the Owner/Promoter shall not be obliged to execute or cause to be executed the final deed of conveyance in favour of the co-operative housing society/limited company.

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13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said premises which will, in any manner, affect the rights of Purchaser under this Agreement;
- viii. The owner/Promoter confirms that the Owner/Promoter is not restricted in any manner whatsoever from selling the said premises to the Purchaser in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the Association of Purchasers the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchasers;
- x. The Promoter has duly paid and shall 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;

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- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
- 14. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Premises may come, hereby covenants with the Promoter as follows:-
 - i. To maintain the said premises the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Premises is taken and shall not do or suffer to be done anything in or to the building in which the 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 Premises is situated and the 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 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 Premises on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
 - iii. To carry out at his own cost all internal repairs to the said Premises and maintain the Premises in the same condition, state and order in which it was delivered by the Promoter to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Premises is situated or the 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 Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
 - iv. Not to demolish or cause to be demolished the 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 Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Premises is situated and shall keep the portion, sewers, drains and pipes in the 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 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 Premises without the prior written permission of the Promoter 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 outside the windows, Not to

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change in external elevation by changing the windows and railing of keeping pots, boards and objects outside the windows or in any other manner whatsoever.

- 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 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 Premises is situated.
 - vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the 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 Premises by the Purchaser for any purposes other than for purpose for which it is sold.
 - ix. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Premises until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up and necessary intimation is provided to the Promoter and no objection there for is sought by the purchaser from the Promoter for such transfer and assignment.
 - x. The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex 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 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 Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the 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 of the structure of the building in which Premises is situated is executed in favour of Society/Limited Society, the Purchaser 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.
15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or Association or Company or towards the out

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

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said premises or of the said property and Building or any part thereof. The allottee/s/purchaser/s shall have no claim save and except in respect of the said premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the builder until the said structure of the building is transferred to the society/Limited Company or other body and until the project land is transferred to the Apex Body/Federation as hereinbefore mentioned. The Promoter shall be entitled to sell the premises in the said building for the purpose of using the same as bank, dispensaries, nursing homes, maternity homes, coaching classes and for other non-residential purpose and the Purchaser herein along with the other Purchasers shall not raise any objection for such non-residential use of the premises sold by the Promoters to the intending Purchasers.
17. The Purchaser has seen the layout of the proposed building and has agreed and understood the common amenities like common roads, drainage, sewers, water pipe lines, street lights etc., shall be the common property and shall be available for common use by all the buyers of the premises in the said buildings and accordingly the Purchasers of the premises in the said buildings and the different common organization will have unrestricted right of way in common spaces, roads and laying of pipelines, telephone and electric cables, sewerage and drainage line etc.,
18. THE Purchaser shall be responsible for additional municipal taxes that may be levied by reason of the user of any permitted tenancy or leave and license agreement in respect of the premises allotted to the purchaser.
19. IT is hereby agreed that the Promoters shall be at liberty to amalgamate and / or combine one or more plots of land adjacent to the said land and get the plan of the proposed building/s to be constructed on the land so amalgamated / combined sanctioned from the planning authority and in such event form and get registered cooperative housing society of all the flats purchasers in the said buildings and the Purchaser herein shall not, in any manner object the said right of the promoters. It is further agreed that in such event the Promoter shall be at liberty and/or entitled to grant a right of way from or through the said land for approaching (or of the better approach) to the adjacent lands those would be acquired with a view to developing them and the Purchaser herein shall not object the said right of the Promoter in any manner.
20. The Purchaser/s hereby declare and confirm that he / she have entered into this agreement, after reading and having understood the contents of all the aforesaid exemption order, building permissions, deeds, documents, writings and papers and all disclosures made by the Promoter to the Purchaser/s and with full knowledge and information thereof and subject to the terms, conditions and stipulations imposed or which may hereafter be imposed by the concerned town planning authority and all other concerned government bodies and authorities and also subject to the Promoter's right to make the necessary amendments,

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Partner

variations, modifications and/or changes therein and their right to avail, use, utilize, consume and exploit the entire balance and additional floor space index available on the said property as well as the transferable development rights as may be permissible by law and other benefits in F.S.I. on the said land.

