

## AGREEMENT

ARTICLES OF AGREEMENT made at Navi Mumbai this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ BETWEEN,

**M/S. SHANTANU REALTORS, THROUGH ITS PROPRIETOR MR. KAMLESH AVCHAR SHAH**, an Indian Inhabitant, having office address at G - 14, A.P.M.C. Market - 1, Mudi Bazar, Sec-19, Vashi, Navi Mumbai, having a PAN Card No.AFZPS3276E, hereinafter referred to as the “**PROMOTER**” (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his legal heirs, executors, administrators and assigns) of the **ONE PART**

## AND

Mr./Mrs./M/s. \_\_\_\_\_ of Mumbai, Indian Inhabitant, (PAN NO \_\_\_\_\_) (Aadhaar No. \_\_\_\_\_) Residing at \_\_\_\_\_ hereinafter referred to as "**THE PURCHASER/S/ALLOTTEE/S**" [which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include his/her/their legal heirs, administrators and permitted assigns] of the **OTHER PART**:

[OR]

### [If the Purchaser /Allottee are a Company]

\_\_\_\_\_, (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 \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_, duly authorized *vide* board resolution dated \_\_\_\_\_, hereinafter referred to as the “**THE PURCHASER/S /ALLOTTEE/S**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the **OTHER PART**.

[OR]

**[If the Purchaser /Allottee are a Partnership]** \_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) authorized *vide* \_\_\_\_\_, hereinafter referred to as the “**THE PURCHASER/S /ALLOTTEE/S**” (which expression shall unless repugnant to the context or meaning thereof be deemed to include the said firm, the partners for the time being of the firm, the survivors or survivor of them and the heirs, executors and administrators of last surviving partner and their/his/her assigns) of the **OTHER PART**.

[OR]

**[If the Purchaser /Allottee is a HUF]** Mr. \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter referred to as the “**THE PURCHASER/S /ALLOTTEE/S**” (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **OTHER PART**.

**WHEREAS:-**

- A. THE CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, is a company incorporated under the Companies Act, 1956 (I of 1956) (hereinafter referred to as “THE CIDCO”) and having its registered office at Nirmal, 2<sup>nd</sup> Floor, Nariman Point, Mumbai-400 021. The Corporation has been declared as a New Town Development Authority under the provision of Sub Section (3A)

of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act No.XXXVII of 1966) (hereinafter referred to as “THE SAID ACT”) for the New Town of Navi Mumbai by the Government of Maharashtra in the exercise of its powers for the area designated as site for a New Town under Sub-Section (1) of Section 113 of the said Act;

- B. And whereas the state Government has acquired the lands within the designated area of Navi Mumbai and vested the same in the Corporation (CIDCO) by an order duly made in that behalf as per the provisions of Section 113 of the said Act;
- C. And whereas by virtue of being the Development Authority the Corporation (CIDCO) has been empowered under Section 118 of the said Act to dispose off any land acquired by it or vested into it in accordance with the proposal approved by the State Government under the said Act;
- D. The project affected persons Shri. Joma Undir Patil having address at - Post Karanjade, Tal. Panvel, Dist. Raigad of Village Karanjade, Navi Mumbai, whose below mentioned lands were acquired/so vested in CIDCO for the development of New Town of Navi Mumbai and as per the scheme of 12.5% G.E. Scheme, the said Project Affected Persons became entitled to the plot of land in the vicinity of Navi Mumbai at Karanjade Node.

DESCRIPTION OF THE LAND AQUIED

| VILLAGE | UNITCASE NO | S.NO | H. NO.         | AREA   |
|---------|-------------|------|----------------|--------|
| KOPAR   | 7A          | 9    | 9              | 0-02-0 |
|         |             | 6    | 6              | 0-16-0 |
|         |             | 53   | 15             | 0-22-7 |
|         | 7C          | 7    | <u>1+2+3+5</u> | 0-19-2 |
|         |             |      | 2              | 0-09-0 |
|         |             | 54   | 16             | 0-9-4  |
|         |             | 99   |                | 0-0-3  |
|         |             |      | 6              | 0-9-7  |
|         |             | 99   | 2              | 0-33-3 |

|  |     |    |       |         |
|--|-----|----|-------|---------|
|  |     |    |       | 0-0-4   |
|  |     | 53 | 15    | 0-22-7  |
|  | 7D  | 6  | 2     | 0-08-9  |
|  |     |    |       | 0-00-5  |
|  |     | 91 | 3     | 0-07-2  |
|  |     |    |       | 0-00-9  |
|  |     | 92 | 9     | 0-06-6  |
|  |     |    |       | 0-00-2  |
|  |     | 92 | 3     | 0-16-5  |
|  |     |    |       | 0-00-9  |
|  |     | 96 | 3     | 0-06-7  |
|  |     |    |       | 0-00-9  |
|  |     | 94 | 15    | 0-30-5  |
|  |     |    |       | 0-02-00 |
|  |     | 88 | 8     | 0-39-0  |
|  | 7E  | 89 | 11    | 0-50-3  |
|  | 17  | 38 | 2+3+4 | 0-06-0  |
|  |     |    | B/P   |         |
|  | 263 | 99 | 21    | 0-15-04 |

E. And whereas under its 12.5% Gaothan expansion scheme, in lieu of above mentioned acquired land the legal heirs of Late Joma Undir Patil i.e. 1) Shri. Ananta Joma Patil, 2) Smt. Babibai Khandu Pawar, 3) Shri. Tukaram Joma Patil, 4) Smt. Sita Atmaram Patil, 5) Smt. Kanta Rajaram Patil, 6) Smt. Joyti Anil Mhatre, 7) Shri. Bhushan Atmaram Patil, 8) Smt. Shobha Jagdish Patil, a) Kumari. Akshada Jagdish Patil b) Kumari. Amisha Jagdish Patil (Minor). having address at-Post Karanjade, Tal. Panvel, Dist. Raigad, hereinafter jointly referred to as “ORIGINAL ALLOTEE/LICENSEE” were entitled plot of land area admeasurements on or about 2450.00Sq. Mtrs. vide CIDCO File No.468, Situated lying and being at Karanjade, Tal. Panvel, Dist. Raigad.

F. And Whereas due to paucity of funds and lack of building construction experience ORIGINAL ALLOTEE/LICENSEE has decided to develop the plot area admeasurements on or about 2450.00 through the

PROMOTER, therefore executed the development agreement dated 14/05/2008 on the terms and conditions mentioned therein. And also agreed to transfer the said plot to the PROMOTER in the record of the CIDCO.

G. And Whereas the CIDCO has allotted the below mentioned plot of land to the ORIGINAL ALLOTEE/LICENSEE as per their entitlement against the land acquisition , vide computerized Lottery System dated 10/06/2008.

| Description of Plot Allotted<br>CIDCO File No. 468, |          |        |                 |
|-----------------------------------------------------|----------|--------|-----------------|
| Node                                                | Plot No. | Sector | Area            |
| Karanjade                                           | 92       | 06     | 2449.65 sq.mtr. |

and more particularly described in the First Schedule hereunder written (hereinafter referred to as “THE SAID PLOT”)

H. And Whereas by an Agreement to Lease dated 05/10/ 2011executed by and between the CIDCO and ORIGINAL ALLOTEE/LICENSEE, the CIDCO agreed to grant to the said ORIGINAL ALLOTEE/LICENSEE a lease in respect of all that piece or parcel of land bearing Plot No. 92, situated at Karanjade, Sector 6, in Village / Site Karanjade of 12.5% (Erstwhile Gaothan Expansion Scheme) containing by admeasurements 2449.65 Square meters or thereabouts/said plot for residential and commercial purpose on 60 years Lease under 12.5% Scheme (GES) and on the terms and conditions and for the consideration as contained in the said Agreement to Lease. The said Agreement to Lease is registered with the Office of Sub-Registrar of Assurances at Panvel under Serial No. PVL-3-9984/2011 dated 10/10/2011.

I. And Whereas as agreed as per Development Agreement dated 14/05/2008 on the request of the ORIGINAL ALLOTEE/LICENSEE total constructed area would be divided equally between the parties and accordingly, the PROMOTERS has agreed to transfer the 50% constructed area directly to the ORIGINAL ALLOTEE/LICENSEE and their relatives/legal heirs (as the property is ancestral joint family

property) in lieu of the consideration by executing registered agreement dated 06/09/2013 in which PROMOTER has agreed to give 50% units to the ORIGINAL ALLOTEE/LICENSEE and decided to retain the remaining units in the said project. The said Development Agreement is duly registered with the Sub-Registrar of Assurances under the Serial No. PVL-4-8473-2013 dated 06/09/2013

J. And Whereas as agreed as per Development Agreement dated 14/05/2008 Development Agreement dated 06/09/2013 a Tripartite Agreement dated 06/09/2013 executed by and between CIDCO, the said ORIGINAL ALLOTEE/LICENSEE and PROMOTER and the CIDCO has granted to the said PROMOTERS a license to enter the said Plot and upon such terms and conditions as contained therein with a right to develop the same as permissible under General Development Control Rules for New Bombay, 1975. The said Tripartite Agreement is duly registered with the Sub-Registrar of Assurances under the Serial No. PVL-4-8474-2013 dated 06/09/2013

K. And Whereas the CIDCO, vide its letter dated 16/09/2013 bearing reference no. CIDCO/VASAHAT/SATYO/KARANJADE/468/2013, has substituted the said PROMOTER as the NEW LICENSEES in respect of the said plot instead and in place of the said ORIGINAL ALLOTEE/LICENSEE and on the request of the said ORIGINAL ALLOTEE/LICENSEE, the CIDCO has transferred the said plot in favour of the PROMOTERS upon such terms & conditions as mentioned therein.

L. Pursuant thereto, the PROMOTERS herein became well and sufficiently entitled to the said plot in the capacity of NEW LICENSEES.

M. In the above circumstances, the PROMOTER are entitled to develop the said plot by constructing residential cum commercial building as per the building plans sanctioned by the concerned authorities.

N. AND WHEREAS the PROMOTERS has entered into a standard Agreement with an Architect **M/s. D. G. Shah & Associates (MR. Dilip G. Shah)** having its registered Office at 606, Thacker Tower, Plot

no 86, sector – 17, Vashi, registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

- O. AND WHEREAS the PROMOTERS has appointed a **M/s. CSE Consultants (Mr. Rajesh Shah)** having its registered Office at A/71, Crystal apartment, Link road, Dahnukar Wadi, Kandivali (w), Mumbai, as a structural Engineer for the preparation of the structural design and drawings of the buildings and the PROMOTERS accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings to issue proportionate completion certificate for the work completed by the PROMOTER/NEW LICENSEES
- P. AND WHEREAS the PROMOTER have appointed **Mr. AJIT RAMCHANDRA MORE**, having its registered Office at: Shop No. 3, Sunil Building, Shimpoli Road, Borivali (West), Mumbai - 400092 as the Chartered Account to maintain the accounts for the said Project for withdrawal of amounts from the separate Bank Account to be specifically opened for the said Project as per the Real Estate (Regulation and Development) Act, 2016.
- Q. The PROMOTER through their Architects Mr. Dilip G. Shah, have prepared building plans by initially utilizing permissible FSI, by proposing to construct a residential cum commercial building on the said plot (hereinafter referred to as the said Layout). The PROMOTER have submitted to the CIDCO and other authorities the building plans, specifications and designs for the said plot in the name of ORIGINAL ALLOTTEE/LICENSEE as requested by the ORIGINAL ALLOTTEE/LICENSEE to the PROMOTER. Accordingly the CIDCO has sanctioned the building plans, specifications and designs submitted by the ORIGINAL ALLOTTEE/LICENSEE and granted its Commencement Certificate and development permission in the name of ORIGINAL ALLOTTEE/LICENSEE (upon the application submitted to the CIDCO dated 16/08/2013, 20/01/2014, & 30/05/2014 in the name of ORIGINAL ALLOTTEE / LICENSEE vide its letter dated 11/07/2014, having reference no. DCO/BP/-12594/TPO(NM&K) 2014 , to construct

a residential cum commercial building of ground plus upper 13 floors. The copy of the said Commencement Certificate dated 11/07/2014 is annexed hereto and marked as **Annexure “A”**.

