

Ward No. :
 Village : Gandhare
 Flat area : _____ sq.mts. carpet
 Actual Value : Rs. _____
 Market Value : Rs. _____
 Pan No. :

AGREEMENT FOR SALE

THIS AGREEMENT MADE AT KALYAN

ON THIS ___ DAY OF _____ 2025

B E T W E E N

M/s. **Mohan Lifespaces LLP**, a Limited Liability Partnership firm, registered under Limited Liability Partnership Act, 2008, having its office at - G-1, Ground Floor, Mohan Plaza, Near Mohan Pride, Wayale Nagar, Kalyan (West), District Thane, having PAN No. AASFM8768R through its partner _____ hereinafter called and referred to as the **Promoter** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Partners constituting the said firm for the time being, their heirs, legal representatives, executors and administrators) being the Party of the First Part;

A N D

 _____ occupation having PAN No.
 _____ residing at _____

hereinafter called and referred to as the **Purchaser/s** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her heirs, executors, administrators and assigns) being the Party of the Second Part;

WHEREAS Shri Tukaram Sukrya Patil and Others are the owners of all those pieces and parcels of land lying, being and situate at Village Gandhare, Taluka Kalyan, Dist. Thane within the limits of Kalyan Dombivli Municipal Corporation bearing:

Survey No.	Hissa No.	Area sq. mts
62	Part	520
15	6 Part	740
17	3	3790
18	2-B	3140
23	2 Part	6900
23	2 Part	6800
14	3	1200
Total →		23090

hereinafter called and referred to as the **Property No. I**

WHEREAS Shri Tukaram Sukrya Patil and Others by and under the agreement dated 06.12.2006 agreed to grant the said property along with its development rights to M/s. Mahaveer Traders, Shri Bhanubhai Ravji Talaviya and Shri Ramji Govardhan Savalia at and for the price / consideration and on the terms and conditions therein contained and in pursuance thereof have also granted the Power of Attorney on 06.12.2006 in favour of the said M/s. Mahaveer Traders, Shri Bhanubhai Ravji Talaviya and Shri Ramji Govardhan Savalia and the said agreement and power of attorney are registered at the

office of Sub-Registrar of Assurances at Kalyan - 2 under serial No. 7825/2006 and 299/2006 respectively.

AND WHEREAS by and under Agreement dated 15.04.2011 registered at the office of Sub-Registrar of Assurances at Kalyan -2 under serial No.3790/2011 made and executed between Shri Tukaram Sukrya Patil and Others as the Owners, M/s. Mahaveer Traders, Shri Bhanubhai Ravji Talaviya and Shri Ramji Govardhan Savaliya as the Assignors and M/s. Mohan Life spaces LLP viz. the Promoter herein as Assignee, the Promoter herein acquired the **Property No. I** for development and in pursuance thereof, a Power of Attorney is also executed on 15.04.2011 by the above persons in favour of the Promoter and the same is also registered at the office of Sub-Registrar of Assurances at Kalyan-2 under serial No. 121/2011.

AND WHEREAS Smt. Shamibai Vishnu Patil and Others are the Owners of all those pieces and parcels of land lying, being and situate at village Gandhare, Taluka Kalyan, Dist Thane within the limits of Kalyan Dombivli Municipal Corporation bearing:

Survey No.	Hissa No.	Area sq. mts
62	1	520
15	6/1	760
9	5/1	2450

hereinafter called and referred to as the **Property No. II**

AND WHEREAS Smt. Shamibai Vishnu Patil and Others as Owners, Shri Laxman Kalu Patil and Others as First Confirming and M/s. Bhanu Corporation as the Second Confirming Party and Shri Chandrakant Shivram Aher and Others as Third Confirming Party by and under Development Agreement dated 16.06.2-005 registered at the office of Sub-Registrar of Assurances, at Kalyan - 1 under serial No. 4257/2005 granted the development rights in respect of the **Property No. II** to M/s. Vijay Builders and Developers at and for the price / consideration and on the terms and conditions therein contained and in pursuance thereof, the said Smt. Shamibai Vishnu Patil and Others have collectively executed a Power of Attorney in favour of M/s. Vijay Builders and Developers on 16.06.2005 and the same is registered at the office of Sub-Registrar of Assurances at Kalyan - 1 under serial No. 471/2005

AND WHERAS further by and under an agreement dated 23.12.2011 the said M/s. Vijay Builders and Developers granted and assigned the development rights of the **Property No. II** to the Promoter herein and in pursuance thereof also executed Power of Attorney in favour of the Promoter and the same are registered at the office of Sub-Registrar of Assurances at Kalyan-2 under serial No. 2106/2012 and 2107/ 2012 respectively.

AND WHEREAS Shri Malubai Kashinath Madhavi and Others are the Owners of all those pieces and parcels of land lying, being and situate at village Gandhare, Taluka Kalyan, Dist Thane within the limits of Kalyan Dombivli Municipal Corporation bearing Survey No. 15/5 admeasuring 11400 sq. meters and Survey No. 23/1 admeasuring 2800 sq. meters.

AND WHEREAS the said Owners by and under the Agreement dated 27.08.2007 registered at the office of Sub-Registrar of Assurances at Kalyan-1 under serial No.1223/2008 have entered into agreement with M/s. Moreshwar Builders and Developers and in pursuance thereof have also granted the power of attorney in favour of M/s. Moreshwar Builders and Developers and the same is registered at the office of Sub-Registrar of Assurances at Kalyan - 1 under serial No.1224/2008.

AND WHEREAS in pursuance to the said agreement the said M/s. Moreshwar Builders and Developers by and under Agreement dated 27.04.2016 registered at the office of Sub-Registrar of Assurances at Kalyan-1 under serial No.3766/2016 granted, assigned and transferred all those portions of land totally admeasuring **7750 sq. meters** in favour of the Promoter herein comprising of

Survey No.	Hissa No.	Area sq. mts	Reservation Site No.
15	5	1150	24 mt wide Road
15	5	1800	106 (High School)
15	5	4465	107 (Play ground)
23	1	335	107 (Play ground)
	Total →	7750	

and in pursuance thereof the said Moreshwar Builders and Developers for self and constituted attorney for Malubai Kashinath Madhavi and others granted power of attorney in favour of the Promoter herein and the said power of attorney registered at the office of Sub-Registrar of Assurances at Kalyan-2 under serial No.3767/2016, hereinafter called and referred to as the **Property No. III.**

AND WHEREAS by and under Deed of Conveyance dated 14.03.2023 registered at the office at the Sub-Registrar of Kalyan-2 under Serial No. 6000/2023 on 17.03.2023, made and executed between Owners and the Promoters herein namely M/s. Mohan Life spaces LLP as the Purchaser, the Promoters herein acquired all that piece and parcel of land at village Gandhare, Taluka Kalyan, Dist. Thane totally admeasuring 7750 Sq. meters within the limits of Sub-Registrar of Assurances at Kalyan-2 hereinafter called and referred to as the **Property No. III** and said property No. III stand mutated in the name of the Promoters as evidenced by mutation entry No. 1610 dated 5.05.2023.

