

ALLOTMENT LETTER

To:

Date: _____

1) _____

Residing at: _____

2) _____

Residing at: _____

Subject : Allotment of apartment

Reference : Your application dated _____ for allotment of apartment.

Sir/ Madam,

You have submitted your above referred application (said "APPLICATION") to us for allotment of an apartment as detailed below (said "APARTMENT"):

Particulars	Details	
Name of the Project		
Address of the project	Gal no 56/5(A)2 & 56/6(B), Sector - 4, Of Village Chitalsar Manpada, Thane (West), Dist. Thane	
Apartment No.		
Parking		
Area of Apartment*		Area in Square Meters
	Carpet Area(including cupboard area)*	
	Enclosed Balcony*	
	Cupboard Area*	
	Dry Balcony / Dry Ledge / Dry Terrace*	

* Above areas are the areas of the Apartment as shall be sanctioned at the time of obtaining occupancy certificate. The actual sanctions may be in stages .

After receiving the said Application we have given you disclosures of various documents/ information in respect of the land on which the above said project being/ is developed and in respect of the said Apartment, as envisaged under The

Real Estate Regulation and Development) Act, 2016. Further, we have handed over to you a CD containing these documents and information.

By this Allotment Letter you are hereby allotted the said Apartment subject to the terms and conditions mentioned herein below:

(1) The cost details in respect of the said Apartment shall be as tabulated hereunder:

Sr. No.	Details	Amount in rupees
1	Price consideration of the said Apartment including parking space (if any) and proportionate price of the common area and facilities appurtenant to the said Apartment(if any)	
2	Applicable Service Tax /GST (approx.)	
3	Other Applicable Tax/VAT (approx.) as from time to time	
4	Stamp duty (including LBT, if applicable) in respect of the above said price consideration (approx.)	
5	Registration fee	
	TOTAL	

The amount of maintenance cost and/ or maintenance deposit payable by you shall be as mentioned in the agreement for sale in respect of the said Apartment (said "**AGREEMENT**").

The amounts of stamp duty, registration fees, Service Tax, GST, TDS and VAT are subject to change depending on government policy; and you shall pay the same accordingly. You will also be liable to pay any other tax that may be charged by any authority in respect of sale of said Apartment.

We have received from you an amount of Rs. _____/- (Rupees _____ only) towards advance payment (said "**ADVANCE PAYMENT**") and we have issued you a receipt in that regard. It is hereby clarified that this Allotment Letter shall be subject to realisation of the above payment.

(2) You have to pay (i) totally 10% of the amount mentioned in the Sr. No. (1) in the table above, and proportionate amount of GST payable on the same, within 15 (fifteen) days from the date of said Application; and (ii) amount of stamp duty and

registration fee within 7 (seven) days of our written intimation about execution of the Agreement.

- (3) If the above payments are not made by you in time, we shall be entitled to terminate this Allotment Letter by giving written notice of 15 (fifteen) days to any one of the allottees by e-mail or by R.P.A.D. If you fail to make the above payment within the said notice period of 15 days this Allotment Letter shall stand cancelled automatically without any further Notice. In case of such a cancellation we shall be entitled to forfeit the amount received till then.
- (4) You are required to deduct TDS as per prevailing Income Tax Rules and pay the same to concerned authority and forward us the TDS Certificate.

Other Terms and conditions of allotment of the said apartment

- (1) We have handed over to you a copy of "User Manual" in respect of use *inter alia* of the said Apartment, fixtures and fitting of the said Apartment and common facilities and amenities or common area of the above said Project; and you shall be following instructions of the said User Manual strictly.
- (2) Within a period of 30 (thirty) days from the date of our written intimation about execution of the said Agreement you shall make yourself available for execution and registration of the said Agreement, failing which we shall be entitled to cancel allotment of the said Apartment by giving written notice of 15 (fifteen) days by e-mail or R.P.A.D. If you fail to execute and register the said Agreement within the said notice period of 15 (fifteen) days, this Allotment Letter shall stand cancelled automatically without further notice.
- (3) If you intend to cancel allotment of the said Apartment to you, you shall submit to us "Application for Cancellation of Allotment" in our prescribed format along with original copies of receipt/s issued by us. In case the original receipts have been lost by you, you shall submit to us a duly notarised affidavit-cum-indemnity in our prescribed format at your own cost.
- (4) In case of cancellation of allotment of the said Apartment to you either on our part (on your default as above) or on your part (voluntarily as above), as detailed above, we shall be entitled to deduct an amount of Rs.1,00,000/- (Rupees one lakh only) from the above said Advance Payment. It is hereby clarified that it shall be your sole responsibility to avail refund of the amounts paid by you or on your behalf to the government authorities *inter alia* towards stamp duty, registration fee, service tax, VAT, GST or any other taxes paid by you in this regard. We will refund the balance of the same (*i.e. excluding the above said amount of Rs.1,00,000/- and the above said taxes*) to you without any interest thereon (said "**REFUND AMOUNT**").
- (5) If there are more than one Allottee, the cheque of the said Refund Amount shall be drawn in favor of the Allottee No.1.

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Allottee No.1

Allottee No.2

(6) Once the allotment of the said Apartment to you is cancelled as above, you shall cease to have any claim on the said Apartment and we shall be entitled to dispose of the same at our own discretion.

(7) Subject to Mumbai jurisdiction only.

Thanks and regards,

FOR Peer Realty Private Limited

Checked by _____

Acceptance of allotment of the said Apartment

I/ We hereby acknowledge to have checked the above said disclosures and have received a CD containing the above said documents and information. I/ We also have received a copy of above said User Manual.

I/ We have read and understood the above said Allotment Letter and I/ we hereby accept the allotment of the said Apartment from you subject to above said terms and conditions.

Thanks and regards,

(Name and signature of the
Allottee No.1)

(Name and signature of the
Allottee No.2)

Date: _____

For PEER REALTY PVT. LTD.
Kavish
Authorised Signatory/Director.

Allottee No.1

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Allottee No.2

ARTICLES OF AGREEMENT made at Thane this ____ day of _____ in the Christian Year Two Thousand and Nineteen between

PEER REALTY PRIVATE LIMITED, a Private Limited Company registered under the Indian Companies Act, 1956 and having its registered office at 101, Somnath, Ram Mandir Road, Vile Parle (East), Mumbai – 400057, Maharashtra, India hereinafter referred to as “**THE PROMOTERS**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor or successors and assigns) of the **ONE PART**”

A N D

Shri/Smt/Kumar/M/s. _____ of Mumbai Age _____, Pan No _____, Indian Inhabitant, Residing at _____ hereinafter referred to as the “**The PURCHASER/S**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his/her their heirs, executors and administrators) of the **OTHER PART**

OR

_____, A partnership firm registered under the Indian Partnership Act 1932 and carrying on business at _____ hereinafter referred to as the “**The PURCHASER/S**”(which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include all the partner or partners for the time being in force and their respective heirs, executors and administrators of the last surviving partner or partners) of the **OTHER PART**;

OR

_____, a Private Limited Company, registered under the Companies Act 1956 and having its registered office at _____, hereinafter referred to as the “**The PURCHASER**” (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to include their successor or successors and assigns) of the **OTHER PART**;

WHEREAS:-

a) the Maharashtra Housing and Area Development Authority (MHADA for brevity) is the owner of various pieces and parcels of land or ground bearing Gut Nos.56/5(A)2 &, 56/6(B), Sector 4 of village Chitalsar Manpada Thane West, admeasuring in aggregate approximately 19,599 sq. meters and within the registration District of Thane(hereinafter referred to as the “**said Larger Property**”);

b) the said MHADA, for providing housing to the members of low-income group/Mid income group constructed various building/s on the above-mentioned Larger Property having ground floor and upper floors and sold/allotted the tenements therein on ownership basis to individual allottees and the said allottees thereafter formed and registered themselves into separate Co-operative Housing Societies. There are 11 such societies existing on the said Larger Property. The said Societies are in respect of their separate building/s standing on the said Larger Property that forms part of a Sanctioned MHADA Layout;

c) thereafter, the said MHADA executed separate duly registered documents of lease in respect of the land underneath and/or appurtenant to each building in favour of each of the concerned societies for a tenure of 30 years with effect from the dates as mentioned in each such documents of lease, with a right of renewal for further period and on such other terms and conditions as mentioned in the said documents of leases. Further, MHADA also executed separate duly registered documents of sale in respect of the buildings and the structures in favour of respective societies. All the said documents of lease of land and the documents of sale of building are valid and subsisting. A brief summary of the documents of leases and documents of sales executed in favour of each society and other relevant details are set out in **Annexure “A”** hereto;

d) by and under separate duly registered Agreements the following 10 (ten) Societies out of the abovementioned 11 Societies granted development rights in respect of their respective rights in the land held by them under lease from the said MHADA and the buildings constructed thereon and occupied and possessed by the said Societies, as the same had become old and dilapidated and required reconstruction and redevelopment to the Promoters herein on the terms and conditions and for consideration more particularly mentioned therein. The said 10 (ten) Societies also executed separate duly registered Power of Attorneys in favour of the Promoters. All the said Agreements and Power of Attorneys are substantially similar in nature and were duly supported by the Special General Body Resolutions passed by the concerned societies after following the process required to be followed for appointment of Promoters. A brief summary of the Development Agreements, Power of Attorneys, dates of resolutions passed by the society and other relevant details are set out in **Annexure “B”** hereto:

Sr.No.	Name of the Society	Building No.
(i)	Saraswati Co-operative Housing Society Ltd.	H-1
(ii)	SnehaSadan Co-operative Housing Society Ltd.	H-2

(iii)	Dwarka Co-operative Housing Society Ltd.	H-3
(iv)	Priyadarshini Co-operative Housing Society Ltd.	H-4 and H-5
(v)	Parijat Co-operative Housing Society Ltd.	H-6 and H-7
(vi)	Saptarshree Co-operative Housing Society Ltd.	H-8, H-9, H-11 to H-15
(vii)	Aamrapali Co-operative Housing Society Ltd.	H-10
(viii)	Ekta Co-operative Housing Society Ltd.	H-16
(ix)	SaiDarpan Co-operative Housing Society Ltd.	H-17
(x)	SaiSadan Co-operative Housing Society Ltd.	H-18

The said abovementioned ten (10) societies are hereinafter collectively referred to as the “**said Societies**” for brevity;

e) in pursuance of the aforesaid Development Agreements as described in Annexure B above, the Promoters have acquired Development rights in respect of the leasehold rights in the land and buildings belonging to the said Societies;

f) by the aforesaid Development Agreements and Power of Attorneys the Societies had interalia agreed to grant Development Rights by developing their respective rights in the land including by way of amalgamating/consolidating all the said plots belonging to the said Societies by and under a scheme of Cluster Development under the aegis of MHADA or other permissible mode of joint and collective development and as per the provisions of the Development Control Regulations Thane as all the said Buildings are contiguous and adjoining to each other and situate on a common MHADA layout;

g) in pursuance of the aforesaid Development Agreements, the Promoters herein made necessary Applications to various authorities including MHADA, Thane Municipal Corporation (TMC) and the Registrar Co-operative Housing Society Ltd. interalia for their NOC and appropriate orders *interalia* for, (i) development of the Property belonging to the said Societies under the scheme of cluster development, (ii) sanction for a fresh layout of land and building permission thereon; and (iii) amalgamation of all the aforesaid societies by Registrar Co-operative Societies into one society and (iv) for obtaining NOC from MHADA for use of tit-bit land and four open plots (as described herein after) adjoining the plots belonging to the said Societies;

h) in pursuance of the said applications, the following permissions/NOCs have been issued by the various authorities, which are required for the scheme of Cluster Development of the land occupied by the aforesaid Societies including the tit-bit plots and four open plots, admeasuring in aggregate 19,599.00 sq.mtrs. and the description of

the said Plots of land and tit bit plots and four open plots which are comprised in the said scheme of cluster development are collectively described in the **First Schedule** herein written (hereinafter referred to as the “**said Property**”) :-