R. The said plot is earmarked for the purpose of Residential cum Commercial Project/Building consisting of Ground and 13 (Thirteen) upper floors and the said Project shall be known as **“EXCELLANZAA”** (hereinafter referred to as the said Building/Project)

S. And Whereas as agreed as per Development Agreement dated 14/05/2008 and Development Agreement dated 16/09/2013 PROMOTERS has already transfer the 50% constructed area directly to the ORIGINAL ALLOTEE/LICENSEE and their relatives/legal heirs (as the property is ancestral joint family property) by way of executing independent register deed in favour of them .

T. And Whereas In the above circumstances PROMOTERS herein became well and sufficiently entitled to sold and retain the remaining units in the said project.

U. And whereas it has been agreed between the PROMOTER and ORIGINAL ALLOTEE/LICENSEE that the said construction would be constructed and completed by the PROMOTER only and hence, in the said circumstances, the PROMOTER has already applied for the revised commencement certificate on 19/7/2017 to the CIDCO authority. Accordingly the CIDCO has granted its Revised Commencement Certificate and development permission in the name of PROMOTER vide its letter dated 31/07/2017, having reference no. CIDCO/BP-12594/TPO(NM)/2017, The copy of the said Revised Commencement Certificate dated 31/07/2017 is annexed hereto and marked as Annexure **“B”**.

V. AND WHEREAS the PROMOTER has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority bearing project registration number : P52000008939; authenticated copy is attached in **Annexure ‘C’**;

W. The Report on Title and Revised Reports on Title issued by Adv. Sheetal S. Bhalekar, having office at Bawa Tower, Office No. 122, Sector – 17, Vashi, has been verified and inspected by the Purchaser/s and a copy thereof has been annexed hereto and marked as **Annexure “D”**. The Purchaser/s has/ have also prior to the execution of this Agreement for himself / herself satisfied about the right and title of the PROMOTER&ORIGINAL ALLOTTEE/LICENSEE to the said plot, the right of the PROMOTER to develop the said plot and to construct the said proposed Complex/Building on the said plot more particularly described in the First Schedule hereunder written. The Purchaser/ has / have, by virtue of his having executed this Agreement, is deemed to have accepted the title of the PROMOTER to the said plot as clear & marketable & free from all encumbrances and no further requisition or objection shall be raised upon it in any matter relating thereto.

X. The Purchaser has demanded and the PROMOTER have given to the Purchaser/s inspection of the following documents:-

- i. Agreement to Lease dated 05/ 10/ 2011,
- ii. Tripartite Agreement dated 06/09/2013,
- iii. CIDCO's Final Transfer Order, vide letter dated 16/09/2013
- iv. All other relevant documents, letters, papers and writing referred to herein
- v. All plans sanctioned by the CIDCO and other authorities, the designs, specifications etc., submitted to CIDCO, and other authorities as required under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made there under, including the Commencement Certificate dated 11/07/2014.

Y. The Purchaser/s has / has examined the foregoing Agreements and relevant documents, letters, papers and writings inspection of which, the PROMOTER have given to him/her / them and get him/her / them satisfied and on satisfying himself/herself/ themselves about the plans and after the perusal of various deeds and documents, specifically referred to herein above and after satisfying himself as regards the other terms and conditions including the Title of the

ORIGINAL ALLOTEE/LICENSEE & PROMOTER to the said plot, the Purchaser/s has/ have applied to the PROMOTER for allotment of and hereby agree/s to purchase Flat/ Shop No. \_\_\_\_\_ on the \_\_\_\_\_ Floor, in \_\_\_\_\_ Wing, admeasuring about \_\_\_\_\_ Square feet equivalent to \_\_\_\_\_ Square meters or thereabouts (Carpet Area) in the Building/Project known as “EXCELLANZAA” which is to be constructed on the said plot (hereinafter referred to as "the said premises" and which is more particularly described in the Second Schedule hereunder written) for a total consideration of Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ Only). The Typical Floor plan of the said Premises is annexed hereto & marked as **Annexure “E”**.

Z. The Purchaser/s has / have seen and approved the Building and floor plan and have understood the nature and quality of construction and fittings, fixtures, facilities and amenities to be provided in the said premises as per the general specifications and amenities to be provided in the said premises as set out in the **Annexure ‘F’** annexed hereto.

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

AB. Both the PROMOTER, and the Purchaser/s hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

AC. Now both the parties are desirous of recording the terms and conditions of these presents so reached between them.

**NOW IT IS HEREBY AGREED, DECLARED AND RECORDED  
BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

**1. ACT AND RULES GOVERNING THE AGREEMENT:**

This Agreement shall always be subject to the provisions contained in the Real Estate (Regulation and Development) Act, 2016 (RERA) or any amendment therein or re-enactment thereof for the time being in force or any other provisions of law applicable from time to time and the rules framed there under. Under the provisions contained in the Real Estate (Regulation and Development) Act, 2016, the PROMOTER is the Promoters and all references herein shall be read and construed accordingly. The said Real Estate (Regulation and Development) Act, 2016 shall be hereinafter referred to as the “Act” and the Rules framed there under shall be referred to as the “Rules”.

**2. INSPECTION OF DOCUMENTS AND SITE VISIT:**

The Purchaser/s has / have taken inspection of the Agreements, Sanctioned Plans, and other relevant documents required to be given by the PROMOTER under the provisions of the Real Estate (Regulation and Development) Act, 2016 in respect of the said plot and the Purchaser/s has / have visited the site of construction and made himself /herself /themselves familiar with the terms and conditions imposed by the CIDCO and other relevant authorities. The Purchaser/s binds himself/herself/themselves to adhere with terms and conditions of the all documents / correspondence with CIDCO/ other concerned authorities. All the liabilities pertaining to the above shall be borne and paid by the Purchaser/s as and when demanded by the CIDCO/ other concerned authorities or the PROMOTER.

**3. ADDITIONS AND ALTERATION:**

The PROMOTER shall under normal conditions construct building/s on the said plot in accordance with the said plans and specifications duly approved and sanctioned by the CIDCO and other concerned authorities. It is agreed that the Promoters shall, save as permissible under the Act and the Rules, not make any additions and alterations

in the sanctioned plans, layout plans in respect of the said premises, plot or building, as the case may be, without the previous written consent of the Purchaser(s) / Allottee(s). Provided however, in case if any change, addition, alteration in the layout plans are required by the sanctioning Authority then such additions, alteration, shall be carried out without seeking any prior permissions from the Purchaser(s) / Allottee(s) and the Purchaser(s) / Allottee(s) shall not challenge, dispute or raise any objection against the said changes in the sanctioned plans. Provided further that the PROMOTER may make such minor additions or alterations as may be required by the Purchaser(s) / Allottee (s) or such minor changes or alterations as shall be required by CIDCO / other concerned Authorities as per the provisions of the Real Estate (Regulation And Development) Act, 2016 or any other act, statute or law governing the development of the said Plot. The PROMOTER shall keep the said revised plans and specifications at the office of the PROMOTER for inspection of the Purchaser/s.

#### 4. SALE OF PREMISES AND PAYMENT CONDITIONS:

- 4(a) The Purchaser/s hereby agree/s to purchase Flat/ Shop No. \_\_\_\_\_ on the \_\_\_\_\_ Floor, in Wing \_\_\_\_\_, admeasuring about \_\_\_\_\_ Square meters equivalent to \_\_\_\_\_ Square Feet or thereabouts (Carpet Area) in the Building/ Project known as **“EXCELLANZAA”** which is to be constructed on the said plot and *pro rata* share in the common areas [(**“Common Areas”**) as defined under clause (n) of Section 2 of Real Estate (Regulation and Development) Act, 2016] (hereinafter referred to as the said Premises and which is more particularly described in the Second Schedule hereunder written) for a total consideration of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only). As mutually discussed and agreed between the PROMOTER and the Purchaser/s, the said total consideration shall be paid by the Purchaser/s to the PROMOTER as per the Payment Schedule annexed hereto & marked as **ANNEXURE “G”** (Time being essence of the contract). The above consideration does not include various other charges, expenses more particularly mentioned in this

Agreement and the same shall be paid by the Purchaser/s over and above the consideration mentioned herein on their respective due dates.

- 4 (b) The said total consideration excludes Taxes [consisting of tax paid or payable by the Promoters by way of Value Added Tax, LBT, Service Tax, and Cess, GST (as and when made applicable) or any other similar taxes which may be levied, in connection with the purchase of the said premises and construction of the Project payable by the PROMOTER] payable in accordance with the rules, regulations and notifications applicable at the relevant time upto the date of handing over the possession of the said premises. Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Purchaser(s) / Allottee (s) to the PROMOTER shall be increased/reduced based on such change / modification.
- 4 (c) The PROMOTER shall periodically intimate to the Purchaser(s) / Allottee(s), the amount payable as stated in Clause 4(a) above and the Purchaser(s) / Allottee (s) shall make payment within 15 (fifteen) days from the date of such written intimation. In addition, the PROMOTER shall provide to the Purchaser(s) / Allottee (s) the details of the taxes paid or demanded along with the acts / rules / notifications together with dates from which such taxes / levies etc. have been imposed or become effective.
- 4 (d) The said total consideration is mutually agreed and subject to such increases which are due to increase on account of development charges or any other charges, deposits, fees, etc. payable to the competent authority and/or any other increase in Taxes, Charges, Cess which may be levied or imposed by the competent authority from time to time. The PROMOTER agrees that while raising a demand on the Purchaser(s)/ Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the PROMOTER shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser(s)/Allottee(s), which shall only be applicable on subsequent payments.

4 (e) The Carpet area of the said premises is in accordance with the definition of the Carpet area as per the Real Estate (Regulation and Development) Act, 2016. Further, the PROMOTER have informed the Purchaser/s and the Purchaser/s is/are aware that the carpet area mentioned in this Agreement is on the basis of unfinished internal wall surface, area under RCC Column and shear wall and other such structural members of the premises and the carpet area of the said premises upon completion shall include the plastering on the Wall, POP, if any, the areas under the wall and under RCC columns, shear walls and other structural members. Therefore, the PROMOTER have informed the Purchaser/s and the Purchaser/s is aware that there is likelihood that there can be some discrepancy in the Carpet area mentioned in this Agreement and the carpet area of the said premises upon completion. The Certificate issued by the Architect certifying the above area shall be final and binding on the parties. The Purchaser/s hereby agree, declare, confirm and undertake not to raise any objection, claim, dispute regarding such discrepancy in respect of the said carpet area. The PROMOTER shall confirm the final carpet area that has been allotted to the Purchaser(s) / Allottee (s) after the construction of the Building/s is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. If there is any reduction in the carpet area within the defined limit, the total price payable for the carpet area shall be recalculated upon receiving the net carpet area statement for the said Premises from the Project Architect. In case there is any reduction in carpet area, then PROMOTER shall refund the excess money paid by Purchaser(s) / Allottee(s) within the time prescribed in law with annual interest at the rate specified in the Rules. In case the carpet area of the flat is less than original carpet area sold to the allottee, the allottee shall be entitled to a refund on the difference in carpet area which is over and above the defined limit as prescribed in the law and if there is any increase in the carpet area allotted to Purchaser(s) / Allottee(s), the PROMOTER shall demand the increased consideration from the Purchaser(s) / Allottee(s) in the immediate next milestone of the Payment Schedule. All these

monetary adjustments shall be made at the same rate per square feet as agreed in Clause 4 (a) hereunder. It is agreed between the parties hereto that in case of increase or reduction in carpet area, both the PROMOTER and the Purchaser/s shall execute a Deed of Rectification or any other appropriate document wherein the said new carpet area of the said Premises shall be mentioned along with such other additions and alterations to this Agreement as shall be required by the PROMOTER in accordance with the said the Real Estate (Regulation And Development) Act, 2016. The Cost of registration of such Deed of Rectification shall be borne by the Purchaser/s alone.

