

AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT is made and executed at Mumbai on this ____ day of _____, in the Christian Year Two Thousand Twenty- Five

BETWEEN

TRIUMPH REALTY , a Partnership Firm registered under the provisions of Indian Partnership Act 1932, through its Authorized Partner **SHRI DHIREN MULJI PATEL (PAN No: BDIPP5624H)** (5%), having its Office at Jaydeep Emphasis, 5th Floor, Plot No. A-9, Opp. PNB Bank, Wagle Estate, Thane (West), Mumbai – 400 604, hereinafter referred to as “**the PROMOTERS/DEVELOPERS**” (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include its partner or partners for the time being of the said Firm, the survivor or survivors of them, the heirs, executors and administrators of the last surviving partner) of the **ONE PART**:

AND

(1) _____ and (2) _____, an adult/both adults, of Mumbai, Indian Inhabitant/s, presently residing at _____ Mumbai - _____, hereinafter referred to as “**the ALLOTTEE/S/PURCHASER/S**” (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include his/her/their respective heirs, executors, administrators and assigns) of the **OTHER PART**:

OR

_____, a Partnership Firm registered under the provisions of the Partnership Act 1932, having its Office at

_____, Mumbai - _____, hereinafter referred to as “**ALLOTTEE/ PURCHASER**” (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include its partner or partners for the time being of the said Firm, the survivor or survivors of them, the heirs, executors and administrators of the last surviving partner and assigns) of the **OTHER PART**:

OR

_____, a Company incorporated under the provisions of the Companies Act, 1956 and now deemed to have been registered with the Companies Act 2013, having its Office at

_____,
Mumbai - _____, hereinafter referred to as “**ALLOTTEE/**

PURCHASER” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor or successors and assigns) of the **OTHER PART**:

(“**The Promoters**” and “**the Allottee/s/Purchaser/s**” unless otherwise expressly described are for brevity’s sake referred as “**the Parties**”)

WHEREAS-I:

- a. By an Indenture of Lease dated 5th May 1997, registered with the Sub Registrar of Assurances at Kurla under Serial No. BDR 3/736/1997, Maharashtra Housing And Area Development Authority (for short “**MHADA**”) demised by way of Lease in favour of Pant Nagar Trimurti Co-operative Housing Society Limited (for short “**the Society**”) all that piece and parcel of plot situated and lying underneath and appurtenant to Building Nos.322 to 327, Plot No.209 of Pantnagar layout admeasuring 1751.12 sq.mtrs. Ghatkopar (East), Mumbai - 400 075 bearing Survey No.236 A, City Survey No. 5682 (Part), Building Nos. 322 to 327, Pant Nagar, of TPS – III, Ghatkopar Kirol in the Revenue Village Ghatkopar (East), Taluka -Kurla, in the Registration District of Mumbai Suburban District (for brevity’s sake hereinafter referred to as “**the Plot**”) for a period of 99 years commencing from 1st day of July, 1992; at or for the lease rent and subject to the terms, conditions and covenants contained on the part of the Society thereunder;
- b. By a Sale Deed executed on 5th May 1997, registered with the Sub Registrar of Assurances at Kurla under Serial No. BDR 3/738/1997, dated 20/09/1997, the MHADA did for the consideration mentioned therein sell, transfer, convey, assign and assure on ownership basis unto and in favour of the Society herein Building Nos. 322 to 327 consists of Ground + 4 (four) Upper Floors comprising of 120 (One Hundred And Twenty) rooms/tenements/Flat/Unit/Commercial Premises/Shop having an aggregate area of 23985.6sq.ft. (MOFA carpet area) more particularly described in the Firstly to the First Schedule thereunder written (for short “**the then existing building**”) constructed on the said Plot on the terms and conditions recorded therein;
- c. On the request being made by the Society vide its letter dated 27th January 1999, by a Deed of Supplementary Lease executed on 12th December 2003, registered with the Sub-Registrar of Assurances at Kurla under Serial No. BDR-3/2091/2004 dated 30th August 2004, the

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MHADA did for the consideration mentioned therein demised by way of Lease in favour of the Society the additional area admeasuring 875.28 sq. mtrs. without any FSI and without any construction being allowed on the tit-bit plot and RG Plot on land to the Society described in the Schedule thereunder written which is the same **Secondly to the**

First Schedule hereunder written (for brevity's sake hereinafter referred to as "the **said adjoining Plot**") for a period, at or for the lease rent and subject to the terms, conditions and covenants contained on the part of the Society thereunder. the said plot and the said Adjoining Plot unless otherwise expressly referred are hereinafter called "the **Plots**"

- d. By an Agreement for Development dated 27th October 2005, registered with the Sub Registrar of Assurance at Kurla under serial no. BDR-17/8492/2005, the Society for the consideration mentioned therein had granted development right to M/s. Bhagwanji Khimji & Company to apply for and obtain necessary permission, approvals, etc. and construct extension on the (then) existing Building on the said Plot on the terms and conditions recorded therein.
- e. On necessary application being submitted the concerned Authority of MHADA granted NOC/permission dated 8th August 2000 for addition changes /alteration to the (then) existing building subject to the terms recorded therein and accordingly, the said M/s. Bhagwanji Khimji & Company carried out the additional construction comprising of 48 residential premises and on completion handed over possession of premises therein to their then prospective Purchaser who were subsequently admitted and enrolled as members of the society.
- f. The (then) said Building Nos. 322 and 323 consisted of Ground + 7 (seven) Upper Floors and the (then) Building Nos. 324 and 325 consisted of Ground + 4 (four) Upper Floors and the (then) Building Nos.326 and 327 consisted of Ground + 7 (seven) Upper Floors comprising of 168 (one hundred sixty-eight) rooms/tenements/ Flat/Unit/Commercial Premises/Shop s. (for short "**the existing building**"). The Plot and the (then) existing buildings, unless otherwise separately described are hereinafter collectively referred as "**the Property**";
- g. By virtue of the aforesaid documents, the Society is absolutely seized and possessed of and/or well and sufficiently entitled to and the Lessee of the said Plots and was the Owner of the then existing building occupied by its 168 (One Hundred and Sixty-Eight) (i.e. 120+48) Members;

WHEREAS -II:

- a. Since the then existing building being old and in a dilapidated condition, the Society after following due procedures appointed the Promoters/Developers herein and by a Development Agreement dated 13th December 2023, executed between the Society, its Members and

the Promoters/Developers, registered with the Sub-Registrar of Assurance at Kurla - 2 under Serial No. KRL2-23360-2023 dated 13/12/2023, read with Power of Attorney registered with the Sub Registrar of Assurances at Kurla - 2 under Serial No.KRL2-23460-2023 dated 14/12/2023, the Society with the consent and confirmation of its Members appointed the Promoters as its Developer and granted development right in respect of the property for the consideration and on the terms and conditions recorded therein, which is still valid, subsisting and binding upon the Society, its Members;

- b. By virtue of aforesaid facts and documents, the Promoters herein has been, as permitted by the Society, are absolutely entitled to carry out re-development of the property by availing benefit of development potential in all forms by whatever name called which includes MHADA FSI, base land FSI, concessional FSI, Premium FSI, Fungible FSI, compensatory area, V.P. Quota, Tit-Bit area, Pro-rata FSI etc. to be procured, acquired and constructed in redevelopment of the plots so approved as may be permitted by MHADA/MCGM including under present regulation 33(5) the provisions of MHADA Act/DCPR 2034 as recorded in the said Development Agreement;

WHEREAS – III:

- a. The Promoters have appointed Mr. Sachin Rakshe of M/s. Archo Consultants, having Office at Ground floor, Room No.2, Sunview CHSL., Off. Sahakar Theater, Tilak Nagar, Chembur (West), Mumbai – 400 089, registered with the Counsel of Architects as Architect and Mr. Kirtikumar Himatlal Shah of M/s. Paras Consultants, having address at 103 Prince Palace, Khot Lane, J.V. Road, Ghatkopar (West), Mumbai – 400 086 as RCC Consultant for preparation of structural designs, drawings and to apply for and obtain requisite permissions, sanctions, certificates, etc. and the Promoters have accepted and approved the supervision of the said Architect and Consultant till the completion of the Project in all respect unless otherwise agreed upon. The said appointments are as per Rules prescribed by the Counsel of Architects;
- b. On necessary representation being made/submitted the Concerned Authority of MHADA by its Letter of Offer bearing reference No. CO

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/MB/REE/NOC/F-1412-213-2023 dated 20th January, 2023 and Letter of Offer bearing reference No.CO/MB/REE/NOC/F-1412- 331-2023 dated 16th May, 2023; granted/approved the proposal submitted by the Promoters and permitted the redevelopment of the property of the arrears including additional BUA for construction of the buildings of the plot on the terms and conditions and subject to payments of

premium and other charges as setout therein.

