

AGREEMENT FOR SALE

U/S13 R/W SECTION 2(C) OF THE REALESTATE REGULATION AND DEVELOPMENT ACT, 2016 AND RULE 10 OF THE MAHARASHTRA REAL ESTATE (REGULATION AND DEVELOPMENT)(REGISTRATION OF REALESTATE PROJECTS, REGISTRATION OF REAL ESTATE AGENTS, RATES OF INTEREST AND DISCLOSURES ON WEBSITE)RULES,2017

This Agreement for Sale is entered into at _____, Navi Mumbai, Maharashtra on this day of the month of, in the Christian Year 2023

BETWEEN

M/S PALMS QUALITY CONSTRUCTION REALTY LLP, LLPIN ABB-3829 (having PAN CARD NO. ABCFP1228J), a partnership firm duly registered under the provisions of Indian Indian limited liability partnership act 2008, and having their place of business at office 504, Bhoomi Landmark, Plot No. 34 & 34A, Sector 17, Khanda Colony, New Panvel (W), Panvel, hereinafter for the sake of brevity referred to as 'the PROMOTER' (which expression shall, unless it be repugnant to the context or meaning thereof, include its Partners, successors-in-interest, survivor or survivors, and their heirs, executors and administrators, and their assigns), being referred to as the **PARTY OF THE FIRST PART;**

AND

Mr. / Mrs. / M/s _____ (Having PAN No. _____), an adult, Indian Inhabitant/s, residing/having his/her/their address _____ hereinafter called and referred to as the "PURCHASER/S / ALLOTTEE/S "(which expression shall, unless contrary to the context or meaning thereof, mean and include in the case of individuals his/her/their heirs, executors, administrators, assigns/its successors and legal representatives and in case of partnership firm the partners constituting the firm for the time being and the survivors or survivor of them and their respective heirs, executors, legal representatives, administrators and assigns/its successors and in the case of a corporate body, its successors and assigns and in the case of the Trust its Trustees for the time being) being referred to as the **PARTY OF THE SECONDPART.**

(Party of the One Part and Party of the Second Part are collectively hereinafter referred to as "Parties")

WHEREAS

- A. The SPA –NAINA (CIDCO), has acquired various land parcels under the Town planning Schemes introduced by them time to time. The SPA –NAINA (CIDCO), vide notification dated 21st September 2018, under the Town Planning Scheme -1 have acquired Original land holdings owned and possessed by the respective Owners and have allotted them Final Plots.
- B. Thus By virtue of letter dated 26.11.2020 & 01.12.2020 having ref No. CIDCO/MU.BHU&BHU.A./NAINA/2020/ & CIDCO/MU.BHU&BHU.A./NAINA/2020/12 respectively, issued by Chief Land and Survey Officer, NAINA (CIDCO) under the Town Planning Scheme – 1, in lieu of the acquired Original Land holdings, CIDCO Ltd has allotted/ granted possession of property having **Final Plot no. 7**, area adm. 2487.00 sq. mtrs and **Final Plot no. 22**, area adm. 4453.00 sq. mtrs. Village Akurli, Taluka Panvel, District Raigad to the respective Owners AND **Final Plot 8**, area adm. 892.00 sq. mtrs., Village Akurli, Taluka Panvel, District Raigad. The details of respective Owners and their respective shares in the said Final Plot No. 7, admeasuring 2487 Sq. Mtrs. and the said Final Plot No. 8, admeasuring 892 sq. Meters, in the T. P. Scheme 1 is more particularly mentioned herein below:-

S. No	Name of Owners	Final Plot No.	Area in sq. Mtr
1	Shri. Vinay Prakash Singh	7	1243.50
2	Shri. Manoj Krishna Bhujbal	7	621.75
3	M/s. Rajil Consultancy	7	621.75
4	M/s. Rajil Consultancy	8	446.00
5	Shri. Anant Shantaram Mhaskar	8	223.00
6	Shri. Omkar Anant Mhaskar	8	223.00
TOTAL			3379.00

- A. Thus, the respective Owners herein are seized and possessed of or otherwise well and sufficiently entitled to the pieces or parcels of land in Town Planning Scheme 1, situate lying and being at Village Akurli, Taluka Panvel, District Raigad, being Final Plot No. 7 & 8 in their respective ratio, cumulatively admeasuring 3379.00 sq. mtrs (hereinafter referred to as the said property), which is more particularly described in

the **First Schedule** hereunder written. And depicted in the plan in red colour attached to this Agreement as "**ANNEXURE A**".

- B.** The Property Card of the said Final Plot No. 7 and 8 stands in the name of the respective Owners herein and other than the Owners no any person have any right, title or interest in respect of the said property and the Owners alone are the absolute Owners of the respective said property. The copy of the Property Card is Annexed herein as "**ANNEXURE B**" and "**ANNEXURE C**".
- C.** Vide Commencement Certificate dated 23rd Jan, 2023 issued by the SPA NAINA CIDCO bearing reference No. CIDCO/NAINA/PANVEL/AKURLI/BP-00596/CC/2023/0314, the Owners herein have obtained development permission of building plan to be constructed on said property. The Owners are thereby entitled to construct Residential Cum Commercial Building on the said property. A copy of the said Commencement Certificate dated 23rd Jan, 2023 is appended hereto as "**Annexure D**".
- D.** Vide **Development Agreement** dated _____, executed by and between **1) MR. VINAY PRAKASH SINGH, 2) M/s. RAJIL CONSULTANCY LLP, 3) MR. MANOJ KRISHNAJI BHUJBAL, 4) MR. ANANT SHANTARAM MHASKAR, 5) MR. OMKAR ANANT MHASKAR, (the respective Owners)** have granted the development rights in respect of the said property in favour of _____, **the Promoter herein**, for such consideration and upon such terms and conditions as mentioned therein. The said Development Agreement dated _____, is registered with the Sub Registrar of Assurance under serial No. PAVAL__-____-2023 dated __-__-2023.
- E.** In the above circumstances, the Promoter are entitled to develop the said property by constructing Residential Cum Commercial Building as per the Building plans sanctioned by the concerned Authority.
- F.** The Floor Space Index (FSI) allowed on the said property as per the sanctioned Town Planning Scheme -1 and Development Control Regulations of NAINA. The FSI sanctioned to be consumed on the said property, is 1.951 out of 2.5 aggregating to total Built-up area of 6592.917 sq.m, out of the available FSI 8447.5 sq. mtrs. (BUA) and the Promoter shall retain the right for additional development on the said property

upto the permissible FSI and ancillary FSI and/or as and when available in future, subject to statutory approval by the NAINA Town Planning authority.

- G.** And that the Promoter shall be entitled to consume the complete FSI along with the additional FSI available, as permissible, subject to subsequent approvals by the Town Planning Authorities, as applicable.
- H.** The Promoter has entered into prescribed agreement with Architect registered with the Council of Architect under (License No. CA/2008/43603) being "ARCH. NEHA JAIN", Proprietor AN ARCH, having address at- Unit no. 20 & 21, Raheja Arcade, Sec 11, Plot no. 61, CBD Belapur, Navi Mumbai-400614. The Architect have prepared building plans by initially utilizing permissible FSI, by proposing to construct a Residential Building on the said property (hereinafter referred to as the said Layout).
- I.** The Promoter has entered into a prescribed agreement with Contractor _____, having its office at _____, to carry out construction of buildings on said property. The Promoter have also appointed " _____ " as the Chartered Account to maintain the accounts for the said Project.
- J.** The Promoter has appointed RCC Consultant " _____ " through " _____ " having address at _____ for the preparation of the structural design and drawings of the buildings.
- K.** The Promoter has registered the said project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority at under Registration no _____. A copy of the certificate of registration is appended hereto as "**Annexure- E**".
- L.** The Allottees/Purchasers has demanded from the Promoter and the Promoter has given inspection to the Allottees/Purchasers of all the documents of title like Sale Deed, including copies of the all development permissions and sanctioned plans (also displayed at project site). The "Title Certificate & Search Report" dated _____ issued by the Advocate, relating to the said property is appended hereto as "**Annexure- F**" and of such other documents as are specified under applicable statute

and rules and regulations. In addition the Allottees/Purchasers has also perused the 'Architect Certificate' and the drawing certifying the carpet area of various units along with limited common area in respect of each unit. The Allottees/Purchasers has also seen sanctioned layout plan which is to be developed on said property a copy of which is appended as "**Annexure-G**". And the Allottees/Purchasers have examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. All the above details along with the annexure to the RERA Certificate are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.

