

AGREEMENT FOR SALE

This Agreement made at Than this.....day of.....in the year Two Thousand and between

COSMOS LIFESTYLES, a partnership firm, duly registered under the provisions of Indian Partnership Act, 1932, having its office at 201, Arihant, Agyari Lane, Tembhi Naka, Thane (W) hereinafter referred to as "**PROMOTERS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being constituting the said firm, the survivor or survivors of them and the respective heirs, executors, and administrators of such last survivor, their successors and permitted assigns) of the First Part;

AND

RIDDHI SIDDHI DEVELOPERS PVT. LTD., a Company incorporated and registered under the provisions of Companies Act, 1956, having its registered office at 45, Maker Chambers III, 223 Nariman Point, Mumbai-400 021, through its constituted attorney _____ hereinafter referred to as the "**CO-PROMOTERS**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successor/s and assigns) of the Third Part;

AND

(1) MR/MS/MRS/MESSERS

(2) MR/MS/MRS/MESSERS

adult/s and residing at

_____ hereinafter referred to as the **"ALLOTTEE/S"**, (which expression shall unless it repugnant to the context or meaning thereof shall be deem to mean and include his/her/their respective heirs, executors, administrators and assigns) of the Second PART;

WHEREAS :-

A. The Promoters and the Co-Promoters acquired aforesaid property and/or the development rights thereof as under viz:-

1.

- i. a. Originally M/s. Surfactant Ltd. was seized and possessed of and/or otherwise well and sufficiently entitled to the land situate at village Kavesar, Thane in the Registration District and Sub-District of Thane within the limits of Thane Municipal Corporation admeasuring 18 acres and 9.08 gunthas i.e. 73831.3 sq.mts. or thereabout as per documents and 73,379.36 sq.mts. as per revenue records bearing Survey No. 162 part and others, alongwith buildings and structures standing thereon (the said Larger Property).
- ii. In the year 1972, the said Surfactant Ltd. was amalgamated with one Bombay Wire Ropes Ltd. (hereinafter referred to as "the Owners") and since then the Owners became entitled to the said larger property.
- iii. By an Order dated 29.12.1984 passed u/s. 8(4) of ULC Act, Deputy Collector and Competent Authority declared that out of the said larger property an area admeasuring

25,955.49 sq.mts. or thereabout is retainable land and balance area of 47,875.87 sq.mts. is surplus vacant land.

- iv. By a Development Agreement dated 26.2.1988 made between the Owners and the Co-Promoters, a Company incorporated and registered under the provisions of Companies Act, 1956, having its registered office at 45, Maker Chambers III, 223 Nariman Point, Mumbai-400 021 (hereinafter referred to as the 'said Co-Promoters'), the Owners granted development rights in respect of the said larger property more particularly described in the First Schedule hereunder written on the terms and conditions contained therein and retained with them the part of the said larger property admeasuring 10884.09 sq.mts. which actually admeasured 11110.70 sq. mtrs. Having following description:

TALUKA & DISTRICT	VILLAGE	SURVEY NO.	AREA IN SQ. MTS.
THANE	KAVESAR	162/3	3.254
THANE	KAVESAR	163/9(pt)	518.565
THANE	KAVESAR	164/1(PT),164/2(PT)	6100.604
THANE	KAVESAR	165/1(pt), 165/2(pt), 165/3(pt), 165/4(pt) & 165/5(pt)	3432.592
THANE	KAVESAR	166/11(pt), 166/13(pt) & 166/14(pt)	1055.685
TOTAL			11110.700

(hereinafter referred to as 'the said portion') alongwith the structures standing thereon having built-up area of 2454.50 sq.mtrs.

