

AGREEMENT FOR SALE

This Agreement made at Thane this.....day of.....in the year Two Thousand and between

CONCORDE REALTY (PAN NO. _____), a Partnership Firm duly registered under the Indian Partnership Act, 1932, doing business as Builders and Developers with its Registered Office at: Cosmos House, Behind TMC Office, Sant Dnyaneshwar Road, Panchpakhadi, Thane (W) hereinafter referred to as "**PROMOTERS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being constituting the said firm, the survivor or survivors of them and the respective heirs, executors, and administrators of such last survivor, their successors and permitted assigns) **of the First Part;**

AND

(1) MR/MS/MRS/MESSERS

(2) MR/MS/MRS/MESSERS

adult/s and residing at

_____hereinafter referred to as the "**ALLOTTEE/S**", (which expression shall unless it repugnant to the context or meaning thereof shall be deem to mean and include his/her/their respective heirs, executors, administrators and assigns) of the Second PART;

WHEREAS :-

A. The Promoters acquired aforesaid property and/or the development rights thereof as under viz:-

1.

a. One Shri Hasha Govind Thakur was the absolute Owner and seized and possessed of and/or otherwise well and sufficiently entitled to the property being all that piece and parcel of land bearing (Old Survey No. 155, Hissa No. 1A) New Survey Nos. 155 Hissa No. 1B admeasuring about 230 sq. mtrs., (Old Survey No. 155, Hissa No. 4A/1) New Survey No. 155 Hissa No. 4/1/B admeasuring about 1290 sq. mtrs., (Old Survey No. 156, Hissa No. 1) New Survey No. 156 Hissa No. 2 admeasuring about 2140 sq. mtrs., Old Survey No. 157, Hissa No. 1/A New Survey No. 157 Hissa No. 1/B admeasuring about 8520 sq. mtrs. lying, being and situate at Village Khidkali, Taluka & District Thane (hereinafter referred to as the 'said first property');

b. Shri. Hasha Govind Thakur expired on 02/06/1961 leaving behind him his only legal heirs viz; 1. Posh Hasha Thakur, 2. Hirabai Babu Patil and 3. Shantabai Nana Patil. Smt. Hirabai and Smt. Shantabai released their rights in respect of the said first property by giving their statements and thus only the name of Shri Posh Hasha Thakur is mutated in the record of rights on 07/10/1961 vide Mutation Entry No. 329.

c. Shri Posh Hasha Thakur expired leaving behind 1. Rajubai Posh Thakur (Wife), 2. Shankar Posh Thakur, 3. Balkrishna Posh Thakur, 4. Mahadev Posh Thakur, 5. Pandharinath Posh Thakur, 6. Taibai Ramkisan Bhoir, 7. Baibai Baburao Mhatre, 8. Kedrubai Ganpat Aalimkar (expired) through her L.H's 9. Ananta Ganpat Aalimkar and 10. Dharma Ganpat Aalimkar (grandsons), as his only legal heirs, whose names got mutated in the record of rights vide M.E No. 850 on 01/07/1996.

d. Smt. RajubaiPosha Thakur expired leaving behind her 1. Shankar Posh Thakur, 2. Balkrishna Posh Thakur, 3. Mahadev Posh Thakur, 4. Pandharinath Posh Thakur, 5. Taibai RamkisanBhoir, 6. Baibai Baburao Mhatre, 7. Kedrubai Ganpat Aalimklar as her only legal heirs whose names got mutated in the record of rights vide Mutation Entry No. 1038 on 28/11/2007.

e. Smt. Kedrubai Ganpat Aalimkar expired leaving behind her 1. Ananta Ganpat Aalimkar, and 2. Dharma Ganpat Aalimkar, her two sons as her only legal heirs, whose names got mutated vide M.E No. 1039 on 28/11/2007.