M. The Allottees/Purchasers applied to the Promoter vide request letter / booking form dated _____ for allotment of Unit no.____, on _____ floor, admeasuring carpet area of _____ sq. mtrs, located in _____ wing, in the _____ Building in project titled as " _____"(the "said unit") which is more particularly described in "**Second Schedule**". A copy of Floor Plan is appended hereto as "**Annexure-H**" and the said unit is marked separately in the floor plan.

N. The Allottees/Purchasers has offered to pay to the Promoter a sum of Rs. _____/-(Rupees _____ only) as consideration for said unit in name of Allottees/Purchasers which the Promoter has accepted upon such terms and conditions as contained in this Agreement. The Payment Schedule is more particularly described in the "**THIRD SCHEDULE**" Before the execution of these present the Allottees/Purchasers has paid to the Promoter a sum of Rs. _____/- (Rupees _____ only) being "booking advance" of the said unit agreed to be sold by the Promoter to the Allottees/Purchasers the receipt whereof the Promoter do hereby admit and acknowledge. The Allottees/Purchasers has agreed to pay to the Promoter balance consideration in the manner and upon the terms and conditions hereinafter appearing. Chart showing amenities in the said project is more particularly described in "**FOURTH SCHEDULE**".

O. Prior to execution of this Agreement, the Allottees/Purchasers has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Unit, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter to develop the Real Estate Project, and such title being clear and marketable; (ii) the approvals and permissions (including

CC) obtained till date and (iii) the Promoter's entitlement to develop and construct the Real Estate Project thereon as mentioned in this Agreement including at Recital mentioned above and applicable law and sell the Unit therein. The Allottee undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee has/have the financial capability to consummate the transaction.

P. Both the Parties have now, based on the confirmations and representations made to each other, agreed to execute this Agreement for Sale on the terms and conditions mentioned therein, as required u/s 13 of the Real Estate Regulation And Development Act, 2016 (hereinafter for the sake of brevity referred to as the Said Act, which term shall include the Rules and Regulations as may be framed under the Said Act), and as per applicable laws and regulations. Any terms not defined in the present Agreement for Sale shall have the same meaning as defined in the Said Act.

NOW BY THIS AGREEMENT, WITNESETH AS BELOW, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:-

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same have been set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA.
2. The Promoter shall develop the Said Project ' _____ ' and construct a Building consisting of a __ Floors as per the Building Plans presently sanctioned by SPA NAINA (CIDCO) and other competent authorities, and as per the applicable laws, regulations, and guidelines, with only such variations and modifications as the Promoter may consider necessary or as may be required by the competent Authorities/Government to be made in them or any of them.

3. CONSIDERATION

- i. The Promoter agree to sell and the Allottees/Purchasers agree to purchase the Said Unit, i.e., Flat No _____ on ___ Floor, having carpet area of _____ sq meter, located in ___ wing, in the _____ Building in project titled as " _____ "(the "said unit") as

more particularly described in the **Second Schedule** to this Agreement for Sale, in the Said Project, along with a proportionate share of the common areas and facilities appurtenant to the Said Unit in the Said Project, for a total consideration value of Rs. _____ (Rupees _____ only). The Carpet area shall have the same meaning as presently defined in the Said Act, and shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or veranda area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

- ii. The Promoter hereby agrees to allot the Allottees/Purchasers _____ covered parking spaces in the layout/Mechanical Stack Parking/ parking tower. However the Allottees/Purchasers will be bound to abide with the rules and regulations as may be framed in regard to the said Car Parking/s by the Promoter and/or the said Organization (as defined hereinafter) and shall pay such outgoings in respect of the said Car Parking/s as may be levied by the said Car Parking Organization. In the case of allotment, the allocation of the parking shall be done at the time of possession with identified location and space. A copy of the Layout Plan for the Said Project is annexed with this Agreement as **Annexure 'G'**, and a copy of the Floor Plan for the Said Unit is annexed with this Agreement as **'Annexure 'H'**. The list of common areas and facilities in the Said Project is annexed with this Agreement as **Annexure 'I'**, and the list of fixtures, fittings and specifications to be provided in the Said Unit is annexed as **Annexure 'J'**. Provided that the Promoter shall, in the event of non-availability of material or due to improvement in technology, etc., have right to replace the specified fixtures, fittings, and amenities with other similar amenities.
- iii. The Allottees/Purchasers shall be entitled to deduct TDS on the consideration amount paid to the Promoter as per the applicable Income Tax statute, and shall immediately deposit the same with the appropriate Income Tax authorities into the account of the Promoter (PAN details of the Promoter are hereinabove mentioned), and shall provide a valid TDS Certificate to the Promoter within the time period prescribed in the Income Tax statute (i.e. within 45 days of the end of the Quarter in which the TDS is deducted). The Promoter shall not be liable for failure of the Allottees/Purchasers to deduct TDS in any payment. The Purchaser shall also be liable to pay into the account of the Promoter any TDS amount deducted by them but not deposited with the Income Tax authorities or for which valid TDS certificate is not issued or which amount

is not reflecting to the Credit of the Promoter in their Annual Income Tax Statement (Form26AS).

- iv. The above mentioned consideration amount shall **not include**:
- a. Stamp Duty, Registration, and Documentation Charges payable to the competent authorities for execution and registration of this Agreement for Sale between the Promoter and the Allottees/Purchasers;
 - b. Goods and Services Tax (GST) or any other taxes or charges levied by the State or Central Government Authorities for the sale transaction or on the consideration amount for the Said Unit. All such taxes and charges shall be payable through a separate cheque to the Promoter and no TDS shall be applicable on them;
 - c. Transfer Charges, if any, payable to NAINA CIDCO, or any other competent authority, for sale and / or transfer of the Said Unit by the Allottees/Purchasers, prior to the handing over possession of the Said Unit to the Allottees/Purchasers, or date of Conveyance Deed of the Said Project premises and building/s in favour of the proposed CHSL, whichever is the earliest applicable;
 - d. Property / Service charges payable to CIDCO/NAINA, or any other competent authority from the date of obtaining Occupancy Certificate for the Said Project, or handing over possession of the Said Unit to the Allottees/Purchasers, or date of Conveyance Deed of the Said Project premises and building/s in favour of the proposed CHSL whichever is the earliest applicable;
 - e. Deposit for proportionate share of Taxes, Maintenance fees and other common charges for day to day maintenance and management of the '_____ ' premises from the date Occupation Certificate is issued for the _____ project to the date of handing over of the premises to the proposed CHSL;
 - f. Grill Charges or other Facility Charges, if any grills or facilities other than those specified in **Annexure 'I'** are provided in the Said Unit by the Promoter, after approval from the Allottees/ Purchasers;

- g. Charges for any customization or personalization in the finishing of the Said Unit as may be desired by the Allottees/ Purchasers, and as may be permissible by statute; and
- h. Proportionate Share of registration charges, municipal taxes, water and electricity charges, maintenance charges, ground rent, and other common charges incurred in the day-to-day maintenance of the Said Project premises and building/s after receipt of the Occupation Certificate.
- i. Deposit towards Development Charges for Water, Electric, and other utility and service connections, and for expenses related to Electrical Receiving Sub-station provided in the Layout for the Said Project;
- j. Capital Contribution/ Application/ Entrance Fee, and other expenses for formation and registration of a proposed Co-operative Housing Society Limited (hereinafter for the sake of brevity referred to as the CHSL), which shall mean to include an Apartment Owners or Condominium Association formed under the Maharashtra Ownership of Flats Act, 1963, or any similar body formed by and of the Allottees/ Purchasers of various individual units in the Said Project, including proportionate share of taxes, registration fees, conveyance charges and other levies in respect of conveyance of the Said Project premises and building/s to the CHSL; and
- k. Legal costs, charges and expenses, including professional costs of the Attorney-at-Law/ Advocates of the Promoter in connection with formation of the CHSL, and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance/ assignment of the Said Project premises and building/s.