AND WHEREAS as recited herein above, the Promoter herein are well and sufficiently entitled to and / or seized and possessed of all those piece and parcels of land being denoted as Property No. I, II, III hereinafter called and referred to as the "**Entire property**" comprising of;

S.No./H.No.	Area sq. mts	Name of Owners
62/2	520	Gyanba Sukrya Patil & Ors
15/6 /2	740	Gyanba Sukrya Patil & Ors
17/3	3790	Gyanba Sukrya Patil & Ors
18/2/1	3140	Gyanba Sukrya Patil & Ors
23/2 /1	6900	Gyanba Sukrya Patil & Ors
23/2 /2	6800	Gyanba Sukrya Patil & Ors
14/3	1200	Gyanba Sukrya Patil & Ors
62/1	520	Shamibai Vishnu Patil & Ors.
15/6/1	760	Shamibai Vishnu Patil & Ors.
9/5/1	2450	Shamibai Vishnu Patil & Ors.
15/5	7415	M/s. Mohan Lifespaces LLP
23/1	335	M/s. Mohan Lifespaces LLP

AND WHEREAS the land bearing Survey No. 62/2, 15/6/2, 17/3, 18/2/1, 23/2/1, 23/2/2, 62/1, 15/6/1, 9/5/1 is converted to non-agricultural use under the Order of the Collector, Thane bearing No. Mahsul / Kaksha-1 / T-7/NAP / Gandhare – Kalyan / SR – 201 / 2012 dated 15.04.2013.

AND WHEREAS the land bearing Survey No. 15/5 and Survey No. 23/1 is converted to non-agricultural use under the Order issued by Tahsildar Kalyan bearing No. Mahsul/ Kaksha-1 / T-2/Jaminbab / Sanad / SR – 128 / 2022 dated 21.11.2022 .

AND WHEREAS the Promoter have merged an area admeasuring 5615 sq. meters out of Survey No. 15/5 and an area admeasuring 335 out of Survey No.

23/1 with other Survey Numbers of adjacent properties of Promoters and thus have submitted plans for sanction and approval for the total amalgamated land admeasuring 48150 sq. meters to the Kalyan Dombivali Municipal Corporation and Corporation have granted permission/sanction for construction and development of said properties and Promoters have obtained completions of the same.

AND WHEREAS out of the said land admeasuring 48150 sq. meters a land admeasuring 7283 sq. meters is affected by Road Acquisition, 13774 sq. meters is affected by Reservation Site No. 107 (Play Ground) and 3507 sq. meters is affected by Primary School reservation and thus after deducting the total area admeasuring 24564 sq. meters being affected by reservations, the balance land admeasures 23586 sq. meters was developed by Promoters on adjacent lands by obtaining permissions/ sanctions/ approvals and completions.

AND WHEREAS out of the Entire Property an area admeasuring **13774 sq. meters** comprising of all those pieces and parcels of land lying, being and situate at village Gandhare, Taluka Kalyan, District Thane within the limits of Kalyan Dombivli Municipal Corporation consisting of

S. No./ H.No.	Total Area (sq. mts)	Out of that (sq. mts)	Owner
15/5	7415	4465	Mohan Lifespaces LLP
23/1	335	335	Mohan Lifespaces LLP
15/6/1	760	430	Shamibai Vishnu Mhatre & Ors
62/1	520	520	Shamibai Vishnu Mhatre & Ors
15/6/2	740	204	Gyanba Sukrya Patil & Ors
23/2/1	6900	6200	Gyanba Sukrya Patil & Ors
23/2/2	6800	1100	Gyanba Sukrya Patil & Ors
62/2	520	520	Gyanba Sukrya Patil & Ors
Total →		13774	

is affected by Reservation Site No. 107 (Play Ground);

AND WHEREAS the Promoter has followed the requisite procedure with the Kalyan Dombivali Municipal Corporation under the provisions of Accommodation Reservation and have submitted the plans for sanction and approval;

AND WHEREAS the Kalyan Dombivali Municipal Corporation have granted the sanction and approval under its building commencement certificate bearing No. KDMC / TPD / BP / KD/ 2024-25 / 25 dated 15.10.2024 wherein the Promoter as per the Accommodation Reservation Policy and the Certificate dated 14.06.2024 issued De-con Consultants, an admeasuring **9641.80** sq. meters is under obligation to hand over to Kalyan Dombivali Municipal Corporation comprising of

Survey No./Hissa No.	Area (sq. mts)
15/5	3125.50
23/1	234.50
15/6/1	301.00
62/1	364.00
15/6/2	142.80
23/2/1	4340.00
23/2/2	770.00
62/2	364.00
Total →	9641.80

and accordingly, on the land admeasuring **4132.20 sq. meters** comprising of all those pieces and parcels of land lying, being and situate at village Gandhare, Taluka Kalyan, District Thane within the limits of Kalyan Dombivli Municipal Corporation consisting of

Survey No./Hissa No.	Area (sq. mts)
15/5	1339.50
23/1	100.50
15/6/1	129.00
62/1	156.00
15/6/2	61.20
23/2/1	1860.00
23/2/2	330.00
62/2	156.00
Total →	4132.20

the Promoter as per the sanctioned plans and permissions is entitled to carry out and construct the building consisting of Stilt (pt), Ground (pt), 1st to 9th level Podium, 10th Floor (Amenity), 11th Floor (Service Floor) and 12th to 28th Floor (Residential);

AND WHEREAS Promoter has obtained letter of Intent for proposed development of 29th floor to 58th Residential Floor, 59th Recreational floor, 60th floor being Terrace on the abovementioned properties.

AND WHEREAS the land admeasuring **4132.20 sq. meters** on which the above said building as per the sanctioned plans and permissions is to be constructed is hereinafter called and referred to as the “said property” and more particularly described in the schedule hereunder written;

AND WHEREAS the Promoters have commenced the construction work on the said property.

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

AND WHEREAS thus M/s. Mohan Lifespaces LLP, the Promoter herein is well and sufficiently entitled to the said entire property described in the First Schedule hereunder written and in pursuance to the sanctioned plans and permissions the Promoter herein is well and sufficiently entitled to carry out the construction on the land admeasuring 4132.20 sq. meters described in the Schedule hereunder written in terms of the sanctioned plans and permissions with the right to use, utilise and consume the available and permissible maximum potentiality of floor space index, permitted increases as well as transferable development rights and to have further expansions and revisions thereto as per the Development Control Rules of the Municipal Corporation.