- i) letter dated 18th January 2017 issued by MHADA granting ‘in principle’ approval for joint/cluster development of land admeasuring 19,599.00 sq.mtrs. as per the revised Layout Plan approved by Thane Municipal Corporation No. TMC/TD-DP/TPS/127 dated 17/09/2013 with F.S.I. of 2.5 for development on the said Property;
- ii) letter dated 18th January 2017 issued by MHADA stating that in the proposed project of redevelopment it is necessary to include four open plots viz., N2, N3, Shopping plot, Amenity plot and in lieu of the same it is necessary to handover constructed area to Konkan Housing and Area Development Board.
- iii) An Order (termed as draft order) passed by the Deputy Registrar Co-operative Societies dated 9th March 2018 under section 17 of Maharashtra Co-operative Societies Act, 1960 and Rule 16 of the Rules framed thereunder for amalgamation of the aforesaid 10 societies into one society to be called ‘ChitalsarManpadaSaraswati Co-operative Housing Society Ltd.’As far as the Promoters are aware the office of Registrar has not received any objections and or suggestions as regards the said draft order and the office of registrar is in the process of passing final order in terms of the said draft order amalgamating and merging the said ten societies into one society to be called Chitalsar Manpada Saraswati Co-operative Housing Society Ltd.;
- iv) 10 separate NOC’s issued by MHADA all dated 21st February 2019 for each of the aforesaid 10 societies for redevelopment of their existing properties setting out the area of the plot plus the tit bit and four open plots, permissible FSI and other terms and conditions of NOC;
- v) Environmental clearance dated 15th January 2019 for redevelopment of the aforesaid Property issued by State Level Environment Impact Assessment Authority;
- vi) NOC dated 20th November 2018 from Thane Fire Brigade;
- vii) Sanction for development dated 23rd May 2019 for multiple buildings/wings/clubhouse etc. issued by TMC (IOD);

viii) NOC from TMC dated 7th September 2011 interalia for alignment of Nallah abutting the said Property and for provisions for an approach road across Nallah.

All the abovementioned permissions/sanctions are annexed hereto as **Annexure “C” to “J”**;

i) in pursuance of these permissions and as per the abovementioned Development Agreements the Promoters propose to develop and construct multiple buildings on the said property in a phase wise manner and have made a common layout for the same for optimal utilization of common areas and facilities and as may be necessary for better planning, beneficial use and enjoyment of the Property (hereinafter referred to as the ‘**said Project**’) as the entire Project is on a very large parcel of land . Out of the said buildings three buildings/wings called as R1, R2, R3 are proposed to be constructed and handed over to the existing members of the aforesaid societies and to the MHADA nominees having separate amenities (hereinafter referred to as the “**Members Buildings**”).The remaining two buildings/wings called S1 and S2 are Part of the Promoters’ entitlement and are having separate amenities are proposed to be constructed, sold and handed over to the allottees/purchasers by the Promoters (hereinafter referred to as the “**Free Sale Buildings**”)...Apart from the said building/wings the Promoter shall be developing common recreation ground (R.G. Areas), Clubhouse and other amenities center as also parking facilities under stilts and/or mechanized and one e-deck etc. The Promoters expressly represent that they shall be constructing additional buildings/wings on the said Property or construct any additional structures on the Proposed building by utilizing the entire balance present and future building potential of the said Property. The location of the proposed Members Building/Wings and the Free Sale Building/Wings and the common R.G. and common parking spaces, common amenities etc. are shown on the approved Layout Plan/Building Layout Plan for (i) Ground Floor, (ii) 1st Podium and (iii) Second Podium and e-deck and are annexed as **Annexure “K”, “L” and “M”**. The said Buildings R1, R2 and R3 and S1 and S2 are earmarked and shown by their respective numbers on the said Layout Plan; Such entire project is called as project Opulus , which will be sanctioned in parts and the e deck level may undergo a change in sanction when the balance (future + present) potential is consumed.

j) The Said free sale buildings are proposed to be constructed comprising of S1 and S2 buildings having ----- floors , and the said free sale buildings at present are sanctioned partly vide cc no----- . The promoter have commenced construction in accordance with the building plans sanctioned by the TMC. of the said Sale Component to be called or named as S1and S2 buildings together with stilt/mechanized car parking spaces on a portion and at the location, together with the other amenities and facilities

relating thereto (hereinafter referred as the 'said Buildings'). The said buildings are consisting of residential units and is consisting of ___podiums, ___stilts and ___floors above the podium level and this agreement is in respect of a residential premise being Flat No. ___admeasuring _____ on the ___floor of the said building S1, and which premises are described in **Second Schedule** hereunder written; .

k) the Building Plans in respect of the said Building S1 & S2 have received CC upto ___ & ___ floors respectively and sanction for the remaining upper floors is awaited **and will be sanctioned in due course of time.**

l) the Promoters propose to provide various common amenities and facilities which will be common that they propose to construct on a portion of the said Property and shall be jointly used by all the purchasers of the said Larger Property in the manner as maybe decided by the Promoter, and the Purchaser/s /Allottee(s) herein shall not object to the same in any manner whatsoever. A detailed description of the Common and/or Exclusive amenities meant for the benefit of the Purchaser herein and the restrictive amenities which are meant for the Member Buildings/Wings are set out in the **Third Schedule** hereunder written;

m)

n) the Promoters have entered into 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;

o) the Promoters have appointed a structural Engineer for the preparation of the structural design and drawings of the Building and the Promoter accept the professional supervision of the Architects and the structural Engineer till the completion of the building;

p) the Promoters have registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at _____ no _____. The Promoters hereby declare that they shall furnish all the information required under the provisions of the said Real Estate (Regulation and Development) Act, 2016 and the rules made thereunder at the time of registration of the said Project with the Real Estate Regulatory Authority and agree and undertake to update and revise the same from time to time with regard to the progress of the said Project;

q) the term "the said Project" appearing in this Agreement shall as stated above mean the Project of development in a phase wise manner undertaken by the Promoter in respect of the said Property described in the First Schedule hereunder written;

r) the Purchaser/s has/have demanded from the Promoter and the Promoter have given inspection to the Purchaser/s of all the documents of title relating to the said property and the plans designs and specifications prepared by the Promoter' 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 under the provision of Maharashtra Ownership of Flats act, 1963;

s) the Promoters have got the necessary approvals as mentioned hereinabove from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said Building 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;

t) while sanctioning the said plans, the concerned local authority(s) has laid down certain terms, conditions, stipulations and restrictions and such terms, conditions, stipulations and restrictions till now have been and even hereafter will have to be observed and performed by the Promoters while completing the said Project of proposed construction and only upon the observations and performance whereof, the Occupation and Completion Certificates in respect of such construction shall be granted by the concerned local authority(s), the Promoters hereby agree to ensure that they shall duly observe and perform all such terms, conditions, stipulations and restrictions;

u) the Purchaser/s has/have prior to the execution of this agreement taken physical inspection of the said property and have satisfied themselves about the same and about the title of the said Promoter to the said property and have accepted the same and shall not be entitled to any further investigation thereof and no requisition or objection whatsoever shall be raised in future in respect of any matter relating thereto;

v) Before getting the allotment of the flat the Purchaser has received user manual given by the Promoter in respect of the flat and the purchaser has agreed to use the flat as per instruction given in the user manual.

v) copies of the following documents/sanctions are annexed hereto and marked as follows:-

Annexure "N"	Title Certificate issued by _____
Annexure "O"	Property Register Card of the said property (7/12 extract)

Annexure “P”	City Survey Plan.
Annexure “Q” (Collectively)	Authenticated Copy of floor plans of the concerned Flat
Annexure “R”	List of fixtures, fittings and other amenities in THE BUILDING/Flat.
Annexure “S”	Authenticated copy of RERA Registration Certificate of the said Project.

w) the Purchaser/s is/ are aware of all the terms and conditions contained in various documents hereinabove recited including the sanction for development (IOD) and user manual and shall observe all the terms and conditions applicable to him/her/them. The Purchaser/s hereby further agree/s and covenant/s with the Promoters to sign and execute all papers and documents in favour of the Promoters or otherwise as may be necessary for the purpose of enabling the Promoters to carry development on the said property and construct the proposed building in accordance with the sanctioned plans relating thereto or such other plans with such additions and alterations that may be sanctioned by the Thane Municipal Corporation (TMC) and as the Promoter may in their sole discretion deem fit and proper and/or for the purpose of applying for or obtaining the approval or sanction of Thane Municipal Corporation (TMC) or any other appropriate authorities in that behalf as well as for the construction of the said building on the said property upon or after the grant of such approval or sanction relating thereto provided the size and location of the said Flat agreed to be purchased by the Purchaser/s is not in any manner adversely affected;

x) the Parties after relying on the inspection, 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;

y) the Purchaser/s has/ have approached the Promoter for allotment/ purchase and the Promoters have agreed for allotment /purchase of Flat No. _____ admeasuring_____ sq.mtr. (Carpet Area)and the break up of area on ___ Floor (“said Flat/ Unit/ Premises”) in the said proposed Building _____ to be constructed on the said Property and which flat is described in the Second Schedule;

z) The carpet area of the said Flat is _____ sq.mtrs and “carpet area” means the net usable floor area of the said Flat agreed to be sold hereunder and excludes the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Purchaser/s or verandah area appurtenant to the

said Flat for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the Flat, internal columns / sheer walls embedded as part of the internal partition walls are included in carpet area.

aa) under Section 13 of the said Real Estate (Regulation & Redevelopment) Act, 2016 and provisions of Maharashtra Ownership of flats Act, 1963 the Promoter is required to execute a written Agreement for Sale of said Agreement with the Purchaser/s, being these presents and also to register said Agreement under the Registration Act, 1908;

bb) 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/s hereby agree/s to purchase the said Flat.

NOW THESE AGREEMENT FOR SALE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **RECITALS TO FORM PART OF AGREEMENT**

1. The recitals of this agreement shall form an integral part of this agreement.

2. The Promoters have commenced the of Development of the said Sale Component by construction of building/wing sanctioned as “_____” comprising of _____ plus _____ floors together with stilt/mechanized car parking spaces on a portion of the said Property as shown in the Annexures K,L and M above in accordance with the plans/ designs/ specifications approved by the TMC time to time and other concerned local authority and which have been seen and approved by the Purchaser/s with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority/ the Government to be made in them or any of them. The Promoter shall be entitled to further development of the said Property in accordance with the sanctioned plans or any variation or modification or any amendments thereof, as may be approved by the concerned authorities, from time to time.

2.2 The Promoters intend to commence in due course and in a phase wise manner further development of the remaining portion of the said Property by demolishing the Existing Structures (if any) and, which remaining portion and the location of other proposed buildings and structures is shown on the lay out plans of the Property, which are annexed as AnnexuresK, L and M hereto. The Promoters have unfettered rights for development of the said Property in any manner, as they may deem fit and proper. It is clarified that the Promoter shall at all times be entitled to as may be allowed and permissible by utilizing the entire present and future building potential of the said Property and as a separate building or as a lateral or horizontal extension of the building

under construction or otherwise by constructing adding floors on the building under construction. The Promoters shall be entitled to amend or modify the building and common layout plan for the said purpose. At present the common passages, staircase have been considered in FSI which FSI will in subsequent sanctions, get released and will be utilized for sanction of additional floors . The Purchaser/s has given their irrevocable consent for the same . The Promoters shall be entitled to construct residential or other commercial structures or shops or structures for amenities including a club house etc. and carry out any variation or modification or any amendments thereof, as may be approved by the concerned authorities and the Purchaser/s herein gives his/her/their irrevocable consent for the same.

