

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“**Agreement**”) made at **Mumbai** on this ____ day of _____, 202_

Between

M/S. CHOICE DEVELOPERS, a partnership firm registered under the provisions of the Indian Partnership Act, 1932, having its registered office at 1402, Bhumiraj Costarica, Palm Beach Road, Plot Nos. 1 and 2, Sector 18, Near Moraj Circle, Sanpada, Navi Mumbai 400 705 hereinafter referred to as “**Promoter**” (which expression shall unless repugnant to the context and meaning thereof be deemed to mean and include its partner's survivors of their respective heirs, executors, administrators, as the case may be and their respective assigns), of the **ONE PART**;

AND

_____, having his/her/its address at

_____, hereinafter called and referred to as the “**PURCHASER(S)**” (which expression shall unless it be

repugnant to the context or meaning thereof be deemed to mean and include its directors, its successors and permitted assigns) of the OTHER PART;

W H E R E A S:-

- a) Prior to 1980, the Maharashtra Housing and Area Development Authority (hereinafter referred to as “**MHADA**”) was the owner. It was seized and possessed of or otherwise well and sufficiently entitled to a piece and parcel of land admeasuring 849.74 sq. mtrs or thereabouts situated at Survey no. 236-A, C.T.S. No. 5661 (Part) of village Ghatkopar-Kirol, Taluka Kurla, Mumbai Suburban District (hereinafter referred to as “**said Land**”). The said Land is part of a larger MHADA land layout;
- b) MHADA has constructed various buildings on the larger land layout;
- c) Building No. 39 is one of the buildings constructed by MHADA on the larger land layout. The larger land layout belonging to MHADA at Pant Nagar was surveyed, divided and demarcated and thereupon the land whereupon Building No. 39 stands was demarcated and allotted in favour of the Society was measured to be 849.74 sq. mtrs..
- d) Building No. 39 has thirty residential allottees who have taken possession from MHADA. The said allottees have formed the “**Pantnagar Pearl Co-operative Housing Society Limited**” a cooperative housing society duly registered under the Maharashtra Co-operative Societies Act, 1960 under

No. BOM/HSG/8065/B3 dated 31.10.1983 (hereinafter referred to as the “Society”)

- e) Thereafter, MHADA vide a registered Indenture of Lease dated 14.08.1992 bearing registration no. _____ granted a lease in favour of the Society of the land lying underneath and appurtenant to Building No. 39 and more particularly described in **Schedule “I”** of this Agreement for 99 years commencing from 01.04.1980 on the terms and conditions more particularly contained thereunder.
- f) MHADA also executed a registered Deed of Sale dated 14.08.1992 bearing registration no. _____ thereby granting conveyance of the structure, i.e. Building No. 39 (hereinafter referred to as the “**said Old Building**”) to the Society.
- g) Given the above, the Society is the lessee of the land more particularly described in **Schedule I** hereunder and is the owner of said Old Building.
- h) Due to the dilapidated nature of the Old Building and the requirement of continuous heavy repairs, the Society, in its Annual General Meeting dated 29.09.2019 resolved to redevelop the said Old Building. In its Annual General Meeting dated 29.11.2020, the Society decided to appoint the Promoter to redevelop the Old Building by demolishing the existing structure and constructing a new multi-storey building.

- i) Accordingly, vide Development Agreement dated 23.03.2021 bearing registration no. _____ and Power of Attorney dated bearing registration number _____ the Promoter was permitted to redevelop the said Old Building and exploit and consume the maximum possible FSI of the entire available FSI, including TDR and construct a new multi-storey building. The Promoter, after providing flats to the existing members of the Society in accordance with the Development Agreement, is entitled to retain balance area for sale as residential flats in open market and receive the consideration amount.
- j) As per the understanding arrived at between the Promoter and the members of the Society, the Parties have decided to develop the said Old Building under the provision of regulation 33(5) of DCR 1991;
- k) Promoter has submitted building plans for the construction of a new Building proposed to be known as '**Choice Ambe Darshan**' consisting of Pit (Basement) Parking plus stilt plus 16 upper floors, which has been duly sanctioned by MHADA. MHADA has granted approvals as and by way of Intimation of Approval (hereinafter referred to as '**the said Building**');
- l) The redevelopment project of the said Building has been registered with the Real Estate Regulatory Authority ('**Authority**'), under the provisions of Section 5 of the Real Estate (Regulation & Development) Act, 2016 ('**RERA**') read with the provisions of the Maharashtra Real Estate

(Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (**RERA Rules**). The Authority has duly issued the Certificate of Registration No. _____ dated _____ for the said Building and a copy of the RERA Certificate is annexed and marked as **Annexure “1”** hereto;

- m) The Purchaser/s is desirous of acquiring Flat No. _____, on _____ floor in the said Building admeasuring _____ sq. mtrs. carpet area, (as defined by RERA) alongwith the right to exclusively use free of charge ancillary area of _____ sq. mtrs., as shown on the typical floor plan hereto annexed as **Annexure “2”**, bounded by red colour line (hereinafter collectively referred to as the said ‘**said Premises**’) and more particularly described in **Schedule “II”** and has requested the Promoter, to allot to him/her/them the said Premises. Acceding to the request of the Purchaser, Promoter agreed to allot to the Purchaser/s, the said Premises for the consideration and on the terms and conditions hereinafter appearing;
- n) In addition to the said Premises, the Purchaser has also requested for allotment of ____ nos. of mechanical stack / pit car parking space and the Promoter has agreed to allot _____ nos. of mechanical stack / pit car parking space.