- 4 (f) The PROMOTER have also informed the Purchaser/s categorically and the Purchaser/s has/ have agreed/ understood that all the Rules and Regulations governing the sale of Flats/ Shops / Commercial Units by the PROMOTER and / or development of the said plot by the PROMOTER and this Agreement shall be governed by Rules and Regulations under Real Estate (Regulation and Development) Act, 2016.
- 4 (g) The Purchaser/s hereby agree/s, declare/s and confirm/s with the PROMOTER that at the time of execution of this Agreement, the Purchaser/s shall deposit with the concerned authorities under Income Tax Department, the entire TDS presently applicable at 1% of the total consideration or such amount of TDS as shall be applicable from time to time and the Purchaser/s shall file the necessary return of such TDS with the Income Tax authorities within the stipulated period under the Income Tax Act, 1961 and shall also issue the TDS Certificate to the PROMOTER within the stipulated period. NOTWITHSTANDING anything contained herein, it is specifically agreed by the Purchaser/s that the Purchaser/s shall be entitled to get the credit of the TDS deducted by him / her / them only if the PROMOTER are entitled to get the credit from the Income Tax Department of such TDS amount paid by the Purchaser/s. In case, if there is any additional TDS required to be deducted (in addition to the TDS already deducted), then the Purchaser/s shall deduct the same as

and when required under law and the conditions mentioned above in this Clause shall be applicable for the additional TDS so deducted.

#### **5. MODE OF PAYMENT:**

The payment of all the above installments /payment will be accepted by Cheque / Demand Draft / Pay Order / NEFT / RTGS only and as per the Payment Schedule annexed hereto. The Cheque /s or Demand Draft or Pay Order should be drawn in favour of: **SHANTANU REALTORS**, A/c no CA-016012100000641, at APNA SAHAKARI BANK LTD, VASHI branch and shall be sent to Office of PROMOTER at Office No. G/14, APMC Market-1, Vashi, Navi Mumbai – 400705, either by Hand Delivery or by Registered A/D or by Courier (Acknowledges Due in all types of Deliveries). In case if the Purchaser/s has / have made the payment by NEFT or by RTGS, then immediately upon the Purchaser/s making such payment to the PROMOTER'S designated account, the Purchaser/s shall intimate to the PROMOTER the UTR Number, Bank details and such other details as shall be required by the PROMOTER to identify and acknowledge the receipt of the payment by the PROMOTER. In case, if the PROMOTER desires to receive further payments of balance installments, favouring certain other Bank Account of the PROMOTER, then and in that event, the PROMOTER shall specifically mention the new Bank Account in the Installment Demand Letter that shall be addressed to the Purchaser/s. Thereafter, the Purchaser/s shall himself / herself/ themselves or cause his/her/ their Financial Institute to draw the Cheque/s or Demand Draft or Pay Order favouring the said new Bank Account.

#### **6. TIMELY PAYMENT OF THE INSTALLMENTS:**

- 6(a) The PROMOTER shall give a Notice to the Purchaser/s intimating the Purchaser/s the amount of the installment or the balance amount payable by the Purchaser/s to the PROMOTER in accordance with the payment schedule annexed hereto as Annexure G (Time being essence of the contract) and within 15 days from the date of letter, the Purchaser/s shall pay the amount of the said installment or the balance amount to the PROMOTER. The Purchaser/s will not hold

the PROMOTER responsible for delay in postal service or delay in receipt or non-receipt of the said Notice.

- 6(b) Both the parties hereby agree with each other that timely payment of all the above installments and every other amount payable by the Purchaser/s under these presents to the PROMOTER shall be the essence of this contract. Both the PROMOTER and the Purchaser/s has / have mutually agreed that the Purchaser/s shall be liable and responsible to pay all the installments payable for the purchase of the said premises and other charges payable under this Agreement on their respective due dates without committing any delay, defaulter demur. In case if the Purchaser/s has/ have obtained / shall obtain from any Bank/ NBFC or Money Lenders finance/ Loan on the said premises, then it shall be the sole and absolute responsibility of Purchaser/s herein to ensure that the disbursement of all the installments by the Bank/ Financial Institution/ Money Lender is done within the time frame mentioned in this Agreement. Both the PROMOTER and Purchaser/s has/ have further agreed that in the event of the Purchaser/s committing any delay, default or demur in paying any three installments then and in that event, the PROMOTER shall give 15 days Notice to the Purchaser/s to pay all the outstanding amounts together with fresh installments (if the same becomes due and payable). If the Purchaser/s fail/s to pay the entire outstanding amounts to the PROMOTER within the time prescribed under the Act and the Rules, then the PROMOTER shall be entitled to terminate and cancel this Agreement and all legal consequences as per the Act and the Rules shall follow. Subsequent to such termination, the PROMOTER shall deduct 10% of the said total consideration of the said premises, the interest accrued on the defaulted payments and refund the balance amount (if any) to the Purchaser/s. The refund by the PROMOTER shall be subject to the repayment of the loan amounts and interest and other charges payable under the terms and conditions of mortgage NOC or any other confirmation given to any Bank, NBFC, Financial Institution in case of the mortgage of the said premises. In case of such termination, the Stamp Duty, Registration charges and all taxes paid

by the Purchaser/s shall not be refunded by the PROMOTER. It is further agreed by the parties hereto that part payment of any installment shall be construed to be the default in the payment of the said installment. The Purchaser/s hereby agree/s and confirm/s to the aforesaid arrangement and agrees not to dispute or raise any objection against the Promoter/s or any order or judgment that shall be passed against the Purchaser/s in law. In the event of such termination, the PROMOTER shall be entitled to resell the said premise to such third person / party, as the PROMOTER may deem fit, necessary and proper and recover and appropriate to themselves the entire sales consideration and other amounts that shall be received from such resale.

6(c) It is agreed by the Purchaser/s that till such time as he / she / they has / have paid to the PROMOTER the entire consideration with or without interest amounts (as the case may be), as are stipulated hereinafter and all other outstanding amounts payable in respect of the said Premises, he / she they shall not claim any right, title, interest or possession in, of, over and upon the said Premises.

7. It is made clear by the PROMOTER and the Purchaser(s)/ Allottee(s) agrees that the said premises shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said plot and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser(s) / Allottee(s). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchaser(s) / Allottee(s) of the Project.

**8. CANCELLATION BY PURCHASER(S) / ALLOTTEE(S):**

The Purchaser(s) / Allottee(s) shall has / have the right to cancel / withdraw his/her/their allotment in the Project as provided in the Act. Provided that where the Purchaser(s) / Allottee(s) proposes to cancel/withdraw from the Project without any fault of the

PROMOTER, the PROMOTER herein are entitled to forfeit 10% of the total consideration for the allotment. Subject to the terms and conditions of mortgage NOC or any other confirmation given to any Bank, NBFC, Financial Institution, in case of the mortgage of the said premises, the balance amount of money paid by the Purchaser(s) / Allottee(s) shall be returned by the PROMOTER to the Purchaser(s) / Allottee(s) within 45 days of such cancellation without any interest. In this case, the Purchaser/s will not be entitled to any claim / demand Registration charges, Stamp Duty or interest paid by them. In the event of such Cancellation, the PROMOTER shall be entitled to resell the said premise to such third person / party, as the PROMOTER may deem fit, necessary and proper.

9. The PROMOTER shall provide the amenities and facilities as per the List of Amenities annexed hereto and marked ANNEXURE “F”.

**10. RIGHTS OF THE PROMOTER TO AMEND THE LAYOUT AND OBTAIN AMENDMENT IN SANCTION PLANS AND TO UTILIZE THE ENTIRE FSI/ ADDITIONAL FSI/ TDR OR ANY INCREMENTAL FSI:**

The Purchaser/s hereby agree, declare and confirm that the PROMOTER shall have irrevocable rights for the purpose as set out herein below & the PROMOTER shall be entitled to exercise the same as if Purchaser/s has/ have given prior written consent to the PROMOTER as required under the said Act. However, with the view to remove any doubt, the Purchaser/s hereby confers upon the PROMOTER such right /authority to the PROMOTER for the purpose as set out herein below:-

- a) The PROMOTER hereby declare that the Floor Space Index available as on date in respect of the said plot on the basis of 1.5 FSI is  $2449.65 \times 1.5 = 3674.475$  Square meters and the PROMOTER have planned to utilize Floor Space Index of 3673.802 Square meters by availing the entire FSI available as mentioned in the Development Control Regulation which are applicable to the said Project. The PROMOTER have disclosed the Floor Space Index on the basis of

1.5 FSI is  $2449.65 \times 1.5 = 3674.475$  Sq meters as proposed to be utilized by him on the said plot in the said Project and the Purchaser(s) / Allottee(s) has/ have agreed to purchase the said premises based on the proposed construction and sale of premises 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.

- b) Save as mentioned in Clause 10 (a) hereof, the PROMOTER hereby declare that no part of the said Floor Space Index for the said plot has been utilized by the PROMOTER elsewhere in any other plot for any purpose whatsoever. The PROMOTER shall be entitled to consume the entire F.S.I / TDR / Additional FSI as may be available in respect of the said plot or any part thereof at present or in future by constructing additional floor(s)/Wing(s) on the said plot in accordance with the Act and Rules, as the PROMOTER shall think fit and proper.
- c) In case, the said floor space index has been utilized by the PROMOTER elsewhere, then the PROMOTER shall furnish to the Sanctioning Authorities all the detailed particulars in respect of such utilization of said Floor Space Index by them. In case, while developing the said plot, the PROMOTER have utilized any Floor Space Index of any other land or property by way of floating Floor Space Index or otherwise howsoever, then the particulars of such Floor Space Index shall be disclosed by the PROMOTER to the Sanctioning Authorities.
- d) The PROMOTER have informed the Purchaser/s and the Purchaser/s is/are aware that the PROMOTER will develop the said plot by constructing Building/s to be used for permissible users/ purposes and any other purpose as shall be permitted as per the sanctioned plans, with such modifications thereto as the PROMOTER may from time to time determine and as may be approved by the concerned local bodies and/or authorities.
- e) Without modifying the plan of the said Premises, the PROMOTER shall be entitled to amend, modify and/or vary the building plans or the lay out or sub-division plan/s as also the specifications in respect thereof as may be permissible under the Act and Rules.