21. The Promoters have brought to the clear notice and knowledge of the Purchaser that during the course of development they shall 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 or any part thereof. The Promoter has brought to the notice and knowledge of the Purchaser that during the course of construction/development, the Promoter will avail and procure financial assistance, construction loan, cash credit facilities and other mode of monetary assistance and borrowing by mortgaging the property and the scheme of construction thereby creating charge, mortgage on the said property and the purchaser is aware of the same and the Purchaser shall not raise any objection or obstruction to such creation of charge, mortgage and raising the finance by the Promoter. However, such charge and mortgage shall be subject to rights of the purchaser under this agreement. The Purchaser further confirm and undertake that he will issue cheques of the instalment as specified and in favour in the account banks and financial institutions as nominated and directed by the Promoter. However, such sale, assignment, mortgage, charge, encumbrance and raising of finance, monies for the development of the said property shall always be subject to the rights of the Purchaser/s under this agreement.
22. It is expressly agreed that the Promoter shall be entitled to put a hoarding and / or cable network station mobile phone set up or station on the said property or on the building to be constructed on the said property and the said hoardings may be illuminated or comprising of neon sign or such other type or mode as may be designed by the Promoter and for the purpose Promoter is fully authorized to allow temporary or permanent construction or erection in installation either on the exterior or the said building or on the property as the case may be and the Purchaser agrees not to object or dispute the same. Necessary covenants, reservations in respect thereto shall be incorporated in the proposed conveyance. The Promoter or his nominees shall be exclusively entitled to the income that may be derived by display of such advertisement or installation of cable network or mobile phone station, at any time hereafter. The Purchaser shall not be entitled to any abatement in the price of the said premises or to object to the same for any reason and shall allow the Promoter, his agents, servants etc., to enter into the said property including the terraces and other open spaces in the building for the purpose of putting and / or preserving and / or maintaining and / or removing the advertisements and / or hoardings, neon lights or such installations etc., The Promoter shall be entitled to transfer or assign such right to any person or persons whom they deem fit and the purchaser shall not raise any objection thereto.
23. 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 shall have no claim save and except in respect of the Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies,

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staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

24. Notwithstanding any other provisions of this agreement the Promoter shall be entitled at the sole and absolute discretion:

- a) To form a separate cooperative housing society building wise or combined cooperative housing society or condominium of apartment or any other corporate body or bodies of Purchasers to be formed and constituted.
- b) To decide and determine how and in what manner the infrastructure including the common utility areas such as gardens, open spaces, roads etc. may be transferred and/or conveyed /assigned/leased.
- c) To provide for and incorporate covenant and restriction and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads, if any.
- d) To decide from time to time to what extent the building/s along with land appurtenant to it is transferred to the respective body formed.
- e) To decide from time to time when and what sort of document of transfer should be executed.
- f) To grant of right of access / way and / or other easement rights to the adjacent buildings, plots of the said entire property.
- g) To deduct the area of land not in actual possession, land affected by setbacks and reservations while executing the deed of transfer, assignment or conveyance.

25. The Promoters have shown the layout of the larger property to the Purchaser and it is agreed and understood by and between the parties that taking into consideration the sanctioned layout the Purchaser covenant with the Promoters as under :-

- i) that as per the sanctioned plans and permissions, the open spaces are to be strictly kept unencumbered and unobstructed.
- ii) fencing, partition, retaining walls will not be constructed between the buildings.
- iii) cable/drainage/telephone lines etc., should be allowed in open space of the building undertaken for development.
- iv) location of electric transformer/ sub-station shall be earmarked/defined by the Architect of the Developers

