

**AGREEMENT FOR SALE**

**M/S. ACE SIGNATURE HOMES LLP, PAN - AB DFA9797L**, a Limited Liability Partnership Firm, duly Registered under the provisions of Limited Liability Partnership Act, 2008, having Office at: A/201, Manas Residency, V.S. Marg, Naupada, Thane West - 400602, through authorized partner and singatory **MR. MANISH D. DEDHIA**, hereinafter referred to as the **“PROMOTERS”** (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partnership firm, its partners and their respective heirs, successors in title, executors and assigns) **OF THE ONE PART;**

**AND**

Mr./Ms./Mrs. \_\_\_\_\_,  
Official e-mail ID \_\_\_\_\_,  
R/o \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, PAN No. \_\_\_\_\_

**JOINTLY WITH\***

Mr./Ms./Mrs. \_\_\_\_\_,  
Official e-mail ID \_\_\_\_\_,  
R/o \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, PAN No. \_\_\_\_\_

**OR**

**(FOR FIRMS)**

M/s. \_\_\_\_\_ a partnership/ proprietorship firm  
duly registered and having its office at \_\_\_\_\_  
\_\_\_\_\_  
through its Authorized Signatory Partner/ Sole Proprietor Mr./ Ms./ Mrs.  
\_\_\_\_\_ Official e-mail ID of the Firm  
\_\_\_\_\_ having Income tax PAN No.  
\_\_\_\_\_

Hereinafter jointly and severally referred to as the "**Purchaser(s)**" (which expression unless excluded by or repugnant to the context or meaning thereof, shall mean and include his/her/its heirs, executors, administrators, successors and legal representatives) **OF THE OTHER PART.**

The Promoters and the Purchaser are hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**".

**Whereas** the Promoters are development rights holders of and/or well and sufficiently entitled to all pieces and parcels of portion admeasuring 3165 square meters from and out of land bearing Survey No. 70, Hissa No. 6 admeasuring 3200 Square Meters situated at village Vadavali, Taluka and District Thane (**hereinafter referred to as first property**) and 2) portion admeasuring 35 square meters from and out of Survey No. 53, Hissa No. 6 admeasuring 1720 Square Meters lying, being and situated at village Mogharpada, Taluka and District Thane (**hereinafter referred to as second property**) and within jurisdiction of registration District and Sub-District Thane and also within the limits of Thane Municipal Corporation (TMC).

**And Whereas** after deducting the Area under reservation and Area not in possession, the balance portion admeasuring 2450 square meters out of the First Property is the net area available for the development. The portion admeasuring 2450 square meters out of the First Property and portion admeasuring 35 square meters from and out of the Second Property are hereinafter collectively referred to as the "**Said Property**" and more particularly described in the First Schedule hereunder written.

**And Whereas Brief History of First Property is as under:**

- i) The land bearing Survey No. 70, Hissa No. 6 admeasuring 3200 Square Meters lying being and situate at village Vadavali, Taluka and District Thane (**First Larger Property**) was originally owned by Mr. Dinshaw Kawasji Dongariwala alias Thanawala and cultivated by agricultural tenant Mahadu Gopal Ture.
- ii) Mr. Mahadu Gopal Ture demised in the year 1960 leaving behind his only son Hendar Mahadu Ture as only legal heir. Hendar Mahadu Ture also demised in the year 1971 leaving behind him his wife Smt. Thamibai Hendar Ture, son Navnath Hendar Ture, daughters 1) Mrs. Shakuntala Valkya Shinge, 2) Mrs. Gauribai Parashuram Patil, 3) Mrs. Kantabai Gajanan Bhoir, 4) Mrs. Gulabbai Balkrushna Thakur, 5) Mrs. Laxmibai Chandrakant Mukadam as his only legal heirs.