The Allottees/ Purchasers shall be liable to pay all these charges, in addition to the consideration amount for the Said Unit, as and when they become payable and are demanded by the Promoter from the Allottees/ Purchasers.

- v. The Consideration amount shall be escalation free, except that the Promoter shall be entitled to increase the consideration amount for the Said Unit, in the event of an increase in the development charges payable to the competent authorities and / or any other increase in charges which may be levied or imposed by the competent

authorities or Local Bodies / Government from time to time. The Promoter undertake and agree that while raising a demand on the Allottees/ Purchasers for the increase in development charges, costs, or other 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 Allottees/Purchasers.

- vi. The Allottees/ Purchasers hereby agree to pay the consideration amount for the Said Unit in the manner prescribed in the Third Schedule to this Agreement for Sale. The amounts already paid by the Allottees/ Purchasers to the Promoter, as mentioned above, shall be adjusted according to the **Third**, and the balance consideration amount shall fall due on the events specified in the **Third Schedule**. It is agreed between the parties that the time fixed for the payment of the various installments of the consideration amount shall be the essence of this contract.

4. ADDITION AND ALTERATION :-

The Promoter shall confirm the final carpet area that has been allotted to the Allottees after the construction of the Building is complete and the Occupancy Certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of **three percent**. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottees within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount as paid by the Allottees. If there is any increase in the carpet area allotted to Allottees, the Promoter shall demand additional amount from the Allottees 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 3 of this Agreement."

5. DELAYS & TERMINATION

- i. Without prejudice to the right of Promoter to charge interest in terms of clause 3 above, on the Allottees committing default in payment on due date of any amount due and payable by the Allottees to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other

outgoings) and on the Allottees committing three defaults of payment of installments as per the payment Schedule, the Promoter shall at his own option may terminate this Agreement:

- ii. Provided that, Promoter shall give notice of fifteen days in writing to the Allottees, by Registered Post AD at the address provided by the Allottees and mail at the e-mail address provided by the Allottees herein, 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 Allottees fails to rectify the breach or bleaches 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.
- iii. Provided, further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottees (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 installments of sale consideration of the Unit/ Flat/Shop/Apartment which may till then have been paid by the Allottees to the Promoter."

6. The Promoter hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the competent local authorities, at the time sanctioning the Building Plans for the Said Project or at anytime thereafter, and shall before handing over possession of the Said Unit to the Allottees/Purchasers, obtain from the competent local authorities, an Occupation and/or Completion Certificates in respect of the Said Unit.

7. FSI, TDR AND DEVELOPMENT POTENTIAL WITH RESPECT TO THE SAID BUILDING ON THE SAID PROPERTY:

- i. The Promoter hereby declare that the Floor Space Index (FSI) available in respect of the Said Property as per the modified Development Control Regulations or any amendment proposed by the SPA NAINA or ancillary FSI or as and when Unified Development Control and Promotion Regulations (UDCPR) became applicable to the Villages under SPA NAINA. The Promoter presently plan to construct only a proposed Built-up area of _____ sq. m out of the potential Built-up area of the

Said Project, as presently approved Building Plans and available FSI, and retain the right for additional development on the said property up to the permissible FSI as and when became available subject to statutory approval by the Town Planning authorities. The Promoter herein disclose that the total expected FSI for the Said Project or the said property may be higher, based on expectations of increased FSI that may be available through loading of TDR, and/ or FSI available on payment of premiums and/ or FSI available as incentive FSI by implementing various schemes of the competent local authorities, and/ or any increase in FSI on the said property on modification of the Development Control Regulations or the Development Plan applicable to the Said Project. The Allottees/Purchasers have agreed to purchase the Said Unit on the understanding that the increased FSI, if any, in respect of the said property or Said Project, shall belong to the Promoter only, and that the Promoter shall be entitled to utilize the total expected FSI, including any increase in FSI till the Said Project premises and building/s are conveyed in favour of the CHSL, for construction of additional units in the Said Project.

- ii. The Promoter shall make application for revised building permission for upper floors of the project building on any stage before completion of the building and the promoter can obtain revised commencement certificate for such additional floors from SPA NAINA CIDCO wherein the Allottees/Purchasers hereby agrees to that and the Allottees/Purchasers will not raise any objection for it. Also the Allottees/Purchasers confirm that the Promoter is not required to obtain any consent from the Allottees/ Purchasers for the grant of revised Commencement Certificate and to complete the project building according to revised plan.
- iii. The Allottees/ Purchaser herein by signing this Agreement confirm that the Promoter has the right to transfer the Additional FSI available in respect of the said project/ property in the form of TDR to utilize the same on his other properties without any prior consent required from the Purchasers herein.

8. CONSENT BY ALLOTTEES/ PURSCHASER

- i. Even upon delivery of possession of the Said unit to the Allottees/Purchasers herein, the Promoter shall be entitled, without any consent/permission from the Flat Purchaser of organization of unit holders to carryout the balance construction activities upon the

Said Property or upon the amalgamated layout of the Said Property and the adjacent property and for that purpose to provide accesses, spaces etc. through the Said Property for the adjacent unit occupants.

- ii. The Purchasers hereby agrees to cooperate and give his consent and as when asked as required to alter, modify, change, cancel any of the plans, drawings, amenities, facilities, etc., all the rendering, maps, designs in the brochures, video presentation, sales and promotion materials are artists' conception and not actual depiction of the buildings, walls, driveways, elevation, landscaping of the project within 7 days from the date of receiving such confirmation letter.
9. It is agreed by the Allottees/Purchasers that the brochure and selling and promotion materials are only for advertisement purpose and is not to be considered as a part of the agreement, the images are indicative in promotion materials and does not reflect the actual construction and final product.

10. POSSESSION DATE, DELAYS AND TERMINATION:

- i. Time shall be of essence in this Agreement for the Promoter as well as for the Allottees / Purchasers. The Promoter shall abide by the time schedule for completing the Said Project and handing over the Said Unit to the Allottees/Purchasers and the common areas to the CHSL after receiving the Occupation Certificate and / or the Completion Certificate, as the case maybe. Similarly, the Allottees/ Purchasers shall make timely payments of the installment and other dues payable by them and meet the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided the Third Schedule to this Agreement for Sale ('Schedule of Payment').
- ii. If the Promoter fail or neglect to give possession of the Said Unit to the Allottees/Purchasers on or before the date specified for the completion of the Said Project, then the Promoter shall be liable, on demand by the Allottees/ Purchasers to withdraw from the Said Project, to refund to the Allottees/ Purchasers the amounts already received by them in respect of the Said Unit, along with simple interest at the specified rate, from the date the Promoter received the amounts till the date the amounts are repaid. Till the entire amounts and interest thereon are refunded by the

Promoter to the Allottees/ Purchasers they shall, subject to prior encumbrances if any, be a charge on the Said Property as well as on the buildings in which the Said Unit is situated or was to be situated. If the Allottees/ Purchasers choose not to withdraw from the Said Project, then the Promoter shall be liable to pay interest at the specified rate, on the amounts received from the Allottees/ Purchasers, for every month of delay, till the handing over of possession of the Said Unit.

