

AGREEMENT FOR SALE

THIS AGREEMENT is made at Mumbai on this ____ day of _____, 2022

BETWEEN

M/S. INCONEL DEVELOPER & BUILDERS PRIVATE LIMITED, a Company registered under the Indian Companies Act 1913 / Companies Act 1956/ Companies Act 2013, through its Authorized Representative Mr. Kiran Narendra Patkar hereinafter referred to as the "Promoters" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successor/s and assigns) of the ONE PART;

AND

Mr/Mrs/Miss/Messrs _____

Indian Inhabitant(s) residing at _____

OR

a partnership firm registered under the Indian Partnership Act 1932 and carrying on Business at _____

OR

a Company registered under the Indian Companies Act 1913 / Companies Act 1956 / Companies Act 2013 having its registered office at _____ hereinafter referred to as "the Allotee/s" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, in the case of an individual/s, his or her or their heirs, executors, administrators and permitted assigns, and in the case of a Partnership firm, the partners from time to time constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their/his/her permitted assigns and in case of a HUF the members of HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and assigns of such last surviving member of the HUF and in the case of a company or a society or a body corporate, its successors and permitted assigns) of the OTHER PART;

WHEREAS

A. One M/s. Marudhar Enterprises are absolutely seized and possessed of or otherwise well and sufficiently entitled to All that piece and parcel of land together with hereditaments and premises standing thereon being messuage tenement or dwelling house known as "HIRABAI BHUVAN" (previously known as Dattashram) consists of Ground plus 2 upper floors now consists of 3 rd floor, situated at D.V. Deshpande Marg, Shivaji Park Road No.4, Dadar [West], West of Gokhale Road and which plot is admeasuring about 466.94 sq. yards equivalent to 390.47 sq. mtrs. or thereabouts and registered by the Collector of Land Revenue Mumbai Survey No.1579, 1580 and 1481 (pt) and

Cadastral Survey No.1982 of Mahim Division and assessed by Municipal Corporation of Greater Mumbai under G-North, Bldg. no.5, Ward No.4394(1) and 4394 (1A), Street No.754 at Gokhale Road North, Mumbai 400 028, (hereinafter referred to as “the said property”) and more particularly described in the _____ Schedule hereunder written. Herewith attached and marked as **Annexure ____** is the copy of the Property card of the said Property;

B. Under a registered Agreement for Development dated 23/01/2017, between M/s. Marudhar Enterprises as the “Owners” therein and M/S. INCONEL DEVELOPER & BUILDERS PVT. LTD as the “DEVELOPER” therein (the DEVELOPER/Promoter herein), the Owners therein, have granted development rights in respect of the Owner’s right, title and interest in the said property, SUBJECT TO THE TENANCIES mentioned in the Second Schedule thereunder written, to the DEVELOPER therein, on the terms and conditions and for the consideration mentioned therein. The said Agreement for Development dated 23/01/2017 is duly registered with the office of Sub-Registrar of Assurances at Mumbai-3 vide Serial No.BBE-3/471/2017 dated 23/01/2017;(Herewith attached and marked as **Annexure ____** is the copy of the Agreement for Development dated. 23/01/2017)

C. Pursuant to the said Agreement for Development dated 23/01/2017, the Owners M/s. Marudhar Enterprises have also executed a Power of Attorney in favor of the DEVELOPER for doing various acts and duties including the rights to negotiate and settle with the existing Tenants/Occupants occupying the building HIRABAI BHUVAN, for the development of the said property. The said Power of Attorney dated 23/01/2017 is duly registered with the office of Sub-Registrar of Assurances at Mumbai-3 vide Serial No.BBE-3/472/2017 dated 23/01/2017; (Herewith attached and marked as **Annexure ____** is the copy of the said Power of Attorney dated 23/01/2017)

D. After Obtaining the MHADA NOC bearing no. R/NOC/F-2544/5067/MBRRB-19 DATED 10.08.2017_____ from the Competent authority the Promoters submitted the plans for the construction of the Real Estate Project to MCGM and other competent authorities and the Authorities has presently sanctioned the plans for construction for construction of the said building on the portion of the said property and has issued Intimations of Disapproval bearing no. CHE/CTY/5146/G/N/337(NEW)/IOD/1/New dated 09/04/2021 and Commencement Certificate Bearing No.CHE/CTY/5146/G/N/337(NEW)/CC/1/New issued on 07/04/2022. A Copy of **NOC, IOD and CC** are annexed hereto and marked as **Annexures ____, ____ and __** respectively

AND

(Also specify

- (i) Any covenants affecting the said property.
- (ii) Any impediments attached to the said property.
- (iii) Number and Area occupied by Tenants and how they are proposed to be settled so as to have clear possession of the said property.