3. CONSIDERATION

3.1 The Purchaser/s hereby agree/s to purchase from the Promoters and the Promoters hereby agrees to sell to the Purchaser, Unit/ Flat/ Premises bearing No. _____ of _____ type, in the building _____ admeasuring _____ Sq. Mtrs. carpet area, enclosed balcony area admeasuring _____ Sq.mtrs.,on _____ Floor of the Building _____ as shown in the floor plan annexed as Annexure “Q” (check) TBD hereto alongwith exclusive use of _____ car parking space for a consideration of Rs. _____/- (_____)(subject to deduction of Tax at Source(TDS) at the applicable rate of 1% plus GST, at applicable as per the present rules) (hereinafter referred to as the said Flat). The nature, extent and description of the common/exclusive areas and facilities and restricted areas are more particularly described in the Third Schedule annexed herewith.

4. CONSIDERATION AND PAYMENT SCHEDULE

4.1 The total aggregate consideration amount for the Flat is Rs. _____/.

4.2 The Purchaser/s 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 the Promoter the balance amount of Rs. _____ (Rupees _____), which has been mutually agreed between the Parties to be paid in the following manner :-

Payment Plan

- i. Amount of Rs. _____/- (Rupees _____ only) on or before _____ (not exceeding 30% of the total consideration to be paid to the Promoter after the execution of Agreement);
- ii. Amount of Rs. _____/- (Rupees _____ only) on completion of Plinth of the building in which the said Flat/Premises is located (not exceeding 45% of the total consideration)
- iii. Amount of Rs. _____/- (Rupees _____ only) on completion of first Slab including Podiums, if any, and stilts of the building in which the said Flat/Premises is located (not exceeding 55% of the total consideration)
- iv. Amount of Rs. _____/- (Rupees _____ only) on completion of second Slab of the building or Wing in which the said Flat/Premises is located (not exceeding 65% of the total consideration)
- v. Amount of Rs. _____/- (Rupees _____ only) on completion of third Slab of the building or Wing in which the said Flat/Premises is located (not exceeding 70% of the total consideration)
- vi. Amount of Rs. _____/- (Rupees _____ only) on completion of Sanitary fitting, staircases, lift wells, lobbies upto the floor level of the said Flat/Premises(not exceeding 80% of the total consideration)
- vii. Amount of Rs. _____/- (Rupees _____ only) on completion of external plumbing , external plaster , elevation, terraces with water proofing of the building or wing in which the said Flat/Premises is located (not exceeding 85% of the total consideration)
- viii. Amount of Rs. _____/- (Rupees _____ only) on completion of lifts , water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements of the Building in which the said Flat/Premises is located as may be prescribed in the Agreement of Sale. (not exceeding 95% of the total consideration);
- ix. Balance Amount of Rs. _____/- (Rupees _____ Only) against and at the time of handing over of the possession of the Flat/Premises to the

Purchaser/s on or after receipt of occupation certificate or completion certificate for the said building S1 known as '___' or Part Occupation certificate for the said Flat in case the promoters decide to seek only part occupation from the planning authorities.

4.3 The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and services tax (GST) and or 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 Promoter) up to the date of handing over the possession of the Flat/Premises.

4.4 The Promoters shall be entitled to collect GST and such other applicable statutory taxes by whatsoever name called on all the installment/deposits mentioned under this agreement and the Purchaser/s hereby agrees to pay the same on demand by the Promoter without any demur.

4.5 The Purchase shall at the earliest furnish the copy of the TDS Certificate, as applicable, to the Promoter after execution of this Agreement.

4.6 Time is essence for the Purchaser/s to pay the aforesaid installments. The Promoter shall abide by the time schedule for completing the project and handing over the Flat/Premises to the Purchaser/s and the common areas to the Proposed Society after receiving the occupancy certificate or the completion certificate or both, as the case may be. The Purchaser/s shall make timely payments of the installment 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 hereinabove ("Payment Plan" above for brevity).

4.7 The Promoter on due date / or on reaching any of the aforesaid construction milestone/stage as mentioned in the Payment Plan above will forward to the purchaser/s intimation having carried out the aforesaid work at the address given by the Purchaser/s under this agreement and the Purchaser/s will be bound to pay the amount of installments within fifteen (15) days of the Promoter dispatching intimation by RPAD or email at the address of the Purchaser/s as given in these presents. The Promoter will keep Certificate of the Architects certifying that the Promoter have carried out given work and such Certificate shall be conclusive proof that the plinth and respective slabs are completed. The Purchaser/s are not entitled and hereby agree not to raise any objection as regards completion of plinth/ slab and in regard to the certificate of the Architect of the Project appointed by the Promoter.

4.8 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 Purchaser/s 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 Purchaser/s, which shall only be applicable on subsequent payments.

4.9 Payment of any installment, if made in advance shall be adjusted in the next installment/s. Unless otherwise agreed in writing no interest shall be paid by the Promoter for such advance payments made by the Purchaser/s or the housing finance companies/ bank etc. on behalf of the Purchaser /s

4.10 The Promoter shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three (3%) per cent, as per the provisions of RERA.

4.11. The Purchaser/s 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/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. FITTINGS AND FIXTURES AND OTHER AMENITIES

5.1 The fixtures, fittings and amenities to be provided by the Promoter in the said building and the Premises are those that are set out in **Annexure "R"** hereto.

6. INSPECTION OF THE PROPERTY AND DOCUMENTS RELATING THERETO

6.1 The Purchaser/s has/have prior to the execution of this agreement taken physical inspection of the said Property and has/have satisfied himself/herself/themselves about the same and about the title of the said Societies to the said Property and the rights and entitlement of the Promoters and have accepted the same and shall not be entitled to any further investigation thereof and no requisition or objection whatsoever shall be raised in respect of any matter relating thereto.

6.2 The Purchaser/s hereby agree/s and confirm/s that inspection has been given by the Promoter of all the documents of title or true copies thereof, Sanction for Development, Commencement Certificate, the plans and the specifications of the said building already constructed as also the building/s which is proposed to be constructed by the Promoter on the said Property. The Purchaser is aware of all the terms and conditions contained in various documents hereinabove recited and shall observe all the terms and conditions applicable to him. The Purchaser/s hereby further agrees and covenants with the Promoter to sign and execute all papers and documents in favour of the Promoter or otherwise as may be necessary for the purpose of enabling the Promoter to develop the said Property and construct the said building and additional building or structure or wing in accordance with the sanctioned plans relating thereto or such other plans with such additions and alterations that may be sanctioned by the TMC from time to time and as the Promoter may in their sole discretion deem fit and proper and/or for the purpose of applying for or obtaining the approval or sanction of TMC or any other appropriate authorities in that behalf as well as for the construction of the said building on the said Property upon or after the grant of such approval or sanction relating thereto provided the size and location of the said premises agreed to be purchased by the Purchaser/s is not in any manner adversely affected. The Purchaser/s agree/s that the said consent is irrevocable.

6.2 The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the TMC or concerned local authority at the time of sanctioning the said building plans or thereafter and shall before handing over possession of the said Flat to the Purchaser/s, obtain from TMC or the concerned local authority, occupation and/or completion certificate in respect of the said Premises.

7. REPRESENTATION AND DECLARATIONS OF THE PROMOTER

7.1 The Promoter hereby represent, declare and confirm that:

a) The Promoters have been granted rights for development of the said property by the Societies by and under separate duly registered Development Agreements as set out in Annexure B hereto. The Flat agreed to be sold by the Promoters under this Agreement is part of the constructed area that is, available for sale by the Promoters and is a part of their entitlement. The Promoters have agreed to sell/allot to the Purchaser/s only the said Flat and Car parking Space. The rights in respect of other Flats including Flat coming to the share of the existing members of the Society as also Car parking spaces and T.D.R. and/or F.S.I. rights and all other rights in respect of the said property (save and except, rights in respect of common amenities) shall continue to remain with the Societies and/or

Promoters as has been mutually agreed by and between them. Such Flat and/or rights shall be construed as restricted area and/or rights and the Purchasers shall not be entitled to claim any right, title or interest therein at any time hereafter. The Purchaser after he is added as member of the Society as contemplated by this Agreement shall subject to the terms of this agreement enjoy all rights as a member of the Society on par with other members.

b) The Societies are absolutely seized and possessed of and otherwise well and sufficiently entitled to the said Property;

c) The Documents of Leases and Documents of Sale as set out in Annexure A hereto executed by the MHADA in favour of the said Societies are valid subsisting and binding.

d) There are no outstanding encumbrances, mortgage/s, charge/s lien/s, notices for acquisition requisitions, easement rights or outstanding interest, lien or claim by any person in respect of the said property nor the said property is subject matter of any pending litigation or attachment either before or after judgment;

e) Prior to the execution hereof the Promoter and/or any one on their behalf have not created any lease, lien, mortgage, charge or other encumbrances of any nature whatsoever on the said Premises which is agreed to be sold by and under this agreement.

f) Prior to the execution hereof the Promoters have not entered into any agreement for sale and/or commitments either oral or in writing of any nature whatsoever, with any third party and/or have not issued any allotment Letters or otherwise and have not received any amount for sale or other transfer of the said Premises/Flat/Unit which is subject matter of this agreement, to any third party and in future shall not do so.

g) The Promoters have full right and absolute authority to allot and transfer the said Flat/Premises for the price and upon the terms mentioned herein.

h) The Development Agreements and Power of Attorneys as mentioned in Annexure B hereto executed by the aforesaid Societies in favour of the Promoter are valid subsisting and binding and have not been revoked or cancelled by the Societies.

i) Prior to the execution hereof the Promoters have not done any act whereby, they may be prevented from entering into this agreement and in future shall no

ii) To do any act, whereby the right, title and interest of the Purchasers in the said flat and/or under this Agreement be prejudicially affected.

j) The said MHADA has on the terms set out in the said NOC given its no-objection certificate stating inter alia that the Promoters are granted permission for redevelopment

of the said Property and further to deal with the premises/units in the proposed new building in the manner the Promoter may deem fit and proper.

k) The said Property on which the said Flat is going to be situate is not the subject matter of any decree or order or attachment before or after judgment of any Court of law and/or any Authority or Authorities including under the provisions of the Income Tax Act and that there are no proceedings pending in any Court of law wherein the said Property are the subject matter;

l) There are no onerous covenants or conditions or restriction in respect of the said Property and all the rents, rates taxes, cess and all other outgoings in respect of the said Property are paid regularly and there are no outstanding encumbrances, mortgage/s, charge/s lien/s, notices for acquisition requisitions, easement rights or outstanding interest, lien or claim by any person in respect of the said Property.

m) The Promoters have the requisite rights to carry out development upon the said Property belonging to the said Societies and also have actual, physical and legal possession of the Property for the implementation of the Project and the Promoters shall obtain requisite approvals from time to time to complete the development of the said Project;

n) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Property and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Property and said building shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Property, Building and common areas;

o) The Promoter state that they are not restricted in any manner whatsoever from selling the said Flat/Premises to the Purchaser/s in the manner contemplated in this Agreement;

p) All approvals, licenses and permits issued by the competent authorities with respect to the Project 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 shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Property, Building/wing and common areas;

q) After completion of the development of the said Property as contemplated under this Agreement the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Building in the Project to the Chitalsar Manpada Saraswati Co-Operative Society/ies/ as may be formed;

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

s) 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 Property and/or the Project.