- iii. The Allottees/ Purchasers agree to pay to the Promoter simple interest at the rate prescribed by MahaRera, which is presently 2% above the Marginal Cost of Lending Rate of the State Bank of India, on all delayed payments, which become due and payable to the Promoter under the terms of this Agreement for Sale, from the date the said amounts become payable to the date the said amounts are actually paid by the Allottees/ Purchasers to the Promoter.
- iv. Provided that, without prejudice to the rights of the Promoter to charge interest, as above, on the Allottees/Purchasers committing default in payment on the due date of any amounts due and payable by the Allottees/ Purchasers to the Promoter under this Agreement for Sale (including their proportionate share of taxes levied by the competent authorities and other outgoings) and / or on the Alottees/ Purchasers committing breach of the terms and conditions herein contained, the Promoter shall be entitled at their own option to terminate this Agreement for Sale.
- v. Provided further that the Promoter shall give 15 days' advance notice in writing to the Allottees/Purchasers, through Registered or Speed Post AD, informing the Allottees/Purchasers of their intention to terminate this Agreement for Sale along with the specific breach or breaches of terms and conditions in respect of which it is intended to terminate this Agreement for Sale, and if the Allottees/Purchasers fail to rectify the breach or breaches mentioned by the Promoter within the period mentioned in the Notice then the Promoter shall be entitled to terminate this Agreement for Sale forthwith. Provided further that on termination of this Agreement for Sale, the Promoter shall refund to the Allottees/Purchasers all amounts paid by the Allottees/Purchasers to the Promoter under this Agreement for Sale, within a period of 60 days from the termination thereof, after deduction of Earnest Money, and such Taxes, Charges, Fees and other amounts paid in respect of the Said Unit by the Promoter to the competent Authorities, and after deduction of such costs and

damages as may have been incurred by the Promoter by the termination of this Agreement for Sale. It is clarified that the Promoter shall not be liable to pay any interest on amounts refunded to the Allottees/ Purchasers, on the termination of this Agreement for Sale due to a default by the Allottees/ Purchasers, and also that the Promoter shall after termination of this Agreement for Sale shall be entitled to otherwise deal with and dispose off the Said Unit as the Promoter may at their absolute discretion think fit.

- vi. It is clearly agreed and understood by the Allottees/ Purchasers herein that non availability of a loan from a financial institution shall not be a condition for making any default in the payment of the installment or payment towards the sale price.
- vii. It is irrevocably agreed and confirmed by the Allottees/Purchasers that in the event the Allottees/Purchasers fails, refuses and/or neglects to come forward to sign/execute the Deed of Cancellation as referred to in Clause above of this Agreement, and admit execution thereof before the concerned Sub-Registrar of Assurances, within a period of fifteen (15) days from the date the Promoter has called upon the Allottees/Purchasers to do so, then in such an event the Promoter shall be entitled to, and shall have the absolute and irrevocable right and authority, to sign and execute the Deed of Cancellation and all related and/or incidental deeds, documents and writings in respect thereof (hereinafter collectively referred to as the "Cancellation Documents") for and on behalf of the Allottees/Purchasers, and get the same, or such of them as may be required, registered with the concerned Sub-Registrar of Assurances, and to do, execute and perform all acts, deeds, things and matters related and/or incidental thereto, for and on behalf of the Allottees/Purchasers, and for the said purposes, the Allottees/Purchasers hereby irrevocably nominates, constitutes, appoints and authorizes the Promoter, acting through any of its authorized representatives, from time to time, to be the constituted attorney of the Allottees/Purchasers, and in the name, and for and on behalf, of the Allottees/Purchasers, to do, execute and perform the following acts, deeds, things and matters, that is to say:-
 - a. to sign and execute the Cancellation Documents for and in respect of the cancellation and termination of this Agreement and any related and incidental documents and writings;
 - b. to present and lodge the Cancellation Documents, or such of them as may be

required, before / with the concerned Sub-Registrar of Assurances, and admit execution thereof, and to do, execute and perform all necessary acts, deeds, things and matters for getting the same effectively registered, and to collect the originals thereof after the same have been duly registered;

- c. In case the Promoter, has made payment of the stamp duty in respect of this Agreement, to apply for and obtain from the concerned Governmental Authority, including those under the Maharashtra Stamp Act, 1958, refund of the stamp duty paid in respect of this Agreement.
 - d. to give and provide proper receipts and discharges for such refund to the concerned Governmental Authority;
 - e. for the purposes aforesaid, to do, execute and perform all necessary acts, deeds, things and matters, including to sign, execute, affirm, submit and file all necessary correspondence, applications, forms, affidavits, declarations, undertakings, indemnities, authorizations, and other documents and writings.
- viii. If the Allottees/ Purchasers seek to terminate this Agreement at any time in the future for no fault of the Promoter, then they shall communicate the same to the Promoter in writing. Prior to the termination of this Agreement for Sale, the Promoter may require the Allottees/ Purchasers to execute and register a Cancellation Deed, which shall be at the costs of the Purchasers alone.
- ix. On the termination of this Agreement for Sale as above, the Promoter shall refund to the Purchasers all amounts paid by the Purchasers to the Promoter under this Agreement for Sale, within a period of 30 days from the termination thereof, after deduction of Earnest Money, and such Taxes, Charges, Fees and other amounts paid in respect of the Said Unit by the Promoter to the competent Authorities, and after deduction of such costs and damages as may have been incurred by the Promoter by the termination of this Agreement for Sale. It is clarified that the Promoter shall not be liable to pay any interest on amounts refunded to the Purchasers, on the termination of this Agreement for Sale for no fault of the Promoter, and also that the Promoter shall after termination of this Agreement for Sale shall be entitled to otherwise deal with and dispose-off the Said Unit as the Promoter may at their absolute discretion think fit.
- x. The amounts refunded by the Promoter to the each of the individual Allottees/

Purchasers shall, as far as feasible, be in the same proportion as the payments received by the Promoter from the individual Allottees/ Purchasers, unless any different payment schedule is communicated by the Allottees/ Purchasers to the Promoter in writing.

- xi. The Promoter expect to give possession of the Said Unit to the Allottees/ Purchasers on or before the ___ day of _____, _____. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the Said Unit on the aforesaid date, if the completion of construction of the Building in which the Said Unit is to be situated is delayed on account of -
- a) Any force majeure condition including war, civil commotion, or act of God; the expression "force majeure" shall mean a case of flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project,"
 - b) any notice, order, rule, notification of the government and/or other public or competent authority/court

11. PROCEDURE FOR TAKING POSSESSION:

- i. The Promoter shall, within 15 (fifteen) days of receiving the Occupation Certificate in respect of the Said Unit, issue an Intimation Notice to the Allottees/ Purchasers to take Physical Possession of the Said Unit, after payment of the balance amounts as may be due and payable under this Agreement for Sale, and/ or after execution of such indemnities, undertakings, and/ or documentation as may be required to complete the transaction.
- ii. The Allottees/Purchasers hereby agrees to take the possession of the unit without any Objection and / or claim on any future construction work to be carried out on the said Property and shall not object for the inconvenience caused due to the same.
- iii. The Allottees/ Purchasers shall takeover physical possession of the Said unit within a period of 15 (fifteen) days of the receipt of the Intimation Notice from the Promoter. In case the Allottees/ Purchasers makes delay in payment of balance amount as per the Third Schedule to this Agreement for Sale ('Schedule of Payment'), then the Promoter shall be entitled to take steps as agreed above for delay in payment by the Allottees/ Purchasers. If the Allottees/ Purchasers delays in completing the documentation as

specified above, and/ or in taking physical possession of the Said Unit, then the Promoter shall not be responsible for any damages thereto due to the delay in taking possession for any default made by the Allottees/Purchasers. In all cases, the Allottees/Purchasers shall be liable for payment of Maintenance Charges, as may be payable for maintenance of the Said Unit to the Promoter or to the CHSL, as applicable.

iv. If within a period of five years from the date of inviting/offering/calling for possession of the said unit by the Promoter, the Allottees/Purchasers brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated then, wherever possible, such defects shall be rectified by the Promoter at his own cost, subject to there is no addition and/or alteration done by the Members/Allottees/Purchasers to the building and unit/apartment handed over by the Promoter and the said building and apartment is in as is where is the condition. In case of any defects on account of workmanship, quality or provision of service the Allottees/Purchasers shall point out the same on inspection of the said unit before taking the possession and the Promoter shall rectify it to the possible extent. In case it is not possible to rectify such defects, then the Allottees/Purchasers shall be entitled to receive from the Promoter, compensation for such defect at maximum of 1% of value of this Agreement for Sale. On use of the said unit by the Allottees/Purchasers and on any wear and tear of such finishes, the Promoter shall not be responsible for the same, after inspection and beyond 30 days of calling for the possession, whichever is earlier.

