

Village : Umbarde  
 flats/Shop/Office No. : \_\_\_\_\_, On \_\_\_\_\_ Floor,  
 Area : \_\_\_\_\_sq. meters (Carpet)  
 Market Value : Rs. \_\_\_\_\_/-  
 Agreement Value : Rs. \_\_\_\_\_/-

### AGREEMENT FOR SALE

This Agreement is made at Kalyan

On this \_\_\_\_day of \_\_\_\_\_, 202\_\_

BETWEEN

M/s. **Shree Muhurt Developers**, a partnership firm, having its site address at S.No.121 Hissa No.3, Pehelwan Chowk, Opp. Triveni Classic, Village- Umbarde, Kalyan West 421301 District Thane,(Pan No.ACMFS3204L), (Email id: seasonsmuhurt@gmail.com) 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 respective heirs, executors and administrators) being the Party of the First Part.

A N D

\_\_\_\_\_  
 \_\_\_\_\_  
 aged about \_\_\_\_ years, (Pan No.\_\_\_\_\_) occupation \_\_\_\_\_  
 \_\_\_\_\_residing at \_\_\_\_\_  
 \_\_\_\_\_

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

WHEREAS Shri Hanuman Sidhya Dagarkar owns all those pieces and parcels of land lying, being and situate at village Umbarde, Taluka Kalyan, District Thane within the limits of Kalyan Dombivli Municipal Corporation bearing:

New Survey No.	Old Survey No.	Area (sq. mts)
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121/1/D	121/3	3290
121/7	121/7	180
121/11	121/11	1180

and by and under Development Agreement and Power of Attorney both dated 24/01/2014 registered at the office of Sub-Registrar of Assurances at Kalyan under serial No.KLN2/628/2014 and KLN2/629/2014, the said Shri Hanuman Sidhya Dagarkar and Others granted the development rights in respect thereof to M/s. **Shree Muhurt Developers** viz. the Promoter herein,

AND WHEREAS M/s. Dynamic Buildtech Limited is the Owner of all that portion of land admeasuring 104 sq. metres out of Survey No 121/1/F, Old Survey No. 121/8 admeasuring 489 sq. metres lying, being and situate at village Umbarde, Taluka Kalyan, within the limits of the Kalyan Dombivali Municipal Corporation and by and under Development Agreement and Power of Attorney both dated 01.08.2024 registered at the office of Sub-Registrar of Assurances at Kalyan-2 under serial No.KLN-2/ 15767/2024 and KLN-2/15768/2024, the said M/s. Dynamic Buildtech Limited granted the development rights in respect of above portion of land to M/s. **Shree Muhurt Developers** viz. the Promoter herein.

AND WHEREAS the Promoter amalgamated the land admeasuring 3290 sq. metres bearing Survey No. 121/1/D along with the portion of land admeasuring 104 sq. metres out of Survey No. 121/1/F and submitted the plans on the amalgamated land admeasuring 3394 sq. metres for sanction and approval and during the course of scrutiny of plans the land admeasuring 130.193 sq. meters stood not in possession and further an area admeasuring 793 sq. metres stood affected by road and accordingly after deducting the area admeasuring 923.193 sq. metres, the net land stood at **2470.807 sq. metres** and accordingly the Kalyan Dombivali Municipal Corporation granted the sanction and approval under Permit No.KDMCC/B/2025/APL/00921 dated 10.07.2025 and further obtained the revised sanction under Permit No.KDMCC/RB/2025/ APL/00209 dated 01.10.2025 comprising of a Building - Seasons Aura (mixed) – Ground Floor, First Floor, Typical 3<sup>rd</sup> – 4<sup>th</sup> – 5<sup>th</sup> Floor, 6<sup>th</sup> Floor, 2<sup>nd</sup> Floor on the land admeasuring 2470.807 sq. metres hereinafter called and referred to as the "said property" and more particularly described in the first schedule hereunder written.

AND WHEREAS the Promoter has retained the right to develop the piece and parcel of land bearing

New Survey No.	Old Survey No.	Area (sq. mts)
121/7	121/7	180

121/11	121/11	1180
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and such land admeasuring 1360 sq. metres does not form an integral part of land in the present scheme of construction known as Seasons Aura.

AND WHEREAS the Promoter has intended to acquire the Floor Space Index as may be permitted under the provisions of Unified Development Control and Promotion Regulation and to have additional floors on the building/s from time to time along with further increases and incentives therein.

