

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** (hereinafter “**this Agreement**”) made at Thane this \_\_\_\_\_ day of \_\_\_\_\_ 2023;

**BY AND BETWEEN**

**M/s. RAJSHILA CONSTRUCTION LLP**, a Limited Liability Partnership, having Registration No.(LLPIN) AAU-7370, duly registered under the provisions of the Limited Liability Partnerships Act, 2008 having its registered address at 202, Rahul Mittal Industrial Estate, Andheri (East) Mumbai 400 059, having PAN No. \_\_\_\_\_ hereinafter referred to as “**Promoter**” represented herein by its Designated Partner/Authorized Signatory Mr. \_\_\_\_\_, Aadhar No. \_\_\_\_\_, authorized vide Board Resolution/Power of Attorney dated \_\_\_\_\_) (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **FIRST PART**;

**AND**

“The Allottee” the details whereof are more particularly provided in **Annexure “A1”** hereto as the party of the **SECOND PART**.

The Promoter and the Allottee/s are hereinafter collectively referred to as “**Parties**” and individually as “**Party**”.

**WHEREAS:**

- A. In view of the Thane Town Planning Scheme No.1 (Final) coming into force as notified in the Maharashtra Government Gazette dated 31<sup>st</sup> January 1985, the Promoter in its own right was allotted in lieu of its former holdings, and accordingly became owner of Final Plot Nos.410 and 412 admeasuring 10525.41 sq.mtrs. and 10,685.1 sq.mtrs. respectively, both contiguous plots, both lying being and situate at Dr. Almeida Road, Village Panchpakhadi, Tal. & District Thane 400601, within the limits of the Municipal Corporation of City of Thane (which

property is hereinafter referred to as “**said Larger Property**”). The said Larger Property is more particularly described in the **First Schedule of Property** hereunder written, hatched pattern and bounded by \_\_\_\_\_ /Thick Lines on the plan annexed as **Annexure B**.

- B. Pursuant to a Scheme to develop the said Larger Property, the Promoter from time to time got building plans for construction of multiple residential and commercial building(s) sanctioned on portions of the said Larger Property and vide various Development Agreements duly registered with the Sub Registrar of Assurances at Thane authorised and permitted interested developers to construct the said buildings in terms of the plans so got sanctioned by the Promoter, to the extent as got sanctioned and approved by the Promoter, and authorised such developers to sell the premises in the buildings so constructed by them on own account to third parties, and to receive and appropriate the proceeds thereof to themselves.
- C. Accordingly, in terms of the approval obtained by the Promoter from the Municipal Corporation of the City of Thane (“TMC”), using a portion of the Building Potential (including TDR) of the said Larger Property, and also using and utilising the compensatory construction becoming available on handover and development of the Amenity Space admeasuring 1019.23 sq.mtrs. out of Final Plot No.412 various developers under the authority of the Promoter over a period of years constructed on portions of the said Larger Property buildings bearing the nomenclature B-B1-B2, A1-A2-R1-R2, and D-1 (also known as Harmony), D-2 (also known as Ambience) and E (also known as Prestige Precinct) and Row Houses R3- R4 & R5 all of which buildings form part of a project known as **PRESTIGE GARDENS PHASE-I**, (“**Phase-I**”) and TMC has issued occupation certificates in respect of the said buildings. The Promoter has also after obtaining necessary approvals for the same, constructed on portions of the Larger Property a structure comprising multiple garages for car parking (“**Garage Building**”). The various buildings (including the Garage Building)

constructed on the said Larger Property are all also shown on the plan annexed as **ANNEXURE B**. Hence, the consumed FSI for above mentioned structures is 18,944.61 sq. meters (hereinafter collectively referred to as “**the Utilised Potential**”), All building and structures including Phase-I, Phase II (hereinafter referred to) constructed /to be constructed on and forming part of the said Property are hereinafter referred to as the “**Complex**”.

- D. The Promoter now desires to utilise portions of the balance potential of the said Larger Property, (i.e. the total construction permissible on account of the said Larger Property, less the Utilised Potential) and develop, construct and erect a residential building known as “Belicia” along with Club House/Fitness Center & ancillary structures on all that piece and parcel of land admeasuring approximately 4,373.64 square meters along with exclusive Recreation Garden admeasuring 2,089.59 sq mtrs. in all aggregating to 6463.23 sq. mtrs. (which shall be the plot area for the purposes of the said Act) situated on portions of Final Plots Nos. 410 and 412 and shown by hatched pattern and bounded by thick lines on the plan annexed hereto and marked as **Annexure B** (more particularly described in the **Second Schedule** hereunder written, and hereinafter referred to as “**the said Property**”). It is hereby clarified that the Club House/Fitness Center shall be constructed on the top podium level of the Phase-II building.
- E. The Promoter has obtained requisite sanctions, authorizations, consents, no objections, permissions and approvals from the appropriate authorities for construction and development of the Project vide Construction Commencement Certificate (vide No. S2T/0035/17T/TMC/TDD/4126/22 dated 11<sup>th</sup> July 2022 issued by the Thane Municipal Corporation (hereinafter referred to as the “**Sanctioned Plans**”). A copy of the Construction Commencement Certificate dated 11<sup>th</sup> July 2022 are annexed herewith and collectively referred to as **Annexure A Colly**.

- F. The Promoter has further represented that said Property presently has an access abutting 80' wide Almeida Road on the South and also has access from 40' wide road on north side of the said Property.
- G. The Promoter has formulated a scheme for the development of the said Property by constructing a residential building named BELICIA , being 1 (one) Tower consisting of single basement, stilt / ground plus 5 (five) podium floors including 1 (one) amenity floor plus 48 (forty-eight) upper residential floors and one terrace amenity floor (hereinafter referred to as **“the said Building”**) built with the Specifications as provided under **Annexure H** along with certain common amenities and access to certain Facilities as a part of the said Project, as detailed in the list annexed hereto as **Annexure G** attached hereto. The Promoter currently has approval of upto 14<sup>th</sup> upper residential floors and shall be obtaining further approvals till 48<sup>th</sup> upper residential floors and one terrace amenity floor in due course. The Promoter has identified the above described said Building to be constructed on said Property (along with specifications provided under **Annexure H hereto** and common amenities and access to facilities listed in Annexure G hereto) to be a separate standalone Real Estate Project under the provisions of the Applicable Laws (hereinafter referred to as **“the said Project/Phase-II”**). An authenticated copy of the RERA Registration Certificate is attached hereto as **Annexure E**. The Promoter affirms and states that the rights, obligations and interests created under this Agreement are restricted only to the said Project.
- H. The principal and material aspects of the development of the said Project as envisaged by the Promoter are as under, viz.
- i. The said Project is being developed by the Promoters as part of the Scheme for development of the Larger Property,

- ii. Total FSI of approximately 45,350 square meters (whether in the nature of FSI, TDR, Premium FSI or any other manner of benefit of construction) is proposed to be utilized in the said Project,
- iii. The Allottee/s has/have perused a copy of the Layout (Annexure “-B”), which disclose(s) the location of the existing buildings on the Larger Property as also part of the Project,
- iv. The Allottee/s and the acquirers of premises in Phase-II/the said Project and allottees of Phase-I building would have, use and derive access to the said Project through and over the portions shown on the lay-out annexed hereto as Annexure “-B”,
- v. The Promoter would, if and to the extent as required by statutory approvals, hand over portion of the Larger Property to the concerned authorities or develop the same as public amenity. The balance of the Larger Property after handing over the portion of the Larger Property as aforesaid, if any, to the TMC or statutory authority and/or developing as a public amenity only would be available for transfer to the Apex Body in terms as provided herein; a portion of the Larger Property has been leased to MSEDCL, which has provided a Sub-station thereon,
- vi. The Promoter proposes to form an Apex Society comprising of the buildings already constructed on the said Larger Property along with the Society/Association of the said Building; the Promoter further proposes that having regard to the nature of the rights of the allottees of premises in Prestige Gardens Phase-I and the nature of the rights of the allottees of premises in BELICIA, for which a different society will be formed and which will be a part of the Apex Society.
- vii. Notwithstanding what is stated above, the Larger Property are (and shall always be) partible only with the prior written consent of the

Promoter and while the Promoter would within the period prescribed by Applicable Laws, grant a conveyance of the structure of the Building comprised in the said Project, the Larger Property (after excluding the portions handed over and/or liable to be handed over to various authorities, and subject to the lease in favour of MSEDCL as disclosed hereinabove) would be transferred to the Apex Society, providing therein so far as may be for the separate rights of the various members of the Apex Society, in such manner as to secure to the members of the Phase-I and Phase-II independence in the maintenance and management of the portions respectively relatable to them, including payment of taxes and outgoings, and use, occupation and enjoyment; the Society formed by the allottees of premises in the said Project would not be entitled to partition or any separate conveyance of any portion of the Larger Property, and shall only be entitled to the Larger Property as a member of and under the Apex Society formed in respect of the Larger Property; and

viii. The Promoter would be entitled and will be using and utilizing the unutilized portions of the rights and benefits in respect of the Larger Property on other portions of the Larger Property or in such manner as may be permitted.

- I. The principal and material aspects of the development of the Project as registered with MahaRERA is briefly as under, viz.
  - i. The said Building is to comprise of single basement, ground (stilt), five-level podiums including amenity podium, \_\_\_ residential floors and terrace amenity floor,
  - ii. Total FSI/benefit of construction to the extent of 45,350 sq.mtrs. permissible on the Larger Property is proposed to be utilised on the said Project,

- iii. The above details along with the annexures to the RERA Certificate are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>
- J. The Promoter has conveyed to the Allottee/s that the Societies formed in respect of Harmony, A-1 and A-2 constructed as part of Prestige Gardens Phase-I have obtained a Deemed Conveyance of the structure of their respective buildings. The Allottee/s hereby acknowledges that the Promoter has offered to execute conveyance of the structure of the buildings known as Ambience and B-B1-B2 in the said Prestige Gardens Phase-I in favour of the respective Societies, however, the respective societies have not so far acted on the same/taken any steps to obtain conveyance of the said buildings.
- K. The Promoter shall ensure that the construction of the said Building is in accordance with the said sanctioned /proposed plans; The authenticated copies of the approvals including the current CC of the said Building, are collectively annexed hereto as **Annexure A colly.**
- L. The Promoter has represented that there is an existing charge created in favour of Tata Capital Financial Services Ltd. and Tata Capital Housing Finance Ltd. for securing monies advanced by them for the development of the said Property. The Promoter undertakes to release the said charge against the said Apartment by obtaining appropriate No Objection certificate prior to the registration of this Agreement.
- M. For the purpose of this Agreement, “**Applicable Laws**” means and includes the Real Estate (Regulation and Development) Act, 2016 and the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosure on website) Rule, 2017 and regulations made thereunder (hereinafter referred to “**said Act**”), the Development Control Regulations for Thane Municipal Corporation as amended from time to time (“**DC Regulations**”) and any applicable Central, State or

local law(s), statute(s), ordinance(s), rule(s), regulation(s), notification(s), order(s), bye-laws, etc. including amendment(s) /modifications thereto, any government notifications, circulars, office order, directives, etc. or any government notifications, circulars, directives, order, direction etc. in effect on the date of this Agreement;

- N. The Promoter is entitled to allot and sell apartments, and covered parking spaces in the said Building by the name BELICIA being constructed on the Said Property for residential use.
- O. The title describing the Promoters right and title to construct, market and sell Apartments in the said Project has been certified, as per the certificate of title, authenticated copy of which is annexed hereto as **Annexure D**. The Allottee/s is/are fully satisfied with the title of the Promoter and hereby accepts the same and agrees not to raise further any other requisition or objection to the same. The authenticated copy of the P.R. Card is annexed hereto as **Annexure E**;
- P. The Allottee/s hereby declares/declare and confirms/confirm that it has entered into this Agreement, after having investigated and after being fully satisfied and after taking legal advice and reading and having understood the contents of all clauses of this Agreement, other documents, approvals and permissions, writings and all disclosures made by the Promoter to the Allottee/s and with full knowledge and information thereof, and subject to the terms and conditions imposed or which may hereafter be imposed by Authority and all other concerned government bodies and authorities and also subject to the Promoter's rights to make the necessary amendments, variations, modifications and/or changes therein and their right to use entire, balance and additional/future FSI and/or TDR, if any, available or made available in future with respect to the said Larger Property without affecting the said Building.