AND WHEREAS the Promoters have availed credit facilities from AXIS BANK Limited against the mortgage of the abovementioned property by executing Deed of Mortgage on 17.02.2020, registered at the office of Sub-Registrar of Assurances at Ulhasnagar-3 under serial No.1210/2020 and the Promoter has created charge of the said bank and subject to the creation of charge and mortgage of AXIS BANK Limited on the said property and in terms of the conditions and stipulations of the Mortgage Deed.

AND WHEREAS The Promoters have availed further credit facilities from AXIS BANK Limited against the mortgage of the abovementioned property by executing Deed of Mortgage on 20.01.2021, registered at the office of Sub-Registrar of Assurances at Ulhasnagar-3 under serial No.798/2021 and the Promoter has created charge of the said bank and subject to the creation of charge and mortgage of AXIS BANK Limited on the said property and in terms

of the conditions and stipulations of the Mortgage Deed, Promoter is entitled to deal and dispose off the flats and units constructed in the said property.

AND WHEREAS The Promoters have availed further credit facilities from AXIS BANK Limited against the mortgage of the abovementioned property by executing Deed of Mortgage on 27.10.2023, registered at the office of Sub-Registrar of Assurances at Kalyan-2 under serial No.22508/2023 and the Promoter has created charge of the said bank and subject to the creation of charge and mortgage of AXIS BANK Limited on the said property and in terms of the conditions and stipulations of the Mortgage Deed, Promoter is entitled to deal and dispose off the flats and units constructed in the said property.

AND WHEREAS by letter dated 23.06.2025 having Ref. No. AXISB/CBBMUM/2025-26/MLLP-1 issued by AXIS Bank, confirming flats/units of Project "Mohan Prestige" are not mortgaged to AXIS Bank.

AND WHEREAS the Promoter declares that the above referred agreements permissions and sanctions are still, subsisting and completely in force.

AND WHEREAS as per the above recited agreements and permissions, the Promoter is entitled to develop the said property and carry out the construction of the proposed building at their own costs and expenses and to dispose of the residential flats / units constructed in the building on ownership basis and to enter into agreements with the Purchaser and to receive the sale price in respect thereof and upon such disposal of the flats / units to convey the said land together with the building constructed thereon in favour of the cooperative housing society of all those several persons acquiring the respective flats / units.

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the said property in accordance with the recitals, disclosures, further expansions and future development as mentioned hereinabove which is clearly and elaborately brought to the notice and knowledge of the Purchaser by way of suitable and appropriate disclosures.

AND WHEREAS the Purchaser has gone through the sanctioned plans, permissions and permissions and have also seen and verified the disclosures of further expansions, future development as shown on the proposed plan annexed hereto and have after going through the same has accorded his express and irrevocable consent for the same.

AND WHEREAS relying upon the above recitals and disclosures and the scope of further and future development being understood by the Purchaser to which the Purchaser has granted his/ her consent, the Purchaser is offered a flat bearing No. _____ on _____ floor, admeasuring _____ sq.mt. carpet in _____ wing of Building No. _____ in the scheme of construction known as **Mohan Prestige** (herein after referred to as the said "premises") being constructed on the said property.

AND WHEREAS the Purchaser after going through the entire disclosures, the future course of expansion and development and also verifying the site of the building and the work of construction and its progress thereof, the site of infrastructural and recreational facilities and amenities and nature and scope thereof and after being satisfied about the same has agreed to enter into this agreement and further expressly and irrevocable declare that he shall not raise any objection, claim, demand or action in respect of the additions, modifications, changes and / or further alterations in the scheme of construction as may be permitted the concerned town planning authorities from time to time and accordingly has granted his / her express and irrevocable consent and confirmation for the same.

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

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

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

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

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

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

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

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building and the said fact of such stage of progress of construction work, building wise, phase wise completion is also disclosed and brought to the notice and knowledge of the Purchaser herein.

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

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

AND WHEREAS the Purchaser has applied to the Promoter for allotment of Flat being No. ____ on _____ floor in wing ____ situated in the building No. _____ being constructed on the said property described in the Schedule hereunder written being the said premises known as **Mohan Prestige**.

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

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

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

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

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

1. The Promoter shall construct the said building/s presently as per the sanctioned plans and permissions on the said property described in the Schedule hereunder written in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the premises of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.
- 1(a) The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser, the premises being flat bearing No. _____ on _____ floor, admeasuring _____ sq.mt. carpet inclusive of balconies and cupboard areas in _____ wing of Building No. _____ in the scheme of construction known as **Mohan Prestige** (herein after referred to as the said "premises") being constructed on the said property described in the Schedule hereunder written as shown in the Floor plan thereof hereto annexed and marked Annexure D for the price / consideration of Rs. _____ (Rupees _____ Only) including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule annexed herewith.

- 1(b) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos Admeasuring sq. ft. having ft. length x ft. breadth x.....ft. vertical clearance and situated at Basement and/or stilt and /or podium being constructed in the layout for the consideration of Rs. /-
- 1 (c) The Purchaser has paid on or before execution of this Agreement a sum of Rs. _____ (Rupees _____ only) as advance payment or application fees and hereby agrees to pay to that Promoter the balance amount of Rs. _____ (Rupees _____ only) and shall be deposited in RERA Designated Collection Bank Account, _____ Bank, _____ Branch having IFSC Code _____ situated at _____. In addition to above Bank Account, Promoters have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. _____ and _____ respectively. The Typical Floor Plan of the said Premises is annexed hereto & marked as Annexure "D".
- 1 (c) The Promoter hereby agrees to Allot to the Purchaser covered parking spaces bearing Nos _____, _____, _____, _____ admeasuring _____ Sq. ft. having _____ ft. length x _____ ft. breadth x _____ ft. vertical clearance and situated at Basement and/or Stilt and/or podium being constructed in the layout of the consideration of Rs. _____ /-.
- 1(d) As mutually discussed and agreed between the Promoters and the Purchaser/s, the said total consideration shall be paid by the Purchaser/s to the Promoters as per the Payment Schedule annexed hereto & _____ marked _____ as **ANNEXURE "E"** (Time being essence of the contract). The above consideration does not include various other charges, expenses more particularly mentioned in this Agreement and the same shall be paid by the Purchaser/s over and above the consideration mentioned herein on their respective due dates.
- 1(d) The Total Price above excludes all Property Taxes, Goods and Services Tax, Land Revenue, Non Agricultural Taxes, Other Taxes (Municipal/State/Federal) and/or other statutory duties (as and when applicable), levies, cesses, charges, deposits, premiums, duties imposed by the statutory authorities, stamp duty, registration charges, maintenance charges, layout maintenance charges, club house and other outgoings by any other name in respect of and applicable to the said property, project, building, flat existing on or imposed after the date of the Purchasers Application for Allotment / Request for Allotment, whether payable now and/or in future and / or those which is / are sub-judice, including interest and penalties thereon, including those which may become enforceable retrospectively and computed as per laws/rules/regulations, and shall be to the account and liability of and borne and paid by the Purchaser alone, without any delay/protest, including if such amounts are proposed to be deposited by the Promoter in fixed deposits, if such claims are sub-judice.
- 1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser 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, which shall only be applicable on subsequent payments.