- i. By the said Supplemental Agreement dated 27.6.1990, the Owners confirmed having received entire consideration payable by the Said Co-Promoters to the Owners in accordance with the Agreement dated 26.2.1988 and handed over quiet, vacant and peaceful possession of the said part of the entire property to the Said Co-Promoters.
- ii. Pursuant to the said Agreement the Owners also executed three Powers of Attorney all dated 11.03.1988 in favour of the nominees of the Said Co-Promoters.
- iii. By Order dated 16.2.1991 passed by Deputy Secretary, Housing and Special Assistant Department, the State Government exempted the surplus vacant land on the terms and conditions therein contained subject to handing over to the Government an area of 10,368.96 sq. mts. on the terms and conditions therein contained.
- iv. By an Order dated 8.3.1991 Housing and Special Assistance Department, the State Government gave the permission to undertake composite development of surplus land exempted u/s.20 (1) (a) of the ULC Act with the land permitted to be retained u/s. 8(4).
- v. As per the draft Development Plan of Thane, certain areas were proposed to be reserved for various reservations, and therefore the State Government by its Order dated 15.3.1991 directed that in the first instance an area of 6777.46 sq.mts. (out of 10368.96 sq.mts.) may be surrendered, accordingly a portion of the said Larger Property admeasuring 6777.625 sq.mts. was surrendered to the Government vide possession receipt dated 28.9.1992.
- vi. As per the sanctioned Development Plan, part of the said larger property admeasuring 3950 sq. mtrs. is reserved for 30/40 mtr. wide D. P. Road, while an area of 5465.37 sq.

mtrs. is reserved for Secondary School and an area of 525.00 sq.mts. is reserved for primary school. In addition thereto, an area of 2522.50 sq. mtrs. is shown as setback for widening of Ghodbunder road.

- vii. A small triangular portion admeasuring 288.00 sq.mts. got separated from the said Larger Property by the proposed D.P. road. The Said Co-Promoters intends to retain this triangular portion for future development. Similarly, the Said Co-Promoters intends to retain another portion admeasuring 1106.245 sq.mts. out of the said Larger Property.
- viii. As per the prevailing D.C. rules, out of the said Larger Property, the Said Co-Promoters have handed over to Thane Municipal Corporation an area of 3366.532 sq.mts. as 10% R.G. and an area of 3534.176 sq.mts. as Amenities Open Space. The same are yet to be transferred in the name of TMC in the revenue records. The Said Co-Promoters has given several undertakings/declarations to TMC.
- ix. By Lease in Perpetuity dated 26.4.1997, the said Portion more particularly described in the Fourth Schedule hereunder written was given on lease by the Original Owners to one M/s. Avinash Organics Pvt. Ltd. By Agreement for grant of development rights dated 12.7.2002, the Original Owners and the said M/s. Avinash Organics Pvt. Ltd., granted development rights to the Owners/Developers herein, in respect of the said Portion more particularly described in the Fourth Schedule hereunder written, on the terms and conditions therein contained; Pursuant to the said Agreement, the said M/s. Avinash Organics Pvt. Ltd. also executed a Power of Attorney dated 12.07.2002 in favour of the Owners/Developers/Said Co-Promoters herein.

- x. By Agreement dated 16.2.2004 read with Supplementary Agreement dated 29.6.2004, the Original Owners/ Said Co-Promoters herein granted development rights in respect of the said Portion more particularly described in the Fourth Schedule hereunder written to M/s. Co-Promoters Developers, with a right to demolish existing structures and to consume FSI of 2454.50 sq.mts. already consumed therein along with right to load TDR not exceeding 727 sq.mts. thereon.
- xi. Save and except the FSI/TDR of 3084.688 sq.mts. already utilized while developing the said portion, the Promoters / Said Co-Promoters are entitled to utilize entire balance FSI/TDR in respect of the said Property including the said portion.
- xii. The Said Co-Promoters have granted right of way on the 9 mts. wide internal road vide executing a Deed of Grant of Right of Way dated 25.08.2003 as modified by the Rectification Deed dated 30.01.2004. Accordingly the Grantee mentioned therein has the right of way on the said internal road subject to the terms and conditions mentioned therein.
- xiii. The Forest Department have arbitrarily constructed compound wall on some portion of the said Larger Property claiming to be the boundary of the land belonging to the Forest Department.
- xiv. The Said Co-Promoters intended to develop, by constructing multi storied buildings on the remaining portion of the said Larger Property i.e. other than the said Portion i.e. an admeasuring 48106.422 sq.mts. more particularly described in the First Schedule hereunder written (**the said Property**) alongwith the right to use entire FSI/TDR that may be available in respect of the setback area, D. P. Road reservation, 9 mts. wide internal road, Amenities Open Space,

10% R.G., as well as balance FSI/TDR in respect of the said portion more particularly described in the Fourth Schedule hereunder written.

xv. Vide a Joint Development Agreement, the Said Co-Promoters granted joint development rights of the said Property to the Promoter on the terms and conditions mutually agreed between them. The said Joint Development Agreement dated 22nd June 2010 is registered before the Sub-Registrar of Assurances, Thane under Sr. No. TNN5-07016-2010 on 28/6/2010 (hereinafter referred to as the 'said Agreement').