- c. On the plans and proposals being submitted by the Promoters the Concerned Development Authority/MCGM sanctioned the plans and issued I.O.A under reference No. Zero FSI IOA MH/EE/(BP)/GM/MHADA-1/1523/2024/IOA/1/Old dated 29th February, 2024 and Amended I.O.A. under reference No. MH/EE/(BP)/GM/MHADA 1/1523/2024/IOA/1/Amend dated 04 December, 2024 for the purpose of construction of the proposed building on the said plots subject to the terms recorded therein.
- d. By Individual Agreements executed with the members of the society, the Promoters herein with the confirmation of the society have agreed to provide Permanent Alternate Accommodation on ownership in the proposed building and the members have vacated their respective premises and handed over to the Promoters for demolition of the building which has already been demolished;
- e. On compliance of the requisite terms of the I.O.A. the Promoters have been issued Commencement Certificate bearing Ref. No. _____ dated _____ by the Executive Engineer of MHADA and accordingly the Promoters have commenced the development work;
- f. As provided in the said Agreement the Promoters, after having provided/earmarked the new Flat/Unit/Commercial Premises/Shop s and agreed car parking spaces to be provided to the members of the Society are entitled as authorized to deal with/allot and dispose of the remaining constructed area in the form of Residential and commercial Premises as also remaining car parking spaces in the building to be constructed on the said Plots to their Intending/Prospective Purchasers;
- g. M/s. Pramodkumar & Co., (Regd.), Advocates for the Promoters by their Report on Title dated _____, have, inter alia, certified that subject to the terms of the said Agreement and subject to what is contemplated in the Report on Title the right, title and interest of the Society in respect of the plots and of the Promoters to develop the said plots is marketable;
- h. The copies of P. R. Cards in respect of the said Plot, Report on Title, I.O.A./amended IOA, C.C. and Floor Plans of the Flat/Unit/
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Commercial Premises/Shop /Premises allotted to the Purchaser/s herein are hereto annexed and marked as ANNEXURE “” to “ ” respectively;
- i. The terms, conditions, stipulations and restrictions, laid down or which may hereafter be laid down by the local authorities including MCGM/MHADA in respect of the development on the said Plot will be observed and performed by the Promoters while constructing the

new buildings in the project known as “PSK AURA” which are based upon due performance and observance and the Occupation Certificate in respect of the development works to be granted by the Concerned Local Authorities;

WHEREAS – IV:

- a. The Promoters have accordingly commenced construction of Buildings in the project known as “PSK AURA” comprising of 4 (four) Wings, namely, Wing “A”, Wing “B”, Wing “C” and Wing “D” consists of 03 Level Basement + /Ground (Part) + 1st to 20 Upper Floors have 6 (six) Shops (G+1) and 133 Sale Flat/Unit/Commercial Premises/Shops + 168 Members Flat/Unit/Commercial Premises/Shops;

WHEREAS – VI:

- a. The Purchaser/s has/have demanded from the Promoters and the Promoters have given to the Purchaser/s inspection of all the documents relating to the said development works including the amended and sanctioned plans and permission, designs, specifications prepared by the said Architect, permissions, I.O.A., Commencement Certificate and/or other documents such as City Survey documents and other disclosures as are prescribed under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “**the said Act**”) and the Rules framed thereunder;
- b. The Purchaser/s has/have applied to the Promoters herein for allotment to him/her/them/it and the Promoters have agreed to allot to the Purchaser/s a premises being Flat/Unit/Commercial Premises/ Shop No. ____ admeasuring about _____sq. fts. (Carpet area as defined under RERA/MahaRERA) on _____Floor in the Wing _____ in the project known as “PSK AURA” on the said Plots (for short “**the said Flat/Unit/Commercial Premises/Shop**”) along with exclusive right to use __ (____) car parking space in 1st Level Basement/2nd Level Basement/3rd Level Basement/stilt part/and Ground Floor (for short “**the car parking**”) to be identified and earmarked by the Promoters at the time of handing over possession of

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the Flat/Unit/Commercial Premises/Shop to which the Promoters have agreed to allot to the Purchaser/s and more particularly described in the **Second Schedule** hereunder written (for brevity’s sake the said “Unit/Commercial Premises/Shop” and the said “**Car Parking Space**” unless otherwise expressly described, are hereinafter collectively referred to as “**the premises**”); at the lump sum price/ consideration of Rs. _____/- (Rupees _____ Only) and on the terms and conditions, as hereinafter appearing;

c. The carpet area of the said Flat/Unit/Commercial Premises/Shop as mentioned above means the net usable floor area of the Flat/Unit/Commercial Premises/Shop , excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat/Unit/Commercial Premises/Shop for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the Flat/Unit/Commercial Premises/Shop as defined under the provisions of RERA/MahaRERA and the Purchaser/s herein hereby confirm the same;

d. As informed to the Promoters since the Purchasers have agreed to acquire and purchase the said Premises jointly each of them shall have following undivided share, right, title and interest to hold and have as Joint Tenants/Tenant –in-Common.

Purchaser No.1 ____%,

Purchaser No.2 ____%

In the event, the Purchaser/s have agreed to acquire the premises under these presents jointly, the consideration and other charges shall be paid in such manner as the Purchasers may deem fit/irrespective of their undivided share in the Premises

e. Prior to execution of this Agreement the Purchaser/s has/have paid to the Promoters a sum of Rs _____/- (Rupees _____ Only) after deducting statutory deduction (1% TDS) as per provisions of Section 194 I A of the Income Tax Act being the part payment of the consideration of the said premises, agreed to be sold and allotted, by the Promoters/Developers to the Purchaser/s (the payment and receipt whereof the Promoters hereby admit and acknowledge) and Purchaser/s has/have agreed to pay to the Promoters the balance of the sale price in the manner, hereinafter appearing;

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f. The Parties hereto 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, as appearing hereinafter;

g. The Promoters have registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 (for short “the said Act”) and the Rules framed thereunder with the Real Estate Regulatory Authority _____under Registration No._____, copy of which is annexed hereto and marked as ANNEXURE “ ”;

- h. Under Section 13 of the said Act, the Promoters herein are required to execute a written Agreement for Sale of the said premises with the Purchaser, which is being in fact these presents and also to register such Agreement under the Registration Act, 1908.
- i. The Parties hereto are now desirous of recording the said terms and conditions as mutually agreed upon between them into writing, as follows;

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

1. The Promoters hereby declare and confirm that what is recited hereinabove with regard to the leasehold right of the Society in respect of the Plots including adjoining plot so allotted as recited hereinabove and the right of the Promoters for development /redevelopment thereof under the said Development Agreement for development Scheme sanctioned/to be sanctioned hereafter with such modification as may be permitted by the Concerned Authorities shall be treated as declarations/ representations on their part and shall form integral part of this Agreement.

2. The Promoters have commenced the construction of the project known as "PSK AURA" comprising of 4 (four) Wings, namely, Wing "A", Wing "B", Wing "C" and Wing "D" consists of 03 Level Basement + /Ground (Part) + 1st to 20 Upper Floors have 6 (six) Shops (G+1) and 133 Sale Flat/Unit/Commercial Premises/Shops + 168 Members Flat inclusive of the benefit of Premium FSI etc., in terms of Letters of Offer dated 20th January, 2023 and 16th May 2023, Fungible FSI, compensatory area and other benefit of development potential presently approved /granted comprising of comprising of 4 (four) Wings, namely, Wing "A", Wing "B", Wing "C" and Wing

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"D" consists of 03 Level Basement + /Ground (stilt Part) + 1st to 20 Upper Floors have 6 (six) Shops (G+1); as per the sanctioned /amended/modified sanctioned Plan so issued, granted/is being granted /modified /amended by the Concerned Authorities including MHADA on the said Plots more particularly described in the First Schedule hereunder written which have been seen and approved by the Purchaser/s, with only such variations and modifications for use of the full development potentiality as available or on being made available in accordance with the present policy of the Development Authority/MHADA and as the Promoters may consider necessary or as may be required by the Concerned Local Authority including MHADA to be made in them or any of them in terms of the said

Development Agreement.