AND WHEREAS the Promoters in accordance with the plans granted by the Kalyan Dombivali Municipal Corporation intends to commence the construction on the said property having the potentiality of the Floor Space Index as sanctioned and/or to be sanctioned thereto from time to time.

AND WHEREAS in pursuance to the sanctioned plans and permissions the Promoters herein well and sufficiently entitled to develop the said property by constructing multistorey building thereon and sell the flats/shop/units on the ownership basis and appropriate the sale proceeds thereof;

AND WHEREAS the Promoters declare that the said sanctions, approvals are still subsisting and completely in force and in terms of said sanctions and permissions the Promoters herein are well and sufficiently entitled to develop said property;

AND WHEREAS as recited hereinabove the Promoters are entitled to develop the said property and carry out the construction of the proposed building/s at their own costs and expenses and to dispose of the flats/shop/units constructed in the building/s on ownership basis and to enter into agreements with the Allottee Purchaser/s and to receive the sale price in respect thereof and upon such disposal of the flats/shop/units to convey the said land together with the building/s constructed thereon in favour of the co-operative housing society and/or the condominium of the apartment owners or corporate body of all those several persons acquiring the respective flats/shop/units;

AND WHEREAS the Promoters have further intended to get the said plans and specification revised, renewed and altered for consumption of remaining floor space index, transfer of development rights and the increases and incentives in the floor space index as may be permitted under the provisions of Unified Development Control and Promotion Regulation to be used and utilized on the said property as may be granted by the Kalyan

Dombivali Municipal Corporation and to exploit the maximum potentiality floor space index on said property, as well as the Promoters further intent to amalgamate the abutting, adjoining and adjacent properties with said property thereby forming a single consolidated holding from time to time and further the Promoters have given the clear inspection of the plans and specifications to the Allottee/s herein as regards the existing sanctioned building and the further proposed expansion, amalgamation and extension to the said property and the Allottee/s herein is well aware of the same;

AND WHEREAS the Promoters are entitled and enjoined upon to construct building on the project land in accordance with the recitals, disclosures, further expansions and future development as mentioned hereinabove which is clearly and elaborately brought to the notice and knowledge of the Allottee/s herein and the Allottee/s is aware of the same.

AND WHEREAS relying upon the above recitals and disclosures and the scope of further and future development being understood by the Allottee/s to which the Allottee/s has/have granted his/ her / their consent, the Allottee/s is/are offered a flat/shop/unit bearing No. \_\_\_\_\_, on \_\_\_\_\_ Floor, admeasuring \_\_\_\_\_ Sq. meters (Carpet) in the Building known as "**Seasons Aura**" (herein after referred to as the "said premises") being constructed on the said property;

AND WHEREAS the Allottee/s 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 declare that he/she/they 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 by the concerned town planning authorities from time to time and accordingly with the above disclosure, the Allottee has agreed to acquire the said premises and to execute the present agreement.

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

AND WHEREAS the Promoters have registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority under No. \_\_\_\_\_ dated \_\_\_\_\_;

AND WHEREAS on demand from the Allottee/s, the Promoters have given inspection to the Allottee/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoters 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 Promoters, authenticated copies of Property Cards or extracts of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoters to the project land on which the Premises are constructed or are to be constructed have been annexed hereto.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoters 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 WHEREAS the authenticated copies of the plans and specifications of the Premises agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed hereto.

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 Promoters 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 Promoters have accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the carpet area as defined under section 2(k) of Real Estate (Regulation & Development) Act, 2016 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 Allottee Purchaser or verandah area and exclusive open terrace area appurtenant to the said Premises for exclusive use of the Allottee 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, under section 13 of the said Act the Promoters is/are required to execute a written Agreement for sale of said Premises with the Allottee/s, 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 Promoters hereby agrees to sell and the Allottee/s hereby agrees to purchase the said premises.

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

1. The Promoter shall construct the Building - Seasons Aura (mixed) – Ground Floor, First Floor, Typical 3<sup>rd</sup> – 4<sup>th</sup> – 5<sup>th</sup> Floor, 6<sup>th</sup> Floor, 2<sup>nd</sup> Floor on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or

modifications which may adversely affect the said Premises of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

- 1.a (i) The Allottee Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Purchaser the premises being flats/shop/ No. \_\_\_\_\_ on \_\_\_\_ floor admeasuring \_\_\_\_ sq. mts. carpet in the building known as **Seasons Aura** (hereinafter referred to as "the Premises") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 for the consideration of Rs. \_\_\_\_\_ the Abovesaid lump sum consideration includes proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

The said premises have Balcony of \_\_\_\_ sq. meters, Enclosed Balcony of \_\_\_\_ sq. meters and open Terrace \_\_\_\_ sq. metres which areas are for exclusive use and benefit of said premises.

