

DRAFT AGREEMENT FOR SALE

(Agreement for Sale in respect of apartment / shop / office / godown no. \_\_\_\_\_ admeasuring \_\_\_\_\_ square metres of carpet area, along with \_\_\_\_\_ square metres Enclosed Balcony area, \_\_\_\_\_ square metres Balcony area, \_\_\_\_\_ square metres C.B. area, \_\_\_\_\_ square metres F.B. area, \_\_\_\_\_ square metres Service area, \_\_\_\_\_ square metres Terrace area (all areas mentioned are unfinished areas) on the \_\_\_\_\_ FLOOR in “ \_\_\_\_\_ ” WING on OWNERSHIP BASIS, in ‘**MATESHWARI ALTURA**’, being constructed on the N.A. property bearing Survey No. 144, Hissa No. 2 B admeasuring 0 hectare 36 Are 9 pratiequivalent to 3690 sq. metres and Survey No. 145 Hissa No. 2 D admeasuring 0 hectare 29 Are and 3 pratiequivalent to 2930 sq. metres thus totally admeasuring 6620 sq. metres within the limits of the Thane Municipal Corporation, District Thane.

This Agreement for Sale (“**Agreement**”) executed on this \_\_ day of \_\_\_\_\_, 20\_\_\_\_,

By and Between

M/s Mateshwari Realtor, a registered partnership firm registered under the Indian Partnership Act, 1932, having its office at Mateshwari Altura, Survey No. 144/2/B, 145/2/D, Near Khidkaleshwar Mandir, Kalyan Shil Road, Khidkali, Thane – 421 204 (PAN No. AARFM4683N), represented through its Partner \_\_\_\_\_, (AADHAAR No. \_\_\_\_\_), hereinafter, referred to as the “**DEVELOPER/PROMOTER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the First Part.

And

- (1) MR/MRS/MISS. \_\_\_\_\_, PAN NO. \_\_\_\_\_,  
AADHAAR NO. \_\_\_\_\_, AGED \_\_\_\_\_, OCCUPATION : \_\_\_\_\_  
RESIDING AT \_\_\_\_\_

(2) MR/MRS/MISS. \_\_\_\_\_, PAN NO. \_\_\_\_\_,  
AADHAAR NO. \_\_\_\_\_, AGED \_\_\_\_\_, OCCUPATION : \_\_\_\_\_  
RESIDING AT \_\_\_\_\_

Hereinafter called the “**PURCHASER/S/ALLOTTEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the Second Part.

WHEREAS:

- A. Shri Keshav Songya Mhatre and others own all those pieces and parcels of land lying, being and situate at Village Khidkali, Taluka and District Thane, bearing Survey No. 144, Hissa No. 2 B admeasuring 0 hectare 36 Are 9 pratiequivalent to 3690 sq. metres and Survey No. 145 Hissa No.2 D admeasuring 0 hectare 29 Are and 3 pratiequivalent to 2930 sq. metres thus totally admeasuring 6620 sq. metres within the limits of the Thane Municipal Corporation hereinafter called and referred to as the "said property/land" for the sake of brevity.

B. By and under Agreement of Development dated 26<sup>th</sup> May, 2008, the said owners granted the development rights in respect of the said property in favour of the M/s. Laxmi Associates & Co. a sole proprietary firm and in pursuance thereof also granted the Power of Attorney in favour of the said M/s. Laxmi Associates & Co. and the said agreement and power of attorney are registered at

the office of Sub-Registrar of Assurances at Thane under serial No. 6036/2008 and 1049/2008 on 04.07.2008 respectively.

- C. In pursuance to the said agreement, the said M/s. Laxmi Associates & Co. by and under an Agreement for Development cum Sale dated 02.06.2008 along with the Owners transferred and assigned the said property for development to M/s. Mateshwari Realtors viz. the Promoters herein at and for the price / consideration and on the terms and conditions therein contained and the said agreement is lodged for registration at the office of Sub-Registrar of Assurances at Thane-2 under No. 11135/2009 dated 25.11.2009.
- D. In pursuance to the said agreement, M/s Laxmi Associates & Co. executed power of attorney in favour of the Promoter herein and the same is registered at the office of Sub-Registrar of Assurances at Thane-2 under No. 599/2009.
- E. With a view to develop the said entire property M/s. Laxmi Associates & Co. has obtained the Development permission from the Thane Municipal Corporation under No. TMC/TDD/0150 /09 dated 04.12.2009.
- F. By and under the Agreement dated 03.05.2010 registered at the office of Sub-Registrar of Assurances at Thane-2 under serial No. 5739 dated 03.05.2010 made and executed between, M/s. Laxmi Associates & Co. through its sole proprietor Shri Santosh Tiwari as the Developer and M/s. Mateshwari Realtors viz. the Promoters as the Sub-Developer, the said M/s. Laxmi Associates & Co. agreed to release, relinquish and surrender its rights in 5% share in constructed residential and commercial area in the said property as well as the rights in future floor space and transferable development rights on the terms and conditions and consideration therein mentioned.
- G. Further by and under a supplementary agreement dated 24.09.2010 registered at the office of Sub-Registrar of Assurances at Thane-2 under Serial No. 11182-2010 dated 27.09.2010 the owners Shri Keshav Songya Mhatre and others have also agreed and confirmed the grant of development rights of the said property in favour of M/s. Mateshwari Realtors. Again the Promoters/Developers herein have accordingly entered into the Second Supplementary Agreement dated 08/04/2013, which was registered at the office of Sub-Registrar of Assurances at Thane-9 under serial No. 4260-2013 dated 31.05.2013 the owners Shri Keshav Songya Mhatre and others, whereby he has permitted the Promoters/Developers, *inter alia*, to sell/dispose of the flats of their share.
- H. The said property was also converted to non agricultural use vide permission granted by the District Collector, Thane under No. Mahasul/Kaksh-1/T-7/NAP/SR-138/2009 dated 12.05.2010 for an area measuring 4839.15 sq. meters after deducting the area under reservations of road, recreational ground and area not in possession measuring 1780.85 sq. meters.
- I. By and under the powers and authorities vested in the Promoter, the Promoter herein got the plans revised on various occasions and accordingly and obtained the building Commencement Certificate from the Thane Municipal Corporation under No. TMC/TDD/0285 /2010 dated 27.07.2010, building Commencement Certificate granted by the Thane Municipal Corporation under No. TMC/TDD/0707/12 dated 05.11.2012 and building commencement certificated DRC Utilization No. 226 (Road) granted by the Thane Municipal Corporation under No. TMC/TDD/1493/15 dated 07.09.2015.
- J. In pursuance to the sanctioned plans and permissions, the Promoter has commenced the construction work on the said property.
- K. The Promoter declares that the above referred agreements permissions and sanctions are still, subsisting and completely in force.

- L. As per the above recited agreements and permissions, the Promoter is entitled to develop the said property and carry out the construction of the proposed building at their own costs and expenses and to dispose of the residential 'apartment / shop / office / godown's constructed in the building on ownership basis and to enter into agreements with the purchaser and to receive the sale price in respect thereof and upon such disposal of the 'apartment / shop / office / godown's to convey the said land together with the building constructed thereon in favour of the cooperative housing society of all those several persons acquiring the respective 'apartment / shop / office / godown.
- M. The Purchaser has agreed to pay the sale price / consideration in respect of the 'apartment / shop / office / godown' in accordance with the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 and the rules framed there under and in accordance with the progress of the construction work of the said scheme.
- N. This agreement is made in accordance with the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 and the rules framed there under including the model form of Agreement prescribed therein.
- O. By executing this agreement the Purchaser has accorded his/her consent as required under Real Estate (Regulation & Redevelopment) Act, 2016 and the rules framed there under whereby the Promoters are entitled to sell, mortgage or create charge on any apartment / shop / office / godown's etc., which is not hereby agreed to be sold.
- P. By executing this agreement the Purchaser has accorded his / her consent as required under Real Estate (Regulation & Redevelopment) Act, 2016 and the Rules made there under whereby the Promoters are entitled to make such alterations in the structures in respect of the said 'apartment / shop / office / godown's and garages etc., agreed to be purchased by the Purchaser and/or such other alterations or additions in the structure of the building as may be necessary and expedient in the opinion of the Architect/Engineer.
- Q. The Purchaser has accepted the title of the owners to the said property as shown in the records of rights in respect thereof and the documents referred to hereinabove and the Promoter has brought to the knowledge of the purchaser herein and the Purchaser is aware that the Promoter during the course of completion of the entire scheme of construction will acquire additional FSI / TDR as per the rules and regulations of the Municipal Corporation and will further avail, use and consume additional floor space index thereby constructing additional floors, 'apartment / shop / office / godown's in the said scheme of construction and will get the plans, amended, revised, modified as the Promoter may deem fit and proper and further shall also acquire additional adjacent land and carry out the development on such amalgamated property as the Promoters may deem fit and proper and the Purchaser has accorded his / her express and irrevocable consent for the same.
- R. The Promoter has provided to the Purchaser the copy of sanctioned plans, permissions, approvals, exemption, documents of title and have clearly brought to the knowledge of the Purchaser and the Purchaser is fully aware of the covenants, common rights as appearing on the sanctioned plans and after being fully satisfied about the same has granted his / her express and irrevocable consent for the same.
- S. Prior to making offer as aforesaid as required by the provisions of the Maharashtra Cooperative Societies Act, 1960 (Maharashtra Act No. XXIV of 1960) the Purchaser has made a declaration to the effect firstly that neither he the Purchaser nor the members of the family of the Purchaser own a tenement, house or building within the limits of the registration district and sub-registration district mentioned in the schedule hereunder appearing.

- T. The Purchaser has examined and approved of the building and floor plans the nature and quality of construction fittings, fixtures, facilities and amenities provided / to be provided thereto as per the general specifications as well as the restricted and common facilities and amenities.
- U. The Purchaser has seen the site of the building and the work of construction of the said building being in progress and is satisfied with the quality of the work and has approved the same.
- V. Relying upon the said aforesaid representations, the Promoters agreed to sell the Purchaser a 'apartment / shop / office / godown' at the price and on the terms and conditions herein after appearing.
- W. The list of amenities, copy 7/12, Certificate of Title issued by the Advocate of the Promoter to the said property, and the floor plan approved by the Municipal authority have been annexed hereto and marked as Annexure respectively.
- X. Upon completion of the proposed development of the said property as stated above the Promoter has agreed to complete sell and cause to convey the said property so developed in favour of the cooperative society of all those several persons (including the purchaser herein) purchasing / acquiring the respective 'apartment / shop / office / godown etc.' in the said new building as the nominees of the Promoters.
- Y. The Purchaser had applied for apartment in the Project 'MATESHWARI ALTURA' project registered vide no. \_\_\_\_\_ Under RERA, out of the various buildings or wings namely A, B and C this Agreement for Sale is for the said apartment in building or wing \_\_\_\_\_. The purchaser/s here in vide **application no. \_\_\_\_\_ dated \_\_\_\_\_ applied and expressed his/their desire to purchase the said apartment / shop / office / godown and therefore has been allotted apartment / shop / office / godown no. \_\_\_\_\_ admeasuring \_\_\_\_\_ square metres of carpet area, along with \_\_\_\_\_ square metres Enclosed Balcony area, \_\_\_\_\_ square metres Balcony area, \_\_\_\_\_ square metres C.B. area, \_\_\_\_\_ square metres F.B. area, square metres Service area, \_\_\_\_\_ square metres Terrace area** (all areas mentioned are unfinished areas), (the carpet area means carpet area as defined under RERA) **on the \_\_\_\_\_ FLOOR in " \_\_\_\_\_" WING** as permissible under the applicable law and of *pro rata* share in the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "**said 'apartment / shop / office / godown' Apartment**") more particularly described in **Schedule - A** and the floor plan of the apartment is annexed hereto and marked as **Schedule - B**) for the lump sum consideration of **Rs. 00,00,000/- (Rupees \_\_\_\_\_ Only)**; The said price is including the amount of M.S.E.D.C.L. Charges (Meter Deposit, S.L.C. Charges, Cable Charges, Common Electricity Charges), Water Connection Charges, Documentation Charges, Development Charges, Transformer if any, maintenance charges for one year from the date of handing you the possession of the said 'apartment / shop / office / godown' and proportionate share for formation and registration of Co-Operative Housing Society only;
- Z. The carpet area of the 'apartment / shop / office / godown' hereby agreed to be purchased is based on the actual measurement shown in the plan at unfinished stage. However, the same may vary at the finishing stage. The Purchaser/s shall not make any grievance in respect thereof at any time in future.
- AA. The Purchaser/s shall bear and pay the Stamp Duty, Registration Fee, all direct, indirect taxes, cess and Miscellaneous Charges as required for executing and registering this Agreement for Sale.
- BB. The Purchaser/s has/have accordingly agreed to purchase the 'apartment / shop / office / godown' with full notice and knowledge of the Agreement for Development and Power of