- o) Before execution of this Agreement, the Purchaser/s has/have demanded, and the Promoter has given inspection to the Purchaser/s of all documents of title relating to the said old Building and also plans, layout, designs and specifications prepared by the Promoter's Architects and approvals by the MHADA concerning the said Building, the certificate of title, revenue records and all other documents/plans etc. as specified under RERA, including the rules and regulations made thereunder or any other applicable law;
- p) Before execution of this Agreement, the Purchaser/s has gone through the contents and clauses mentioned in the registered Development Agreement executed between the Society, its members and the Promoter.
- q) Before the execution of this Agreement, the Purchaser/s has/have examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/their Advocates and Planning and Architectural consultants. The Purchaser/s has/have also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects;
- r) The Purchaser/s, after being fully satisfied about the facts stated hereinbefore and the right and authority of the Promoter to develop the said Building by virtue of the Development Agreement and permissions

granted by the statutory authorities, has/have agreed to purchase the said Premises from the Promoter and the Promoter has agreed to sell the same to the Purchaser on the terms and conditions hereinafter set out;

- s) Under provisions of RERA, an Agreement for Sale in respect of the Premises agreed to be sold to the Purchaser, being these presents, is required to be executed and registered. The Purchaser/s shall lodge this Agreement for registration before the concerned Sub-Registrar for Registration. Upon intimation of the same to the Promoter, the Promoter shall attend the office of Sub-registrar and admit execution thereof to get it registered under the provisions of the Indian Registration Act, 1908.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, UNDERSTOOD, DECLARED, CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1) It is agreed between the parties hereto that all the recitals of this Agreement shall form part and parcel of the operative part of this Agreement and shall be read accordingly.
- 2) In this Agreement unless there is anything inconsistent with or repugnant to the subject or context:
 - (a) singular shall include plural and vice versa and

(b) masculine shall include feminine and vice versa.

- 3) In accordance with the terms and conditions of the Development Agreement, the Promoter proposes to construct a Residential Building to be known as **“Choice Ambe Darshan”** (referred to as ‘**the said Building**’) as per the plans, specifications and designs sanctioned/approved by MHADA (which are seen and verified by the Purchaser/s) together with such variations and modifications as the Promoter may consider necessary or as may be required by the concerned authorities/government from time to time. If such variations and modifications relates to addition and alteration in the layout plan of the said Building or its specification or common area (except as set out herein) Promoter is entitled to carry out such development as they may desire without consulting and/or obtaining any permission from the Purchaser/s. By executing the present Agreement, the Purchaser gives its irrevocable consent in writing to the Promoter to carry out such changes.
- 4) The Purchaser hereby confirms that, prior to the execution of this Agreement, the Promoter has made complete disclosure of the following:-
- a) The terms, conditions, covenants and/or stipulations etc. contained in all the documents referred hereinabove, including the

Development Agreement dated 23.03.2021 and/or to be performed/fulfilled/complied with and observed by the Purchaser;

- b) Plans, permissions, approvals etc. duly approved and/or sanctioned by Government/Statutory Authorities in respect of the said Building;
- c) Expenses which are to be paid, *inter-alia*, towards maintenance charges, legal charges, expenses (e.g. premiums, deposits etc.) to be paid/already paid to the concerned authorities etc. It is also clarified that the list of expenditures above is only indicative and not exhaustive. The Purchaser agrees to pay the Promoter such other charges as the Promoter informs from time to time.
- d) Nature of the right, title and interest of the Promoter in respect of the free sale units as per the Title Certificate (annexed at **Annexure '3'**) along with all the relevant documents as referred in the recitals hereinabove.
- e) Promoter alone will be entitled to use and exploit the entire FSI / Additional TDR / Fungible FSI or any other development potential and benefits that is at present permitted on the said Land or may be permitted till the handover of the project.
- f) At present, the name of the said Building is proposed to be “**Choice Ambe Darshan**”, however, the Promoter may change/alter/modify

the name as they deem fit and proper without requiring any consent from the Purchaser.

g) The Purchaser has independently satisfied himself with the Promoter's title regarding said Premises before the execution of this Agreement.

5) The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser Apartment No. _____ admeasuring _____sq. ft. carpet area as per MAHARERA norms including columns projections on ___th floor in of the Building and more particularly described in the Second Schedule hereunder written (hereinafter referred to as the “Apartment”) as shown in the Floor plan thereof (marked as “Annexure 2”) for the consideration of Rs. _____/- (Rupees Only) with right to use the common areas and facilities appurtenant thereto, the nature, extent and description of the common areas and facilities are more particularly described in Annexure “4” hereunder written.

6) The aggregate consideration amount excluding Govt. Taxes for the apartment including the right to use the common areas and facilities appurtenant to the premises which are more particularly described in Annexure “4” hereunder written as mutually agreed is Rs. _____/- (Rupees _____ Only) (hereinafter referred

to as ‘**Purchase Price/Consideration**’). The Purchaser has already paid an amount of Rs. _____/- (Rupees _____ Only) and the balance Consideration payable is Rs. _____/- (Rupees _____ Only). The Purchaser shall pay the Consideration to the Promoter as per **Schedule “III”** of this Agreement.

7) In addition to the above premises, the Allottee/Purchaser has requested for reservation of ____ Covered car parking / mechanical pit/ stack parking (the “car parking”) to be used to park its motor vehicle. Accordingly, Promoters hereby reserves ____ car parking (bearing No.- ____ on _____) for exclusive use of Allottee/s/Purchaser/s. The car parking is subject to final building plan approved by the MHADA at the time of grant of occupancy certificate and exact parking shall be allotted at the time of possession on the basis of final plan.

8) The Allottee/Purchaser further agrees that:-

- a. The Allottee shall not be allowed to allot / transfer / let-out said car parking to any outsider/visitor/other Allottee/Purchaser i.e. other than the said unit of the Allottee/s/Purchaser/s.
- b. The said car parking space shall be used only for the purpose of parking motor vehicle and not for any other purpose.

- c. Allottee/Purchaser undertakes, assures and guarantees not to claim any car parking space in said project in future, nor raise any objection to use of car parking by other Allottee/Purchaser.
 - d. Allottee/Purchaser undertakes, assures and guarantees not to claim any car parking space in said project in future, nor raise any objection to use of car parking by other Allottee.
- 9) The Purchaser hereby acknowledges and agrees that the aforesaid carpet area of the said Premises is always subject to a minor variation of up to +/-3%. The Purchaser shall have no objection to such accepted variation. If the variation exceeds 3% of the aforesaid carpet area, then the consideration payable by the Purchaser shall stand increased/decreased proportionately.
- 10) The Purchase Price / Consideration is escalation-free, save and except future escalations i.e. escalations after execution of this Agreement, due to increase of development charges payable to the competent authority and/or increase in any taxes, charges or levies etc. imposed by the competent authority, Local Bodies/Government from time to time. The Promoter shall enclose the said notification/order/rule/regulation published/ issued to that effect while raising demand for increased charges.