- Q. The Allottee/s further confirm/s that the Allottee/s has/have also acquainted themselves with the Scheme of development of the Larger Property as disclosed in Recital Clause I, and confirm their acceptance to the same.
- R. The Promoter and the Allottee/s have agreed to enter into this Agreement for Apartment No. \_\_\_\_\_, admeasuring \_\_\_\_\_sq. mtrs. equivalent to \_\_\_\_\_sq. ft. (RERA carpet area), along with Exclusive Area being Deck and/or enclosed Balcony admeasuring \_\_\_\_\_sq. mtrs. equivalent to \_\_\_\_\_sq. ft. on the \_\_\_\_\_ floor of the said Building named \_\_\_\_\_ along with the benefit/right to use, \_\_\_ Surface Carpark(s) / \_\_\_ Tandem Car park(s) (being car parks one behind the other). \_\_\_\_\_ Mechanised Car Park(s) (being 1 upper and 1 lower stack) (hereinafter referred to as “**the said Parking Spaces**”) for the Total Consideration and on the terms and conditions hereinafter appearing. The Floor Plan of the said Apartment is annexed hereto as **Annexure C**.

For the purposes of this Agreement (i) "Carpet Area" means the net usable floor area of the said 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/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the said Apartment and (ii) “Exclusive Areas” means exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s and other areas appurtenant to the said Apartment for exclusive use of the Allottee/s;

In furtherance to the above definition of Carpet Area, the Carpet Area shall include paliwalls of toilet.

In furtherance to the above, the tiles/ marble will be used in the said Apartment, there may be some natural imperfections, variations including shades variations, which someone may view as 'defect' However, these imperfections/variations are natural and normal in tiles.

- S. The Promoter shall allot the said Parking Space to the Allottee/s for exclusive usage in accordance with this Agreement. The Allottee/s agree(s) and acknowledge(s) that, the said Parking Space so allotted by the Promoter shall be binding on the Allottee/s. The Allottee/s hereby agree(s) and confirm(s) that the Promoter shall be entitled to allot for usage all other parking space in accordance with the Applicable Laws.
- T. 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.
- U. The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the said Building and the Promoter accept the professional supervision of the Architect and the structural Engineer till the completion of the said Building.
- V. The Promoter in its right as owner of the said Property has sole and exclusive right to sell the Apartments, and allot said Parking Spaces in the said Building and to enter into agreement/s with the Allottee/s and to receive sale consideration in respect thereof;
- W. On demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the said Property and the plans, designs and specifications prepared by the Promoters' Architect M/s. SAAKAAR ARCHITECTS and of such other documents as are specified under the said Act and the Rules and Regulations made thereunder.

**PROMOTER**

**ALLOTTEE/S**

- X. The Promoter has appointed **ETERNIA DEVELOPERS LLP** (“**Development Manager**”) as its development manager for, amongst others, managing, supervising and marketing the said Project in terms of the Development Management Agreement dated \_\_\_\_\_ executed between the Promoter and Development Manager. Development Manager shall associate its Brand Name (as defined hereinbelow) with the said Project.
- Y. Authenticated copies of the following documents are annexed to this Agreement:
- (i) Approval and current CC of said Building (Annexure A colly.)
  - (ii) Plan of said Property and access road to the said Larger Property and existing buildings (Annexure B)
  - (iii) Floor Plan (Annexure C)
  - (iv) Title Certificate (Annexure D)
  - (v) PR Card (Annexure E)
  - (vi) RERA Registration Certificate (Annexure F)
  - (vii) Description of Common areas, Facilities and Amenities (Annexure G)
  - (ix) List of Specifications, fixtures and fittings in respect of the said Apartment (Annexure H).
  - (x) Undertaking to be executed by Allottee/s before claiming/taking possession of the said Apartment. (Annexure I)
- Z. 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 condition appearing hereinafter.

- AA. Prior to the execution of these presents, the Allottee/s has paid to the Promoter a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), being the Booking Amount i.e. 10% of the Total Consideration for the said Apartment as advance payment or Booking Amount (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Promoter the balance of the Total Consideration in the manner hereinafter appearing;
- BB Under Section 13 of the said Act, the Promoter is required to execute a written Agreement for Sale of said Apartment to the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908;
- CC. The Promoters herein shall be represented by their duly Constituted Attorney Mr./Ms. \_\_\_\_\_ to admit, sign and lodge this Agreement for Sale duly executed by him/her.
- DD. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter and the Allottee/s hereby agree to enter into this Agreement with respect to the said Apartment and the said Parking Space (if applicable);

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

—

1. **CONSTRUCTION**

**PROMOTER**

**ALLOTTEE/S**

The Promoter shall construct the said Building, on the said Property in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that, the Promoter shall obtain prior written consent of the Allottee in respect of variations or modifications which may adversely affect the said Apartment except any alteration or addition required by any government authorities or due to change in law.

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

2. **DESCRIPTION OF SAID APARTMENT, SAID PARKING SPACE AND COMMON AREAS AND FACILITIES & TOTAL CONSIDERATION.**

The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s Apartment No. \_\_\_\_\_, admeasuring \_\_\_\_\_ sq. mtrs. equivalent to \_\_\_\_\_ sq. ft. (carpet area), along Exclusive Area being Deck and/or enclosed Balcony admeasuring \_\_\_\_\_ sq. mtrs. equivalent to \_\_\_\_\_ sq. ft. on the \_\_\_\_\_ floor of the said Building known as \_\_\_\_\_ (hereinafter referred to as the “**said Apartment**”) which is more particularly described in the **Third Schedule** hereunder written and as shown in the Floor plan thereof hereto annexed as **Annexure C** along with the benefit/right to use said Parking Spaces viz. \_\_\_ Surface Car Park(s) / \_\_\_ Tandem Car Park(s) (being car parks one behind the other) / \_\_\_ Mechanised Car Park(s) (being 1 upper and 1 lower stack), for the consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (hereinafter referred to as “**Total Consideration**”) and more particularly described in Clause 4 hereinbelow) including the proportionate price of the common areas and facilities appurtenant to the said Apartment, the

**PROMOTER**

**ALLOTTEE/S**

nature, extent and description of the common areas and facilities which are more particularly described in the **Annexure G** annexed herewith.

### 3. **VARIATION IN AREA**

The Allottee/s confirm/s that he/she/they/it has/have agreed that–

The Promoter shall be entitled to make variations, alterations, amendments or deletions in the plan approved by the concerned authority, however, the Promoter shall obtain the prior consent of the flat/premise purchasers if such variations, alterations, amendments or deletion in the approved plan will adversely affect the area of the premises of the Allottee/s.

The Promoter shall be entitled to make any variations, alterations, amendments or deletions to or in the scheme of development of the said Property, relocate/ realign service and utility connections and lines, open spaces, parking spaces, recreation areas and all or any other areas, amenities and facilities, without adversely affecting the actual area of the said amenities and facilities as the Promoter may deem fit in its sole discretion or if the same is required by the concerned authority. The Total Consideration as mentioned in “**Annexure “J”**” to be paid by the Allottee/s has been calculated inter alia on the basis that the Allottee/s have granted their consent to make any such variations, alterations, amendments or deletions. In the event that the Allottee/s withdraw their consent or in the event the validity of the same is challenged, then the amount of consideration under **Annexure “J”** shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure suffered by the Promoter due to such consent not being granted to the Promoter.

All internal dimensions for carpet area are from unfinished wall surfaces. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said 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 under RERA read with the rules and regulations made thereunder, 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 (2) of this Agreement. The Parties shall adjust the decreased or increased consideration from the Total Consideration payable by the Allottee to the Promoter. Any delay or default by the Allottee for payment of additional amount within the time stipulated in the demand notice issued in that behalf, shall attract interest as provided in Clause 6 below.

**4. TOTAL CONSIDERATION, PAYMENT SCHEDULE, MANNER OF PAYMENT & TAXES:**

- 4.1 The Allottee/s has paid on or before execution of this Agreement a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as booking/token amount. The Allottee/s accepts, consents and confirms to the Payment Schedule annexed hereto as **Annexure J**.

The consideration amount(s) payable by the Allottee(s) shall be subject to deduction of TDS as applicable and GST and/or other statutory dues, taxes, cesses etc. as applicable.

Note: In the event, the Promoter offers possession of the said Apartment on any date earlier from above mentioned scheduled dates then the Allottee/s shall be obliged to take possession of the said Apartment by

**PROMOTER**

**ALLOTTEE/S**

making full payment of balance consideration subject to the Promoter giving 2 months prior notice of possession to the Allottee/s.

- 4.2 The Total Consideration above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Cess, GST and any other tax/es which may be levied, in connection with the construction of and carrying out the Project) up to the date of handing over the possession of the said Apartment. Cess, GST and other tax/es (as may be applicable) shall be invoiced and collected separately on each demand letter by the Promoter.
- 4.3 The Allottee/s shall, wherever he/she/they have deducted tax at source (“TDS”) from the Total Consideration, pay the same to the government within the prescribed time and deliver the relevant TDS certificate challans, receipts and other relevant documents, relating to each payment to the Promoter as the provisions of the Income-tax Act, 1961 and the rules made thereunder.
- 4.4 The Total Consideration 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/s 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/s, which shall only be applicable on subsequent payments.
- 4.5 The Allottee/s shall pay all other amounts and moneys becoming due and payable as per the terms and conditions of this Agreement on their respective due dates without fail and without any delay or default as time in respect of the said payments is of the essence of the contract. The

Promoter will forward to the Allottee/s intimation of the Promoter having carried out the aforesaid work to the E-mail ID and at the address given by the Allottee/s under this Agreement and the Allottee/s will be bound to pay the amount of instalments as per such intimation by e-mail or by courier at the address of the Allottee/s as given in these presents. An intimation forwarded by the Promoter to the Allottee that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is commenced or completed. The Allottee/s accepts, consents and confirms to the payment schedule annexed hereto as Annexure J. The Allottee/s further consents that this is a high rise building based on which the above payment schedule has been prepared and the total consideration has been arrived at basis this payment schedule. In the event that the Allottee/s withdraw their consent or in the event the validity of the consents or the time and manner of payment of instalments of the consideration is challenged, then the amount of total consideration shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure suffered by the Promoter due to such consent not being granted to the Promoter.