Attorney registered at the office of Sub-Registrar of Assurances at Thane under serial No. 6036/2008 and 1049/2008 on 04.07.2008 respectively, Agreement for Development cum Sale registered at the office of Sub-Registrar of Assurances at Thane-2 under No. 11135/2009 dated 25.11.2009, Power of Attorney in favour of the Promoter herein registered with the office of Sub-Registrar of Assurances at Thane-2 under No. 599/2009, Agreement dated 03.05.2010 registered at the office of Sub-Registrar of Assurances at Thane-2 under serial No. 5739 dated 03.05.2010 and Supplementary Agreement dated 24.09.2010 registered at the office of Sub-Registrar of Assurances at Thane-2 under serial No. 11182 dated 24.09.2010 and also subject to the terms and conditions of the Construction Permission.

- CC. Relying upon the said application, declaration and agreement the Developers have agreed to sell the said 'apartment / shop / office / godown' to the Purchaser/s on Ownership Basis at the price and upon the terms and conditions hereinafter appearing.
- DD. In this Agreement the term 'apartment / shop / office / godown' shall include the apartment / shop / office / godown' or the rights hereby agreed to be sold and the term "Purchaser/s" shall include Purchaser/s or Purchasers of 'apartment / shop / office / godown' or rights hereby agreed to be sold and also include the plural and the feminine gender of the Purchaser/s
- EE. The Developer/Promoter and the land Owner is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter and the land Owner regarding the Said Land on which Project is to be constructed have been completed;
- FF. The Promoter has obtained the final layout plan approvals for the Project from Thane Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to these layout plans save and except in strict compliance with Real Estate (Regulation & Redevelopment) Act, 2016 and the Rules and other laws as applicable;
- GG. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority. The purchaser here in has confirmed that he/they have perused all the relevant documents and are completely satisfied about the same;
- HH. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- II. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- JJ. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- KK. 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 'apartment / shop / office / godown' as specified in para Y;

**NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:**

**1) TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the 'apartment / shop / office / godown' as specified in para Y above;
- 1.2 The Total Price for the said 'apartment / shop / office / godown' is **Rs. 00,00,000/- (Rupees \_\_\_\_\_ Only)**; The said price is inclusive of M.S.E.D.C.L. Charges (Meter Deposit, S.L.C. Charges, Cable Charges, Common Electricity Charges), Water Connection Charges, Documentation Charges, Development Charges, Transformer if any, maintenance charges for one year from the date of handing you the possession of the said 'apartment / shop / office / godown' and proportionate share for formation and registration of Co-Operative Housing Society only;

Explanation:

- i. The Total Price above includes the earnest money/booking amount paid by the Allottee to the Promoter towards the 'apartment / shop / office / godown';
  - ii. The Total Price above excludes Taxes payable by way of Value Added Tax, Service Tax, GST, and Cess or any other similar taxes which may be levied, in connection with the construction of the said 'apartment / shop / office / godown' and the Project payable up to the date of handing over the possession of the 'apartment / shop / office / godown':  
Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee to the promoter shall be increased/reduced based on such change/modification;
  - iii. The Total price above also excludes Stamp Duty Charges, registration Charges, fixed parking space cost, 'apartment / shop / office / godown' location premium and any other charges not covered/mention in para Y above.
- 1.3 The Promoter shall periodically intimate to the Allottee, the amount payable as stated in 1.2 above and the Allottee shall make payment within 15 (fifteen) days from the date of such written intimation;
- 1.4 The Total Price of the said 'apartment / shop / office / godown' includes *pro rata* share in the Common Areas as provided in the Agreement. Method of Calculation of Proportionate Share Wherever Referred to in the Agreement:  
Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s(s) in Project, the same shall be in proportion to the carpet area of the 'apartment / shop / office / godown' to the total carpet area of all the 'apartment / shop / office / godown's in the Project/Building.
- 1.5 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, 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 from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.6 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule "C" ("Payment Plan")**.

- 1.7 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the 'apartment / shop / office / godown' or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.8 Subject to the Allottee agreeing and acknowledging all the covenants of this Agreement for sale, the Allottee shall have the right to the 'apartment / shop / office / godown' as mentioned below:
- (i) The Allottee shall have exclusive ownership of the 'apartment / shop / office / godown';
  - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges and Taxes as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of Allottee/s as provided in the Act;
  - (iii) That the computation of the price of the 'apartment / shop / office / godown' includes recovery of price of land, construction of [not only the 'apartment / shop / office / godown' but also] the Common Areas, internal development charges, external development charges, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.
- 1.9 The Allottee has paid a sum of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the 'apartment / shop / office / godown' at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the 'apartment / shop / office / godown' as prescribed in the Payment Plan at **Schedule "C"** as may be demanded by the Promoter within the time (time being the essence of this contract/agreement) and in the manner specified therein:
- Provided that if the Allottee delays in payment towards any amount payable and demanded, he shall be liable to pay interest or liable to any other appropriate action as may be described in the foregoing clauses.

## 2) PLANS:

The Promoter shall construct/ develop the said building/s phase wise in the project known as "**MATESHWARI ALTURA**" or any other name as may be decided by the Promoter on the said Property for the residential and/ or commercial use in accordance with the plans, designs, specifications approved and/ or will be approved and/ or amended by the concerned local authorities from time to time. It is agreed by the Parties hereto that the Promoter shall be entitled to make such variations and modification as the Promoter may consider necessary for using the full potential of the said Property or as may be required by the concerned local authority/ Government, using such present and future Floor Space Index ("**FSI**")/ Transferable Development Right ("**TDR**") that may be available to the Promoter, from the concerned authority and/ or such other global FSI/ TDR that may be available to the Promoter. It being clearly agreed and understood by the Purchaser/s, that any benefit available by way of increase in FSI/ TDR, which may be increased by way of global FSI/ TDR or otherwise, shall only be for the

use and utilization by the Promoter, and the Purchaser/s shall have no right and/or claim in respect of the same, whether during the time of commencement of construction or during construction or after construction having been completed but before execution of the final conveyance deed that may be executed in favour of the society or condominium or any other entity that may be formed between the 'apartment / shop / office / godown' / shop / office / godown' purchaser/s but after completion of the entire project.

### 3) AGREEMENT:

The Purchaser/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser/s on Ownership basis the said "apartment / shop / office / godown" more particularly described in **Annexure "C1"** (full layout), **Annexure "C2"** (building or wing no. \_\_\_\_ marked in red and appertained open area marked in yellow) and **Schedule "B"** along with the right to use in common the open areas attached to the said 'apartment / shop / office / godown' as well as the proportionate common areas, amenities and facilities in the said building or wing for the total consideration as mentioned in para/clause 1.2.

### 4) PAYMENT:

- 4.1 In addition to the above consideration, the Allottee/Purchaser/s has/ have further agreed and accepted to pay the amount towards MVAT, Service tax, cess, GST any other taxes as applicable, stamp duty, registration charges/fees, deposit and charges, maintenance charges (post one year from date of possession), and various other charges which has been stated under this Agreement. The Purchaser shall also pay in addition to the total consideration as mentioned in Clause/Para 1.2 (ii) any service tax, VAT/ WCT/GST/cess or any other new levies/ tax (direct and indirect) become payable in respect of this Agreement either in future or with retrospective effect, the same shall be borne and paid by the Purchaser/s alone.
- 4.2 The Purchaser/s hereby agree to pay all the amounts (including interest) payable under the terms of this Agreement as and when it becomes due and payable, time for the payment of each installment being the essence of this Agreement. Dispatch of demand letter electronically or / and by post/ courier, shall be deemed as receipt of the same by the Purchaser, the Purchaser shall not claim non receipt of the demand letter as a plea, or an excuse for non-payment of any amount or amounts on their respective due dates.
- 4.3 Time shall be the essence of contract for all payments/deposits to be made by the Purchaser/s under this Agreement and at law. The Purchaser/s hereby agrees and undertakes to pay each and every installment within 15 (fifteen) days of intimation as per 4.2 above and as mentioned in (payment schedule) **Schedule "C"** hereto. Without prejudice to the above, if the Purchaser/s fails to make the payment within a period of 15 days or levied mentioned in the demand letters/emails, then and in such an event, the Purchaser/s agrees to pay to the Promoter interest on all the amounts outstanding under the terms of this Agreement at the rate of the State Bank of India Highest Rate for Fixed Deposit plus 2% per annum and for continued default beyond 30 days penal interest at the rate of 6% p.a. over and above the State Bank of India Rate for Fixed Deposit plus 2% Provided that, payment of interest shall not save the termination of this agreement by the Promoter on account of any default/ breach committed by the Purchaser/s in payment of any outstanding amount and/or on account of any default/breach committed by the Purchaser/s of any of the terms and conditions herein contained. It is specifically agreed that the amount received by Promoter will be first appropriated towards interest receivable by the Promoter.
- 4.4 In addition to the purchase price and the charges and deposits mentioned hereinabove, the Purchaser/s doth/do and each of them doth hereby agree/s to pay/reimburse to the Promoter

on demand his/her/their proportionate share of increased development charges or other charges/deposits in case the Municipal Council/Corporation or the Concerned Authority/Government claims the same either due to any change in the Laws, Rules, Bye-laws or otherwise for any reason whatsoever.

- 4.5 The Purchaser/s further agrees, declares and undertakes that in the event of delay in payment of any installment or any other amount under this agreement or otherwise, the Promoter shall be entitled to raise, recover and receive the amount of interest at any point of time.
- 4.6 The total consideration as mentioned in clause/ para 1.2 and **Schedule "C"** and the deposit charges or any other charges mentioned in this agreement to be paid by the Purchaser/s has been calculated inter alia on all the authorities, permissions and on the basis that the Purchaser/s have granted their irrevocable and binding consent to make any such variations, alterations, amendments or deletions as may be permissible under the provisions of law. In the event that the Purchaser/s withdraw their consent or in the event the validity of the same is challenged, then the amount of consideration under clause/para 1.2 and **Schedule "C"** shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure suffered by the Promoter due to such consent not being granted to the Promoter.

**5) OBLIGATIONS OF PROMOTER:**

- 5.1. The Promoter hereby agrees to observe perform and comply with all the terms and conditions, stipulations and restrictions if any, which, may have been imposed by the concerned local authority at the time of sanctioning the plans on thereafter and shall before handing over possession of the said 'apartment / shop / office / godown' Premises to the Purchaser/s, obtain from the concerned local authority occupation, either in full or in part/ or completion certificates in respect of the said 'apartment / shop / office / godown' Premises.
- 5.2 The Promoter has further informed to the Purchaser/s that as per the prevailing rules and regulations of the Development Control Regulations Act., 1991 and/ or Municipal Corporation of Thane, the Promoter is additionally entitled to purchase and load TDR on the said Property for construction purposes and the Promoter shall carry out the construction activities on the said Property as per the discretion of the Promoter and in accordance to the existing laws governing the same.