11) The Purchaser shall make the payments above in favour of the Promoter either by way of cheque/banker's cheque/RTGS/NEFT as under:

If by way of cheque or banker's cheque in favour of:
' _____ '.

If by way of RTGS/NEFT:

	FLAT COST PAYMENT
Cheque Favours	
Type of Account	
Account No.	
RTGS/NEFT favours	
Name of the Bank	
Branch	
IFSC Code	
MICR CODE	

The Purchaser shall on making a payment via RTGS/NEFT share with the Promoter the UTR Code/Reference No. to identify the payment. The payment receipt will be issued by the Promoter subject to the verification of the payment.

If there is any change in the details above, the Promoter shall intimate the Purchaser.

- 12) The Purchaser is bound to pay the amounts due within 7 (seven) days of Promoter dispatching such intimation under Speed Post/Registered Post AD/Hand Delivery at the Purchaser's address or by email as given in these presents. Timely payment of the Purchase Price/Consideration amount shall be the essence of this Agreement.
- 13) The Purchaser hereby confirms that the said Purchase price/consideration mentioned hereinabove is net amount. Additionally, the Purchaser shall also pay to the Promoter GST or any other charges, taxes or levies etc., by whatever name it may be called and whether payable by Promoter and/or Purchaser to the concerned authorities for sale of said Premises to the Purchaser herein. The Purchaser shall also pay all kinds of statutory payments and liabilities (whether payable as per present Law(s) and/or as per future Law(s) for sale of the said Premises to the Purchaser herein). The same shall be paid and/or settled by the Purchaser immediately without making the Promoter herein liable/responsible for the same in any manner whatsoever. In case of any delayed payment towards any and/or all charges, taxes, duties, levies, cesses etc. whether direct or indirect

(including but not limited to GST etc.) by the Purchaser, the Purchaser shall be liable to pay any/all penalty, interest etc. that may be imposed by the Authority along with interest @ __% p.a. on the delayed payment to the Promoter until actual realisation.

- 14) The Purchaser is aware that TDS has to be deducted @ 1% of the consideration or such other rate as may be prescribed by Income Tax Authorities from time to time while making any payment to the Promoter's account under this Agreement. The amount so deducted by the Purchaser is required to be paid to the Income Tax Authorities within the time notified by the Government from time to time in accordance with the rules prescribed for filing such TDS. The Purchaser further agrees and undertakes that if the Purchaser fails and/or neglects to deduct the tax at source or fails to pay the same after deduction to the Income Tax Authorities, the Purchaser alone shall be deemed to be an Assessee in default in respect of such tax and the Promoter shall not be liable for any statutory obligations/liability for non-payment of such TDS.

- 15) The Purchaser however agrees that at the time of handing over the possession of the said Premises, if any certificate, as contemplated in clause hereinabove is not produced, the Purchaser shall pay equivalent

amount as interest free deposit with the Promoter, which shall be refunded by the Promoter on the Purchaser producing such certificate within 90 days of grant of possession. Provided further that if the Purchaser fails to produce such a certificate within the stipulated period, the Promoter shall be entitled to appropriate the said deposit against the receivable from the Purchaser.

- 16) The Purchaser agrees to pay to the Promoter interest on all the amounts, which become due and payable by the Purchaser to the Promoter under these presents, including towards maintenance charges from the date the said amount becomes due, until actual payment. The interest shall be payable at a rate of 2% above the prevalent Highest Marginal cost of lending rate of the State Bank of India prevailing on the date when such payment becomes due. It is clarified and the Purchaser accords his irrevocable consent to the Promoter to appropriate any payment made by him, notwithstanding any communication to the contrary, in the following manner:
 - a) Firstly towards any cheque bounce charges in case of dishonour of cheque;
 - b) Secondly, towards interest, if any, payable by the Purchaser/s for delayed payments;

- c) Thirdly, towards costs and expenses for enforcement of this Agreement and recovery of the Purchase price/Consideration, dues and taxes payable in respect of the said Premises and any other administrative or legal expenses incurred by the Promoter on account of delay in payment by the Purchaser and consequential actions required to be taken by the Promoter; and,
 - d) Fourthly, towards outstanding dues including Purchase Price/Consideration in respect of the said Premises or under the Agreement.
- 17) In the event of the Purchaser making any default in the payment of any amount that may become due and payable by the Purchaser to the Promoter under this Agreement, (including his proportionate share of taxes and/or other outgoings) on their respective due dates (time being always of essence) and/or in observing and performing any of the terms and conditions of this Agreement, the Promoter will be at liberty to terminate this Agreement.

PROVIDED that the power of termination hereinbefore contained shall not be exercised by the Promoter unless the Promoter has given to the Purchaser 14 days prior notice in writing of its intention to terminate this Agreement and/or of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement

and default shall have been made by the Purchaser in remedying such breach or breaches within the aforesaid notice period of 14 days.

PROVIDED FURTHER that once the cure period is over and the Purchaser fails to cure the defect, the Promoter will be entitled to issue the termination notice and this Agreement shall stand terminated forthwith.

PROVIDED FURTHER that upon termination of this Agreement, the Promoter shall subject to (i) adjustment and/or recovery of any amount that may have become due and payable by the Purchaser to the Promoter as well as the Earnest Money paid by the Purchaser (ii) and/or any amount paid to third parties by the Promoter on behalf of the Purchaser including but not limited to brokerage charges and / or (iii) expenses incurred by the Promoter towards execution of the document, including GST, stamp duty, registration charges and other government charges refund the balance amount, if any, without interest to the Purchaser. The Promoter shall not be liable to pay to the Purchaser any interest on the amount so refunded or any other amount or compensation on any ground whatsoever. The Purchaser agrees that the aforesaid deduction is a fair estimate of the loss suffered by the Promoter and shall be construed as agreed amount of liquidated damages. It is clarified that the balance amount will be refunded by the Promoter to the Purchaser only upon resale of flat.