PROVIDED THAT, if necessary, under the provision of the said Act, the Promoters shall obtain prior approval of the Purchaser/s in respect of such variations and modifications only if the same is adversely affected the Purchaser/s herein as to the said / Flat/Unit/Commercial Premises/Shop agreed to be allotted, and not in any other case or otherwise whatsoever.

3. DISCLOSURES AND TITLE

The Purchaser hereby declares and confirms that prior to the execution of this presents and as recited hereinabove as to the disclosure the Promoters have also given the following disclosures:

(i) The Promoters have made full and complete disclosure of their title to the Plots/Property on which the said Building is being constructed.

(ii) Nature of the society's right in the Plots and Promoters' right for redevelopment.

(iii) He/she/they has/have taken inspection of all the relevant documents; and

(iv) He/she/they has/have, in relation to the Flat/Unit/Commercial Premises/Shop /Building/Property including the Plots. Satisfied himself /herself/themselves of inter-alia the following:

a. Nature of the society's right and the Promoters' right, title and encumbrances, if any;

b. The Approvals (current and future);

c. The drawings, plans and specifications;

d. Nature and particulars of fixtures, fittings and amenities.

4. (i)The Purchaser/s hereby agree/s to purchase from the Promoters and the Promoters hereby agree to sell and allot to the Purchaser/s, on

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Ownership basis a / Flat/Unit/Commercial Premises/Shop being Flat/Unit/Commercial Premises/Shop No. _____ admeasuring _____ sq.fts. (i.e. _____ sq. mts. (Carpet area as defined under RERA/MahaRERA) on the ____ Floor in wing ____ in the building known as "_____" in the project known as "PSK AURA" (for short "the said Flat/Unit/Commercial Premises/Shop ") as shown in red colour boundary line on the typical floor plan thereof annexed hereto and marked as ANNEXURE "_____" together with the permission to use __ (____) car parking space in 1st Level Basement/2nd Level Basement/3rd level Basement and Ground Floor/Stilt (for short "the Parking Space") to be identified/earmarked by the Promoters at the time of handing over possession of the Flat/Unit/Commercial Premises/Shop to the Purchaser/sand more particularly described in the Second Schedule hereunder written (for

brevity's the said Flat/Unit/Commercial Premises/Shop and the said Car Parking Space unless otherwise expressly described, are hereinafter collectively referred to as "the Premises"); at or for the consideration of Rs. _____/- (Rupees _____ Only) as lump sum consideration which is inclusive of the proportionate price of the common area and the facilities appurtenant to the said Flat/Unit/Commercial Premises/Shop exclusive of all Statutory Levies, GST as applicable, development charges, infrastructure charges as also various deposits, charges, advance maintenance, fees, payment of various other amounts towards deposits, charges, taxes, stamp duty and registration charges, etc. as specified hereinafter under these presents. The Purchaser/s has/have paid to the Promoters sum of Rs. _____/- (_____ Only) as earnest money, on or before execution hereof (the payment and receipt whereof the Promoters hereby admits and acknowledges and of and from the same and each part thereof do hereby acquit, release and discharge the Purchaser/s forever) and hereby agrees to pay to the Promoters the balance amount of purchase price of Rs. _____ /- (Rupees _____ Only) The Purchaser/s shall pay the aforesaid consideration price to the Promoters /Developers as per Annexure " _ ":-

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces / mechanical parking space/ garage bearing Nos admeasuring _____sq. ft. having _____ ft. length x _____ ft. breath x _____ ft. vertical clearance and situated at Basement and/or stilt

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and /or podium being constructed in the layout for the consideration of Rs..... /.

(iii) 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.

(iv) The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees

_____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs _____ Rupees _____ and shall be deposited in _____ RERA Designated Collection Bank Account, _____ Bank, _____ Branch having IFS Code _____ situated at _____.

In addition to the above bank account, I/we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. _____ and _____ respectively in the following manner :.

5. The Total price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of Value Added Tax, service tax, GST and cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the project payable by the Promoters) up to the date of handing over the possession of the Flat/Unit/Commercial Premises/ Shop. 6. The Purchaser/s shall be responsible for deduction of TDS for every installment paid and payable to the Confirming Party as per the applicable rules and shall also be responsible for submission of TDS Certificate issued by the competent Authority within a period of fifteen days from the payment of every concerned installment. In the event of failure on the part of Purchaser/s to pay requisite TDS amount and to deposit the TDS Certificate within a period of 15 days from the

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payment of concerned installment, the Purchaser/s shall be required to pay penalty of Rs. 50 per day for the period of delay in submission of Certificate.

6. The total price is escalation -free, save and except escalations /increases, due to increase on account of development /infrastructure or otherwise charges by whatever name called payable to the Competent Authority (State /Central /local bodies) and/or any other increase in charges which may be levied or imposed by the Competent Authority Local Bodies/Government from time to time. The Promoters undertake and agree that while raising a demand on the Purchaser for increase in development/ infrastructure or other charges, costs or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/order/rule/regulation published /issued in that behalf to that effect along with the demand letter being issued to the

Allottee/Purchaser, which shall only be applicable on payment made subsequent payments as applicable.

8. **The Promoters shall confirm the final carpet area of the Flat/Unit/Commercial Premises/Shop that has been allotted to the Purchaser/s after the construction of the Building 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 Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Purchaser/s 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 Purchasers. If there is any increase in the carpet area allotted to Purchaser/s, the Promoters shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause ___() of this Agreement.**

9. SECURITIZATION OF THE TOTAL CONSIDERATION

The Purchaser hereby confirms to the Promoters to securitize the Total Consideration and/or part thereof and the amounts receivable by the Promoters hereunder and to assign to the banks/financial Institutions the right to directly receive from the Purchaser the Total Consideration and/or part thereof and/or the

amounts payable herein. It is further agreed that any such securitization shall not lead to an increase in the Total Consideration agreed to be paid by the Purchasers for the Premises and any payment made by the Purchasers to the Promoters and/or any bank or financial institution nominated by the Promoters in writing, shall be treated as being towards the fulfillment of the obligations of the Purchaser/s under this Agreement to the extent of such payment.

- 10a. **The Purchaser/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition sale/transfer of immovable properties in India, etc. and provide the Promoters with such permission, approvals which would enable the Promoters to**

fulfill their obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the Provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser/s understand and agree that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

10b. The Promoters accept no responsibility in this regard. The Purchaser/s shall keep the Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/s to intimate the same in writing to the Promoters immediately and comply with necessary formalities, if any, under the applicable laws. The Promoters shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser/s and such third party shall not have any right in the application/allotment of the said Flat/Unit/Commercial Premises/Shop applied for herein in any way and the Promoters shall be issuing the payment receipts only in favour of the Purchaser/s only.

10c. **The Purchaser/s authorize the Promoters to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoters may in their sole discretion deem fit and the Purchaser/s**

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undertake not to object/demand /direct the Promoters to adjust his /her/their/it payments in any manner.

11a. In the event, the Purchaser/s being desirous of obtaining housing loan from any bankers or financial institutions so as to pay the balance consideration for purchase the said Flat/Unit/ Commercial Premises/Shop s under these presents, the Purchaser/s shall be entitled to do so only after obtaining previous written approval from the Promoters and only after he/she/their/it having complied with, fulfilled, observed and performed his/ her/their/it part of the obligations contained under these presents and further undertake to do so. The Promoters do not give guarantee to such finance or housing loan and the Purchaser/s shall apply for and obtain such housing finance/loan solely at his/her/their/it risk as to costs and consequences and shall indemnify and keep the Promoters indemnified against any claim, demand or action being claimed, demanded or initiated by the bankers and/or financial institutions whosoever have sanctioned and/or disbursed such housing finance.