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- v) common amenities and the estimate thereof as well as proportionate share thereto shall be ascertained by the Architect of the Developer.
- vi) the execution of the external compound wall will be as per the design and specification of the architect of promoters and the elevation of the buildings shall not be changed or altered.
- vii) each building shall be maintained in good and proper condition along with the unobstructed right of access.
- viii) it is clearly brought to the notice of the Purchaser herein and the Purchaser herein is clearly made aware that the Promoters have acquired the development rights of the land as described in the Schedule hereunder written however due to the certain reservations and / or setbacks the area to be handed over and conveyed to the cooperative housing society and / or the corporate body will not be equivalent to the area of construction availed in the said buildings constructed on the said available land and the Purchaser herein will not raise any objection, hindrance or obstruction such execution of the conveyance and such execution of conveyance shall be executed taking into consideration the buildings constructed in the said property along with the right and interest in the common open spaces, playground etc.,
- ix) the Promoters have also brought to the knowledge of the Purchaser that the property on which the building is constructed forms an integral part of the scheme of construction of the entire property described in the schedule and accordingly the Promoters and the Purchaser herein shall have the rights and interest and benefits of the common open spaces, internal road and access as well as infrastructural facilities of the entire scheme of construction described in the schedule along with the other purchasers of the building in the said scheme of construction and accordingly the Purchaser shall cooperate and extend their sincere participation as well as the contribution of funds for maintenance and other outgoings of the said infrastructural facilities on the said scheme of construction as per the directions and discretion of the Promoters herein.

The Purchaser herein have understood and accepted the above covenants, stipulations and conditions as well the discretion of the Promoters to exercise the same and have granted his / her express and irrevocable consent and confirmation thereto.

26. The Promoters have clearly brought to the notice and knowledge of the Allottee and clearly shown and disclosed to the Allottee that

- i. that in pursuance to the sanctioned plans and permissions, the Promoter is entitled to commence, carry out the construction work of Buildings as presently sanctioned under the building permission granted by the municipal corporation on the amalgamated property described in the Schedule hereunder written and that the Promoters have further brought to the notice and knowledge of the Allottee/Purchaser herein that the common facilities of the present housing scheme will be used, utilized, availed and shared by the intending Allottee of the

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buildings to be constructed on the properties described hereinabove as well as other amalgamated properties and the Allottee herein along with the other Allottee will not raise any objection, hindrance and/or obstruction for such use of the above facilities by the other intending Allottee, the Promoter has clearly brought to the knowledge of the Allottee that they intend to get the said sanctioned plans and specifications modified, revised, renewed and altered for consumption of remaining floor space index, transfer of development rights, staircase floor space index, permissible increases and incentives in floor space index to be used and utilized on the said property as may be granted and approved by the Municipal Corporation from time to time and further the Promoters have given the clear inspection of such plans and specifications to the Allottee herein as regards the existing sanctioned buildings, and the proposed annexed multi-storied buildings or otherwise touching the existing constructed buildings and also further expansion in buildings to be constructed on the said property as permitted by the Municipal Corporation by way of further amalgamation, expansion thereto and the Allottee has gone through the said plans as well as the proposed plans including provision of annexed buildings, touching the existing constructed buildings further expansions and do hereby admit, acknowledge and confirm the said fact of construction of additional buildings, annexed buildings, expansion of buildings on the said property by revision and modification in the plans and designs and consent will be taken as specified in RERA rules. The Allottee/Purchaser herein agree and assure to pay the corpus fund in advance as and when demanded by the Promoter irrespective of the completion of the above amenities and facilities and the scheme of construction and will not be withhold the same on any reason whatsoever.

- ii. the Promoters have also shown to the Allottee the entire layout of the said property along with the amalgamation of lands, further expansions as well as future amalgamation and extension thereto, the nature and extent of the land to be handed over to the concerned authorities on account of setback, reservations etc., as well as the potentiality of floor space index to be used on the remaining land and in such eventuality the transfer and conveyance of the land in favour of the cooperative housing society or condominium of apartment owners and/or any corporate body will not be equivalent to the floor space index used, utilized and consume in the buildings to be constructed/constructed. It is further brought to the notice and knowledge of the Allottee that at the time of execution of conveyance and further transfer proceedings, the area affected by roads and / or reservation will stand deducted as per the due process of law and the net land will be conveyed and handed

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over to the cooperative housing society on completion of the entire scheme of construction as per the sanctioned plans and permissions as well as further revisions, modifications and alterations therein from time to time. The Promoter will take consent of allottees as specified in RERA rule.