- 1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Purchaser by discounting such early payments @__% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Purchaser by the Promoter.
- 1(g) The Promoter shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Promoter shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 1(h) The Purchaser authorizes the Promoter to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of floors in case of multi-storied building /wing.

- 2.1. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Premises.
- 2.2 Time is essence for the Promoter as well as the Purchaser. The Promoter shall abide by the time schedule for completing the project and handing over the premises to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(c) herein above. ("Payment Plan").
- 2.3 The Purchaser agrees to pay the Promoter interest calculated, at the rate of the highest marginal cost of lending as declared by State Bank of India as increased by two per cent, on all the amounts which become due and payable by the Purchaser to the Promoter under this agreement for the

period from the due date of payment till the date of the actual payment thereof.

2.4 The Purchaser shall be entitled to avail loan from a bank/financial institution and to mortgage the said premises by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoter. The Promoter shall be entitled to refuse permission to the Purchaser for availing any such loan and for creation of any such mortgage/charge in the event the Purchaser has/have defaulted in making payment of the sale price and/or other amount wise payable by the Purchaser under this Agreement.

2.5 All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said premises, servicing and repayment of the said loan and any default with respect of the said loan and /or the mortgage of the said premises, shall be solely and exclusively borne and incurred by the Purchaser. The Promoter shall not be incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.

2.6 In case the Purchaser entered into any loan/financing arrangement with any bank/financial institution, such bank/ financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement as per the demand letter from the Promoter. The Promoter shall have a first and prior charge on the said premises with respect to any amounts due and payable by the Purchaser to the Promoter under this Agreement. The Agreement and contract pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner.

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land as per the sanction plans and permissions as granted by the Kalyan Dombivali Municipal Corporation and Promoter has planned to utilize Floor Space Index of by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the proposed Floor Space Index to be utilized by him on the project land in the said Project and Purchaser has agreed to purchase the said Premises based on the proposed construction and sale of said Premises to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

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

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the

Purchaser committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement.

- 4.3 Provided that, Promoter shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.
- 4.4 Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Premises which may till then have been paid by the Purchaser to the Promoter.
5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts to be provided by the Promoter in the said building and the said Premises as are set out in **Annexure 'E'**, annexed hereto.
6. The Promoter shall give possession of the said premises to the Purchaser on or before _____ day of _____ 202__. If the Promoter fails or neglects to give possession of the said Premises to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the said premises with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.
- 6.1 The Purchaser shall take possession of the said premises within 15 days of the written notice from the Promoter to the Purchaser intimating that the said premises is ready for use and occupancy.
- 6.2 Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -
- i) War, civil commotion or Act of God;
 - ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- 7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the said premises, to the Purchaser in terms of this Agreement to be taken within 3 (three months) from the date of issue of such notice and the Promoter shall give possession of the said premises to the Purchaser. The Promoter agrees and undertakes to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser agree(s) to pay the maintenance charges as determined by the Promoter or association of Purchasers, as the case may be. The Promoter on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

- 7.2 The Purchaser shall take possession of the Said Premises within 15 days of the written notice from the promotor to the Purchaser intimating that the said Apartments are ready for use and occupancy:
- 7.3 Failure of Purchaser to take Possession of said premises: Upon receiving a written intimation from the Promoter as per clause 7.1, the Purchaser shall take possession of the said premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said premises to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable.
- 7.4 If within a period of five years from the date of handing over the said premises to the Purchaser, the Purchaser brings to the notice of the Promoter any structural defect in the said premises or the building in which the said premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
- 7.5 It is further clarified that the Promoter shall not be liable for defect liability due to wear and tear and/or defect caused due to Purchaser/ Allottee/lessee/licensee carrying out any alterations and modifications and/or physical damage in the said premises which may result in seepage of the water and/or any damages to the structure and if such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void.
8. The Purchaser shall use the said premises or any part thereof or permit the same to be used only for purpose of *office/ showroom/shop/godown for carrying on any industry or commercial business. He shall use the garage or parking space only for purpose of keeping or parking vehicle.
9. The Purchaser along with other Purchaser(s) of other premises in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye- laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register the common organization of Purchaser. No objection shall be taken by the Purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- 9.1. The Promoter shall, within three months from the date of receipt of O.C. , cause to be transferred to the society or Limited Company (as the case maybe) all the right, title and the interest of the Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated, and all the Land Parcels upon which project is situated.
- 9.2. Within 15 days after notice in writing is given by the Promoter to the Purchaser that the said premises is ready for use and occupancy, the

Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said premises) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Promoter provisional monthly contribution of Rs. ___ per month towards the outgoings. The amounts so paid by the Purchaser to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

- 9.3 The Promoter at its Sole Option shall have full right, power and entitlement to join in the membership of the organization in respect of any or all of its unsold flats & Car Parking spaces, provided that no transfer fees, deposits, Maintenance Charges or other liabilities shall be payable by Promoter and/or Transferee, in case of a Sale and or transfer of any such unsold flats & Car parking spaces. The Maintenance charges, Corpus Fund any interest payable against the said such unsold flat will be applicable only from three months from the date of booking of the said flat to the new Purchaser / transferee. Further the organization shall admit as the Purchasers of such flats without charging any Premium/Transfer fees, any past interest or charges or any other amount. The entire realization from the allotment, Sale & alienation of all flats & Car Parking spaces in the Buildings shall belong to the Promoters and Promoters shall never have to render any accounts in respect thereof to the organization or members concerned.
10. The Purchaser shall to the Promoters on or before delivery of possession of the said premises or on demand-
- i) requisite amounts to the Owners/Promoters on demand and/or prior to taking the possession of the said flat towards legal charges, entrance fees and share capital, society formation charges, Water connection charges, grill charges, MSEB meter and deposit charges, solar charges, balcony enclosing charges and other incidental expenses thereto.
 - ii) requisite amount and charges on account of service tax, goods and services tax, value added tax, stamp duty and registration charges and any other taxes and levies as may be imposed by the concerned government and semi-government authorities.
 - iii) the provisional outgoings for municipal taxes, water bill, bore-well common electric expenses if any (24 months contribution in advance is to be paid at the time of possession) as well as requisite lift charges and proportionate expenses thereto and also the service tax and value added tax as imposed by the Government or Semi Government authorities.