- (ii) 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. breath x \_\_\_\_ ft. vertical clearance and situated at Basement / stilt being constructed in the layout for the consideration of Rs. \_\_\_\_/-

or

- (iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos. \_\_\_\_ admeasuring \_\_\_\_ sq. ft. having \_\_\_\_ ft. length x \_\_\_\_ ft. breath x \_\_\_\_ ft. vertical clearance and situated at Basement / stilt being constructed in the layout for the consideration of Rs. \_\_\_\_\_.

or

- (iv) The Promoter has made the provision of parking in the stilt as well as mechanical parking which may in the type of puzzle parking / tower parking/ Stack Parking for four wheeler parking facility. The Allottee Purchaser declares that he is not interested and do not intend to

have any allotment of four wheeler parking slot in the stilt and/or mechanical tower.

- 1(b) The total aggregate consideration amount for the said Premises is thus Rs.\_\_\_\_\_.
- 1(c) The Allottee Purchaser has paid on or before execution of this Agreement a sum of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and shall be deposited in \_\_\_\_\_ RERA Designated Collection Bank Account No. 1550305751, IFS Code "KKBK0001417", Kotak Mahindra Bank., Khadakpada Branch Kalyan (W). In addition to the above bank account, the Promoter have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. 1550305737 IFS Code "KKBK0001417", Kotak Mahindra Bank., Khadakpada Branch Kalyan(W) and Account No. 1550305539, IFS Code "KKBK0001417", Kotak Mahindra Bank., Khadakpada Branch Kalyan(W) in the following manner -
- (a) 9.90% to be paid as earnest money
  - (b) 15.10% to be paid on execution of Agreement for Sale
  - (c) 15% to be paid on completion of the Plinth
  - (d) 6% to be paid on completion of 1st Slab
  - (e) 6% to be paid on completion of 6th Slab
  - (f) 6% to be paid on completion of 11th Slab
  - (g) 6% to be paid on completion of 16th Slab
  - (h) 5% to be paid on completion of 25th Slab
  - (i) 6% to be paid on completion of brick work and internal plaster of the said premises
  - (j) 5% to be paid on completion of External Plaster of the said premises
  - (k) 5% to be paid on completion of flooring and plumbing of the said premises
  - (l) 2.5% to be paid on completion of staircase
  - (m) 2.5% to be paid on completion of Lift and Lobby
  - (n) 5% to be paid on completion of Door and Windows of the said premises
  - (o) 5% On Possession of the said premises being offered to Allottee purchaser on receiving Part Occupation

Certificate/ Occupation Certificate in respect of the said Premises without any objection or demur.

- 1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the said Premises
- 1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/ Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/ rule/ regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1(f) In addition to the Purchase Price payable in terms of this Agreement, the Allottee Purchaser/s agrees to pay to the Promoter, GST (Goods and Service Tax) or any other indirect taxes which may be levied, in relation to the construction of and carrying out the Project and/or with respect to the said Premises and/or this Agreement, whether in existence as on the date of execution of these Presents or at any time hereafter. It is clarified that all such taxes, levies, duties, cesses (whether applicable / payable now or which may become applicable / payable in future) including Goods and Services Tax and all other indirect taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/ bodies on any amount payable under this Agreement and! or on the transaction contemplated herein and/ or in relation to the said Premises, shall be borne and paid by the Allottee Purchaser/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof and all other taxes, duties, cesses whatsoever that may be levied upon the Promoter in relation to the sale of the Flat to the Allottee Purchaser/s as and when demanded by the Promoter. As on the date of execution of these Presents, the primary tax payable in relation to the transaction by the Allottee Purchaser/s to the Promoter is Goods and

Services Tax. The Goods and Services Tax and all other taxes, as may be applicable, are required to be paid together with each installment of the Purchase Price. The timing for payment of such amounts may vary depending upon the manner of implementation of various laws by the Government

- 1(g) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @\_% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1(h) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is completed and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent, the total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 1(i) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 2.1. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Allottee 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 Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the premises to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(c) herein above. ("Payment Plan").