**6) DEFAULT BY THE PURCHASER/S AND THE CONSEQUENCES:**

- 6.1 In the event that, -
- (a) The Purchaser terminates this agreement for any reason whatsoever excluding any termination due to a default of the Promoter under RERA, or
- (b) The Purchaser/s committing default in payment of any amount due and payable under this Agreement (including his/her proportionate share of property taxes levied by concerned local authority and other outgoings, deposits etc.)
- (c) and/ or the Purchaser/s committing breach/es of any of the terms and conditions herein contained, this Agreement and all other writings shall stand terminated.
- 6.2 Provided always that in the above events in Clause 6.1(b) and 6.1(c), the Promoter shall have given to the Purchaser/s notice in writing of its intention to terminate this Agreement specifying the default in payment of amounts or/and other the breach or breaches of terms and conditions of this agreement and giving the Purchaser/s an opportunity to remedy such breaches within 7 days of the date of such notice. In the event the Purchaser fails to remedy the breach/es within

the time specified herein, this Agreement shall stand terminated forthwith, irrespective of whether the Promoter has refunded any amounts to the Purchaser. Upon such termination of this Agreement as per Clause 6.1 above, the Purchaser consents and the Parties agree that 50% of the sale consideration and any other amount which may be payable to the Promoter shall stand forfeited and the Promoter shall refund the balance sale consideration received after adjusting and retaining the 50% of the total sale consideration for the 'apartment / shop / office / godown' towards agreed liquidated damages. In the event that the sale consideration paid till the date of termination is less than 50% of the sale consideration, the Promoter shall be entitled to retain the entire sale consideration paid till the date of termination as agreed liquidated damages. It is agreed that upon such termination, the Purchaser shall sign, execute, and register Deed of Cancellation with respect to the said 'apartment / shop / office / godown'. In the event Purchaser fails to do so, the Promoter shall be entitled to retain all amounts to be refunded to the Purchaser as stated above and shall not be entitled to claim any right, title and/or interest over the said 'apartment / shop / office / godown'. It is agreed that the Promoter shall not be liable to pay to the Purchaser/s any interest on the amount refunded upon termination of this agreement. Irrespective of whether the Purchaser executed the Deed of Cancellation or received the refund amount, the Promoter shall be at liberty to dispose and sell the said 'apartment / shop / office / godown' Premises to such person and at such price as the Promoter may in its absolute discretion think fit irrespective of whether any amount to be refunded to the Purchaser has been refunded. It is further expressly agreed and understood between Promoter and Purchaser/s that the Promoter shall not be liable to refund the amount to the Purchaser/s till such time the said 'apartment / shop / office / godown' Premises is sold by the Promoter to the third party and have realized the total amount from third party.

- 6.3 In the event of such termination, if the monies paid by the Purchaser are less than the total dues recoverable, then the Purchaser/s will be liable to pay the difference amount to the Promoter within 7 days of such cancellation, failing which the amount would attract interest at the rate of the State Bank of India F.D. rate plus 2% and for continued default beyond 30 days penal interest at the rate of 6% p.a over and above the SBI F.D. rate plus 2% till such time that the payments are made.
- 6.4 The refund of any amounts by the Promoter shall be net of any taxes, cess, charges, fees paid to the Government or any competent authority including tax deducted at source, VAT, Service Tax, Goods and Service tax etc. and the Promoter shall not be liable to refund such amounts paid in respect thereof.
- 6.5 The Promoter shall also be entitled to adjust and retain any other amount which may be payable to the Promoter by the Purchaser/s.
- 6.6 Only in the event that the Purchaser/s terminates this Agreement due to failure of the Promoter to give possession of the said 'apartment / shop / office / godown' Premises within the period agreed herein, the Promoter shall refund to the Purchaser/s the booking amount/earnest money or any other amounts till then paid by the Purchaser to the Promoter with interest at the State Bank of India F.D. rate plus 2% per annum and for continued default beyond 60 days penal interest at the rate of 6% p.a over and above the State Bank of India F.D. rate plus 2%. It is further provided, that in such circumstances, the Purchaser/s shall not be entitled to any additional compensation, loss or damage including but not limited to the loss, if any, being the difference of the amount in the rate at which the Purchaser/s booked the said 'apartment / shop / office / godown' Premises and the rate prevailing at the time of cancellation by the Purchaser/s. The Purchaser/s will also be liable to pay interest on any default payment as per the terms, herein contained, at the time of making accounts when the Purchaser/s has expressed his/ her/ their desire to cancel the Agreement. It is agreed by and between the Parties that the entire above-referred amount due and payable by the Purchaser/s as specified

hereinabove shall be received by the Promoter from the Purchaser/s till the time of such cancellation. In the event of such termination, if the monies paid by the Purchaser are less than the total dues recoverable, then the Purchaser/s will be liable to pay the difference amount to the Promoter within 60 days of the application for cancellation, failing which the amount would attract interest at the State Bank of India F.D. Rate plus 2% per annum and for continued default beyond 30 days penal interest at the rate of 6% p.a over and above the State Bank of India F.D. rate plus 2%, till such time that the payments are made, inclusive of the accrued interest.

- 6.7 If the Purchaser/s has availed of a loan from financial institutions or banks or any other Lender (the "Lender") against the security of the said 'apartment / shop / office / godown' Premises for which a written NOC/ consent and approval of the Promoter has been issued, then in the event of (a) the Purchaser/s committing a default of the payment of the installments of the consideration amount (b) the Purchaser/s deciding to cancel the agreement and/or (c) the Promoter exercising its right to terminate this Agreement, the Purchaser/s shall clear the mortgage debt outstanding at the time of the said termination. The Purchaser/s shall obtain the NOC or such necessary letter and other documents including but not limited to the original registered Agreement for Sale and NOC from the Promoter, receipt etc. from the Lender stating that the Purchaser/s has/ have cleared the mortgage debt. Notwithstanding the above, the Purchaser's obligation to make payment of the installments under this Agreement in accordance with the provisions of this Agreement is absolute and unconditional.
- 6.8 It is also agreed that the Purchaser/s shall be solely responsible to ensure timely disbursement of the installments towards consideration from the Lender. Any delay in receiving the installment from the Purchaser/s or the Lender for any reason whatsoever will entitle the Promoter to charge interest at the State Bank of India F.D Rate plus 2% and for continued default beyond 30 days penal interest at the rate of 6% p.a over and above the State Bank of India F.D rate plus 2% on the outstanding amount.

## 7) AMENITIES:

- 7.1 The Promoter has agreed to provide the amenities/ facilities in the said 'apartment / shop / office / godown' Premises as per details mentioned in the **Annexure "D"**.
- 7.2 It is made clear to and also consented by the parties herein that, the phase wise division of the project is shown only for purpose of construction convenience. The Allottee/s or Association of 'apartment / shop / office / godown' Allottee/s of Phase, shall not be entitled to fence the land area of any Phase and the Promoter/Developer and Allottee/s of other phases of the project shall have right to use all driveways, paths, common facilities, marginal areas etc. of the all the Phases. It is categorically expressed by the Promoter/Developer and expressly accepted by the Allottee/s herein that all the amenities and facilities as mentioned by the Promoter/Developer shall be constructed in due course of time and shall be an ongoing construction activity during the construction of all the buildings of all the phases and moreover the entire project. The same shall be handed over to the Co-operative Society / Association / Organisation etc. proposed to be formed of all the Allottee/s/Purchasers for their actual use and enjoyment after obtaining the Occupation Certificate of the entire project.

## 8) RIGHTS OF PROMOTER:

- 8.1 It is expressly agreed that the right of the Purchaser/s under this Agreement is only restricted to the said 'apartment / shop / office / godown' Premises agreed to be sold by the Promoter to the Purchaser/s and all other premises shall be the sole property of the Promoter and the Promoter shall be entitled to sell, deal or dispose of the same without any reference or recourse or consent or concurrence from the Purchaser/s in any manner whatsoever to any third party.

- 8.2 The Promoter shall be at liberty and be entitled to amend the lay-out plan of the said Property, the building plans, other approvals for, in accordance with prevailing provisions of law, including but not limited to:
- (i) acquisition of additional plots/ property/ adjoining property and inclusion of such plots of land in the lay out plan of the said Property; and
  - (ii) amalgamation of the said Property with any adjoining plots of land;
  - (iii) The Purchaser/s and/ or the Organisation/ Apex Body or any other body formed by the purchasers/ of the said Property shall not have any objections to the aforesaid and the Purchaser/s hereby grants his/ her/ their irrevocable consent and no objection to the Promoter to carry out the necessary acts, deeds, matters and things.
- 8.3 The Promoter plans to construct and develop the said Property or the said Property further in the future and details of which have been certified and permitted / or will be certified and permitted under the RERA certificate and inter alia the include the following:-
- If the Floor Space Index (FSI), by whatever name or form is increased (a) in respect of the said Property and/ or additional construction (i.e. more than what is envisaged at present) is possible on the said Property (b) on account of Transfer of Development Rights (TDR) (or in any other manner is made available for being utilised or otherwise and/ or if the sanctioning authorities permit the construction of additional floors/ wing, then in such event, the Promoter shall be entitled to construct such additional floors, wing/s as per the revised building/s plans and deal with the same in the manner the Promoter deems fit and proper.
- 8.4 The Purchaser/s expressly consent/s and confirms the irrevocable and unfettered right of the Promoter to construct the said building and other structures (if any) on the said Property and/ or additional floors on the said building being constructed/ to be constructed in the future as on the said Property in the manner as per the permissions/ approvals received from time to time, without any further or other consent or concurrence in future. These consents and confirmation shall be treated as irrevocable No Objection ("NOC") consent, permission given by the Purchaser, under sections 7 and 7A of MOFA and Section 14 of the RERA or any amendment shall be deemed to have been complied herewith, to the same as long as the total area of the said 'apartment / shop / office / godown' Premises is not reduced.
- 8.5 The Promoter shall always have a right to get the benefit of additional Floor Space Index for construction from sanctioning authorities and also to make the additions, alterations, raise storey/s or put up additional structures as may be permitted by sanctioning authorities and other competent authorities and such additions structures and storey/s will be the sole and absolute property of the Promoter alone.
- 8.6 The Promoter will be entitled to use the terrace/s including the parapet wall for any purpose including display of advertisements and sign boards and for such purpose may utilize any common facility or amenity such as water, electricity etc. available in the said 'apartment / shop / office / godown' Premises to which the Purchaser/s shall not have any right to object, and it is expressly agreed that the Promoter shall be entitled to put a hoarding or give on lease site for cell base station and telecom towers on the said Property or on the Buildings or any part thereof including the terrace and the said hoardings may be illuminated or comprising neon sign and for that purpose Promoter is fully authorized to allow temporary or permanent construction or erection or installation either on the exterior of the building/s as the case may be and the Purchaser/s agrees not to object or dispute the same. The Purchaser/s shall not be entitled to raise any objection or claim or any abatement in the price of the said 'apartment / shop / office

/ godown' Premises agreed to be acquired by him/ her/ them and/ or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever from the Promoter. The Promoter shall be entitled to install its logo in one or more places in or upon the building/s and the Promoter reserves to itself full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo.