- 4.6 The Allottee/s hereby confirm/s that, from the date of entering into this Agreement, it shall be the obligation of the Allottee/s to bear and pay any additional statutory/ governmental development charges for layout conditions and fulfilment thereof and the same shall be borne and paid by the Allottee/s alongwith the other Allottee/s in the said Building and the Promoter shall not be responsible or liable to bear the same.
- 4.7 The Allottee/s shall be liable to bear the GST and/or any other tax/es, charge/s, levies, duties, cesses, etc., whether applicable/payable now or which may hereafter be levied and become payable (including in respect of any transfer contemplated under this Agreement), to the government / semi-government authorities and all authorities, including central government, state government, TMC etc. arising from and/or in relation

to the allotment/sale of the said Apartment by the Promoter to the Allottee/s, and the Promoter shall not be liable to bear or pay the same or any part thereof. The Allottee/s shall also be liable to pay along with the Total Consideration, Other Charges plus applicable GST, statutory levies at present and or in future, at the time of taking delivery of the possession of the said Apartment, as mentioned in Clause 5 hereinbelow.

- 4.8 The amount/s paid by the Allottee/s to the Promoter shall be appropriated firstly towards interest payable for all outstanding instalments towards consideration in respect of the said Apartment, cheque bounce charges, if any, then towards any administrative expenses and lastly towards consideration/outstanding dues in respect of the said Apartment. The Allottee/s 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/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 4.9 All payments to be made by the Purchaser/s under this Agreement shall be by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of “**RAJSHILA CONSTRUCTION LLP**”.

5. **OTHER CHARGES**

- 5.1 The Allottee/s shall on or before delivery of possession of the said Apartment, pay to Promoter the following amounts (plus applicable GST, statutory levies at present and or in future, at the time of taking delivery of the possession of the said Apartment):-

- (a) **LEGAL CHARGES FOR FORMATION OF SOCIETY:**

Rs \_\_\_\_\_ /-

towards Legal costs, charges and expenses including for the preparation of all necessary documents for registration.

(b) **SHARE MONEY:**

Rs. 500/- (for Individual), Rs. 1000/- (for Company) towards share money and Rs. 100/- application entrance fee of the Society.

(c) **DEPOSIT:**

- (i) The Allottee/s shall pay Rs. \_\_\_\_\_ /- to the Promoter as a Deposit for the said Building at the time of handing over possession of the said Apartment to the Allottee/s. The Deposit shall be utilized by the Promoter to be paid to the concerned authorities/private companies towards supply of water, electricity, gas, telephone connection or any other service connection in relation to the said Project, maintenance charges, share application money, to meet part of the future maintenance of the said Property and for the purpose of maintenance and upkeep of recreation areas and other facilities meeting contingencies including but not limited to maintenance or capital expenditure incurred in the future by the said Society and other expenses in respect of the said Project and no interest will be payable on aforesaid Deposit. The Promoter shall transfer the Deposit and balance thereof, without any interest (after deducting therefrom of arrears of taxes and expenses, if any) to the said Society (upon the formation thereof and transfer of management to the said society) on completion of Initial Maintenance Period as mentioned in Clause (d) hereinbelow. It is agreed that the Promoter is not liable to pay any interest on the aforesaid Deposit. The Promoter shall not be required to render the account of such deposits except as mandated by the Act, and

then only to the said Society and not at any time, individually to the Allottee/s.

- (ii) The said Society when formed may, owing to increase in maintenance costs or due to any other reason whatsoever, decide to enhance the Deposit and such increased amount will be paid by the Allottee/s to the Society directly. The Allottee/s understands the importance of the deposit amount as the same is required towards inter-alia deposits to be paid to the concerned authorities/private companies towards supply of water, electricity, gas, telephone connection or any other service connection in relation to the said Project, maintenance charges, to meet part of the future maintenance of said Property and for the purpose of maintenance and upkeep of recreation areas and other facilities and other expenses in respect of the said Project, meeting contingencies including but not limited to maintenance or capital expenditure incurred in the future by the said Society. The said Society shall utilise the aforesaid amounts/deposits only for the purposes for which the same are collected.
- (iii) It is hereby expressly clarified, agreed and understood that in the event of there being any increase in the amounts mentioned hereinabove in respect of the Deposit including by way of increase in maintenance charges, etc, and/or any other amounts/deposits which are not referred to therein become payable by the Allottee in respect of the Deposit for any reason including in respect of increase in charges for upkeep of recreation and other facilities or for the efflux of time, then the Allottee/s shall be liable to bear and pay the same within 30 (thirty) days from receipt of the Promoter's/said Society's written intimation in this regard.
- (iv) It is clarified that the said Deposit is not by way of consideration for acquiring the said Apartment by the Allottee/s and/or for any

purported or alleged right or interest created on the said Property but for the purpose of inter-alia payment for future maintenance in respect of the said Property. The Allottee/s declare and confirm that the payment of the Deposit as stated hereinabove is over and above the Total Consideration and also various deposits and charges agreed to be paid by the Allottee/s and the said amounts shall not be set off or adjusted against any other amount or amounts in any manner whatsoever. It is however agreed that this amount is on ad hoc basis and the Allottee/s shall be responsible to make good all short falls, as and when demanded by the Promoter.

(d) **ADHOC MAINTENANCE CHARGES:**

- (i) **Common Area Maintenance Charge:** The Allottee/s agrees to pay an amount of Rs. \_\_\_ / to be utilized for a period of 18 (Eighteen) months (“**Initial Maintenance Period**”) from the date of Occupation Certificate for the said Building, in advance at the time of taking delivery of the possession of the said Apartment. The advance maintenance fee charges agreed under this clause is the subsidized rate offered to the Allottee/s, for the maintenance of the common areas, undertaken by the Promoter and may be subject to change at a future date by the Promoter and/or in case the maintenance is handed over to their nominated Facility Management Company, the said Society or one of their deputed agencies. The Maintenance fee shall cover housekeeping services for the common areas, security arrangement for the premises, diesel generator operation and maintenance, STP operation and maintenance, common area electricity bills, garbage disposal, sump/overhead tank cleaning charges and administration/supervisory expenses.
- (ii) The above mentioned amount shall be paid/become payable, by the Allottee/s on the date when the Promoter communicates their

readiness to handover possession of the said Apartment, irrespective of whether the possession is taken over by the Allottee/s.

**(e) INFRASTRUCTURE AND DEVELOPMENT CHARGES:**

Rs \_\_\_\_\_/- towards Development Charges. The Allottee/s shall be eligible for a Club membership in the Club House facilities constructed by the Promoter. The Allottee/s hereby agrees and confirms that the membership of the Club House is a right available to the Allottee/s along with the ownership of the Apartment and shall be transferred along with the transfer or sale of the Apartment by the Allottee/s to a third party. The Allottee/s hereby agrees and confirms to abide and comply at all times with the terms of the membership of the Club House. The usage of the Club House is limited to the Allottee/s and his family members only including any licensee of the Apartment.

Provided however, the Allottee/s shall also be liable to pay for club house usage on a monthly basis for its usage, maintenance and operation charges regularly to the Promoter or to the Society of the Allottee/s, as the case maybe.

- 5.2 The aforesaid amounts mentioned hereinabove shall be utilised by the Promoter to meet the expenses as mentioned therein and no interest will be payable on aforesaid amounts.

**6. INTEREST**

The Allottee/s, in case of delay or default in payment of any of the amounts payable hereunder, shall be liable to pay to the Promoter monthly interest on amount due at 2% (two percent) above the then

existing Highest SBI MCLR (State Bank of India – Marginal Cost of Lending Rate) per annum or (ii) such other rate of interest as may be prescribed under the Act/ Rules /Applicable Laws (“**Interest**”) from the date they fall due till the date of receipt/realization of payment by the Promoter.

## **7. FLOOR SPACE INDEX**

7.1 The Promoter has disclosed the Floor space Index of 45,350 sq. mtrs to be utilized by it on the said Property in the said Project and Allottee/s has agreed to purchase the said Apartment based on the proposed construction to be carried out by the Promoter by utilizing the said FSI and any proposed FSI on the understanding that the entire FSI shall belong to Promoter only.

7.2 The Promoter shall always have a right to get the benefit of balance FSI (remaining pursuant to construction of the said Project on the said Larger Property) or any additional F.S.I., Ancillary or fungible F.S.I., any additional development rights that they may be entitled to in future for construction on the said Larger Property including the Layout from TMC, amend Layout and also to put up additional structures / Building and/or put up additional floors on any of the existing buildings on the Larger Property and/or otherwise deal with the same in such manner as may be permitted by the TMC and other competent authorities or as may be competent in law and the Allottee confirms that he/she shall not raise any objection to the same; such structures / buildings will be the sole property of the Promoter alone and the Allottee/s shall not be entitled to raise any objection or claim any abatement in the price of the said Apartment agreed to be acquired by it.

## **8. DEFAULT BY EITHER PARTY**

**PROMOTER**

**ALLOTTEE/S**

8.1 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 date specified in Clause [•] herein, then the Promoter shall, subject to what is stated in Clause 9 hereunder, be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest as specified in RERA Rules from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. If the Promoter fails to abide by the time schedule for completing the Project and handing over the Apartment to the Allottee, the Promoter agrees, subject to what has been stated in Clause 9 hereunder, to pay to the Allottee, who does not intend to withdraw from the Project, interest as specified in the RERA Rules, 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 payments 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 till the date of actual payment.

8.2 Without prejudice to right of Promoter to charge Interest in terms of Clause 6 hereinabove on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s 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/s committing three defaults of payment of instalments, the Promoter shall at its own option, be entitled to terminate this Agreement;

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the last address provided by the Allottee/s and mail at the email address provided by the Allottee/s, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s 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 and in such event the Promoter shall be entitled to forfeit the Booking Amount, i.e. \_\_\_% of the Total Consideration out of the total amounts paid by the Allottee/s till the date of such termination and refund the balance amounts to the Allottee/s within 30 days of such termination as per Applicable Law.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of Booking Amount or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of Total Consideration of the said Apartment which may till then have been paid by the Allottee/s to the Promoter, which the Allottee/s shall receive in full settlement. It is expressly clarified that the Promoter shall owe no liability on account of amounts which the Allottee may have incurred in or about the transaction, including interest, GST or any other tax, cess or levy as also stamp duty, registration charges and brokerage (if any), and the same shall be to the account of the Allottee, (The Allottee may however, if otherwise entitled in law, obtain refund of such amounts from the concerned authorities, and the Promoter shall, so far as reasonably feasible, and without exposing itself to any cost or liability, make available to the Allottee any document, record or writing required for the purpose). The Allottee/s agree/s and acknowledge/s that the Promoter shall be liable to handover the refund cheque/DD only upon the Allottee/s executing and registering all necessary documents including registered Cancellation Deed for the said Apartment as may be required by the Promoter under Applicable Laws. It is agreed that upon refund of the said amount, the Allottee/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoter or in respect of the said Apartment and/or said Building or Said Property in any manner whatsoever and the Promoter shall be entitled to deal with and dispose

of the said Apartment to any person or party as the Promoter may desire. Without prejudice to the aforesaid, upon termination of this Agreement as aforesaid, the Promoter shall also be entitled to file a declaration with respect to termination and cancellation of the Agreement before the Sub-Registrar. Further in such event, if the Society is formed in respect of the said Building, and the Allottee has been admitted as a member of the Society then in such case the Allottee shall also tender resignation as member of the Society, and surrender the Share Certificate.