The Allottee 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 Allottee Purchaser to the Promoter under this agreement for the period from the due date of payment till the date of the actual payment thereof.

The Purchaser Allottee 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 Allottee Purchaser for availing any such loan and for creation of any such mortgage/charge in the event the Allottee Purchaser has/have defaulted in making payment of the sale price and/or other amount wise payable by the Allottee Purchaser under this Agreement.

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 Allottee Purchaser. The Promoter shall not be incurred any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.

In case the Allottee 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 Allottee 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 is 4303.888 square meters only and Promoter has planned to utilize Floor Space Index of 10996.112 Sq mtrs 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 Unified Development Control and Promotion Regulation and modifications therein or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 15300 sq. mtrs as proposed to be utilized by him on the project land in the said Project and Allottee Purchaser has agreed to purchase the said Premises based on the proposed construction and sale of Premises to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the premises to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.
- 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate

the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages 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 Allottee to the Promoter.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall deduct 20% of the total amount of consideration received from the Allottee Purchaser and shall refund the balance amount within a period of thirty days of the termination.

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

#### 6. POSSESSION OF THE FLAT/SHOP AND FORCE MAJEURE EVENTS

- 6.1. Subject to timely receipt of all payments of all amounts herein including the entire Consideration from the Allottee Purchaser/s and the Allottee Purchaser/s not being in breach of any of the terms and conditions of this Agreement, the possession of the Flat/Shop shall be handed-over by the Promoter to the Allottee Purchaser/s on or before the Possession Date. The Promoter will make best endeavors to complete the construction of the Flat/Shop on/or prior to 31st December 2030 and give possession of the said Flat/Shop to the Allottee Purchaser prior to the Possession Date. The Allottee Purchaser agrees to accept the possession at an earlier date and to preponement of the payment schedule of the Consideration, upon such earlier handover of possession of the said Flat/Shop. In the event that the Allottee Purchaser/s has/have requested the Promoter to carry on certain additional works in the Flat or any part thereof then and in that event the Promoter may not be in a position to handover possession of the Flat/shop to the Allottee Purchaser/s on before the Possession Date and in such an event the Promoter shall handover the possession of the Flat to the Allottee Purchaser/s only after completion of such additional work and receipt of all approvals in relation thereto.

- 6.2. The Parties agree that the Possession Date shall stand revised in the circumstances specified in Clause 6.1 and 6.3 hereinbelow.
- 6.3. Notwithstanding anything to contrary contained in this Agreement, the Promoter shall without being liable to the Allottee Purchaser/s in any manner including payment of Interest, be entitled to reasonable extension of time for giving possession of the Flat, if the completion of said Building in which the Flat/Shop is situated is delayed on account of factors beyond its control including but not limited to:
- (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
- 6.4. If the Promoter is unable to or fails to handover possession of the Flat to the Allottee Purchaser/s on the Possession Date or such date as may be mutually extended or may be extended due to discontinuance of its business as a Promoter or on account of suspension or revocation of the registration under RERA then and in that event the Allottee Purchaser/s shall be entitled to either of the following:
- 6.4.1. request the Promoter in writing at the address provided by the Promoter, to pay Interest on the amounts paid by the Allottee Purchaser/s for every month of delay till the handing over of the possession of the Flat/Shop to the Allottee Purchaser/s subject to the Allottee Purchaser/s having not committed any breach of any of the terms and obligations under this Agreement and executing the necessary extension letters/documents in respect thereof in the format that may be required by the Promoter;

OR

- 6.4.2. terminate this Agreement by giving written notice to the Promoter at the address provided by the Promoter in which case upon receipt of notice by the Promoter, this Agreement shall stand terminated and cancelled.
- 6.5. The Allottee Purchaser/s hereby acknowledge/s and agree/s that he shall choose one of the aforesaid remedies and not both and once the Allottee Purchaser/s opt/s for any of the above options they shall not be entitled to change the option.
- 6.6. Upon termination under Clause 6.4.2 the Promoter shall refund the Purchase Price received by them from the Allottee Purchaser/s within a period of 30 days from the date of resale by the Promoter together with Interest payable thereon to be computed from the date the Promoter received each installment of the Purchase Price till the date

that the Purchase Price together with Interest thereon is repaid. In terms of Section 18 of RERA and upon payment of the same, the Allottee Purchaser/s shall not have any claim against the Promoter in relation to the same. It is hereby clarified that all taxes and/or levies, deducted and/or paid by the Allottee Purchaser/s under this Agreement including TDS and Service Tax, VAT, GST shall be refunded by the Promoter to the Allottee Purchaser only after the refund of the same has been received by the Promoter from the governmental authority and within 30 days from the date of such receipt by the Promoter from the government authority.