- 8.7 The Purchaser/s hereby further agrees and covenants with the Promoter to sign and execute all papers and documents in favour of the Promoter or otherwise as may be necessary for the purpose of enabling the Promoter to construct the said building/s in accordance with the said plans relating thereto or such other plans with such additions and alterations as Promoter may in their sole discretion deem fit and proper and/ or for the purpose of applying for or obtaining the approval or sanction of the Municipal Corporation/Council or any other appropriate authorities in that behalf as well as for the construction of such building/s in the said Property upon or after the grant of such approval or sanction relating thereto provided the size and location of the said 'apartment / shop / office / godown' Premises agreed to be purchased by the Purchaser/s is/ are not in any manner adversely affected. The Purchaser/s agree/s that the said consent is irrevocable.
- 8.8 The Purchaser/s is/are aware and confirms that the Promoter shall be entitled to complete the development of the said Property in a phase wise manner.
- 8.9 The Purchaser/s agrees and gives his/ her/ their irrevocable consent/s to the Promoter for carrying out the amendments, alterations, modifications and/ or variations to the scheme of development in respect of the said Property, including the layout plans, designs and elevations etc which are made available either at the Promoter's office or on the website of the Real Estate Authority. Further, the Promoter shall not be required to obtain consent in the following events:
- (a) Any minor additions or alterations.
  - (b) Any addition or alterations to any club house, common areas, amenities, etc.
  - (c) Any addition or alteration in compliance of any direction or order issued by the competent authority or statutory authority under any law of the State or Central Government.
- 8.10 The Purchaser/s irrevocably agrees not to obstruct and/ or raise any objections whatsoever and/ or interfere with the Promoter for carrying out amendments, alterations, modifications, variations as aforesaid or to the further building/s plans, if any, in respect of one or more floors, wing or wings and/ or building or buildings to be developed and/ or constructed that are permissible as per the provisions of law.
- 8.11 In the event of the Organisation being formed and registered before the sale and disposal by the Promoter of all the 'apartment / shop / office / godown' premises in the Building/s, the power and authority of the Organisation so formed or that of the Purchaser/s and the Purchaser/s of other premises in the Building/s shall be subject to the overall authority and control of the Promoter in respect of any of the matters concerning the Building(s), the construction and completion thereof and all the amenities pertaining to the same and in particular Promoter shall have the absolute authority and control as regards the unsold 'apartment / shop / office / godown' premises and disposal thereof. The Promoter shall be liable to pay only the municipal taxes, at actual and not the maintenance in respect of the unsold 'apartment / shop / office / godown' premises, if any. In case the Organisation is formed before the disposal by the Promoter of all the 'apartment / shop / office / godown's' premises then the Promoter shall at its option (without any obligation) join in as a member in respect of such unsold 'apartment / shop / office / godown' premises and as and when such 'apartment / shop / office / godown'

premises are sold, the Organisation shall admit such Purchaser/s as the member/s without charging any premium/ transfer fees or extra payment of any nature whatsoever.

- 8.12 Till the entire development of the said Property is completed, the Purchaser/s shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/ or any other common facilities or the amenities to be provided in the said Property and the Purchaser/s shall have no right or interest in the enjoyment and control of the Promoter in this regard.
- 8.13 The Purchaser/s is/are aware that the Promoter will be developing the said Property in a phase wise manner on such terms and conditions as the Promoter may deem fit and shall be entitled to all the benefit of FSI any such entitlements for the more beneficial and optimum use and enjoyment of the same in such manner as the Promoter deem fit and the Promoter shall be entitled to grant, offer, upon or in respect of any portion of the said Property, to any third party all such rights, benefits, privileges, easements, etc. including right of way, right to draw from or connect to all drains, sewers, installations and/ or services in the said Property in such manner as may be desired by the Promoter and the Purchaser/s expressly and irrevocably consents to the same.
- 8.14 The Promoter shall be at liberty to sell, assign, transfer mortgage or otherwise deal with its right, title and interest in the said Property and/ or the Building, provided that the same does not in any way materially prejudice the right of the Purchaser/s in respect of the said 'apartment / shop / office / godown' Premises which is agreed to be sold to the Purchaser/s.
- 8.15 In the event of the Promoter having paid or being required to pay any amount by way of premium, betterment charges, development charges, transfer charges, etc. payable to any sanctioning authority or other authority or the Government of Maharashtra, then the same shall be reimbursed by the Purchaser/s to the Promoter in proportion to the carpet area of the 'apartment / shop / office / godown' premises or otherwise as may be determined by the Promoter and non-payment of the same, shall constitute a breach of this Agreement.
- 8.16 The Promoter shall have the right to designate any space in the said Property to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the buildings that may be developed on the said Property. The Promoter shall also be entitled to designate any space in the said Property to such utility provider either on leave and license or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the said Property and the building/s constructed thereon.
- 8.17 Under the present Agreement, the Promoter has given a bare permission to the Purchaser/s, to enjoy the common facilities like internal roads, garden, recreation, open space or otherwise, of the said Property which at the discretion of the Promoter is liable to be shifted, without giving any prior intimation and/ or notice in writing, to the Purchaser/s or otherwise, and Purchaser/s shall not be entitled for any loss, damages, costs, charges, expenses or otherwise of any nature whatsoever from the Promoter or their nominees or transferees on these account.
- 8.18 Notwithstanding the other provisions of this Agreement, the Promoter shall be entitled to nominate any person ("project management agency") to manage the operation and maintenance of the building(s), and the infrastructure on the said Property, common amenities and facilities on the said Property for a period until the Organisation is formed and the charge for maintenance is handed over to the said Organisation or until said Property is developed (as determined by the Promoter). The Promoter shall have the authority and discretion to negotiate

- with such project management agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/ them. The cost incurred in appointing and operating the project management agency shall be borne and paid by the occupants of the buildings that may be developed in the said Property including the Purchaser/s on a pro rata basis as part of the development and common infrastructure charges referred to herein.
- 8.19 In such event, the Purchaser/s agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter or the project management agency, including without limitation, payment of the Purchaser's share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the said Property and common areas and facilities within the said Property and buildings constructed thereon and inclusive of the payment fees of the project management agency.
- 8.20 The Promoter shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the said Property, till such time as the said Property together with the buildings constructed thereon are transferred to the Organisation/ Apex Body.
- 8.21 The Promoter shall be entitled to construct site offices/ sales lounge in the said Property and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the said Property or any portion thereof is conveyed/ assigned to the Organisation or the Apex Body and shall continue until the entire said Property is developed.
- 8.22 Save and except or otherwise not to reduce any area of the said 'apartment / shop / office / godown' Premises, the Promoter shall have full and absolute discretion, to do all acts, so as to exploit full residential or commercial potential (if any) of the said Property. The Promoter shall also be entitled to use utilize and consume the development potential of the said Property in the manner as the Promoter may deem fit and proper in their absolute discretion;
- 8.23 The Promoter shall be entitled to amend, modify and/ or vary the building plans, and/ or the specifications in respect thereof, without reducing area of the said 'apartment/ shop / office / godown' Premises.
- 8.24 Brochures, Pamphlets, Literature, showing Gardens, Open Space, Recreation Area or any other details in the said Plans and/ or in the Brochure, Pamphlets or otherwise, are based on Plans approved by the concerned authority/ies. Notwithstanding anything contained under this agreement, in case of any conflict with the details provided in Brochures, Pamphlets, Literature and/ or Plans and in this Agreement, the provisions of this Agreement shall prevail. The Purchaser/s confirms and consents that the Purchaser/s have purchased the said Premises solely on the basis of the terms and conditions and representations made in this Agreement and nothing contained in any brochures, pamphlets, literature or any other material shall be binding on either Party and this Agreement supersedes all earlier documents, letters, brochures and/ or oral/ written representations whatsoever.
- 8.25 Irrespective of disputes if any, which may arise between the Promoter and the Purchaser/s and/ or the Organisation, all amounts contributions and deposits, including amounts payable by the Purchaser/s to Promoter, under this Agreement, shall always be paid punctually by the Purchaser/s, to the Promoter and shall not be withheld pending the disputes, by the Purchaser/s for any reason, whatsoever.
- 8.26 The Promoter shall be entitled to transfer and/ or assign the benefit of additional F.S.I. / T.D.R. or any other rights of the said Property to any third party and/ or to allow any third parties to use and/ or consume T.D.R. or any other benefits or advantages of any other properties, on the said Property, who shall be entitled to all the rights mentioned above, including to do construction mentioned above.

- 8.27 For all or any of the purposes mentioned under this Agreement the Promoter shall be entitled to keep and/or store any construction materials, on any portion of the said Property, and/ or to have additional Electricity Supply and/ or additional Water Supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary. In such an event, the Purchaser/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/ or shall not claim any easement rights and/ or any other rights in the nature of easement or prospective or other rights of any nature whatsoever. The Purchaser/s directly and/ or indirectly, shall not do any act, deed, matter or thing, whereby the Promoter may be prevented from putting any such additional and/ or new construction and/ or shall not raise objection and/ or obstruction, hindrance or otherwise.
- 8.28 The Purchaser/s shall not take any objection, on the ground of nuisance, annoyance, and/ or claiming any rights, of easement, and/ or any rights in nature of an easement and/ or obstruction of light, air, ventilation, open space and/ or open area, and/ or on any other grounds, of any nature whatsoever and/ or shall not directly or indirectly do anything and/ or shall not ask for an injunction, and/ or prohibitory order and/ or calling the Municipal or any other authorities to issue stop work notice, and/ or withdraw and/ or suspend or cancel any orders passed and/ or approved Plans so as to prevent the Promoter, or any of their nominees or transferees, from developing and/ or to carry out construction, on the said Property and/ or on adjoining properties.
- 8.29 In order to facilitate development and/ or to explore total commercial/ residential potential, of the said Property, Promoter shall be entitled to subdivide/ amalgamate the said Property with the neighboring property, and/ or after sub division/ amalgamation again amalgamate/ subdivide the said Property, and/ or from time to time, apply for and obtain revised approved plans and/ or ask for any modification and/ or change the approved Plans, including to do such further acts, as may be necessary. It is further agreed that Purchaser/s or anybody on their behalfs shall not be entitled to raise any objections against the Promoter exercising their aforesaid power.
- 8.30 Under the present Agreement, Promoter has agreed to sell and transfer only the said 'apartment/ shop / office / godown' Premises to the Purchaser/s. The Purchaser/s hereby agree that he/ she /they shall not claim any right, title and interest in the said Property or any part thereof or in the buildings on the said Property or any part thereof, save and except the said 'apartment/ shop / office / godown' Premises. The Purchaser/s shall have right only in respect of the said 'apartment / shop / office / godown' Premises agreed to be sold to him/ her/ them and only upon full payment of the consideration and other charges and deposit, which is agreed in this Agreement.
- 8.31 Under the present Agreement and at this stage, Promoter intends to use actual FSI and TDR along with any additional FSI/ TDR available on payment of premium on the said Property and C.C. and Plans have been approved presently only of an actual FSI of the said Property. The Promoter, however, reserve their right, to use the unutilized FSI/ any other development potential/ TDR and the FSI/ any other development potential that may become available in future in respect of the said Property and TDR of any other property on the said Property for construction of buildings/ additional buildings on the said Property. For all times in future, Promoter shall be entitled to use/ consume or exploit it, till Conveyance or any other final transfer document in respect of the said Property in proportion to the area occupied by the said buildings in respect of the said Property along with Building/s thereon, have been executed, in favour of the Organization that is to be formed by the Purchaser/s of various premises in the building and as permissible under the applicable laws. For the purpose of consuming such balance and/ or additional FSI/ TDR, the Promoter shall be entitled to construct any vertical or horizontal extension thereto and/ or put up additional floors and/ or the new or additional

structure/ building, as the Promoter may think fit and proper and to do all such things, as may be necessary for this purpose and as permissible under the applicable laws.