- f) The Purchaser/s or the Society of the Purchaser/s of all premises holders shall not raise any objections on any ground as to PROMOTER rights reserved hereunder and as shall be available to the PROMOTER under the Act and the Rule.
- g) The PROMOTER hereby reserve full right and absolute authorities to utilize the entire FSI, additional FSI, TDR or any incremental FSI / building potential which the PROMOTER have specifically declared hereunder and reserve for further development in accordance with the terms of this Agreement and the Act and Rules of said Real Estate (Regulation and Development) Act, 2016. Further, the PROMOTER shall be entitled to utilize, construct, develop and sell / dispose of the premises so constructed by utilizing such FSI, additional FSI, TDR or any incremental FSI / building potential in such manner and in such phases in accordance with Act and Rules of said Real Estate (Regulation and Development) Act, 2016, even after the Co-operative Housing Society is formed or Lease Deed / Deed of Assignment for any particular Building is executed by the PROMOTER. For the aforesaid purpose, the PROMOTER shall have the right to make addition, raise storey or to put up additional structure which shall be the sole property of the PROMOTER who will alone be entitled to dispose them off in such a manner and on such terms as the PROMOTER may deem fit or proper and the Purchaser/s hereby consent to the same. The PROMOTER shall, after consuming such balance and/or additional FSI TDR or any incremental FSI / building potential by constructing such permissible tenements on the said plot, be entitled to sell such tenements for such permissible uses, to such persons and for such consideration as they may in their absolute discretion deem fit and proper.
- h) Irrespective of possession of the said premises being given to the Purchaser/s or not, the rights under this clause and/or under this Agreement reserved for the PROMOTER to exploit the potentiality of the said plot, shall be valid, subsisting and binding on the Purchaser/s & shall continue to vest in the PROMOTER even after the execution of the Lease Deed / Deed of Assignment in favour of the Society that shall be formed. All the aforesaid rights of the

PROMOTER to exploit the said potentiality shall remain unchanged, unhindered and the PROMOTER shall execute the Lease Deed / Deed of Assignment reserving with themselves all such rights, title, interest in the said plot in their favour as may be outstanding at the time of execution of such Lease Deed /Deed of Assignment in favour of the Society that shall be formed. The Purchaser/s hereby agree/s declare/s and undertake/s not to obstruct, create hindrances, challenge or dispute the rights of the PROMOTER to carry out the construction and development and to utilize and exploit full potentiality of the said plot. The Purchaser/s further agree/s not to challenge, dispute or hamper such development that the PROMOTER may carry out either on the grounds of nuisance, inconvenience or health grounds or any other grounds or reasons whatsoever.

- i) The Purchaser/s herein doth, in accordance with the Act and the Rules, hereby agree and give their irrevocable consent that the PROMOTER shall have full right and absolute authority to make additions, alterations, amendments & changes in the building plans and/or to the said Building/s to be constructed on the said plot or any part thereof for any users or to change the user (excluding the said Premises) including to raise additional floors or structures on the said Building or open part or parts of the said Building /Plot including the terrace at anytime either before or after transfer of the Plot & such rights shall include the right to use /consume F.S.I. or additional F.S.I. or global FSI which may become available in respect of the said plot or any other lands at anytime hereafter in future by reserving such rights in Lease Deed / Deed of Assignment or to make such amendments, alterations in the revised sanctioned plan as may be permitted by the CIDCO Ltd. and/or any other authorities and such additions of additional structures or floors or storey or Premises shall be the sole and absolute right and entitlement of the PROMOTER who shall be fully entitled to sell, deal with and dispose of the same to any person/s.
- j) It is furthermore agreed that if any modification, addition, demolition, variation, construction or alteration is required to be made by the CIDCO or any other concerned authority due to change

in the prevalent building byelaws or on account of change in policy, then after the receipt of Occupation Certificate from CIDCO the same shall be carried out and complied with by the Purchaser/s at his / her /their own costs and expenses and the PROMOTER shall neither contribute any amount nor shall they be anywise liable or responsible for the same.

- 11.** The PROMOTER have informed the Purchaser/s and the Purchaser/s is / are aware that he/she/they shall use the said premises only for the Residential /Commercial purposes and he/she/they shall not change the user of the premises.

**12. PURCHASER/S COVENANTS:**

The Purchaser/s for himself/ herself/ themselves do hereby covenant with the Promoters as follows:

- a) To pay to the PROMOTER such amounts as shall be required to pay to CIDCO / other concerned authority for obtaining its NOC / permission for the sale of the said premises by the PROMOTER to Purchaser/s and to do such deeds, documents and to comply with all such terms and conditions as may be stipulated by CIDCO / other concerned authority in this regard.
- b) To maintain the said premises at his / her their own costs, charges & expenses in good tenantable repair & conditions from the date receipt of intimation from the PROMOTER that the said premises is ready, irrespective of the fact whether the Purchaser/s has / have taken possession or not & shall not do or suffer to be done anything in or to the Building/s in which the said premises is situated, or to act or to do anything against the rules, regulations and bye-laws of concerned local authorities or Co-operative Society or change /alter or make any addition and / or alteration in or to the said premises or any part thereof, without obtaining prior written consent of the Society that shall be formed.
- c) Not to store in the said premises any goods /articles which are of hazardous, combustible or dangerous nature or are so heavy that it may damage the construction / structural stability of the building in which the said premises are situated or storing of which is objected

to by the concerned local or other authority & shall not carry or cause to be carried any heavy package on the upper floor/s which may damage or are likely to damage the common passage, staircase or any other structures of the said building including entrance of the building in which the said premises is situated & in case, if any damage is caused to the building or to the said premises on account of negligence or default of the premises Purchaser/s in this behalf, then Purchaser/s shall alone be liable for the consequences of such breach / default.

- d) During the course of the Purchaser/s carrying out the said interior work if there is any damage to the said premises or to the said building or to any of the open areas or if the interior work interferes or damages any of the RCC members of the said building or is not in accordance with law or the permission given by the PROMOTER or is in contravention of the rules and regulations of the CIDCO or other Concerned authorities, then the PROMOTER shall have full right and absolute authority to remove /demolish such work as may be in contravention as mentioned hereinabove and to restore the said premises / building /open spaces in their original form at the entire cost, risk and expense of the Purchaser/s.
- e) The Purchaser/s is /are aware that the PROMOTER are required to attend to all complaints regarding leakages and other defects, as per the Act and the Rules. Thus, as a result of any work, addition, alteration, amendment and changes made by the Purchaser/s, if there is any damage to any adjoining premises or any premises above or below the said premises or abutting the said premises or to any portion of the said Building, then the Purchaser/s shall be liable and responsible to carry out the necessary repairs to all such premises or any part of the Building as may be required under the Act and the Rules and the PROMOTER shall be absolved of the obligation and the responsibility under the Act and Rules.
- f) Similarly, if as a result of any addition, alteration or changes carried out by the Purchasers to his/ her/ premises, if CIDCO or any other Authority adopts any action either against the PROMOTER or the said Building/ Project, then the Purchaser/s alone shall be liable and responsible for all such actions in law. The PROMOTER shall have

further rights to adopt such action against the Purchaser/s including that of termination of this Agreement and /or recovery of compensation as the PROMOTER may be entitled under the Act and Rules.

- g) To carry out at their own cost, charges and expenses, all internal repairs to the said premises & maintain the said premises in the same condition, set and order in which it was delivered by the PROMOTER to the Purchaser/s & shall not do or suffered to be done anything in / to the building or the said premises which may contravene the rules, regulations and bye-laws of the concerned local authority or the said society nor cause any alterations in elevation or outside color scheme of the said building/s in which the said premises is situated and shall also keep the sewers, drains, pipes of the said premises or appurtenances thereto in good and tenantable conditions so as to support or protect the other parts of the building in which the said premises is situated and shall not chisel or in any manner damage the columns, beams, walls, slabs, RCC, pardis, or other structural changes in the said premises without prior written, permission of the PROMOTER or the society.
- h) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said plot or building in which the said premises are situated or any part thereof, whereby any increase in premium shall become payable in respect thereof.
- i) Not to throw any dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises into the compound or any part of the said plot and building in which the premises is situated.
- j) The Purchaser/s shall not let, sub-let, transfer, assign or part with possession of the said premises or his/her/their interests or benefits under this Agreement until all dues, payable by him/ her/them to the PROMOTER under this Agreement are fully paid and only if the Purchaser/s has / have not been guilty of breach for non-observance of any of the terms & conditions of this Agreement or until the Purchaser/s has / have intimated about the same in writing to the PROMOTER.

- k) That Purchaser/s shall observe and perform all rules and regulations which the society or a limited company may adopt at its inception & the additions, alterations or amendments which may be made therein from time to time for the protection & maintenance of the said building or the said premises therein that may be made from time to time for observance and performance of building rules, regulations & bye-laws for the time being in force, of the concerned local body /authority or Government. The Purchaser/s shall also observe /perform all stipulations / conditions as laid down by the said society regarding the use /occupation of the said premises in the building & shall contribute punctually towards taxes and other dues /outgoings in accordance with the terms of this Agreement.
- l) Till the Lease Deed / Deed of Assignment of the said plot along with the said building is executed in favour of the Society and subsequent thereto till the PROMOTER have completely utilized the FSI / Development potential of the said Plot, the Purchaser/s shall permit the PROMOTER, their servants and agents, with or without workmen, at all reasonable times, to enter into and upon the said plot & building or any part thereof to view the state and conditions thereof.
- m) During the course of construction, if the Purchaser/s is/are desirous of visiting the said plot, the Purchaser/s shall obtain a written permission from the PROMOTER. During such visits to the Site, in case if there is any accident / mishap or casualty, then the PROMOTER will not be held responsible or liable in any manner whatsoever.
- n) In the event of Purchaser/s committing any breach or act in contravention of the above provision, the Purchaser/s shall be liable or responsible for the consequence in respect thereof to the PROMOTER or to the concerned local authority or other public authority in that behalf.

**13.** During the construction work of the said Building(s) / wing(s), the PROMOTER can commence the work on any floor or Premises or any particular wing(s) / Building(s) as per their convenience, the Purchaser/s will not object to that and pay his /her /their installment

as per the stipulated period. The Commencement of work means the commencement of work of the said Building/s and not the commencement of work of particular Premises.

#### **14. RESTRICTIONS ON THE PURCHASER/S:**

The Purchaser/s has / have agreed declared & confirmed with the PROMOTER that the Purchaser/s shall:-

- a) Having regard to the elevation of the buildings in the said Project, the Purchaser/s shall fix identical grills/ railings and the Air Conditioner in the places that are predetermined by the PROMOTER / that shall be approved by the PROMOTER. The Purchaser/s shall affix the external grill /railings of such common design as shall be finalized by the PROMOTER in the manner and as per the specifications given by the PROMOTER. Accordingly, the PROMOTER have informed the Purchaser/s that with a view to maintain the esthetics and elevation of the said Building, the Purchaser/s shall, prior to extending the glass railings provided to the said premises/ fixing the grills to the windows/ balcony, take written permission from the PROMOTER inter-alia undertaking to use similar material and similar design to those already provided by the PROMOTER in the said premises.
- b) Similarly the Purchaser/s shall install the Dish Antenna for the Set Top Box on the common Terrace on the Top Floor only in the area specifically earmarked for the said purpose. Similarly, for any other new/ additional facility/ service/s, should the Purchaser/s require to install any Instrument/Receiver/Dish either outside the said premises or on the Top Terrace, then the Purchaser/s shall install such Instrument/Receiver/Dish, only after obtaining the written consent from the PROMOTER in the manner and at the location identified and approved by the PROMOTER.
- c) Not put or place flower pots, Vases or any plantations outside the Windows.
- d) The Purchaser/s shall not store any of their materials, belongings, and stocks in the open passage, refuge area/common area, floor lobby, terrace, fire rescue gallery, mid landings, etc.