XVI. Alongwith the said Agreement the Said Co-Promoters also granted various powers vide executing a Power of Attorney dated 22nd June 2010 registered before the Sub-Registrar of Assurances, Thane under Sr. No. 567 on 28/6/2010 (hereinafter referred to as the 'said POA').

xvii. Meanwhile as per Form No. 12 bearing Du. Ra. No. 1054/2014 dated 18/12/2014, the said property is sub-divided and the area affected

* under 60 Mtrs. wide D. P. Road and the name of the said Corporation is recorded as the owner of the new Survey Nos. 163/9C admeasuring 1500 sq. mtrs., Survey Nos. 163/10b admeasuring 210 sq. mtrs.,

* under 30 Mtr. & 40 Mtr. wide D. P. Road and the name of the said Corporation is recorded as the owner of the new Survey Nos. 166/30b admeasuring 2250 sq. mtrs.

* under Recreation Ground 10% and the name of the said Corporation is recorded as the owner of the new Survey Nos. 166/10c admeasuring 550 sq. mtrs., Survey Nos. 166/21a admeasuring 350 sq. mtrs., Survey Nos. 166/15c admeasuring 1600 sq. mtrs., Survey Nos. 166/16f admeasuring 200 sq. mtrs., Survey Nos. 166/23b admeasuring 500 sq. mtrs., Survey Nos.

166/26a admeasuring 150 sq. mtrs. And Survey Nos. 166/27a admeasuring 40 sq. mtrs.,

* under Amenity Space and the name of the said Corporation is recorded as the owner of the new Survey Nos. 166/16c admeasuring 3450 sq. mtrs., Survey Nos. 166/11c admeasuring 110 sq. mtrs. And Survey Nos. 165/3b admeasuring 80 sq. mtrs.

* under Primary School Reservation No. MAP-9 and the name of the said Corporation is recorded as the owner of the new Survey Nos. 166/14b/2 admeasuring 220 sq. mtrs. And Survey Nos. 166/23a/2 admeasuring 10 sq. mtrs.

* under Secondary School Reservation No. 7 and the name of the said Corporation is recorded as the owner of the new Survey Nos. 166/14b/1 admeasuring 280 sq. mtrs. Survey Nos. 166/22b admeasuring 50 sq. mtrs., Survey Nos. 166/23a/1 admeasuring 20 sq. mtrs., Survey Nos. 166/24b admeasuring 800 sq. mtrs., Survey Nos. 166/25a/1 admeasuring 1190 sq. mtrs. And Survey Nos. 166/30c/1 admeasuring 1830 sq. mtrs.

* Area handed over to MHADA and the name of MHADA is recorded as the owner of the new Survey Nos. 166/15e admeasuring 1920 sq. mtrs., Survey Nos. 166/16h admeasuring 520 sq. mtrs., Survey Nos. 166/23c admeasuring 20 sq. mtrs., Survey Nos. 166/25c admeasuring 250 sq. mtrs., Survey Nos. 166/26b admeasuring 1150 sq. mtrs., Survey Nos. 166/27b admeasuring 1930 sq. mtrs., Survey Nos. 166/28b admeasuring 1590 sq. mtrs., Survey Nos. 166/32b admeasuring 190 sq. mtrs. and Survey Nos. 166/33a admeasuring 210 sq. mtrs.

C. The Promoter is in possession of the said property to carry out the development of it.

D. Pursuant to the above, the Promoters have acquired the development rights in respect of the Said Property more particularly described in the Second Schedule hereunder written and the Promoters are absolutely entitled to develop the Said

Property by consuming the entire FSI/TDR that may be permitted to be utilized in respect thereof. The Promoters herein have thus become lawful Developer of the Said Property and has initiated further steps in terms of the said Agreement for the purpose of development of the said property and for compliance of other responsibilities to develop the said property.