- 8.32 The Promoter shall be entitled to purchase, load, consume additional and/ or balance F.S.I./ TDR now available or which may hereafter become available, under D.C. Rules or any other law for the time being in force or by reason of any special concession being granted by the Municipal Council/Corporation or any other Authorities (including F.S.I. available in lieu of the D.P. Road, etc.) and as permissible under the applicable laws.
- 8.33 The Purchaser/s do hereby give their irrevocable consent and no objection to the Promoter for carrying out any such additional construction on the terrace or otherwise in or upon any part of the said Property as permissible under law. The Purchaser/s hereby further gives irrevocable consent to the demolition, removal and relocation of the water tank or any other articles for the time being, to carry out such additional constructions.
- 8.34 The Purchaser/s hereby grants their irrevocable consent to the Promoter for mortgaging the said Property or any part thereof along with the building/s being constructed on the said Property save and except the Purchaser's 'apartment / shop / office / godown' premises in favour of any bank, financial institutions, body, trust, lenders, persons etc., to enable the Promoter to augment the fund for the Promoter for development of the said Property. The Promoter shall clear the mortgage debt in all respect before the execution of conveyance of the proportionate area of the said Property in favour of the said Organization formed of all the Purchaser/s in the said building.
- 8.35 The Purchaser hereby also grants its irrevocable authority, permission and consent to the Promoter and agrees and undertakes that:
- (a) The Purchaser/s shall at their sole cost and expense do and perform all necessary acts, things and matters, including signing, executing and admitting execution of all further and other deeds, documents, writings, papers, forms, applications, etc. as may be directed by the Promoter and which the Promoter may in their sole and absolute discretion deem fit and proper, putting into complete effect the provisions of this Agreement.
  - (b) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Property and/or said building or any part thereof. The Purchaser/s shall have no claims save and except the said 'apartment / shop / office / godown' Premises hereby agreed to be sold hereunder and all open spaces, lobbies, common space, parking stilt, podium or basement, staircase, garden, club, gymnasium, terraces, recreation spaces etc. remain the property of the Promoter until the Property and said building/s are conveyed to the Organization as herein, mentioned.
  - (c) Unless the context otherwise suggests or warrants, all obligations, conditions and liabilities herein imposed upon the Purchaser/s whether expressly or impliedly, shall be deemed to be covenant running with the said 'apartment / shop / office / godown' Premises and shall be binding upon the Organization.
  - (d) For all or any of the purposes mentioned under this Agreement, the Promoter shall be entitled to keep and/ or store any construction materials, on any portion of the said Property for carrying out additional constructions, and/ or to have additional electricity supply and/ or additional water supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary. It is further agreed that in such an event, the Purchaser/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/ or shall not claim any easement rights and/ or any other rights in the nature of easement or

prospective or other rights of any nature whatsoever. The Purchaser/s directly and/or indirectly, shall not do any act, deed, matter or a thing, whereby the Promoter may be prevented from putting any such additional and/ or new construction and/ or shall not raise objection and/ or obstruction, hindrance or otherwise.

- (e) The Promoter has provided and/ or will provide certain amenities plot / area/ facilities to the Municipal Council/Corporation as per the terms of the Plans approved by the Municipal Council/Corporation. The Purchaser/s or their nominee or assignee or Organisation hereby specifically and unconditionally agrees and undertakes that all the TDR/ FSI and any other benefits/ advantages present or future arising out of the said amenities plot/area/ facilities shall solely and exclusively belong to the Promoter alone and Purchaser/s or their nominees or assignee hereby waive all such claim etc. Additionally, all the benefits, areas under the podium shall solely and exclusively belong to the Promoter and Purchaser/s and/ or Organization/ society shall not raise any claim or objection on the same.
  - (f) The Promoter has further informed to the Purchaser/s that in addition to the above any additional benefits arising out of the said amenities plot by any reason whatsoever nature, the Promoter will exclusively be entitled to make or use such claim or benefits/ advantages of the said amenities plot and the Purchaser/s or their nominee or assignee or Organization will not have any claim, objection or protest of any nature at any time in future hereafter.
  - (g) In the event of a portion of the said Property being notified for setback prior to the transfer of the said Property to the Organization, the Purchaser/s hereby specifically and unconditionally agree and undertakes that the Promoter alone shall be entitled to the TDR/ FSI and any other benefits/ advantages present or future arising out of the said setback area shall solely and exclusively belong to the Promoter alone and Purchaser/s or their nominees or assignee hereby waive all such claim etc.
  - (h) It is clearly agreed and accepted by the Purchaser/s that neither the Purchaser/s nor any of their assignee or nominee will have any claim, right, title or interest on any parts of the land, said buildings, open space, car parking, amenities plot save and except the said 'apartment / shop / office / godown' Premises which is agreed to be sold under this Agreement.
  - (i) The Promoter has further informed to the Purchaser/s that the Promoter will be developing the adjoining plots/ portions and Purchaser/s undertake, declare and confirm that at no point of time they or anybody on their behalf should raise any objections/ protest, claim of whatsoever nature on account of noise pollution, vibration, disturbance and like similar nature for construction and use of the aforesaid areas by the Promoter.
  - (j) The terrace on top of the building shall not be a part of the common area/ amenities available to the Purchaser/s or to any 'apartment / shop / office / godown' Purchaser in the project.
- 8.37 It is expressly agreed between the Parties that the consideration payable under clause/para 1.2 and **Schedule "C"** by the Purchaser/s is inter alia based on and arrived at after taking into consideration all the authorities, permissions and consents provided by the Purchaser/s under this Clause 8 and otherwise in this Agreement. In the event that the Purchaser/s withdraw their consent or in the event the validity of the same is challenged, then the amount of consideration under clause/para 1.2 **Schedule "C"** and shall automatically stand enhanced to include any direct and/ or indirect loss, damage, claim, expenditure (including loss of business) suffered by the Promoter due to such consent not being granted to the Promoter.
- 8.38 Various terms and conditions of this Agreement shall always be read subject to the terms and conditions, mentioned in the aforesaid paragraphs.

## 9) POSSESSION:

- 9.1 The possession of the said 'apartment / shop / office / godown' Premises shall be delivered to the Purchaser/s after the said 'apartment / shop / office / godown' Premises is ready for use and occupation provided all the amounts due and payable by the Purchaser/s under this Agreement and the stamp duty and registration charges in respect of the said 'apartment / shop / office / godown' Premises are duly paid by the Purchaser/s. Subject to force majeure, the Promoter expects to give possession of the Premises to the Purchaser/s on or before June 2018.
- 9.2 The Promoter shall be entitled to a grace period of (6) six months beyond the aforesaid date. Notwithstanding anything contrary contained in this Agreement the date of handing over possession/period as mentioned in Clause 9.1 hereinabove shall be automatically extended for the period during which a force majeure event exists as under the applicable provisions of RERA and/or any other applicable laws.
- 9.3 If as a result of any Court Order, legislative order or regulation or direction of the Government or Public authorities, or change in rules, the Promoter is permanently restricted or permanently barred from carrying out the development of the said project/phase or is permanently restricted or permanently barred from completing the said project/phase and thus is unable to complete the aforesaid building and/or give possession of the said 'apartment / shop / office / godown' Premises to the Purchaser/s in the time prescribed in 9.1 and 9.2 above, the Promoter/Purchaser may by notice in writing terminate this Agreement and the only responsibility and liability of the Promoter in such an event will be to pay over to the Purchaser/s such consideration as may have been paid by the Purchaser/s with interest thereon as may be prescribed under the applicable law from time to time from the date of receipt of each installment till the date of notice of termination by the Promoter.
- 9.4 The Purchaser/s agree that the refund of the payment and the interest/damages mentioned under this Agreement constitutes the Purchaser's sole remedy in such circumstances and the Purchaser/s foregoes any and all his/ her/ their rights to claim against the Promoter for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever.
- 9.5 The Purchaser/s shall take possession of the said 'apartment / shop / office / godown' Premises within 7 (Seven) days of the Promoter giving written notice to the Purchaser/s intimating that the said 'apartment / shop / office / godown' Premises is ready for use and occupation. In the event the Purchaser/s fails and/or neglects to take possession of the said 'apartment / shop / office / godown' Premises within the stated period, the Purchaser/s shall be liable to pay the Promoter compensation calculated at the rate of Rs. 4/- per sq. ft. for apartment and Rs. 8/- per sq. ft. for shops / offices / godown of the carpet area per month or part thereof till such time the Purchaser/s takes possession of the said 'apartment / shop / office / godown' Premises. Notwithstanding the aforesaid, it shall be deemed that the Purchaser/s has taken possession from the expiry of the 7<sup>th</sup> day of the said written notice and this date shall be deemed to be the "Date of Possession" and all the obligations of the Purchaser/s related to the said 'apartment / shop / office / godown' Premises shall be deemed to be effective from the date of such Date of Possession. The Purchaser/s shall be liable to pay maintenance, outgoings and other charges, taxes from the date of Date of Possession irrespective as to whether Purchaser/s takes possession of the said 'apartment / shop / office / godown' Premises or not. In case of nonpayment, Promoter shall be entitled to exercise various rights, available under this Agreement. The Purchaser/s shall alone be responsible/liable in respect of any loss or damage that may be caused to the said 'apartment / shop / office / godown' Premises from the expiry of 7 days from the notice of possession.

## 10) DEFECT LIABILITY

If within a period of 5 (Five) years from the date of making available the said 'apartment / shop / office / godown' Premises to the Purchaser/s for fit outs or such other minimum period as may be prescribed under the applicable laws, the Purchaser/s brings to the notice of the Promoter in writing any major structural defect or defect in workmanship of the said 'apartment / shop / office / godown' Premises or the material used thereon (wear and tear and misuse excluded), wherever possible, such defects (unless caused by or attributable to the Purchaser/s) shall be rectified by the Promoter at their own costs. Provided further, if any defect or damage is found to have been caused due to any changes carried out by the Purchaser or due to the negligent use, act or omission of the Purchaser/s or his agents, then the Promoter shall not be liable for the same.

## 11) CAR PARKING

11.1 The Promoter herein has conveyed to the Purchaser/Allottee and the Purchaser/Allottee has confirmed that the promoter has not sold/allotted any fixed/open/closed/mechanical parking space to the Purchaser/Allottee.

11.2 The Promoter has the full authority to sell (if required) or allot any fixed / open / closed / mechanical parking space to any Purchaser/Allottee as he may deem fit and appropriate. Such allotment/sale of any fixed/open/closed/mechanical parking space shall be carried out by the Promoter at the time of individual Possession or before society formation.

## 12) ORGANISATION AND APEX BODY:

12.1 The Promoter shall take steps for the formation of a society under the Maharashtra Co-operative Societies Act, 1960 / condominium under the MAO Act in respect of the Building (the "Organisation") as per provisions of applicable law..

12.2 It is agreed and understood by the Parties that the Promoter may, in its sole, discretion form and register an apex organisation ("**Apex Body**") comprising of the various organisations formed in respect of the Building and/ or other buildings to be constructed on the said Property including the Organisation referred to hereinabove for the purpose of proper management, maintenance, regulation and control of the infrastructure and common amenities and facilities of the said Property and for such other purposes as the Promoter may decide.

12.3 The Purchaser/s and the purchaser/s of the other 'apartment / shop / office / godown' premises shall join in the formation and registration of the Organisation and for this purpose also from time to time sign and execute the application for registration and/or membership and all the necessary applications, documents and other papers and writings for the purpose of formation and registration of the Organization including bye-laws of the Organization and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Purchaser/s. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

12.4 The Apex Body shall be formed by the Promoter after formation of all organizations and the execution of all conveyance(s) or deed of assignment or transfer documents in their favour to look after the repair and maintenance of the infrastructure and common amenities and facilities of the said Property and the management of the Corpus Fund.