7.2 The Purchasers have agreed to purchase the said Premises relying upon the declarations and representations made by the Promoter herein. The Purchaser hereby agrees and undertakes that the Purchaser himself or through his heirs' executors or assigns shall not raise any objection or disputes in respect of the representations made by the Promoter as stated above.

7.3 The Purchaser herein shall have right only in respect of the Premises/Flat agreed to be sold by the Promoter to the Purchaser under this Agreement. The rights in respect of other units/flats/premises as also parking spaces and T.D.R. and/or F.S.I. and/or the building potential rights and all other rights in respect of the said property and shall continue to remain with the Promoter.

8. RIGHT TO USE ADDITIONAL FSI/TDR BY THE PROMOTER ON THE SAID PROPERTY

8.1 The Promoter shall be entitled to use all the FSI and/or TDR and incentive/premium/compensatory FSI, Fungible FSI or any other building potential available on the said Property as on the date hereof or as may hereafter be available under any rules and as may be sanctioned on the said Property and/or carry out additional constructions further or new construction together with right to utilize foundation, columns, beams, top terrace for such additional construction, that may be permitted by the local body or concerned authority for any reasons whatsoever including FSI in respect of any adjoining or neighboring property or FSI by way of Transferable Development Rights (TDR). Such additional structures and storeys will be the sole property of the Promoter, who will be entitled to dispose of the same in any manner whatsoever as the

Promoter may deem fit and proper and the Premises Purchaser/s shall not be entitled to raise any objections or claim any reduction in price of the premises agreed to be acquired by her/them and/or any compensation or damage on the ground of inconveniences or any other ground whatsoever. The Promoter will be entitled to all the present and or future F.S.I. and /or T.D.R. on the said Property and the Purchasers shall have no rights in respect thereof and the rights of the Purchasers shall be restricted only to the said Premises and parking spaces, if any, agreed to be purchased by the Purchaser/s and shall not extend to rights to use of any additional F.S.I or TDR that may be allowed to be used on the said Property on proportional basis or otherwise and the Purchasers shall not claim any such rights against the Promoter. It is agreed by and between the parties that, if the permitted Floor Space Index of density or ratio increases at any time in future the Promoter will have the absolute rights to put up additional construction and/or consume any balance and/or available floor space index or T.D.R. on the said Property by constructing additional and or further structure/s by vertical or horizontal expansion on the said property.

8.2 The Purchaser/s shall not have any right in respect of floor space index in any form including TDR or other incentive FSI sanctioned by the TMC or MHADA or other local authority in respect of the said Property and any other floor space index that may be sanctioned in future and the Promoters shall be entitled to utilise the same for the development of the said property. Furthermore the Promoter shall also be entitled to develop the said Property by utilizing TDR of other property on the said Property or by addition or inclusion of other adjoining pieces of land if and to the extent permitted by law and the Purchaser shall have no objection thereto. The Purchaser/s shall be entitled to only the Premises together with common amenities agreed to be sold by the Promoter. All other rights with regard to FSI, additional premium FSI, Fungible FSI, incentive/compensatory FSI and such other building potential available on the said property, transfer and sale of additional FSI etc. shall be the exclusive right of the Promoter.

8.3 The Promoter shall be absolutely entitled to revise the layout plan and the building plans and carryout such modification, additions, alterations and/or changes in the layout plans or building plans in respect of the proposed building to be constructed on the said property necessary and required for optimal utilisation of the Property and the Building Potential sanctioned thereon PROVIDED THAT such variations or modifications do not substantially affect the said Flat/Premises agreed to be sold under this Agreement, In the event such variation/ modifications majorly or substantially affect the Flat/Premises it is agreed that the Promoter shall obtain prior consent from the Purchaser/s as may be stipulated in RERA regulation unless such alterations or additions are required by any

Government authorities or become necessary due to change in law or building rules or regulations .8.4 The Purchaser hereby expressly agree and covenant with the Promoter that in the event all the of the said buildings in the Project are not ready and/or constructed and ready for occupation at the time of or after handing over of possession of the premises agreed to be sold to the Purchaser/s under this agreement even then and in that event also the purchaser/s shall have no objection to the Promoter carrying on construction of the remaining building/wings and shall not cause any obstruction or interruption or complain of any nuisance and shall allow and co operate with the Promoter in carrying out and completing the construction of such Building/s. The Purchaser/s further agree and covenant with the Promoter that purchaser/s shall not at any time hereafter object to or dispute the construction of such other building or buildings in the Project on the grounds of nuisance or disturbance or annoyance or any ground whatsoever and the promoter shall be entitled to and allowed to carry out and complete the construction of the remaining buildings and other phases of the project and or upper floors of the said building and allied and or other work for full and complete utilization of the entire building potential of the said property in accordance with plans, designs, specifications and approvals by TMC and other concerned Local authorities with liberty to carry out such variations and modifications as the Promoter should consider necessary or as may be required by the concerned local authority, the Government to be made in them or any of them which the Purchaser/s hereby irrevocably, expressly authorise the Promoter to make such changes/modifications. It is clarified and agreed that, the Promoter shall be entitled to further development of the said Property in a phase wise manner in accordance with the sanctioned plans or any variation or modification or any amendments thereof, as may be approved by the concerned authorities from time to time.

9. INTEREST ON AMOUNT DUE

9.1 The Purchaser/s agree/s to pay to the Promoter interest on all the amounts which become due and payable by the Purchaser/s to the Promoter under the terms of this agreement from the date the said amount is payable by the Purchaser/s to the Promoter in the manner stated herein.

9.2 Without prejudice to the rights of the Promoter to take action arising out of delay in the payment of installments on due date, the Purchaser/s shall be bound and liable to pay interest as per State Bank of India's Highest Marginal Cost of Lending Rate plus 2 % per annum with monthly rests on all the amounts which become due and payable by the Purchaser/s to the Promoter till the date of actual payment, provided that tender of the principal amount and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement nor shall it be

construed as condonation of delay by the Promoter. The amount of interest may be informed to the Purchaser/s from time to time or on completion of the said Flat/Premises and the Purchaser/s has/have agreed to pay the same as and when demanded before the possession of the said Flat/Premises is handed over. In the event the State Bank of India's Highest Marginal Cost of Lending Rate is not in use it will be replaced by such benchmark lending rates which the State Bank of India may fix for time to time for lending to the general public.

9.3 The Promoter, in respect of any amount, including interest payable but not paid by the Purchasers under the terms and conditions of these presents, have first lien and charge on the said Flat/Premises agreed to be purchased by the Purchaser.

9.4 If the Promoter fail to abide by the time schedule for completing the project and handing over the Flat/Premises to the Purchaser/s, the Promoter agrees to pay to the Purchaser/s, who does not intend to withdraw from the project, interest as per State Bank of India's Highest Marginal Cost of Lending Rate plus 2 % per annum, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession.

10. TERMINATION ON DEFAULT IN PAYMENT AND BREACH OF CONDITIONS

10.1 The Purchaser confirm that the installments payable by the Purchaser/s shall be paid on the due dates without any delay or default as time in respect of the installments payable by the Purchaser under these presents is of essence of the contract. Without prejudice to the right of Promoter to charge interest in terms of this agreement, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s 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/s committing defaults of payment of installments, or on the Purchaser/s committing breach of any of the terms and conditions herein contained and/or any other writing and/or the terms and conditions of layout, Building permissions or sanctions, I.O.D., Commencement Certificate and other sanction, permission, no objection, undertakings and affidavits etc., the Promoter shall without prejudice to their other rights or remedies in law including right to charge interest and claim damages under this agreement or otherwise be entitled at their own option to terminate this agreement and forfeit an amount of Rs.2,00,000/- (Rupees Two Lakhs only out of the total consideration till then paid by the Purchaser/s under this agreement as liquidated damages (which it is agreed is a fair and reasonable estimate of loss and damages that the Promoter shall suffer and do not amount to penalty).

PROVIDED THAT, Promoter shall give notice of fifteen days in writing to the Purchaser/s, by Registered Post AD at the address provided by the Purchaser/s and mail at the e-mail address provided by the Purchaser/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. The said notice shall be deemed to have been received by the Purchaser within 7 (seven) days of dispatch by the Promoters. If the Purchaser/s fail/s to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the same shall be considered to be a breach and default of this agreement and the Promoter shall be entitled to terminate this Agreement.

FURTHER PROVIDED THAT upon termination of this Agreement as aforesaid, the Promoter shall refund the amount till then received from the Purchaser/s without any interest thereon within a period of 30 (Thirty) days, after deducting therefrom; (i) an amount of Rs. _____ (Rupees _____ only /) out of the consideration paid by the Purchaser towards liquidated damages in addition to any interest (as specified in the Rules of the said RERA) payable on outstanding amount overdue from the Purchaser/s, (ii) the stamp duty, registration charges, cost of extra work etc. and (iii) the amount of Service Tax, VAT, GST, SERVICE TAX or any other taxes charged by the Promoter to the Purchaser/s till the date of such termination and (iv) brokerage/referral amount paid/ interest, if any paid to financial institution /Broker /Agent on the Purchaser's behalf etc., and the Promoter herein shall be entitled to deal with the said Flat/Premises with any prospective buyer. It is specifically agreed between the parties hereto that, if the transaction in respect of the said Flat/Premises between the Promoter and Purchaser/s herein is terminated as stated hereinabove, then in that case all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Purchaser/s herein, in respect of the said Flat/Premises, shall stand automatically cancelled and neither party have any right, title, interest or claim against the other.

10.2 The Promoter shall upon termination of this Agreement be at liberty to re enter and resume possession of the Flat/Premises (if such possession is given to the purchaser) and remove there from everything whatsoever brought in by the Purchaser/s without any objection or hindrance from the Purchaser/s .The Promoter after such termination shall be entitled to dispose of and sell the said Flat/Premises to such person/s and at such price as the Promoter may in their absolute discretion think fit. It is agreed that upon termination of this Agreement as set out in this clause together with interest as stated hereinabove the Purchaser/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever in the said Flat/Premises.

10.5 In the event of termination as contemplated herein, the Promoter shall not at any time be liable to refund the taxes including service tax, vat, GST, stamp duty, registration charges and any other tax by whatsoever name called, paid by the Purchasers on any of the installment mentioned under this agreement.

11. POSSESSION OF THE SAID PREMISES

11.1 The Promoter shall give possession of the said Flat/Premises to the Purchaser/s on or about _____, PROVIDED THAT, the Purchaser/s has paid to the Promoter the entire consideration payable hereunder and all the deposits to be made and the moneys to be deposited by the Purchaser/s with the Promoter under this agreement. If the Promoter fails or neglects to give possession of the said Flat/Premises as aforesaid on account of reasons beyond their control or control of their agents by the aforesaid date or on any date as may be mutually extended by the parties then in such event the Promoter shall be liable on demand to refund to the Purchaser/s the amounts already received by the Promoter in respect of the said Flat/Premises with simple interest at the rate of 9% per annum from the date the Promoter received the same till the entire amount of interest thereon is repaid by the Promoter to the Purchaser/s and the Purchaser shall have no charge on the said Property or the said Premises, whatsoever. The Purchaser shall only be entitled to a monetary claim against the Promoter PROVIDED THAT the Promoter shall be entitled to reasonable extension of time for giving delivery of the said Flat/Premises if the delay is on account of any reasons beyond their control including but not limited to any of the following reasons:

- i) non availability of cement, steel, other building material, water or electric supply;
- ii) War, civil commotion, flood, drought, fire, cyclone, earthquake, act of god or any calamity or other factor affecting the regular development of the real estate project (“Force Majeure”);
- iii) any notice, order, rule, notification of the Government and/or other public or Competent authority and changes in the government or Municipal policy;
- iv) Extension of time for giving possession as may be permitted by the Regulatory Authority under the said Act for reason where actual work of said Project / Building could not be carried by the Promoter as per sanctioned plan due to specific stay or injunction orders relating to the said Project from any Court of Law, or Tribunal, Competent authority, statutory authority, high power committee including RERA Authorities etc. or due to such circumstances as may be decided by the Authority.