- iv) the grill charges, electric meter and deposit charges as well as proportionate share for transformer installation and its equipment and accessories thereto.
- 11. The Purchaser shall pay to the Promoter as and when demanded and as determined by the Promoters the amounts for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body and for preparing its rules, regulations and byelaws and the cost of preparing and engrossing the conveyance or assignment of lease.
- 12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Purchaser shall pay to the Promoter, the Purchasers' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Purchaser shall pay to the Promoter, the Purchasers' share of stamp duty and registration charges payable, by the said Apex Body on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body.

13. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

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

Project and the said premises which will, in any manner, affect the rights of Purchaser under this Agreement;

- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said premises to the Purchaser in the manner contemplated in this Agreement;
 - ix. At the time of execution of the conveyance deed of the structure to the Association of Purchasers the Promoter shall handover lawful, vacant, peaceful, physical possession of the common area soft he Structure to the Association of the Purchasers;
 - x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
14. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-
- i. To maintain the said premises the Purchaser's own cost in good and tenable repair and condition from the date that of possession of the Premises is taken and shall not do or suffer to be done anything in or to the building in which the Premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Premises is situated and the Premises itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said premises is situated, including entrances of the building in which the said premises is situated and in case any damage is caused to the building in which the said premises is situated or the Premises on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
 - iii. To carry out at his own cost all internal repairs to the said Premises and maintain the Premises in the same condition, state and order in which it was delivered by the Promoter to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Premises is situated or the Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
 - iv. Not to demolish or cause to be demolished the Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Premises or any part

thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Premises is situated and shall keep the portion, sewers, drains and pipes in the Premises and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Premises without the prior written permission of the Promoter and/or the Society or the Limited Company.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the project land and the building in which the Premises is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Premises is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Premises by the Purchaser for any purposes other than for purpose for which it is sold.
- ix. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Premises until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up and necessary intimation is provided to the Promoter and no objection therefor is sought by the from the Promoter for such transfer and assignment.
- x. The Purchaser shall observe and perform all the rules and regulations which the 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 Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the building in which Premises is situated is executed in favour of Society/Limited Society, the Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xii. Till the handing over of the charge and administration of the said building in favour of the Owner Society, the Owner Society and the Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter

into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or Association or Company or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

15A. In case the transaction being executed by this agreement between the promoter and the allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration/fees/charges for services / commission / brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter/allottee/both, as the case may be, in accordance with the agreed terms of payment.

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

17. The Promoters have brought to the clear notice and knowledge of the Purchaser that they have created charge and mortgage on the said property with the **Axis Bank Limited** and obtained financial assistance and cash credit facilities of the said bank and the Purchaser is aware of the same and the Purchaser shall not raise any objection or obstruction to such creation of charge, mortgage and raising the finance by the Promoter. The Promoter agree and undertake such charge, mortgage shall be cleared by the Promoters as per the rules and regulations of the said bank and the Promoter shall obtain necessary consent and no objection for sale and transfer of the flat premises as intended to be acquired by the Purchaser under this present from the said the **Axis Bank Limited** so as to effectuate the legal and perfect transfer of the said premises in favour of the Purchaser herein, and the Promoter further declare that they shall all material times clear the said charge, mortgage of the said bank and shall deduce clear and marketable title to the said premises and the said entire property.

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

19. The Purchaser has seen the layout of the proposed building and has agreed and understood the common amenities like common roads, drainage, sewers, water pipe lines, street lights etc., shall be the common property and shall be available for common use by all the buyers of the premises in the said buildings and accordingly the Purchasers of the premises in the said buildings and the different common organisation will have unrestricted right of way in common spaces, roads and laying of pipelines, telephone and electric cables, sewerage and drainage line etc.,

20. THE Purchaser shall be responsible for additional municipal taxes that may be levied by reason of the user of any permitted tenancy or leave and license agreement in respect of the premises allotted to the Purchaser.
21. The Purchaser hereby declare and confirm that he / she have entered into this agreement, after reading and having understood the contents of all the aforesaid exemption order, building permissions, deeds, documents, writings and papers and all disclosures made by the Promoter to the Purchaser and with full knowledge and information thereof and subject to the terms, conditions and stipulations imposed or which may hereafter be imposed by the concerned town planning authority and all other concerned government bodies and authorities and also subject to the Promoter's right to make the necessary amendments, variations, modifications and / or changes therein and their right to avail, use, utilise, consume and exploit the entire balance and additional floor space index available on the said property as well as the transferable development rights as may be permissible by law and other benefits in F.S.I. on the said land.
22. The Promoters have brought to the clear notice and knowledge of the Purchaser that during the course of construction, the promoter may seek and obtain financial assistance and cash credit facilities from any banks or financial institution and the Purchaser shall not raise any objection or obstruction to such creation of charge, mortgage and raising the finance by the Promoter. The Promoter agree and undertake such charge, mortgage shall be cleared by the Promoters as per the rules and regulations of the said bank and the Promoter shall obtain necessary consent and no objection for sale and transfer of the premises as intended to be acquired by the Purchaser under this present from such bank or financial institutions so as to effectuate the legal and perfect transfer of the said premises in favour of the Purchaser herein, and the Promoter further declare that they shall all material times clear the said charge, mortgage of the said bank and shall deduce clear and marketable title to the said premises and the said entire property.
23. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society as hereinbefore mentioned.
24. Notwithstanding any other provisions of this agreement the Promoters has disclosed and brought to the knowledge of the Purchaser that it shall be at the sole and absolute discretion of the Promoter :
- a) to form a policy for inducting the Purchaser to the membership of the Cooperative Housing Society Limited and/or to form a new co-operative housing society as the Promoter in consultation with the said Co-operative Housing Society may deem fit and proper.
 - b) to decide and determine how and in what manner the infrastructure including the common areas and amenity space, recreation garden, all other open spaces, layout or internal roads if any may be transferred and/or conveyed/ assigned/ leased.
 - c) to provide for and incorporate covenant and restriction and obligations with regard to the provision of maintaining the infrastructure and

common amenities including garden and roads as well as garden attached to the ground floor premises, if any.