- 12.5 The Purchaser/s shall observe and perform all the rules and regulations and bye-laws of the Organisation and/ or the Apex Body on its formation and the additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of the buildings standing on the said Property and the premises therein and for the performance and observance of building rules, regulations and bye-laws for the time being of the concerned local authority, government or public bodies. The Purchaser/s shall also observe and perform all the terms and stipulations laid down by the Organisation and/ or the Apex Body regarding occupation and use of the 'apartment / shop / office / godown' Premises and shall pay outgoings in accordance with the terms of this Agreement.
- 12.6 The Promoter hereby agrees that they shall, before execution of a conveyance/assignment of lease of the said Property in favour of an Organization to be formed by the purchaser/s of 'apartment/ shop / office / godown' in the building to be constructed on the said Property make full and true disclosure of the nature of their title to the said Property as well as encumbrances, if any, including any right, title interest or claim of any party or over the said Property and shall as far as practicable, ensure that the said property is free from all encumbrances and that the Promoter has absolute, clear and marketable title to the said Property so as to enable them to convey to the said Organisation such absolute, clear and marketable title on the execution of a Conveyance of the proportionate area of the said Property by the Promoter in favour of the said Organisation.

### 13) COVENANTS BY THE PURCHASER/S:

- 13.1 The Purchaser/s shall use the said 'apartment / shop / office / godown' Premises or any part thereof or permit the same to be used only for the purpose of residence and shall not use the said 'apartment / shop / office / godown' Premises for any purpose other than for residence except with the written permission of the Promoter or the organization when formed. The Purchaser/s shall use the parking space only for purpose of keeping or parking the Purchaser/s own vehicles. The Purchaser/s shall not use the open spaces/ parking/ stilt/ podium area etc. for parking their vehicles without prior written permission of the Promoter/ Organization as the case may be.
- 13.2 The Purchaser/s has/ have declared that he/ she/ they have already complied with all the requirement of Income Tax, and other concerned authorities including RBI (in case of Non Resident Indian) before entering into this Agreement for Sale with the Promoter. Any breach or violation of any Acts or Rules or Laws by the Purchaser/s shall be entirely at their own cost and risk.
- 13.3 Notwithstanding anything contained under this Agreement, it is clearly and expressly agreed and accepted by the Purchaser/s that they shall not use any other road or access for ingress and egress to the residential property, save and except the access road as provided by the Promoter.
- 13.4 The Purchaser/s with an intention to bring all persons in whose hands the said 'apartment / shop / office / godown' Premises may come, doth hereby covenant with the Promoter as follows:
- a) To maintain the said 'apartment / shop / office / godown' Premises at the Purchaser's own cost in good tenantable repairs and condition from the date on which the Purchaser are offered access to the said 'apartment / shop / office / godown' Premises for carrying out interior work (irrespective of whether such offer is accepted) and shall not do or suffer to be done anything in or to the building/s, staircase/s, passage/s or any other common areas which may be against the rules, regulations or bye-laws of concerned local authority or change/alter or make addition in or to the building or the said 'apartment / shop / office / godown' Premises or part thereof;

- b) Not to store in the said 'apartment / shop / office / godown' Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of the Building or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors may be damaged or that is likely to damage the staircase, common passage or any other structures of the building/s including the entrance thereof. In case any damage is caused to the said 'apartment / shop / office / godown' Premises or the building/s on account of the negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach;
- c) To carry at the Purchaser's own cost all internal repairs to the said 'apartment / shop / office / godown' Premises and maintain it in good condition, state and order and not to do or suffer to be done anything in the 'apartment / shop / office / godown' Premises which is in contravention of rules, regulations or bye-laws laid down by the Promoter or of the concerned local public authority;
- d) Not to demolish or cause to be demolished the 'apartment / shop / office / godown' Premises or any part thereof nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the 'apartment / shop / office / godown' Premises or any part thereof nor alter the elevation and outside colour scheme of the building/s and to keep the portion, sewers, drain pipes in the 'apartment / shop / office / godown' Premises and appurtenances thereto in good tenable repair and condition so as to support, shelter and protect other part of the Building and not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC parapet or other structural members in the said 'apartment / shop / office / godown' Premises;
- e) Not to do or permit to be done any act which may render void or voidable any insurance of the said Property or the building(s) or any part thereof or whereby any increase in premium shall be payable in respect of the insurance;
- f) Not to enclose the balcony area or flowerbed inside the said 'apartment / shop / office / godown' Premises without express written permission of the Promoter.
- g) To use the said 'apartment / shop / office / godown' Premises only for residence and not to use the said 'apartment / shop / office / godown' Premises for any unlawful uses or purposes, this is prohibited/ restricted under any law of land.
- h) The Purchaser/s shall not carry out any structural changes/ modification inside of the 'apartment / shop / office / godown' Premises and also shall not decorate change or modify the exterior of the said 'apartment / shop / office / godown' Premises or any part thereof.
- i) Not to carry out any illegal activity from the said 'apartment / shop / office / godown' Premises, this is against the interest of the Organisation/ other purchasers in the building.
- j) Not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the 'apartment / shop / office / godown' Premises in the compound or any portion of the said Property and the Building/s and not to place or keep any garbage cans, waste paper baskets, in the common passage, staircases, landing or lobbies of the said Property and the building/s thereon or any part of the compound thereof.

- k) Pay to the Promoter within 7 (seven) days of demand by the Promoter, his/ her share of deposit/ charges demanded by the concerned local authority or government for giving water, electricity or any other service connection to the building/s;
- l) To bear and pay increase in local taxes, development or betterment charges, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the Municipal Corporation and/ or Government and/ or other public authority on account of change of user of the said 'apartment / shop / office / godown' Premises or otherwise.
- m) To bear and pay all service tax, works contract tax, VAT/GST, etc., and such other levies, if any, which may be imposed with respect to the construction on the said Property and/ or any activity whatsoever related to the 'apartment / shop / office / godown' Premises by the Corporation and/ or State/ Central/ Government and/ or Public Authority from time to time;
- n) Not to let, sub-let, transfer, assign, mortgage or give Power of attorney or any authority or part with the Purchaser's interest or benefit factor of this Agreement or part with the possession of the said 'apartment / shop / office / godown' Premises until all the dues payable by the Purchaser/s to the Promoter under this agreement are fully paid up and only if the Purchaser/s has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has obtained prior written permission of the Promoter which permission shall be granted by the Promoter on such terms and conditions as may be applicable from time to time. The Promoter will always be entitled to and are hereby authorized to charge administrative charges, legal charges and other costs, charges and expenses pertaining to such transfer at such rates and on such other terms and conditions as the Promoter may stipulate. The Purchaser/s does/do hereby agree and undertake not to oppose or object to the stipulations of such charges and/or such other terms and conditions as may be stipulated by the Promoter and will forthwith pay and abide by the same;
- o) Till the management of the Building/s is handed over to the Organisation and/ or the Apex Body, the Purchaser shall allow the Promoter/Organisation, its surveyors and agents at all reasonable time to enter into or upon the said 'apartment / shop / office / godown' Premises to view and examine the state and condition thereof and to carry out repairs;
- p) Not to change the external colour scheme or the pattern of the colour of the building;
- q) Not to change exterior elevation or the outlay of the building/s;
- r) Not to fix any grill to the building/s or windows except in accordance with the design approved by the Promoter. The split unit air conditioners should be appropriately installed in the place provided thereof, as may be clarified by the Promoter;
- s) Not to carry out civil work, including, but not limited to, any work in the kitchen and bathroom/toilets wherein any work of tiling, flooring etc. which damages the waterproofing, plumbing or sanitary lines laid at site. In case the Purchaser carries out any changes, modifications or alterations by himself or his agencies then the warranty of the said items becomes null and void and the defect liability of the Promoter shall be lapsed and the Purchaser is solely liable to rectify and repair the same for all the affected area within his 'apartment / shop / office / godown' and/or the floors below accordingly at his own costs, expenses and consequences.
- t) Purchaser/s shall not do or suffer to be done anything in the said 'apartment / shop / office / godown' Premises or in the said Property or the building which, would be forbidden or prohibited by the rules of the concerned government authorities. In the event, the Purchaser/s

commits any acts or omissions in contravention to the above, the Purchaser/s alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Promoter in that behalf;

- u) During the execution of interior works, the Purchaser/s shall be responsible for acts of any contractor/ workmen/ agents/ representatives and if such persons behave in any manner which is unacceptable to the Promoter then such contractor/ workmen/ agents/ representatives will be removed forthwith and will not be allowed to re-enter the said Premises again;
- v) The Purchaser/s shall extend full cooperation to the Promoter, their agents, contractors to ensure good governance of such works;
- w) The Purchaser/s is/are further made aware that the Promoter are engaged in the business of construction, development and redevelopment of immoveable properties and during the construction of the building/s on the said Property and after completion thereof, the Promoter may desire to show the said building/s and or any areas therein including but not limited to common areas to various prospective clients of the Promoter including inter alia occupants of building/s which the Promoter are redeveloping or proposing to redevelop and accordingly, the Promoter may arrange for site visits to the said Property and the building/s thereon and may organize functions in the common areas like compound/s, terrace/s, lobby/ies, podium/s, amenities, etc. of the said Property for such purposes and the Purchaser/s either in their individual capacity or as member/s of the said organisation shall not object thereto.
- x) The Promoter may permit various consultants, service providers, financiers, manufacturers, suppliers and other third parties to publish the image of the said Property and the buildings thereon in advertisements, publications, brochures, and such other marketing and/or promotional materials as the Promoter may deem fit and the Purchaser/s either in their individual capacity or as member/s of the Organisation shall not object thereto.
- y) The Purchaser/s is/are aware of the various terms, conditions and stipulations mentioned by the Municipal Council/Corporation and other concerned authorities whilst granting various approvals for the purpose of construction of the said Property and which terms, conditions and stipulations are more particularly mentioned in the permissions granted by Municipal Council/Corporation and other concerned authorities and the Purchaser/s has/have read and understood the contents thereof and after being aware of the same in all respects has/have agreed to acquire the said Premises and is/are entering into these presents;
- z) These covenants shall be binding and operative even after the formation of the Organization/Apex Body.
- aa) The Purchaser/s shall observe and perform all the rules and regulations which the Organisation 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 'apartment / shop / office / godown's 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 Purchaser /s shall also observe and perform all the stipulations and conditions laid down by the Organisation regarding the occupation and use of the 'apartment / shop / office / godown' Premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.

13.5 The Purchaser/s shall have no claim, save and except in respect of the 'apartment / shop / office / godown' Premises. All other areas including common area and facilities will remain the

property of the Promoter until the whole of the said Property is transferred as herein provided subject to the rights of the Promoter as contained in this Agreement.