- e) The Lift facility in this Project shall be used as per rules of the Management Company/ Co-operative Society / Condominium of Apartments / Private Limited Company which may be formed for the management of said Building/s / Complex. It is to be economically used. The Purchaser/s as well as his/her/their employees or heirs shall not misuse the said lift and will take care and co-operate about it. The quality of lift shall be good. But it is a machine and is not manufactured by the PROMOTER. Therefore, during the use of the lift and even as a result of any defect or otherwise, if anyone is injured or any damage occurs, then the Management Company/ Co-operative Society / Condominium of Apartments / Private Limited Company which may be formed in future or PROMOTER shall not become responsible for it and the Purchaser/s or his/her/their employees/ heirs etc. shall not demand/shall not be entitled to demand such damages/ compensation from them and the Purchaser/s hereby give his / her/ their assurance and consent in it.
- f) The Purchaser/s is/ are aware that the leakage of water from the toilets, bathrooms and Pantry is also likely to happen in said premises as well as from the neighboring and upper Premises. Leaked water/moisture is likely to appear on the walls of said Premises and that may deteriorate the painting and plaster on the walls. The Purchaser/s is/are aware that water is a substance which is likely to escape, resulting into its leakage. Even if all safety measures are taken to seal the joints of pipes, sometimes it cannot be avoided. Leakage may be due to various reasons not connected with construction. The Purchaser/s herein agree/s that the PROMOTER shall not be liable for any damage in the said premises due to leakage of water and its various other after effects.
- g) The Purchaser/s shall not use lifts for transporting the furniture and other construction material to their respective premise. All such transportation shall be done using the staircase only.
- h) The work shall be permitted only between 9 a.m. to 7 p.m. strictly.

#### **15. RESERVATION FOR CAR PARKING :**

The PROMOTER have provided the necessary parking space on the \_\_\_\_\_ Floor which has been approved by the CIDCO

and other authorities. In this regard, the PROMOTER have categorically informed the Purchaser/s & the Purchaser/s has/ have noted the following:

- a) Purchaser has vide request letter dated \_\_\_\_\_, requested for reservation of one covered car parking (the “car parking”) to be used to park its motor vehicle. Accordingly, PROMOTER hereby reserves one car parking for exclusive use of Allottee. The car parking is subject to final building plan approved by the corporation at the time of grant of occupancy certificate and exact parking shall be allotted at the time of possession on the basis of final plan.
- b) Purchaser undertakes and assures not to raise objection in case of change in the present location of said car parking space as per Occupancy Certificate.
- c) Purchaser shall not be allowed to allot/transfer/let-out said car parking to any outsider/visitor i.e. other than the unit Purchaser of said unit.
- d) Purchaser shall keep the said car parking space as shown in the sanctioned plan of said project and shall not enclose or cover it in any manner.
- e) The said car parking space shall be used only for the purpose of parking motor vehicle and not for any other purpose.
- f) The society shall finally ratify the reservation of such car parking in its first meeting at the time of handover by the PROMOTER.
- g) The Purchaser/s shall not enclose or encroach on the parking area that is being provided to the Society. This area being left as parking shall remain as approved by the authorities and as per plan and the Purchaser/s hereby further undertake that parking area shall not be enclosed at any later state, failing which the concerned Authority is liable to take legal action against the Purchaser/s and the Society.
- h) This clause shall be binding on the entire Society and its members.

OR

Purchaser/s has vide request letter dated \_\_\_\_\_ informed the PROMOTER that he/she does not require any car parking space in

said building/project. Accordingly, no reservation of car parking is made against said unit.

#### **16. HANDING OVER POSSESSION:**

- a) The possession of the said premises shall be given by the PROMOTER to the Purchaser/s after the said Building is ready for use and (i) the Lift License from the Lift Inspector, (ii) Fire NOC from CFO, (iii) Drainage Completion Certificate and (iv) Building Completion or Occupation Certificate shall have been obtained from the CIDCO or other relevant authority or body or public authority. Since the water supply and other infrastructure such as Roads, Street Lights, etc. are to be provided by CIDCO and the Electric connection and meter are to be provided by the MSEDCL, the PROMOTER shall not be held liable or responsible for any delay caused by CIDCO in providing water supply or for providing other infrastructure such as Roads, etc. or by MSEDCL in providing Electricity. The PROMOTER shall give possession of the said premises to the Purchaser/s on or before 30/09/2020, subject to Force Majeure and reasons beyond the Control of the PROMOTER. The PROMOTER shall be entitled to reasonable extension of time for completing construction of the said Premises within the aforesaid period if the same is delayed on account of:
- i. War, Civil Commotion or act of God.
  - ii. Any notice, order, notification of the Government and / or other public or competent authority.
  - iii. Civil commotion, agitation by local persons, strike (full or partial).
  - iv. Non availability of any vital building material including cement, steel, sand.
  - v. Order / judgment / decree of any judicial / quasi-judicial body or authority restraining the development of the said plot.
  - vi. Any suit, action, litigation, disputes restraining the development of the said plot.
  - vii. Any change in any law, notification, and regulation relating to the development of the said Project.

- viii. Any delay that may be caused by CIDCO Ltd. due to any matter relating to the new Airport or matters relating to Aviation Department and all other related matters.
- ix. And also the PROMOTER shall not be liable for any delay that shall be caused due to any delay on the part of Government, Semi Government, Revenue Authority or any other concerned authority in granting the necessary permissions, sanctions, NOC etc.

**b) PROCEDURE FOR TAKING POSSESSION:-**

The PROMOTER, upon obtaining the Part / Full Occupancy Certificate from the competent Authority and after receipt of all the payments to be made by the Purchaser/s as per the agreement shall offer in writing, the possession of the said premises to the Purchaser(s) / Allottee(s) in terms of this Agreement to be taken within 15 days from the date of issue of such notice/letter and the PROMOTER shall give possession of the said premises to the Purchaser(s) / Allottee(s).

- c) After obtaining the Occupancy Certificate and handing over physical possession of the said premises to the Purchaser(s) / Allottee (s), it shall be the responsibility of the PROMOTER to hand over the necessary documents and plans, including common areas, to the Association of the Purchaser(s) / Allottee (s) or the competent Authority, as the case may be, as per the local laws.
- d) The Purchaser/s shall be entitled to take possession of the said premises, if the Purchaser/s has/have duly observed and performed all the obligations and stipulations contained in this Agreement and also duly paid to the PROMOTER all and whatsoever amounts payable by the Purchaser/s under this Agreement. Provided however till such time as the Purchaser/s does /do not pay the entire monetary consideration together with the entire other charges payable hereunder, the Purchaser/s shall not be entitled to obtain the possession of the said premises purchased by him / her / them. Provided however, the Purchaser/s shall be liable and responsible to pay to the PROMOTER the maintenance charges and other charges as shall be demanded by the PROMOTER for the said premises

irrespective of the fact whether the Purchaser/s has / have taken physical possession of the said premises or not.

- e) The Purchaser(s) / Allottee (s) shall be considered under a condition of Default, on the occurrence of the following events:
- i. In case the Purchaser(s) / Allottee (s) fails to make payments for any demands made by the PROMOTER as per the Payment Schedule annexed hereto, despite having been issued notice in that regard, then the Purchaser(s) / Allottee (s) shall be liable to pay interest to the PROMOTER on the unpaid amount at the rate specified in the Act and Rules.
  - ii. In case the Purchaser(s) / Allottee(s) commits three defaults for payment of any installment / amounts payable under this Agreement, after giving the Purchaser 15 days intimation in this regard, the Promoters shall cancel the allotment/ this Agreement in respect of the said premises in favour of the Purchaser(s) / Allottee(s). Subsequent to such termination, the PROMOTER shall deduct 20% of the said total consideration of the said premises; the interest accrued on the defaulted payments and refund the balance amount (if any) to the Purchaser/s. The refund by the PROMOTER shall be subject to the repayment of the loan amounts and interest and other charges payable under the terms and conditions of mortgage NOC or any other confirmation given to any Bank, NBFC, Financial Institution in case of the mortgage of the said premises.
  - iii. In case the Purchaser(s) / Allottee(s) commits any default or do / does not adhere to any terms or conditions or fails to comply with any of his / her / their obligations or terms and conditions of this Agreement strictly within the stipulated time mentioned herein or within the time stipulated in law or granted by the PROMOTER, then the PROMOTER shall give the Purchaser/s a written notice calling upon the Purchaser/s to rectify / perform any of such terms / obligations / compliances. If after the receipt of the said Notice, if the Purchaser/s fails to comply with such terms / obligations / compliances within a period of 15 days from the

date of such Notice, then the PROMOTER shall in their sole and absolute discretion be entitled to terminate this Agreement and upon such termination all consequence of such termination as per the terms hereof shall follows.

- iv. Time is of essence for the PROMOTER as well as the Purchaser(s) / Allottee(s). The PROMOTER shall abide by the time schedule for completing the project and handing over the said premises to the Purchaser(s) / Allottee(s) and the common areas to the Association of the Purchaser(s) /Allottee(s), after receiving the Occupancy Certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser(s) / Allottee(s) shall make timely payments of the instalment as provided in the Payment Schedule annexed hereto as Annexure “G” and other dues payable by him/her/them and meeting the other obligations under the Agreement, subject to the compliance of the terms and conditions and specific obligation by the PROMOTER as mentioned herein.
- f) Upon the possession of the said premises being delivered to the Purchaser/s, the Purchaser/s shall be entitled to the use and occupy the said premises and thereafter the Purchaser/s shall has / have no claim against the PROMOTER as to any defect in any item or work of construction of the said premises for any reason whatsoever.
- g) On obtaining the Part Occupancy/Occupancy Certificate from the concerned authority, the PROMOTER shall be entitled to hand over possession of the said premises to the Purchaser/s even though permanent electricity and water connections are not connected by the concerned authorities. The PROMOTER shall not be liable for any loss, damage, injury or delay due to Maharashtra State Electricity Board causing delay in sanctioning and supplying electricity or due to the CIDCO Ltd. / Local authority concerned, causing delay in giving / supplying permanent water connection or such other service connections necessary for using/ occupying the Premises. On the PROMOTER offering possession of the said premises to the Purchaser/s, the Purchaser/s shall be liable to bear and pay their proportionate share in the consumption of electricity and water. The

Purchaser/s shall pay to the PROMOTER, within fifteen days of demand by the Promoters, his/ her/ their share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the said Building in which the said premises is situate. The Purchaser/s/ Allottee/s herein further agree/s, declare/s and undertake/s to bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by CIDCO or the concerned local authority and/or Government and/or other public authority, on account of change of use of the said premises by the Purchaser(s) / Allottee(s) for any purposes other than the purpose for which it is sold.