- 6.7. Upon termination of the Agreement as aforesaid, the Allottee Purchaser/s shall have no claim of any nature whatsoever on the Promoter and/or in respect of the said Premises and the Promoter shall be entitled to deal with and/or dispose of the said Premises in the manner it deems fit and proper.
- 6.8. The Allottee Purchaser/s agree/s that he/she/it/they shall accept the 'aforesaid refund along with Interest in full and final satisfaction of all his/her/its claim under this Agreement and/or otherwise.

## 7. PROCEDURE FOR TAKING POSSESSION

- 7.1. The Allottee Purchaser/s shall make payment of the entire Consideration including the balance Consideration and Other Amounts and Deposits payable in terms of this Agreement within 15 (fifteen) days from the Promoter intimating in writing to the Allottee Purchaser/s that the Flat/shop is ready for use and occupation and possession ("IOP" Intimation of Possession") with occupation certificate.
- 7.2. The Allottee Purchaser/s shall take the possession of the Flat/shop by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter in relation to the use and occupation of the said Premises including Flat/shop, the Internal Amenities.
- 7.3. Upon the Allottee Purchaser/s taking possession of the Flat/shop, he/she/they/it shall have no claim against the Promoter in respect of any item of work in the Flat, except to the extent provided herein
- 7.4. Failure of Allottee Purchaser to take Possession of Said Premises from the Promoter: Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee 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 Allottee Purchaser. In case the Allottee Purchaser fails to take possession within the time provided in clause 7.1 such Allottee Purchaser shall continue to be liable to pay maintenance charges as applicable.

- 7.5 If within a period of five years from the date of handing over the said premises to the Allottee Purchaser, the Allottee Purchaser brings to the notice of the Promoter any structural defect in the Premises or the building in which the Premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided after receiving of the flats from the Promoter, any damage due to wear and tear of whatsoever nature caused thereto, the Promoter shall not be responsible for the cost of re-instating and repairing such damages caused by the Allottee Purchaser and the Allottee Purchaser alone shall alone liable to rectify and re-instate the same at his own costs. Provided further however, that the Allottee Purchaser shall not carry out any alterations of the whatsoever nature in the said premises of phase wing and specific the structure of the said unit/ wing/ phase of the said building which shall include but not limit to column, beams, etc., or in the fittings, therein, in particular it is hereby agreed that the Allottee Purchaser shall not make any alteration in any of the fittings, pipes, water supply connections or any creation or alteration in the bathroom, toilet and kitchen which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing.

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

9. The Allottee Purchaser along with other Allottee Purchaser(s) of premises in the building shall join in forming and registering the Cooperative Housing Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee Purchaser, so as to enable the Promoter to register the common organisation of Allottee Purchaser. No objection shall be taken by the Allottee 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. The Promoter shall take into consideration the factual aspect as regards the administration, management of day to day affairs of the constructed and completed building and shall form a time frame policy for formation and registration of the cooperative housing society or association or limited and till such time shall call upon the Allottee purchasers who have acquired the flats to form an ad-hoc committee for carrying out the day to day administration and management of the said building in which the said premises is situated and shall render their sincere and utmost cooperation to such ad-hoc committee till the formation and registration of the society or association or limited company.
- 9.1. The Promoter after formation and registration of such ad-hoc committee, its administration and management and with the cooperation and support of the Allottee purchasers in the building/s shall form and register the cooperation housing society or association or limited company and within three months of such registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Owners in the said structure of the Building or wing in which the said premises is situated and further the Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Owners in the project land on which the building with multiple wings or buildings are constructed.