- (iv) Details of illegal encroachment on the said property.
- (v) Any permission (if any) required from any Government or Authority which affects the title to the property and details of all such required permissions obtained.
- (vi) Details of mortgage or lien or charge on the said property.)

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Promoter has proposed to construct on the project land 1 Building Known as "**Amaresha**", for Free Sale and Rehab under Regulation 33 (7) of the DCPR 2034 for Municipal Corporation of Greater Mumbai having Basement + Ground & 23 Upper floors.

AND WHEREAS the Allottee is offered an Apartment bearing number _____ on the _____ floor, (herein after referred to as the said "Apartment") of the Building called **Amaresha** (herein after referred to as the said "Building") being constructed in the **single phase** of the said project, by the Promoter.

AND WHEREAS The Promoters are desirous of and may acquire rights in respect of adjoining parcels of land/Property to amalgamate the same with the present property as may be determined by them.

AND WHEREAS the Promoters have proposed to construct Rehab flats and the sale flats in a single building consisting of a Residential Tower (hereinafter collectively referred to as "the said Building"). The development of the said Building is proposed as a "real estate project" by the Promoters and the Promoters have registered the same as a 'real estate project' ("the Real Estate Project") with the Real Estate Regulatory Authority ("Authority"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("RERA Rules"). The Authority has duly issued the Certificate of Registration bearing No. _____ dated _____ for the Real Estate Project.. A copy of the aforesaid Certificate of Registration is annexed hereto and marked as **Annexure "___"** hereto. The Promoters have informed the Purchasers that though the entire Real Estate Project is registered under the name " **AMARESHA**", it is only the Residential Tower that shall be named as **AMARESHA**.

AND WHEREAS the Promoters submitted plans for the construction of the Real Estate Project to MCGM and MCGM has presently sanctioned the plans for construction of the said Building on portion of the the said property and has issued Intimations of Disapproval bearing No.CHE/CTY/5146/G/N/337(NEW)/IOD/1/New dated 09/04/2021.

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai, Maharashtra bearing registration no _____; authenticated copy is attached in **Annexure '___'**;

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

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

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

AND WHEREAS the authenticated copies of Certificate of Title dated 19th May 2022 issued by Advocate Trigoon Patwardhan in respect of the said property, authenticated copies of Property card showing the nature of the title of the Promoter to the project land on which the Apartments are to be constructed have been annexed hereto and marked as **Annexure '___'** and **'___'**, respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure '___'**.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure '___'**,

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

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

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

At present total FSI of _____ sq. mtrs. (built up) including fungible FSI has been sanctioned for consumption in the construction and development of the said Real Estate Project i.e. the Residential Tower. The Promoters propose to consume a further FSI of _____ square meters (built up) thus, aggregating to total FSI of _____ square meters (built up) ("Total FSI") in the construction and development of the said Real Estate Project;

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

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No. _____ on _____ floor situated in the building named **Amaresha** being constructed in single phase of the said Project,

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

AND WHEREAS the details of common areas, facilities and amenities of the said Building, which shall be used by all the flat/s purchaser/s or occupants of the Residential Tower of the said Building along with the relevant permissions and approvals are available for inspection on the website of the authority at <https://maharera.mahaonline.gov.in>

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

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

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no.