- h) The percentage of undivided interest of the Purchaser/s in the common areas & facilities limited or otherwise pertaining to the said Premises hereby agreed to be sold to the Purchaser/s shall be in proportion to the areas of the said premises hereby agreed to be sold hereunder to the common areas and facilities limited or otherwise as disclosed by the PROMOTER.
- i) The Purchaser/s herein and all other Purchaser/s of the premises in the said building shall not have any right, title, claim or interest in respect of the open spaces/areas, hoardings and common area of the building/s including the garden areas and that the rights of the Purchaser/s is / are confined to the said Premises so purchased by this agreement only & such areas shall belong to PROMOTER until execution of the said final Lease Deed /Deed of Assignment in respect of the said plot in favour of such Society & thereafter the same shall belong to the said Society alone.
- j) The Purchaser/s hereby declare, confirm and undertake that the Purchaser/s shall not be entitled to sell and /or transfer his / her / their right, title, interest and benefits under this Agreement to any person without obtaining prior in writing "No Objection Certificate" from the PROMOTER. The PROMOTER will issue such No Objection Certificate to the Purchaser/s for transferring and assigning the benefits and rights of this Agreement for the said premises, only if the PROMOTER have received the entire consideration that has become due and payable by the Purchaser/s

(including accrued interest along all amounts that are payable as the Agreement with the Purchasers, if any) and upon the Purchaser/s complying with such terms and conditions as may be stipulated under law or by the PROMOTER.

#### **17. PAYMENT OF MAINTENANCE CHARGES AND TAXES:**

- a) Until the Society or Limited Company is not formed and the said Building is not transferred to the said Society or Limited Company and until the CIDCO Ltd. / Concerned Authority taxes and water charges are not fixed and / or assessed separately, the Purchaser/s agree and bind himself/herself/themselves to pay every month in advance from the date of delivery of possession of the said Premises (the date means the date on which the Promoters shall give notice to the Purchaser/s that the said Premises is ready to be handed over to him/her/them) the proportionate share (i.e. in proportion to the floor area of the said premises) to be determined by the PROMOTER of outgoings in respect of the said plot and the said Building towards and on account of the CIDCO / Central Government /State Government taxes and all outgoings taxes and other taxes levies, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, sewage, sanitation, electric bills repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Plot and the said Building/s and the Purchaser/s shall indemnify and keep indemnified the PROMOTER against the aforesaid charges in respect of the said Premises. The Purchaser(s) / Allottee(s) further agree/s that till the Purchaser(s) / Allottee(s)'s share is so determined, the Purchaser(s) / Allottee(s) shall pay to the PROMOTER provisional monthly contribution of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only) per month towards the aforesaid outgoings. PROVIDED HOWEVER that the Purchaser/s shall pay such further amounts or amount to the PROMOTER as required by them from time to time towards the aforesaid deposit or any other deposits in the event of the said deposit/s being insufficient to meet the expenses. The

amounts so paid by the Purchaser(s) / Allottee(s) to the PROMOTER shall not carry any interest and remain with the PROMOTER until the Lease Deed / Deed of Assignment of the said building is executed in favour of the said Society or Limited Company that shall be formed. On such Lease Deed / Deed of Assignment being executed for the structure of the building, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the PROMOTER to the said Society or Limited Company. The Purchaser(s) / Allottee(s) undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5<sup>th</sup> day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Purchaser(s) / Allottee(s) shall be considered as the default on the part of the Purchaser(s) / Allottee(s) and thereby the PROMOTER shall be entitled to terminate this Agreement in accordance with the terms and conditions contained herein.

- b) The Purchaser/s of the said premises shall alone be liable to pay the additional Property Taxes, if any levied by the CIDCO any other Government authority, in respect of the said premises agreed to be purchased by the Purchaser/s. The determination by the Promoters or the Society that shall be formed, as the case may be, of the Property Taxes payable by the Purchaser/s of the premises shall be accepted as final and binding upon the Purchaser/s.
- c) The Purchaser/s shall be liable to pay to the PROMOTER their proportionate outgoings, maintenance charges and all other charges / outgoing in respect of the said premises with effect from the date of obtaining the Occupancy Certificate, regardless of the fact that the Purchaser/s is / are not in possession of the said Premises. Under the circumstance, the Purchaser/s hereby agree and undertake to pay to the PROMOTER in respect of the said premises their proportionate outgoings, maintenance charges as the PROMOTER may demand from time to time without any delay or objection.
- d) The PROMOTER shall maintain a separate account in respect of sums received by the Promoters from the Purchaser(s) / Allottee(s) as advance or deposit, sums received on account of the share capital

for the promotion / formation of the Co-operative Society or Association or Company that shall be formed or towards the outgoings, legal charges and shall utilize all such amounts only for the purposes for which they have been received. The PROMOTER agree to deposit all the aforesaid amounts in separate Bank Account specifically opened to collect the payments towards the advance maintenance and to incur various expenses for all outgoings relating to the said project. The amounts so collected by the PROMOTER shall be used for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project).

- e) The Purchaser(s) / Allottee(s) authorize the PROMOTER to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the PROMOTER may in its sole discretion deem fit and the Purchaser(s) / Allottee(s) undertake/s not to object/demand/direct the PROMOTER to adjust his/her/their payments in any manner.

**18. OTHER CHARGES PAYABLE BY THE PURCHASER/S:**

- a) Over and above the consideration and other amounts payable by the Allottee/ Purchaser/s, the Allottee/ Purchaser/s hereby agree that in the event of any amount becoming payable by way of levy or premium, taxes, cess, fees, Service Charges, etc. after the date of this Agreement to the NMMC/ CIDCO and other concerned local authorities or to the State / Central Government or in the event of any other payment for a similar nature becoming payable in respect of the said Property and / or in respect of the various premises to be constructed thereon, the same shall be paid by the PROMOTER, however, the same would be reimbursed by the Allottee / Purchaser/s to the PROMOTER in proportion of the area of the said Apartment to the total area of all the premises being constructed as part of the Proposed Building on the said Property.

- b) In addition to the agreed consideration, the Purchaser/s shall pay and bear all the following Charges, Deposits and Expenses to the PROMOTER as and when demanded:
- i. Legal and document charges at the time of execution of this Agreement.
  - ii. Valuation report.
  - iii. Development Charges / Transfer Charges / Infrastructure Development Charges payable to CIDCO Ltd.
  - iv. Stamp duty and registration charges for Lease Deed / Deed of Assignment.
  - v. Water and Drainage connection deposit and meter charges or any other charges imposed by the CIDCO or other Government authority.
  - vi. Electricity connection, meter deposit, BSES service charges or any other electricity service provider charges, cable charges and transformer.
  - vii. Co-operative Society/ Condominium of Apartments /Limited Company formation/ registration charges.
  - viii. Stamp duty and registration charges on Premises. If any additional stamp duty is payable over and above the stamp duty on Premises, then the Purchaser/s shall be liable to pay the same.
  - ix. GST or any other taxes or charges levied by the state or Government authorities.
  - x. Any other charges, taxes and expenses levied by the Government authorities.
- c) The Purchaser/s further agree/s, undertake/s and declare/s to contribute and pay a proportionate share of the cost of transformer / cable laying and all other required costs, if installed by the PROMOTER through Reliance Energy Ltd. or any other Electricity service provider before taking over the possession of the said Premises. The Purchaser/s hereby further declare/s that he/she/ they will not object to such payment that is the cost incurred or to be incurred for installation of transformer or payable to MSEDCL/ BSES, Reliance Energy or any other electricity service provider. The

said deposits referred to hereinabove shall be paid by the Purchaser/s and he/she/they shall not raise any objection whatsoever in calculating the rate of such deposits and such deposits on execution of Lease Deed / Deed of Assignment in favour of Society or body corporate/ organization that shall be formed, shall be paid over by the PROMOTER to the said society or body corporate/ organization after deducting there from the amount if any payable by the Purchasers to the PROMOTER under and in accordance with the provisions of this Agreement. PROVIDED HOWEVER that the Purchaser/s shall pay such further amount/s to the PROMOTER as required by them from time to time towards the aforesaid deposit or any other deposits in the event of the said deposit being insufficient to meet the expenses.

- d) That the Purchaser/s shall also pay his/her/their share of insurance premium to keep the building insured against loss or damage by fire and to get an Insurance Policy in a sum equivalent to the total sale price of all the Premises, in the said building with a company to be approved by the PROMOTER. All the moneys as and when received by virtue of any such insurance shall be spent in rebuilding or repairing the premises. Whenever the said damage for any reasons whatsoever, the Purchaser/s shall pay his/her/their proportionate share for reinstating or replacing the same and shall nevertheless continue to pay all the payments as no such destruction of damage has happened. The Purchaser/s shall pay his/her/their proportionate share of expenses for keeping the said building in good and substantial repairs and condition to the satisfaction.
- e) It is understood by the Purchaser/s that whatever payments are made by the PROMOTER to be further paid by the Purchaser/s in connection with or incidental to this Agreement or any other documents shall be reimbursed by the Purchaser/s to the PROMOTER on demand.

#### **19. FORMATION OF CO-OPERATIVE SOCIETY OR COMPANY OR ASSOCIATION:**

- a) The PROMOTER have informed the Purchaser/s and the Purchaser/s is/are aware that the PROMOTER shall, as per the provisions under

Section 11(4) (e) of Real Estate (Regulation and Development) Act, 2016, form a Co-operative Society or Company or Association (hereinafter referred to as the said Society) for the said Building/s. For the purpose of the formation of the said Society, the PROMOTER shall submit application to the Registrar for registration of the Co-operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 or a Company or any other Legal Entity, within a stipulated period by law. The Purchaser/s along with such other persons who shall have taken possession or acquire the Premises shall form themselves into a Co-operative Society under and in accordance with the Maharashtra Co-operative Societies Act, 1960 or any other body Corporate or other organization determined by the PROMOTER. The said Building shall always be known as “EXCELLANZAA” and the said Society or any other body corporate or other organization determined by the PROMOTER on the said plot shall always be known by such name as suggested by the PROMOTER and approved by the concerned Authorities. The Purchaser/s shall co-operate with the PROMOTER in forming, registering and incorporating the said Society and shall sign all necessary papers and documents and provide all other necessary papers and documents and do all other acts and things as the PROMOTER may require the Purchaser/s to do from time to time in that behalf or safe guarding or better protecting the interest of the said Society and of the Purchaser/s of the Premises in the building. All costs and charges for above shall be borne and paid by the Purchaser/s.

- b) The Purchaser/s, along with other Purchasers of Flats/ Shops / Commercial Units in the Building, shall join in forming and registering the Society or a Limited Company to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Society or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the PROMOTER within 15 days of the same being forwarded by the PROMOTER to the

Purchaser/s, so as to enable the PROMOTER to register the organization of Purchaser/s. No objection shall be taken by the Purchaser/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 the Registrar of Companies, as the case may be, or any other Competent Authority. The required papers for formation of Co-operative Society shall be kept at suitable place as the PROMOTER may deem fit, necessary and proper and the Purchaser/s shall attend the said Office and sign the necessary documents and submit the required proofs and other details as required by the CIDCO/ concerned authorities within the stipulated period.