- iii. that there will be changes, modifications, further expansions, amalgamation of the adjacent lands in the scheme of construction and its present and future course of the scheme of development on the said property and / or the adjacent property in the manner herein recited.
 - iv. that the Promoters have intended to get the said plans and specification revised, renewed and altered for consumption of remaining floor space index, transfer of development rights, staircase FSI and all other permissible floor space index to be used and utilized on the said property as may be granted by the Kalyan Dombivli Municipal Corporation as well as the Promoters have intended to amalgamate the abutting, adjoining and adjacent amalgamated properties thereby forming a single consolidated holding from time to time and further the Promoters have given the clear inspection of the plans and specifications to the Allottee herein as regards the existing sanctioned buildings and the further proposed expansion, amalgamation and extension of the said property.
 - v. that the Promoters in the entire scheme of construction intends to provide Garden (R.G.), recreational facilities and other allied infrastructural common amenities, facilities as the Promoters may deem fit and proper from time to time to the present housing scheme of construction and such facilities and amenities will be used, utilized, availed and shared by all the intending Allottee/Purchasers of the buildings to be constructed on the properties described hereinabove as well as other amalgamated properties which may be purchased from time to time by the Promoters at their own discretion.
7. The Promoters have also shown to the Purchaser the entire layout of the said property along with the amalgamation of lands, further expansions as well as future amalgamation and extension thereto, the nature and extent of the land to be handed over to the concerned authorities on account of setback, reservations etc., as well as the potentiality of floor space index to be used on the remaining land and in such eventuality the transfer and conveyance of the land in favour of the cooperative housing society or condominium of apartment owners and / or any corporate body will not be equivalent to the floor space index used, utilized and consume in the buildings to be constructed / constructed thereon and the the promoter will take consent from allottees as specified in rera rule.

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19/11

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28. It is clearly brought to the notice of the Purchaser herein and the Purchaser herein is clearly made aware that the Promoters have acquired the development rights of the land as described in the Schedule hereunder written however due to the certain reservations and / or setbacks the area to be handed over and conveyed to the cooperative housing society and / or the corporate body will not be equivalent to the area of construction availed in the said buildings constructed on the said available land and the Purchaser herein will not raise any objection, hindrance or obstruction such execution of the conveyance and such execution of conveyance shall be executed taking into consideration the buildings constructed in the said property along with the right and interest in the common open spaces, playground etc.,

29. The Promoters have brought to the notice of the Purchaser that they will get the said plans and specification revised, renewed and altered for consumption of remaining floor space index, transfer of development rights, staircase floor space index and all other permissible floor space index to be used and utilized on the said property as may be granted by the Kalyan Dombivali Municipal Corporation from time to time and further the Promoters have given the clear inspection of the proposed modifications, alterations, plans and specifications to the Purchasers herein as regards the existing sanctioned buildings and the further proposed expansions, modifications and alterations in the scheme of construction and the promoter will take consent from allottees as specified in rule.

30.

31. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

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

32. **BINDING EFFECT**

Forwarding this Agreement to the Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Purchaser (s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall

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be returned to the Purchaser without any interest or compensation whatsoever.

33. ENTIRE AGREEMENT

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 premises as the case may be.

34. RIGHT TO AMEND

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

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

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

36. SEVERABILITY

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

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

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

38. FURTHER ASSURANCES

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

39. PLACE OF EXECUTION

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

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

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

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

42. JOINT PURCHASERS

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

43. Stamp Duty and Registration and statutory taxes and levies:- The charges towards stamp duty and Registration of this Agreement as well as statutory government, Semi-Government taxes and levies, servicetax, goods and service tax, value added tax and all other direct and indirect taxes shall be borne by the Allottee/Purchaser alone.