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

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking(if applicable)

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

1. The Promoter shall construct the said building/s consisting of _____ basement and ground/ stilt, /___ podiums, and _____ upper floors on the project land in accordance with the

plans, designs and specifications as approved by the concerned local authority, i.e. Municipal Corporation of Greater Mumbai, from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

- 1(a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. ____ of the type ____ of carpet area admeasuring _____ sq. metres on ____ floor in the building _____/wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures '____' and '____' for the consideration of Rs. _____ including Rs. _____ being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Covered Car Parking space(s) bearing No(s). ____ situated in the Mechanized Car Parking Tower being constructed in the layout for the consideration of Rs. _____/-

- 1(b) The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus Rs. _____/-

- 1(c) The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs _____ (Rupees _____) as enumerated in Schedule '____' annexed to this Agreement.

- 1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot].

- 1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

- 1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @__ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner. Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.
- 2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- 2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] 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 Promoter as provided in Schedule ' __ ' enumerated herein below. ("Payment Plan").
- 2.3 The Purchaser/s shall make all payments of the Sale Price due and/or payable to the Promoters through an account payee cheque / demand draft / pay order / wire transfer in the Bank Account more particularly mentioned in the _____ Schedule hereunder written ("the said Account") being the account specified for the said Real Estate Project and shall be utilized by the Promoters in accordance with the guidelines and provisions of the RERA Act, 2016 and the

Maharashtra Rules thereunder. In case of any financing arrangement entered by the Purchaser/s with any financial institution with respect to the said Flat, the Purchaser/s undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such amounts towards Sale Price due and payable to the Promoters through an account payee cheque / demand draft / pay order payable at Mumbai in the said Account. Any payments made in favor of any other account other than the said Account shall not be treated as payment towards the Sale Price for the said Flat and shall be construed as a breach on the part of the Purchaser/s, in which event without prejudice to the right of the Promoters to charge interest at the Interest Rate on the amounts due,

2.4 The Promoters shall be entitled to terminate this Agreement and forfeit 2% of the Sale Price which shall be excluding stamp duty, Registration charges, GST and/or any other taxes, brokerage charges (if any) as reasonable, pre-estimated, genuine and agreed liquidated damages and return balance (if any) to the Purchaser/s within 45 (Forty Five) days from the date of such termination of the Agreement. The Purchaser shall be liable to pay the amount of stamp duty, Registration charges, GST and/or any other taxes which are already paid by the Promoters to the Competent Authority or the Promoter shall be entitled to deduct any such amount from the consideration paid by Purchaser.

2.5 The Purchaser/s further agree/s, undertake/sand covenant/s that while making the payment of installments of Sale Price, the Purchaser/s shall deduct tax at source ("TDS") as may be applicable from time to time and deposit the same in the government treasury to the credit of the Permanent Account Number of the Promoters and provide the Promoters with the certificate evidencing such deduction and deposit, within the timelines prescribed under the Income Tax Act, 1961.

2.6 The Purchaser/s authorizes the Promoters 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 Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is _____ square meters only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.
- 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

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

- 5.1 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 Promoter in the said building and the Apartment as are set out in Annexure '___', annexed hereto.

5.2.1 The Allottee(s) acknowledge/s and understand/s that the Mechanized Car Parking Space/s will be provided in "AMARESHA" which shall be in the form of stack or tandem parking or puzzle parking or pit parking or any other form of parking and shall be designed to minimize the area and/or volume required for parking cars. (hereinafter referred to as the "Mechanical Parking"). The Allottee/s is aware that such Mechanical Parking involves or may involve operation of one or more machine/s for parking and removing cars and the same could be time-consuming and the Allottee(s) acknowledge/s that the Allottee/s has no objection to the same. The Allottee/s is aware that the Mechanical Parking may also require a valet system by appointment of qualified drivers and parking operators, for ease of parking and removing of vehicles from the parking slots.

5.2.2 The Allottee/s hereby confirm/s that the Allottee/s has/have no objection to the aforesaid and that the Allottee/s shall not park his/her/their earls at any other place other than the space(s)

specifically designated for the parking of the vehicles of the Allottee(s). The Allottee/s hereby agree/s and undertake/s that the Allottees shall bear the costs and expenses of the maintenance of the Mechanical Parking and also keep such valet parking facility at his/her/their costs for parking or removal of cars from the Mechanical Parking, if provided. The Allottee/s shall not refuse to bear such costs and/or expenses on the ground of non-utilization of the Mechanical Parking or valet parking facility or on any other ground whatsoever and howsoever arising.