f. Smt. Taibai Ramkisan Bhoir, Smt. Baibai Baburao Mhatre and Shri Ananta Ganpat Aalimkar and Shri Dharma Ganpat Aalimkar executed a Release Deed dated 22/9/2011 registered under Sr. No. 8656/2011 in favour of 1. Shri Shankar Posh Thakur, 2. Shri Mahadev Posh Thakur, 3. Shri Balkrishna Posh Thakur and 4.ShriPandharinathPosh Thakur, (hereinafter referred to as 'the said First Owners').

g. The said First Owners thus became the absolute owner, seized and possessed of and/or otherwise well and sufficiently entitled to the said first property more particularly described in the First Schedule hereunder written, by succession;

h. An RTS Appeal No. 110/2012 came to be filed by the legal heirs of Late Smt. Shantabai Nana Patil i.e. Shri. Gurunath Kaluram Patil & 15 Ors. Against Shri Shankar Posh Thakur & 14 Ors before the Sub-Divisional Officer, Thane (SDO) challenging the Mutation Entry No. 329 dated 07/10/1961. The SDO, Thane rejected the said RTS Appeal on 21/11/2012 thereby confirming the said M.E No. 329.

The said Shri. Gurunath Kaluram Patil & Ors. have filed a Regular Civil Suit No. 746/2013 against said First Owners and

Others for Declaration, Partition and Injunction before the Civil Court at Thane in respect of said property and other properties and the said suit is pending. However in the said court matter, no any stay or prohibitory order has been passed by the Hon'ble Civil Court, Thane till today.

2.

a. One Shri Kathod Charya Pawar was the absolute Owner and seized and possessed of and/or otherwise well and sufficiently entitled to the property being all that piece and parcel of land bearing Survey No. 157 Hissa No. 2 admeasuring about 1210 sq. mtrs and Shri Waman Charya Pawar was the absolute Owner and seized and possessed of and/or otherwise well and sufficiently entitled to the property being all that piece and parcel of land bearing Survey No. 162 Hissa No. 1 admeasuring about 2980 sq. mtrs lying, being and situate at Village Khidkali, Taluka & District Thane (hereinafter referred to as the 'said second property');

b. Said Shri Waman Charya Pawar expired leaving behind him his only legal heir, his wife Smt. Motibai and accordingly recorded in revenue records vide M.E No. 78 on 17/10/1929.

c. Said Shri Kathod Charya Pawar expired on 19/12/1944 leaving behind him his only legal heir, his only son Shri Narayan Kathod Pawar, whose name got mutated in the record of rights vide M.E no. 201 on 14/03/1945.

d. Smt. Motibai Waman Pawar expired leaving behind her Shri Narayan Kathod Pawar, , as her only legal heir, whose name got mutated in the record of rights vide M.E No. 242 on 01/01/1951.

e. Thus the said Narayan Kathod Pawar became the absolute Owner of the said second property, more particularly described in the Second Schedule written hereunder.

f. Shri Narayan KathodPawar, Bhalchandra Narayan Pawar and Ramchandra Narayan Pawar kept the second property as mortgage with the Thane Kulaba And Mu. Sa. D. Co-operative Bank Ltd, Tal. Kalyan. The said entry got mutated vide M.E No. 326 on 26/05/51.

g. The Thane KulabaAnd Mu. Sa. Di. Co-operative Bank Ltd, Kalyan sold the second property on lease on 01/04/1961 Narayan KathodPawar, 2. Bhalchandra Narayan Pawar and 3.Ramchandra Narayan Pawar, The said entry got mutated vide M.E no. 327 on 26/06/1961.

h. By mutual consent the said second property was partitioned between Shri Narayan KathodPawar, Bhalchandra Narayan Pawar and Ramchandra Narayan Pawar, and the said second property was transferred to the share of said Ramchandra Narayan Pawar. As the possession of the said second property came to the share of the said RamchandraPawar, his name got mutated in the record of rights vide M.E. No. 605 on 08/02/1989.