12. INTERIOR WORKS

The Allottees/Purchasers understand and agree to the following with respect to any interior works or modifications that the Allottees/Purchasers may seek to carry out in the Said Unit:

- a) The Allottees/Purchasers shall be permitted / allowed to commence interior works in the Said Unit only after issuance of the Occupancy Certificate / part Occupancy Certificate in respect of the Said Unit and after making all payments as per this Agreement;
- b) All interior works in the Said Unit shall be in accordance with the sanctioned plans for the Said Project, and the Allottees/Purchasers shall not carry out any material alteration in the Said Unit. The Allottees/Purchasers shall provide details of all interior

works to the Promoter and obtain the consent in writing, prior to initiating any such interior works. Further the Allottees/Purchasers shall deposit before initiating the Interior work of the said unit an amount Rs. _____/- as Security Deposit.

- c) The Promoter shall be entitled to inspect all interior works carried out by the Allottees/Purchasers. In the event the Promoter determine that the nature of the interior work being executed by the Allottees/Purchasers is harmful to the Said Unit or to the Said Project, including but not limited to structure, facade and /or elevation of the Said Project and the building(s) constructed therein, then the Promoter can direct the Allottees/Purchasers to stop and reverse such interior works and the Allottees/Purchasers shall comply with such directions immediately, without raising any dispute;
- d) The Allottees/Purchasers shall ensure that any debris from the interior works shall be dumped in the area earmarked for the same and will be cleared by the Allottees/Purchasers, on a daily basis, at no cost to the Promoter or the CHSL and without any nuisance or annoyance to the purchasers of individual units in the Said Project. All costs and consequences in this regard will be to the account of the Allottees/ Purchasers;
- e) The Allottees/Purchasers shall further ensure that all contractors and workers (whether engaged by the Purchasers directly or indirectly) during execution of the interior work do not dump any material (waste or otherwise) of whatsoever nature either in the toilet, waste water line or soilline or in any other place other than those earmarked for the same, which may block the free flow of waste water, thus resulting in perennial choking and leakage in the Said Unit or any building in the Said Project;
- f) The Allottees/Purchasers shall also ensure that the contractors and workers, do not use the toilets in any other unit in the Said Project, and use only the toilets in the Said Unit or toilets earmarked for this purpose by the Promoter;
- g) The Allottees/Purchasers shall solely be responsible for the health and safety of the workers or contractors, and shall insure against any injury of whatever nature sustained or suffered by any worker, and the same shall be treated and managed at the costs of the Allottees/Purchasers alone, and the Promoter shall not be held responsible for

the same. All liabilities and damages arising out of any such injury shall be borne and paid only by the Allottees/Purchasers;

- h) The Allottees/Purchasers shall also be responsible for the behavior of all workers and contractors, and if any of the Allottees/Purchasers workers, contractors, or agents misbehaves or is found to be under the influence of intoxicating substances, then such workers, contractors or agents will be removed forthwith and will not be allowed to re-enter the Said Project premises;
- i) All materials brought into the said Unit for carrying out interior works will be at the sole cost, safety, security and consequence of the Allottees/Purchasers and the Promoter shall not be held responsible for any loss, theft and / or damage to the same;
- j) The Allottees/Purchasers shall ensure that common facilities, passages, walkways and any other common areas are not obstructed or damaged during the course of carrying out any interior works in the Said Unit or thereafter, and shall be liable for all costs and consequences of such obstruction and / or damage, if any;
- k) If any damage, of whatsoever nature (not due to a defect in construction as envisaged above), is caused to the Said Unit or to any other unit in the Said Project, due to the holes, drilled to interior and/or exterior walls, chajjas etc. nailed while doing interior work or fixing grills or cause damage to structure, walls in any manner whatsoever by the Allottees/Purchasers, then the Promoter or their Contractors shall not be responsible for the cost of reinstating or repairing the same, and the Purchasers alone shall be responsible for reinstating any damage caused to any other units in the Said Project, and the Promoter responsibility towards the defect Liability in the Said Unit shall stand suspended to the extent of the Said Unit;
- l) The Promoter shall be entitled to adjust any amounts and payments received from the Allottees/Purchasers against any costs or damages caused to the common areas or to other units in the Said Project, as a consequence or due to the interior works carried out by the Allottees/Purchasers in the Said Unit.
- m) The show unit/flat including all furniture, items, electronic goods, amenities etc., if any, are only for representational purposes for depicting lifestyle and illustrating a possible

option of the design and layout of the type of construction that can be carried out on the flat/unit. The Promoter are not liable or obligated to provide the flats/unit as per show/sample flat/unit with furniture, items, electronic goods, amenities etc. therein.

- n) The Allottees/Purchasers shall use the Said Unit or any part thereof or permit the same to be used only for the sanctioned residential purpose, e.g. residence as applicable. The Allottees/Purchasers shall use the Parking Space, if any, allotted to them only for purpose of keeping or parking their own vehicle, and not for any other purpose. The Allottees/Purchasers shall not change the usage of the Said Unit under any circumstances, and any such unauthorized change shall render this Agreement null and void, and the Allottees/Purchasers shall cease to have any rights against the Promoter under this Agreement.

13. FORMATION OF THE SOCIETY :

- i. The Promoter shall submit the application for formation of a Co-operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 or a company or any other legal entity, within three months from the date or which 51% the total number of allottees in the building have booked their apartments. The Allottees/Purchasers along with purchasers of other units in the Said Project shall join in forming and registering a Co-operative Housing Society Limited (CHSL) to be known by such name as the Promoter may decide and for this purpose sign and execute the application for registration and/ or membership and other papers and documents necessary for the formation and registration of the CHSL and for becoming a member thereof, including the bye-laws of the proposed CHSL, and shall duly fill in, sign and return to the Promoter, all such application, papers and documents, within 07 (seven) days of the same being forwarded by the Promoter to the Allottees/Purchasers, so as to enable the Promoter to register the CHSL. No objection shall be taken by the Purchasers, if any changes or modifications are made in the draft Bye-laws, as may be required by the Registrar of Co-operative Societies, or other competent Authority.
- ii. The Allottees/Purchasers hereby agrees that society will be formed and new members will be added to the society and all amenities are common for all residents in the layout and for additional areas adjoining to the layout and forming a part of the layout at later stage.