- 8.3 The Promoter shall in respect of any amount remaining unpaid by the Allottee/s under the terms and conditions of this Agreement shall have a first lien and charge on the said Apartment agreed to be purchased by the Allottee/s.
- 8.4 However, it is agreed between the Parties hereto that, in the event if Allottee/s requests to the Promoter to cancel this Agreement for any reason whatsoever then the Promoter may at its sole discretion accept the request of the Allottee/s for cancellation of this Agreement and the Allottee/s shall be liable to pay \_\_\_% of the total consideration for purchase of the said Apartment to the Promoter as liquidated damages. Inter alia, the Promoter shall be entitled to forfeit the Booking Amount, i.e. \_\_\_% of the Total Consideration out of the total instalments of Total Consideration amounts paid by the Allottee/s till the date of such termination and refund the balance amounts of Total Consideration to the Allottee/s within 30 days of such termination as per Applicable Law.

It is further agreed and confirmed by the Allottee/s that, the Allottee/s shall execute and register all necessary documents including registered Cancellation Deed for the said Apartment as may be required by the Promoter under Applicable Laws.

**9. PERIOD OF COMPLETION AND HANDING OVER OF POSSESSION:**

**PROMOTER**

**ALLOTTEE/S**

- 9.1 The Promoter shall endeavor to handover possession of the said Apartment on or before \_\_ with such grace period as may be made available by RERA Authority and/or Competent Authorities.

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 date stipulated hereinabove, then the Promoter shall, subject to what is stated in Clause 9 hereunder, be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest as specified in RERA Rules 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 any force majeure event including the following–

- (i) war, civil commotion or act of God;
- (ii) flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project;
- (iii) specific stay or injunction orders relating to the real estate project from any Court of law, or Tribunal, competent authority, statutory authority, high power committee;
- (iv) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement.

If the Promoter for any of the aforesaid reasons beyond the control of the Promoter is unable to give possession of the said Apartment by the date stipulated hereinabove, the Promoter shall be entitled to proportionate extension of time for handing over possession of the said

Apartment. It is specifically agreed by the Allottee/s that during such extension period, Allottee/s shall not be entitled to and shall not be allowed to cancel this Agreement and/or claim any interest. If the Promoter fails or neglects to give possession of the said Apartment to the Allottee/s even after the period so extended because of any of the aforesaid reasons, then the Promoter shall be liable on demand to refund to the Allottee/s the amounts of the instalments of Total Consideration already received by it in respect of the said Apartment along with interest at the rate as applicable under law. Provided that the Allottee/s shall be eligible to receive such refunds only upon executing and registering all necessary documents including registered Cancellation Deed for the said Apartment as may be required by the Promoter under Applicable Laws. It is agreed that upon refund of the said amount the instalments of Total Consideration, the Allottee/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoter or in respect of the said Apartment and/or said Building or Said Property in any manner whatsoever and the Promoter shall be entitled to deal with and dispose of the said Apartment to any person or party as the Promoter may desire.

- 9.2 The Allottee/s hereby agrees that in the event of any amount being levied by way of premium and other charges, betterment charges and/or development tax, security deposit, charges for the purpose of giving water connection, drainage connection and electricity connection / payable to the TMC and/or to state government, B.E.S.T., TATA power or any private electricity provider, other taxes and/or payments of a similar nature becoming payable by the Promoter, the same shall be paid by the Allottee/s to the Promoter in proportion to the area of the said Apartment. It is agreed that the betterment charges referred to hereinabove shall mean and include pro-rata charges which the Allottee/s may be called upon to pay by the Promoter in respect of installation of water line, water mains, sewerage line, sewerage mains, electric cable, electric substation (if any) making and maintaining of

Internal Roads and access to the said Property, drainage layout and all other facilities till the charge of the Said Property is handed over to the Society of the Allottee/s of the apartments in the Said Property.

- 9.3 The Parties agree that the Promoter shall be entitled to hand over the said Building to the proposed Society of the Allottee/s of the said Building as per statutory requirement. The Allottee/s gives his/her consent to be a member of the Society as and when the Promoter forms the same. The Allottee/s agree and accept that after the handover of the said Building to the Society the Lifts, Security and the Sewage Treatment Plant (STP) shall be operated and managed by the proposed Society of the Allottee/s of the said Building as per statutory requirement at their own cost.
- 9.4 Notwithstanding what is contained herein to the contrary, it is expressly agreed between the Promoter and the Allottee/s that, until conveyance of the Larger Property to the Society/Co-operative Housing Association / Apex Body as herein contemplated, the Promoter shall be entitled to utilize and enjoy either personally or through any nominee/s all area or areas forming part of the Said Property as properly as may be available from time to time including areas reserved for public utility including recreation etc. by utilizing the same as the Promoter may deem fit and the Promoter will be entitled inter alia to construct Club House, Sports Hall / Centre, Fitness centre, Multi-purpose hall etc. and carry on such other activity or activities as the Promoter may desire on professional and/or commercial basis and the ownership of such construction and structures including right to own, manage, run and conduct such area or areas or structure or structures with right to transfer or assign benefit thereof and to recover and appropriate consideration received there from including from the day to day business thereof shall be that of the Promoter alone exclusively and the Allottee/s shall have no right thereto either in his individual capacity or through the Society of the apartment Allottee/s. The Allottee/s doth hereby declare and confirm for the sake of clarity that the ownership of all such area or areas and construction

by way of Club House, Sports Hall / Centre, Fitness centre, Multi-purpose hall, etc., shall belong to the Promoter alone exclusively and the Allottee/s shall have no right to the same in any manner whatsoever, till such time as the same is formally handed over to the said Society.

- 9.5 The Promoter reserves to itself (until transfer of the Larger Property to the Co-operative Housing Association / Apex Body as herein contemplated) the right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the said Larger Property and the common right of ways at all times, by day and night, for all purposes and also to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use and development of the said Larger Property and the Project Layout and if necessary to connect the drains, pipes, cables etc. under, over or along the land appurtenant to each and every building in the said Larger Property.
- 9.6 So long as each of the apartments / said Parking Spaces in the said Building is/are not separately assessed for municipal taxes and water taxes etc., the Allottee/s shall pay to the Promoter, till the formation of the Society and/or till the time of handover to the Society, whichever is later, a proportionate share of the municipal taxes and water taxes etc. assessed on the whole Building, such proportion to be determined by the Promoter on the basis of the area of each apartment/ said Parking Spaces in the said Building. The Allottee/s along with the other apartment holders will not require the Promoter to contribute a proportionate share of the water charges, tanker water charges, electricity used for water, lifts and any other similar charges relating to occupation in respect of the apartments which are not sold and disposed off by the Promoter. The Promoter will also be entitled to the refund of the Municipal Taxes on account of the vacancy of such Apartments.

**10. SOCIETY FORMATION AND TRANSFER AND CONVEYANCE:**

- 10.1 The Promoter shall submit an application to the registrar to form and register a Co-operative Housing Society (hereinafter “**the said Society**”) within a period of 3 months from the date on which fifty one per cent. of the total number of allottees in the said Building have booked their apartment. The Allottee/s hereby give their unequivocal consent to become members of the said Society and to co-operate in its registration, and for the said purpose from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for formation and registration of the Society and for becoming a member thereof. The Allottee/s also covenants that he shall join and co-operate with the Society in formation of the Federal Society/Apex Body/Co-operative Housing Association to be got registered for taking Conveyance of the Larger Property in terms of the scheme disclosed hereunder. All costs for formation of the Society as also towards contribution of the Society for formation of the Federal Society / Apex Body /Co-operative Housing Association shall be proportionately borne and paid by the Allottee/s alongwith the other acquirers of apartments in the said Building. Notwithstanding the aforesaid, (i) the induction of an Allottee as a member of the said Society shall be provisional and contingent upon the Allottee/s making full payment under this Agreement and discharging his obligation(s) in accordance with the terms of this Agreement and (ii) the right of the Allottee/s as a member of the Society (in the event the Society is formed earlier) and the right of the Allottee/s in the said Apartment, would vest in the Allottee/s only after the Allottee/s makes full payment of the Total Consideration in respect of the Unit. The Allottee/s hereby agrees and confirms that the Society shall allot and recognize the Allottee/s as the allottee of the Apartment only upon receipt of prior written confirmation from the Promoter that

all amounts due and payable to the Promoter under this Agreement by the Allottee/s have been paid and discharged by the Allottee/s.

- 10.2 The Promoter shall, (i) within a period of 3 (three) months from the date of receipt of full occupation certificate in respect of the said Building, (ii) pursuant to sale of all units forming part of the said Building and (iii) pursuant to receipt of all monies and consideration amounts due from all allottees in the said Building, cause to be transferred to the Society all the right, title and the interest of the Promoter in the said structure of the Building in which the said Apartment is situated.

The Promoter has further conveyed that the Promoter will form the Federation/Apex Body/Co-operative Housing Association (of the buildings already constructed on the said Larger Property along with the Society/Association of the said Building) within a period of 3 (three) months from the date of receipt of full occupation certificate of the last building constructed on the said Larger Property and the Promoter shall convey the said Larger Property (less portions liable to be transferred to any public authority either by virtue of the DC Regulations or as a condition of approval) to the Federation/Apex Body/ Co-Operative Housing Association (subject to the lease in favour of MSEDCL) within a period of 3 (three) months from completion of full development of the said Larger Property and pursuant to receipt of occupation certificate of the last building constructed on the said Larger Property. The proposed conveyance or other instrument of transfer in favor of the Federation/ Apex Body / Co-operative Housing Association shall be in accordance with the applicable laws and the provisions of the Agreements executed with the various Societies/buildings/structures on the Larger Property. All the costs, charges and expenses, taxes imposed including but not limited to stamp duty and registration fees in respect of such documents/instruments for effectuating the aforesaid transfer shall be borne and paid by the Federation/ Apex Body/Co-operative Housing Association and the Promoter shall not be liable to bear and pay any amounts towards the same. At the time of registration of

conveyance of the structure of the said 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. At the time of registration of conveyance of the said Larger Property in favour of the Federation/ Apex Body/ Co-operative Housing Association, the Allottee/s shall pay to the Promoter, the Allottee/s' share of stamp duty and registration charges payable, by the said Society/ Association on such conveyance or any document or instrument of transfer in respect of the said Larger Property to be executed in favour of the Federation/ Apex Body.