i. The said second property had burden of an amount of Rs. 1500 in the name of The Maharashtra State Co-operative & Development Bank Ltd, Mumbai (MSCDB Ltd. Mumbai). Vide Letter dated 02/01/1982 issued by the Kalyan Branch it is revealed that the said burden is fully paid by the said Narayan Kathod Pawar and thus the burden was removed from the record of rights. According to Mutation Entry No. 636 recorded on 02/01/1982, the loan of MSCDB Ltd. Mumbai was paid by said Narayan Kathod Pawar

j. Vide a Sale Deed dated 11/08/1982 Shri Mahadev Posha Thakur, (hereinafter referred to as "the said Second Owner") purchased the said second property from the said Shri

Ramchandra Narayan Pawar (hereinafter referred to as the 'said previous Owner') . The said entry got mutated vide M.E no. 648 on 23/10/1982.

k. The said Second Owner thus became the absolute owner, seized and possessed of and/or otherwise well and sufficiently entitled to the said second property.

The said first property and said second property shall hereinafter collectively referred to as 'Said Property' which is more particularly described in the First Schedule hereunder written.

l. Vide a Development Agreement dated 12/04/2013 duly registered at Sr. No. TNN5/ 4055/2013 (hereinafter referred to as 'SAID AGREEMENT') the said First Owners and said Second Owners had granted the development rights of the Said Property in favour of the Promoters herein. In pursuance of the said Agreement, the said First and Second Owners has executed a Power of Attorney dated 12/04/2013 duly registered at Sr. No. TNN5/4056/2013 in respect of said Property in favour of Shri Suraj Parmar, Authorized Signatory of said Promoters herein. And due to sudden demise of said Authorized Signatory of Promoters, the said First and Second Owners further vide Power of Attorney dated 23/11/2015 duly registered at Sr. No. TNN5-11928/2015 granted various powers in respect of the Said Property in favour of another nominees/partners of Promoters herein.

m. Meanwhile as per Form No. 12 bearing Du. Ra. No. 827/2013 dated 10/01/2013, the said first property was sub divided and the First Owners name were recorded as the owner of the new Survey Nos. 155/1B, 155/4/1/B, 156/2, 157/1/B and the name of MIDC was recorded as the owner of the new Survey Nos.

155/1A, 155/4/1A, 156/1, 156/3 and 157/1A, the said sub-division is recorded in the record of rights vide M.E. No. 1255 on 25/07/2013.

n. Further as per Form No. 12 bearing M. R. No. 1387/2014, the said first property was further sub-divided and the area affected under 60 Mtrs.wide D.P. Road, 12 Mtr. wide Service Road, 3 Mtr& 9 Mtr. Road and Garden Reservation out of the said first property as per the sanctioned plan are entered in the name of the said Corporation and thus new survey nos. 155/1B/3 admeasuring 10 sq. mtrs., 155/4/1/B/4 admeasuring 210 sq. mtrs, 156/2B admeasuring 1400 sq. mtrs., 157/1/B/3 admeasuring 7220 sq. mtrs. got mutated in the name of said First Owners and new Survey nos. 155/1B/1adm. 10 sq. mtrs., 155/1B/2 admeasuring 210 sq. mtrs., 155/4/1B/1 admeasuring 80 sq. mtrs., 155/4/1B/2 admeasuring 350 sq. mtrs., 155/4/1B/3 admeasuring 650 sq. mtrs., 156/2A admeasuring 390 sq. mtrs., 156/2C admeasuring 30 sq. mtrs., 156/2D admeasuring 310 sq. mtrs., 156/2E admeasuring 10 sq. mtrs., 157/1B/1 admeasuring 1110 sq. mtrs. and 157/1B/2 admeasuring 190 sq. mtrs. got mutated in the name of Thane Municipal Corporation. The said sub-division is recorded in the record of rights vide M.E. No. 1298 on 05/02/2015. The possession of the said area under reservation of D. P. Road is handed over to the said Corporation vide Possession Receipt dated _____;

AND WHEREAS the Promoter is in possession of the said property to carry out the development of it.