- 18) It is agreed between the Parties, that the Promoter shall make such refund by way of cheque/RTGS/DD, and issuance of the cheque, whether encashed by the Purchaser or not, will be considered as the refund made in terms of the Agreement. The Promoter shall not be liable to reimburse to the Purchaser any Government Charges such as stamp duty, registration charges, GST etc. Upon the termination of this Agreement, the Promoter shall be at liberty to sell the said Premises to any other person of their choice and on such price and terms and conditions as the Promoter may deem fit and the Purchaser shall not object to the same in any manner whatsoever.
- 19) Subject to Force Majeure Event as defined herein under and the Purchaser not being in breach of any of the terms hereof and the Purchaser having paid to the Promoter the said Purchase Price / Consideration, the Promoter will endeavour to handover possession of the said Premises to the Purchaser on or before _____ excluding a grace period of 12 months. For the purpose of this clause, the said Purchase Price / Consideration shall include the interest / penalty payable by the Purchaser to the Promoter in accordance with the terms of this Agreement, GST as well as any/all other amounts payable by the Purchaser as provided in this Agreement.

20) For the purpose of these presents, '**Force Majeure Event**' shall mean any event or circumstance or combination of events or circumstances set out below that affects the Promoter in the performance of his obligations in accordance with the terms of this Agreement:

- a) By reason of earthquake, flood, fire or any act of God; or
- b) outbreak of epidemic/pandemic prohibiting carrying out of development activities or causing shortage of supply of labour or raw material; or
- c) Any change in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the Building; or
- d) Any notice, order, rules, notification of the Government, MHADA or other public or competent authority; or
- e) Any restraint and/or injunction and/or prohibition order of any court and/or any other judicial or quasi-judicial authority and/or any statutory or competent authority; or
- f) Any change in law, or any prohibitory order of any court against development of Property or authority which affects the performance of the Promoter under this Agreement; or
- g) Delay in sanction of building plans or further permissions or grant of any NOC /permission /licence /connection by the concerned

authorities (not on account of any default on part of the Promoter);

or

- h) War, Act of terrorism, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, etc.; or
 - i) Shortage or non-availability of material required for carrying out the construction work
- 21) The Parties agree that on account of Force Majeure Event, the date of handing over possession of the said Premises will automatically stand extended to that extent and period for which the Force Majeure Event lasts.
- 22) The Promoter has informed the Purchaser and the Purchaser has been made fully aware that:-
- a) The Promoter has informed the Purchaser and the Purchaser is fully aware that Competent Authority has sanctioned plans and granted approvals for the said Building with deficient open space i.e. front, side, rear as well as marginal open spaces. The Purchaser agrees and undertakes to not make any claim of any nature whatsoever against the Promoter and/or Competent Authority for

compensation in future on account of sanction of building plans with deficient open space

- b) The Purchaser is aware about the title of as set out in Title Certificate. The Purchaser further confirms and warrants that the Purchaser has independently investigated and conducted his due diligence and has satisfied himself in respect of the title of the said Premises as well as encumbrances, if any, including any right, title, interest or claim of any other party to or in respect of the said Building and waives his right to raise any queries or objections in that regard.
- c) The Purchaser hereby confirms that he has been provided with a copy of the Development Agreement and he has gone through and satisfied himself about the clauses of the Development Agreement as well as the right of Promoter to develop the Project.
- d) The Purchaser confirms that the Purchaser was provided with a draft of this Agreement and had sufficient opportunity to read and understand the terms and conditions hereof. The Purchaser further confirms that the queries raised by him with regard to the said Premises and the terms hereof have been responded to by the Promoter. The Purchaser confirms that the Purchaser has been suitably advised and after fully understanding and accepting the

terms hereof, the Purchaser has decided and agreed to enter into this Agreement.

- e) The Promoter or its nominees or transferees shall be entitled to put up and display the logo “**Project by Choice Group**” or any logo, board, hoarding or other display material on the external walls of the said Building or on the terrace thereof, or any part thereof and said logo, board, hoarding or other display material may be illuminated or comprising of neon-sign and for that purpose the Promoter is fully authorized to allow temporary or permanent construction or erection or installation either on the terrace or terraces or on the exterior of the said Building, as the case may be and the Purchaser/s agrees not to object or dispute the same. The Purchaser shall not be entitled to remove such logo at any point of time.
- f) All the power, authorities and rights of the Society and/or buyers of the apartment/unit in the buildings, shall always be subject to the Promoter's over all right to sell/dispose of unsold apartments and allotment of exclusive right to use un allotted parking space, terrace (except terrace on the topmost floor), space for garden purpose, space for advertisement etc. and all other rights thereto. The Promoter shall be liable for a maximum of 50% of the maintenance

charges and proportionate share in common expenses for unsold flats till the duration such flats are unsold.

- g) As per the request of the Purchaser, the Promoter has agreed to sell the said Premises along with the internal works more particularly described in Schedule “IV”.

OR

As per the request of the Purchaser, the Promoter has agreed to sell the said Premises on Bare Shell basis and will only provide electrical, water and sewage lines up to the said Premises and the Purchaser is liable to carry out and complete all the internal work including internal plumbing, tiling, electrical, POP etc.;

- h) Purchaser acknowledges that the Promoter is entitled to procure loan from any bank or financial institution for the purpose of construction of the present Project and can offer the said Premises as security against such loan. The Purchaser has no objection to the said Premises being offered as security subject to the undertaking that the Promoter shall, before handing over possession of the said Premises to the Purchaser in accordance with the terms of the present Agreement, get the said Premises released from any charge created in favour of such bank or financial institution.

The aforesaid conditions / clauses are the essence of this Agreement and relying upon the assurances and confirmation of all the above by the Purchaser, the Promoter herein has agreed to sell the said Premises to the Purchaser herein.

23) The Purchaser shall, within 15 days of receiving intimation from the Promoter take possession of the said Premises after payment of the said Purchase Price / Consideration, as well as all other amounts payable under this Agreement. The Purchaser further agrees that regardless of whether he takes possession or not, the Purchaser shall be solely liable for any loss or damage that arises from the destruction, deterioration or decrease in value of the said Premises, and shall not hold the Promoter liable for the same.