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

45. GOVERNING LAW

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

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

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FIRST SCHEDULE OF THE DEVELOPABLE LAND

Mhalasa Co. Op. Housing Society Ltd. is the owner and well and sufficiently entitled for all that piece and parcel of land laying, being situate at village Chikanghar, Tal. Kalyan, Dist. Thane, bearing Survey No. 97, Hissa No. 1/A (Old 1part), area admeasuring 360 sq. Meters within the limits of the Kalyan Dombivali Municipal Corporation hereinafter called and referred as to the "**Property No. 1**" for the sake of brevity more particularly described in the "**FIRST SCHEDULE**" hereunder written, That the Promoter No. 2 Phoenix Infra obtained developments rights in respect of said property no. 1.

Gulab Co. Op. Housing Society Ltd. is the owner and well and sufficiently entitled for all that piece and parcel of land laying, being situate at village Chikanghar, Tal. Kalyan, Dist. Thane, bearing Survey no. 97, Hissa No. 3/A/4 (Old 3part), area admeasuring 810 Sq. Meter within the limits of the Kalyan Dombivali Municipal Corporation hereinafter called and referred as to the "**Property No. 2**" for the sake of brevity more particularly described in the "**FIRST SCHEDULE**" hereunder written, That the Promoter No. 2 Phoenix Infra obtained developments rights in respect of said property no. 2.

Parsn Villa Co. Op. Housing Society Ltd. is the owner and well and sufficiently entitled for all that piece and parcel of land laying, being situate at village Chikanghar, Tal. Kalyan, Dist. Thane, bearing Survey no. 97, Hissa No. 6/A (Old 6part, Plot No. 7), area admeasuring 201 Sq. Meter and Survey no. 97, Hissa No. 1/A/1 (Old 1part, Plot No. 2), area admeasuring 754 Sq. Meter within the limits of the Kalyan Dombivali Municipal Corporation hereinafter called and referred as to the "**Property No. 3**" for the sake of brevity more particularly described in the "**FIRST SCHEDULE**" hereunder written, That the Promoter No. 1 Phoenix Realty obtained developments rights in respect of said property no. 3.

Property no. 1 to 3 are collectively called project land.

SECOND SCHEDULE ABOVE REFERRED TO

All these pieces and parcels of land within the Village Chikanghar, Taluka Kalyan, District Thane, within the limit of Kalyan Dombivali Municipal Corporation and Sub-Registrar Kalyan at Gandhare Building knows as "**PHOENIX TANISHQ**", Flat/Unit/Shop/Office being No. _____ on _____ floor, Wing _____, having carpet area of _____ sq. meters along with Balcony admeasuring _____ sq. meters + Open Terrace admeasuring _____ sq. meters.

ANNEXURE - A - Copy of Title Report

ANNEXURE -B - Copy of Property Card or extract Village Forms VI or VII and XII

ANNEXURE -C-1 Copies of plans & Layout as approved by concerned Local Authority

ANNEXURE - C-2 Copies of the plans of the Layout as proposed by the Promoter and according to which the construction of

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the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE -D Authenticated copies of the plans and specifications of the said premises agreed to be purchased by the Allottee/Purchaser as approved by the concerned local authority

ANNEXURE - E Specification and amenities for the Premises.

ANNEXURE -F Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority.

IN WITNESS WHEREOF the parties have set and subscribed their respective hands and seals to this writing on the day and the year first hereinabove mentioned.

SIGNED & DELIVERED

by the within named PROMOTER

1) M/S. PHOENIX REALTY

Through its Partner

SUNIL PANDURANG MHATRE

2) M/S. PHOENIX INFRA

Through its Partner

SUNIL PANDURANG MHATRE

SIGNED & DELIVERED

by the within named Purchaser/s

1) _____

2) _____

IN PRESENCE OF WITNESS:

For PHOENIX REALTY


Partner

RECEIPT

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

Date	Cheque/RTGS No.	Amount	Bank

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

Rs. _____/-

We say received

1) M/S. PHOENIX REALTY

Through its Partner

SUNIL PANDURANG MHATRE

2) M/S. PHOENIX INFRA

Through its Partner

SUNIL PANDURANG MHATRE

For PHOENIX REALTY


 Partner