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

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

Purchaser further agrees that till the Allottee Purchaser's share is so determined the Allottee Purchaser agrees to pay his provisional monthly contribution for Shop Rs.4000/- per month, for 2BHK flat Rs.4650/- per month and for 3BHK flat Rs.6350/- Per month Plus GST towards the proportionate share of outgoings in advance for 24 months and after completion of 24 months of advance maintenance charges undertakes to pay such provisional monthly contribution regularly on the 5th day of each and every month in advance and shall not withhold the same for any reasons whatsoever. The amounts so paid by the Allottee Purchaser to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/ assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Allottee Purchaser also agrees and assures to pay without any delay and as and when demanded by the Promoter the following amount :
  - (i) stamp duty and registration charges and other charges payable to the concerned authorities.
  - (ii) water and electric connection charges,
  - (iii) development charges,
  - (iv) legal charges for documentation
  - (v) transfer fee
  - (vi) water resources development charges
  - (vii) society formation and registration charges
  - (viii) advance maintenance charges of 24 months
  - (ix) requisite levies as may be levied by the state government and semi-government authorities from time to time.
  - (x) requisite corpus fund as may be decided by the Promoter from time to time and the same shall not be withhold on any ground/reason whatsoever.
11. The Allottee Purchaser shall pay the requisite costs for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee Purchaser shall pay to the Promoter, the Allottee 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 Allottee Purchaser shall pay to the Promoter, the Allottee Purchasers' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee 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 Allottee 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 the Allottee 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 Allottee Purchaser in the manner contemplated in this Agreement;
  - ix. At the time of execution of the conveyance deed of the structure to the Association of Purchasers the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchasers;
  - x. The Promoter has duly paid and shall pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the possession of the premises is handed over or building completion or occupation certificate is obtained, whichever is earlier;
  - 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 Allottee Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Premises may come, hereby covenants with the Promoter as follows :-
- i. TO USE the residential flats only for residential purpose;
  - ii. TO CONTRIBUTE proportionately, along with the other occupants, towards the costs and expenses of maintenance, repairs and periodic external painting of the said building;
  - iii. NOT TO DO or permit to be done in or upon the said premises or any portion of the said Building, or any act,

deed or thing which shall cause nuisance annoyance, disturbance, danger or inconvenience to the other purchasers of other premises of the said Building;

- iv. 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.
- v. 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 Allottee Purchaser in this behalf, the Allottee Purchaser shall be liable for the consequences of the breach.
- vi. 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 Allottee 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 Allottee Purchaser committing any act in contravention of the above provision, the Allottee Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- vii. Not to demolish or cause to be demolished the Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Premises is situated and shall keep the portion, sewers, drains and pipes in the Premises and the appurtenances thereto in good

tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Parris or other structural members in the Premises without the prior written permission of the Promoter and/or the Society or the Limited Company.

Not to drill holes or changes in materials and colour on the exterior walls and chajjas of the premises. Not to fix MS grills and if want to fix or install the grills, the Allottees Purchasers shall fix only and only Invisible grills available in market. Not to change in external elevation by changing the windows and railing or keeping pots, boards and objects outside the windows or in any other manner whatsoever.

That Allottees Purchasers have rights only to install and/or fix invisible grills to their premises (Invisible Grills means High quality stainless steel cables upto 2 MM) through Authorised Vendor provided by Builders/Promoters.

That Allottees Purchasers cannot change the location of bathrooms and/or toilets and shall not damage the waterproofing made in the said premises.

That Allottees Purchasers shall fix the outdoor units of the Air-conditioners at only at the designated place provided and/or shown by the Builders/Promoters

- viii. 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.
- ix. 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.
- x. 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.
- xi. 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 Allottee Purchaser for any purposes other than for purpose for which it is sold.

- xii. The Allottee 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 Allottee Purchaser to the Promoter under this Agreement are fully paid up and necessary intimation is provided to the Promoter and no objection therefore is sought by the Allottee purchaser from the Promoter for such transfer and assignment.
- xiii. The Allottee Purchaser shall observe and perform all the rules and regulations which the Society or 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 Allottee 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.
- xiv. Till a conveyance of the structure of the building in which Premises is situated is executed in favour of Society/ Limited Society, the Allottee 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.
- xv. Till a conveyance of the project land on which the building in which Premises is situated is executed in favour of Co-op. Housing Societies / Limited Society, the Allottee 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.