11.2 If, however, the completion of the said Project is delayed due to the Force Majeure conditions, then the Purchaser/s agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Flat/Premises, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser/s agrees and confirms that, in the event it becomes impossible for the Promoter to implement the said Project due to Force Majeure conditions or other reasons beyond the control of the Promoter, then in that case this allotment/ agreement shall stand terminated and the Promoter shall refund to the Purchaser/s the entire amount received by the Promoter from the allotment within 30 days' from that date. After any refund of the money paid to the Purchaser/s, Purchaser/s agrees that he/she/they shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

11.3 Further the Purchaser/s agrees not to raise any objection and agrees to make payment of all installments as per the work progress even if the Promoter completes the building/s substantially earlier than the aforesaid date.

11.4 As agreed herein above a variation upto +/- 3% is permissible in the proposed carpet area of the said Flat/Premises and the Purchaser/s shall not raise a dispute or make any claims against the Promoter in this regard as the said variation upto +/- 3% may be a result of the internal finishing work that is undertaken by the Promoter in the said Flat/Premises or minor variations in the building plans, site conditions etc. subject to what is stated elsewhere in this Agreement.

12. PROCEDURE FOR TAKING POSSESSION

12.1 The procedure and agreement as regards the manner in which the Possession of the premises shall be given to the Purchasers is set out as follows :-

a) The Promoter, upon obtaining the Occupancy Certificate from the Planning Authority shall offer in writing to the Purchaser/s intimating that, the said Premises is ready for use and occupation. The Purchaser/s herein shall inspect the said Flat in all respects to confirm that the same is in accordance with the terms and conditions of this Agreement, complete the payment of total consideration and dues and taxes thereon to the Promoter as per terms and conditions of this Agreement and take the possession of the said Flat/Premises within 15 days' from the date of written intimation issued by the Promoter to the Purchaser/s herein. The Purchaser/s agrees to pay the maintenance charges as determined by the Promoter and or body of the Flat/Premises purchasers, as the case may be. Upon receiving a written intimation from the Promoter as stated

hereinabove, the Purchaser/s shall take possession of the said Flat/Premises from the Promoter by executing necessary indemnities, undertakings, possession agreement and such other documentation as may be required by the promoters. In case the Purchaser/s fails or commits delay in taking possession of said Flat/Premises within the time provided hereinabove, the Purchaser /s shall still be liable for payment of common maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoings in respect of the said Premises and the Promoter shall not be liable for the maintenance, wear and tear of the said Flat.

b) The Promoter herein are developing the said Project, which consists of various buildings having common amenities like club house, landscape garden etc., the construction / development of the said common amenities will be completed in due course along with the completion of construction of all the buildings of the said Project on the said Property. The Promoter assures to hand over possession of the said common amenities on completion of the project and the Purchaser herein agree/s that he/she/they shall not be entitled to refuse to take the possession of the said Flat on the ground of non-completion of aforesaid common amenities.

c) If the Promoter is not allowed by the Purchaser s or any person on his behalf to complete the remaining portion of the works, it shall be accepted by and between the parties that the remaining works shall be deemed to have been completed as and against the Promoter.

12.2 At the time of taking possession of the Flat/Premises, the Purchaser shall inspect the flat with regard to the completion of the Flat/Premises in all respects as being in accordance with the terms and conditions of this Agreement and pass a writing to that effect to the Promoter, where after the Promoter shall not be bound to meet any claim of the Purchaser on the ground that the Flat/Premises has not been completed in accordance with the agreed specification or that any unauthorized changes have been made therein or that the agreed amenities have not been adequately provided by the Promoter. Provided that in case certain minor defects are found the Purchaser shall be obliged to take possession upon developer confirming the rectification of the said defects within a specified period.

13. STRUCTURAL DEFECTS/ADDITIONS AND ALTERATIONS OF THE SAID FLAT/PREMISES

13.1 If within a period of five years from the date of handing over the Flat/Premises to the Purchaser/s, the Purchaser/s brings to the notice of the Promoter any structural defect in the Flat/Premises or the building in which the Flat/Premises is situated or any defects

on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act and which compensation shall not exceed the costs of such repairs. Provided however, that the Purchaser/s shall not carry out any alterations of the whatsoever nature in the said Flat/Premises and in specific the structure of the said Flat/Premises of the said Building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void. The word 'Defect' used here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of Flat/Premises by the Occupants, vagaries of nature etc.

13.2 That, the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/ manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it to be sustainable and in proper working condition to continue warranty in respect of the amenities and equipment or other fittings etc. in the flats and or the said Building and / or the common project amenities wherever applicable. It is agreed and clarified that, in cases where any machinery or equipment or electrical fittings etc. as a part of any amenity of facility to the building is covered by the annual maintenance contracts (AMC) or Manufacturers' warranty the responsibility of the Promoter shall be limited only to the extent of the limit of such warranty and also limited to the expense of renewals of AMC till the charge of the property and proposed Building S1 known as '___' is handed over to proposed society of flat purchasers.

13.3 That the Purchaser/s has been made aware and that the Purchaser/s expressly agrees that the regular wear and tear of the Flat/Premises / Building includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more that 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

13.4 Provided further that any default or deviation in usage /maintenance of the said Flat/Premises / Building shall amount to default on part of the Purchaser/s towards proper

maintenance of the Flat/Premises/building and the Purchaser/s shall not be entitled to claim any compensation against defect liability from the Promoter.

13.5 It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchaser/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the Flat/Premises/building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

13.6 Till the charge of the said building or wing is handed over to a co operative society as contemplated in this agreement, the Purchaser/s shall permit the Promoter and their surveyors and agents, with' or without workmen and others, at all reasonable times, to enter into and upon the said Property and the building or any part thereof to view and examine the state and condition thereof.

14. AND ALLOTMENT OF CAR PARKING SPACE AND PURPOSE OF USE OF PREMISES:

14.1 The Promoter has allotted to the Purchasers _____ car parking space as a part of Mechanized/ Stack/ Puzzle Parking ("Car Parking Space" for brevity) in the proposed building/s. The price / consideration of the flat/premises mentioned in this Agreement is inclusive of the said Car parking space, provided/ allotted to the purchaser. The Car Parking Space, shall only be used for parking of Light Motor Vehicle (L.M.V.) for personal and family use. It is agreed by the Purchaser/s that he/ she/ they shall not be entitled to raise any objections or create any hindrances with respect to the rights of the Promoter to allot the Car Parking Spaces to any person of their choice and shall abide by the said allotment till formation of Proposed Society in respect of the flat purchasers of the said Building.

14.2 The Purchaser/s shall use the said Premises or permit the same to be used only for the purpose for which it is allotted and not for any purpose other than the purpose allowed under this Agreement. The Purchaser/s shall be responsible and answerable for any deviation in the use of the said Premises which are contrary to the sanctions of the Municipal and other concerned authorities.

15. MEMBERSHIP AND OTHER RIGHTS AND DUTIES OF THE PURCHASER/S

15.1 The Purchaser/s agree/s that he shall have no right in respect of the said Property, save and except the said Premises granted/allotted to the Purchaser under and by virtue of theses presents. It is, however, expressly agreed that the right, title and interest of the Promoter shall be transferred, assigned in favour of the Purchaser and the application for

this membership of the said Proposed Society shall be submitted by the Promoter and only on condition that the Purchaser and the other Purchasers of different Premises/premises strictly perform the terms and conditions of this Agreement and pay to the Promoter all the amounts due and payable under this Agreement.

15.2 The Purchaser/s agree/s to sign and execute all the necessary applications, forms, documents or Deeds and/or papers and pay the membership fees as may be required for the purpose of becoming member of the said Proposed Co-Operative Society.

15.3 The Purchaser shall observe and perform all the rules and regulations which the Co-Operative Society 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 Flat/s 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 Co-Operative Society regarding the occupancy and use of the Flats in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses, maintenance charges or other outgoings in accordance with the terms of this Agreement. It is agreed that the Purchasers shall be bound by the rules and bye-laws of the Co-Operative Society of which he will be added as a member as stipulated in this agreement . It is, however, expressly agreed that the right, title and interest of the Promoter in the said Flat shall be transferred, assigned in favour of the Purchaser and the application for this membership of such Society shall be submitted by the Promoter and only on condition that the Purchaser and the other Purchasers of different Flats strictly perform the terms and conditions of this Agreement and pay to the Promoter all the amounts due and payable under this Agreement.

15.4 It is agreed and understood between the parties hereto that till the completion of the project by construction of new building/s and even after possession of the Premises hereby agreed to be sold is given to the Purchaser, the Promoter shall be absolutely entitled to and shall be having authority and control as regards the unsold Premises and balance F.S.I. and T.D.R. and all other building potential (if available) right to further develop the said Property by use of such FSI or T.D.R. or other building potential and its disposal.

15.5 Even after the Promoter developing the entire said Property, the Promoter shall continue to have a right to hold and/or dispose off the remaining unsold Premises in the said Building and the said Project in such manner as they think fit and the sale proceeds thereof shall belong absolutely to the Promoter and the Purchaser/s of such remaining Premises shall be accepted as members of such Society as may be formed. The Promoter in that case shall not be required to pay any transfer fees charges, premium and/or

donation and/or compensation and/or cost in any form whatsoever to the Society, save and except the membership fee, share money and entrance fee per member for such remaining unsold Premises and no other consideration or charges. Since the Promoter shall be holding such unsold premises, if any, with the intention to sell out the same to intending Purchasers, such unsold flats will remain locked, unused and unoccupied, the Promoters for these unsold flats shall be liable to pay the Municipal Taxes, at actuals, and a token sum of Rs. 100/- (Rupees One Hundred Only) per month, towards the non-occupancy charges and other outgoings in respect of the such unsold flats to the Society and it is only the new purchasers of the unsold flats who shall be liable to pay the maintenance charges after purchase of their respective flats. The Purchaser/s has/have agreed to such an arrangement and he/she/they shall scrupulously follow the same. This condition shall also be binding on purchaser /s and the Society as envisaged herein.

15.6 The Purchaser/s is/are aware that the construction and development of the said Property shall be done by the Promoter in a phase-wise manner with more than two phases as the Promoter may in their discretion deem fit and proper and the Purchaser/s agree/s and undertake/s to permit and give the Promoter all facilities for making any additions, alterations in the layout plans or building plans or to put up any additional buildings and or wings and or structure or additional floors on the said building/s and/or on the said Property till such time the said Property is fully developed by the Promoter and the entire building potential of the said Property is fully utilized. The Purchaser/s agree/s and undertake/s not to object to such construction on the ground of change of layout or building plans, amalgamation with adjoining properties/plots or nuisances annoyance, inconvenience and/or otherwise for any other reasons whatsoever.

15.7 The purchaser/s is aware that there is open area deficiency and the TMC has granted concessions for such deficiency and the purchaser/s has/ have no objection to the same and shall not be entitled to object in case the Neighbouring or adjoining plot holders apply for any concessions on the basis of open area deficiency. The Purchasers are aware of all the terms and conditions of the said Sanction dated 23rd May 2010 and agree to abide by the same and more particularly the following terms which are specifically quoted for immediate reference. (copy of Sanction is attached as Annexure “ ” to this agreement as stated above)

15.8 It is explicitly and irrevocably agreed, by the purchaser/s that this purchase by the purchaser/s is as Joint Tenants and not Tenants in common. Hence, in the event of death of any of the purchaser/s on receipt of intimation thereof with required evidencing documents, by the Joint purchaser/s, the name of such deceased purchaser/s shall be deleted and the ownership shall completely vest exclusively with Joint

purchaser/s and to exclusion of any other heirs of such deceased purchaser/s. However it is explicitly made clear that if any claimant other than the executants in this Agreement claims, rights, title and interest in the said Apartment then it is the sole responsibility of the remaining co- purchasers to settle dispute/disagreement in respect of this covenant and same has to be settled at the cost of the remaining co- purchasers. The Promoter is not responsible in any manner whatsoever for cost & consequence.