11b. It is further agreed and understood that in the event of the Purchaser/s having obtained sanction of housing finance, Purchaser/s shall inform in writing to the Promoters of having his/her/their/it obtained sanction of such finance and confirm that the bankers/financial institution shall disburse and pay the housing finance/loan as may have been sanctioned and approved directly to and in the name of the Promoters alone. Such disbursement/payment shall be made by the bankers/financial institution by Cheque (crossed/Account Payee) /Pay Order/RTGS directly in the name of the Promoters and shall be handed over personally to the Promoters Acknowledgement, if any, by any unauthorized persons and/or the Purchaser herein shall not bind the Promoters as having received such housing finance on behalf of the Purchaser/s.

11c. It is further agreed and understood that the Purchaser/s, subject to what is stated hereinabove, shall be free to offer his/her/their/it right under these presents only as and by way of security for repayment of such finance. The Promoters shall not be called upon to sign or execute any further or other writings, confirmation, declaration or otherwise nor shall they be called upon to give any security of their right of development of the said property/plot to any bankers /financial institution. It is further agreed and understood that irrespective of the fact whether the Purchaser/s has/have obtained sanction of housing loan/finance from his/her/their/it financial institution in respect of the said Flat/Unit/Commercial Premises/ Shop, in the event of any delay in disbursement or failure in payment/

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disbursement of the balance consideration payable by the Purchaser/s to the Promoters under these presents, the Purchaser/s alone shall personally be liable or responsible to pay the amount so payable under these presents and shall not claim any equity or otherwise on the ground of having not obtained disbursement or delay in disbursement of such amount by bankers /financial institution. The Purchaser/s shall pay amount so due and payable to the Promoters from his /her/their/it own source of income.

11d. The transaction under these presents is for allotment of said Flat/Unit/Commercial Premises/Shop to the Purchaser/s in the building to be constructed by the Promoters on the plots pursuant to the Authority given by the said Lessees under the documents executed in favour of the Promoters. The consideration fixed under these presents is exclusive of payment of statutory charges or levies including GST as applicable/levy by any authority or authorities of Government or Semi-Government. The Purchaser/s alone shall, in addition to the aforesaid consideration pay and/or reimburse to the Promoters all such statutory, levies and charges including, betterment /development/ infrastructure charges, as may be payable, etc. as and,

if so levied, by the Concerned Authorities and the Promoters shall not be held liable or responsible for the same.

11e. In the event of delay or default in payment of any one or more installments on being payable under these presents, by the Purchaser and/or his/her/their/it Banker/Financial Institution the Purchaser/s personally shall be liable to pay such amount of interest as the Promoters are entitled to as also subjected to cancellation of the allotment and termination of this agreement as completed under these presents. The Banker/Financial Institution shall not claim any equity or otherwise against the Promoters. It is expressly agreed and understood by the Purchaser/s that due to force major events as contemplated hereinafter, in the event, if the Promoters are unable to hand over possession of the premises within stipulated period, (which is being tentative) the Purchaser shall not claim any interest or compensation on the ground that he/she/they being subjected to pay interest to his/her/their Banker/Financial Institution as the Banker/Financial Institution would consider to sanction or disburse the loan/finance only after confirming or having notice of the terms of these presents.

12. The Purchaser/s hereby expressly declare and confirm that he/she /they/it has/have been disclosed by the Promoters various terms, conditions, stipulations, etc. under the said Agreement entered into with the said Lessees, permissions, orders, approvals, sanctions/NOC

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granted by various Concerned Authorities as recited hereinabove and other disclosers in terms of provisions of RERA/MahaRERA. The Purchaser/s independently as also jointly with the Purchaser/s of other Flat/Unit/Commercial Premises/Shop in the building, on taking possession of their respective Flat/Unit/Commercial Premises/Shop, shall comply with, fulfill, observe, perform and abide by all the terms, conditions, stipulations, etc. imposed by the Concerned Authorities while giving/granting various permissions, orders, approvals, sanctions/NOC as aforesaid. It is expressly agreed and understood that the Purchaser/s shall specifically comply with the terms of I.O.A and Amended I.O.A. as recited hereinabove issued by MCGM/MHADA. The Purchaser/s shall not object, dispute or challenge to all such terms and conditions of the I.O.A. as aforesaid.

13. The Promoters 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 Flat/Unit/Commercial Premises/Shop to the Purchaser, obtain from the Concerned Local Authority Occupancy Certificates in respect of the said Premises.

14. Time is essence for the Promoters as well as the Purchaser. The Promoters subject to the events of force majeure shall abide by the time schedule for completing the project and handing over the Flat/Unit/Commercial Premises/Shop to the Purchaser and the common areas to the said Society after receiving the Full Occupancy Certificate. Similarly, the Purchaser shall make timely payments of the installments and other dues payable by him/her/them/it and meeting the other obligations under the Agreement subject to the Promoters carrying out the construction work as contemplated and as provided in clause (____) hereinabove (i.e. Payment Plan linked with completion of the concerned work)

15. The Promoters hereby declare that the FSI presently available in respect of the said plots described in the First Schedule hereunder written and as per the amended policy of the Concerned Development Authority is about _____sq.mts., inclusive of extra and further BUA Fungible FSI, Premium FSI/TDR FSI as granted by MHADA TDR FSI of _____sq. mts., as evident from the sanctioned plans and are entitled to acquire balance development potentiality of TDR FSI as may be permitted and hereby reserve their right to consume and avail the benefit of unused/unutilized and/or balance FSI/TDR in future and as may be permissible and

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as may be granted to them and the said Lessees under the said Agreement and presently the Promoters are entitled for construction of the Building by use of the development potential of _____sq. mtrs. and that no part of the said Floor Space Index (FSI) has been utilized by the Promoters elsewhere for any purpose whatsoever. In case the said FSI has been utilized by the Promoters elsewhere, then the Promoters shall furnish to the Purchaser/s all the detailed particulars in respect of such utilization of said FSI by them. In case while developing the said plot, the Promoters have utilized any further FSI of any other property by way of floating FSI or TDR then the particulars of such FSI shall be disclosed by the Promoters to the Purchaser/s

17. Without prejudice to the right of Promoters to charge interest as stipulated _____ above, on the Purchaser three committing default in payment on due date of any amount due and payable by the Purchaser to the Promoters under this Agreement (including his/her/their proportionate share of taxes/GST levied by Concerned Local Authority and other outgoings) and on the Purchaser committing three defaults of payment of instalments, the Promoters shall at their own option, may terminate this Agreement.

PROVIDED THAT, Promoters shall give notice of fifteen

days in writing to the Purchaser/s, by registered post AD at the address provided by the Purchaser and mail at the email 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 Promoters within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

OR

PROVIDED FURTHER THAT upon termination of this Agreement as aforesaid, the Promoters shall refund to the Purchaser/s his/her/their Bankers/Lenders (subject to adjustment and recovery of any agreed liquidated damages as set out under these presents or any other amount which may be payable to the Promoters) within a period of thirty days of the termination, the balance of consideration of the Flat/Unit/Commercial Premises/Shop which may till then have been paid by the Purchaser/s to the Promoters. However, such amount shall be refunded only against the Purchaser/s having executed and get registered a Deed of Cancellation with usual covenants and return of

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Original of these presents. The Purchaser/s shall not be entitled to claim refund/return of any of the statutory levies such as stamp duty, registration charges, GST, etc.

In the event, the Purchaser/s has/have taken housing finance/loan from his/her/their/it banks /financial institutions, then in such event the aforesaid amount shall be refunded directly to the banker /financial institution against return of the Original of the Agreement so deposited as security, duly cancelled and on execution and registration of necessary document.

On termination the Promoters are free to deal with the Flat/Unit/Commercial Premises/Shop s as they deem fit even without executing necessary Deed of Cancellation. Purchaser confirms the same and shall no dispute the same or create any false case/claims on the Promoters or the Flat/Unit/ Commercial Premises/Shop.

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

19 POSSESSION

The Promoter shall give possession of the Apartment to the Allottee on or before..... day of20___. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his

control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

(i) War, civil commotion or act of God;

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

While handing over possession of the said premises Promoters shall identify the car parking space if so allotted, as above. While handing over possession of the said Flat/Unit/Commercial Premises/Shop Promoters shall identify the car parking space if so allotted, as above.

