

(iii) The Allottee hereby agrees to purchase from the Contractor Promoter and the Contractor Promoter hereby agrees to sell to the Allottee garage bearing Car Parking Nos. _____ situate at podium / basement / stilt / open Compound being constructed in the layout for the consideration of Rs. _____/-.

2(b) The total aggregate consideration amount for the Flat including the cost of amenities and the garages/covered parking space as mentioned in the foregoing Para No.1 (a) (i) to (iii) is thus Rs. _____/- (Rupees _____ only).

2(c) Simultaneous on the execution of these present the Allottee/s has offered the entire / part consideration for the said Flat and that too at his own volition and accordingly the Contractor Promoter has agreed to accept the same. Hence on execution of these present, the allottee/s has paid a sum of Rs. _____/- (Rupees _____ only) to the Contractor Promoter herein (the Contractor Promoter doth hereby admit and acknowledge to have received the said sum by signing the receipt clause hereunder written).

OR

The Allottee has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ only) as advance payment or application fee to the Contractor Promoter herein the Contractor Promoter doth hereby admit and acknowledge to have received the said sum by signing the receipt clause hereunder written.

2(d) The Allottee hereby agrees to pay to the Contractor Promoter the balance amount of Rs. _____/- (Rupees _____ only) in the following manner :-

i) Rs. _____/- (Rupees _____ Only) to be paid to the Contractor Promoter on or before the signing of this Agreement.

ii) Rs. _____/- (Rupees _____ Only) to be paid to the Contractor Promoter on completion of the Plinth of the building or wing in which the said Flat is located.

iii) Rs. _____/- (Rupees _____ Only) to be paid to the Contractor Promoter on completion of the First Slab including stilts / podium of the building or wing in which the said flat is located.

iv) Rs. _____/- On completion of the Second Slab.

- v) Rs. _____/- On completion of the Third Slab.
- vi) Rs. _____/- On completion of the Fourth Slab.
- vii) Rs. _____/- On completion of the Fifth Slab.
- viii) Rs. _____/- On completion of the Sixth Slab.
- ix) Rs. _____/- On completion of the Seventh Slab.
- x) Rs. _____/- On completion of the Eighth Slab.
- xi) Rs. _____/- On completion of the Ninth Slab.
- xii) Rs. _____/- On completion of the Tenth Slab.
- xiii) Rs. _____/- On completion of the Eleventh Slab.
- xiv) Rs. _____/- On completion of the Twelfth Slab.
- xv) Rs. _____/- On completion of the Thirteenth Slab.
- xvi) Rs. _____/- on completion of the fourteen slab.
- xvii) Rs. _____/- on completion of the fifteen slab.
- xviii) Rs. _____/- on completion of the sixteen slab.
- xix) Rs. _____/- on completion of the seventeen slab.
- xx) Rs. _____/- on completion of the eighteen slab.
- xxi) Rs. _____/- on completion of the nineteen slab.
- xxii) Rs. _____/- on completion of the twenty slab.
- xxiii) Rs. _____/- on completion of the twenty one slab.
- xxiv) Rs. _____/- on completion of the twenty two slab.
- xxv) Rs. _____/- on completion of the twenty three slab.
- xxvi) Rs. _____/- on completion of twenty four slab.
- xxvii) Rs. _____/- on completion of twenty five slab.
- xxviii) Rs. _____/- on completion of twenty six slab.
- xxviii) Rs. _____/- On completion of bricks work.
- xxx) Rs. _____/- On completion of internal plaster.
- xxxi) Rs. _____/- On completion of external plumbing and external plaster.

xxxii) Balance Rs. _____/- (Rupees _____ Only) against
and at the time of handing over of the possession of the flat to
the Allottee on or after receipt of Occupancy Certificate.

2(e) The total price above excludes taxes (consisting of tax paid or payable by the Contractor Promoter and the Contractor Promoter will repay to Owner Promoter 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 and carrying out the Project payable by the Contractor Promoter and the Contractor Promoter will repay to the Owner Promoter) upto the date of handing over the possession of the flat.

2(f) The Owner promoter declare that the total price is escalation-free, save and except escalations / increases due to increase on account of development charges payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time.

The Owner Promoter undertakes and agrees that while raising a demand on the Contractor Promoter and Contractor Promoter will raise a demand on the Allottee for increase in development charges cost or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/ order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

2(g) The Contractor Promoter may allow in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ _____ % per annum for the period by which the respective instalment has been prepared. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal once granted to an Allottee by the Contractor Promoter.

2(h) The Owner Promoter shall confirm the final carpet area to Contractor Promoter and Contractor Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the Occupancy Certificate is granted by the Competent Authority by furnishing details of the changes if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Owner Promoter, if there is any reduction in the carpet area within the defined limit then Owner Promoter shall refund the excess money to Contractor Promoter and the Contractor Promoter shall refund the said excess money paid by Allottee within forty five days with annual interest at the rate specified in the rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to the Allottee, the Owner Promoter shall demand

additional amount from the Contractor Promoter and the Contractor Promoter shall demand the same from Allottee as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2(a) of this agreement.