- 14) The Purchaser/s shall not enclose the said terrace/balcony till the permission in writing is obtained from the concerned local authority and the Promoter or the Society or the Limited Company as the case may be.
- 15) Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser/s 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 /s nor shall the same in any manner prejudice the rights of the Promoter.
- 16) This agreement shall be subject to the applicable provisions of the MAO Act, MOFA, REFA and the rules there under for Maharashtra any other provisions of law applicable thereto or any other law applicable from time to time. The Purchaser/s hereby agrees to comply with, from time to time, all the requirements, requisitions, provisions etc. of the Applicable laws as may be in force and/or come into force in respect of the Project.
- 17) The Purchaser/s hereby agrees that in the event of any amount by way of premium or security or any charges is payable to the Municipal Council/Corporation or State Government or to the Utility Companies, or betterment charges or development charges, tax or security deposit or charges for the purpose of giving water connection, drainage, connection and electricity connection or any other tax or payment of similar nature becoming payable by the Promoter, the same shall be paid by the Purchaser/s to the Promoter in proportion to the area of the said 'apartment / shop / office / godown' Premises and in determining such amount the discretion of the Promoter shall be conclusive and binding upon the Purchaser/s. It is agreed that the betterment charges referred to hereinabove shall mean and include pro-rate charges which the Purchasers may be called upon to pay the Promoter in respect of installation of water line, water mains, sewerage lines, electric cables, electric sub-station (if any) making and maintaining of internal road, and access to the said Property drainages, layouts, etc. till handover of the 'apartment / shop / office / godown's to the organization of all purchasers and this amount shall be in addition to any other amount mentioned under this Agreement.
- 18) It is expressly agreed that the Purchaser/s shall be entitled to the common area and facilities appurtenant to the said 'apartment / shop / office / godown' Premises and the nature, extent and description of such common areas and facilities and percentage of undivided interest which the Purchaser/s will enjoy in the common areas and facilities appurtenant to the said 'apartment / shop / office / godown' Premises agreed to be sold to the Purchaser/s as mentioned in the **Annexure "E"**.
- 19) The Purchaser/s shall not ask for any partition, and/ or division towards his/her rights in the said 'apartment / shop / office / godown' Premises and/ or the said building in which the said 'apartment / shop / office / godown' Premises is situated and/ or of the said Property and/ or shall not ask for independent rights, access in the said building and/ or in the said Property and/ or any independent agreement or any other agreement of the said 'apartment / shop / office / godown' Premises.
- 20) The Purchaser/s are aware that stilt car parking, podium car parking and open car parking belong to the Promoter only and the same cannot be used by the Purchasers/ Ad-Hoc Committee/ Proposed Societies/ Managing Committee unless acquired from the Promoter under a separate allotment letter and or an Agreement is executed by the Promoter. The security of Promoter shall have every right to remove any such car/ vehicles parked by

purchasers, Ad-Hoc Committee/Society Managing Committee from site, who have parked, without obtaining such allotment letter/ Agreement from the Promoter/ Organisation as the case may be. Without prejudice to the aforesaid, it will be the personal, joint and several responsibility of members of the Adhoc Committee and/ or of the Committee of an Organisation, to ensure that, members and/ or the Purchaser/s do not park their cars, on any open area of the said Property, to whom, the Promoter have not allotted, any car parking, and in such an event, the person committing default, along with members of the Committee, shall personally be responsible, jointly and severally, for the costs and consequences thereof. The Purchaser/s are not allowed/ entitled to use any area for car parking or otherwise unless the Promoter in writing permits the same.

## 21) OUTGOINGS:

- 21.1 7 (seven) days after notice in writing is given by the Promoter to the Purchaser/s that the 'apartment/ shop / office / godown' Premises is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. proportion to the floor area) of the 'apartment / shop / office / godown') of outgoings in respect of the said Property and said buildings viz. local taxes, betterment charges and such other charges as levied by the concerned local authority and/ or Government, water charges, insurance, common lights, repairs and salaries of the clerk, bill collectors, chowkidars, sweepers, liftman, electricians, maintenance and upkeep of club house and all other expenses necessary and incidental to the Management and maintenance of the Property and said buildings. Until the Organisation/s is formed and the building/s are transferred to it, the Purchaser/s shall pay to the Promoter whether demanded or not at all times such proportionate share of outgoings in respect of the said premises, all rates, taxes, dues, duties, impositions, outgoings, burden, water charges, insurance premium, maintenance, common lights charges, repairs, salaries of employees (bill collector, chowkidar, liftman, sweeper, etc...) and all other expenses of and incidental to the management and maintenance of the said building and club house whether the same are charged separately or as a part of maintenance bills in the manner as the Promoter may determine. The Purchaser/s further agrees that till the Purchaser/s' share is so determined the Purchaser/s shall pay to the Promoter provisional monthly contribution as indicated in clause/para 1.2. The said provisional monthly contribution of Rs 1.50/sq ft on carpet area towards the outgoings charges will payable in advance for 12 months. The amounts so paid by the Purchaser/s to the Promoter shall be utilized/ spent for meeting the outgoing charges in respect of the said 'apartment / shop/ office / godown' Premises/ Project and the same shall not carry any interest and balance if any shall remain with the Promoter until the formation of Society/ Deed of Conveyance is executed in favour of the Society or Limited Company as aforesaid, subject to the provisions of the said Acts. On such conveyance or any other Deed as may be agreed between the Promoter and Organization being executed, the aforesaid and the below mentioned deposits subject however to the deductions by the Promoter of the amounts due and payable by the Purchaser/s of the premises to the Promoter under the terms and conditions of this agreement shall be paid over by the Promoter to the Organization. The Purchaser/s undertake to pay such provisional monthly contributions and such proportionate share of outgoings regularly on the 5<sup>th</sup> day of each and every month in advance and shall not withhold the same for any reason whatsoever.
- 21.2 The Purchaser/s agree and confirm that as from the date of delivery of possession of the said 'apartment / shop / office / godown' Premises, the Purchaser/s and other purchaser/s shall observe and perform all the rules and regulations of the Municipal Council/Corporation and other statutory bodies and shall indemnify and keep indemnified the Promoter against any loss or damage.

## 22) BEFORE THE DELIVERY OF POSSESSION

- (a) In the payments/ deposits mentioned in clause 1.2, if there is any increase in the rate of electricity service provider or any of the abovementioned items or any services, same shall be payable by the Purchaser/s before possession of the said 'apartment / shop / office / godown' Premises. In addition to the above any service tax/VAT/WCT Tax/GST and or any other new levies/ tax that may become due and payable at any time hereinafter on the aforesaid charges shall be borne and paid by the Purchaser/s alone.
  - (b) The grill fitting in the said 'apartment / shop / office / godown' Premises will be done by the Purchaser/s, as per the design provided by the Promoter. The Purchaser/s will have to pay extra for the grill and for fitting thereof. The Purchaser/s will not be provided a separate grill, or allowed to make any change in the design or do any alteration with the grill. The Purchaser/s further undertakes not to fix or install the grill from outside of sliding window, which may damage, the elevation of the said buildings.
  - (c) Before taking possession of the said 'apartment / shop / office / godown' Premises, the Purchaser/s will inspect the said 'apartment / shop / office / godown' Premises and will fully and completely satisfy himself/ herself/ themselves with the said 'apartment / shop / office / godown' Premises in respect of the area, item of work or quality of work or the materials used for construction of the said building and the amenities provided, and after taking possession, the Purchaser/s will not raise any claims about the area, amenities provided by the Promoter /s with respect to the said 'apartment / shop / office / godown' Premises.
  - (d) The Promoter shall utilize the sum as referred to herein above for meeting all legal costs, charges including the professional cost of the Attorney/ Advocates of the Promoter in connection with formation of the Organisation preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the conveyance/ assignment of lease and in case of any short fall in the expenses, the Purchaser/s agree/s and accepts to pay the Promoter for the same.
  - (e) The Promoter shall hand over the deposits or balance thereof to the Organisation/ as aforesaid. In the event of any additional amount becoming payable, the Purchaser/s shall forthwith on demand pay and deposit the difference to the Promoter. The aforesaid amount/ deposit shall not carry any interest.
- 23)** Subject to what is stated herein above, the Promoter shall maintain a separate account in respect of sum received by the Promoter from the Purchaser/s as advance or deposit, on account of the share capital of the Organisation, outgoings, legal charges and shall utilize the same for the purpose for which they have been received;

**24) SET-OFF/ ADJUSTMENT**

The Purchaser/s hereby grants to the Promoter the unequivocal and irrevocable consent to recover/ set off/ adjust the amounts payable by the Purchaser/s to the Promoter including the total consideration, the said charges, interest and/ or liquidated damages from the amounts if any, payable by the Promoter to the Purchaser/s. The Purchaser/s agrees and undertakes not to raise any objection or make any claims with regard to such adjustment/ set off and the claims, if any, of the Purchaser/s, in that regard, shall be deemed to have been waived.

**25) FINAL TRANSFER DOCUMENT:**

- 25.1** The Conveyance, Lease or Assignment of the Structures and the entire undivided underlying land in favour of the Organisation under the MAO Act/ MOFA or RERA as the case may be shall be entered into within 15 months of obtaining the BCC or Occupation Certificate of the Last building on the said Property and the complete utilization and exploitation of the FSI and TDR

potential of the said Property by the Promoter, sale of all 'apartment / shop / office / godown's and shall be subject to the receipt of all the outstanding payments from the respective buyers of the 'apartment / shop / office / godown's in the said Property. Further, such Conveyance/assignment shall be in accordance either all the terms and conditions of this Agreement and will contain such terms and conditions as the Promoter may in their absolute discretion determine.

25.2 A Deed of Conveyance or Deed of Assignment to be executed in respect of the said Property in favour of the Organisation or Declaration to be submitted under the MAO Act/ MOFA and RERA other documents in favour of the Organisation shall inter alia contain the following:

- a) such provisions and covenants as may be necessary for giving effect to the restrictions mentioned herein as well as the restrictions which may be imposed by the Promoter for safeguarding its overall interest in the said Property and the Building
- b) a covenant by the Purchaser/s to indemnify and keep indemnified the Promoter against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of the stipulations and restrictions contained herein and therein.
- c) The right of the Promoter to full and complete access of the said Property for the construction of the additional structures as mentioned herein and to sell or otherwise transfer the same and appropriate the entire sale proceeds thereof and the obligation of the Organization to admit such purchaser of the 'apartment / shop / office / godown' Premises comprised therein as its member without charging any additional amount
- d) The Promoters shall be entitled to construct site offices/ sales lounge in the said Property and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the said Property or any portion thereof is conveyed/ assigned to the Purchasers and shall continue until the entire said Property is developed;
- e) Even after conveyance of the said Property the Promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any apartment or building or plot which is still not sold or allotted and shall be allowed to do so without any restriction or entry of the building and development of common areas;
- f) The Promoters shall be permitted access and entry to the buildings and the common areas on the said Property so as to discharge the obligations of the Promoter under Section 14(3) of the Real Estate (Regulation and Development) Act;
- g) The obligation of the Organization to become a member of the Apex Body as and when formed;

25.3 The project shall be deemed to be completed upon the development of the said Property by utilization of the fullest present or future FSI and TDR thereof and upon completion of the entire scheme of development of the said Property in accordance with Scheme and on completion of the infrastructure and common areas and facilities and the sale of buildings or built-up areas, all 'apartment / shop / office / godown's/units therein and receipt of all sale and other proceeds and deposits and amounts payable under these presents and the agreements to sell and/ or any other agreements made with purchaser/s and/ or lessees, licensees, etc. and formation of a ll society/ condominium and execution of conveyances/ deeds of assignment in favour of the Organisation and other organizations formed in respect of all the buildings constructed on the said Property.

- 25.4
- The Advocates for the Promoter shall prepare and/or approve, as the case may be, Deed of Conveyance or Deed of Assignment in favour of the Organisation or the Declaration to be submitted under the MAO Act/ MOFA and RERA the deeds of ‘apartment / shop / office / godown’s or any and all other documents to be executed. All costs, charges, expenses including stamp duty, registration charges and expenses in connection with the preparation and execution of the deed of conveyance/ deed of assignment declaration and other documents and formation and registration of the Organization shall be borne and paid by all the purchaser/s of the various ‘apartment / shop / office / godown’ Premises in the Building and/ or Organization on its formation. Such amount shall be kept deposited by the Purchaser/s with the Promoter at the time of taking the possession of the said ‘apartment / shop / office / godown’ Premises and shall, until utilization, remain with the Promoter.

- 25.5
- Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the said Property or the Building or any part thereof save and except the said ‘apartment / shop / office / godown’ Premises agreed to be sold to the Purchaser/s.

26) STAMP DUTY AND REGISTRATION:

The stamp duty and the registration charges of and incidental to this Agreement shall be borne and paid by the Purchaser/s. The Purchaser/s shall at his/ her/ their cost and expenses, lodge this Agreement before the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908 and after due notice in this regard the Promoter shall attend such office and admit the execution thereof.