- iii) Agricultural Land Tribunal and Additional Tahsildar, Thane passed order dated 26.01.1965 bearing no. IPL-X-P-26/VADAVALI-72/1-65 under Section 32G of Maharashtra (Bombay) Tenancy and Agricultural lands Act, 1948 (MTAL Act) and thereby determined purchase price to be paid by Tenant purchaser Mr. Hendar Mahadu Ture.
- iv) Tahsildar and Agricultural Land Tribunal further issued Certificate of Purchase dated October 15, 1988, bearing no. IPL-I-X-26, KRAMANK 3965 under section 32M of MTAL Act after payment of entire purchase price by the tenant Mr. Hendar Mahadu Ture and the charge of original landowners was removed from the other rights column of Records of Rights of First Larger Property.
- v) Smt. Thamibai Hendar Ture demised on 08/10/2014 leaving behind her son Mr. Navnath Hendar Ture and five daughters 1) Mrs. Shakuntala Valkya Shinge, 2) Mrs. Gauribai Parashuram Patil, 3) Mrs. Kantabai Gajanan Bhoir, 4) Mrs. Gulabbai Balkrushna Thakur, 5) Mrs. Laxmibai Chandrakant Mukadam as her only legal heirs.
- vi) Thereafter, Mr. Navnath Hendar Ture and others executed Agreement for Sale dated January 11, 2017 in favour of the Promoters and thereby agreed to sell their (7/12<sup>th</sup>) un-divided share admeasuring 1866.67 square meters from and out of the First Larger Property, which is duly registered with the Sub Registrar of Assurances, Thane, at serial no. at serial no. TNN-5/371/2017.
- vii) Mr. Navnath Hendar Ture and others have executed Power of Attorney dated January 11, 2017 in respect of their (7/12<sup>th</sup>) un-divided share admeasuring 1866.67 square meters from and out of the First Larger Property in favour of the Developers which is duly registered with the Sub Registrar of Assurances, Thane, at serial TNN-5/372/2017.
- viii) Mrs. Shakuntala Hendar Ture alias Mrs. Shakuntala Walakya Shinge and others have executed Agreement for Sale and Development dated October 27, 2016 in favour of Promoters and thereby agreed to sell their (5/12<sup>th</sup>) un-divided share admeasuring 1333.33 square meters from and out of the First Larger Property and also assigned exclusive development rights in respect of their un-divided share out of First Larger Property, which is duly registered with the Sub Registrar of Assurances, Thane, at serial no. TNN-5/12187/2016.
- ix) Mrs. Shakuntala Hendar Ture (Shakuntala Walakya Shinge) and others executed Power of Attorney October 27, 2016 in favour of the Promoters in respect of their (5/12<sup>th</sup>) un-divided share admeasuring 1333.33 square meters from and out of the First Larger

Property, which is duly registered with the Sub Registrar of Assurances, Thane, at serial no. TNN-5/12190/2016.

**And Whereas Brief History of Second Property is as under:**

- i) The land bearing Survey No. 53, Hissa No. 6 admeasuring 1720 Square Meters lying, being and situated at village Mogharpada (Second Larger Property) was originally owned by Shri. Mankaya Alshya Thakur.
- ii) Mr. Mankaya Alshya Thakur demised on 30/09/1956 leaving behind his only legal heir son Mr. Namdev Mankya Thakur.
- iii) Mr. Namdev Mankya Thakur demised in or around 1966 leaving behind wife Smt. Raghubai Namdev Thakur, 4 sons viz. 1) Bhimdev Namdev Thakur, 2) Mr. Sakharam Namdev Thakur, 3) Mr. Sadashiv Namdev Thakur and 4) Mr. Suryadev Namdev Thakur and 2 daughters viz. 1) Parvatibai Namdev Thakur and 2) Laxmibai Namdev Thakur alias Mrs. Laxmibai Babu Bhoir.
- iv) Laxmibai Namdev Thakur alias Mrs. Laxmibai Babu Bhoir demised on 17/08/2007 leaving behind 2 sons viz. 1) Mr. Ganesh Babu Bhoir and 2) Mr. Sachin Babu Bhoir as her only legal heirs.
- v) Smt. Raghubai Namdev Thakur demised on 27/1/2011 leaving behind, 4 sons viz. 1) Bhimdev Namdev Thakur, 2) Mr. Sakharam Namdev Thakur, 3) Mr. Sadashiv Namdev Thakur and 4) Mr. Suryadev Namdev Thakur and one daughter Parvatibai Namdev Thakur and 2 grandsons viz. 1) Mr. Ganesh Babu Bhoir and 2) Mr. Sachin Babu Bhoir as her only legal heirs.
- vi) Mr. Sachin Babu Bhoir and Mr. Ganesh Babu Bhoir conveyed and transferred their undivided share, rights, title and interest from and out of Second Larger Property in favour of M/s. Shreelabh Enterprises by executing Conveyance Deed dated 30/08/2017 which is duly registered with the Sub-Registrar of assurances, Thane at serial no. TNN-12/2494/2017.
- vii) Mrs. Parvatibai Namdev Thakur conveyed and transferred her undivided share, rights, title and interest from and out of Second Larger Property in favour of M/s. Shreelabh Enterprises by executing Conveyance Deed dated 05/09/2018 which is duly registered with the Sub-Registrar of assurances, Thane at serial no. TNN-2/9795/2018.
- viii) Mr. Sakharam Namdev Thakur and others in confirmation with Mrs. Vatsala Sakharam Thakur and others granted development rights of their undivided share from and out of Second Larger Property in favour of Promoters by executing Development Agreement

dated 19<sup>th</sup> October 2011 which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-5/9505/2011 and further executed power of attorney on even date which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-5/9507/2011.