- C.** Pursuant to the above, the Promoters have acquired the development rights in respect of Said Property more particularly described in the First Schedule hereunder written and the Promoters are absolutely entitled to develop the Said Property by consuming the entire FSI/TDR that may be permitted to be

utilized in respect thereof. The Promoters herein have thus become lawful Developer of the Said Property and has initiated further steps in terms of the said Agreement for the purpose of development of the said property and for compliance of other responsibilities to develop the said property.

E. PERMISSIONS FOR COMMENCEMENT TO WORK:

The following orders/permissions have been acquired from the concerned authorities in respect of the Said Property:

- i. The Collector, Thane has issued Letter dated 29/10/2015 bearing S.R.-91/2015 addressed to Asst. Director, Town Planning, Town Development Department, Thane Municipal Corporation, Thane thereby ascertaining the Class of land, its occupancy and encumbrances in respect of the said Property.
- ii. The Promoter has appointed _____ as a Structural Engineer for the preparation of the structural design and drawings of the buildings. The Promoters have also appointed MRS. SUVARNA GHOSH, as Architect for the said project and entered into a standard agreement with Architect.

The Promoter accepts the professional supervision of the said Architect and the said structural Engineer till the completion of the building / buildings.

- iii. The said Corporation has accorded approval to the building plan submitted vide its sanction bearing V. P. No. S11/0065/13 TMC/TD-DP/TPS/0933/13 dated 31/08/2013 (hereinafter referred to as SAID APPROVED PLAN) and accordingly issued Sanction of Development Permission/Commencement Certificate bearing V.P No. S11/0065/13 TMC/TDD/0933/13 dated 31/08/2013.
- iv. The said Corporation has also issued Sanction of Amended Development Permission/ Commencement Certificate

bearing V. P. No. S11/0065/13 TMC/TDD/ 0984/13 dated 30/10/2013, A copy of which is annexed herewith and marked as **ANNEXURE 'A'**.

- v. The Promoters have obtained Environment Clearance Certificate from the Government of Maharashtra, Environment Department vide correspondence bearing no. SEAC-2013/C.R434/TG dated 5/9/2014.
- vi. The said Corporation has issued Storm Water Drain No Objection Certificate bearing no. TMC/KA/INDP/SWD NOC/48 dated 17/11/2014.
- vii. Maharashtra Industrial Development Corporation has issued permission bearing no. _____ dated _____ to construct a culvert on the said property.

F. The said Shri. Gurunath Kaluram Patil & Ors. have filed a Regular Civil Suit No. 746/2013 against said First Owners and Others for Declaration, Partition and Injunction before the Civil Court at Thane in respect of said property and other properties and the said suit is pending. However in the said court matter, no any stay or prohibitory order has been passed by the Hon'ble Civil Court, Thane till today.

G. The Title of the Promoters right to the said property is investigated and certified by Advocate Shri. Ramesh R. Yadav, by Certificate of Title dated 24.05.2013 and by Advocate Shri. _____, by Certificate of Title dated _____; copies of which are annexed herewith and marked as **ANNEXURE 'B'**.

AND WHEREAS by virtue of the abovesaid Agreements, Power of Attorneys and various permissions, the Promoter has proposed to construct eleven (11 in numbers) buildings, _____ wings having _____ Basements / podiums / stilt and upper floors) with Club House (hereinafter referred to as the '**said buildings**') on the said property in phases.

In first phase, the Promoters intend to construct ten (10 in number) building no. 1 to 10 namely OMKARA-1 / OMKARA-2 /

OMKARA-3 / OMKARA-4 / OMKARA-5/ OMKARA-6/ OMKARA-7/
 PASHUPATI-8/ PASHUPATI-9/ PASHUPATI-10 comprising stilt plus
 seven upper floors (hereinafter referred to as the '**said
 Building**') on portion area admeasuring _____ sq. mtrs.
 Out of the said property more particularly described in the
 Second Schedule hereunder written (hereinafter referred to as
 '**the project land**') under the said project 'Cosmos Meluha';