16. FORMATION OF SOCIETY OR SOCIETIES

16.1 The Promoter has represented to the purchaser in the foregoing recitals that, the Deputy Registrar Co operative societies has passed an order u/s section 17 of Maharashtra Co-operative Societies Act, 1960 and rules made thereunder for amalgamation/merger of the aforesaid ten societies into one society and by virtue of the said order of amalgamation/merger the assets and properties of all the ten societies including the leasehold rights stand vested into the new society that has been formed/constituted in pursuance of the resolutions of the said Societies and the order passed thereon by the registrar into a single Society called Chitalsar Manpada Saraswati Co-operative Housing Society Ltd. The promoters have also represented to the purchasers that MHADA has while allowing the scheme of cluster development by its NOC/permission dated 18th January 2017 have allowed inclusion of the following four plots viz., N2, N3, Shopping Plot and Amenity Plot in the said Scheme of cluster development and the said Plots are part of the said Property and The Promoter shall apply and endeavor to procure from MHADA a lease in respect of the said Plots in favour of the said Chitlasar Manpad Saraswati Cooperative Housing Society Ltd. on completion of the said Project.

16.2 The Promoters have been assured by the aforesaid Societies as per their diverse agreements mentioned in Annexure B hereto that the purchaser and or allottees who have agreed to purchase the flats and/or premises from the promoters shall be admitted as members of their societies (which are now amalgamated into a single society namely Chitalsar Manpada Saraswati Co-operative Housing Society Ltd., as stated above) without any premium and only against the nominal membership fee of Rs. _____/- and the Promoters shall upon the Purchaser herein fulfilling his/ her / their obligations under this agreement recommend and require the said Society to add the Purchaser herein as its member as promised by them. With a view to ensure better management and for functional ease and subject to the co operation of the concerned parties, the Promoters shall after completion of the entire project or anytime prior thereto and after completion of any of the phases of the said project shall be endeavor to form one or more Co-

operative Societies in respect of the respective phase and or anyone of the building or wings thereof at their own discretion. As a part of formation of such building or wing wise societies, the Promoter with the co-operation and assistance of the said Societies will endeavor to divide and/or reorganize the said Chitalsar Manpada Saraswati Cooperative Housing Society Ltd. into separate societies in respect of each such phase/building or wing to the end and intend that each such society shall be vested with exclusive rights in respect of its respective building or wing and land underneath the same and each society shall have equal rights in all common amenities facilities and recreation grounds etc. which are meant for common use and enjoyment. It is further agreed that each such society shall be entitled to the leaseholds rights in respect of the entire property as tenants in common each having equal rights in the said leaseholds rights and all benefits arising therefrom in proportion to constructed area of each society. After division and reorganization of societies which could be building wise or wing wise society as stated above, the promoter shall also cooperate and assist the said Societies to form their federation and/or apex body for the management of common amenities/facilities if so required and found desirable. It is agreed that the entire process of reorganization of the said existing single society namely Chitalsar Manpada Saraswati Cooperative Housing Society Ltd is possible only with the co operation of the purchasers and all the flat purchasers and the existing members of the said Chitalsar Manpada Saraswati Cooperative Housing Society Ltd and the purchaser herein agrees to render the necessary co operation and assistance for the same.

17. OUTGOINGS AND PROPORTIONATE CONTRIBUTION

17.1 Commencing a period of 15 days after notice in writing is given by the Promoter to the Purchaser/s that the said Premises is ready for use and occupation, the Purchaser/s shall be liable to bear and pay to the Promoter the proportionate share (i.e. in proportion to area of the said Premises) of outgoings in respect of the said Property viz. non-agricultural taxes, local taxes, water charges, insurance premium, common electricity charges, repairs and sundry maintenance costs and salaries of clerks, bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the said building and land appurtenant, the Purchaser/s shall pay to the Promoter, such proportionate share of outgoings as may be determined by the Promoter, whose decision in this regard shall be final and binding on the Purchasers. The Purchaser/s undertakes/undertake to pay such provisional monthly contributions to the Promoter and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. The Purchaser/s hereby admits that said deposits are only provisional and the actual amount that may be demanded by the Promoter may differ.

17.2 It is agreed that in case any security deposit is demanded by water department of TMC before giving the water connection to the said building/s or if any amount is required for construction of Electric sub-station the Purchaser/s of all the Premises shall contribute proportionately thereof as determined by the Promoter.

17.3 The Purchaser/s shall before taking possession of the said Premises execution of these presents keep deposited with the Promoter the following amounts.

- i) Rs. _____/- for legal charges, for preparation of these presents/ agreement.
- ii) Rs. _____ /- towards Purchaser's share of Non-Agricultural taxes and Municipal property assessment taxes and other maintenance charges and other outgoings for 12 months in advance.
- iii) Rs. _____/- being the advance maintenance charges for an initial period of 2 year which is being calculated at the rate of Rs. _____/- per sq. mtrs of carpet area per month
- iv) Rs. _____/- Deposit towards Electric meter and Water meter
- v) Rs. _____ towards development charges.
- vi) Rs. _____ towards share application/membership money
- vii) The amounts mentioned above in the Clause are derived on ad-hoc basis and the Purchaser/s hereby covenant/s to pay such further amount or amounts to the Promoter if any, of such deposits or payments referred to above get exhausted or is found to be insufficient to meet the taxes and expenses to be incurred by the Promoter.

17.4 The aforesaid diverse amounts collected as contribution towards outgoings and expenses placed/to be placed with the Promoter under this agreement and the above-mentioned clause shall not carry interest and will remain with the Promoter and shall be utilized for the purpose for which they have been received. If the Promoter has already incurred any of the aforesaid expenses, the Promoter shall be entitled to get reimbursed for the same from the aforesaid deposits.

17.5 The Promoter shall maintain a separate account in respect of the sums received from the Purchaser/s as advance received for the outgoings, legal charges and shall utilise or adjustor re-imburse the amount only for the purpose for which they are received.

17.6 The Purchaser/s hereby covenant/s to pay such further and additional amount or amounts to the Promoter if any of the above mentioned charges, deposits, taxes and/ or payments, get exhausted or are found to be insufficient or are at anytime increased or revised in the future to meet the taxes and expenses to be incurred by the Promoter.

18. PAYMENT OF GST, MVAT AND OTHER TAXES

18.1 The Purchaser/s hereby agrees to pay any GST and/ or MVAT and or service tax or any other similar taxes and levies together with interest and penalty, if any, or any such other tax duty fees cess that is payable by way of GST (Goods and Service tax) or for the value addition or services rendered under this agreement under these presents or otherwise in respect of intended sale of Premises by the Promoter to the Purchaser becoming payable by the Promoter in respect of the said Premises on demand by the Promoter without any demur. The Promoter shall not contribute anything towards such taxes, duties fees, cess. If however, the Promoters is compelled to pay such taxes, the Purchaser/s shall reimburse to the Promoter such amount forthwith on demand together with the interest @ 18% (Eighteen Percent) per annum and interest and penalty as maybe charged by the statutory authority for such non payment or delayed payment and in determining such amount the decision of the Promoter shall be conclusive and binding upon the Purchaser/s. If the Purchaser/s commit default in payment of GST and the MVAT and or service tax and the interest and penalty, if any, thereon the Promoters shall be entitled to withhold delivery of possession of the Premises to the Purchaser/s until the Service Tax, GST and the MVAT and the interest and penalty are paid.

18.2 The Purchaser/s hereby agree/s that in case the Government of Maharashtra or any other concerned local or statutory authority applies or levies Sales Tax, GST or any other tax by whatsoever name on the sale of this Premises or services or value addition . and if any such tax becomes payable in relation to the said Premises, the Purchaser/s shall pay the same immediately on demand being made by the Promoter and until such time the same shall remain unpaid or deposited by the Purchaser/s in a separate account with the Promoter, the Purchaser/s shall not be entitled to put in physical possession of the said Premises. It is expressly agreed that the legal obligation and liability to pay or to make any contributions towards the aforesaid GST or such other taxes as stated above on sale of Premises etc. (if any), shall be that of the Purchaser alone with interest and penalty, if any, and any loss or damage arising to the Promoter on account of non-payment thereof in time or otherwise, by the Purchaser/s shall be reimbursed to the Promoter on demand by the Purchaser/s;

18.3 Time for payment of the GST and MVAT and or service tax and interest and penalty if any thereon is of the essence of the contract. The Promoter shall forward to the Purchaser/s an intimation of the notice of demand received by them from the GST and MVAT and or service tax Authorities calling upon the Purchaser/s to pay forthwith the amounts demanded under the said notice without any demur to the Promoter and the Purchaser/s shall be bound to pay the said amounts within eight days of Promoter

dispatching such intimation by Courier or Registered post at the address of the Purchaser/s as given in these presents. The Promoter will keep the original of such demand notice open for inspection by the Purchaser/s at the office of the Promoter and such notice shall be conclusive and binding upon the Purchaser/s and the Purchaser/s agree not to dispute the same; and

18.4 On the Purchaser/s committing default in payment of the abovementioned GST and MVAT or Service Tax and the interest and penalty, if any the Promoter shall be entitled at their own option to terminate this agreement and forfeit the money received by them till such time. PROVIDED ALWAYS that the power of termination herein before contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Purchaser a prior notice in writing of their intention to terminate this agreement by bringing to his notice the default of non payment of GST and MVAT and or service Tax calling upon the Purchaser/s to remedy such breach or breaches within the notice period. PROVIDED FURTHER THAT upon termination of this agreement as aforesaid, the Promoter shall be entitled to and shall be at liberty to dispose off and sell the said Premises to such person and at such price as the Promoter may in their absolute discretion think fit. It is clarified that the Purchasers shall not at any time be entitled to refund of including service tax, GST, VAT or any of the taxes, by whatsoever paid by the Purchasers on any of the installment mentioned under this agreement from the Promoter and the Purchasers agree not to raise any disputes in respect of the same.