- xvi. TO PAY to the Promoter, within seven days of the demand made by the Promoter, his/her/its proportionate share of security deposit/ premium/ betterment charges/ development levies demanded by concerned local authority or Government for giving water/electricity or any other services connection to the Building;
  - xvii. NOT TO USE the refuge area provided in the said Building for any purpose whatsoever as the same is exclusively provided for a refuge in case of fire in the said Building;
  - xviii. NOT TO DO any act or deed which shall be in violation of the terms and conditions attached to the various sanctions/approvals/NOCs etc. set out in the recitals hereinabove;
15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or Association or Company or towards the out goings, 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. 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 Allottee who has taken or agreed to take such premises.
  - 17. The Allottee 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 Allottee 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.,

18. THE Allottee Purchaser Allottee shall be responsible for additional municipal taxes that may be levied by reason of the user of any permitted tenancy or leave and license

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agreement in respect of the premises allotted to the Allottee Purchaser.

19. The Allottee 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 Allottee 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.
20. The Promoters have brought to the clear notice and knowledge of the Allottee Purchaser Allottee 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 Allottee 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 Allottee 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 Allottee 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.
21. 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 Allottee 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.

22. Notwithstanding any other provisions of this agreement the Promoters has disclosed and brought to the knowledge of the Allottee Purchaser that it shall be at the sole and absolute discretion of the Promoter :
- a) to form a policy for inducing the Allottee 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, , 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 Allottee 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

23. The Promoter has clearly brought to the notice and knowledge of the Allottee Purchaser that there will be changes, modifications, further expansions, amalgamation of the adjacent lands in the scheme of construction and its present and future course of the scheme of development on the said property and / or the adjacent property in the manner herein recited and the Allottee 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

24. 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 Allottee 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 Allottee 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 Allottee 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 "Seasons Aura" 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 Allottee purchaser herein along with the other Allottees purchasers will not raise any objections, hindrances and/or obstructions for such use of the common benefits, amenities and infrastructural facilities of the said project by the flat/unit Allottees purchasers of the buildings constructed on the adjacent land and the same shall form an integral part of the complex known as "Seasons Aura". It is further brought to the notice of the Allottee 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 Allottees purchasers of adjacent properties to avail, use, utilise and enjoy the said club house facility of the said project and the Allottee Purchaser herein along with the other Allottees purchasers will not raise any objection for the same.
25. The Promoters shall be entitled to sell the premises in the said building for the purpose of using the same as bank, dispensaries, nursing homes, maternity homes, coaching classes and for other non-residential purpose and the Allottee Purchaser herein along with the other Allottees Purchasers shall not raise any objection for such non-

residential use of the premises sold by the Promoters to the intending Purchasers.

26. It is agreed that the Promoter shall be entitled to put a hoarding on the said property or on the building to be constructed on the said property and the said hoardings may be illuminated or comprising of neon sign or such other type or mode as may be designed by the Promoter and for the purpose Promoter is fully authorised to allow temporary or permanent construction or erection in installation either on the exterior or the said building or on the property as the case may be and the Allottee Purchaser agrees not to object or dispute the same. Necessary covenants, reservations in respect thereto shall be incorporated in the proposed conveyance. The Promoter or his nominees shall be exclusively entitled to the income that may be derived by display of such advertisement, at any time hereafter. The Allottee Purchaser shall not be entitled to any abatement in the price of the said premises or to object to the same for any reason and shall allow the Promoter, his agents, servants etc., to enter into the said property including the terraces and other open spaces in the building for the purpose of putting and / or preserving and / or maintaining and / or removing the advertisements and / or hoardings, neon lights or such installations etc., The Promoter shall be entitled to transfer or assign such right to any person or persons whom they deem fit and the Allottee purchaser shall not raise any objection thereto.
27. The Allottees Purchaser/s hereby declare and confirm that he / she have entered into this agreement, after reading and having understood the contents of all the aforesaid exemption order, building permissions, deeds, documents, writings and papers and all disclosures made by the Promoter to the Allottee Purchaser/s and with full knowledge and information thereof and subject to the terms, conditions and stipulations imposed or which may hereafter be imposed by the concerned town planning authority and all other concerned government bodies and authorities and also subject to the Promoter's right to make the necessary amendments, 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.
28. **BINDING EFFECT**  
Forwarding this Agreement to the Allottee Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee Purchaser until, firstly, the

Allottee 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 Allottee Purchaser and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee Purchaser (s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee 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 Allottee Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee Purchaser, application of the Allottee Purchaser shall be treated as cancelled and all sums deposited by the Allottee Purchaser in connection therewith including the booking amount shall be returned to the Allottee Purchaser without any interest or compensation whatsoever.

29. 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.

30. RIGHT TO AMEND

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

31. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE 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.