- 2(i) The Allottee authorizes the Contractor Promoter and the Contractor Promoter authorises to Owner Promoter to adjust/ appropriate all payments made by him/ her / them under any head(s) of dues against lawful outstanding if any, in his/her/their name/s as the Owner Promoter may in its sole discretion deem fit and the Allottee undertakes not to object / demand / direct the Owner Promoter to adjust his/her payments in any manner.

2.1 The Contractor Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the flat to the Allottee, obtain from the concerned local authority occupancy and/or completion certificate in respect of the flat.

2.2 Time is essence for the Contractor Promoters as well as the Allottee. The Contractor Promoters shall abide by the time schedule for completing the project and handing over the flat to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the agreement subject to the simultaneous completion of construction by the Contractor Promoter as provided in Clause 2(c) hereinabove.

3. The Promoters hereby declares that the Floor Space Index (FSI) available as on date in respect of the said Building admeasuring _____sq. meters only and the Owner Promoter has planned to utilise the Floor Space Index (FSI) in the said building by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations which are applicable to the said project. The Promoters have disclosed the Floor Space Index of the said Building under construction and Allottee has agreed to purchase the said flat based on the proposed construction to be carried out by the contractor promoter and sale of flats to be carried out by the owner Promoter by utilising the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Owner Promoter only.

4.1 If the Contractor Promoter fails to abide by the time schedule for completing the project and handing over the flat to the Allottee, the Contractor Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project interest as specified in the Rule on all the amounts paid by the Allottee for every month of delay till the handing

over of the possession. The Allottee agrees to pay to the Contractor Promoter interest as specified in the Rule on all the delayed payment which become due and payable by the Allottee to the Contractor Promoter under the terms of this agreement from the date the said amount is payable by the Allottee/s to the Contractor Promoter.

4.2 Without prejudice to the right of the Contractor Promoter to charge interest in terms of sub-clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Contractor Promoter under this agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of instalments, the Contractor Promoter shall at his own option may terminate this agreement.

PROVIDED THAT that the Contractor Promoter shall give notice of fifteen days in writing to the Allottee by registered A.D. Post at the address provided by the Allottee of his intention to terminate this Agreement and of the specified breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Contractor Promoter within the period of notice then at the end of such notice period, the Contractor Promoter shall be entitled to terminate this agreement.

PROVIDED FURTHER that upon termination of this Agreement as aforesaid, the Contractor Promoter shall refund to the Allottee subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Contractor Promoter within a period of thirty days of the termination, the instalments of sale consideration of the flat which may till then have been paid by the Allottee to the Contractor Promoter.

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

6. The Contractor Promoter shall give possession of the flat to the Allottee on or before 22nd June 2023. If the Contractor Promoter fails or neglects to give possession of the flat to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Contractor Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the flat with interest at the same rate as mentioned in Clause 4.1 hereinabove from the date the Contractor Promoter received the sum till the date the amounts and interest thereon is repaid.

PROVIDED THAT the Contractor Promoter shall be entitled to reasonable extension of time for giving delivery of flat on the aforesaid date, if the completion of building in which the flat is to be situated is delayed on account of force majeure conditions. Like War, Civil

commotion or act of God, any notice, order, Rule, notification of the government and/or other public or Competent Authority/ Court.

7.1 Procedure for taking possession – The Contractor Promoters upon obtaining the Occupancy Certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the flat to the Allottee in terms of this agreement to be taken within three months from the date of issue of such notice and the Contractor Promoter shall give possession of the flat to the Allottee. The Contractor Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Contractor Promoter. The Allottee agrees to pay the maintenance charges as determined by the Contractor Promoter or association of the Allottees as the case may be.

The Contractor Promoter on its behalf shall offer the possession to the Allottee in writing within seven days of receiving the occupancy certificate of the project.

7.2 The Allottee shall take possession of the flat within fifteen days of the written notice from the Contractor Promoter to the Allottee intimating that the said flat is ready for use and occupancy.

7.3 Failure of Allottee to take possession of Flat – Upon receiving a written intimation from the Contractor Promoter as per Clause 7.1 above, the Allottee shall take possession of the flat from the Contractor Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this agreement and the Contractor Promoter shall give possession of the flat to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.1, such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the flat to the Allottee, the Allottee brings to the notice of the Contractor Promoter any structural defect in the flat or the building in which the flat is situated or any defects on account of workmanship, quality or provision of service, then wherever possible such defects shall be rectified by the Contractor Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Contractor Promoter compensation for such defect in the manner as provided under the Act.

8. The Allottee shall use the flat or any part thereof or permit the same to be used only for the purpose of residence. He/she shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other Allottees of flat in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents

necessary for the formation and registration of the Society or Association or a Limited Company and for becoming a member including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee so as to enable the Promoters to register the common organization of Allottee. No objection shall be taken from the Allottee if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association as may be required by the registrar of Co-operative Societies or the Registrar of Companies as the case may be, or any other Competent Authority.

9.1 The Promoters shall within three months of registration of the Society or Association or a Limited Company as aforesaid, cause to be transferred to the Society or Limited Company, all the right, title and interest of all persons having claim / title to the said First and Second Land including Conveyance of the said Building in which the Flat sold is situated.