- d) to decide from time to time to what extent the building/s along with land appurtenant to its transferred to the respective body formed.
- e) to decide from time to time when and what sort of document of transfer should be executed.
- f) to grant of right of access/way from and through the said property to the adjacent buildings and plots as well as the easement rights of the said property.
- g) to execute the requisite transfer deed in respect of the building structure in favour of the Owner Society.

and the Purchaser has clearly understood the same and in confirmation thereof shall not raise any objection, claim hindrance and obstruction to the rights, options and discretion as reserved by the Promoter herein

25. The Promoters have clearly brought to the notice and knowledge of the Purchaser and clearly shown and disclosed to the Purchaser that
- (i) presently the Promoters are carrying out the construction work on the said property in accordance with the plan bearing revised No. KDMC / TPD / BP / KD/ 2024-25 / 25 dated 15.10.2024 and have further disclosed that as stated hereinabove, the revised permissions, sanctions and modifications will be obtained by the Promoters from time to time for further expansion, modifications and renewals during the course of construction and till the completion of the entire scheme of construction.
 - (ii) they have intended to avail the maximum potentiality of transferable development rights, staircase floor space index and permitted increases along with enhancement of floor space index from time to time as per the Development Control Rules of the Kalyan Dombivali Municipal Corporation and to use, utilize on the said property and to have the consumption and exploitation of the maximum potential of the floor space index on all grounds as permissible under law.
 - (iii) that they have prior to the Purchaser acquiring the flat /unit in the scheme of construction, clearly disclosed to the Purchaser the nature and scope of construction, the land affected by roads and reservations, the floor space index already used by the previous developers for constructing certain buildings on the said property, the balance unused, unconsumed and available floor space index of the entire property along with maximum potentiality of transferable development rights, staircase floor space index and permitted increases on all grounds as may be granted by the Kalyan Dombivali Municipal Corporation under the Development Control Regulations on the said property and its utilization and consumption by the Promoters on the said property and every part thereof by way of further revised sanctions, alterations, modifications and renewals from time to time and such clear disclosure of the scheme of construction and the nature of the further expansion is clearly brought to the notice and knowledge of the Purchaser and the Purchaser has seen, verified and understood the same and in confirmation thereof have granted his/her express and irrevocable consent to the Promoters in their endeavor of exercising the rights of revision, expansion and modifications in the building plans and permissions as recited hereinabove and availing and acquiring maximum potentiality of floor space index as may be sanctioned by the Kalyan Dombivali Municipal Corporation on the said property and constructing additional buildings and/or floors on the said

property from time to time and with such express and irrevocable consent, the Purchaser has agreed to enter into this agreement.

- (iv) they have also brought to the knowledge of the Purchaser that the property on which the building is constructed forms an integral part of the entire scheme of construction of the entire property and accordingly the Promoter and the Purchaser herein shall have the rights and interest and benefits of the common open spaces, internal road and access as well as infrastructural facilities of the entire scheme of construction along with the other Purchasers of the building in the said scheme of construction and accordingly the Purchaser shall cooperate and extend their sincere participation as well as the contribution of funds for maintenance and other outgoings of the said infrastructural facilities on the said scheme of construction as per the directions and discretion of the Promoter herein.

and the Purchaser has clearly understood the same and in confirmation thereof has granted his / her clear, express, unequivocal and irrevocable consent for the same and shall not raise any objection, claim hindrance and obstruction to the rights, options and discretion as reserved by the Promoter herein

26. The Promoters have clearly brought to the knowledge and notice of the Purchaser herein that in pursuance to the sanctioned plans and permissions, the Promoter is entitled to commence, carry out the construction work of buildings as presently sanctioned under the building permission granted by the municipal corporation) on the amalgamated property described in the Schedule hereunder written and that the Promoters have further brought to the notice and knowledge of the Purchaser herein that the club house, recreational facilities and other common facilities of the present housing scheme will be used, utilized, availed and shared by the intending Purchasers of the buildings to be constructed on the properties described hereinabove as well as other amalgamated properties and the Purchaser herein along with the other Purchasers will not raise any objection, hindrance and/or obstruction for such use of the above facilities by the other intending Purchasers and the Purchaser herein has granted his/her express and irrevocable consent for the same and agree and assure that such above covenant shall always remain binding upon him and also the Promoter has clearly brought to the knowledge of the Purchaser that they intend to get the said sanctioned plans and specifications modified, revised, renewed and altered for consumption of remaining floor space index, transfer of development rights, staircase floor space index, permissible increases and incentives in floor space index to be used and utilized on the said property as may be granted and approved by the Municipal Authority from time to time and further the Promoters have given the clear inspection of such plans and specifications to the Purchasers herein as regards the existing sanctioned buildings, and the proposed annexed multi-storied buildings or otherwise touching the existing constructed buildings and also further expansion in buildings to be constructed on the said property as permitted by the Municipal Authority by way of further amalgamation, expansion thereto and the Purchaser has gone through the said plans as well as the proposed plans including provision of annexed buildings, touching the existing constructed buildings further expansions and do hereby admit, acknowledge and confirm the said fact of construction of additional buildings, annexed buildings, expansion of buildings on the said property by revision and modification in the plans and designs and have accordingly granted his / her express and irrevocable consent to the Promoters for the same and shall not raise any objection and/or hindrance for construction of such buildings by the promoter. It is further brought to the notice of the Purchaser and it is clearly clarified that in

case the Promoter do not amalgamate the said adjacent properties and acquire the same for development, then also the Promoter is well and sufficiently entitled to grant the facilities and rights to the other Purchasers of adjacent properties to avail, use, utilise and enjoy the said club house and other recreation facilities of the said "**Mohan Prestige**" and the Purchaser herein along with the other Purchasers will not raise any objection for the same. The Purchaser herein agrees and assures to pay the corpus fund in advance as and when demanded by the Promoter irrespective of the completion of the above amenities and facilities and the scheme of construction and will not be withhold the same on any reason whatsoever.