- c) The PROMOTER have further informed the Purchaser/s and the Purchaser/s is/are aware that after the formation of the Co-operative Society or Private Limited Company or Company or Association (hereinafter referred to as the said Society) the PROMOTER shall enroll the Purchaser/s as the members of the said Society and issue Share Certificate to the said Purchaser/s in the name of the Purchaser/s. Upon the receipt of the name approval and NOC for the registration of the Society together with the list of the Purchaser/s certified by CIDCO, the PROMOTER shall apply to CIDCO for the grant of NOC / permission for enrolling the Purchaser/s in the records of CIDCO/ other revenue authorities as the Purchaser/s of the said premises. The necessary transfer charges payable to CIDCO/ concerned authorities shall be borne and paid by the Purchaser/s alone.
- d) The Purchaser/s, at the time of taking possession, agree and bind himself / herself /themselves to pay to the PROMOTER such amount in advance as the PROMOTER may demand being the lump sum amount towards the General maintenance charges for the said Premises pending the formation of Co-operative Society in addition to the proportionate Property tax which shall be payable additionally upon receipt of the Assessment Bills from CIDCO/ concerned authorities. The Service Tax, VAT, GST and other taxes applicable shall be paid additionally on the said advance maintenance charges payable to the PROMOTER. The PROMOTER have exclusive right

to determine the said Maintenance charges payable by the Residential premises user and the Commercial premises user in accordance with the utility used by them. On the receipt of the bill for property tax from the CIDCO, the Purchaser/s shall pay his/her/their proportionate share of property tax for the said Premises immediately on demand either by the PROMOTER or by the Society as the case may be. Thereafter, the Purchaser/s shall pay to the PROMOTER/ Society regularly by the fifth day of each and every month such amount in advance as the PROMOTER may demand being maintenance charges until the Deed of Assignment/ Lease Deed of the said plot with Building or Buildings is executed in favour of the Co-operative Housing Society/ Private Limited Company and/or other body corporate and/or other Organization (hereinafter referred to as "the said Society"). After the formation of the Society and after the PROMOTER have handed over the charge of the said building to the society, the Purchaser/s shall pay to the said Society his /her /their proportionate share that may be decided by the said Society as the case may be, all rates taxes ground rent (including additional ground rent levied by the CIDCO in respect of the premises) dues, duties, impositions, outgoings and burdens now or at any time levied, assessed or imposed upon or in respect of the said plot or the said new building or occupiers thereof by the CIDCO Ltd. or the Government or Revenue authority in respect of the said Building or the use thereof and payable either by the Purchaser/s or occupiers and shall also pay his /her/their proportionate share of all outgoings in respect of the said premises viz. taxes, ground rent, additional ground rent, insurance, sanitation charges, water charges, charges in respect of common electricity consumed, Watchman, sweepers and all other expenses necessary and incidental to the management and maintenance of the said premises and the Purchasers shall indemnify and keep indemnified the PROMOTER in that behalf.

- e) The Purchaser/s has/have perused and is/are aware of all the terms and conditions contained in the said documents recited above. The Purchaser/s hereby agree/s and undertake/s that he/she/they shall be bound and liable to pay to the Promoters his/her/their proportionate

shares in all respects taxes, outgoings and other charges in respect of the said premises from the period referred herein and in accordance with the provisions of this Agreement.

- f) The PROMOTER have also informed the Purchaser/s and the Purchaser/s is/ are aware that till such time as the Co-operative Society /Condominium of Apartments /Private Limited Company in respect of the said project is not formed, the maintenance, upkeep and all affairs relating to the day to day management of the said premises shall be looked after by the PROMOTER and/or any other specialized agency appointed by the PROMOTER. The Purchaser/s hereby agree/s, declare/s and confirm/s with the PROMOTER that all open spaces, Common Terrace, Common spaces of the said plot, Basement / Podium, Security Cabin & equipment shall be in the exclusive and an interrupted management and authority of the PROMOTER alone and save and except the exclusive right to the said Premises, the Purchaser/s shall not claim any right, title, interest in the said spaces in any manner whatsoever. The Purchaser/s is / are also aware that upon the formation of Co-operative Society /Condominium of Apartments / Private Limited Company in respect of the said project and upon the execution of Lease Deed/ Deed of Assignment in favour of such Co-operative Society /Condominium of Apartment /Private Limited Company all the above areas shall be handed over to the Managing Committee of the Co-operative Society that shall be formed or the same shall be managed and administered by such specialized Agency as may be mutually decided between the PROMOTER and such Managing Committee.
- g) The Purchaser/s is / are further aware that ultimately the PROMOTER herein, in their sole and absolute discretion, shall, as per the provisions of Real Estate (Regulation and Development) Act, 2016, form a Co-operative Society or Company or Association (hereinafter referred to as the said Society) for the said project and execute Lease Deed / Deed of Assignment in favour of such Co-operative Society or Company or Association that shall be formed for the said Building(s) / Wing(s), within a stipulated period by Law. The Advocate for the PROMOTER shall prepare and engross and approve the Lease Deed/Deed of Assignment and all other

documents, which are to be or may be executed in pursuance of this Agreement. The Purchaser/s shall bear all costs professional charges and expenses for the same and also all expenses of the stamp duty, registration charges for Lease Deed/Deed of Assignment or any other Deed consent writing and other documents, the costs in connection with the formation of the said Society and /or body corporate or other organization, the costs of the stamping and registering all the agreements, deeds, transfer deeds or any other documents required to be executed including the entire professional costs of the Advocates of the PROMOTER shall be borne and paid by the said Society or proportionately by all the Purchasers of the Premises in the said building alone.

- h) The PROMOTER hereby agree that they shall, before handing over possession of the said premises to the Purchaser/s and in any event before execution of Lease Deed /Deed of Assignment of the said plot in favour of a Co-operative Housing Society and / or other body corporate and / or other organization to be formed by the Purchaser/s of Flats/ Shops / Commercial Units in the Building to be constructed on the said plot (hereinafter referred to as "the Society") make full and true disclosure of the nature of their title to the said plot as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said plot and shall, as far as practicable, ensure that the said plot is free from all encumbrances and that the PROMOTER have absolute, clear and marketable title to the said plot so as to enable them to assign to the said Society/Limited Company such absolute, clear and marketable title on the execution of a Lease Deed /Deed of Assignment of the said plot by the PROMOTER in favour of the said Society/Limited Company.

## **20. GENERAL COMPLIANCE WITH RESPECT TO THE SAID PREMISES:**

- a) The Purchaser(s) / Allottee(s) shall, after taking possession, be solely responsible to maintain the said premises at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the said premises, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the

compound which may be in violation of any laws or rules of any authority or General Development Control Rules for the time being of the CIDCO or any other Government Authority and /or public body or any other local authority or change or alter or make additions to the said premises and keep the said premises, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Purchaser(s) / Allottee(s) further undertakes, assures and guarantees that he/she/they would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings or Common Areas. The Purchaser(s) / Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser(s) / Allottee(s) shall not store any hazardous or combustible goods in the said premises or place any heavy material in the common passages or staircase of the Building. The Purchaser(s) / Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the said premises. The Purchaser(s) / Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the PROMOTER and thereafter the Association of Purchaser(s) / Allottee(s) and/or maintenance agency appointed by Association of Purchaser(s) / Allottee(s) shall manage and upkeep the same. The Purchaser(s) / Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions. The Purchaser/s further covenants with the PROMOTER and through them with the Purchaser/s or the other premises in the said building that he/she/they at any time shall not demolish or caused to be demolished any structure in the said building or any part or portions of the same nor will he/she/they at any time make or caused to be made any new construction of whatsoever nature on or in the said building or any part thereof nor will make any additions or alterations in or to the said premises or said building and balcony or

gallery in the front without previous consent of the CIDCO / Concerned Authority or the PROMOTER or the said Society, as the case may be. The Purchaser/s from the date of possession will maintain the lift, water pump, firefighting equipment and other assets provided by the PROMOTER on their own cost and the PROMOTER will not be held responsible for the same in any manner whatsoever.

- b) It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the PROMOTER as per the agreement for sale relating to such development is brought to the notice of the PROMOTER within a period of five (5) years from the date of handing over possession, It shall be the duty of the PROMOTER to rectify such defects without further charge, within 30 (thirty) days. The PROMOTER have further agreed to obtain suitable warranty from the Water proofing Agency and at the time of handing over the charge of the Project to the Co-operative Society, the PROMOTER shall assign the benefits of the said warranty in favour of the Co-operative Society to enable the Co-operative Society to get the necessary repairs carried out directly from the concerned Agency/s.
- c) It is agreed that within a period of stipulated by law from the date of handing over the premise to the Purchaser/Allottee, the Purchaser/Allottee brings to the notice of the PROMOTER any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the PROMOTER at his own cost and in case it is not possible to rectify such defects, then the Purchaser/Allottee shall be entitled to received from the PROMOTER, compensation for such defect in the manner as provided under the Act.
- d) The aforesaid warranty given by the PROMOTER is applicable only if after occupying the apartment the Purchaser/allottee shall maintain the apartment in the same condition as it was handed over to him by

the PROMOTER. In case the Purchaser/allottee makes any changes like shifting of the walls, doors, windows and their grills, bedrooms, kitchen, bathrooms, balconies, terrace, enclosing balconies, flower bed, extending rooms, changing floorings, plumbing systems, electrical wiring, sanitary systems and fittings, fixing falls ceiling or doing any work affecting and damaging the columns and / or beams of the building, or damaging the stability of the structure of the building, intentionally or due to negligence, with or without the permission of the competent authority and / or society or association / company. Further, in the following cases where the Purchaser/allottee (i) installs air – conditioners on the external walls haphazardly which may destabilize the structure (ii) Purchaser/allottee and / or its tenants load heavy luggage in the lift, (iii) damage any portion of the neighbor's Apartment, or common area by drilling or hammering etc. and (iv) does not follow the conditions mentioned in the maintenance manual, the purchaser/allottee shall not be entitled to invoke the aforesaid warranty given by the PROMOTER.

- e) The PROMOTER / maintenance Agency /Association of Purchaser(s) / Allottee(s) shall have rights of unrestricted access of all Common Areas, garages/closed parking/s and parking spaces for providing necessary maintenance services and the Purchaser(s) / Allottee(s) agree/s to permit the PROMOTER/ Association of Purchaser(s) / Allottee(s) and/or maintenance agency to enter into the said premises or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
- f) The Purchaser(s) / Allottee(s) hereby agree/s to purchase the said premises on the specific understanding that his/her/their right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the Association of Purchaser(s) / Allottee(s) (or the maintenance agency appointed by it) and

performance by the Purchaser(s) / Allottee(s) of all his/her/their obligations in respect of the terms and conditions specified by the maintenance agency or the Association of Purchaser(s) / Allottee(s) from time to time.

- g) The Basement(s), Podium(s) and service areas, if any, as located within the said Project “EXCELLANZAA”, shall be earmarked for purposes including but not limited to refuse areas, electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment’s etc. and other permitted uses as per sanctioned plans. The Purchaser(s) / Allottee(s) shall not be permitted to use such services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Purchaser(s)/ Allottee(s) formed by the Purchaser(s)/ Allottee(s) for rendering maintenance services.
- h) The Purchaser/s and the person to whom the said premises shall have been let, sublet, transferred, assign or given possession of and in accordance with the provisions hereof shall duly observe and perform all the rules and regulations of the said Society that may be in force from time to time relating to the protection and maintenance of the said building with Premises thereof and for the observance and carrying out of the building rules and regulations and Development Control Rules for the time being of the Concerned Authority, the Government and or public body or any other local authority.
- i) It is expressly agreed and confirmed by and between the parties hereto that the Terrace which is attached to the said premises will be in the exclusive possession of the Purchaser/s herein and other Purchaser/s of the premises in the said Building/s will not, in any manner object thereto. The other Purchaser/s shall not, in any manner object to the PROMOTER selling to the Purchaser/s of the

said premises with an attached terrace with exclusive rights of the Purchaser/s herein to use the said Terrace.

j) It is also agreed and understood that the PROMOTER shall only pay proportionate charges towards Property Tax, Service Charges, Sinking Fund, Insurance charges, NA Tax, Lease Rent as per actual for Apartment lying vacant & unsold Apartment in the said Building. However the PROMOTER shall not pay the proportionate charges for water, common electricity, contribution towards repair and maintenance funds, expenses on repair and maintenance of the lifts including charges for running the lifts, car parking, non occupancy charges or any other charges. However if the PROMOTER gives the apartment on lease he shall pay all the proportionate charges as paid by all other apartment allottees.

k) The PROMOTER shall not be bound to carry out any extra work in the said premises agreed to be sold by the PROMOTER to the Purchaser/s under this Agreement.