And Whereas Exchange Of Portion Of First Larger Property & Second Larger Property As Under:

The Promoters and M/s. Shree Laabh Enterprises have mutually agreed to extend necessary co-operation to each other for development of their respective projects and also agreed to exchange certain portion of respective properties for facilitating better planning and further agreed to grant right of way to each other for ensuring better access for the respective projects.

First Larger Property and Second Larger Property are adjacent to each other and for better planning of both the projects proposed thereon, the Promoters in confirmation with Mr. Navnath Hender Ture and others and M/s. Shree Laabh Enterprises in confirmation with the Mr. Sadashiv Namdev Thakur and others have exchanged 35 square meters out of the First Larger Property (First Property) with M/s. Shree Laabh Enterprises and in consideration thereof M/s. Shree Laabh Enterprises have exchanged development rights of 35 square meters from and out of Second Larger Property (Second Property) in favour of Promotes by executing Agreement for Exchange dated 16<sup>th</sup> October, 2019 is duly registered with the Sub-registrar of Assurances, Thane at Sr.No.TNN-1/11559/2019.

And Whereas the details of not in possession area in the Said Property are as under:

As per the revised sanctioned plan, portion admeasuring 160 square meters from and out of Said First Property not in possession of the Promoters. If the same is becomes available in the future, under such circumstances, the Promoters may amalgamate said area to the Said Property and promoter may utilize the said area and revise the building plan for construction of additional floors upon Said Building and/or construction of other independent and additional building/s on Said Property or may shift the parking building to the area not in possession, after amalgamation and shall use all permissible development potentiality of Said Property and/or such additionally amalgamated area and for that purpose, may submit revised plans for approval to the competent authorities and shall seek revised approval to the Said Latest Approved Plan as per their choice and in their sole discretion. The Promoters shall also be entitled to load DR and/or TDR in development of said property. By making use of said DR and/or TDR, Promoters are entitled to construct additional upper floors upon the said building.

And Whereas details of various permissions obtained in respect of Said Property are as under:

- i. The Tehsildar and Agricultural Lands Tribunal granted permission u/s. 43 of MTAL Act in favour of Navnath Hendar Ture and others bearing order KULVAHIVAT/KAVI-1971/SR-05/2020 dated March 05, 2020 in respect of First Larger Property.
- ii. After execution of Agreement for Exchange, the Promoters have submitted building plan, accordingly the Thane Municipal Corporation granted Commencement Certificate under V.P. No. S06/0320/19 TMC/TDD/4011/22 dated March 03, 2022 for carrying out construction and development of building consisting of Ground / Stilt + 21 Upper Floors + 22 Recreational Floor, hereinafter referred to as **SANCTIONED PLAN**.

The Promoters may amalgamate land bearing Survey no. \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ with the Said Property and proposed additional construction on such amalgamated property by utilizing entire development potential thereof.

AND WHEREAS the Promoter has proposed to construct on the Said Property ..... having Stilt + 21 Upper Floors + 22 Recreational Floor

AND WHEREAS the Allottee is offered an Apartment bearing number Flat No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square meters Carpet area (as defined under RERA) along with \_\_\_\_\_ square meters appurtenant enclosed balcony on the \_\_\_\_\_ floor (hereinafter referred to as the "Said Apartment") in the Project known as "**ACE ENCLAVE**" (herein after referred to as the said "Building") being constructed by the Promoter

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 registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_ no \_\_\_\_\_; authenticated copy is attached in Annexure 'F';

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 by virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the Said Property and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Said Property and the plans, designs and specifications prepared by the Promoter's Architects Messrs. 10 Folds 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 VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the Said Property on which the Apartments 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 Apartment agreed to be purchased by the Allottee, 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 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 Said Property 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 Allottee has applied to the Promoter for allotment of Said Apartment No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square meters Carpet area (as defined under RERA) along with exclusive balcony area admeasuring \_\_\_\_\_ square meters and \_\_\_\_\_ square meters appurtenant enclosed balcony on the \_\_\_\_\_ floor, ( herein after referred to as the "Said Apartment") in the Building called **ACE ENCLAVE** (herein after referred to as the said "Building") being constructed on the Said Property, by the Promoter,

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

AND 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 Allottee has paid to the Promoter a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby

admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no. \_\_\_\_\_ ;

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, 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 Allottee hereby agrees to purchase the said Apartment and the garage/covered parking (if applicable)

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

1. The Promoter shall construct the said building/s consisting of ground/ stilt, , and ..... upper floors on the Said Property in accordance with the plans, designs and 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 Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law and the variations and modifications specifically informed by the Promoters in the present agreement.