27. IT is hereby agreed that the Promoters shall be at liberty to amalgamate and / or combine one or more plots of land adjacent to the said land and get the plan of the proposed building/s to be constructed on the land so amalgamated / combined sanctioned from the planning authority and in such event form and get registered cooperative housing society of all the flats / shops Purchasers in the said buildings and the Purchaser herein shall not, in any manner object the said right of the promoters. It is further agreed that in such event (Purchasers of the adjacent land for the purpose of development) the Promoter shall be at liberty and / or entitled to grant a right of way from or through the said land for approaching (or of the better approach) to the adjacent lands those would be acquired with a view to developing them and the Purchaser herein shall not object the said right of the Promoter in any manner. The promoter has also clearly brought to the notice of the Purchaser herein that he or his nominees has intended to acquire the development rights of the adjacent land and other abutting and appurtenant lands thereto and in the course of construction may amalgamate such adjacent lands and/or other lands with the present lands under development and in such event all the infrastructural benefits of the present land and the complex known as "**Mohan Prestige**" will be shared, utilized, used and enjoyed by the flat Purchasers of the adjacent buildings and the Purchasers herein is fully aware of the same and the Purchaser herein along with the other Purchasers will not raise any objections, hindrances and/or obstructions for such use of the common benefits, amenities and infrastructural facilities of the said **Mohan Prestige** by the flat/unit Purchasers of the buildings constructed on the adjacent land and the same shall form an integral part of the complex known as "**Mohan Prestige**". It is further brought to the notice of the Purchaser and it is clearly clarified that in case the Promoter do not amalgamate the said adjacent properties and acquire the same for development, then also the Promoter is well and sufficiently entitled to grant the facilities and rights to the other Purchasers of adjacent properties to avail, use, utilise and enjoy the said club house and other recreation facilities of the said "**Mohan Prestige**" and the Purchaser herein along with the other Purchasers will not raise any objection for the same and the Purchaser has granted his / her express and irrevocable consent for the same.
28. It is agreed and understood that as the scheme of construction and its expansion and future extension involves various phases during the possession of the first phase, the common amenities and infrastructural facilities, and other amenities thereto may be ready and functional for use and utilization and on that ground the Purchaser herein along with the other Purchasers shall not object for payment of any charges, funds and deposits as applicable thereto and as agreed herein and further the Purchaser shall also pay the monthly maintenance charges and other outgoings regularly and shall not withhold the same on that ground or any other ground whatsoever.
29. It is clearly brought to the notice and knowledge of the Purchaser by the Promoter that the Promoter has amalgamated the portions of above land

and accordingly the Kalyan Dombivali Municipal Corporation have granted the building commencement certificate have permitted the amalgamation of the pieces and parcels of land and have granted the sanction to the Promoter to consume the Floor Space Index by virtue of amalgamation and to use, utilize and consume the same and the intended to follow due procedure of law to acquire the transferable development rights on the entire amalgamated property and at the time of such acquisition of transferable development rights and its sanction the Promoters intends to construct the building on the said property and with this intention and by reserving the rights to acquire transferable development rights to have maximum potentiality of floor space index as per the provisions of Development Control Regulations of the Kalyan Dombivali Municipal Corporation, the Promoters have presently proceeded with the construction activities and that the said fact is known and accepted by the Purchaser herein and the Purchaser has granted his / her express and irrevocable consent to such scheme of construction to be proceeded and undertaken by the Promoter firstly as per the present sanction plan on the said property and thereafter in accordance with the further sanctions and permissions as may be granted by the Kalyan Dombivali Municipal Corporation and in no event the Purchaser herein along with other Purchasers will raise any claim, objection or demand in such revision, expansion or further alterations in the said entire scheme of construction on the amalgamated property and that the Purchaser has seen and verified the same and has granted his/her express and irrevocable consent and confirmation thereto and the Purchaser herein shall not raise any objection thereto and shall rendered the cooperation to the same.

30. The Promoter has clearly brought to the notice and knowledge of the Purchaser that there is are recreational facilities in the said scheme of construction and further the Promoter has also brought to the notice and knowledge of the Purchaser that they will be acquiring the adjacent properties and during the course of construction will be amalgamating the present scheme of construction with the adjacent lands and in such event, the Promoter will change / shift the location of the recreational facilities and further that such recreational facilities will be used, utilized, availed and shared by the intending Purchasers of the buildings to be constructed on the said property along with the other amalgamated properties and the Purchaser herein along with the other Purchasers will not raise any objection, hindrance and/or obstruction for such use of the above facilities by the other intending Purchasers and the Purchaser herein has granted his/her express and irrevocable consent for the same and agree and assure that such above covenant shall always remain binding upon him.
31. It is agreed that if before the execution of the conveyance in favour of the proposed society and further construction on the land is allowed in accordance with the rules and regulations of the Kalyan Dombivali Municipal Corporation then the Promoters would be entitled to put up additional or other construction without any hindrance by the Purchaser. Provided that any payment may, have to be made to the Kalyan Dombivali Municipal Corporation for such additional construction shall be paid by the Promoter. The Developers shall be entitled to sell premises forming part of such additional construction in such manner as they may think fit and proper to any person or persons for such consideration as the Promoter may in his absolute discretion deem fit and proper. The Promoter will in those events be entitled to connect the electric meter, sanitary and drainage connections provided however that all costs of construction of such additional floors and the connection to be made thereto shall be borne by the Promoters. The Promoter and / or their transferees shall have the right to use all the staircases, lifts and other common amenities of the building. In the event of additional floors being

constructed as aforesaid, the water tank shall be shifted to the top of such structures at the cost of the Promoter. Even if any additional construction becoming permissible on the said building after the completion of the construction of the said building, the Promoter shall be entitled to construct the same and to sell the additional tenements. The Purchaser herein and the members of the society shall admit such new intending Purchasers at its members.

32. IT is hereby agreed that the Promoters shall be at liberty to amalgamate and/or combine one or more plots of land adjacent to the said land and get the plan of the proposed building/s to be constructed on the land so amalgamated / combined sanctioned from the planning authority and in such event form and get registered cooperative housing society of all the flats/shops Purchasers in the said buildings and the Purchaser herein shall not, in any manner object the said right of the promoters. It is further agreed that in such event (Purchasers of the adjacent land for the purpose of development) the Promoter shall be at liberty and / or entitled to grant a right of way from or through the said land for approaching (or of the better approach) to the adjacent lands those would be acquired with a view to developing them and the Purchaser herein shall not object the said right of the Promoter in any manner. The promoter has also clearly brought to the notice of the Purchaser herein that during the course of construction they will amalgamate the adjacent lands and/or other lands with the present lands under development and in such event all the infrastructural benefits of the present land and the complex known as "**Mohan Prestige**" will be shared, utilized, used and enjoyed by the flat Purchasers of the adjacent buildings and the Purchasers herein is fully aware of the same and the Purchaser herein along with the other Purchasers will not raise any objections, hindrances and/or obstructions for such use of the common benefits, amenities and infrastructural facilities of the said "**Mohan Prestige**" by the flat/unit Purchasers of the buildings constructed on the adjacent land and the same shall form an integral part of the complex known as "**Mohan Prestige**". It is further brought to the notice of the Purchaser and it is clearly clarified that in case the Promoter do not amalgamate the said adjacent properties and acquire the same for development, then also the Promoter is well and sufficiently entitled to grant the facilities and rights to the other Purchasers of adjacent properties to avail, use, utilise and enjoy the said club house and other recreation facilities of the said "**Mohan Prestige**" and the Purchaser herein along with the other Purchasers will not raise any objection for the same and the Purchaser has granted his/her express and irrevocable consent for the same.