- iii. The Promoter shall, within three months from receipt of occupancy Certificate, as aforesaid, cause to be transferred to the CHSL all the right, title and interest of the Promoter in the said property and/ or structure or building in which the Said Unit is situated. subject to occupancy certificate being obtained, completion of construction has taken place or 51% possession of Flats are taken by Purchasers and society is registered.
- iv. The name of the Society shall be solely decided by the Promoter.
- v. Provided that, if the Promoter have obtained permission for additional development of the said property, and / or construction of additional units on the said property, in order to consume balance FSI, if any, then the Promoter may delay formation of the CHSL and / or handover of the said property and/ or structure or building to the CHSL, till such development and construction is completed.
- vi. It is agreed between the parties that, the society shall be formed comprising of building getting completed in phase wise manner if any;. One building one Society may also be formed as per wish and requirement. The flats having possession shall have the rights to use the club house and common facilities and amenities as made open for use by the Promoter and the units having possession shall have the rights to use the access to the building constructed and completed. The federation of all the societies shall be formed at the end of the project and at the end of all the phases if any. The conveyance of the complete layout shall be done in favor of the federation/ society at the final completion of the complete project.
- vii. Within 15 days after Intimation Notice in writing is given by the Promoter to the Allottees/Purchasers that the Said Unit is ready for use and occupancy, the Allottees/Purchasers shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Said Unit to the combined carpet area of all units in the Said Project) of outgoings in respect of the Said Project Unit and building/s namely local taxes, betterment charges or such other levies by the concerned local authorities and/ or water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, guards, sweepers and all other expenses necessary and incidental to the management and maintenance of the Said Project Unit and building/s. Until the CHSL, as aforesaid, is formed and the Said Project Unit and building/s are transferred to it, the Allottees/Purchasers shall pay to the Promoter such proportionate share of

outgoings as may be determined. The amounts so paid by the Allottees/ Purchasers to the Promoter shall not carry any interest and shall remain with the Promoter until a conveyance/ assignment of the Said Project Unit and building/s is executed in favour of the CHSL, as aforesaid. On such conveyance/ assignment of the Said Project Unit and building/s being executed, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the CHSL. The Allottees/Purchasers undertake to pay such provisional monthly contribution regularly on the 5th day of each month in advance and shall not withhold the same for any reason.

- viii. Provided further that the Promoter shall not be responsible for any unauthorized change in the construction of the Said Project after the management of the Said Project premises is handedover by the Promoter to the CHSL. And the Liability of the Promoter shall be limited to the provisions of the infrastructural facilities within the said Property. And in the event, if any issue arises with regard to supply of water or drainage issues outside the said property then the same shall be the responsibility of the Authorities and /or Allottees themselves. The Promoter cannot be held liable and responsible for the same in any manner whatsoever.
- ix. The said project consist of recreation open space if any; is a common part of the bigger layout consisting of other phases if any; proposed to be developed by Promoter in and shall be handed over on completion of all phases to the Apex body or Federation of Society. The Allottees/Purchasers shall be restricted only up to the use of common space till the completion of the total project's all phases if any;
- x. The Allottees/Purchasers hereby agrees that society will be formed and new members will be added to the society and all amenities are common for all residents in the layout and for additional areas adjoining to the layout and forming a part of the layout at later stage.
- xi. The Allottees/Purchasers hereby agrees to take the permission from the Promoter or the Society (in case of Society Registered) and take No Objection Letter while letting out their unit, sub-letting, give on Leave and License or Caretaker basis.
- xii. The Allottees/Purchasers hereby agrees to take the possession of the unit without any Objection and / or claim on any future construction work to be carried out on the

same plot and shall not object for the inconvenience caused due to the same.

14. PAYMENT OF MAINTENANCE CHARGES & TAXES

- i. The Allottees / Purchasers as and when demanded by the Promoter shall pay to the Promoter, the Stamp Duty, Z.P. Tax, Registration, Property tax applicable to land and Building, Transfer charges, stamp duty, registration charges applicable to Land, Fees if any payable to the Town Planning, local authority, or by the government, and also such other charges, penalties, escalation, which shall if at any time here in after be imposed by the Town Planning, government or local authority as the case may be hereby payable by the Purchaser. All the required maintenance charges on an adhoc basis in advance for ____ month/ years to the Promoter corpus funds to the society on intimation of the amounts made due irrespective of yours taking possession or not. The Promoter shall not be liable for providing any account, details, breakup or receipts of the above mentioned expenditures. The Allottees/Purchasers hereby agrees that he shall not ask for any account, details, breakup or receipts of the above mentioned expenditures.
- ii. For the purpose of maintenance the area shall be _____ Sq.ft. which includes the Carpet area and the internal wall purchased by the purchaser and the balcony area, external wall area, veranda area, exclusive terrace area (if any), the niche area, the architectural feature area, service shafts area, mechanical parking, any projection areas to the flat and the proportionate constructed and not constructed common areas of the buildings and the project and master layout.
- iii. In case the Allottees/Purchasers fails to take possession within the time such Allottees/Purchasers shall continue to be liable to pay maintenance charges as applicable from the date as made applicable commonly to all other Allottees/Purchasers collectively.

15. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represent and warrant to the Allottees/Purchasers as follows:

- a) The Promoter have clear and marketable title with respect to the said property; as declared in the Title Report annexed to this Agreement for Sale and have the requisite

- rights to carry out development upon the said property and also have actual, physical and legal possession of the said property for the implementation of the Said Project;
- b) The Promoter have lawful rights and requisite approvals from the competent Authorities to carry out development of the Said Project and shall obtain requisite approvals from time to time to complete the development of the Said Project;
 - c) There are no encumbrances upon the said property or the Said Project, except those disclosed in the Title Report;
 - d) There are no litigations pending before any Court of Law with respect to the said property or Said Project, except those disclosed in the title report;
 - e) All approvals, licenses and permits issued by the competent authorities with respect to the said property or Said Project are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said property or Said Project shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said property or Said Project;
 - f) The Promoter have the right to enter into this Agreement for Sale and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchasers created herein, may prejudicially be affected;
 - g) The Promoter confirm that the Promoters are not restricted in any manner whatsoever from selling the Said Unit to the Purchasers in the manner contemplated in this Agreement for Sale;
 - h) At the time of execution of the Conveyance Deed of the Said Project premises and building/s to the CHSL the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Said Project to the CHSL;
 - i) The Promoter have duly paid and shall continue to pay and discharge undisputed Government 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;
 - j) 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 said property or Said Project, except those disclosed in the title report.

16. COVENANTS OF THE PURCHASERS/ ALLOTTEES

The Allottees/Purchasers for themselves with intention to bring all persons into whose hands the Said Unit may come both hereby covenant with the Promoter as follows:

- a. To maintain the Said Unit at the Allottees/Purchasers' own cost and in good tenantable repair from the date the possession of the Said Unit is taken and shall not do or suffer to be done anything in or to the building in which the Said Unit is situated, its staircase or any passages which may be against the rules, regulations or bye laws of competent local or any other authority or change/ alter or make addition in or to the building in which the Said Unit is situated and the Said Unit itself or any part thereof;
- b. Not to store in the Said Unit 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 Unit is situated or storing of which goods is objected to by the competent local or other authority; and shall not carry or cause to be carried heavy packages on upper floors, which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Said Unit is situated, including entrances of the building in which the Said Unit is situated and in case any damage is caused to the building in which the Said Unit is situated or the Said Unit on account of negligence or default of the Allottees/Purchasers in this behalf, the Allottees/Purchasers shall be liable for the consequences of the Breach;
- c. To carry at their own cost all internal repairs to the Said Unit and maintain the Said Unit in the same conditions, state and order in which it was delivered by the Promoters to the Allottees/Purchasers and shall not do or suffer to be done anything in or to the building in which the Said Unit is situated or the Said Unit, which may be forbidden by the rules and regulations and bye laws of the competent local authority or other authority; and in the event of the Allottees/ Purchasers committing any act in contravention of the above provision, the Purchasers shall be responsible and liable for the consequences thereof to the competent local authority or other authority;
- d. Not to demolish or cause to be demolished the Said Unit 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 Said Unit or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Said Unit is situated and shall keep the

portion, sewers, drains pipes in the Said Unit and 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 Said Unit is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Said Unit without the prior written permission of the Promoter and/ or the CHSL;