24) The Purchaser shall be liable to bear and pay his share of outgoings proportionate to the area of the said Premises before entering into possession of the said Premises. Such outgoings include but are not limited to local taxes, betterment charges, development charges, any other taxes, charges or levies by the concerned local authority and/or government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and

maintenance of the said Building. The Purchaser shall also be liable to bear and pay the proportionate share (related to the area of the said Premises) of maintenance and other outgoings in respect of all other common areas, amenities and facilities of the said Building. The Purchaser further agrees that till the Purchaser's share is so determined, the Purchaser shall pay to the Society provisional monthly contribution as decided by the Society. However, the final liability will be determined on actuals. These provisional charges do not include the proportionate share of statutory levies payable to various authorities. The Purchaser shall pay an amount equivalent to 12 months provisional contribution as security deposit on or before taking possession of the said Premises. The Purchaser shall pay such provisional contribution monthly in advance on the 07th day of each and every month and shall not withhold the same for any reason whatsoever. The Society shall be entitled to utilise such amount for the aforesaid purposes in the manner they deem fit and proper. The Purchaser shall be liable to pay electricity bill of individual meters separately. The Purchaser will be liable to pay such amount irrespective of whether Purchaser has taken possession of his/her flat or not

25)The Purchaser shall, prior to taking possession of the said Premises examine and satisfy himself with the area of the said Premises, the quality of the said amenities/fixtures of the flat as well as common amenities. Thereafter, the Purchaser shall have no claim against the Promoter with respect to the said Premises or any other amenities/fixtures of the said Building including any claim related to quality of amenities/fixtures or amenities/fixtures alleged not to have been carried out.

26)The Purchaser shall use the said Premises agreed to be sold to the Purchaser only for residential use and will not use the same for any other purpose, without obtaining the prior written consent of the Society, Promoter and concerned authority.

27)The Purchaser agrees that the Promoter shall be entitled to earmark parking spaces at its discretion and the Purchaser hereby accepts the decisions taken by the Promoter in relation to such earmarking of car parking spaces. Purchaser has no objection to the same and that the Purchaser shall not park his car/s at any other place in the said Building/said Property other than specifically designated for the parking of the vehicles of the Purchaser if any. The Purchaser agrees

and undertakes that the Purchaser shall bear the costs and expenses of the maintenance of such Parking and shall not refuse to bear such costs and / or expenses.

28)As the available parking spaces in the new building may not be sufficient for allotment to all the Purchasers, to avoid the disputes between apartment holders about parking spaces, the Promoter herein shall be entitled to allot the available parking spaces and such allotment by the promoter shall be binding on all the Purchasers of apartments in the said new building. If no car parking space is allotted to the Purchaser, the Purchaser shall not be entitled to park its car inside the Building premises.

29)The Parties agree as follows:

- a. If within a period of five (5) years from the date of issuance of occupation certificate or handing over possession of the said Premises to the Purchaser, whichever is earlier, the Purchaser brings to the notice of the Promoter any structural defect i.e. defect related to only the load bearing structure of the said Building in the said Premises or in the said Building, on account of workmanship, quality, then wherever possible such defects shall be rectified by the Promoter at their own cost. If the Purchaser carries out any

alteration or addition or change in the said Premises without obtaining prior written permission of the Promoter, Society and of the concerned authorities, then, in that case the warranty of the Promoter shall come to an end and the Purchaser alone shall be responsible to rectify such defect or change at his own cost.

- b. The minor temperature/ shrinkage, creep crack, which are inherent to concrete curing process, will not be considered as structural defect. The defect liability is not applicable for any fitting, fixture and external amenities which are manufactured by the third Party.
- c. The Promoter will not be liable and responsible if structural defect is caused due to any of the reasons as stated hereunder: -
 - i. Damage caused to column beams, walls, slab, RCC or Water Proofing by any act of the Purchaser.
 - ii. Damage caused due to fixing of grill, AC, furniture, electrical, or other similar fixtures and fitting or by drilling, hammering, chiseling, core cut, Chipping on any of the elements like column, wall, beam, slab etc.
 - iii. Dampness not arising due to failure of structural load bearing element of the building.
 - iv. Any other act or omission of the Purchaser or anyone occupying the said Premises.
 - v. Any result of act of civil or military authorities or acts of war, riot, insurrection, or civil commotion or flood or earthquake
 - vi. Normal wear and tear of the building not maintained properly
 - vii. Normal shrinkage, creep of materials caused by drying after

construction

- viii. Damage caused by dampness or condensation due to failure by the Purchaser to maintain adequate ventilation.
 - ix. Damage resulting from improper maintenance
 - x. Alterations, deletions or additions made by the Purchaser to the said Premises.
 - xi. Subsidence of the land around the building, for any reason not attributable to the Promoter.
 - xii. Damage resulting from an act of God
 - xiii. Damage caused by insects, rodents, termites etc.
 - xiv. Or damage to the structure due any work done by any other Purchaser in the said Building, which has created structural defect to the said Premises
 - xv. Or any other reason of similar nature and which is not caused due to any act or omission of the Promoter.
- d. The Promoter cannot assure natural material like marble, stones, woods etc. to have uniform texture, colour etc, as those materials are not manufactured and come with inherent non uniform texture colour etc. The Purchaser will not hold Promoter responsible and liable and insist upon all marble, granite, stone, woods etc. to be identical. Further such mis-match will also not be construed as defective material. Any damage occurring to such material will not be construed as structural defect.

30)The Purchaser shall ensure while, carrying out any work in the said Premises that the water proofing treatment given by the Promoter in

the toilet, kitchen or any other area is not damaged. If while carrying out the work in the said Premises, the water proof base coat is damaged or any defect occurs and as a result thereof water is leaked into the flat/premises adjoining or below the Purchaser's said Premises and/or in any other flat/premises, then the Purchaser alone shall be responsible to rectify such defects at his own cost immediately after receiving communication from the Promoter and/or from the Purchaser of the flat/premises in whose flat/premises there is leakage. If the Purchaser fails to carry out the said work within a period of seven days from the date of receiving communication about the leakage, the Promoter, Society and/or purchaser of the flat/premises in whose flat there is a leakage shall be entitled to enter the said Premises of the Purchaser for inspection and rectification of the defect entirely at the costs of the Purchaser. In case such leakage leads to any loss caused to the Society or any other flat purchaser, the Purchaser shall be solely responsible for such loss and shall indemnify the Promoter against any claims made against the Promoter owing to such leakage.

31)The Purchaser shall have no claim on the said Building/Land or any part thereof, save and except in respect of the said Premises agreed to be sold to the Purchaser in the said Building until the Purchaser becomes a member of the said Society. The Purchaser shall share the

Common areas and facilities provided by the Promoter and facilities appurtenant to the said Premises along with the other occupants of the said Building.