27) NOTICES:

Any notice, demand letter, intimation or communication (“Notice”) to any party hereto in connection with this Agreement shall be in writing and shall be sent to such party’s contact details as mentioned in their respective description at the beginning of the agreement; Each party shall inform the other party in writing of any changes in his/its contact details. Notices shall be deemed to have been properly given, if sent through any one of the modes viz. registered letter, courier service, personal delivery e-mail or facsimile. Date of service of a notice delivered personally, by courier service or registered letter shall be the actual date of such delivery. Date of service for facsimile notice shall be the business day after sending of such facsimile and the date of service of email Notice shall be deemed to be the date on which the email has been sent by the concerned Party. The Parties hereby agree and undertakes to send/ receive any Notice to/ from the other Party by email to the email addresses specified in this Agreement.

Addresses specified below:

Allottee/s Address : \_\_\_\_\_  
Notified Email ID : \_\_\_\_\_

Promoter Address : Mateshwari Altura, Survey No. 144/2/B, 145/2/D, Near Khidkaleshwar Mandir, Kalyan Shil Road, Khidkali, Thane.  
Notified Email ID : info@mateshwarigroup.com

28) INDEMNIFICATION BY THE PURCHASER/S:

The Purchaser/s hereby indemnify and keep indemnified the Promoter and hold the Promoter harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional and legal fees in relation thereto) of whatsoever nature

incurred or suffered by the Promoter directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Promoter under this Agreement; (b) any breach and/or default by the Purchaser/s in the performance of any and/ or all of his/its obligations under this agreement; (c) any injury to any property(ies) or persons(s); or death of person(s); or damages to any property(ies) howsoever arising related to the use and/ or occupation of the said 'apartment / shop / office / godown' Premises and directly or indirectly as a result of the negligence, act and/ or omission of the Purchaser/s or his / her/ its agents, servants, tenants, guests, invitees and/ or any person or entity under his/its control; and (d) Purchaser's non-compliance with any of the restrictions regarding the use and/ or occupation of the said 'apartment / shop / office / godown' Premises.

## 29) DISPUTE RESOLUTION-

All or any disputes that may arise with respect to the terms and conditions of the Agreement, including the interpretation and validity of the provisions hereof and the respective rights and obligations of the parties shall be first settled through mutual discussion and amicable settlement, failing which the same shall be settled through arbitration. The arbitration proceedings shall be under the Arbitration and Conciliation Act, 1996 and any statutory amendments/ modification thereto by a sole arbitrator who shall be mutually appointed by the Parties or if unable to be mutually appointed, then to be appointed by the Court. The decision of the Arbitrator shall be final and binding on the parties.

The venue of Arbitration shall be at Navi Mumbai and only for the reason of interim relief the courts at Navi Mumbai shall have the jurisdiction.

## 30) GENERAL PROVISIONS

- a. This Agreement and all Annexure as incorporated into this Agreement by reference, constitute the entire agreement between the parties hereto and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoter, any agent, employee or representative of the Promoter or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Purchaser/s or made available for the Purchaser's viewing. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous writings, agreements, deeds, documents, including sales brochures, marketing materials, models, photographs, videos, illustrations concerning the said 'apartment / shop / office / godown' Premises between the parties hereto.
- b. The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.
- c. No failure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy.
- d. If there is more than one Purchaser named in this Agreement, all obligations hereunder of such Purchasers shall be joint and several. All communications shall be sent by the Promoter to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the purchasers.

- e. Notwithstanding anything contained under this agreement, the Purchaser/s has/ have expressly agreed, accepted and confirmed to pay/ reimburse to the Promoter immediately as and when demanded by the Promoter and/ or to the appropriate authorities all the present/ future/ revised/ new Property/ Municipal Tax, Service tax, Education Cess, Vat tax, W.C.T. tax/GST, and/ or any other levies, taxes, cess, surcharge dues, duties, fine, penalty, interest, etc which may be under any name or terminology payable and/ or may become payable due to change/ amendment in the existing laws, rules or due to implementation/enactment of any new laws/ rules by the local bodies, State Government, Central Government or by any competent authorities. In determining such amount, the decision of the Promoter shall be conclusive and binding upon the Purchaser. The Purchaser/s shall pay such amount in addition to any amount mentioned under this agreement or otherwise. On the Purchaser/s committing default in paying any of the amounts as aforesaid, the Promoter shall be entitled at its own option to terminate this Agreement. Provided, always that the power of termination herein before contained shall not be exercised by the Promoter, unless and until the Promoter shall have given to the Purchaser/s 30 days prior notice in writing of its 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 this Agreement and default shall have been made by the Purchaser/s in remedying such breaches within 7 days after giving such notice.

**THE FIRST SCHEDULE HEREIN ABOVE REFERRED TO:**

All those pieces and parcels of land lying, being and situate at Village Khidkali, Taluka and District Thane, bearing Survey No. 144, Hissa No. 2 B admeasuring 0 hectare 36 Are 9 prati equivalent to 3690 sq. metres and Survey No. 145 Hissa No. 2 D admeasuring 0 hectare 29 Are and 3 prati equivalent to 2930 square metres thus totally admeasuring 6620 square metres within the limits of the Thane Municipal Corporation and Building/Wing B and C is registered in RERA under Registration No \_\_\_\_\_ bounded as follows:

The boundaries to the land bearing **SURVEY NO. 144, HISSA NO. 2B** is as follows:-

ON OR TOWARDS THE **EAST** : **BY LAND BEARING SURVEY NO. 144 part (Siddheshwar).**  
 ON OR TOWARDS THE **WEST** : **BY LAND BEARING SURVEY NO. 145 part.**  
 ON OR TOWARDS THE **SOUTH** : **KALYAN SHIL ROAD.**  
 ON OR TOWARDS THE **NORTH** : **BY LAND BEARING SURVEY NO. 145, HISSA NO. 2D.**

The boundaries to the land bearing **SURVEY NO. 145, HISSA NO. 2D** is as follows:-

ON OR TOWARDS THE **EAST** : **BY LAND BEARING SURVEY NO. 145 part.**  
 ON OR TOWARDS THE **WEST** : **BY LAND BEARING SURVEY NO. 145 part.**  
 ON OR TOWARDS THE **SOUTH** : **BY LAND BEARING SURVEY NO. 145 part.**  
 ON OR TOWARDS THE **NORTH** : **BY LAND BEARING SURVEY NO. 144, HISSA NO. 2B.**

Deducting there from the area under reservations of road, recreational ground and area not in possession admeasuring 1697.63 sq. meters (approx) and together with all easement rights and benefits.

**THE SECOND SCHEDULE OF THE 'APARTMENT / SHOP / OFFICE / GODOWN' ABOVE REFERRED TO:**

**ALL THAT PREMISES**, being part of apartment / shop / office / godown no. \_\_\_\_\_ admeasuring \_\_\_\_\_ square metres of carpet area, along with \_\_\_\_\_ square metres Enclosed Balcony area, \_\_\_\_\_ square metres Balcony area, \_\_\_\_\_ square metres C.B. area, \_\_\_\_\_ square metres F.B. area, \_\_\_\_\_ square metres Service area, \_\_\_\_\_ square metres Terrace area (all areas mentioned are unfinished areas) on the \_\_\_\_\_ FLOOR in " \_\_\_\_\_ " WING as permissible under the applicable law and of *pro rata* share in the common areas ("**Common Areas**") the building complex to be known as "**MATESHWARI ALTURA**", a being

constructed on the property referred to in the **FIRST SCHEDULE** above written, as shown in the **FLOOR PLAN** thereof hereto annexed.

IN WITNESS WHEREOF the parties have set and subscribed their respective hands and seals to this writing on the day and the year first hereinabove mentioned.

**SIGNED AND DELIVERED**  
BY THE WITHIN NAMED PROMOTERS  
**M/s. MATESHWARI REALTORS**  
**(PAN NO. AARFM4683N)**  
THROUGH ITS PARTNER  
**MR.** \_\_\_\_\_

PHOTO

)  
)  
)  
)  
)  
)  
) (MR. \_\_\_\_\_)

**SIGNED AND DELIVERED**  
BY THE WITHIN NAMED PURCHASER/S

**1. MR.** \_\_\_\_\_  
**(PAN NO. \_\_\_\_\_)**

PHOTO

)  
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)  
)  
)  
\_\_\_\_\_

**2. MRS.** \_\_\_\_\_  
**(PAN NO. \_\_\_\_\_)**

PHOTO

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\_\_\_\_\_

IN THE PRESENCE OF...  
1) \_\_\_\_\_  
(MR./MRS. \_\_\_\_\_)  
2) \_\_\_\_\_  
(MR./MRS. \_\_\_\_\_)

)  
)  
)  
)  
)

**RECEIPT**

**RECEIVED** of and from the within named PURCHASER/S, the sum of ₹ **00,00,000/- (RUPEES** \_\_\_\_\_ **ONLY)** being the earnest money/part consideration/consideration in full and final, for agreeing to sell apartment / shop / office / godown no. \_\_\_\_\_ admeasuring \_\_\_\_\_ square metres of carpet area, along with \_\_\_\_\_ square metres Enclosed Balcony area, \_\_\_\_\_ square metres Balcony area, \_\_\_\_\_ square metres C.B. area, \_\_\_\_\_ square metres F.B. area, \_\_\_\_\_ square metres Service area, \_\_\_\_\_ square metres Terrace area (all areas mentioned are unfinished areas) on the \_\_\_\_\_ FLOOR in “ \_\_\_\_\_ ” WING, in the building complex to be known as “ **MATESHWARI ALTURA** ”, situate at Village Khidkali, within the limits of the Thane Municipal Corporation, District Thane in **by CASH / by CHEQUE / by PAY ORDER / by DEMAND DRAFT / by NEFT / by RTGS** bearing drawn on/issued by.

| DATE  | CHEQUE No. | BANK NAME | BRANCH | Amount       |
|-------|------------|-----------|--------|--------------|
|       |            |           |        |              |
|       |            |           |        |              |
| TOTAL |            |           |        | ₹ 0,00,000/- |

₹ 0,00,000/-  
WE SAY RECEIVED  
FOR M/s. MATESHWARI REALTORS

(MR. \_\_\_\_\_)  
PARTNER

- SCHEDULE "A" - FLOOR PLAN OF THE BUILDING ONLY WITH BOUNDARIES IN ALL FOUR DIRECTIONS
- SCHEDULE "B" - FLOOR PLAN OF THE 'APARTMENT / SHOP / OFFICE / GODOWN'
- SCHEDULE "C" - PAYMENT PLAN
- ANNEXURE "A" - TITLE CERTIFICATE OF LEGAL ATTORNEY
- ANNEXURE "B" - PROPERTY CARD WITH MUTATION ENTRIES
- ANNEXURE "C1" - FULL LAYOUT OF PROPERTY AS SANCTIONED BY CONCERNED LOCAL AUTHORITY
- ANNEXURE "C2" - FULL LAYOUT OF PROPERTY AS SANCTIONED BY CONCERNED LOCAL AUTHORITY SHOWING CONCERNED BUILDING/WING LAYOUT AND OPEN SPACE IN THE LAYOUT MARKED SEPERATELY
- ANNEXURE "D" - AMENITIES IN THE 'APARTMENT / SHOP / OFFICE / GODOWN'
- ANNEXURE "E" - COMMON AMENITIES IN THE LAYOUT
- ANNEXURE "F" - N.A ORDER, COMMENCEMENT CERTIFICATE, RAILWAY NOC
- ANNEXURE "G" - LIST OF 'APARTMENT / SHOP / OFFICE / GODOWN'S AS PER SUPPLEMENTARY AGREEMENTS
- ANNEXURE "H" - REGISTRATION CERTIFICATE OF THE PROJECT BY REAL ESTATE REGULATORY AUTHORITY