- e. Not to do or permit to be done any Act or thing which may render void or voidable any instance of the said property and the building in which the Said Unit is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance;
- f. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Unit in the compound or any portion of the said property and the building in which the Said Unit is situated;
- g. Pay to the Promoters within fifteen days of demand by the Promoters, his share of security deposit demanded by the competent local authority or Government for giving water, electricity or any other service connection to the building in which the Said Unit is situated;
- h. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the competent local authority and/ or Government and/ or other authority, on account of change of user of the Said Unit by Purchasers viz., user for any purposes other than for the purpose for which it is allotted;
- i. The Allottees/Purchaser/s shall not in any case interfere with the development activity undertaken in respect of said project and also more particularly for the said unit.
- j. The Allottees/Purchasers shall not let, sub-let, transfer, assign or part with the Purchasers' interest or benefit under this Agreement for Sale, or part with the possession of the Said Unit until all the dues payable by the Allottees/Purchasers to the Promoter under this Agreement are fully paid up and only if the Purchasers have not been guilty of breach of or non observance of any of the terms and conditions of this Agreement for Sale and until the Allottees/Purchasers intimate such transfer in writing to the Promoters;
- k. The Allottees/Purchasers shall observe and perform all the rules and regulations, which the CHSL may frame and 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 Project and the units therein and for the observance and performance of the Building Rules, Regulations and Bye Laws for the time being of

the competent local authority and/ or of the Government and/ or any other authority. The Allottees/Purchasers shall also observe and perform all the stipulations and conditions laid down by the CHSL regarding the occupation and use of the Said Unit and shall pay and contribute regularly and punctually towards the taxes, expenses or other out goings in accordance with the terms of this Agreement for Sale; and

- l. Till a conveyance of the said property on which the building in which the Said Unit is situated is executed in favour of CHSL, the Allottees/Purchasers shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said property or any part thereof to view and examine the state and condition thereof.
 - m. In the event of any portion of the said property being required for putting up an Electric Sub-station/ Watchman room/ Generator/ OWC/ STP/ Fire Fighting Room, the Promoter shall be entitled to give such portion to the competent authority for such purpose on such terms and conditions as the Promoters shall think fit.
 - n. The Allottees/Purchasers shall not utilize, or cause to be utilized by any person(s) acting through them, any part of the common areas of the Said Project, including but limited to any Fire Escape Terraces, Staircases, Open Terraces not exclusively a part of the Said Unit, and Podium spaces, for personal use of the Allottees/Purchaser or for any storage or for any other purpose that may cause obstruction or hinder their common use by purchasers of other units in the Said Project.
- 17.** The Allottees/Purchasers also agree and covenant that after taking possession of the Said Unit from the Promoter and before conveyance of the Said Project premises to the CHSL, they shall not transfer / assignee the Said Unit to any third person, without the explicit consent in writing of the Promoter. The Allottees/Purchasers shall be liable to pay an amount of 5% of the aggregate consideration amount for the Said Unit to the Promoters, or such amounts as the Promoters may determine at their absolute discretion by way of the transfer and administrative charges, and other costs /expenses, pertaining to the same. The transferee(s) / assignee(s) of the Allottees/Purchasers shall always remain bound and liable by the terms, conditions and covenants herein, and all the provisions of this Agreement shall ipso facto apply mutatis mutandis to such transferee(s) /assignee(s).

- 18.** IT IS ALSO UNDERSTOOD AND AGREED BETWEEN THE PARTIES hereto that the terrace space adjacent to the flat, if any, shall belong exclusively to the respective purchaser of the flat/ unit. The Allottees/Purchasers shall not enclose the said terrace flat/ unit

unless the permission in writing is obtained from the concerned local authority. The Allottees/ Purchasers shall not put any temporary chajjas, sheets, awning that shall change the aesthetic look and elevation of the building then constructed. The Promoter also reserve the rights to allot a part and / or a portion of the top terrace floor level to the individual flat purchasers of the highest floor. This part and / or portion of the terrace allotted with a separate and individual access shall be a sole property of the flat Purchaser of the highest floor and other Purchasers shall not object to the same individually and / or collectively as an association and / or a society formed.

19.The Allottees/Purchasers hereby agrees that if the possession of the said premises, flat, shop or unit is not taken in the time frame prescribed by the Promoter then the Promoter shall not be liable to keep the flat or unit fresh, clean and repaint and shall not hold the Promoter to maintain the flat internally upto the date of possession by the Allottees/Purchasers.

20.Nothing contained in this Agreement for Sale is intended to be nor shall be construed as a grant, demise or assignment in law of the Said Unit or of the said property or building in which the Said Unit is situated or anypart thereof. The Allottees/Purchasers shall have no claim, save and except in respect of the Said Unit thereby agreed to be sold to them, and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc. shall remain the property of the Promoters, until the Said Project premises and building/s are transferred through conveyance to the CHSL.

21.Notwithstanding anything above, the Allottees/Purchasers agree that the Promoter shall retain complete ownership rights in all unsold Units, if any, in the Said Project, including any units that might not have been constructed but which the Promoter are entitled to construct in the Said Project, in accordance with the FSI available for the said property, and that the Allottees /Purchasers shall never dispute or seek to limit such rights of the Promoter.

22.The Allottees/Purchasers understand and agree that the above rights of the Promoter shall remain applicable even after a CHSL is formed of the various purchasers of individual units in the Said Project and / or after conveyance of the Said Project premises to the CHSL. Without prejudice to the above, the Allottees/Purchasers agree

and understand that the Promoter shall retain the following rights in respect of any unsold and / or unconstructed/ partially constructed units in the Said Project:

- a. The Promoters and / or their representatives, workers, etc. shall be allowed unrestricted rights by the Allottees/Purchasers / CHSL to access the Said Project premises and to construct, finish, inspect, and/or maintain the unsold and/or unconstructed / partially constructed units in the Said Project;
- b. The Promoters shall not be liable to pay any charges to the CHSL, in respect of the unsold units, including but not limited to water usage, common electricity usage, contribution towards repair and maintenance funds, expenses on repair and maintenance of lifts and other equipment/machinery, expenses for running the lifts, car parking, non-occupancy charges or any other similar charges. However, the Promoters shall pay the proportionate charges in respect of unsold units, towards Property Tax, Sinking Fund, Insurance Charges, NA Tax and Lease Rent for the said property, as per actual expenses. If the Promoters give any unsold units on lease, then they shall pay all the proportionate charges as paid in respect of other units in the Said Project;
- c. The Promoters shall retain the right to sell the unsold units in the Said Project to any prospective purchaser(s) and such prospective purchaser(s) will be admitted to the CHSL, and shall enjoy all rights as original members of the CHSL, without paying any transfer premium or any other charges to the CHSL, including any charges that the CHSL may demand in respect of arrears of maintenance in respect of their purchased units;
- d. The Promoters shall also be entitled to display advertisement on the walls or the water tanks or the terrace of the Said Project and the Promoters shall exclusively be entitled to any income that may be derived by display of such advertisements, and the Purchasers hereby undertake that they or the CHSL shall not raise any objections for the same.

23. The Allottees/Purchasers agrees that the name of the Project, Buildings and the Society shall be decided by the Promoter and the Allottees/Purchasers individually or collectively as a society shall not alter or change the name in future. The Allottees/Purchasers agrees that the project shall be known as "_____".

24. ALLOTTEES/ PURCHASERS REPRESENTATION AND WARRANTIES

The Allottees/Purchaser represents and warrants that:

- a. He/she/it has not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up, as the case may be;
- b. No receiver and/or liquidator and/or official assignee or any person is appointed of the Purchaser/sor all or any of his/her/their assets and/or properties;
- c. None of his/her/their assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.;
- d. No notice is received from the Government in India (either Central, State or Local) and/or from abroad for his involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her
- e. No execution or other similar process is issued and/or levied against him/her/ them and/or against any of his/her/their assets and properties;
- f. He/she is not of unsound mind and/or is not adjudged to be of unsound mind;
- g. He/she has not compounded payment with his creditors;
- h. He/she is not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than six months;
- i. He/she/it is competent to contract and enter into this Agreement as per the prevailing Indian Laws;

25. LOAN AND MORTGAGE:

- i. The Allottees/Purchaser shall be entitled to avail loan from a bank/financial institution and to mortgage the said Unit 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 Allottees/Purchasers for availing any such loan and for creation of any such mortgage/charge, in the event the Allottees/Purchasers has/have defaulted in making payment of the Sale Consideration and/or other amounts payable by the Allottees/Purchasers under this Agreement.
- ii. All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Unit, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Unit, shall be solely and exclusively borne and incurred by the

Allottees/Purchasers. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.