32)The Purchaser confirms having received from the Promoter full, free and complete inspection of documents of title, Development Agreement, plans, and all other particulars in respect of the said Building/said Land. The Purchaser confirms that notwithstanding anything mentioned in any advertisement, publicity, brochure or any other material that might have been previously issued by the Promoter and/or his brokers/marketing agents the Purchaser hereby agrees and undertakes not to make any claim on the basis of any such previous advertisement, publicity, brochure or any other material and the Promoter has agreed to sell the said Premises to the Purchaser on the basis of such assurance only.

33)As may be required by any other authorised electricity providers, a substation room may be provided to such electricity provider in any part of the said Building for supplying electricity to the said Building / said Property and/or any adjoining property and the Purchaser hereby grant his irrevocable consent to the Promoter for the same. The Purchaser shall not raise any objection and/or obstruction towards the

putting up of the electric substation and/or its structures and allied constructions, room/s, pipes and boxes, electrical meters, cables, connections and other matters in this connection and shall extend all co-operation and assistance as may, from time to time, be necessary in this respect as per the rules and requirements of the electricity provider.

34)The Purchaser shall observe and perform all bye-laws, rules and regulations of the Society, regarding the occupation and use of the said Premises and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

35)The Purchaser shall pay/deposit with the Society 12 months advance maintenance charges, property taxes, GST, development charges, documentation charges and other outgoings and Taxes at the time of handing over possession of the said Premises

36)Notwithstanding anything contained in this Agreement, the Purchaser hereby agrees to regularly and punctually contribute and pay his proportionate share towards any additional and further costs, charges,

expenses, Municipal taxes, all other outgoings etc. in respect of the said Premises and the amenities provided therewith. The Purchaser shall not be entitled to ask for adjustment of the deposit amounts mentioned herein against the expenses, taxes, other outgoings etc. levied by MHADA, Municipal Corporation of Greater Mumbai and other local authorities.

37)The Purchaser doth hereby represent to the Promoter as follows:

- a) that he has entered into these presents after understanding and accepting the terms mentioned herein after taking advice of professionals and well-wishers, if required, and shall not subsequently raise any grievance with respect to any clauses contained herein.
- b) Promoter has informed to the Purchaser and the Purchaser hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, which have been imposed by MHADA, Society and/or other concerned local authority/ies relating to the said Building as per the obligations set out in the Offer Letter, IOA, CC, OC, Development Agreement etc.,
- c) not to make any structural changes or alteration/modification in the said Premises, failing which the obligation of the Promoter to

repair/rectify any defect of any nature whatsoever, shall cease forthwith.

- d) not to use the said Premises for any purpose other than residential purpose nor use the same for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other premises in the said Building or for any illegal or immoral purpose. The Purchaser agrees not to change the user of the said Premises without the prior knowledge and consent in writing of the Society, Promoter and/or the concerned statutory authorities. It is also expressly agreed that, any unauthorised change of user by the Purchaser shall render this Agreement voidable at the instance of the Promoter and the Purchaser in such an event shall not be entitled to any right arising out of this Agreement.
- e) not to change the exterior, outside elevation, inside passages and staircases, or the colour scheme of the said Building. The Purchaser further agrees not to put up grills outside the window of the Premises agreed to be purchased by him. For installing safety grills inside the window, the Purchaser can put the design approved by the Promoter and subject to approval of concerned authorities.
- f) not to install air conditioner compressor or satellite dish on the external façade of the said Building, save and except in the service floor/ducts or such other specifically designated area as provided by

the Promoter for installation of air conditioner compressors and satellite dish.

- g) not to affix/install any sign, name or display boards, or any hoardings or neon lights in, out or about the said Premises, the said Building and/or in any part of the said Building/ said Property, without the prior written permission of the Promoter.
- h) not to hang clothes, garments or any other item or things from the balcony, windows or terrace or any other place appurtenant to the said Land / said Building / said Premises.
- i) not to keep flower-vase outside the said Premises or on the parapet or chajja or in the common area of the said Building / said Property.
- j) not to construct/erect any brick or masonry wall / partition / loft / mezzanine in the said Premises or chajja or to make any other structural additions or alterations of a temporary or permanent nature therein.
- k) not to use the service area provided for servicing the electrical, plumbing and other utility services of kitchen and toilets for any other purpose save and except such servicing only.
- l) not demand partition of its right, title and/or interest in the said Building. It is being expressly agreed, understood and confirmed by the Purchaser that the Purchaser's right, title and/or interest therein is impartible and that it shall not demand any sub-division of the said

Building / said Land or any part thereof. The Purchaser is aware that certain parts of the Building shall be allocated for exclusive use of certain users/residents. The price of the said Premises has been determined taking this into consideration and the Purchaser waives his right to raise any dispute in this regard;

- m) to maintain the said Premises, at the Purchaser's own cost in good and tenable condition from, the date when possession is offered by the Promoter, and shall not do or suffer to be done anything in the said Building in which the said Premises are situated, staircase or any passage in the said Building which may be against the rules, regulations or bye-laws of concerned local or any other statutory authority or change, alter or make additions to the said Premises or any part thereof. In case of negligence of the Purchaser, the Promoter shall stand discharged of its liability and the Purchaser shall be responsible of all consequences thereof.
- n) not to install/construct/erect storage tank/s or other water storage tank/s in the said Premises;
- o) not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to endanger the construction or structure of the said Building in which the said Premises is situated or storing of goods which is objected to by the concerned local or other statutory authority and shall not carry or

cause to be carried heavy packages, which may damage or are likely to damage the staircase, common passage or any other structure of the said Building including the entrance to the Building. The Purchaser on account of negligence or default of his part in this behalf shall be liable for the consequences of such breach.

p) to carry at his own cost all internal repairs to the said Premises, under written intimation / permission and regularly maintain all electrical and plumbing connections/fitting in the said Premises in the same condition in which it was delivered by the Promoter and, the Purchaser shall not do or suffer to be done anything in or to the said Building in which the said Premises is situated or the said Premises which may be against the rules and regulations and bye-laws of the concerned authority/ies. In the event of the Purchaser committing any act of contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned authority.

q) not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make and/or cause to be made any addition or any alteration in the elevation and outside colour scheme of the said Building in which the said Premises is situated and shall keep the portion, sewers, drains, pipes in the said Premises and appurtenances hereto in good, tenantable and repairable condition

and in particular, so as to support, shelter and protect the other parts of the said Building in which the said Premises is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. or other structural members in the said Premises without prior written permission of the Promoter, Society and/or the concerned authority (as the case maybe).