33. **BINDING EFFECT**

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

34. **ENTIRE AGREEMENT**

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

35. **RIGHT TO AMEND**

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

36. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS**

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

37. **SEVERABILITY**

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

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

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

39. **FURTHER ASSURANCES**

The Parties herein agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

40. **PLACE OF EXECUTION**

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

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

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

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

43. **JOINT PURCHASERS**

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

44. Stamp Duty and Registration and statutory taxes and levies:- All stamp duty and registration charges payable on this Agreement and on all further documents and writings incidental hereto and all the Society charges, Agreement charges and all other charges applicable to all other Purchasers in respect of the said premises as well as Goods and Services Tax, Local Body Tax or any other taxes, if any, shall be borne and paid by the Purchaser alone and the Promoter shall not be liable to bear or pay any part of the same.

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

46. **GOVERNING LAW**

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

47. The name of the Project shall be "MOHAN PRESTIGE" and this name shall not be changed without the written consent of the Promoters. The name of association shall also be decided by the Promoters at their discretion.

THE FIRST SCHEDULE ABOVE REFERRED TO:

I) Description of the Entire Property

All those pieces and parcels of land lying, being and situate at village Gandhare, Taluka Kalyan, District Thane within the limits of Kalyan Dombivli Municipal Corporation bearing

S.No./H.No.	Area sq. mts	Name of Owners
62/2	520	Gyanba Sukrya Patil & Ors
15/6 /2	740	Gyanba Sukrya Patil & Ors
17/3	3790	Gyanba Sukrya Patil & Ors
18/2/1	3140	Gyanba Sukrya Patil & Ors
23/2 /1	6900	Gyanba Sukrya Patil & Ors

23/2 /2	6800	Gyanba Sukrya Patil & Ors
14/3	1200	Gyanba Sukrya Patil & Ors
62/1	520	Shamibai Vishnu Patil & Ors.
15/6/1	760	Shamibai Vishnu Patil & Ors.
9/5/1	2450	Shamibai Vishnu Patil & Ors.
15/5	7415	M/s. Mohan Lifespaces LLP
23/1	335	M/s. Mohan Lifespaces LLP

II) Description of the Said Property under development:

All that portion of land admeasuring **4132.20 sq. meters** being 30% of land available for development under Accommodation Policy for Reservation Site No. 107 (Play Ground) totally admeasuring 13774 sq. meters comprising of all those pieces and parcels of land lying, being and situate at village Gandhare, Taluka Kalyan, District Thane within the limits of Kalyan Dombivli Municipal Corporation consisting of

Survey No.	Total Area (sq. mts)	Area under Reservation Site No. 107	Area to be handed over to KDMC	Area Under Development
15/5	6265	4465	3125.50	1339.50
23/1	335	335	234.50	100.50
15/6/1	760	430	301.00	129.00
62/1	520	520	364.00	156.00
15/6/2	740	204	142.80	61.20
23/2/1	6900	6200	4340.00	1860.00
23/2/2	6800	1100	770.00	330.00
62/2	520	520	364.00	156.00
	Total →	13774	9641.80	4132.20

Boundaries of land admeasuring 4132.20 sq. meters as under

on or towards East : Mohan Skyville

on or towards West : Mohan Altezza

on or towards North : Vibgyor School

on or towards South : Reservation No. 108 KDMT

together with all easement rights and benefits thereto.

SECOND SCHEDULE ABOVE REFERRED TO

the nature, extent and description of common areas and facilities.

A.) Description of the common areas provided:

	Type of common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/area of the common areas provided
i.				
ii.				
iii.				

B.) Facilities/ amenities provided/to be provided within the building including in the common area of the building:

	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society	Size/area of the facilities / amenities	FSI Utilized or free of FSI
i.						

ii.						
iii.						

C.) Facilities/ amenities provided/to be provided within the Layout and/or common area of the Layout:

	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society	Size/area of the facilities / amenities	FSI Utilized or free of FSI
i.						
ii.						
iii.						

D.) The size and the location of the facilities / amenities in form of open spaces (RG / PG etc.) provided / to be provided within the plot and / or within the layout.

Type of open spaces (RG/PG) to be provided	Phase name/ number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the common organization

E.) Details and specifications of the lifts:

	Type Lift (passenger/service/stratcher /goods/fire evacuation/any other)	Total no. of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/sec)
i.				
ii.				
iii.				

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the day and year first hereinabove written.

SIGNED & DELIVERED

by the within named Promoters
Mohan Life spaces LLP
through its Authorised signatory

We say received

M/s. Mohan Life spaces LLP
through its Authorised signatory

Annexures

- ANNEXURE – A - Copy of Title Report
- ANNEXURE –B - Copy of Property Card or extract Village Forms VI or VII and XII
- ANNEXURE –C-1 Copies of plans & Layout as approved by concerned Local Authority
- ANNEXURE - C-2 Copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)
- ANNEXURE- C-3 Parking Plan
- ANNEXURE –D Authenticated copies of the plans and specifications of the said premises agreed to be purchased by the Purchaser as approved by the concerned local authority
- ANNEXURE – E Payment Schedule
- ANNEXURE – F Specification and amenities for the Premises,
- ANNEXURE –G Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority.

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ANNEXURE E

SCHEDULE OF PAYMENT	PERCENTAGE OF PAYMENT
On Booking	5%
On Execution of Agreement for Sale	5%
Payment within 15 days after Registration	20%
On Completion of Plinth	15%
On Completion of 3 rd Slab Work	2%
On Completion of 6 th Slab Work	2%
On Completion of 9 th Slab Work	2%
On Completion of 12 th Slab Work	2%
On Completion of 15 th Slab Work	2%
On Completion of 18 th Slab Work	2%
On Completion of 21 st Slab Work	2%
On Completion of 24 th Slab Work	2%
On Completion of 27 th Slab Work	2%
On Completion of 30 th Slab Work	2%
On Completion of 33 rd Slab Work	2%
On Completion of 36 th Slab Work	2%
On Completion of 39 th Slab Work	2%
On Completion of 42 nd Slab Work	2%
On Completion of 45 th Slab Work	2%
On Completion of 48 th Slab Work	2%
On Completion of 51 st Slab Work	2%
On Completion of 54 th Slab Work	2%
On Completion of 57 th Slab Work	2%
On Completion of 60 th Slab Work	2%
On Completion of Brick Work	5%
On Completion of External Plaster Work	5%
On Offering Possession	5%
Total	100%