- 10.3 Immediately after completion of the Initial Maintenance Period as mentioned in Clause 5.1 of this Agreement, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Apartment) of outgoings in respect of the Said Property and said Building 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 Said Property and said Building. Until Society is formed and the said structure of the Building is transferred to it, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter from time to time, in its sole, absolute and unfettered discretion, and the decision of the Promoter in this regard shall be conclusive, final and binding on the Allottee/s. The Allottee/s further agrees that till the Allottee/s share is so determined the Allottee/s shall pay to the Promoter Adhoc/provisional monthly contribution of Rs. \_\_\_\_\_/- per month towards the outgoings payable in advance on a yearly basis towards the outgoings, plus all increases thereto as may be determined by the Promoter from time to time. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter

until a conveyance/lease in favour of the said Society as aforesaid. On such conveyance / lease being executed in favor of the said Society, the aforesaid amounts (less deduction provided for in this Agreement) shall be paid over by the Promoter to the said Society. The Allottee/s agree, undertake and covenant to pay and discharge such provisional contribution on yearly basis on the 5th (fifth) day of each twelve month period in advance.

- 10.4 The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s on account of the share capital for the promotion of the Co-operative Society or towards all outgoings, and shall utilize the same only for the purposes for which they have been received.

The Allottee/s and/or the person/s to whom said Apartment is permitted to be transferred with the written consent of the Promoter, shall (i) observe and perform all the provisions of the Bye-laws and/or the rules and regulations of Society when formed and/or all the provision of the Memorandum and Articles of Association of such Society and the additions, alterations or amendments thereof for the observance and carrying out the building Rules and Regulations and the Bye-laws for the time being of the Thane Municipal Corporation and other local and/or Public Bodies, (ii) observe and perform all stipulations and conditions laid down by Society regarding the occupation and use of the said Apartment and shall pay and contribute regularly and punctually towards rates, cesses, taxes, expenses and all other outgoings.

## **11. PROCEDURE FOR TAKING POSSESSION**

- 11.1 The Promoter, upon obtaining the occupation certificate from the competent authority and after the Allottee/s makes all payments to the Promoter as per this Agreement, shall offer in writing the possession of the said Apartment, to the Allottee/s in terms of this Agreement to be

taken within (15) (Fifteen) days from the date of issue of such notice and the Promoter shall give possession of the said Apartment to the Allottee/s, provided the Allottee/s has not committed breach of any of the terms and conditions of this Agreement. The Allottee/s agree(s) to pay the maintenance charges and property tax charges from the date of occupation certificate irrespective of whether the Allottee/s has taken possession of the said Apartment or not.

- 11.2 The Allottee/s agrees and undertakes to indemnify the Promoter in case of any misrepresentation, breach of failure of fulfillment of any of the provisions, formalities, documentation on part of the Allottee/s.
- 11.3 The Allottee/s shall take possession of the said Apartment within 15 days of the Promoter giving written notice to the Allottee/s intimating that the said Apartment is ready for use and occupation.
- 11.4 The Allottee/s agrees to execute necessary indemnities, undertakings and such other documentation as may be required for at the stage of taking possession of the said Apartment.

## **12. MANNER OF TAKING OVER POSSESSION**

It is agreed between the Promoter and the Allottee/s that irrespective of whether the Allottee/s takes possession of the Apartment or not, within 15 days after the notice in writing is given by the Promoter to the Allottee/s that the said Apartment is ready for use and occupation, the Allottee/s shall be liable to pay the proportionate share (i.e. in proportion to the area of the said Apartment) as determined by the Promoter of all outgoings in respect of the Said Property and the said Building, including local taxes, cesses, rates and other charges, betterment charges and all other charges levied by the local authority, government, water charges, insurance charges, common lights, repairs, salaries of clerks, bill collector's charges, chowkidar and sweeper charges, maintenance

charges and all other expenses necessary and incidental to the administration, management and maintenance of the Said Property and the said Building until the management of said Building is transferred to the said Society of the Allottee/s, the Allottee/s shall pay to the Promoter the proportionate share of outgoings as determined by the Promoter.

**13. DEFECT LIABILITY PERIOD:**

If within the time period as prescribed under the law (which shall not be more than the currently held period of five years (“**Defect Liability Period**”) from the date of issuance of Occupation Certificate, the Allottee/s brings to the notice of the Promoter any structural defect in the said Apartment, then the Promoter shall rectify any such structural defects with respect to the Apartment, excluding any normal wear and tear any damages caused due to the acts of god or natural calamities or fire accidents, any willful or accidental damages caused, due to any commission or omission or tampering by the Allottee/s. Post the Defect Liability Period no claim shall be entertained against the Promoter in respect of any alleged defective work in the Apartment under any circumstances. The above liability of the Promoter shall be restricted only to rectify / repair the above defects and consequential damages, if any, will not be covered under this Agreement. Provided further that structural defects shall not include plastering hairline cracks. Third party warranty on products shall be governed by the terms and conditions provided by the manufacturer of the respective products. Provided that the Promoter’s obligation under Defect Liability Period shall stand automatically cancelled, in case the Allottee makes any kind of changes either structural or non-structural (including interiors) which change the manner in which the Apartment was originally handed over by the Promoter to the Allottee.

**14. STAMP DUTY & REGISTRATION CHARGES:**

**PROMOTER**

**ALLOTTEE/S**

- 14.1 The stamp duty and registration charges applicable to this Agreement shall be borne and paid by the Allottee/s alone. The Allottee/s have, within the prescribed time, agreed to lodge the same for registration with the concerned Sub-Registrar of Assurances and inform the Promoter the number under which and the day on which the same is registered, sufficiently in advance to enable the Promoter within reasonable time thereafter to attend the office of the Sub-Registrar of Assurances and admit execution thereof at the costs and risk of the Allottee/s.
- 14.2 The Allottee/s is fully aware of the provisions of the amended Bombay Stamp Act. If any stamp duty over and above the stamp duty already paid on this Agreement is required to be paid or is claimed by the Superintendent of Stamps or Concerned Authority, the same, including the penalty, if any, shall be borne and paid by the Allottee/s alone. The Promoter shall not be liable to contribute anything towards the stamp duty and/or penalty. The Allottee/s shall indemnify the Promoter against any claim from the Stamp Authorities or other Concerned Authority in respect of the stamp duty and/or penalty to the extent of the loss or damage that may be suffered by the Promoter. The Allottee/s shall also fully reimburse the expenses that may be required to be incurred by the Promoter in consequence of any legal proceedings that may be instituted by the authorities concerned against the Promoter for non-payment and/or under payment of stamp duty and/or penalty by the Allottee/s.

15. **INDEMNITY**

Without prejudice to any other right available to the Promoter in law or under equity, the Allottee/s hereby jointly and severally indemnify and agree to defend and hold harmless the Promoter, the promoters, directors, employees, group companies, subsidiaries, agents or authorized representative of the Promoter (“**Indemnified Parties**”) against and in respect of any and all actions, suits, proceedings, claims, actions, demands, costs, expenses, losses, damages, liability and/or

judgments, including damages caused due to any disputes, incurred as a reason of or resulting or arising from or in relation to any misrepresentation or inaccuracy or any breach of any representation and warranty or, covenant contained herein and/or any failure by the Allottee/s to observe or perform any of the obligations contained in this Agreement, any liability arising out of non-payment or delay in payments under this Agreement or any delay or non-payment of any statutory payments including any interest and/or penalties thereon.

**16. OBLIGATIONS, COVENANTS, REPRESENTATION OF ALLOTTEE/S:**

- 16.1 The Allottee/s hereby covenant/s to keep the said Apartment, walls and partition walls, sewers, drains, pipes and appurtenances thereto in good, tenantable and repairable condition and in particular so as to support, shelter and protect the parts of the said Building other than the said Apartment. The Allottee/s further covenants not to chisel or in any other manner damage the columns, beams, slabs or R.C.C. partition or walls or other structural members without the prior written permission of the Promoter. In the event of a breach of any of these conditions, the Allottee/s, apart from being liable to make good at his/her/its own costs the damage caused because of breach/s, shall also be responsible for the consequences thereof.
- 16.2 The Allottee/s shall not decorate the exterior of the said Apartment otherwise than in a manner agreed to with the Promoter, and/or in deviation from what is originally uniformly provided by the Promoter.
- 16.3 In the event of Society of all the Allottee/s being formed and registered before the sale and disposal by the Promoter of all the apartments/ said Parking Spaces, the powers and the authorities of such Society shall be subject to the overall authority and control of the Promoter in respect of all the matters concerning the said Building and in particular the

Promoter shall have absolute authority and control as regards the unsold apartment / said Parking Spaces and disposal thereof; PROVIDED AND ALWAYS the Allottee/s hereby agree/s and confirm/s that in the event of such Society being formed earlier than the Promoter dealing with or disposing off all the apartments in the said Building then and in that event any Allottee/s or Allottee/s of apartments/ said Parking Spaces from the Promoter shall be admitted to such Society on being called upon by the Promoter without payment of any maintenance against such unsold apartments, premium or any additional charges save and except Rs.500/- (for Individual) and Rs. 1000/- (for Company) towards share money and Rs.100/- as entrance fee and the future Allottee/s, or transferee thereof of such unsold apartments shall not be discriminated or treated prejudicially by such Society, and the Allottee/s covenants that he shall not be a party to any act contrary to the above covenant.

- 16.4 The Allottee/s shall use the said Apartment or any part thereof or permit the same to be used only for purpose of residence. The Allottee/s shall use the said Parking Space only for purpose of keeping or parking his own passenger vehicle.
- 16.5 The Allottee/s along with other Allottee/s of apartments in the said Building shall join in forming and registering the Society 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 the registration of the society and for becoming a member, including the bye- laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the Society of the Allottees in the said Building. No objection shall be taken by the Allottee/s 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 any other Competent Authority.

16.6 The Allottee/s with intention to bring all persons into whose hands the said Apartment may come, hereby covenants with the Promoter as follows:

- (i) To maintain the said Apartment at the Allottee's own cost in good and tenable repair and condition from the date possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the said Building in which the said Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Building in which the said Apartment is situated and the said Apartment itself or any part thereof without the consent of the local authorities, if required.
- (ii) Not to do or suffered to be done anything to the said Building entrance canopy, which may be against the rules, regulations or bye-laws of concerned local or any other authority.
- (iii) Not to encroach upon external and/or internal ducts/void areas attached to the said Apartment by constructing permanent and/or temporary work by closing and/or using it, the said duct area is strictly provided for maintenance of service utilities such as plumbing pipes, cables etc. (For breach of any of the terms mentioned hereinabove, the Allottee/s shall be solely responsible for all the consequences arising because of the same.)
- (iv) Not to affix or put any dish antenna outside the said Apartment or change the position of A.C. condenser units installed in the said Apartment or any of their accessories, which has the possibility to spoil (and/or in any change) the exterior elevation of the said Apartment and the said Building. The Allottee/s can put additional

A.C. condenser unit/s only and at the site designated by the Promoter after taking written permission of the Promoter.

- (v) Not to change the position of washing machine provided in the said Apartment or any accessories in respect thereof in any manner. The Allottee/s shall be liable to make good any damage caused as a result of the Allottee/s not complying with the said condition.
  
- (vi) Not to affix or put any grills outside the windows of the said Apartment as well as not to change material, colour, holes, windows, chajjas, railings, etc., which has the possibility of spoiling the exterior elevation of the said Apartment and/or the said Building.
  