- r) not to throw dirt, rubbish, rags, garbage or any other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Building/said Land, adjoining property etc.
- s) not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Building and/or the said Land in which the Premises is situated or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.
- t) pay to the Promoter within 15 days of demand by the Promoter, his share of amount demanded by Promoter and/or by the concerned local authority or Government for giving water, electricity or any other service connection to the said Building in which the said Premises is situated.
- u) to bear and pay any/all increase in local taxes, water charges, insurance and/or 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 Premises by the Purchaser approved in accordance with the terms of this Agreement.

- v) the Purchaser shall observe and abide by all the rules and regulations framed by the Society at its inception and the additions, alterations and amendments thereof that may be made, from time to time, for the protection and maintenance of the said Building and the said Premises and/or the observance and performance of the Building Rules, Regulations, and Bye-Laws, for the time being in force.
- w) the Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Premises and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings etc. in accordance with the terms of this Agreement.
- x) the Purchaser and the persons to whom the said Premises may be permitted to be transferred, shall from time to time sign all applications, papers and documents and do all acts, deeds, matters and things as the Promoter and/or the Society may require for safeguarding the interest of the Promoter and/or the other Purchaser in the said Building and shall also observe and perform all the provisions of the Bye-Laws and/or the rules of the Society and the

additions, alterations or amendments thereof for the observance and carrying out the Building Rules and Regulations and the Bye-Laws of the time being of MHADA and other local and/or public bodies regarding occupation and use of the said Premises.

- y) the Purchaser agrees and undertakes to pay all the outgoings in respect of the said Premises, every month and undertakes to keep the Promoter, its successor's, assigns and/or administrators indemnified from the same and every part thereof forever.
- z) the Purchaser shall permit the Promoter and / or Society, their surveyors and/or agents with and/or without workmen and others, if required, at all reasonable times to enter upon the said Premises or any part thereof for the purpose of repairing any part of the Building and/or cables, water covers, fittings, wires, structures and other conveniences belonging to or serving or used for the said Building/said Property and also for the purpose of laying down, maintaining, repairing and testing drainage, gas and water pipes and electric wires and/or for any other purpose.
- aa) The Purchaser hereby agrees that in the event any amount is payable by way of premium to the MHADA and/or to the State Government and/or to the Local Authorities towards betterment charges or development charges or any other tax/charge/levy including but not limited to Infrastructure charges or payment of a similar nature

becoming payable by the Promoter in respect of the said Building/said Property, the Purchaser shall reimburse to the Promoter such amount in proportion to the area of the said Premises agreed to be purchased by the Purchaser. The decision of the Promoter determining such proportion shall be conclusive and binding upon the Purchaser.

- bb) The Purchaser agrees not to do or omit to do or cause to be done, by any party known to him, any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the said Building / said Land or the Promoter or its partners or their representatives in any manner whatsoever. In the event the Purchaser does or omit to do any such act, deed or thing, then the Promoter shall, without prejudice to any other rights or remedies available in law, shall have the option to terminate this Agreement in terms hereof.
- cc) The Purchaser shall indemnify and keep indemnified the Promoter and hold the Promoter harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability etc. (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Promoter directly or indirectly in connection with:

- i) the enforcement of or the preservation of any rights of the Promoter under this Agreement; and
- ii) any breach and/or default by the Purchaser in the performance of any and/or all of his obligations under this Agreement; and
- iii) damages to any Property(ies) howsoever arising related to the use and/or occupation of the said Premises and directly or indirectly as a result of the negligence, act and/or omission of the Purchaser or his agents, servants, tenants, guests, invitees and/or any person or entity under his/its control; and
- iv) Purchaser's non-compliance with any of the restrictions regarding the use and/or occupation of the said Premises.

38)The Purchaser has further assured the Promoter that this Agreement is subject to the following covenant made by the Purchaser:

- a) the Purchaser has not been adjudicated as insolvent / bankrupt and/or to be wound up or any such proceedings are not pending against the Purchaser to the best of his knowledge or belief;
- b) no receiver and/or assignee and/or liquidator is appointed in relation to any of the Purchaser's assets/properties;
- c) none of the Purchaser's assets are subject matter of any attachment and/or the Purchaser has not been served with any notice and/or no

proceedings in regard of the aforesaid are pending wherein the Purchaser is a defending party;

- d) the Purchaser has never been involved in any activity nor are any proceedings against him pending under the provisions of money laundering or foreign exchange violations/regulations etc.; and
- e) the Purchaser has not compounded payment with his creditors, and has not been convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence exceeding a period of six months.

39) Any delay or tolerance or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Promoter.

40) It is expressly agreed by and between the Purchaser and the Promoter that all and/or any notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent either by email or registered post or hand delivery to the Purchaser or have them delivered at:

NAME: _____

And to the Promoter if sent either by hand-delivery or by registered post or
have them delivered at:

NAME: M/S. CHOICE DEVELOPERS,

ADDRESS:

41)The Purchaser and Promoter agree 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 Purchaser or the Promoter, as the case may be.

42)The Purchaser hereby agrees that in case there are joint-purchasers, all
communications shall be sent by the Promoter to the Purchaser whose
name appears first and at the address given by him/her/them which
shall for all intents and purposes to consider as properly served on all
the Purchasers.

43) Nothing contained in these presents shall be construed to confer upon the Purchaser any right, title or interest of any nature whatsoever into or over the said Premises or any part or portion thereof, the same to take place only upon receipt of said Purchase Price/Consideration and all other amounts payable by the Purchaser hereunder and the Purchaser being admitted to the said Society.

44) The Promoter shall have a first lien and charge on the said Premises, in respect of all the amounts that may remain unpaid from the said Purchase Price/Consideration and/or any other amounts payable by the Purchaser under the terms and conditions of this Agreement.

45) The Purchaser agrees that all information, documents, etc. exchanged to date and which may be exchanged in the future including the contents of this Agreement and any documents executed in pursuance thereof (**'Confidential Information'**) is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party or used otherwise without the prior written consent of the Promoter.

46)The Purchaser shall not make any public announcement regarding this Agreement without obtaining prior written consent of the Promoter.