AND WHEREAS as agreed in the said Agreement towards
 consideration thereof, the Promoters have allotted constructed
 premises being flats and shops in the said buildings to be
 constructed on the Project Land to the owners of the said
 property vide _____ dated _____,;

AND WHEREAS the Promoter has registered the Project under the
 provisions of the Act with the Real Estate Regulatory Authority at
 _____ No _____; authenticated copy is annexed
 herewith as **ANNEXURE 'C'**;

AND WHEREAS by virtue of the Development Agreement/Power
 of Attorney the Promoter has sole and exclusive right to sell the
 Apartments in the said building/s to be constructed by the
 Promoter on the project land and to enter into Agreement/s with
 the allottee(s)/s of the Apartments to receive the sale
 consideration in respect thereof;

AND WHEREAS the Allottee herein was/were interested in
 purchasing and acquiring premises suitable to his/her/their needs
 and purposes in the vicinity of the Project Land and having come
 to know about the development of the Project Land, the Allottee
 approached the Promoters and showed his/her/their willingness
 to purchase and acquire on ownership basis, the premises in the
 building being erected on the Project Land;

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

AND WHEREAS authenticated copies of 7/12 extracts have been annexed hereto and marked as **ANNEXURE 'D'**.

ANDWHEREAS the authenticated copies of the plans of the Lay out as proposed by the Promoter and according to which the construction of the said buildings and open spaces are proposed to be provided for in the said project have been annexed hereto and marked as **ANNEXURE 'E'**,

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No..... of carpet area admeasuring sq. metres which is equivalent to _____ sq. feet carpet area as per the defination of the said Act alongwith deck admeasuring _____ sq. meters which is equivalent to _____ sq. feet carpet area and enclosed balcony (if any) admeasuring _____ sq. meters which is equivalent to _____ sq. feet carpet area on floor in wing situated in the building no. to be known as _____ (hereinafter referred to as the '**said building**') being constructed in the first phase of the said Project (hereinafter referred to as the '**said Apartment**') alongwith the benefit to use _____ covered / mechanize car parking for the consideration and on the terms and conditions appearing hereinafter.

AND WHEREAS the carpet area of the said Apartment is _____ square meters which is equivalent to carpet area admeasuring _____ sq. feet and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS the authenticated copies of the plans and specifications of the said Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **ANNEXURE 'F'**;

ANDWHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

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

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

AND WHEREAS the 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 in to this Agreement on the terms and conditions appearing hereinafter;

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

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Apartment and the covered parking _____.

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

1. The Promoter shall construct the said building/s consisting of ground, stilt and seven upper floors 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 Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

- 1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee the said Apartment bearing No. of the type of carpet area admeasuring sq. metres which is equivalent to _____ sq. feet carpet area alongwith deck admeasuring _____ sq. meters which is equivalent to _____ sq. feet carpet area and enclosed balcony (if any) admeasuring _____ sq. meters which is equivalent to _____ sq. feet carpet area on floor in _____ wing of the said building as shown in the Floor plan thereof here to annexed and marked ANNEXURE '____' for the consideration of Rs. including Rs. being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Third Schedule annexed herewith. (the price of the Apartment including the proportionate price of

the common areas and facilities and parking spaces should be shown separately)

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos. _____ situated at _____ Basement and / or stilt and / or podium being constructed in the layout for the consideration of Rs. _____/-

- 1.b The total aggregate consideration amount for the apartment including covered parking spaces is thus Rs. _____/-
- 1.c The Allottee has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ Only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. _____/- (Rupees _____ Only) in the following manner –

SR. NO.	DETAILS	AMOUNT (Percentage)
A	On or before (including advance payment or application fee)_____	70%
B	On Completion of Walls, Internal Plaster, Floorings, Doors and Windows of the said Apartment	5%
C	On Completion of Sanitary Fittings, Staircases, lift Wells, Lobbies	5%
D	On Completion of External Plumbing, External Plaster, elevation, Terraces with Waterproofing.	5%

E	On Completion of the lifts, Water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, pavings of the area appertain and all other requirements as may be prescribed in the agreement	10%
f	On Possession after receiving Occupancy certificate	5%
	TOTAL	100%

1.d The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Good and Services 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 Apartment.