1 (a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment Flat No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square meters Carpet area (as defined under RERA) along with exclusive balcony area admeasuring \_\_\_\_\_ square meters and \_\_\_\_\_ square meters appurtenant enclosed balcony on the \_\_\_\_\_ floor in the Project known as “ACE ENCLAVE” as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. \_\_\_\_\_ /- including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith along with applicable GST thereon. (the price of the

Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee \_\_\_\_\_ car parking space situated at mechanical parking system (triple stack) being constructed/installed in the layout.

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

i. All the Purchasers and occupants in the Said Project shall be required to park their vehicles only at the parking space designated for their respective Shop/Flat/Apartment/other premises. The Promoters shall be entitled to formulate rules for earmarking/allotment/ and use of car parks. The occupants of concerned Shop/Flat/ Apartment /other premises shall only use the car parking spaces for the authorized purpose and such car parking shall not be enclosed or gated without prior written permission from the Promoters and the TMC.

ii. The Purchaser(s) do hereby state and confirm that, Purchasers shall not be entitled to park their cars/four wheeler vehicles, if the Purchaser is not entitled to any parking as per the parking-earmarking plan. **OR** The Promoters have informed the Purchasers that the parking spaces may include mechanical/stack parking. In case of stack parking, all the allottees shall be required/entitled to jointly use the stack and first vehicle to be parked at upper stack and the next one shall be parked at lower stack and the third vehicle shall be parked at the middle level. In case of allotment of mechanical parking, composite parking or sequential parking all the concerned allottees shall be responsible for keeping one set of keys of their vehicles with the security personnel. The Promoters have specifically informed the Purchasers that the parking system may not accommodate vehicles having height of more than \_\_\_\_\_ meters, length of more than \_\_\_\_\_ meters and width of more than \_\_\_\_\_ meters. The Purchaser is aware of the fact that, the total number of parking is provided in the said project are lesser than the total tenements proposed therein. The Promoters shall have absolute discretion to allot the parking spaces to the allottees and the concerned allottees alone shall have the right of parking vehicles in respective parking spaces.

1 (c) The Allottee 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 Promoter the balance amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), in the following manner :-

- i. Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
- ii. Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
- iii. Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (not exceeding 48% of the total consideration) to be paid to the Promoter on completion of the 2<sup>nd</sup> slab including podiums and stilts of the building or wing in which the said Apartment is located.
- iv. Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (not exceeding 51% of the total consideration) to be paid to the Promoter on completion of the 5<sup>th</sup> slab of the building or wing in which the said Apartment is located.
- v. Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (not exceeding 54% of the total consideration) to be paid to the Promoter on completion of the 8<sup>th</sup> slab of the building or wing in which the said Apartment is located.
- vi. Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (not exceeding 57% of the total consideration) to be paid to the Promoter on completion of the 11<sup>th</sup> slab of the building or wing in which the said Apartment is located.
- vii. Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (not exceeding 60% of the total consideration) to be paid to the Promoter on completion of the 14<sup>th</sup> slab of the building or wing in which the said Apartment is located.
- viii. Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (not exceeding 63% of the total consideration) to be paid to the Promoter on completion of the 17<sup>th</sup> slab of the building or wing in which the said Apartment is located.
- ix. Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (not exceeding 66% of the total

consideration) to be paid to the Promoter on completion of the 20<sup>th</sup> slab of the building or wing in which the said Apartment is located.

x. Amount of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) (not exceeding 70% of the total

consideration) to be paid to the Promoter on completion of the terrace slab of the building or wing in which the said Apartment is located.

vii. Amount of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) (not exceeding 75% of the

total consideration) to be paid to the Promoter on completion of the walls, internal plaster/gypsum finish, flooring, doors and windows.

viii. Amount of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) (not exceeding 80% of the total

consideration) to be paid to the Promoter on completion of sanitary fittings, lift wells, lobbies upto the floor level of the said apartment.

ix. Amount of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) (not exceeding 85% of the total

consideration) to be paid to the Promoter on completion of external plumbing, external plaster, external painting and terrace with waterproofing.

x. Amount of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) (not exceeding 90% of the

total consideration) to be paid to the Promoter on completion of lifts, water pumps, electrical fittings.

vii. Amount of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) (not exceeding 95% of the

total consideration) to be paid to the Promoter on completion of the electro, mechanical and environment requirements, entrance lobby/s, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) against and at the time of

handing over of the possession of the Apartment to the Allottee within 15 days from receipt of occupancy certificate or completion certificate.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with

the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Said Apartment.