19.2 PROCEDURE FOR TAKING POSSESSION –

The Promoters, upon obtaining the Occupancy Certificate from the Competent Authority and on the payment made by the

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Purchaser as per the agreement shall offer in writing the possession of the Premises, to the in terms of this Agreement to be taken within ___ (days) from the date of issue of such notice and the Promoters shall give possession of the Flat/Unit/Commercial Premises/Shop to the Purchasers against the Purchaser executing a letter of possession and confirmation.

The Promoters agree and undertake to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Purchaser/s agree(s) to pay the maintenance and other charges/taxes as determined by the Promoters or association of Purchasers in the Buildings, as the case may be. The Promoters on their behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of Wing.

19.3 The Purchasers shall take possession of the Premises within 15 days of the written notice from the Promoters to the Purchasers intimating that the said Premises are ready for use and occupancy:

19.4 Failure of Purchasers to take Possession of Flat/Unit/Commercial Premises/Shop: Upon receiving a written intimation from the Promoters as above, the Purchaser shall take possession of the Flat/Unit/Commercial Premises/Shop from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters

shall give possession of the Flat/Unit/Commercial Premises/Shop to the Purchaser. In case the Purchaser fails to take possession within the time provided as above the Purchaser shall continue to be liable to pay maintenance charges, taxes, etc. as applicable.

20. If within a period of 5 (five) years from the date of handing over the Flat/Unit/Commercial Premises/Shop to the Purchasers, the Purchasers brings to the notice of the Promoters any Structural defect in the premises or the building in which the Flat/Unit/Commercial Premises/Shop are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at its own cost and in case it is not possible to rectify such defects, then the Purchasers shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act.
21. The Purchaser shall use the Flat/Unit/ Commercial Premises/Shop or any part thereof or permit the same to be used only for purpose of residence /office/show-

room/shop for carrying on any business. He shall use the parking space only for purpose of keeping or parking vehicle.

22. ULTIMATE ORGANIZATION

22.1 Since the Society is already in existence and being the Lessee of the said plot and other allotted areas, the Promoters/Developers are not required to form any other association or organization nor to cause transfer of any further right in portion of the said entire plot and/or the building on being constructed thereon.

22.2 Within 3 months from the date of the Purchaser is handed over possession of the premises, so allotted under these presents, the Promoters shall cause the society to admit, enroll and accept the Purchaser as its member and shareholder and issue necessary shares, from its share capital. The Purchasers shall sign execute and submit necessary, applications/membership Applications, and other requisite forms and submit the same alongwith the true copy of these presents to the Society to get him/her/them admitted as members of the Society.

22.3 On the Purchaser being admitted and accepted as Member of the Society, the Purchaser shall bound and liable to comply with, fulfill, observe and perform all the Rules, Regulations and Bye-Laws of the said Society as also all the statutory stipulations, terms, conditions and covenants for use of such premises. The Purchaser along with Purchasers of other Flat/Unit/Commercial Premises/Shop shall be bound and liable to comply with and fulfill all the terms, conditions and obligations as contemplated in the said Development Agreement.

23. After having expired period of notice in writing on being given by the Promoters to the Purchaser/s that the said Flat/ Unit/Commercial Premises/Shop is ready for use and occupation, the Purchaser/s on being required and called upon by the Promoters 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 said plot and building namely local taxes, betterment charges or such other levies by the Concerned Local Authority/MCGM/MHADA and/or Government Authorities towards water charges, property taxes, Lease, rent, insurance, common lights repairs and salaries of clerks, bill collectors, chowkidars, sweepers, maintenance of main water pump, auxiliary water pump, lifts, common area and all other expenses necessary and incidental to the management and maintenance of the plots and the building to the Promoters and/or the Society on being formed and registered as the case may be. The

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amounts so paid by the Purchaser/s to the Promoters shall not carry any interest and remain with the Promoters. The Purchaser/s shall also be liable to pay to the Promoters his/her/their share for payment of development and infrastructure charges/deposits, etc. as may be demanded by the Promoters.

24.1 The Purchaser, on or before taking possession of the said Flat/Unit/Commercial Premises/Shop, shall pay the Promoters the following amounts.

i) Rs. _____/- for legal charges

ii) Rs. _____/- towards electric water meter and gas deposit and charges.

iii) Rs. _____/- Development charges and infrastructure charges

iv) Rs. _____/- Expenses towards providing fitness Centre and other amenities (if so provided)

v) Rs. _____/- towards _____ (kindly fill in) charges

vi) Rs. _____/-

=====
Rs. _____/- Total
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The amount paid or becoming payable to the Promoters by the Purchaser under this Sub-clause are non-refundable and shall not carry any interest. The Promoters shall not be liable to render any accounts of such amounts or deposit to such Purchaser or Society at any time.

24.2 At the time of taking possession of the new premises the Purchaser/s shall deposit with the Promoters a sum of Rs. 1,00,000 /- (Rupees One Lakh Only) as Security Deposit towards any loss or

damages/destruction, etc. being caused in the Flat/Unit/Commercial Premises/Shop /adjoining Flat/Unit/Commercial Premises/Shop, any portion of the building or common facilities while carrying out work of interior, fittings, etc. in the Flat/Unit/Commercial Premises/Shop. On completion of such work, the Promoters after having verified loss, damages or destruction, if any, being caused, ascertain the loss, etc. and after deducting the same, shall refund the balance amount of such deposit to the Purchaser/s.

25. The Purchaser shall also on or before taking possession of the said Flat/Unit/Commercial Premises/Shop keep deposited with the Promoters the following amounts.

i) Rs. _____/- for share money, membership application, entrance fee of the

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Society/Organization .

iii) Rs. _____/- Advance maintenance charges for 18 monthly)
Rs. _____/- Total

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26. The Purchaser/s shall checkup the fixtures and fittings in the said Flat/Unit/Commercial Premises/Shop before taking possession of the same. Thereafter, the Purchaser/s shall have no claim against the Promoters in respect of any item or work in the said Flat/Unit/Commercial Premises/Shop or in the said building/s which may be alleged not to have been carried out and/or completed and/or being not in accordance with the plans, specifications and/or this agreement and/or otherwise howsoever in relation thereto.

27. **REGISTRATION:**

It shall be the responsibility of the Purchaser/s to pay the Stamp duty and Registration charges before execution of this Agreement and immediately, after execution of this Agreement, at his/her/their/it own cost and expense, lodge the same for the registration with the office of Sub-Registrar of Assurances. The Purchaser/s shall forthwith inform the Promoters the serial number under which the Agreement is lodged so as to enable the representative of the Promoters to attend the office of the Sub Registrar of Assurances and admit execution thereof. The Promoters may extend assistance/co-operation for the registration of this Agreement, at the cost and expense of the Purchaser/s. However, the Promoters shall not be responsible or liable for any delay or default in such registration.

28. The Promoters shall utilize the amounts paid by the Purchaser/s to the Promoters for meeting all legal costs, charges and expenses,

outgoings, payment deposit including professional costs of the Attorney at Law/Advocates of the Promoters in connection with a admission as member of the said Society and the cost of preparing and engrossing this Agreement.

29. The Promoters shall maintain a separate records /account in the books in respect of sums received by the Promoters from the Purchaser/s as advance or deposit, sums received on account of the share money for admitting the Purchaser/s as member of the said Society on being formed and registered on or towards the outgoings and shall utilize the amounts only for the purposes for which they have been received. OR

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Stamp Duty and Registration:- the charges towards stamp duty and registration of this Agreement shall be borne by the Allottee.

30. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance of giving of time to the Purchaser/s by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s or shall the same in any manner prejudice the rights of the Promoters.

31. As provided in the said Agreement, the Promoters shall have full right and absolute power and authority and will be absolutely entitled to raise moneys for development of the said Plots or otherwise and to keep their right of development under the said Agreement and the unsold premises available to them of free sale as security for repayment thereof and the Purchaser/s hereby confirm the same.

32. The Promoters shall in respect of any amount remaining unpaid by the Purchaser/s under this Agreement have first and express lien and charge on the said premises agreed to be purchased/acquired by the Purchaser/s.

33. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS

The Promoters hereby represents and warrants to the Purchaser/s as follows:

- i. The Promoters has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and have the requisite rights to carry out development upon the project land and also have actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoters have lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigation pending before any Court of law with respect other 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

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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 Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project and, Building/wing and common areas.

- vi. The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- vii. The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Flat/Unit/Commercial Premises/Shop to the Purchaser/s in the manner contemplated in this Agreement;
- viii. On completion of the project and within the time as stipulated in the said Redevelopment Agreement, the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Society .
- ix. The Promoters have duly paid and shall continue to pay and discharge undisputed Government all 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;
- x. No notice from the Government or any other local body or authority or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoters in respect of the project land and/or the Project except those disclosed in the title report.

34. The Purchaser/s for himself/herself/themselves/itself with intention to bring all persons (into whosoever hands the Flat/Unit/Commercial Premises/Shop s may come) doth hereby covenants with the Promoters as follows:-

i) To maintain the said premises agreed to be sold under this Agreement at his/her/their/its own cost in good tenable

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repair and condition from the date the possession of the said Flat/Unit/Commercial Premises/Shop is taken and shall not do or suffered to be done anything in or to the building in which the said premises is situated, staircase or any passage which may be against the Rules, Regulations or Bye-Laws of Concerned Local or any other authority and/or the Bye-Laws of the Society on being formed and registered or change alter or make addition in or to the building in which the said premises is situated and the said premises itself or any part thereof.

ii) Not to store in the said Flat/Unit/Commercial Premises/Shop 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 said premises is situated or storing of which goods is objected to by the Concerned Local or other authority and shall not carry or cause to be carried heavy packages which may damage or likely to damage the upper floors, staircases, common passage or any other structure of the building in which the 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 on account of negligence or default of the Purchaser/s, in this behalf, the Purchaser/s shall be liable for the consequence of the breach.

iii) To carry at his/her/their own cost all internal repairs to the said Flat/Unit/Commercial Premises/Shop and maintain the said premises in the same conditions, state and order in which it was delivered by the Promoters to the Purchaser/s and shall not do or cause to be done anything in or to the building in which the said premises is situate or the Flat/Unit/Commercial Premises/Shop which may violate the Rules and Regulations and Bye-Laws of the Concerned Local Authority including MCGM/MHADA or other Public Authority and/or the Society. In the event of the Purchaser/s committing any act in contravention of the above provision the Purchaser/s shall be responsible and liable for the consequences thereof to the Concerned Local Authority and/or other Public Authority/MHADA.

iv) Not to demolish or cause to be demolished the said premises agreed to be allotted under these presents or any part thereof, nor at any time make or cause to made any addition or

alteration of whatever nature therein or any part thereof, nor

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any alteration in the elevation and outside colour scheme of the building in which the said premises is situated and shall keep the portion, sewers, drains pipes in the building premises and 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 said Flat/Unit/Commercial Premises/Shop is situated and shall not chisel or in any other manner damages to columns, beams, walls, slabs or RCC Partis or other structural Members in the said premises without the prior written permission of the Promoters and/or the Society or the Limited company .

v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building in which the said Flat/Unit/Commercial Premises/Shop is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance, if so taken.

vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Unit/Commercial Premises/Shop in the compound or any portion of the project and the said plot and the building is situated.

vii) Pay to the Promoter/ Organization within Fifteen days of demand his/her/their share of security deposit demanded by Concerned Local Authority, MCGM/MHADA the said Society or Government for giving water, electricity or any other service or connections to the building in which the said Flat/Unit/Commercial Premises/Shop is situated.

viii) To bear and pay in proportion increase in local taxes, water charges, insurance such other levies if any, which are imposed or levied by the Concerned Local Authority and/or Government and/or other public authority, on account of change of user of the said premises by the Purchaser/s other than for residential/commercial purpose for which the Premises is sold.

ix) The Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit of this Agreement until all the dues payable to the Promoters and the said Society under this Agreement are fully paid. and only if the Purchaser/s had not been guilty/breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/have obtain prior approval in writing from the Promoters

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till the affairs and management of the Building are taken over by the Society.

- x) The Purchaser/s shall observe and perform all the Rules and Regulations which the Society has so far followed and the amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat/Unit/Commercial Premises/Shop therein and for the observance and performance of the building Rules, Regulations and Bye-Laws for the time being of the Concerned Local Authority including MCGM/MHADA and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulation and conditions laid down by the said Society on being formed and registered regarding the occupation and use of the Flat/Unit/Commercial Premises/Shop in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- xi) Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of society/limited society, if so, required under the law as applicable but not otherwise the Purchasers shall permit the Promoter and their Surveyors and agents, with to 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) The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Purchasers as advance or deposit, sums received on account of the share capital to be paid/deposited with the society towards the outgoings, legal charges and shall utilize the amounts only for the purposed for which they have been received.
- xiii) Not to use any parking space (i.e. Stack/mechanical parking starting from lower basement), if so permitted to use for any other purpose save and except parking of personal vehicle and not to close such space in any manner whatsoever;
- xiv) In the event the Promoters and/or the society require the Purchaser to temporary vacate the parking space so as to enable other Purchaser of premises in the building to have temporary use for social or other events/function, the Purchaser shall extend necessary co-operation by temporarily discontinuing such use as parking and facilitate the other Purchasers in the building;
- xv) To permit the Promoters and their surveyors, agents and

authorized persons with or without workmen and others, at all reasonable times, to enter into and upon the said Plot and/or building or any part thereof as also of the said premises agreed to be allotted under these presents to view and examine the state and condition thereof.

xvi) Not to use any open space either in front or rear side of the premises any open space nor to cover the same in any manner temporarily or otherwise and not to store or display any articles, goods, etc.

xvii) Not to dry the clothes or hang any clothes on any of the windows of the said premises, but shall use the dry balcony and space for that purpose.

xviii) Not to do or suffered to be done anything to the Building, entrance, lobbies, staircase etc. which may be against the Rules, Regulations and bye-laws of the Concerned Local and public bodies and/or which may be inconsistent with or in breach of the various permissions, sanctions, etc. granted by the Concerned Authorities.

xix) Not to encroach upon external and/or internal ducts, voids areas attached to the premises by constructing permanent or temporary work by closing and/or using it. The said duct area is strictly provided for maintenance of service, utility such as plumbing, pipes, cables, etc.

xx) Not to affix or put any dish antenna, A.C. Condenser units outside the premises, due to which likely possibility to spoil the exterior elevation of the premises/building. However, common dish antenna can be installed on the terrace of the building.

xxi) To keep and affix outdoor A/c units only in the location/ space specified by the Promoters to the premises/.

xxii) That whenever the washing machine shall being installed, flexible outlet of the same shall be connected to the outlet provided in the wall through on elbow and pipe piece only and such installation must be done as per manufacturers instruction and through professional/ qualified plumbers only to avoid any further maintenance problems in future.

xxiii) Not to affix or put any grills outside the window as well as not to changes material, color, holes, windows, chajjas, railing, etc. due to which likely possibility to spoil the exterior elevation of the premises and building.

xxiv) Not to put or keep plant pots, signboards and/or any object outside the windows.

xxv) In case of purchase of Shop/premises /Commercial unit/ Office

- i) not to keep any Articles, stores, goods, sign boards as also not to use and/or cover up the front open space in any manner whatsoever nor to park or permit to park any vehicles on front side of the premises and/or open space in compound of the building/ property.
- ii) not to use of the premises for dance bar, or any unlawful, illegal, immoral or other purposes as prohibited by the Concerned Authorities of MCGM/MHADA and State Government.
- iii) to separately insure such premises.
- iv) not to change the internal/external work including of doors, windows etc.
- v) not to dismantle the flooring nor to underlay such flooring of the premises.
- vi) not to construct Chhejjas or other RCC work in the premises.
- vii) to use only the front portion of the shops on the Ground Floor as access to the shop premises and shall not use any other open portion of the compound of the building/wing/plot.
- viii) not to store any articles, goods, furniture or otherwise on the staircase/lobby of the wing in which the office premises is situate.
- ix) not to use the lift provided in the Wing for the purpose of bringing or shifting furniture, articles, goods, etc. by the office occupier of the first floor.
- x) not to use any portion of the terrace/common terrace for the purpose of installation of any communication instrument, tower or affix any sign board, hoarding, name plate or otherwise.
- xi) not to use any portion of the outside walls including walls in the stair case for the purpose of affixing any name plate, board or otherwise by the occupier of the office premises.