E. PERMISSIONS FOR COMMENCEMENT TO WORK:

The following orders/permissions have been acquired from the concerned authorities in respect of the development of the Said Property:

- i. The Collector, Thane was pleased to grant non-agricultural permission bearing no. Mahsul/k-1/Te.1/NAP/Kavesar/SR-16/2012 dated 9/5/2012.
- ii. The Promoter have appointed SUVARNA GHOSH, as an Architects for the said project and have appointed SHRI AJAY MAHALE AND ASSOCIATES as the Structural Engineer for the development project of the said property and entered requisite agreements with the said Architect and the said Engineer.
- iii. The said Corporation has accorded approval to the amended plans, submitted under V. P. No. 88/415/TMC/T.D.-D.P./TPS/288 dated 13/9/2010.
- iv. The said Corporation has issued amended Sanction of Development Permission/Commencement Certificate bearing V. P. No. 88/415 TMC/TDD 288 Date 13/9/10.
- v. Environment Clearance Certificate bearing no. SEAC-2010/CR.391/TC-2 dated 10/6/2011 issued by Secretary Environment Department & MS. SEIAA.
- vi. Amended Sanction of Development Permission/Commencement Certificate bearing V. P. No. 88/415 TMC/TDD 197 dated 15/10/2011.
- vii. Amended Sanction of Development Permission/Commencement Certificate bearing V. P. No.

88/415 TMC/TDD 25 dated 29/4/2016;A copy of which is annexed herewith and marked as **ANNEXURE 'A'**.

F. The Title of the said property is investigated and the Title Certificate dated 18th November 2010 is issued by Advocates, Purnanand & Co.; copies of which are annexed herewith and marked as **ANNEXURE 'B'**.

AND WHEREAS by virtue of the abovesaid Agreements, Power of Attorneys and various permissions, plans sanctioned by the said Corporation; the Promoter have constructed multi storied buildings 1/2/3/4/7/8 to be known as **Solitaire-A Wing/Solitaire-B Wing, Sapphire-1 Sapphire-2, Sapphire-3 upto 4th floor, Ruby-1, Ruby-2** comprising 21 habitable floors with podium on the said property by consuming FSI/TDR permitted to be utilized in respect thereof.

AND WHEREAS the Promoters and the Co-Promoters have sold the Apartments in the said buildings constructed on the said property and handed over the possession of the Apartments to its respective owners;

AND WHEREAS the said Corporation issued Occupancy Certificate

- i. V. P. No. 88/415 TMC/TDD/168 dated 30/11/2015 of Building No. 1 (Wing A & B) for ground floor plus first floor (mezzanine floor)
- ii. V. P. No. 88/415 TMC/TDD/26 dated 29/4/2016 of Building No. 1 (Wing A & B) for Basement plus ground plus first floor (mezzanine floor) plus second floor (podium) plus 3rd and 4th floor (commercial) and Building no. 7 & * for stilt plus 1st to 20th floors.
- iii. V. P. No. 88/415 TMC/TDD/144 dated 22/11/2016 of Building No. 1 (Wing A & B) for 5th floor stilt (part) plus 6th to 29th floor and Building No. 2 & 3 for L G plus UG plus stilt plus 27 floors.

AND WHEREAS the Promoter has already applied to the said Corporation for Occupancy Certificate for the Floor 1A consisting totally 12 Apartments (hereinafter referred to as the '**said floor**') of Building no. 7 namely Ruby-1 and Building no. 8 namely Ruby-2 (hereinafter referred to as the '**said Buildings**') constructed on portion area admeasuring _____ sq. mtrs. out of the said property more particularly described in the Third Schedule hereunder written (hereinafter referred to as '**the project land**') under the said project '**Cosmos Jewels**'; the said application for Occupancy Certificate is pending for its issuance. The Promoter has also started construction of the Club House in the said project and will be completed before March 2019;

AND WHEREAS the Promoter and the Co-Promoter have registered the Project Cosmos Jewels for the **said floor of the said Buildings** in the said project as first phase under the provisions of the Act with the Real Estate Regulatory Authority at _____ No _____; authenticated copy is annexed herewith as **ANNEXURE 'C'**;

AND WHEREAS in next phases the Promoter intends to construct upper floors upto 27th of the Building No. 4 namely Sapphire-3 and other buildings in the said project by utilizing Floor Space Index by availing TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project; the Promoter hereby agree to inform the same to the Allottee as soon as the amended plan is sanctioned by the said Corporation;

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the

Apartments in the said building to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof; Riddhi Siddhi Developers Pvt. Ltd. being the previous developers of the said property and as entitled to develop the said property jointly as per the terms and conditions of the said Development Agreement and the said Power of Attorney; is added as the Co-Promoter of the said project.