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 Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

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

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement. It is however clarified that, the carpet area shall be calculated on bare shell walls excluding the gypsum plaster and skirting.

1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the

Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

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

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Said Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee 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 \_\_\_ square 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 or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of \_\_\_\_\_ as proposed to be utilized by him on the Said Property in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till theM handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(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 Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of demand/reminders of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and/or mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee 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 Allottee (subject to adjustment and recovery of any agreed liquidated damages of 10% of total consideration which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

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

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

(i) war, civil commotion or act of God

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

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

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy:

**7.3 Failure of Allottee to take Possession of [Apartment/Plot]:** Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee 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 Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment 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 Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

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

9. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company and also after receipt of occupancy certificate, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the Said Property and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and

maintenance of the Said Property and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. .... per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

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

(i) Rs. .... for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii) Rs. .... for formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) Rs. .... for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body

(iv) Rs. ....for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

(v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &

(vi) Rs \_\_\_\_\_ for deposits of electrical receiving and Sub Station provided in Layout The Purchaser shall also be responsible for payment of GST (if applicable) on advance maintenance contribution. The Promoters shall utilize the amount so collected hereinabove for the purposes of meeting all deposits, costs, out of pocket costs, charges and expenses in connection with above stated activities. The Promoters shall be entitled to appropriate the amounts collected under one head for meeting expenses under another head. The Purchaser shall not be entitled to raise grievance in respect of the same. Purchaser(s) agree/s and

understand/s that the Promoters from time to time and Promoters at their sole discretion can disconnect or keeping in suspension any or all the services and connections if maintenance and/or consumption/usage charges are not paid within prescribed time limit. Any delay in payment of maintenance charges beyond due date shall result in penalty at the rate of 12% per annum of the due maintenance amount

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

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or 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 Said Property, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges, expenses payable, by the said Society 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 Society.

### 13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the Said Property; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the Said Property and also has actual, physical and legal possession of the Said Property 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 Said Property 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 Said Property or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Property and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Said Property 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, Said Property, 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 Allottee 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 Said Property, including the Project and the said Said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

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

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

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

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition

or requisition of the said property) has been received or served upon the Promoter in respect of the Said Property and/or the Project except those disclosed in the title report.

14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment 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 Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Apartment 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 Apartment 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 Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

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

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and

condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment 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 Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Said Property and the building in which the Apartment 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 Apartment in the compound or any portion of the Said Property and the building in which the Apartment 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 Apartment 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 Apartment by the Allottee for any purposes other than for purpose for which it is sold.

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

x. The Allottee 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 Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the

Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

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

xii. Till a conveyance of the Said Property on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Said Property 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 Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

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

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

After the Promoter executes 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 who has taken or agreed to take such Said Apartment. It is however clarified that, the Promoters may avail project finance for the construction and development on the Said Property, by mortgaging the Said Property,

development rights of the Promoters, receivables from the Purchasers and proposed construction on the Said Property. It is further clarified that, such mortgage shall always be subject to rights of the Purchaser with respect to Said Apartment.

#### 18. BINDING EFFECT

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

**19. Part Occupancy Certificate:** The Promoters shall be at liberty and entitled to complete any part/portion/floor/building of the said Project and apply for and obtain part occupancy certificate thereof and give possession thereof to the Purchaser(s) of the Said Apartment therein and the Purchaser(s) herein shall not object to the same. In such event, however, if the Purchaser(s) take/s possession of his premises in such part completed portion of the Project and the remaining work is carried on by the Promoters or their agent or contractors with the Purchaser(s) occupying his premises, the Purchaser(s) shall not obstruct or object to the execution of such work, even if the same shall cause any nuisance or annoyance to him or other occupants of the Said Apartment.

**20. Site Visit:** The Purchasers shall be entitled to site visit during the course of development and construction at such intervals as the Promoters may permit. The request for site visit shall be in writing and well in advance with the necessary information relating to number of visitors and their age.