- (vii) Not to chisel or break or cause any damage to the columns, beams, walls, slabs or R.C.C. pardis or other structural members in the said Building or on the pardis/parapets/railing provided in the said Building. Further, the Allottee/s is not entitled to make any kind of holes/ core cuts etc. in R.C.C. slabs or any structural members. The Promoter has informed the Allottee/s that all the R.C.C. members, flooring, walls etc. form the structural members of the entire Building and/or modification thereto and/or any changes therein either structural or elevational, require strict technical inputs, since any damage to them would result in damage to the entire structure of the said Building, which may lead to serious implications not only to the said Apartment but to the said Building. The Promoter have also informed to the Allottee/s that any such act on the part of the Allottee/s, he will also be criminally liable/ punishable under the relevant provisions of law.
  
- (viii) Not to put or keep flower / plant pots, signboards and / or any object outside the windows of the said Apartment.

- (ix) Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building in which the said Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the said Building in which the said Apartment is situated, including entrances of the said Building in which the said Apartment is situated and in case any damage is caused to the said Building in which the said Apartment is situated or the said Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- (x) To carry out at his own costs all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the said Building in which the said Apartment is situated or the said Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (xi) Not to demolish or cause to be demolished the said 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 said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Building in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the

said Building in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Apartment without the prior written permission of the Promoter and/or the Society, as the case may be.

- (xii) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Said Property and the said Building in which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (xiii) 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 Said Property and the said Building in which the said Apartment is situated.
- (xiv) Not to use any location of all designated refuge areas in the said Building for storage of goods or placement of ODU's and/or any such personal usage at all.
- (xv) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit / additional security deposit demanded by the concerned local authority or government or giving water, electricity or any other service connection to the said Building in which the said Apartment is situated.
- (xvi) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authority, on account of change of user of the said Apartment by the Allottee/s to any purposes other than for purpose for which it is sold.

- (xvii) Subject to Clause 22 hereunder and other terms and conditions of this Agreement, the Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has intimated in writing to the Promoter.
- (xviii) The Allottee/s shall observe and perform all the rules and regulations which the Society 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 said 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/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Apartment in the said 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.
- (xix) Till a conveyance of the structure of the said Building in which said Apartment is situated is executed in favour of Society, the Promoter, their surveyors and agents, with or without workmen and others shall be entitled, at all reasonable times, to enter into and upon the said Building or any part thereof to view and examine the state and condition thereof.
- (xx) The Allottee/s agrees and confirms that it shall not undertake or make any structural changes in the said Apartment without the prior written consent of the Promoter.

(xxi) The Allottee/s hereby confirms and acknowledges that Allottee's consent shall not be required for any structural changes being made to the flat/apartment of any other Allottee(s) in the said Building. it shall not raise any dispute of any nature whatsoever

(xxii) The Allottee agrees to sign an undertaking confirming inter-alia above being **Annexure J**, before claiming/taking possession of the said Apartment.

16.7. The Allottee/s agrees and undertakes to abide by his / their / its obligations as under:

- (a) To make necessary payments in the manner and within the time as specified in this Agreement and shall pay at proper time and place, stamp duty, registration charges, share of municipal taxes, water and electricity charges, maintenance charges, ground rent and all other charges, payments.
- (b) To pay the ad-hoc pro-rata maintenance charges towards the out-goings of the Said Property and said Building.
- (c) To sign the requisite applications and other documents / information for registration of the Society.
- (d) To take possession of the said Apartment within a period of 15 days from the date of intimation by the Promoter of Occupation Certificate having been received.

16.8. 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 the said Building or any part thereof or the Said Property. The Allottee/s shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the

**PROMOTER**

**ALLOTTEE/S**

property of the Promoter until the structure of the said Building is transferred to the Society as herein before mentioned.

**17. BRAND NAME & PROJECT NAME:**

It is agreed by the Allottee/s that the name of the Project “\_\_\_\_\_” may be changed at the sole discretion of the Promoter through the Development Manager in accordance to the Applicable Laws. It is further agreed by the Allottee/s that the association of the brand name “\_\_\_\_\_” (including its registered logo form) or a combination of words with prefix of \_\_\_\_ (“**Brand Name**”) shall at all times be subject to the sole control of Eternia Developers LLP (“Eternia”), who is the Development Manager of this Project. It is agreed and accepted by the Allottee/s that the Brand Name shall always be used in the form in which it is registered with the concerned authorities and the color combination, the design, the appearance shall not be changed under any circumstances, unless the Promoter through the Development Manager has itself informed in writing about any change in the logo/Brand Name. It is further agreed that the association of the Brand Name shall not, under any circumstances, be construed as a license or any other interest granted to any person in the Brand Name and all intellectual property rights in and arising out of or connected with the Brand Name and ownership of the Brand Name shall at all times vest in and be held exclusively by the Brand Owner. The Allottee/s further agree/s to not use the Brand Name and/or any intellectual property in the Brand Name in any manner and for any purpose whatsoever except as otherwise permitted by the Promoter through the Development Manager. The Allottee/s and the Society of the Allottee/s shall not be entitled to change the name of the Project / said Building/s without written consent of the Promoter through the Development Manager.

**18. FOREIGN EXCHANGE MANAGEMENT ACT**

**PROMOTER**

**ALLOTTEE/S**

The Allottee/s clearly and unequivocally confirm/s that in case remittances related to the Total Consideration and/or all other amounts payable under this Agreement for the said Apartment are made by non-resident/s/foreign national/s of Indian origin, then it shall be the sole responsibility of the Allottee/s to comply with the provisions of the Foreign Exchange Management Act, 1999 (“FEMA”) or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other Applicable Laws including that of remittance of payments, acquisition/sale or transfer of immovable property/ies in India and provide to the Promoter with such permission/approvals/no objections to enable the Promoter to fulfill its obligations under this Agreement. Any implications arising out of any default by the Allottee/s shall be the sole responsibility of the Allottee/s. The Promoter accepts no responsibility in this regard and the Allottee/s shall keep the Promoter fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Allottee/s, subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate in writing to the Promoter immediately and comply with all the necessary formalities, if any, under the Applicable Laws.

**19. ANTI-MONEY LAUNDERING AND PROHIBITION OF BENAMI PROPERTY TRANSACTIONS ACT, 1988**

- 19.1 The Allottee/s hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Allottee/s under this Agreement towards the said Apartment is not involved directly or indirectly to any proceeds of any offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively “Anti Money Laundering”).

- 19.2 The Allottee/s further declare(s), agree(s) and confirm(s) that the Allottee/s is not involved directly or indirectly into any benami transaction and/or the said Apartment is not part of any benami transaction as defined under the Prohibition of Benami Property Transaction Act, 1988 (collectively “**Benami Property Transaction**”).
- 19.3 The Allottee/s further declare(s) and authorize(s) the Promoter to give personal information of the Allottee/s to any statutory authority as may be required from time to time. The Allottee/s further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge.
- 19.4 The Allottee/s further agree(s) and confirm(s) that in case the Promoter becomes aware and/or in case the Promoter is notified by the statutory authorities of any instance of violation of Anti- Money Laundering and/or Benami Property Transaction, then the Promoter shall at its sole discretion be entitled to cancel/terminate this Agreement. Upon such termination the Allottee/s shall not have any right, title or interest in the said Apartment neither have any claim/demand against the Promoter, which the Allottee/s hereby unequivocally agree(s) and confirm(s). In the event of such cancellation/termination, the monies paid by the Allottee/s shall be refunded by the Promoter to the Allottee/s in accordance with the terms of this Agreement only after the Allottee/s furnishing to the Promoter a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee/s.

**20. REPRESENTATION AND WARRANTIES OF THE PROMOTER**

**PROMOTER**

**ALLOTTEE/S**

The Promoter hereby represents and warrants to the Allottee/s as follows:

- (i) The Promoter is owner of the said Property as set out in the title report annexed to this Agreement and has the requisite rights to carry out development of the Project and also has actual, physical and legal possession of the said Property 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 Said Property created by the Promoter other than what is disclosed by the Promoter in the Encumbrance Certificate and Declaration in Form "B" uploaded on the website of RERA Authority.
- (iv) There are no pending litigations before any Court of law concerning the said Property or the Project which will, in any manner, affect the rights of Allottee/s under this Agreement;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Property and said Building 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, Said Property and said Building shall be maintained 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, Said Property, said Building 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/s created herein, may be prejudicially 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 Said Property, including the said Project and the said Apartment which will, in any manner, affect the rights of Allottee/s 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/s in the manner contemplated in this Agreement;
- (ix) 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;
- (x) 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 Said Property and/or the said Project.
- (xi) The Promoter is providing items in the said Apartment as more particularly mentioned in the **Annexure H**. Upon taking possession, the Allottee/s itself shall maintain the same at its own cost. The Promoter shall not be liable for any break downs or defects therein in any manner. The Promoter will hand over the warranty cards (if provided by the manufacturer) for the electronic items provided in the said Apartment. In case of any problem, the Allottee/s shall directly pursue the concerned manufacturer/agency for getting the same repaired/replaced.

**21. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

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

**22. TRANSFER**

- 22.1 Without prejudice to the other rights of the Promoter hereunder, the Promoter shall, in respect of any amounts remaining unpaid by the Allottee/s under the terms and conditions of this Agreement, have a first charge/lien to the Apartment, and the Allottee/s shall not transfer the same or his/her/their/its right, title, interest in the Apartment or benefits under this Agreement to any third party in any manner whatsoever till the completion of 36 months from the date of execution and registration of this Agreement and subject to the Allottee /s not being guilty of any breach of or non-compliance of any of the terms and conditions of this Agreement and further subject to the Allottee/s having obtained prior written consent of the Promoter PROVIDED HOWEVER the Promoter may, in its sole discretion, permit the Allottee/s to transfer the benefits of this Agreement in favour of any other intending transferee after the completion of 36 months from the date of execution and registration of this Agreement, subject however to the payment of transfer fee at the rate of 2% of the Total Consideration along with applicable taxes and any other cost of transfer as may be applicable by the Allottee/s and/or such intending transferee to the Promoter at the rates as may be decided by the Promoter in its sole discretion (hereinafter referred to as the "Transfer Fee"), and thereafter such intending transferee will be bound

by the terms and conditions of this Agreement, including obligation to make payment of balance installments of the Total Consideration and also all other costs, charges, expenses and monies payable under this Agreement. All costs towards payment of stamp duty, registration charges and other incidental costs/charges payable for the execution of such an assignment/transfer agreement shall be borne by the Allottee/s and/or the intending transferee alone and a copy of the duly executed agreement shall be furnished to the Promoter within 7 calendar days from the date of registration of the assignment/transfer agreement. The Allottee/s undertake to ensure that the assignee/transferee shall abide by the terms and conditions of this Agreement and that such assignee/transferee shall be subject to compliance of the terms and conditions of this Agreement. The Allottee/s shall solely be liable and responsible for all legal and other consequences that may arise due to acceptance of application for such transfer/ assignment. Any such transfer by the Allottee/s shall be subject to the terms and conditions of this Agreement, Applicable Laws, notifications/ governmental directions, the Allottee/s submitting documentary proof as may be required by the Promoter, payment of the monies due and payable by the Allottee/s under this Agreement. Further, the Promoter reserves the right to allow such transfer at its sole discretion.