AND WHEREAS the Allottee herein was/were interested in purchasing and acquiring premises suitable to his/her/their needs and purposes in the vicinity of the Project Land and having come to know about the development of the Project Land, the Allottee approached the Promoters and showed his/her/their willingness to purchase and acquire on ownership basis, the premises in the said floor of the said Building erected on the Project Land;

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

AND WHEREAS the authenticated copies of the plans of the Lay out as proposed by the Promoter and according to which the construction of the said buildings and open spaces are proposed to be provided for in the said project have been annexed hereto and marked as **ANNEXURE 'D'**,

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No..... of carpet area admeasuring sq. metres which is equivalent to _____ sq. feet carpet area as per the definition of the said Act alongwith deck admeasuring _____ sq. meters which is equivalent to _____ sq. feet carpet area and enclosed balcony (if any) admeasuring _____ sq. meters which is equivalent to _____ sq. feet carpet area on **floor 1A** in wing situated in the building no. 7 / 8 to be known as Ruby-1 / Ruby-2 (hereinafter referred to as the '**said building**') constructed in the first phase of the said Project (hereinafter referred to as the '**said Apartment**') alongwith the benefit to use _____ covered / mechanize car parking for the consideration and on the terms and conditions appearing hereinafter.

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

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

ANDWHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain

the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

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

AND WHEREAS as per the said Agreement entered into between the Promoters and the Co-Promoter the sale proceeds are required to be deposited in a designated account. Accordingly Promoters and the Co-Promoter have opened a designated account "Cosmos Riddhi Siddhi Developers". The Allottee shall pay the entire consideration by issuing A/c Payee Cheque or Demand Draft drawn in favour of "Cosmos Riddhi Siddhi Developers" only.

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

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter and the Co-Promoter a sum of Rs./- (Rupees.....) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or

Application Fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

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

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Apartment and the covered parking _____.

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

1. The Promoter has constructed the said Buildings on the said project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

- 1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee the said Apartment bearing No. of the

type of carpet area admeasuring sq. metres which is equivalent to _____ sq. feet carpet area alongwith deck admeasuring _____ sq. meters which is equivalent to _____ sq. feet carpet area and enclosed balcony (if any) admeasuring _____ sq. meters which is equivalent to _____ sq. feet carpet area on floor in _____ wing of the said building as shown in the Floor plan thereof here to annexed and marked ANNEXURE '____' for the consideration of Rs. including Rs. being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Third Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately)

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos. _____ situated at _____ Basement and / or stilt and / or podium being constructed in the layout for the consideration of Rs. _____/-

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

1.c The Allottee has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ Only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. _____/- (Rupees _____ Only) in the following manner –

SR. NO.	DETAILS	AMOUNT (Percentage)
A	On or before (including advance payment or application fee)_____	70%
B	On Completion of Walls, Internal Plaster, Floorings, Doors and Windows of the said Apartment	5%
C	On Completion of Sanitary Fittings, Staircases, lift Wells, Lobbies	5%
D	On Completion of External Plumbing, External Plaster, elevation, Terraces with Waterproofing.	5%
E	On Completion of the lifts, Water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, pavings of the area appertain and all other requirements as may be prescribed in the agreement	10%
f	On Possession after receiving Occupancy certificate	5%
	TOTAL	100%

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

1.e The Total Price is escalation – free, save and except escalations / increases, due to increase on account of development charges payable to the competent authority and / or any other increase in charges which

may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc. the Promoter shall enclose the said notification / order / rule / regulation published / issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

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

1.g The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated up on confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty – five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at

the same rate per square meter as agreed in Clause 1 (a) of this Agreement.