5.2.3 The Allottee/s is/are aware that the said Parking Space/s are provided by the Promoters to the Allottee/s with consideration. The Allottee/s will be bound to abide with the rules and regulations as may be framed in regard to the Parking Space/s, by the Promoters and/or the Organization (defined below). The Allottee/s hereby agree/s and undertake/s to pay all outgoings in respect of the Parking Space/s as may be levied by the Promoters and/or the Organization.

5.2.4 The Allottee/s hereby agree/s and confirm/s that the Parking Space/s shall be used for parking of personal light motor vehicles of the Allottee/s only shall be used for lawful purposes only and for no other purpose and that no alteration and/or modification and /or construction of any nature shall be carried out in the Parking Space/s;

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

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

- (i) war, civil commotion or act of God;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The 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 Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter

on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

- 7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy:
- 7.3 Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence/shop for carrying on any industry or business He shall use the garage or parking space only for purpose of keeping or parking vehicle.
9. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- 9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.
- 9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex

body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

- 9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. _____ per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

- 9.4 The Promoters shall be entitled, but not obliged to, join as a member of the Organization in respect of unsold units, if any, in the Real Estate Project.

- 9.5 The Promoters shall sell / allot all Flats, car parking spaces intended to be constructed on the said Property with a view that, ultimately all the purchasers/allottees of units in Residential Tower of the said Building shall be admitted to the Organization as members. It is agreed and clarified that Promoters shall have all the rights and be entitled to sell, allot, transfer, lease, give on leave and license basis and/or otherwise deal with and dispose of the unsold units and unallotted car parking spaces separately and independently and the purchasers/allottees of all the such flats/units, car parking spaces in Residential Tower of the said Building shall be admitted to the Organization.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:-
- (i) Rs. _____ for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
 - (ii) Rs. _____ for formation and registration of the Society or Limited Company/Federation/ Apex body.

- (iii) Rs. _____ for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
 - (iv) Rs. _____ for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
 - (v) Rs. _____ for Deposit towards Water, Electric, and other utility and services connection charges &
 - (vi) Rs. _____ for deposits of electrical receiving and Sub Station provided in Layout
11. The Allottee shall pay to the Promoter a sum of Rs. _____ for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.
13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER
- The Promoter hereby represents and warrants to the Allottee as follows:
- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
 - ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
 - iii. There are no encumbrances 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 competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has

been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
 - vii. The Promoter has not entered 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 [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
 - viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
 - ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common are as of the Structure to the Association of the Allottees;
 - x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-
- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence

or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment 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 Apartment 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 Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

- x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
 - xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
 - xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
 - xiii. Pay to Promoter or Organization, formed as per clause 9 written hereinabove, the proportionate share of Property Tax payable in respect of common areas within the entire layout of the said Property/Building at the rate calculated by Municipal Authorities.
15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 16.1 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.
- 16.2 The Promoters shall have the right to enter into contract with any third party/agency for the purpose of maintenance and upkeep of Said Building including the Real Estate Project and the Common Areas and Amenities of Said Building and Common Areas and Amenities of Said

Building. Such decision shall be final and binding on the Purchaser/s until the execution of the Conveyance and until the contract period of the appointed third party/agency comes to an end, whichever is later. Thereafter, the Organization will undertake the maintenance of the Property of the Organization and every part thereof including the Common Areas and Amenities of the AMARESHA Building, and every part thereof, in the manner as it was handed over save and except normal wear and tear and the Organization shall create and maintain a sinking fund for the purpose of such maintenance.

16.3 It is expressly agreed that the Promoters shall have an irrevocable right and be entitled to put a hoarding on the Real Estate Project and/or Said Building or any parts of including on the terrace and/or on the parapet wall and such hoardings may be illuminated or comprising of neon sign and for that purpose, the Promoters are fully authorized to allow temporary or permanent construction or erection for installation either on the exterior of the Said Building or on Said Building as the case may be and further the Promoters shall be entitled to use and allow third parties to use any part of the Said Building and/or Said Building for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipment's etc. till the execution of the Conveyance and handover of management of Said Building to the Organization. The Purchaser/s agree(s) not to object or dispute the same.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

18. BINDING EFFECT

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

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all

understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

20. RIGHT TO AMEND

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

22. SEVERABILITY

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

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

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

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at .