19. COVENANTS AS TO USE AND MAINTENANCE OF PREMISES AND OTHER COMMITMENTS:

19.1 The Purchaser/s or himself/herself/themselves with intention to bind all persons into whatsoever hands the said Premises may come do hereby covenant with the Promoter as follows: -

- a) To maintain the said Premises at Purchaser/s own cost in good tenable condition from the date of possession of the said Premises is taken and shall not do or suffered to be done anything in or to the said building in which the said Premises is situated, staircase or any passage, which may be against the rules, regulations or bye-laws of TMC and/or concerned local or any other authority or change/alter to make addition in or to the said building in which the said Premises is situated and the said Premises itself or any part thereof.
- b) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or so heavy so as to damage the structure and/or construction of the said building in which the said Premises is situated or storing of which goods are objected to by TMC or the concerned local or other authority and shall not carry

or cause to be carried heavy packages on upper floors which may damage the structure and/or construction of the said building in which the said Premises is situated and in case any damage is caused to the said building in which the said Premises is situated or the said Premises itself on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

- c) To carry out at his/her/their own cost, all internal repairs of the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s and shall not do or suffer to be done anything in or to the said Building in which the said Premises is situated or do any act contrary to the rules and regulations and bye-laws of the TMC and/or concerned local authority or other public authority and in the event of the Purchaser/s committing any act in contravention of the above provision the Purchaser/s shall be responsible and liable for the consequence thereof to TMC and/or the concerned local authority and/or other public authority.
- d) Not to demolish or cause to be demolished the said Premises or any part thereof or at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof nor any alteration in the elevation and outside colour scheme of the said building in which the said Premises is situated and shall keep the said Premises, sewers, drains, pipes in the said Premises and appurtenances thereto in good tenable condition and in particular so as to support, shelter and protect the other parts of the said building in which the said Premises is situated and shall not chisel or in any other manner to damage to columns, beams, wall, slabs or RCC Partis or other structural changes in the said Premises and/or carry out any structural changes or renovation of the said Premises without the prior written permission of the Promoter and/or the Proposed Society and TMC.
- e) The Purchaser shall use the passenger lifts in the building for the purpose and under the rules framed by the Promoter or the proposed Society. All persons using lifts shall do so at their own risks. The Purchaser shall not carry or cause to be carried heavy or bulky packages to the upper floors by passenger lifts. The Purchaser shall not cause any damage to the lifts, staircases, common passages or any other parts of the said building/s.
- f) The Purchasers shall allow the Promoter and their surveyors or agents with or without workmen and others at all reasonable times free and unobstructed access to and shall be entitled to enter into and upon the Premises or any part thereof to view and examine the state and condition thereof and Purchaser shall make good the

repairs, if any, required by the Promoter within fifteen days of the giving of such notice in writing by the Promoter to the Purchaser.

- g) The Purchaser shall not affix any sign-boards or advertisement outside the building/s nor shall he affix any neon light without the prior consent in writing of the Promoter.
- h) Not to do or permit to be done any act or thing which may render void or voidable any insurance on the said property and the said building in which the said Premises is situate or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- i) 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 said property and the said building in which the Premises is situate.
- j) Pay to the Promoter within 15 days of the demand by the Promoter their share of security deposit demanded by TMC and/or concerned local authority or MSEB or TMC or Statutory Authority or other service provider for providing water, electricity or any other services connections to the said building in which the said Premises is situate.
- k) The Purchaser/s shall not let, sub-let, transfer assign or part with Purchaser/s interest or benefit of this agreement or part with possession of the said Premises until all the dues payable by the Purchaser/s to the Promoter under this agreement including the monthly outgoings are fully paid up and only if the Purchaser/s had not been guilty of breach or non-observance of any of the terms and conditions of this agreement and until the said Purchaser/s has taken written permission of the Promoter in that behalf.
- l) The Purchaser/s shall observe and perform all the rules and regulations and bye laws of the Proposed Society as may be formed and the addition, alterations or amendments thereof, that may be made from time to time for protection and maintenance of the said building and the said Premises therein and for the observance and the performance of the building rules, regulations and Bye-Laws for the time being of the TMC and/or concerned local authority and of Government and other public authority. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the such Proposed Society regarding the occupation and use of the said Premises in the said building and shall pay and contribute regularly and punctually towards the various taxes, expenses and/or other outgoings in accordance with the terms of this agreement.

- m) The Purchaser/s shall insure and keep insured the said Premises against any loss or damages caused by fire or any other calamities for the full value thereof.
- n) The Purchaser shall from the date the Purchaser are handed over possession of the said Premises bear and pay proportionately and also any increase in the all rates, taxes, N. A. taxes, charges, cess and duties, dues, impositions, assessments, land tax, land revenue tax, water charges if any and other taxes, fines, penalties and outgoings levied, imposed or assessed in respect of the tenement and/or the said property and/or the said building by the TMC or the Government of Maharashtra or any other local or public body or authority and payable either by the Premises purchasers thereof or which are indirectly levied on and collected by the Municipality or other authority from each Premises Purchaser. (So long as each of the tenement shall not be separately assessed, or if the levy is made collectively on the said building, the Purchaser shall pay his share of such levy in proportion in which the area of the tenement bears to the total of the tenements contained in the said building as the case may be). However, it will not require the Promoter to contribute a proportionate share of the maintenance charges of the Premises which are not sold and disposed of by the Promoter in the said building. The proportionate amounts payable as determined by the Promoter/the Proposed Society as may be formed shall be final and binding on all the Purchaser/s.
- o) If any other taxes, such as GST or VAT and other taxes are levied by the State or Central Government, on this Agreement then the Purchaser/s alone shall be liable to pay such taxes even before or after the possession of the Premises is handed over to the Purchaser, when such taxes become due and payable but within seven days of demand by the Promoter.
- p) The Purchaser/s can fix name boards, AC plants only at such locations and of such size as may be approved by the Promoter any breach of this term shall entitle the Promoter to remove the said Boards/AC at the cost of the Purchaser/s.
- q) The Promoter may outsource the day to day maintenance of the proposed new building in favour of a third Party Facilities Management Services Firm and the Purchaser/s herein hereby give their consent for the same.
- r) The Purchaser/s shall not be entitled to claim possession of the said Flat until the Occupation or part occupation certificate is received from the local authority and the Purchaser/ss has paid all dues payable under this Agreement in respect of the said Flat to the Promoter and has paid the necessary maintenance amount/deposits, service tax, GST, vat and other taxes payable under this Agreement.

- s) That the Purchaser/s shall indemnify and keep indemnifying the Promoter against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Purchaser/s.
- t) That the Purchaser/s shall be entitled to use only the amenities and facilities meant for the common use of the said building and shall not be entitle to claim or use the facilities meant for the exclusive use and benefit of other buildings or residents. The facilities for common use and benefit for the building in which the subject flat is situate are described in the third schedule hereunder written. Similarly the amenities and facilities for other buildings or residents are described in the third schedule hereunder written under the caption of restricted facilities and the Purchaser shall be restricted from using the same.
- t) That nothing herein contained shall construe as entitling the Purchaser/s any right on any of the adjoining, Neighboring or the remaining buildings/ common areas/wings etc. of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the Purchaser/s to the Promoter in this regards.

20. **FORBEARANCE NOT TO BE CONSTRUED AS WAIVER**

20.1 No forbearance, indulgence or relaxation or inaction by the Promoter at any time to require performance of any of the provisions of these presents shall in any way effect, diminish or prejudice their rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of those presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

21. **SALE ONLY OF THE PREMISES**

21.1 Nothing contained in this agreement is intended to be nor shall be construed as a grant assignment, demise of the said Premises or any part thereof or the said Property of the building/s or any part thereof in law. The Purchaser shall have no claim save and except the Premises that is agreed to be sold to him/her/them under this Agreement. All other open spaces parking Spaces, lobbies, staircases, terraces etc. shall remain the Property of the Promoter.

22. **PROMOTER TO HAVE FIRST LIEN ON THE PREMISES**

22.1 Notwithstanding anything contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in future by the Promoter) and notwithstanding the Promoter giving any no objection/permission for mortgaging the said Premises or for creating any charge or lien on the said Premises the

Promoter shall have first possessory lien and first exclusive legal charge on the said Premises and all the right, title and interest of the Purchaser/s under this Agreement for recovery of any amount due and payable by the Purchaser/s to the Promoter under this Agreement or otherwise.

23. USE OF TERRACE AND OPEN SPACES AND CREATE THIRD PARTY RIGHTS IN RESPECT OF THE SAME

23.1 It is expressly clarified that the Promoter shall retain exclusive rights in the top most terrace and open spaces of the proposed new building (save and except terraces attached to individual Premises if any) till the completion of the Project. In the event the Promoter obtains any permission from TMC for construction of any type of Premises on the terrace of the said building/s the Promoter shall be entitled to deal with and dispose of such constructed Premises to any such person/s or parties at such rate and on such terms as they may deem fit and proper. The Promoter in such circumstances shall be entitled to allot the entire top floor of the building and the terrace and the structures built thereon to the buyers of such Premises or to retain the same with themselves. The Purchaser/s shall not be entitled to raise any objection to accept such buyer as a member of the Proposed Society.

23.2 It is expressly agreed that the Promoter shall have an irrevocable and perpetual right and be entitled to put a hoarding signboards, telecommunication installations v-sat dish antenna on the said property or any parts of the building or buildings or said new building including on the terrace and on the parapet wall on the said property and the said hoardings may be illuminated or comprising of neon sign and for that purpose, the Promoter are fully authorised to allow temporary or permanent construction or erection for installation either on the exterior of the buildings or said new building or on the said property as the case may be and further the Promoter shall be entitled to use and allow third parties to use any part of the building and the property for installation of cables, satellite, communication equipment, cellular telephone equipment, dish antenna, radio turnkey equipment, wireless equipment etc. The Purchaser/s agrees not to object or dispute the same. It is further expressly agreed that the Promoter shall have an irrevocable and perpetual right and be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof and the Purchaser/s shall not have any right or entitled to any such the rents, profits and other compensation including any increase thereof or any part thereof. All the rents, profits and other compensation including any increase thereof shall be solely and absolutely belonging to the Promoter.

23.3

24. **PROMOTER RIGHT TO MORTGAGE THE PROPERTY**

24.1 After the Promoter executes this Agreement the Promoter shall not mortgage or create a charge on the Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s who has taken or agreed to take such Flat.

24.2 The Promoter shall be at absolute liberty and shall have right to mortgage / assign/charge/transfer or deal with their rights title and interest in respect of the said Property or any part thereof or any constructed portion or premises therein, which they are entitled to construct and/or sell to third Party Purchasers to any financial institution or bank for the purpose of raising finance for completion of the said development work under taken by them in respect of the said property. The Purchaser/s hereby gives express consent to the Promoter for creating such a mortgage/charge. This consent is an express understanding that any such loan liability shall be cleared by the Promoter, solely at their own costs and expenses without any recourse to the Premises Purchaser/s.

25. **NO ASSIGNMENT OR GRANT OR DEMISE OF PROPERTY**

25.1 The Purchaser/s agrees and confirms that nothing contained in these presents is intended to be nor shall be construed as a grant, demise or assignment of the said property or any part thereof in any manner whatsoever and the intention of the parties is not to sell or transfer the said property or any part thereof and further that no right title or interest was created in favour of the Purchaser/s at any point of time in the said Building and the said unit/Premises herein and will not be created till such time the construction of the said unit/Premises is completed by the Promoter on his own and in pursuance thereof the possession is given by the Promoter to the Purchaser/s on payment of full consideration thereof and the intention of the parties hereto is subject to receipt of full consideration as agreed herein always is and shall be to sell the said unit/Premises alone as and when the construction whereof is completed and the unit/Premises is ready for occupation at which point of time a sale shall take place by handing over of the possession by the Promoter to the Purchaser/s only under a written possession letter to be issued. The parties hereto confirm and agree that the consideration agreed to be paid by the Purchaser/s is for the purchase of the said unit/Premises and not divisible towards consideration for a part of the said property and for the construction of Premises. The Purchaser shall have no right, title or interest therein till such time the work of development of the said property is completed to the satisfaction of the Promoter and the Occupation Certificate in that respect is received by the Promoter and till such time the said property or part thereof and all open spaces, parking spaces, lobbies, stair-cases,

terraces, recreation spaces, etc. and the said unit/Premises will remain the property of the Promoter. For removal of doubts it is clarified that the goods namely the said property or the said unit/Premises is not intended to pass under these presents from the Promoter to the Purchaser/s and the Purchaser/s shall not exercise any rights of whatsoever nature over the same till such time the Occupation Certificate is received and the possession in pursuance thereof is parted with to the Purchaser/s and that till such time possession is handed over, the significant risks and rewards of the said unit/Premises and the said property shall not pass to the Purchaser/s and till such time the effective control and management shall continue to remain with the Promoter till formation and handover of the said Flat and the said building in favour of the Proposed Society. The Purchaser/s hereby agrees and declares that he/she/they shall at no point of time ask for independent rights in the said Building/s and/or in the said property.