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 The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ _____ % per annum for the period by which the respective installment 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.g The Promoter shall confirm the final carpet area that has been allotted to the Allottee 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 up on 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.h The Allottee authorizes the Promoter to adjust / appropriate all payments made by him / hereunder 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.

1.i The Promoter confirms that it is developing the Project Land with the use of the balance Floor Space Index (FSI), Additional FSI, Fubgible FSI, and Transferable Development Rights (TDR) in accordance with the plans sanctioned by the concerned planning authority of Thane Municipal Corporation.

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 Apartment to the Allottee, obtain from the concerned local authority occupancy and / or completion certificates in respect of the Apartment.

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 said Apartment 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 installment and other dues payable by him / her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) hereinabove. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is square meters only and Promoter has planned to utilize Floor Space Index by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed their intension to utilize any proposed Floor Space Index on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments 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 said Apartment 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 installments, 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. In such event the Allottee shall be liable to pay ____ % of the total consideration for purchase of the said Apartment to the Promoters as liquidated damages.

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 installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with of best quality to be provided by the Promoter in the said building and the Apartment as are set out in **ANNEXURE '____'**, annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or before day of..... 20..... If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 hereinabove from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

- (i) war, civil commotion or act of God;

- (ii) any notice, order, rule, notification of the Government and / or other public or competent authority / court.
- (iii) Circumstances beyond the control of the Promoters.

If the Promoters for any of the aforesaid reasons beyond the control of the Promoters is/are unable to give possession of the said Apartment by the date stipulated hereinabove, the Promoters shall be entitled to proportionate extension of time for handing over possession of the said Apartment. It is specifically agreed by the Allottees that, during such proportionate extension period, Allottees shall not be entitled to cancel this Agreement or claim any interest. If the Promoter fails and neglects to give possession of the said Apartment to the Allottee/s even after the period so extended because of the any of any of the aforesaid reasons, then the Promoters shall be liable on demand to refund to the Allottee/s the amount already received by it in respect of the said Apartment alongwith interest at the rate of Rs. ___% per annum. It is agreed that upon refund of the said amount with interest as aforesaid, the Allottee/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoters or in respect of the said Apartment and/or said building or project land in any manner whatsoever and the Promoters shall be entitled to deal with and dispose of the said Apartment to any person or the party as the Promoters may desire.

7.1 PROCEDURE FOR TAKING POSSESSION – The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the said Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the said

Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the said Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartment is ready for use and occupancy.

7.3 FAILURE OF ALLOTTEE TO TAKE POSSESSION OF THE SAID APARTMENT – Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the said Apartment 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 Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable and other government taxes if applicable.

7.4 If within a period of five years from the date of handing over the said Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the said Apartment 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 shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

7.5 It is expressly agreed that the Promoters shall be at liberty to make such minor changes or alterations as may be necessary due to aesthetic, architectural and structural reasons duly recommended and verified by an authorized Architect and Engineer.

8.1 So long as each of the Apartments / Covered Parking Spaces in the said Building is/are not separately assessed for municipal taxes and water taxes etc., the Allottees shall pay to the Promoters or to the Society when formed, a proportionate share of the municipal taxes and water taxes etc. assessed on the whole building, such proportion to be determined by the Promoters on the basis of the area of each Apartment / covered parking in the said building. The Allottee/s alongwith the other Apartment holders will not require the Promoters to contribute proportionate share of the water charges, tanker water charges, electricity used for water, lifts and any other similar charges relating to occupation in respect of the Apartments which are not sold and disposed off by the Promoters. The Promoters will also be entitled to the refund of the municipal taxes on account of the vacancy of such Apartments.