26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
27. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee: _____

Allottee's Address _____

Notified Email ID: _____

M/s Inconel Developers & Builders Private Limited

Promoter Address _____

Notified Email ID: _____

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

28. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

29. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee. The apartments which are earmarked as ones having availed the benefit of reduced premiums as per Government of Maharashtra GR dated _____, the said charges shall be borne by the Promoter.

30. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW

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

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

THE _____ SCHEDULE ABOVE REFERRED TO

(Description of the said Property)

ALL THAT piece and parcel of land together with hereditaments and premises standing thereon being messuage tenement or dwelling house known as "HIRABAI BHUVAN" (previously known as Dattashram) consists of Ground plus 2 upper floors now consists of 3rd floor, situated at D.V. Deshpande Marg, Shivaji park Road No.4, Dadar [West], West of Gokhale Road and which plot is admeasuring about 466.94 sq. yards equivalent to 390.47 sq. mtrs. or thereabouts and registered by the Collector of land revenue Mumbai Survey No.1579, 1580 and 1481 (pt) and Cadastral Survey No.1982 of Mahim Division and assessed by Municipal Corporation of Greater Mumbai under G-North, Bldg. no.5, Ward No.4394(1) and 4394 (1A), Street No.754 at Gokhale Road North, Mumbai 400 028.

THE _____ SCHEDULE ABOVE REFERRED TO

(Description of the Common Areas and Amenities of the AMARESHA Building to be handed over at the time of completion of the said Building)

- Gymnasium:
- Observation Deck :
- Outdoor sitting :
- Sky Terrace :
- Yoga Deck:

THE _____ SCHEDULE ABOVE REFERRED TO

Title Report Details of the Title Report The Schedule Above Referred to (Description of property) Place:
Datedday of 20..... (Signed) Signature of Attorney-at-Law/Advocate

THE _____ SCHEDULE ABOVE REFERRED TO

Sr. No. Terms/Expressions

1. The said Flat _____ admeasuring about _____ square metres equivalent to approximately _____ square feet carpet area (excluding area of balcony/ies) on the _____ habitable floor of the Residential Tower of the said Building known as " _____".
2. Sale Price Rs. _____/- (Rs. _____ Only)
3. Car Parking _____ number of stack/single parkings in the stilt/basement/podium of the said Building (as may be determined by the Promoters).
4. Appurtenant Area Terrace/balcony measuring about NA square meters _____ equivalent to approximately _____ square feet carpet area.

THE _____ SCHEDULE ABOVE REFERRED TO

(Description of Amenities in the said Flat)

Living & Dining Room

- Vitrified flooring
- Concealed copper wiring
- Modular switches
- TV, Telephone & A.C. points with adequate extra points
- Intercom system

Master Bedroom .

- Vitrified flooring
- Concealed copper wiring
- Modular switches
- TV, Telephone & A.C. points with adequate extra points

All Bedrooms

- Vitrified flooring
- Concealed copper wiring
- Modular switches
- TV, Telephone & A.C. points with adequate extra points

Kitchen

- Vitrified flooring
- Granite platform with stainless steel sink
- Tile dado till lintel level
- Adequate electrical points for kitchen appliances.
- Provision for piped gas connection

Master Toilet

- Well designed Master toilet with anti skid flooring and counter
- Tile Dado till lintel level
- Branded Sanitary ware and CP Fittings
- Provision of electrical points for exhaust and Geyser

All Other Bedroom Toilets+ Powder Toilet (only if applicable to the said Flat)

- Well designed toilets with Vitrified flooring and counter
- Tile Dado till lintel level
- Branded Sanitary ware and CP Fittings
- Provision of electrical points for exhaust and Geyser

Maids Toilet (only if applicable to the said Flat)

- Well designed toilets with Vitrified flooring
- Tile Dado till lintel level
- Provision of electrical points for exhaust and Geyser
- Branded Sanitary ware and CP Fittings