25.2 The Purchaser/s shall have no claim against the Promoter save and except in respect of the said Premises hereby agreed to be allotted/ sold under this Agreement, so that the open spaces, parking spaces, lobbies, staircases, lifts, common entrances, common passages or terraces (save as herein provided) and rights in respect of remaining or future FSI and/or TDR , including all rights that may be available in respect of the said Property in future will remain the property of the Promoter and/or the Proposed Society as per their mutual agreement. The open spaces, common entrance, common passages, lobbies, staircases and lifts shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purposes or anything else. The Purchaser/s shall not use or permit the use of common entrance, common passages, open spaces, lobbies, staircases for storage of or for use by servants at any time.

26. **PREMISES PURCHASER NOT TO CLAIM PARTITION OF PROPERTY**

26.1 The Purchaser shall not be entitled to claim partition of his/her/their share in the said Property and the said building/s and the same and shall always remain undivided and impartible. The Promoter shall be entitled to amalgamate the Property with adjoining Property or sub divide the same as may be necessary for more beneficial use and enjoyment of the said Property , if desired by the Promoter or for abiding to any norms of the TMC or any statutory authority and the Purchaser /s shall have no right to object the Promoter for any reason whatsoever.

27. **INSURANCE**

27.1 The Promoter undertake to comply with the provisions of insurance as provided under the said Act Provided that such a policy is available with the Insurance Companies.

28. **BINDING EFFECT**

28.1 Forwarding this Agreement to the Purchaser/s by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser/s until, firstly, the Purchaser/assigns 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/s 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/s 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/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever.

29. **ENTIRE AGREEMENT**

29.1 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 Unit /building, as the case may be.

30. **RIGHT TO AMEND**

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

31. **NOTICES**

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

_____ Name of Purchaser/s
_____ (Purchaser/s's Address)

Notified Email ID :

M/s _____ Promoter
_____ (Address)

Notified Email ID : _____

31.2 It shall be the duty of the Purchaser/s 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 Purchaser/s, as the case may be. Further, that in case there are Joint Purchaser/ss all communications shall be sent by the Promoter to the Purchaser/s 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 Purchaser/s.

32. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ASSIGNS/SUBSEQUENT PURCHASER/SS

32.1 It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchaser/s or assigns of the Purchaser herein of the [Flat/Premises], in case of a transfer, as the said obligations go along with the [Flat/Premises] for all intents and purposes.

33. SEVERABILITY

33.1 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.

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

34.1 Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment, in common with other Purchaser/sin Project, the same shall be in proportion to the carpet area of the Purchasers' Flat.

35. FURTHER ASSURANCES

35.1 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.

35.2 The Purchaser/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition / sale / transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he / she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter accepts no responsibility in this regard. The Purchaser/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/s to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment / remittances on behalf of any Purchaser/s and such third party shall not have any right in the application / allotment of the said Flat/Premises applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Purchaser/s only.

35.3 For the purpose of this transaction the Promoter has relied on the representations of the Purchaser/s that the amount of total consideration in respect of the said Flat/Premises payable by the Purchaser/s to the Promoter or portion thereof is not originated from any proceeds of crime including but not limited to those envisaged under the provisions of Prevention of Money-Laundering Act, 2002 / Benami Transactions (Prohibition) Amended Act, 2016 amended up-to-date, and rules thereunder.

35.4 The purchaser/s shall be liable to pay the Tax Deducted at Source ("**TDS**") on the full value (and not payment in instalments) of the price/consideration of the said Apartment as mentioned in the agreement, as per Section 194 IA of the Income Tax Act, 1961, to the concerned government authority, compulsorily on or before 7th (seventh) day of the month subsequent to the month in which the agreement is registered and

shall handover a copy of challan and certificate from the appropriate / concerned authority in that regard to the Promoter within 7 (seven) days from the date of payment of the TDS. The amount of the TDS so paid by the purchaser/s to the concerned government authority shall be non-refundable in nature, on the part of either the government or of the Promoter; and the same shall be non-refundable even in case of cancellation / termination of this Agreement. In case the purchaser/s fails to deposit the TDS as detailed above, the purchaser/s alone shall be liable and responsible to bear and pay entire cost of interests, penalty et cetera that may be imposed by the Department of Revenue, Ministry of Finance, Income tax department, under the Income Tax Act, 1961 or any concerned government authority in that regard; and the purchaser/s shall not be entitled to demand and recover the same from the Promoter in any circumstances whatsoever. Provided that any deduction of an amount made by the Purchaser/s on account of Tax Deducted at Source (TDS), as may be required under the present Income Tax Act, 1961, under section 194IA, read together with the Income Tax Rules, 1962, as per present prevailing law or such other Acts that may be introduced or substituted for the Income Tax Act, 1961 whether called the Direct Tax code or by such other name, to govern the deduction and payment of the TDS in respect of purchase of Immoveable property, while making any payment to the Promoter under this Agreement shall be acknowledged / credited by the Promoter to the account of the Purchaser/s, only upon Purchaser/s submitting the Original certificate, evidencing deduction and payment of such tax deducted at source as may be prescribed by the Law and rules governing the deduction of TDS, presently Income Tax Act, 1961 and the Income Tax Rules, 1962. Further such credit shall be subject to, confirmation of the amount so deducted reflecting in the TDS/Tax credit account of the Promoter, presently reflected in form 26AS as prescribed under the present prevailing laws or such other forms/certificates that may be prescribed in future to acknowledge credit of taxes paid or deducted on behalf of the Promoter on the website of the Income tax Department or of any agency so appointed by the Income tax department or relevant authorities as the case may be to manage, govern or regulate the collection and deduction of Income tax. Provided further that at the time of handing over the possession of the said Flat/Premises if any such certificate(s) has not been produced or submitted by the Purchaser/s to the Promoter, the Purchaser/s shall pay/deposit an equivalent amount as interest free deposit with the Promoter, which deposit shall be refunded by the Promoter on the Purchaser/s producing such certificate(s) within 4 months of taking possession of said Flat/Premises. Provided further that in case the Purchaser/s fails to produce such certificate(s) within the stipulated period of the 4 months, the Promoter shall be entitled to appropriate the said Deposit against the sum(s)/dues receivable from the Purchaser/s.

36. PLACE OF EXECUTION

36.1 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/s, and after the Agreement is duly executed by the Purchaser/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the concerned office of the Sub-Registrar at Thane. Hence this Agreement shall be deemed to have been executed at Thane. The Purchaser/s and/ or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Indian Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.

37. GOVERNING LAW

37.1 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 in Thane will have exclusive jurisdiction in respect of the matters arising from or under this Agreement.

38. SET BACK COMPENSATION

38.1 The Promoter shall be entitled to claim and receive set back compensation (either in the monetary form or as FSI or TDR as the case may be) for the Property, which may be so notified by the concerned authorities prior to the transfer of the said Property described in the first Schedule in favour of the said Society/Condominium/Company.

39. ELECTRICITY DEPOSITS

39.1 If there is any liability that may arise for installation of a transformer for proper electricity supply to the said Building, whether in the Flat/Premises of the Building or outside, the costs and expenses of the same shall be proportionately borne by the Purchaser/s and shall be paid to the Promoter within 8 (eight) days of intimation in that regard by the promoter to the Purchaser.

40. MISCELLANEOUS

40.1 If any change in area, walls, site plan, or room, portion of Flat/Premises etc. are required to be made before handing over possession of the said Flat/Premises to the Purchaser/s, as a result of peculiar site conditions or as per the discretion of the Promoter or requirement of any local authorities like TMC etc., the Promoter shall have a right to

effect the change without consent from the Purchaser/s. The Purchaser/s hereby gives his irrevocable consent and co-operation for the said change in area of the said Flat/Premises.

40.2 The common areas mentioned in the Third Schedule hereunder written are for the common use and enjoyment of all the Premise Purchasers subject to the rules and regulations laid down by the Promoter which are to be observed and performed by the members of the Co-Operative Society and subject to the payment of any charges, if any, levied or fixed by the Promoter from time to time for use and enjoyment of such common amenities as hereinafter provided.

40.3 The Promoter shall not be liable to maintain or contribute towards the costs and expenses incurred for the maintenance and upkeep and repair of the common amenities after the charge of the building is handed over to the Proposed Society of the flat purchasers or allottees and the same shall be the responsibility of the Purchaser/s along with the other Purchaser/s.

40.4 The headings or titles given to this agreement are given only for the purpose of convenience.

41. STAMP DUTY AND REGISTRATION CHARGES

41.1 All costs charges and expenses arising out and incidental to this Agreement, including stamp duty, deficit duty, penalty if any and registration charges payable for this Agreement or any agreement or deed or document as may hereafter be executed in pursuance of this Agreement shall be borne and paid by the Purchasers exclusively.

42. This Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder and also Maharashtra Ownership Flats Act 1963 and rules made thereunder.

IN WITNESS WHEREOF the parties hereto have executed these presents in duplicate, the day and the year first hereinabove written.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO

(Description of Property)

All that pieces and parcels of land or ground being Plot bearing Gut No.56/5(A)2 & 56/6(B) Sector 4 of Revenue village _Chitalsar Manpada, Thane West- _____ admeasuring in aggregate approximately 19,599.00 sq. meters and within the District and registration District of Thane.

THE SECOND SCHEDULE HEREINABOVE REFERRED TO

(Description of Residential Premises)

Unit/ Flat/ Premises bearing No. _____ of _____ type, admeasuring _____ Sq. Mtrs. carpet area inclusive of enclosed balcony area Sq.mtrs.. on the _____ floor of the Building SI as shown in the floor plan annexed as Annexure "Q" hereto

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Areas, Limited Common Areas And Facilities for Free sale Buildings)

(a) "Common Areas and Facilities meant for the use Free Sale Building;

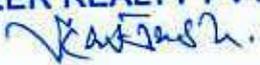
1. The foundation, columns, beams, supports, ducts, chajjas, corridors, staircases, entrance lobbies exits of the said building.
2. The elevators in the building including the lift well, the lift machine room, stairs leading to the lift machine room and entrance to the lift cabin.
3. The Underground Tank and the Overhead Tanks with all GI pipe fittings including Pump Room, Pumps, Switches and Water meter.
4. Electrical installations, including the wiring of the electric cabins meter and the meters of the Premises/Premises Buyers.
5. Other facilities and amenities as set out in Annexure __ hereto. **(Note: Clients to prepare the List of Amenities and Facilities setting out clearly the nature of the said amenities and facilities and whether they are for common use of all the buildings or otherwise)**

(b) Exclusive Facilities for Free Sale Buildings

1. Business Centre
2. Indoor Lounge
3. Art & Music Studio
4. Library
5. Creche
6. Gymnasium with Steam
7. Zumba Centre,

d) Restricted Areas/Rights meant exclusively for Members Buildings(clients to fill)

SIGNED AND DELIVERED by the)
within named the Promoter/Owner)

For PEER REALTY PVT. LTD.

Authorised Signatory/Director.

PEER REALTY PRIVATE LIMITED

in the presence of)

1.

2

SIGNED SEALED & DELIVERED by)

the within named PURCHASER/S)

in the presence of)

RECEIVED _____

WITNESS: For _____

PROMOTER

Dated this ____ day of _____ 2019

... Promoter

AND

..... Purchaser/s

AGREEMENT FOR SALE

Housiey.com

M/S. SHIRALKAR & CO.,
ADVOCATES & SOLICITORS,
16, Bansilal Mansion, 1st Floor,
11, HomiModi Street, Fort,
Mumbai- 400001.