- 22.2 Right of First Refusal (ROFR): Subject to the provisions of Clause 22 herein, in the event of the Allottee/s proposing to sell and / or otherwise transfer the Apartment to any third person then the Allottee/s shall first give a written notice (hereinafter referred to as “**Offer Notice**”) to the Promoter. The Offer Notice shall state (i) the name and address of the proposed transferee, (ii) the proposed sale price, including the proposed amount and form of consideration and terms and conditions offered by such proposed transferee, (iii) the date of consummation of the proposed sale, (iv) a representation that the proposed transferee has been informed of the “right of first refusal” rights provided for in this Agreement. The Offer Notice should be forwarded to the Promoter along with the Cheque

due and payable towards the Transfer Fee / Charges payable to the Promoter on the terms as specified herein.

- 22.3 If the Promoter wishes to purchase the Apartment, then it shall issue a notice to the Allottee/s within 7 (Seven) days from the date of receipt of the Offer Notice, informing the Allottee/s of its intention to purchase / acquire the Apartment (“**Acceptance Notice**”) and upon issuance of the Acceptance Notice, the Allottee/s shall be bound to sell and / or transfer the Apartment to the Promoter. The Promoter shall be entitled to nominate its right under this clause to any of its nominees.
- 22.4 If the Promoter does not wish to purchase the Apartment, then it shall issue a notice to the Allottee/s within 7 (Seven) days from the date of receipt of the Offer Notice, informing the Purchaser/s of its intention of not purchasing and / or acquiring the Apartment (“**Rejection Notice**”) and upon issuance of the Rejection Notice, the Purchaser/s shall be entitled to sell the Apartment to the said intending transferee on the same terms and conditions as were offered by the Allottee/s to the Promoter. However, it is agreed that if completion of the sale and / or transfer of the Apartment to the proposed transferee does not take place within a period of 15 (Fifteen) days following the issuance of Rejection Notice, then the Allottee/s right to sell the Apartment to such third party shall lapse and the provisions of this clause shall once again apply to the Apartment and the Allottee/s.

### **23. BINDING EFFECT**

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s 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/s and secondly, appears for registration of the same before the concerned Sub-

Registrar as and when intimated by the Promoter. If the Allottee/s(s) fails to execute and deliver to the Promoter this Agreement within 30(thirty) days from the date of its receipt by the Allottee/s 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/s for rectifying the default, which if not rectified within 15(fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s for the said Apartment shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s, without any interest or compensation whatsoever, after deducting therefrom \_\_\_% of the consideration amount as compensation/damages.

#### 24. ACCESS

(a) The Parties hereby agree, acknowledge and confirm that an area admeasuring approximately 130.16 square meters (forming part of final plot no.410 (part) and situated on the said Larger Property) shall be available as common right of way for the members of the society in respect of the said Building (i.e.Belicia) and the members of the existing commercial building known as “\_\_\_\_\_” situated on the said Larger Property (“ **Common Access Area**”). The Common Access Area shall be exclusive of the area forming part of the said Property

#### 25. 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/said Building, as the case may be.

#### 26. RIGHTS TO AMEND

**PROMOTER**

**ALLOTTEE/S**

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

**27. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S / SUBSEQUENT ALLOTTEE/S**

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 Said Property/ said Building shall equally be applicable to and enforceable against any subsequent Allottee/s of the said Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

**28. 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 the 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.

**29. WAIVER**

Any delay or indulgence by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee/s shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement

by the Allottee/s nor shall the same in any manner prejudice the rights of the Promoter.

**30. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THIS AGREEMENT**

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

**31. FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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.

**32. PLACE OF EXECUTION**

32.1 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/s, in Thane, Maharashtra; after the Agreement is duly executed by the Allottee/s 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 Thane, Maharashtra.

32.2 The Allottee/s 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 or its authorised signatory will attend such office and admit execution thereof.

**33. NOTICES:**

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

Allottee/s Address :

\_\_\_\_\_

Notified Email ID :

\_\_\_\_\_

Promoter Correspondence Office Address :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Site Address :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROMOTER**

**ALLOTTEE/S**

Notified Email ID \_\_\_\_\_ :

It shall be the duty of the Allottee/s 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/s, as the case may be.

**34. JOINT ALLOTTEE/S**

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

**35. DISPUTE RESOLUTION**

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

**36. 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 courts in Mumbai, Maharashtra will have the jurisdiction for this Agreement.

**FIRST SCHEDULE ABOVE REFERRED TO –****(DESCRIPTION OF SAID LARGER PROPERTY)**

-----

All that piece and parcel of non agricultural land bearing Final Plot No. 410 admeasuring 10525.41 sq. Mtrs. and Final Plot No. 412 admeasuring 10685.1 sq.Mtrs. of Thane Town Planning Scheme No.1, both lying being and situated at Almeida Road, Village Panchpakhadi, Tal. & District Thane, within the limits of Municipal Corporation of City of Thane and shown bounded by thick lines on the plan annexed hereto and marked Annexure A.

**SECOND SCHEDULE ABOVE REFERRED TO –****(DESCRIPTION OF SAID PROPERTY)**

---

All that piece and parcel of non agricultural land admeasuring 4373.64 sqmt bearing Final Plots Nos. 410(pt), 412(Pt) along with exclusive Recreation Garden admeasuring 2,089.59 sq mtrs. in all aggregating to 6463.23 sq. mtrs. and forming part of the larger property described in the First Schedule hereinabove written and shown marked by green colour wash on the plan annexed hereto and marked Annexure A.

**THIRD SCHEDULE ABOVE REFERRED TO –****(DESCRIPTION OF SAID APARTMENT)**

---

Apartment No. \_\_\_\_\_ on \_\_\_\_\_ floor in said Building \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. mtrs. equivalent to \_\_\_\_\_ sq. ft. (carpet area), along Exclusive Area being Deck and/or enclosed Balcony admeasuring \_\_\_\_\_ sq. mtrs. equivalent to \_\_\_\_\_ sq. ft. along with benefit/right to use said Car Parking Spaces viz. \_\_\_ Surface Carpark(s) / \_\_\_ Tandem Car Park(s) (being car parks one behind the other) / \_\_\_ Mechanised Car Park(s) (being 1 upper and 1 lower stack) said Building (“**said Parking Space**”)

**PROMOTER****ALLOTTEE/S**

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

**SIGNED AND DELIVERED BY THE WITHINNAMED PROMOTER:**

**For M/s. RAJSHILA CONSTRUCTION LLP**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

(Authorised Signatory/Constituted Attorney)

In the presence of WITNESSES:

1. Signature: \_\_\_\_\_

Name: \_\_\_\_\_

2. Signature: \_\_\_\_\_

Name: \_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHINNAMED**

**ALLOTTEE/S : (including joint buyers)**

(1) Signature:

Name:

(2) Signature:

**PROMOTER**

**ALLOTTEE/S**

Name:

In the presence of WITNESSES:-

1. Signature:

Name:

2. Signature:

Name:

**RECEIPT**

Received from the within named Allottee/s, a sum of **Rs.** \_\_\_\_\_/-  
**(Rupees \_\_\_\_\_ Only)** being part payment  
of the Total Consideration payable in terms of this Agreement vide Cheque No.  
\_\_\_\_\_/RTGS/Electronic Transfer directly into the Designated  
Account being Account No. \_\_\_\_\_ with \_\_\_\_\_ Bank,  
\_\_\_\_\_ Branch.

We say received.

For **RAJSHILA CONSTRUCTION LLP**

---

**Authorized Signatory**

**PROMOTER**

**ALLOTTEE/S**

**ANNEXURE A1****(Details of the Allottee/s)**

1. Mr./Mrs. \_\_\_\_\_, Aadhar No. \_\_\_\_\_, son/daughter of \_\_\_\_\_, aged about \_\_\_\_\_ years, residing at \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, having PAN \_\_\_\_\_;

2. Mr./Mrs. \_\_\_\_\_, Aadhar No. \_\_\_\_\_, son/daughter of \_\_\_\_\_, aged about \_\_\_\_\_ years, residing at \_\_\_\_\_,  
\_\_\_\_\_,  
having PAN \_\_\_\_\_,

(Above to be filled in case of joint allottees)

Both the Allottees are represented by their Registered Power of attorney Holder Mr \_\_\_\_\_ having PAN No \_\_\_\_\_.

(to be filled in case of Allottee/s represented by GPA Holder)

hereinafter singly/jointly as the case may be, referred to as the “**Allottee**” (which expression shall, unless repugnant to the context or meaning thereof be deemed to include his/her heirs, representatives, executors, administrators, successors-in-interest and permitted assigns) as as a

**PARTY of the SECOND PART;**

**OR**

**PROMOTER**

**ALLOTTEE/S**

M/s. \_\_\_\_\_ having CIN No. \_\_\_\_\_, a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_, having PAN \_\_\_\_\_, (represented herein by its Authorised Signatory Mr. \_\_\_\_\_, Aadhar No. \_\_\_\_\_, authorized vide Board Resolution dated \_\_\_\_\_), hereinafter called “**the Allottee**”, (which term shall unless it be repugnant to the context or meaning there of be deemed to mean and include their successors in title and permitted assigns) as a **PARTY of the SECOND PART**;

**OR**

M/s. \_\_\_\_\_, a partnership firm, incorporated under the provisions of the Indian Partnership Act, 1932, having its principal place \_\_\_\_\_ of \_\_\_\_\_ business \_\_\_\_\_ at \_\_\_\_\_, having PAN \_\_\_\_\_, (represented herein by its Authorised Partner Mr. \_\_\_\_\_, Aadhar No. \_\_\_\_\_, authorized vide Partners’ Resolution dated \_\_\_\_\_), hereinafter called “**the Allottee**”, (which term shall unless it be repugnant to the context or meaning there of be deemed to mean and include the partners for the time being of the Allottee, the survivors of them and the heirs, executors and administrators of the last survivor of them and his/her/their permitted assigns) as a **PARTY of the SECOND PART**;

**OR**

M/s. \_\_\_\_\_ a limited liability partnership firm, incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its principal place of business at \_\_\_\_\_, having PAN \_\_\_\_\_, (represented herein by its Designated Partner Mr. \_\_\_\_\_, Aadhar No. \_\_\_\_\_, authorized vide Partners’ Resolution dated \_\_\_\_\_), hereinafter called “**the Allottee**”, (which term shall unless it be repugnant to the context or meaning there of be deemed to mean and include its partners constituting the

**PROMOTER**

**ALLOTTEE/S**

partnership from time to time, their successors and permitted assigns) as  
a **PARTY of the SECOND PART**;

**OR**

Mr. \_\_\_\_\_ Aadhar No. \_\_\_\_\_, son of \_\_\_\_\_, aged  
about \_\_\_\_\_ years, **for self and as the Karta of the Hindu Joint  
Mitakshara Family** known as \_\_\_\_\_ HINDU  
UNDIVIDED FAMILY having its place of business/residence at  
\_\_\_\_\_, having PAN \_\_\_\_\_, hereinafter called "**the Allottee**",  
(which expression shall unless it be repugnant to the context or meaning  
there of be deemed to mean and include the Karta and all coparceners,  
constituting the HUF from time to time, the members for the time being  
of the HINDU UNDIVIDED FAMILY, the last survivor of them, and  
his/her/their heirs, executors and administrators and permitted assigns)  
as a **PARTY of the SECOND PART**;