Internal Wall Finish

- Gypsum wall finish with Paint

Door

- Wooden Solid core flush doors with Laminate finish

Window

- Powder coated Aluminum Windows
- Windows with Granite / Marble sills
- Provision for Home Automation

THE _____ SCHEDULE ABOVE REFERRED TO

Sr. No.	Terms and Expression	Meaning
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1.	The said Flat	Flat no. _____ admeasuring about _____ Sq.mtr equivalent to approximately _____ Square feet carpet area on the _____th habitable floor of the Residential tower of the said building known as “_____”
2.	Sale Price	Rs. _____ (In words Rupees _____ Only)
3.	Car Parking	_____ number of stack/single parking in the mechanized parking of the said building (as may be determined by the promoter)
4.	Said Account for the Payment of Sale Price	_____
5.	Name of the Account for Payment of GST	_____
6.	The said date	_____ with the grace period of One year.
7.	Address of the Purchaser for the purpose of this agreement	_____ -
8.	Permanent Account Number of Promoter and Purchaser	Promoters Pan No. _____ Purchasers No. _____
9.	Architects for the Development of the said Property	_____

THE _____ SCHEDULE ABOVE REFERRED TO
(Payment Plan)

Sr. No.	Stage of Work	% of Agreement Value	Agreement Value	GST
		Value		5%
1	On or before Registration	30%		
2	Completion of Plinth	15%		
3	Completion of 2nd Slab	2.00%		
4	Completion of 4th Slab	2.00%		
5	Completion of 6th Slab	2.00%		
6	Completion of 8th Slab	2.00%		
7	Completion of 10th Slab	2.00%		
8	Completion of 12th Slab	2.00%		
9	Completion of 14th Slab	2.00%		
10	Completion of 16th Slab	2.00%		

11	Completion of 18th Slab	2.00%		
12	Completion of 20th Slab	2.00%		
13	Completion of 22th Slab	2.00%		
14	Completion of Top Slab	3.00%		
15	Completion of Brick Work & Internal Plaster of the said Premises	2.00%		
16	Completion of Flooring, Doors & Windows of the said Premises	3.00%		
17	Completion of Staircase, Lift walls and Lobbies of the floor of the said Premises	3.00%		
18	Completion of Sanitary Fittings of the said Premises	2.00%		
19	Completion of External Plaster and Elevation	3.00%		
20	Completion of External Plumbing	2.00%		
21	Completion of Electrical Fittings	3.00%		
22	Completion of Lift Works	7.00%		
23	On Possession	5.00%		
		100%	0.00	0.00

Agreement

Value

GST

Stamp Duty

Registration

Total Value

Each of such installments shall be paid by the Purchaser/s within a period of 7 (seven) days from the date of intimation by the Promoters. Time for payment of each installment is the essence of the contract.

THE _____ SCHEDULE ABOVE REFERRED TO
(The amounts to be paid by the Purchaser/s in accordance with this Agreement)

a) One-time Non Refundable amounts to be paid on Possession

Particulars
Legal Charges

Amount in Rs.
50000

Share Money	700
Formation of Organization	25000
Electric connection charges and expenses	60000
Mahanagar Piped Gas connection charges and expenses	10000
Infrastructure Charges	_____

* GST payable as applicable *

b) Maintenance deposit @ Rs. 20/- psf on carpet area for 18 months plus GST @ 18% shall be payable at the time of possession. The amounts shall be transferred to the Organization when formed without any interest.

Particulars	Amount in Rs.
Maintenance deposit	_____

c) Corpus Fund @ Rs. _____/- per sq. m. on carpet area shall be payable at the time of possession. The amounts shall be transferred to the Organisation when formed without interest. The expenses for the Common Areas and Amenities shall be carried out from the interest accrued on these amounts. In event of shortfall of amounts to meet such expenses, the same shall be carried out from the principal amount without any recourse to the Purchaser/s.

Particulars	Amount in Rs.
Corpus fund	_____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers) (1) (2) At on

in the presence of WITNESSES:

1. Name Signature _____

2. Name Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) (Authorized Signatory)

(2) (Authorized Signatory)

in the presence of WITNESSES:

1. Name Signature _____

2. Name Signature _____