1.h The Allottee authorizes the Promoter to adjust / appropriate all payments made by him / hereunder any head(s) of dues against lawful outstanding, if any, in his / her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object / demand / direct the Promoter to adjust his payments in any manner.

1.i The Promoter confirms that it is developing the Project Land with the use of the balance Floor Space Index (FSI), Additional FSI, Fubgible FSI, and Transferable Development Rights (TDR) in accordance with the plans sanctioned by the concerned planning authority of Thane Municipal Corporation.

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

2. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the said Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him / her and meeting the other obligations under the Agreement subject to the simultaneous completion of

construction by the Promoter as provided in clause 1 (c) hereinabove. ("Payment Plan").

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

4.1. If the Promoter fails to abide by the time schedule for completing the project and handing over the said Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2. Without prejudice to the right of promoter to charge interest in terms of sub – clause 4.1 above, on the Allottee committing default in payment on due date of any amount due

and payable by the Allottee to the Promoter under this Agreement (including his / her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. In such event the Allottee shall be liable to pay ____ % of the total consideration for purchase of the said Apartment to the Promoters as liquidated damages.

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

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with of best quality to be provided by the Promoter in the said building and the Apartment as are set out in **ANNEXURE 'F' & 'G'**, annexed hereto.

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

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

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

If the Promoters for any of the aforesaid reasons beyond the control of the Promoters is/are unable to give possession of the said Apartment by the date stipulated hereinabove, the Promoters shall be entitled to proportionate extension of time for handing over possession of the said Apartment. It is specifically agreed by the Allottees that, during such proportionate extension period, Allottees shall not be entitled to cancel this Agreement or claim any interest. If the Promoter fails and neglects to give possession of the said Apartment to the Allottee/s even after the period so extended because of the any of any of the aforesaid reasons, then the Promoters shall be liable on demand to refund to the Allottee/s the amount already received by it in respect of the said Apartment alongwith interest

at the rate of Rs. ____% per annum. It is agreed that upon refund of the said amount with interest as aforesaid, the Allottee/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoters or in respect of the said Apartment and/or said building or project land in any manner whatsoever and the Promoters shall be entitled to deal with and dispose of the said Apartment to any person or the party as the Promoters may desire.

7.1 PROCEDURE FOR TAKING POSSESSION – The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the said Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the said Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the said Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartment is ready for use and occupancy.

7.3 FAILURE OF ALLOTTEE TO TAKE POSSESSION OF THE SAID APARTMENT – Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of

the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable and other government taxes if applicable.

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

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

8.1 So long as each of the Apartments / Covered Parking Spaces in the said Building is/are not separately assessed for municipal taxes and water taxes etc., the Allottees shall pay to the Promoters or to the Society when formed, a proportionate share of the municipal taxes and water taxes etc. assessed on the whole building, such proportion to be determined by the Promoters on the basis of the area of each Apartment / covered parking in the said building. The Allottee/s alongwith the other Apartment holders will not require the Promoters to contribute

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 Promoters. The Promoters will also be entitled to the refund of the municipal taxes on account of the vacancy of such Apartments.

8.2 The Allottee shall use the said Apartment or any part thereof or permit the same to be used only for purpose of *residence / office / show – room / shop / godown for carrying on any industry or business. (*strike of which is not applicable) He shall use the parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s) of Apartments in the building shall join in the Society namely Ruby-1 Co-operative Housing Society or Ruby-2 Co-operative Housing Society and for this purpose also from time to time sign and execute the application for membership and the other papers and documents necessary to become a member as per the bye – laws of the Society.

9.1 The Promoter shall, within three months of obtaining Occupancy Certificate from the said Corporation, cause to be transferred to the society or Limited Company all the right, title and the interest of the Owners / Promoter in the said structure of the Building in which the said Apartment is situated.

9.2 The Promoter shall, within three months of registration of the Federation / apex body of the Societies or Limited Company of all the buildings and the proposed buildings in the said project, as aforesaid, cause to be transferred to the Federation / Apex body all the right, title and the interest of the Owners / Promoters in the project land on which the building with multiple wings or buildings are constructed.

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

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts –

- (i) Rs./- for share money, application entrance fee of the Society or Limited Company / Federation / Apex body.