{Whichever is not applicable shall be deemed to stand deleted}

**ANNEXURE A**

**APPROVAL & CURRENT CC OF SAID BUILDING**

**ANNEXURE B**

**PLAN OF SAID PROPERTY AND ACCESS ROAD TO THE SAID  
LARGER PROPERTY AND EXISTING BUILDINGS**

**ANNEXURE C**

**FLOOR PLAN**

**ANNEXURE D**

**TITLE CERTIFICATE**

**PROMOTER**

**ALLOTTEE/S**

**ANNEXURE E**  
**PROPERTY CARDS**

**ANNEXURE F**  
**RERA REGISTRATION CERTIFICATE**

**ANNEXURE G**  
**DESCRIPTION OF COMMON AREAS**

**(LIST OF COMMON AREAS, FACILITIES AND AMENITIES FOR  
THE SAID PROPERTY)**

**ANNEXURE H**  
**SPECIFICATIONS OF THE SAID BUILDING AND SAID  
APARTMENT**  
**(LIST OF SPECIFICATIONS, FIXTURES AND FITTINGS IN  
RESPECT OF THE SAID BUILDING AND SAID APARTMENT)**

**PROMOTER**

**ALLOTTEE/S**

**ANNEXURE I**  
**UNDERTAKING**

I/We/M/s. \_\_\_\_\_ of Mumbai  
Indian Inhabitant residing at  
\_\_\_\_\_ do hereby affirms and  
state as under:-

I/We say that by an Agreement for Sale dated \_\_\_\_\_ and entered into between M/s. **RAJSHILA CONSTRUCTION LLP** of the ONE PART (hereinafter referred to as “the said Promoter”) and myself/ourselves of the SECOND PART, I/We have agreed to purchase the Apartment bearing No. \_\_\_\_\_ in the \_\_\_\_\_ Floor (hereinafter referred to as the said Apartment) of the building known as \_\_\_\_\_ (hereinafter referred to as the said Building) situated at \_\_\_\_\_.

- 1) I/We are giving this undertaking not only for myself but also for my family members, visitors etc. If any. It is understood that reference to myself shall whenever the context so admits include such other persons as stated hereinabove.
- 2) As agreed to in the aforesaid agreement, I do hereby covenant and undertake with the said Promoter as follows:-
  - a) I/We shall not make any addition or any alteration in the architectural elevation of the said Building and shall not change the outside colour scheme or coating of the said Building.
  - b) I/We shall not make any change in any of the external windows or doors of the said Apartment in the said Building by way of shifting, altering, changing the colour or any other way whatsoever.

**PROMOTER**

**ALLOTTEE/S**

- c) I/We am fully aware that I/we are not permitted to install any grills outside the windows and hence undertake not to install or affix any grills on the outside the windows / window sills. Any such grills affixed by me, shall be fitted on the internal marbles only on the inside of the windows.
- d) I/We shall not keep shoe racks in the lift lobby, flower/plants in pots or any other objects on the outside the windows or on the parapets or chajjas, lift lobby or any other common areas and shall not do anything which may cause discoloration or disfiguration or any damage to the said building.
- e) I/We shall not affix any collapsible shutters on the outside of 'French windows', in case of said Apartment with canopy balcony. Any such collapsible shutter shall be fixed only on the inner side of 'French Windows'.
- f) I/We shall not cover any chajjas/terraces/balconies or construct any structure or poles or pergolas or trellies on the chajjas/terraces/balconies/deck.
- g) I/We not chisel or break or cause any damage to the columns, beams, walls, slabs or R.C.C. Pardis or other structural members in the said Building or on the pardis/parapets/railings provided in the said Building.
- h) I/We shall not enclose any space adjoining to the Main door forming part of the lift lobby/common areas and parking space in my/our possession in any manner whatsoever.
- i) I/We shall not affix the following as these alterations affect architectural elevation of the said Building and cause discoloration on the external elevation.

- Window in bedroom duct opening, kitchen balcony & kitchen duct.
  - Marble sills and jambs in kitchen balcony and kitchen duct opening.
- j) I/We am/are also aware that in the plumbing duct, the pipes are to be always kept exposed as these pipes may need periodical/future plumbing maintenance.
- k) I/We shall not carry out any external alteration in the said Apartment by way of breaking any walls or beams or chajjas so as to alter the external appearance of the said Apartment, nor shall I/We affix or cause any slabs on voids provided in the said Building.
- l) I/We shall not fix any additional external unit of split A.C. on the outside in elevation. Any such additional external unit of split A.C. shall be located only inside the duct/space specifically provided (by Promoter) for split A.C.
- m) I/We are aware that no individual DTH/dish antennae will be allowed on the terrace or on the exterior wall/window of the building. I/we are aware that the connection has to be taken from the Common DTH/dish antennae only which is available in the said Building.
- n) I/We confirm of having agreed and undertaken to follow and abide by the rules and regulations that have been made as also those which may be made hereafter from time to time by the said Promoter and/or person/s body in charge of maintaining and/or providing common facilities in the Complex. I shall maintain proper code of conduct and discipline in the Complex and give every possible co-

operation to the said Promoter and/or any other person or body that may have been appointed by the said Promoter in that behalf, in maintaining cleanliness and good atmosphere in Complex for the better enjoyment of the common facilities by all the persons concerned.

- o) I/We are aware that all electricity bills from date of possession/OC whichever is earlier are payable by me and will not hold you responsible for any consequences arising of non-payment thereof.
- 3) I/We do hereby confirm and covenant with the said Promoter that I/We shall always carry out the terms and conditions of this undertaking given by me/us and the same shall be binding upon me/us even after the registration of a Co-operative Society of premise purchasers of the said Building when formed and this undertaking shall also be binding upon my/our heirs and successors-in-title and the same shall be Agreement for Sale dated \_\_\_\_\_. I/We agree and confirm that in the event of breach of any of the terms of these presents, the said Promoter shall also be entitled inter-alia to withdraw common facilities provided by them in the Complex and I expressly authorise them to do so.
- 4) I/We hereby declare, confirm and covenant with the Promoter that in the event of my transferring the said Apartment and/or my/our right, title and interest in respect thereof in favour of any outside person to the extent and as permitted in the said Agreement for Sale dated \_\_\_\_\_, I/We shall obtain an Undertaking to the similar effect from any such purchasers and in the event of my failing to do so, the said Promoter or the Society of Allottee/s of the said Building shall be entitled to refuse to transfer the said Apartment in favour of such prospective purchaser.
- 5) I/We hereby further declare and confirm that in the event of me or my heirs and successors -in-title committing any breach or default in any of

the provisions of these presents, I and/or my heirs and successors-in-title shall be liable for damages for the loss and damage which may be caused to the said Building and/or to the said Promoter and further the Promoter and the Society of Allottee/s of the said Building as and when formed shall also be entitled to terminate the aforesaid agreement for sale and to recover all damages, costs, from me and / or my heirs and successors-in-title.

- 6) I/We hereby undertake that I/We shall bear the entire cost of repairs or rectifications required due to alterations / changes carried out by us in said Apartment in case of damages caused to RCC/ STRUCTURE /WATERPROOFING /PLUMBING /CIVIL /ELECTRICAL / INSTALLATION or if the work is not done in a proper manner, even after taking possession. I/We shall bear the entire cost of repairs required in case of any damages to common areas and apartment belonging to other members due to the alterations/changes or interior works carried out by us in said Apartment.
- 7) I/We are aware that the building has received the Occupation Certificate, and I/we undertake to pay the Maintenance from this date onwards. I/We are aware that I/we am/are now liable to all future maintenance and/or property tax becoming payable by me/us in respect of the said Apartment, and undertake to pay the same when called upon by the Promoter.
- 8) I/We also undertake, that if I/We wish to give the said Apartment on Lease/Rent, it is our responsibility to inform you and also to obtain the necessary POLICE VERIFICATION of the tenants and submit the copy of the same duly acknowledged and confirmed by the concerned Police Station bearing the necessary stamp to the Maintenance office/ In charge of the building. We are also aware that this is a mandatory requirement from the Police department.

- 9) I/We are aware whenever natural Indian marble is used in the said Apartment, there are going to be imperfections (cracked texture/ shade variations/ design variations) which someone may view as 'defect' but which are a natural occurrence in the type of the marble. These imperfections are inherent in natural marble and have to be viewed as their natural beauty, as perfect flooring of factory made products like ceramic tiles, mosaic tiles of agglomerated marble etc. does not give the same warmth of feeling. Italian Marble when sourced at the mines occurs in a cracked texture, which is sliced mechanically. The cracks are filled with resin fillers at the sources itself. These marble slabs are then backed with PVC mesh to avoid further development of cracks during long distance travel and handing. Though utmost care is taken, sometimes, these cracks open during cutting and fixing. Such cracks are filled again with the best imported resins as used internationally. The difference in shade/design depends on the natural occurrence in different types of marble. Even though, we have very huge requirements, we try to accommodate one lot in one confined area/room yet, the same may not match with other area/room.
- 10) I/We are aware that as per instructions from TMC kitchen/household garbage has to be segregated in dry and wet and should be given to the sweepers. I/We are aware that TMC will not pick the garbage, if it is not segregated.
- 11) I/We hereby confirm that the representatives of the Promoters are allowed to access the said Apartment with our prior consent, to view and examine the state and conditions in the said Apartment and to check if any unauthorised changes have been done thereof when the said Apartment is unoccupied by us and when the interior works are in progress by our persons. Once occupied by ourselves/our tenants/ or any other persons, we will allow access as per our mutually decided time.

- 12) I/We are also giving the undertaking that any liability arising out of any tax provision (GST) including all increase and / or additions thereon that may become applicable on account of the purchase transaction of the said Apartment shall be paid by me/us.”

Solemnly declared at Mumbai )  
on this \_\_\_\_ day of \_\_\_\_\_ )  
\_\_\_\_\_ )

DRAFT

**ANNEXURE J**  
**(Payment Schedule)**

The Allottee/s agrees to accept allotment/purchase of the Apartment from the Promoter for the Total Consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) payable to the Promoter in the following manner:-

SR. NO.	DETAILS	CONSIDERATION
1	Advance Booking Amount (on Booking / Allotment Letter) Rs. _____ Balance Booking Amount (Less Advance Booking Amount ) within _____ days of Booking / Allotment Letter (before registration of this Agreement)	10%
2	Within _____ days from the date of execution of this Agreement	20%
3	On Completion of Plinth of the building in which the said apartment is located	15%
4	Proportionately on completion of slabs including podiums and stilts of the building in which the said apartment is located	25%
5	On completion of the walls, internal plaster, floorings, doors and windows of the said apartment	5%
6	On completion of the sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said apartment	5%
7	On completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the building in which the said apartment is located	5%
8	On completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby(s), plinth protection,	10%

**PROMOTER**

**ALLOTTEE/S**

	paving of areas appertain and all other requirements as mentioned in this Agreement	
9	Balance against and at the time of handing over of the possession of the apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.	5%
	<b>TOTAL</b>	<b>100%</b>

The aforesaid consideration amounts shall be subject to deduction of TDS as applicable and GST and/or other statutory dues, taxes, cesses etc. as applicable.