35. After the Promoters hand over management of the building the Purchaser/s and the society shall preserve and maintain the various documents such as Ownership document, copies of I.O.A.,

Commencement Certificate, subsequent amendments, Occupation Certificate, canvass mounted plans, soil investigate on reports, RCC details and plans, structural stability reports, details of repairs carried

out in the building, supervision certificates of Licensed site supervisor, various NOCs and completion certificates issued by licensed surveyors, Architect, CFO, etc. and the Purchaser/s along with other Purchasers and Occupants of the premises in the Building shall be responsible to carry out periodical structural audit of the building along with fire safety audit from time to time as per requirement of the authorized agency of MHADA and shall preserve and maintain the subsequent periodical structural & fire audit reports and repair history of the said building and shall comply with fulfill and abide by the terms of all the permissions, sanctions, certificates, etc., issued/to be issued hereafter by the Concerned Authorities.

36. The Purchaser/s shall use the said Flat/Unit/Commercial Premises/Shop s and every part thereof or permit the same to be used only for the purposes as may be permissible. The said Flat/Unit/Commercial Premises/Shop agreed to be allotted under these presents as also other Flat/Unit/Commercial Premises/Shop s in the building as may be allotted by the Promoters to their prospective Purchasers shall not be used for any non-residential and such other activity and user not permitted by MCGM/MHADA and a separate undertaking in writing shall be given by the Purchaser/s herein as also the Purchasers of other Flat/Unit/Commercial Premises/Shop s in the building before taking possession of the Flat/Unit/Commercial Premises/Shop s allotted under these presents. He/She/They shall use the car parking, if so allotted and/or permitted to use in writing only for purpose of keeping or parking the Purchaser/s' own vehicle. The Promoters shall have full right, absolute authority and entitled to allow use and allot car parking space not already allotted/allowed to such of the Purchasers of Promoters as the Promoters may deem fit and the Purchaser/s herein shall not object or dispute to the same. It is expressly agreed and understood that if the Purchaser/s has/have acquired and purchased car parking space along with the Flat/Unit/Commercial Premises/Shop under these presents from the Promoters, the Purchaser/s shall not be entitled to deal with and dispose off car parking space, if so allotted under these presents separately and/or independently in favour of any outsider who have not acquired the Flat/Unit/Commercial Premises/Shop in the building and shall also abide by fulfill and comply with the bye-laws directions, etc. of Organization/Society on being formed and

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registered after the Promoters hand over the management and affairs of the building and the plot to such Organization/Society on being formed and registered.

37. The said building to be constructed as aforesaid shall, always be known as “PSK Aura” or by such other name as may be desired by the Promoters the name of the Society shall continue to remain the same

38. It is expressly agreed and understood that the Promoters shall not be held liable or responsible to bear pay and discharge any amount towards taxes, rates, outgoings, maintenance charges, electricity and water charges, etc. in respect of the unsold Flat/Unit/Commercial Premises/Shop s/car parking, etc. The Purchaser/s herein shall not, either individually or with other Purchaser/s, claim for or demand any such amounts from Promoters. All the benefits including towards payment of taxes, maintenance and other charges in respect of the unsold Flat/Unit/Commercial Premises/Shop/parking space, even after possession of other premises are handed over to other purchasers from the Promoters, as also to the members of the Society on being formed and registered, etc. shall exclusively belong to the Promoters alone.

40. The Promoters shall, if necessary, become the member of the Society in respect of their rights and benefits with regard to unsold Flat/Unit/Commercial Premises/Shop s/Premises or otherwise. If the Promoters deal with or transfer, assign and dispose of such Flat/Unit/Commercial Premises/Shop s or rights and benefits under the said Agreement, at any time to anybody, and realized/ recovered all the amounts/consideration, etc. and after necessary intimation in writing being given by the Promoters, then, the respective assignee, transferee and/or the Purchaser/s thereof shall become members of the Society in respect of the said rights and benefits. The Society herein will not have any objection to admit such assignee, transferee and/or Purchaser/s as the member of the society without any charges whatsoever.

41. In addition to payment of GST, if so payable, development charges, etc., as contemplated hereinabove, if by reason of any amendment to the constitution or enactment or amendment of any existing law or on introduction or enforcement of any statute, circular or notification by any Government (Central or State) this transaction is held to be liable to any other levies/tax's as a sale, service General service or otherwise in whatever form either as a whole or in part any inputs or materials

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or equipment's used or supplied in execution of or in connection with this transaction are liable to tax, the same shall be payable by the Purchaser/s along with other Purchaser on demand at any time and the Promoters shall not be held liable or responsible.

The Purchaser/s subject to timely compliance of the obligations including payment of various amounts and subject to the

right of the Promoters including of termination under these presents, shall have no claim, save and except, in respect of the said premises hereby agreed to be allotted and sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces, fitness Centre & gymnasium, if so, provided though not required refugee area, if any, etc. in the building, will remain the property of the Promoters until the said plot and building are transferred to the society as hereinbefore mentioned.

i. The Purchaser hereby agrees and undertakes that he/she/they shall comply with fulfil and observe rules and regulations as may be framed by the Promoter and/or the society as well as the membership fees for use of the Fitness Centre provided by the Promoters.

42. 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 which shall belong to the Society. The Purchaser/s subject to timely compliance of the obligations including payment of various amounts and subject to the right of the Promoters including of termination under these presents, shall have no claim, save and except, in respect of the said premises hereby agreed to be allotted and sold to him/her/them/it and all open spaces, parking spaces, lobbies, staircases, terraces, Fitness Centre, gymnasium, refugee area, etc. in the building, will remain the property of the Promoters until the said plot and building are transferred to the Society as hereinbefore mentioned and till all the FSI available presently or in future and TDR benefits are used utilized and consumed.

43. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE

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

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Flat/Unit/Commercial Premises/Shop.

44. BINDING EFFECT

Forwarding this Agreement to the Purchaser/s by the Promoters does not create a binding obligation on the part of the Promoters or the Purchaser/s until, firstly, the Purchaser/s sign and deliver this Agreement with all the schedules along with the payment due as stipulated in the payment plan along with the amount of statutory

levies including GST within 7 (seven) days from the date of receipt by the Purchaser/s and secondly, appears for registration of the same before the Concerned Sub-Registrar as and when intimated by the Promoters. If the Purchaser/s fail to execute and deliver to the Promoters this Agreement within 7 (seven) days from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 7 (seven) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchasers in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever.

45. ENTIRE AGREEMENT:

The Parties agree that the Agreement schedules, annexures and exhibits and any amendments thereto constitute the entire understanding between the Parties concerning the subject matter hereof. The terms and conditions of this Agreement overrides, supersedes, cancels any prior oral or written all agreements, negotiations, commitments, writings, discussions, representations and warranties made by the Promoters in any documents, brochures, advertisements, hoardings, etc. and/or through any other medium hereinabove agreed upon between the Promoters and the Purchaser which may in any manner be inconsistent with what is stated herein. This Agreement shall not be amended or modified except by a writing signed by both the Parties.

46. RIGHT TO AMEND:

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

47. 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

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arising hereunder in respect of the project shall equally be applicable to and enforceable against any subsequent Purchaser of the Flat/Unit/Commercial Premises/Shop s, in case of a transfer, as the said obligations go along with the Flat/Unit/Commercial Premises/Shop s for all intents and purposes.

48. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made

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

49. METHOD OF CALCULATION OF PROPORTIONATE SHARE

WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Purchaser/s have to make any payment, in common with other Purchasers in the project, the same shall be the proportion which the carpet area of the Flat/Unit/Commercial Premises/Shop s bears to the total carpet area of all the premises in the project.

50. FURTHER ASSURANCES:

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

51. PLACE OF EXECUTION:

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

52. The Purchasers and/or Promoters shall present this Agreement as

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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 Promoters will attend such office and admit execution thereof.

53. All notices, intimations, letters, communications, etc. to be served on or given to the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served by post under certificate of posting/ Courier/Registered A.D./Ordinary Post /Email ID (if so provided) his/her/their address as specified below.