- 21. Unsold Flats:-** It is agreed that till all the flats/shops/office premises/ parking spaces, and other premises are sold and/or allotted to the prospective purchasers, the Promoters shall be entitled to retain with them unsold flats/shops/office premises/parking spaces, and other premises. In case for any reason the society is formed in respect of any building/s even though all flats situate therein are not sold, then in that eventuality for unsold flats lying vacant and in possession of Promoters, the Promoters shall not require to pay the maintenance charges at par with other flats holders or allotted flat purchaser.
- 22 **Right Of Way:** The Promoters shall have full and unfettered right to grant to any of such society/ies and/or to the occupants of any other building standing on any plot/s adjacent to and/or in the vicinity of the Said Property, Right of Way inter alia on the Said Property and/or any part thereof even after formation of Said Organization as is hereby envisaged and/or after execution of a conveyance of the Said Property and/or any part thereof as is hereby envisaged and the Purchaser(s) either individually or collectively as a member of any Said Organization shall not object to any such arrangement on any ground whatsoever. Previously there was no access available to the said property.
- 23 Furniture and Interior Decoration:** Purchaser shall be required to submit detailed furniture/Interior decoration plan to the Promoters/said organization alongwith undertaking in the format prescribed by the Promoters from the concerned contractor/architect/Interior designer to abide by all the applicable rules and regulations while carrying out furniture and Interior decoration. The Purchasers shall also be required to carry out furniture and Interior decoration strictly in accordance with the fit out guidelines of the Promoters/Said Organization and shall also be required to pay sum of Rupees \_\_\_\_\_/- as interest free security deposit in case of basic furniture activities and sum of Rupees \_\_\_\_\_/- as interest free security deposit in case of extensive furniture activities and minor construction activities. Such fit out deposit shall be refunded by the Promoters/said organization within 15 days from completion of furniture and Interior decoration activities in accordance with the undertaking, rules and regulations. In the event of any default or deviation, Promoters/Said Organization shall require the concerned Purchaser/Allottee to take necessary corrective actions and in the event of failure on the part of concerned Purchaser/Allottee, the Promoters/Said Organization may take necessary corrective action and cost thereof shall be deducted from the interest free security deposit.
- 24 **ENTIRE AGREEMENT:** This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter,

correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

- 25** RIGHT TO AMEND: This Agreement may only be amended through written consent of the Parties.
  
- 26** PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES: It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Said Apartment, in case of a transfer, as the said obligations go along with the Said Apartment for all intents and purposes.
  
- 27** 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.
  
- 28** METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Said Apartment to the total carpet area of all the [Apartments/Plots] in the Project.
  
- 29** FURTHER ASSURANCES: Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
  
- 30** 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 Allottee, in

after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at \_\_\_\_\_.

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

Name of Allottee

(Allottee's Address)

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

M/s Promoter name

(Promoter Address)

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

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

### 33. JOINT ALLOTTEES

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

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

35. 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 \_\_\_\_\_ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

36. GOVERNING LAW :- That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the \_\_\_\_\_ courts will have the jurisdiction for this Agreement

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at *(city/town name)* in the presence of attesting witness, signing as such on the day first above written.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**SAID PROPERTY**

ALL THOSE pieces and parcels of 1) portion admeasuring 2450 square meters from and out of land bearing Survey No. 70, Hissa No. 6 admeasuring 3200 Square Meters and 2) portion admeasuring 35 square meters from and out of Survey No. 53, Hissa No. 6 admeasuring 1720 Square Meters lying, being and situated at village Vadavali, Taluka and District Thane and within jurisdiction of registration District and Sub-District Thane and also within the limits of Thane Municipal Corporation and bounded as per village map.

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(SAID APARTMENT)**

All that pieces and parcels of Flat No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square meters Carpet area (as defined under RERA) along with \_\_\_\_\_ square meters appurtenant enclosed balcony on the \_\_\_\_\_ floor in the Project known as “ACE ENCLAVE” constructed on Said Property.

**SIGNED, SEALED AND DELIVERED** )

By the within names **“PROMOTERS”** )

**M/S. ACE SIGNATURE HOMES LLP**  
represented by its partner )

MR. \_\_\_\_\_ )

In the presence of

1.

2.

**SIGNED AND DELIVERED** by the )

Within named **“the Purchaser/s”** )

Shri/Smt \_\_\_\_\_ )

Shri/Smt \_\_\_\_\_ )

In the presence of

1.

2.