- (ii) Rs./- for formation and registration of the Society or Limited Company / Federation / Apex body.
 - (iii) Rs./- for proportionate share of taxes and other charges / levies in respect to the Society or Limited Company / Federation / Apex body.
 - (iv) Rs./- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company / Federation / Apex body.
 - (v) Rs./- for Deposit towards Water, Electric, and other utility and services connection charges &
 - (vi) Rs./- for deposits of electrical receiving and Sub Station provided in Layout.
 - (vii) Rs./- for deposits of development charges.
11. The Allottee shall pay to the Promoter a sum of Rs./- for meeting all legal costs, charges and expenses, including professional costs of the Attorney – at – Law / Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye – laws and the cost of preparing and engrossing the conveyance or assignment of lease.
12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building / wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such

conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows –

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances up on the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the clause no. F hereinabove;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building / wing are valid and subsisting and have been obtained by following due

process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building / wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building / wing and common areas;

- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered in to any agreement for sale and / or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates,

charges and taxes and other monies, levies, impositions, premiums, damages and / or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and / or the Project except those disclosed in the title report.
14. The Allottee/s or himself / themselves with intention to bring all persons into whosoever in 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 tenantable repair and condition from the date that of possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the 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 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 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 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 building in which the said Apartment is situated, including entrances of the building in which the said Apartment is situated and in case any damage is caused to the building in which the said Apartment is situated or the said Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the 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 committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and / or other public authority.
- iv. Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at anytime 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 building in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment and the appurtenances there to in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the 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, Pardisor other structural members in the said Apartment without the prior written permission of the Promoter and / or the Society or the Limited Company.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the said Apartment is situated or any part there of or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the said Apartment is situated.
- vii. Not to decorate the exterior of the said Apartment otherwise than in a manner agreed to with the Promoters.
- viii. Not to affix or put any dish antenna 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 the exterior elevation of the said Apartment and the said Building. The Allottee/s can put additional A. C. condenser unit/s only after taking written permission of the Promoters.

- ix. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the said Apartment is situated.
- x. 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 for any purposes other than for purpose for which it is sold.
- xi. The Allottee shall not let, sub – let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- xii. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye – laws for the time being of the

concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society / Limited Company / Apex Body / Federation regarding the occupancy and use of the said Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out – goings in accordance with the terms of this Agreement.

- xiii. Till a conveyance / assignment of lease of the structure of the building in which said Apartment is situated is executed in favour of Society / Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter in to and up on the said buildings or any part thereof to view and examine the state and condition thereof.
- xiv. Till a conveyance / assignment of lease of the project land on which the building in which said Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter in to and up on the project land or any part thereof to view and examine the state and condition thereof.
- xv. Until the said property is fully developed, not to obstruct or prevent the Promoters in any manner whatsoever from carrying out further construction of buildings or structures, in such manner as the Promoters may deem fit and proper, as per the sanctioned plans.

- xvi. Not to raise any nature of objection for giving access to the third party/s for the plots going through the plot/building compound, to such owners/possession holders of the third party plots within the said property. To record his/her/their consent for giving such access.
15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co – operative Society or association or Company or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society / Limited Company or other body and until the project land is transferred to the Apex Body / Federation as herein before mentioned.
17. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**
- After the Promoter executes this Agreement he shall not mortgage or create a charge on the 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 who has taken or agreed to take said Apartment.

18. BINDING EFFECT

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

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and superseeds 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.

20. RIGHT TO AMEND

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

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

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

22. SEVERABILITY

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

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

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

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only up on 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, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub – Registrar. Hence this Agreement shall be deemed to have been executed at _____.

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

_____ Name of Allottee
 _____ (Allottee's Address)
 Notified Email ID – _____

M/s. Cosmos Lifestyle- Promoter name
 _____ (Promoter Address)
 Notified Email ID – _____

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

28. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name

appears first and at the address given by him / her which shall for all intents and purposes to consider as properly served on all the Allottees.

29. STAMP DUTY AND REGISTRATION – The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

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

31. GOVERNING LAW

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

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

THE FIRST SCHEDULE ABOVE REFERRED TO
(The said larger property)

All those pieces or parcels of land situate at village Kavesar, Thane in the Registration District and Sub-District of Thane

bearing Survey Nos. and Hissa Nos. within the limits of Thane Municipal Corporation.