Name: _____

Address: _____

Mobile No. _____

Email ID. _____

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

54. JOINT PURCHASER:

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

55. if any dispute or difference arises 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, thereunder.

56. This Agreement shall be subject to the provisions of The Real Estate (Regulation & Development) Act 2016 as applicable and the Rules Framed thereunder. All approvals given by me herein shall continue even if Acts may provide otherwise.

57. GOVERNING LAW

That's the rights and obligations of the Parties under or arising out of his Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the _____ Courts

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will have the jurisdiction for this Agreement.

58. The Permanent Account Number of the parties hereto are as follows:-

PAN NO.

Promoters

Triumph Realty AATFT1102D Purchaser/s

1.

2.

IN WITNESS WHEREOF, the Parties hereto have hereunto set and

subscribed their respective hands and seals the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Plots)

FIRSTLY

ALL THAT piece and parcel of plot situated and lying underneath and appurtenant to Building Nos.322 to 327, Plot No.209 of Pantnagar layout admeasuring 1751.12 sq. mtrs. Ghatkopar (East), Mumbai - 400 075 bearing Survey No.236 A, City Survey No. 5682 (Part), Building Nos. 322 to 327, Pant Nagar, of TPS – III, Ghatkopar Kirol in the Revenue Village Ghatkopar (East), Taluka -Kurla, in the Registration District of Mumbai Suburban District and bounded as follows: -

On or towards East : Building No.316 to 321 Siddhi Vinayak CHS On or towards West : Building No.328 to 329 Surbhi CHS On or towards South : Arun Kumar Vaidya Maidan On or towards North : 18.30M wide Hingwala lane road

SECONDLY

The additional area admeasuring 875.28 sq. mtr. without any FSI and without any construction being allowed on the tit-bit plot and RG Plot on land to the Society situate at Pant Nagar, of TPS – III, Ghatkopar Kirol in the Revenue Village Ghatkopar (East), Taluka -Kurla, in the Registration District of Mumbai Suburban District.

THE SECOND SCHEDULE ABOVE REFERRED TO:

A Premises being Flat/Unit/Commercial Premises/ Shop No. ____ admeasuring about _____sq. fts. (Carpet area as defined under RERA/MahaRERA) on ____Floor in the building known as " _____" in the project known as "PSK AURA" on the said Plots (for short "**the said**

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Flat/Unit/Commercial Premises/Shop") along with exclusive right to use ____ (____) car parking space in 1st Level Basement/2nd Level Basement/3rd Level Basement/stilt part/and Ground Floor constructed on the property described in the First Schedule above referred to.

Third Schedule Above Referred to

Here set out the nature, extent and description of common areas and facilities.

A.) DESCRIPTION OF THE COMMON AREAS PROVIDED:

SR NO	TYPES OF COMMON AREA PROVIDED	PROPOSED DATE OF OCCUPANCY CERTIFICATE	PROPOSED DATE OF HANDOVER FOR USE	SIZE AREA OF THE COMMON AREAS PROVIDED
	N.A.	_N.A._	_N.A._	_N.A._

**B.) FACILITIES/ AMENITIES PROVIDED/TO BE PROVIDED
WITHIN THE BUILDING INCLUDING IN THE COMMON
AREA OF THE BUILDING:**

R NO	TYPES OF S FACILITIES / AMENITIES PROVIDED	P HASE NAME / NUMB ER	PROPOS ED DATE OF OCCUPANCY CERTIFICATE	PROPOSED DATE OF HANDING OVER TO THE SOCIETY / COMMON ORGANIZATION	SIZE / AREA OF THE FACILITI ES /AMENITI ES	FSI UTILIZED OR FREE OF FSI
	1 Fitness Centre	N A	31.03.202 9	31.03.2029	339.23 Sq.M.	Free of FSI
	2 Society Office	N A	31.03.202 9	31.03.2029	19.56S q.M.	Free of FSI

**C.) FACILITIES/ AMENITIES PROVIDED/TO BE PROVIDED
WITHIN THE LAYOUT AND/OR COMMON AREA OF THE
LAYOUT:**

R NO	TYPE S OF S FACILITIE S / AMENITIE S PROVIDED	P HASE NAME / NUMB ER	PROP OSED DATE OF OCCUPA NC Y CERTIFI CA TE	PROPO SED DATE OF HANDING OVER TO THE SOCIETY / COMMON ORGANIZA TI ON	SIZ E / AREA OF THE FACILITI ES /AMENI TIES	SIZ E / AREA OF THE FACILITI ES / AMENITI ES	F SI UTILIZ ED OR FREE OF FSI
	_N.A. _	_ N.A._	_N.A. _	_N.A._	_N. A._	_N. A._	_ N.A._

AMENITIES IN FORM OF OPEN SPACES (RG/ PG ETC.) PROVIDED /
TO BE PROVIDED WITHIN THE PLOT AND/ OR WITHIN THE
LAYOUT.

R NO	STYPE OF OPEN SPACES (RG / PG) TO BE PROVIDED	PHA SE NAME / NUMBER	SIZE OPEN SPACES TO BE PROVIDED	PROPOSE D DATE OF AVAILABILITY FOR USE	PROPOSED DATE OF HANDING OVER TO THE COMMON ORGANIZATION
	N.A.	_N. A._	_N.A._	_N.A._	_N.A._

E.) DETAILS AND SPECIFICATIONS OF THE LIFTS:

SR NO	TYPE LIFT (PASSENGER / SERVICE/ STRETCHER / GOODS / FIRE EVACUATION / ANY OTHER)	TOTAL NO OF LIFTS PROVIDED	NUMBER OF PASSENGER OR CARRYING IN WEIGHT (KG)	SPEED (MTR/SEC)
1	Passenger Lift	04	8person	1.5m/s
2	Fire Lift	04	8person	1.5m/s

FORTH SCHEDULE PAYMENT SCHEDULE

Annexure " __ " (For Residential)

Particular	Payable %
On Booking	10%
After Agreement (within 30 days)	20%
On Completion of Excavation	5%
On completion of Raft	5%
On Completion of Plinth	5%
On Completion Of 1st Floor Slab	4%
On Completion Of 3rdFloor Slab	4%
On Completion Of 6th floor Slab	4%
On Completion Of 9th Floor Slab	4%
On Completion Of 12th floor Slab	4%
On Completion Of 15th Floor Slab	4%

On Completion Of 18th floor Slab	4%
On Completion Of Terrace Slab	4%
On Completion Of Internal and External Walls of the Apartment	4%
On completion Of Internal Plaster/Gypsum of the Apartment	4%
On completion Of Flooring of the Apartment	4%

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On the Completion Of External plumbing of the Apartment 3%

On the Completion Of Internal plumbing of the Apartment	3%
On Possession	5%
Total	100%

Annexure " __ " (For Commercial)

Particular	Payable %
On Booking	10%
After Agreement (within 30 days)	20%
On Completion of Excavation	5%
On completion of Raft	5%
On Completion of Plinth	5%
On Completion Of 1st Floor Slab	4%
On Completion Of 3rd Floor Slab	4%
On Completion Of 6th floor Slab	4%
On Completion Of 9th Floor Slab	4%
On Completion Of 12th floor Slab	4%
On Completion Of Internal and External Walls of the Shop	5%
On completion Of Internal Plaster/Gypsum of the Shop	5%
On completion Of Flooring of the Shop	5%
On the Completion Of External plumbing of the Shop	5%
On the Completion Of Internal plumbing of the Shop	5%
On the completion of Shutter intallation of the Shop	5%
On Possession	5%
Total	100%

SIGNED, SEALED AND DELIVERED)

by the withinnamed)

“PROMOTERS/DEVELOPERS”)

TRIUMPH REALTY)

through its Authorized Partner)

SHRI PREMJI VELJI PATEL)

in the presence of)

SIGNED AND DELIVERED)

by the withinnamed)

“ALLOTTEE/S/PURCHASER/S”)

_____)

in the presence.)

Housiey.com

DATED THIS DAY OF _____, 2025.

TRIUMPH REALTY

...PROMOTERS/DEVELOPERS

AND

...ALLOTTEE/S/PURCHASER/S.

AGREEMENT FOR SALE

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