8.2 The Allottee shall use the said Apartment or any part thereof or permit the same to be used only for purpose of *residence / office / show – room / shop / godown for carrying on any industry or business. (*strike of which is not applicable) He shall use the parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or

Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and / or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye – laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye – laws, or the Memorandum and / or Articles of Association, as may be required by the Registrar of Co – operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Promoter shall, within three months of 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 / Promoter in the said structure of the Building or wing in which the said Apartment is situated.

9.2 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 / Promoters in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the said Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the

Apartment) 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 shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs./- per month towards the outgoings. The amounts so paid by the Allottee 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 maybe.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts –

- (i) Rs./- for share money, application entrance fee of the Society or Limited Company / Federation / Apex body.
- (ii) Rs./- for formation and registration of the Society or Limited Company / Federation / Apex body.

- (iii) Rs./- for proportionate share of taxes and other charges / levies in respect to the Society or Limited Company / Federation / Apex body.
 - (iv) Rs./- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company / Federation / Apex body.
 - (v) Rs./- for Deposit towards Water, Electric, and other utility and services connection charges &
 - (vi) Rs./- for deposits of electrical receiving and Sub Station provided in Layout.
 - (vii) Rs./- for deposits of development charges.
11. The Allottee shall pay to the Promoter a sum of Rs./- 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 shall pay to the Promoter, the Allottees' 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 shall pay to the Promoter, the Allottees' 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 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 up on 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 clause no. F hereinabove;
- 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 created herein, may prejudicially be affected;
- vii. The Promoter has not entered in to 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 Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and / or penalties and other outgoings, whatsoever, payable with

respect to the said project to the competent Authorities;

- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and / or the Project except those disclosed in the title report.
14. The Allottee/s or himself / themselves with intention to bring all persons into whosoever in hands the said Apartment may come, hereby covenants with the Promoter as follows –
- i. To maintain the said Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the building in which the said Apartment 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 said Apartment is situated and the said Apartment itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the said Apartment 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 Apartment 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 Apartment is situated, including entrances of the building in which the said Apartment is situated and in case any damage is caused to the building in which the said Apartment is situated or the said Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the said Apartment 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 committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and / or other public authority.
- iv. Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at anytime make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Apartment is situated and shall keep the

portion, sewers, drains and pipes in the said Apartment and the appurtenances there to 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 Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardisor other structural members in the said Apartment without the prior written permission of the Promoter and / or the Society or the Limited Company.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the said Apartment is situated or any part there of or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the said Apartment is situated.
- vii. Not to decorate the exterior of the said Apartment otherwise than in a manner agreed to with the Promoters.
- viii. Not to affix or put any dish antenna or change the position of A.C. condenser units installed in the said Apartment or any of their accessories, which has the possibility to spoil the exterior elevation of the said Apartment and the said Building. The Allottee/s can

put additional A. C. condenser unit/s only after taking written permission of the Promoters.

- ix. 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 said Apartment is situated.
- x. 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 said Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- xi. The Allottee shall not let, sub – let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- xii. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation 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 Apartments 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 shall also observe

and perform all the stipulations and conditions laid down by the Society / Limited Company / Apex Body / Federation regarding the occupancy and use of the said Apartment 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.

- xiii. Till a conveyance / assignment of lease of the structure of the building in which said Apartment is situated is executed in favour of Society / Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter in to and up on the said buildings or any part thereof to view and examine the state and condition thereof.
- xiv. Till a conveyance / assignment of lease of the project land on which the building in which said Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter in to and up on the project land or any part thereof to view and examine the state and condition thereof.
- xv. Until the said property is fully developed, not to obstruct or prevent the Promoters in any manner whatsoever from carrying out further construction of buildings or structures, in such manner as the Promoters may deem fit and proper, as per the sanctioned plans.

- xvi. Not to raise any nature of objection for giving access to the third party/s for the plots going through the plot/building compound, to such owners/possession holders of the third party plots within the said property. To record his/her/their consent for giving such access.
15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co – operative Society or association or Company or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society / Limited Company or other body and until the project land is transferred to the Apex Body / Federation as herein before mentioned.
17. **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 Apartment 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 said Apartment.