47)Nothing contained hereinabove shall apply to any disclosure of Confidential Information if:-

- a) such disclosure is required by law or requested by any statutory or regulatory or judicial/quasi-judicial authority or recognized self-regulating Organization or other recognized investment exchange having jurisdiction over the Parties; or
- b) such disclosure is required in connection with any litigation; or
- c) such information has entered the public domain other than by a breach of the Agreement.

48) The Parties agree that the Promoter, if it so desires, shall at any time, even after the execution of this Agreement, be at liberty to alter its constitution or convert itself into any other form of entity recognised under law, including but not limited to a private/public limited company, limited liability partnership etc and the Purchaser shall have no objection regarding such alteration/conversion.

49) In the event, the Purchaser sells the said Premises to any other party, the Purchaser shall ensure that the new Purchaser is aware of the terms and conditions of this Agreement. The Purchaser further agrees that the transfer shall be made only by way of a written and registered document containing a specific clause that such new purchaser will continue to abide by the obligations as contained under this Agreement.

50) If any provision of this Agreement shall be determined to be void or unenforceable under RERA 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 RERA 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.

51) This Agreement sets forth the entire agreement and understanding between the Purchaser and the Promoter and supersedes, cancels and/or merges:

- a) All agreements, letter of allotment, negotiations, commitments, writings etc. between the Purchaser and the Promoter prior to the date of execution of this Agreement;
- b) All the representation, warranties, commitments, etc. made by the Promoter in any documents, brochure, hoarding, etc. and/or through on any other medium;
- c) The Promoter shall not be bound by any such prior agreement, negotiations, commitments, writings, discussions, representations, warranties etc. and/or compliance thereof other than expressly agreed by the Promoter under this Agreement; and
- d) The Purchaser agrees and acknowledges that the sample/mock-up flat and all furniture, items, electronic goods, amenities, etc. provided therein are only the purpose of show casing that flat/premises and the Promoter is not liable/required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the said sample flat, other than as expressly agreed under this Agreement.

52) If any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representatives in respect of the construction of these presents or concerning anything herein contained or arising out of these premises or as to the rights, liabilities

and/or the duties of the Parties hereto, the same shall be settled amicably. In case of failure to settle the dispute amicably, same shall be referred for arbitration under the Arbitration and Conciliation Act, 1996, to a sole arbitrator mutually appointed by the Parties. The venue of Arbitration shall be Mumbai and the language shall be English.

53)The Courts in Mumbai shall have exclusive jurisdiction to try and entertain all disputes between the Parties hereto arising out of this Agreement or otherwise pertaining to the said Premises

54)The Stamp Duty and Registration Charges on this Agreement shall be borne and paid solely by the Promoter. The Purchaser shall immediately after the execution of this Agreement not later than 15 days from the date of execution of these presents, lodge the same for registration with the Sub-Registrar of Assurances in accordance with the provisions of law in force relating to registration of documents and inform the Promoter or his authorised person the number and the day on which the same is lodged, sufficiently in advance to enable the Promoter within reasonable time thereafter to attend the office of the Sub-Registrar of Assurance and admit execution thereof at the costs and risks of the Purchaser.

The PAN Numbers of the Parties hereto are as under:

	<u>Name of the Party</u>	<u>PAN No.</u>
<u>Promoter:</u>	1 M/S. CHOICE DEVELOPERS (Promoter)	
<u>Purchaser:</u>		

SCHEDULE - I HEREINABOVE REFERRED TO

(Description of the Land)

On or towards North by	:	
On or towards South by	:	
On or towards East by	:	
On or towards West by	:	

SCHEDULE - II HEREINABOVE REFERRED TO

(Description of the Premises/Flat)

The Flat No. _____ on _____ Floor admeasuring _____ sq. mtr. RERA Carpet Area and (____) _____ nos. of mechanised / stack car parking (*strike-out if car parking if not applicable*) in the said Building known as '**Choice Ambe Darshan**' being constructed on the said Building referred to above and shown on the Typical Floor Plan hereto annexed by red colour boundary line.

SCHEDULE - III HEREINABOVE REFERRED TO

(Purchase Price / Consideration Payment Schedule)

PARTICULARS	Schedule	Amount (Rs.) For Total Price	Amount (Rs.) For GST (5%)	Amount (Rs) Inclusive of GST
BASIC COST				
On Booking	10%			
On Execution of Agreement	20%			
On Completion of Plinth	15%			
On Completion of 1st Slab	2%			
On Completion of 2nd Slab	2%			
On Completion of 3rd Slab	1.5%			
On Completion of 4th Slab	1.5%			
On Completion of 5th Slab	1.5%			
On Completion of 6th Slab	1.5%			
On Completion of 7th Slab	1.5%			
On Completion of 8th Slab	1.5%			
On Completion of 9th Slab	1.5%			
On Completion of 10th Slab	1.5%			

On Completion of 11th Slab	1.5%			
On Completion of 12th Slab	1.5%			
On Completion of 13th Slab	1.5%			
On Completion of 14th Slab	1.5%			
On Completion of 15th Slab	1.5%			
On Completion of 16th Slab	1.5%			
On Completion of Walls, Internal wall Plaster, Flooring, Doors, Windows Work	5%			
On Completion Sanitary fittings, Staircases, Lifts Wells, Lobbies	5%			
On Commencement of Internal Plumbing and External Plaster, Elevation Work	5%			
On Commencement of Lifts, Water Pumps, Electrical Fittings	5%			
On Commencement Entrance Lobby, Plinth Protection, Paving	5%			
On Possession	5%			
TOTAL	100%			

SCHEDULE - IV HEREINABOVE REFERRED TO

(Internal works to be done by the Promoter)

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

SIGNED SEALED and DELIVERED)

by the within named **'PROMOTER'**)

M/S. CHOICE DEVELOPERS)

In the presence of)

1.)

2.)

SIGNED SEALED and DELIVERED)

by the within named **'PURCHASER'**)

1]

In the presence of)

1.)

2.)

ANNEXURE - 1 HEREINABOVE REFERRED TO

(RERA certificate)

ANNEXURE - 2 HEREINABOVE REFERRED TO

(Typical Floor Plan)

ANNEXURE - 3 HEREINABOVE REFERRED TO

(Title certificate)

ANNEXURE - 4 HEREINABOVE REFERRED TO

(Common area amenities / facilities)