32. 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.

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

Wherever in this Agreement it is stipulated that the Allottee 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.

34. 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.

35. PLACE OF EXECUTION

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

36. The Allottee 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.

37. That all notices to be served on the Allottee Purchaser and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee 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 Allottee 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 Allottee Purchaser, as the case may be.

## 38. JOINT PURCHASERS

That in case there are Joint Purchasers all communications shall be sent by the Promoter to the Allottee 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.

39. Stamp Duty and Registration and statutory taxes and levies:- The charges towards stamp duty and Registration of this Agreement as well as statutory government, Semi-Government taxes and levies and all other direct and indirect taxes shall be borne by the Allottee Purchaser alone. The Allottee Purchaser shall be entitled to the benefits offered to him under the provisions of Maharashtra Stamp Act in case of any transfer of the said premises by him to any intending purchaser subject to the provisions of the said Act.

40. 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.

## 41. 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.

42. It is hereby made clear that furniture lay out, colour scheme elevation treatment, trees garden lawns etc. shown on the pamphlet and literature are shown only to give overall idea to the Allottee Purchaser and the same are not agreed to be provided by the promoters unless specifically mentioned and agreed in this agreement. The Promoters reserves the right to make changes in Elevations, Designs and Colors of all the materials to be used at his sole discretion. In all these matters the decision of the Promoters are final and it is binding on the Purchaser/s.

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

44. The name of the Project shall be "Seasons Aura" 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:  
(Description of the Property)

All that portion of land admeasuring 2470.807 sq. metres comprised in all those pieces and parcels of land lying, being and situate at village Umbarde, Taluka Kalyan, District Thane within the limits of Kalyan Dombivli Municipal Corporation bearing:

New Survey No.	Area (sq. mts)
121/1/D	3290
121/1/F	104
Total →	3394

and bounded as follows :

on or towards East : Audumber Shrushti

on or towards West : Dynamic Ultima

on or towards North : Mangeshi Park Phase 2

on or towards South : 45 mtr DP Road

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.	Society Room		31/12/2030	31/12/2031	15 Sq mtr	
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.) Details and specifications of the lifts:**

	Type Lift (passenger/service/stretcher /goods/fire evacuation/any other)	Total no. of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/sec)
i.	Passenger	2	13 Passengers	1.75
ii.	Fire Evacuation	1	13 Passengers	1.75
iii.				

**Note:**

At 'A': to provide the details of the common areas provided for the project.

At 'B': to provide the details of the facilities/amenities provided within the building and in the common area of the building.

At 'C': to provide the details of the facilities/amenities provided within the Layout and/or common area of the Layout.

At 'D': to provide the details of the facilities/amenities provided in form of open spaces (RG / PG etc.) provided / to be provided within the plot and / or within the layout.

At 'E': to provide the details and specifications of the lifts.

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

SIGNED AND DELIVERED by the  
Within named Promoter  
**M/s. Shree Muhurt Developers**  
a partnership firm  
through its partner  
Shri \_\_\_\_\_

SIGNED AND DELIVERED by the  
Within named  
Allottee Purchaser  
\_\_\_\_\_

Witness:

Housiey.com

**RECEIPT**

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

Date	Cheque No.	Amount	Bank

from the Allottee herein as and by way of advance / part consideration subject to realization.

I/We say received

For M/s. **Shree Muhurt Developers**

\_\_\_\_\_

Partner

**ANNEXURE E**

LIST OF AMENITIES

1. Vitrified Flooring in all rooms
2. Tiles in Bathrooms and in Kitchen upto Dado Level
3. Granite or Marble or full body tiles in Platform with Stainless Sink in Kitchen
4. Concealed Plumbing Fittings in Kitchen and Bathrooms with good quality sanitary and C.P. Fittings
5. Anodized or Powder Coating or UPVC Sliding Windows
6. POP Finished Walls
7. Decorative Doors
8. Washable Distemper paints
9. Electrical Switches and Concealed Wiring
10. The Stair Cases, Lift Lobbies, Fire Escapes and Common Entrances and Exits.
11. Entrance Lobby.
12. Inverter or Generator Back-Up for Lifts
13. Fire Fitting Systems
14. Elevators of Good brands
15. Rain Water Harvesting
16. Earthquake Resistant RCC Design.

- 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 – 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 - Specification and amenities for the Premises,
- ANNEXURE – F - Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority.

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