Sr. No.	Survey No.	Hissa No.	Area in Sq. Mtrs.
1	162	3	10550
2	163	9B	900
3	163	9D	2310
4	163	10A	1760
5	164	1	2800
6	164	2	4500
7	165	1B	100
8	165	1C	50
9	165	2B	3010
10	165	3A	1060
11	165	4	350
12	165	5	810
13	165	6	1660
14	165	7	910
15	166	10B	400
16	166	11B	1390
17	166	12B	250
18	166	13B	400
19	166	15B	860
20	166	15D	120
21	166	16B	300
22	166	16D	270
23	166	16E	30
24	166	16G	5030
25	166	17	1000
26	166	18	400
27	166	19	1200
28	166	20	1100
29	166	21B	50
30	166	23A/3	450
31	166	25A2	100
32	166	25C	1060
33	166	26C	500
34	166	27C	1030
35	166	28A	50
36	166	28C	160
37	166	30C/2	10
38	166	30C/3	30
39	166	30D	1730
40	166	32A	410
41	166	33B	290

42	166	34	1400
	TOTAOL AREA		50790

On or towards the North: by the property belonging to Aniline Dye-stuffs and Pharmaceuticals Ltd.

On or towards the South: by the property belonging to Forest Department

On or towards the East: by Ghodbunder Road and

On or towards the West: by the property belonging to Abdul Kadir Sheikh Mohammed Warekar

THE SECOND SCHEDULE ABOVE REFERRED TO

(The said property)

All those pieces or parcels of land situate at village Kavesar, Thane in the Registration District and Sub-District of Thane being part of the said Larger Property more particularly described in the First Schedule here above written admeasuring about 48106.422 sq.mts. including area under reservations namely Set back area, D.P. Road (30 mts. & 40 mts.wide), Amenities Open Space and 10% R.G., handed over to TMC.

THE THIRD SCHEDULE ABOVE REFERRED TO

(The said Project Land)

All those pieces or parcels of portion admeasuring _____ sq. mtrs. out of the said property on which the said buildings no. 7 / 8 being known as Ruby-1 / Ruby-2 are constructed.

THE THIRD SCHEDULE ABOVE REFERRED TO

(The Said Apartment)

ALL THAT PREMISES being Apartment bearing no. _____ admeasuring _____ sq. ft. equivalent to _____ sq.

mtrs. on the floor-1A of the Building No. 7 / 8 i.e. Ruby-1 / Ruby-2, constructed on the said project land under the name of the project 'Cosmos Jewels'.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee : (including joint buyers)

(1) _____

Please affix
photograph
and sign

across the
photograph

Please affix
photograph
and sign

across the
photograph

(2) _____

At _____ on _____

In the presence of WITNESSES –

1. Name _____

Signature _____

2. Name _____

Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

COSMOS LIFESTYLE

Through its Partner

Please affix
photograph
and sign

across the
photograph

WITNESSES

1. Name _____

Signature _____

2. Name _____

Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Co-Promoter:

RIDDHI SIDDHI DEVELOPERS PVT. LTD.

Through its Authorised Signatory

Please affix
photograph
and sign
across the
photograph

WITNESSES

1. Name _____

Signature _____

2. Name _____

Signature _____

Note –Execution clauses to be finalized in individual cases
having regard to the constitution of the parties to the
Agreement.

Place –

Date _____ day of _____ 20 _____.

ANNEXURE – A

Authenticated copy of Commencement Certificate

ANNEXURE – B

Title Certificate dated 18/11/2010

ANNEXURE – C

Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority

ANNEXURE – D

Copy of plans of the Layout as approved by the concerned Local Authority.

ANNEXURE – E

Copy of the floor plan of the said Apartment as approved by the concerned local authority

ANNEXURE – F

Common amenities

ANNEXURE – G

Specifications and Amenities of the said Apartment and the Building

Received of and from the Allottee above named the sum of Rupees on execution of this agreement towards Earnest Money Deposit or application fee.

We say received.

COSMOS LIFESTYLE
The Promoter/s

RIDDHI SIDDHI DEVELOPERS PVT. LTD.
The Co-Promoter/s