9.2 Within fifteen days after notice in writing is given by the owner promoter to the Contractor Promoter and contractor promoter is given to the Allottee that the Flat is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the flat) of outgoings in respect of the project land and building/s namely local taxes, betterment charges or such other levies by the MBMC and / or Government water charges, insurance, common lights, repairs and salaries or clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Contractor Promoter and the contractor promoter shall pay to owner promoter such proportionate share of outgoings as may be determined by the owner promoter. The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the contractor Promoter and the contractor promoter shall pay to owner promoter provisional monthly contribution of Rs. _____/- per month towards the outgoings. The amounts so paid by the Allottee to the contractor promoters and same to be transferred to owner promoter shall not carry any interest and remain with the owner promoters until a Conveyance of the structure of the building or wing is executed in favor of the Society or Limited Company as aforesaid. On such Conveyance/ being executed for the structure of the building or wing, the aforesaid deposits (less deduction provided for in this agreement) shall be paid over by the owner promoter to the Society or Limited Company as the case may be.

10. The Allottee shall on or before delivery of possession of the said flat keep deposited with the contractor promoter and the same to be transfer to Owner Promoter sum of Rs. _____/- (Rupees

_____ Only) for the following purposes.

- i) Share money, application entrance fee of the Society or Limited Company / Federation / Apex Body;
- ii) Towards the legal charges for this agreement and other related documents / deeds.
- iii) Formation and registration of the Society or Limited Company/Federation / Apex Body;
- iv) Electricity connection.
- v) Water Connection.
- vi) Betterment and development charges.
- vii) Other utilities and service charges.
- viii) Deposit amount for electricity including electric sub-station.

11. The Allottee shall pay to the Contractor promoter and same to be transferred to Owner Promoter a sum of Rs. _____/- for meeting all legal costs, charges and expenses including professional costs of the Advocates of the Owner Promoter in connection with formation of the Society or Limited Company / Federation / Apex Body and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of Conveyance of the structure of the building or wing of the building, the Allottee shall pay to the Owner Promoter the Allottees' share of stamp duty and registration charges payable by the Society or Limited Company on such Conveyance or any document or instrument of transfer in respect of the structure of the building / wing of the building. At the time of registration of Conveyance of the project land, the Allottee shall pay to the owner Promoter the Allottees' share of stamp duty and registration charges payable by the Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of land to be executed in favour of the Apex Body or Federation.

REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:

13. The Promoters hereby represents and warrants to the Allottee as follows :

- i. The Promoters has clear and marketable title with respect to the project land as declared in the title report annexed to this Agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the project;
- ii. The Promoters has lawful rights and requisite approvals from the authorities to carry out development of the project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the project except those disclosed in the title report;

- iv. There are no litigations pending before any Court of law with respect to the project land or project except those disclosed in the title report;
 - v. All approvals, licenses and permits issued by the authorities with respect to the project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the project, project land and said building/wing shall be obtained by following due process of law and the Promoters has been and shall at all times remain to be in compliance with all applicable laws in relation to the project, project land and said building/wing and common areas;
 - vi. The Promoters has the right to enter into this agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein may prejudicially be affected.
 - vii. The Promoters has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the project land including the project and the said flat which will in any manner affect the rights of the Allottee under this agreement.
 - viii. The Promoters confirms that the Promoters is not restricted in any manner whatsoever from selling the said flat to the Allottee in the manner contemplated in this agreement.
 - ix. At the time of execution of the Conveyance Deed of the structure to the association of the Allottees, the Promoters shall handover lawful, vacant, peaceful, physical possession of the common area as of the structure to the Association of the Allottees.
 - x. The Owner Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, imposition, premium, damages and/or penalties and other outgoings whatsoever payable with respect to the said project to the competent authorities.
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoters in respect of the project land and/or the project except those disclosed in the title report.
14. The Allottee/s for himself / herself / themselves with intention to bring all persons into whosoever hands the flat may come hereby covenants with the Promoters as follows :

- i. To maintain the flat at the Allottee's own cost in good and tenable condition from the date that of possession of the flat is taken and shall not do or suffer to be done anything in or to the building in which the change/alter or make addition in or to the building in which the flat is situated and the flat itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the flat is situated or storing of which goods is
- iii. Objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the flat is situated, including entrances of the building in which the flat is situated and in case any damage is caused to the building in which the flat is situated or the flat on account of negligence or default of the Allottee is this behalf, the Allottee shall be liable for the consequences of the breach.
- iv. To carry out at his / her / their own cost all internal repairs to the said flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoters to the Allottee and shall not do or suffer to be done anything in or to the building in which the flat is situated or the flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- v. Not to demolish or cause to be demolished the flat or any part thereof nor at any time make or cause to be made any addition or alteration of whatever nature in or to the flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the flat is situated and shall keep the portion, sewers drains and pipes in the flat and the appurtenances thereto in good tenable repair and condition and in particular so as to support shelter and protect the other parts of the building in which the flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the flat without prior written permission of the Promoters and/or the Society or the Limited Company.
- vi. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat in the compound