18. BINDING EFFECT

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

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and superseeds 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 Apartment.

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

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 Allottees of the said Apartment, in case of a transfer, as the said obligations go alongwith the said Apartment for all intents and purposes.

22. SEVERABILITY

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

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

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

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only up on 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, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub – Registrar. Hence this Agreement shall be deemed to have been executed at _____.

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

_____ Name of Allottee
 _____ (Allottee's Address)
 Notified Email ID – _____

M/s. _____ Promoter name
 _____ (Promoter Address)
 Notified Email ID – _____

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

28. JOINT ALLOTTEES

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

29. STAMP DUTY AND REGISTRATION – The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

30. 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 Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

31. GOVERNING LAW

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

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Thane in the presence of attesting witness, signing as such on the day first above written.

FIRST SCHEDULE ABOVE REFERRED TO

(The Said Property)

All those pieces or parcels of property bearing (Old Survey No. 155, Hissa No. 1A) New Survey No. 155 Hissa No. 1B admeasuring about 230 sq. mtrs., (Old Survey No. 155, Hissa No. 4A/1) New Survey No.

155 Hissa No. 4/1/B admeasuring about 1290 sq. mtrs., (Old Survey No. 156, Hissa No. 1) New Survey No. 156 Hissa No. 2 admeasuring about 2140 sq. mtrs., (Old Survey No. 157, Hissa No. 1/A) New Survey No. 157 Hissa No. 1/B admeasuring about 8520 sq. mtrs., Survey No. 157 Hissa No. 2 admeasuring about 1210 sq. mtrs. and Survey No. 162 Hissa No. 1 admeasuring about 2980 sq. mtrs. lying, being and situate at Village Khidkali, Taluka & District Thane, within the limits of Development Plan of the Thane Municipal Corporation (TMC) in the Registration District and Sub-District of Thane within the limits of said Corporation.

THE SECOND SCHEDULE ABOVE REFERRED TO
(The said Project Land)

All those pieces or parcels of portion admeasuring _____ sq. mtrs. out of the said property on which the said buildings no. ____ being known as `_____are being constructed.

THE THIRD SCHEDULE ABOVE REFERRED TO
(The Said Apartment)

ALL THAT PREMISES being Apartment being no. _____ admeasuring _____ sq. ft. equivalent to _____ sq. mtrs. on the _____ floor of the Building No. ____ i.e. _____, being constructed on the said project land under the name of the project `Cosmos Meluha`.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee : (including joint buyers)

(1) _____

Please affix photograph and sign	Please affix photograph and sign
across the photograph	across the photograph

(2) _____

At _____ on _____

In the presence of WITNESSES –

1. Name _____

Signature _____

2. Name _____

Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

1. CONCORDE REALTY

Through its Partner

WITNESSES

Name _____

Signature _____

Please affix
photograph
and sign
across the
photograph

Name _____

Signature _____

Note –Execution clauses to be finalized in individual cases
having regard to the constitution of the parties to the
Agreement.

Place –

Date _____ day of _____ 20 _____.

ANNEXURE – A

Authenticated copy of Commencement Certificate

ANNEXURE – B

Title Certificate dated _____

ANNEXURE – C

Authenticated copy of the Registration Certificate of the Project
granted by the Real Estate Regulatory Authority

ANNEXURE – D

Authenticated copy of 7/12 Extract of the said property.

ANNEXURE – E

Copy of plans of the Layout as approved by the concerned Local Authority.

ANNEXURE – F

Copy of the floor plan of the said Apartment as approved by the concerned local authority

ANNEXURE – G

Common amenities

ANNEXURE – H

Specifications and Amenities of the said Apartment and the Building

Received of and from the Allottee above named the sum of Rupees on execution of this agreement towards Earnest Money Deposit or application fee.

I say received.

CONCORDE REALTY
The Promoter/s