- iii. The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner, and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Sale Consideration and balance other amounts payable by the Allottees/Purchasers under this Agreement.
- iv. In the event of any enforcement of security/mortgage by any bank/financial institution, the Promoter shall be entitled to extend the necessary assistance/support as may be required under applicable law.
- v. After execution of this Agreement for Sale, the Promoter shall not mortgage or create a charge on the Said Unit, 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 encumbrance mortgage or charge shall not affect the right and interests of the Purchasers, who have taken or agreed to take the Said Unit.

26. Forwarding of this Agreement for Sale by the Promoters to the Allottees/Purchasers does not create a binding obligation on the part of the Promoters or the Allottees/Purchasers until, firstly, the Allottees/Purchasers sign and deliver this Agreement for Sale with all the Schedules and Annexures along with the payments due as stipulated in the Third Schedule ('Schedule of Payment') herein within 15 (fifteen) days from the date of receipt by the Purchasers and secondly, appear for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Allottees/Purchasers fail to execute and deliver to the Promoters this Agreement within 15(fifteen) days from the date of its receipt by the Allottees/Purchasers and/ or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the application of the Allottees/Purchasers shall be treated as cancelled and all sums deposited by the Allottees/Purchasers in connection therewith excluding the booking amount(s) and excluding any charges incurred by the Promoters in respect of the said flat shall be returned to the Allottees / Purchasers by the Promoters, without any interest or compensation whatsoever.

27.The Recitals, Schedules and Annexure to this Agreement shall constitute an intrinsic and essential part of this Agreement for Sale and this Agreement for Sale, along with all its Recitals, Schedules and Annexure, constitutes the entire Agreement between the Promoters and the Allottees/Purchasers 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 Promoters and the Allottees/Purchasers in respect to the Said Unit.

28.AMENDMENT - This Agreement for Sale can be amended only through the written consent of both the Promoter and the Allottees/Purchasers.

29.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 Said Project shall equally be applicable to and enforceable against any subsequent Allottees/Purchasers of the Said Unit, in case of a transfer, as the said obligations go alongwith the Said Unit for all intents and purposes.

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

31.Wherever in this Agreement it is stipulated that the Allottees/Purchasers have to make any payment, in common with other Purchasers in the Said Project, the same shall bein proportion to the carpet area of the Said Unit to the total carpet area of all the units in the Project.

32.REGISTRATION

This Agreement for Sale shall be executed at Navi Mumbai, and the Allottees/ Purchasers and/ or the Promoter shall present this Agreement, as well as the subsequent Conveyance Deed for the Said Project premises and building/s for registration at the proper registration office, within the time limit prescribed by the Registration Act, and the Promoters will attend such office and admit execution

thereof.

33. NOTICES & CORRESPONDENCE

All notices to be served on and correspondence to the Purchasers as contemplated by this Agreement for Sale, shall be deemed to have been duly served if sent to the Alotees/Purchasers, by Registered or Speed Post A.D. to the address specified below:

Promoters

M/S PALMS QUALITY CONSTRUCTION REALTY LLP,
at office 504, Bhoomi Landmark, Plot No. 34 & 34A,
Sector 17, Khanda Colony, New Panvel (W), Panvel,
accounts2@qualcon.co.in

Alotees

It shall be the duty of the Alotees/Purchasers to inform the Promoters of any change in address subsequent to the execution of this Agreement for Sale, failing which all communications and letters posted to the above address shall be deemed to have been served on the Alotees/ Purchasers.

In case of 02 (two) or more Alotees/Purchasers, the Notices and Correspondence shall be sent by the Promoters only to the above mentioned address and not to each of the Alotees/Purchasers individually, and postage to the above mentioned address through Registered or Speed Post A.D. shall for all intents and purposes be considered as proper service on all the Alotees/Purchasers.

34. All charges towards Taxes, Stamp Duty and Registration of this Agreement for Sale shall be borne by the Alotees/Purchasers only.

35. Any dispute between the Parties in respect of this Agreement for Sale shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Said

Act.

36. That the rights and obligations of the Parties under or arising out of this Agreement for Sale shall be construed and enforced in accordance with the laws of India for the time being in force and the Courts at Navi Mumbai, shall have exclusive jurisdiction in respect of this Agreement for Sale.

FIRST SCHEDULE HEREIN ABOVE WRITTEN

Said Property

All the pieces and parcels of land bearing Final Plot No. 7 & 8, cumulatively admeasuring 3379.00 sq. mtrs, in TPS-1, situate lying and being at Village Akurli, Taluka Panvel, District Raigad.

ON OR TOWARDS THE NORTH :

ON OR TOWARDS THE SOUTH :

ON OR TOWARDS THE EAST :

ON OR TOWARDS THE WEST :

SECOND SCHEDULE HEREIN ABOVE WRITTEN

UNIT No _____, on Floor _____, having carpet area of _____sq meters, in the " _____ " Project being developed the said property.

THIRD SCHEDULE HEREIN ABOVE WRITTEN

PAYMENT SCHEDULE

SR. NO.	INSTALMENTS/ Description	PERCENTAGE	PRINCIPAL AMOUNT
1.	Booking Amount.	09%	
2.	Within 7 days from the execution of the agreement	20%	
3.	On Completion of Plinth.	15%	
4.	On Completion of 1st slab	5%	
5.	On Completion of 3rd slab	5%	
6.	On Completion of 6th slab	5%	
7.	On Completion of 9th slab	4%	

8.	On Completion of 11th slab	4%	
9.	On Completion of 12th slab	3%	
10.	On completion of the walls, internal plaster, floorings doors and windows of the said Apartment.	5%	
11.	On Completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.	5%	
12.	On Completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located..	5%	
13.	on completion of the lifts, water pumps, of the building or wing in which the said Apartment is located.	5%	
14.	On Completion of electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, paving of areas appertain and all other requirements as maybe prescribed in the Agreement of sale of the building or wing in which the said Apartment is located	5%	
15.	On possession	5%	
TOTAL		100%	

Note: Goods and Service Tax (GST) as applicable shall also be payable along with the Payment, due as per the above Schedule. The GST shall be payable through separate cheques and no TDS shall be applicable on such amounts.

WITNESS WHEREOF the Parties hereinabove named have set their respective hands and signed this Agreement for Sale at Navi Mumbai in the presence of attesting witness, signing as such on the day first above written.

SIGNED SEALED AND DELIVERED

BY THE WITHIN NAMED 'PROMOTERS'

FOR _____

SIGNED SEALED AND DELIVERED

BY THE WITHIN NAMED 'ALLOTTEES/PURCHASERS'

IN THE PRESENCE OF WITNESSES:

1.

2.

LIST OF ANNEXURES

1. Plan Of Said Property - "**ANNEXURE A**".
2. Property Card "**ANNEXURE B**" And "**ANNEXURE C**".
3. Commencement Certificate Dated 23rd Jan, 2023 "**Annexure D**".
4. Maharera Certificate "**Annexure- E**".
5. Title Certificate & Search Report "**Annexure- F**".
6. Sanctioned Layout Plan "**Annexure-G**".
7. Floor Plan "**Annexure-H**".
8. The List Of Common Areas And Facilities In The Said - **Annexure 'I'**,
9. The List Of Fixtures, Fittings And Specifications In The Said Unit **Annexure 'J'**.

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