**21.** Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Plot and Building or any part thereof. The Purchaser/s shall have / have no claims save and except in respect of the said premises hereby agreed to be acquired by the Purchaser/s. All open spaces, floor spaces index, parking spaces, lobbies, staircases, terraces, recreation spaces, etc. will remain to be the Property of the PROMOTER until the whole plot together with the structures standing thereon is/are transferred to the said Society, but subject to the rights of the PROMOTER contained herein.

## **22. RESTRICTIONS ON TRANSFER:**

a) The Purchaser/s of the said premises will not transfer or assign interest or benefit of this Agreement, until all the dues payable by the Purchaser/s to the PROMOTER under this Agreement are fully paid up and even after such payment, only if the Purchaser/s has/

have not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/ have obtained the PROMOTER'S consent in writing to the same.

- b) So long as all or any of his /her /their dues herein stated remains unpaid and so long as the said Society shall not be registered, the Purchaser/s shall not, without the prior consent in writing of the PROMOTER, let, sublet, transfer, assign or part with the possession of the said premises or any part thereof.

### **23. FOREIGN PURCHASER/S:**

- a) The Purchaser(s) / Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the PROMOTER with such permission, approvals which would enable the PROMOTER to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser(s) / Allottee(s) understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- b) The Purchaser(s) / Allottee(s) shall keep the PROMOTER fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser(s) / Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser(s) / Allottee(s) to intimate the same in

writing to the PROMOTER immediately and comply with necessary formalities if any under the applicable laws. The PROMOTER shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser(s) / Allottee(s) and such third party shall not have any right in the application/allotment of the said premises applied for herein in any way and the PROMOTER shall be issuing the payment receipts in favour of the Purchaser(s) / Allottee(s) only.

#### **24. REPRESENTATIONS OF THE PROMOTERS:**

The PROMOTER hereby represent and warrant to the Purchaser(s) / Allottee(s) that save as specifically mentioned herein:

- a) The ORIGINAL ALLOTTEE / LICENSEE&PROMOTER have absolute, clear and marketable title in respect of the said plot and have the requisite rights to carry out development upon the said plot and the ORIGINAL ALLOTTEE/LICENSEE&PROMOTER have the absolute, actual, physical and legal possession of the said plot for the Project.
- b) The ORIGINAL ALLOTTEE / LICENSEE&PROMOTER have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.
- c) There are no encumbrances upon the said plot or the Project;
- d) There are no litigations pending before any Court of law with respect to the said plot, Project or the said premises.
- e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said plot and said premises are valid and subsisting and have been obtained by following due process of law. Further, the PROMOTER have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said plot, Building and said premises and common areas.
- f) The PROMOTER have 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 Purchaser(s) / Allottee(s) created herein, may prejudicially be affected.

- g) The PROMOTER have 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 plot, including the Project and the said premises which will, in any manner, affect the rights of Purchaser(s) / Allottee(s) under this Agreement.
- h) The PROMOTER confirms that the PROMOTER is not restricted in any manner whatsoever from selling the said premises to the Purchaser(s) / Allottee(s) in the manner contemplated in this Agreement.
- i) The PROMOTER have duly paid and shall continue to pay and discharge all 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.
- j) 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 plot) has been received by or served upon the PROMOTER in respect of the said plot and/or the Project.

25. The PROMOTER has informed the Purchaser/s about its intention to sell the parapet walls of terrace, boundary walls on the external periphery of the said Building (hereinafter called "the said Display space") and the same shall be utilized only for the purpose of the advertisement which includes hoarding any display of such sign-boards as well as neon light and the Purchaser/s of such display space shall install separate electric meter for neon-light and shall also bear and pay the Government taxes directly or through the society. The Purchaser/s of the Display space shall not contribute any other outgoings to the said Society. The Purchaser(s) / Allottee(s) herein shall not object in any manner and shall co-operate with the Purchaser/s of such Display space as admitting him as nominal member of the said Society etc. The Purchaser/Society will honor the agreement/understanding between the PROMOTER and holder of Display space. The PROMOTER can display their Company name/Logo and put neon sign/hoarding at the suitable place of the

said Building and the Purchaser/s/Society will not object it, without being liable to pay any compensation, consideration to the Society or its members. The PROMOTER shall install separate Electric Meter for neon-light and shall bear and pay the charges as per the Bills for the electricity consumed thereof directly to MSEB.

**26.** This Agreement shall always be subject to the provisions contained in Real Estate (Regulation and Development) Act, 2016 or any amendment or re-enactment thereof for the time being in force or any other provisions of law applicable thereto.

**27. NOTICES AND CORRESPONDANCE:**

- a) All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by prepaid post under Certificate of Posting at his/her/their address specified below:-

Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- b) In case if the Purchaser/s changes his/ her/ their address specified herein then and in that event, the Purchaser/s shall intimate by Registered AD Letter, the new address and shall cause the PROMOTER to rectify their records by recording the new addresses. In case, if the Purchaser/s fail/s to provide the PROMOTER his/ her/ their new address, then the PROMOTER shall not be liable or responsible for the non receipt of any letter or communication from the Government authorities and the Purchaser/s alone shall be responsible for all legal consequences arising there from.

**28.** The Purchaser/s and the PROMOTER shall, immediately after the execution of this Agreement as well as Lease Deed / Deed of Assignment / vesting documents in favour of said Society lodge the same for registration with the concerned Sub-Registrar of Assurances within the time limit prescribed by the Registration Act

and the Purchaser/s shall within two days after lodging the same intimate the Promoters of having done so with the date and serial number which the same has been so lodged for registration of the Agreement. All out of pocket costs, charges and expenses including the Stamp duty and registration charges of and incidental to this Agreement as well as Lease Deed / Deed of Assignment/ vesting documents in favour of said Society shall be borne and paid by the Purchaser/s alone and the PROMOTER will attend such office and admit execution thereof.

**29. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PURCHASER(S) / ALLOTTEE(S):**

The Purchaser(s) / Allottee(s) is / are entering into this Agreement for the allotment of a said premises with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Purchaser(s) / Allottee(s) hereby undertakes that he/she/they shall comply with and carry out, from time to time after he/she/they has/have taken over for occupation and use the said premises, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the said premises/ at his/ her / their own cost.

**30. ENTIRE AGREEMENT:**

This Agreement, along with its schedules, Annexure, 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 premises/plot/building, as the case may be.

**31. RIGHT TO AMEND:**

This Agreement may only be amended through written consent of the parties by executing such further Supplementary Agreement / deeds / documents / writings mutually decided by the parties hereto.

**32. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER(S) / 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 Project shall equally be applicable to and enforceable against any subsequent Purchaser(s) / Allottee(s) of the said premises, in case of a transfer, as the said obligations go along with the said premises for all intents and purposes.

**33. WAIVER NOT A LIMITATION TO ENFORCE:**

- a) The PROMOTER may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser(s) / Allottee(s) in not making payments as per the Payment Schedule including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser(s) / Allottee(s) that exercise of discretion by the PROMOTER in the case of one Purchaser(s) / Allottee(s) shall not be construed to be a precedent and /or binding on the PROMOTER to exercise such discretion in the case of other Purchaser(s) / Allottee(s).
- b) Any delay, indulgence and negligence on the part of the PROMOTER in enforcing the terms and conditions of these presents or any forbearance or the grant of time to the Purchasers shall not be construed as a waiver on the part of the PROMOTER of the breach of any of the terms and conditions of these presents nor shall waiver in any way of prejudice the rights of the PROMOTER.

**34. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Real Estate (Regulation And Development) Act, 2016 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 Real Estate (Regulation And Development) Act, 2016 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.

**35. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Purchaser(s) / Allottee(s) has to make any payment, in common with other Purchaser(s) / Allottee (s) in Project, the same shall be the proportion which the carpet area of the said premises bears to the total carpet area of all the Premises/ plots in the Project.

**36. BINDING EFFECT:**

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

**37. 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.

**38. JOINT ALLOTTEES:**

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

**39. PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the PROMOTER himself / themselves or through his/their/its authorized signatory at the PROMOTER'S Office or at some other place, which may be mutually agreed between the PROMOTER and the Purchaser(s) / Allottee(s). After the Agreement is duly executed by the Purchaser(s) / Allottee(s) and the PROMOTER the said Agreement shall be registered at the office of the appropriate Sub-Registrar of Assurances. Hence this Agreement shall be deemed to have been executed at Navi Mumbai.

**40. DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the

adjudicating officer appointed under the Real Estate (Regulation and Development) Act, 2016.

**IN WITNESS WHEREOF, THE PARTIES HERETO HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.**

**THE FIRST SCHEDULE ABOVE REFERRED TO**

(Description of the said plot)

All that piece or parcel of land bearing Plot No. 92, situated at Karanjade, Sector 6, in Village / Site Karanjade of 12.5% (Erstwhile Gaothan Expansion Scheme) containing by admeasurements 2449.65 Square meters.

AND BOUNDED BY:

On or towards the North by : 15 mtrs wide road  
 On or towards the South by : Plot no 101 & 102  
 On or towards the East by : Plot No 93  
 On or towards the West by : 15 mtrs wide road

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

(Description of the said premises)

Flat/ Shop No. \_\_\_\_\_ on the \_\_\_\_\_ Floor, in Wing \_\_\_\_\_, admeasuring about \_\_\_\_\_ Square meters equivalent to \_\_\_\_\_ Square Feet or thereabouts (Carpet Area) in the Building/ Project known as “EXCELLANZAA” situated at Plot No. 92, situated at Karanjade, Sector 6, in Village / Site Karanjade of 12.5% (Erstwhile Gaothan Expansion Scheme) containing by admeasurements 2449.65 Square meters. and which is more particularly described in the First Schedule mentioned hereinabove.

SIGNED, SEALED AND DELIVERED BY )  
M/S. SHANTANU REALTORS, )  
THROUGH ITS PROPRIETOR )

MR. KAMLESH AVCHAR SHAH )

IN THE PRESENCE OF  
1) \_\_\_\_\_ )  
2) \_\_\_\_\_ )

SIGNED, SEALED AND DELIVERED )  
BY THE WITHINNAMED "PURCHASER/S" )  
MR./MRS./ M/S. \_\_\_\_\_ )

IN THE PRESENCE OF  
1) \_\_\_\_\_ )  
2) \_\_\_\_\_ )

**R E C E I P T**

RECEIVED OF AND FROM THE WITHIN NAMED PURCHASER/S  
MR./MRS/M/S \_\_\_\_\_, A SUM OF RS.  
\_\_\_\_\_/ - (RUPEES \_\_\_\_\_ ONLY)  
VIDE CHEQUE NO. \_\_\_\_\_ DATED \_\_\_\_\_ DRAWN ON  
\_\_\_\_\_, \_\_\_\_\_ BRANCH, BEING THE  
EARNEST MONEY DEPOSIT TOWARDS THE WITHIN  
MENTIONED TOTAL CONSIDERATION TO HAVE BEEN PAID  
BY THEM TO US.

I SAY RECEIVED.

**M/S. SHANTANU REALTORS,  
THROUGH ITS PROPRIETOR  
MR. KAMLESH AVCHAR SHAH**

**PAYMENT SCHEDULE**  
**(Annexure G)**

| SR.NO. | PARTICULARS OF WORK                                                                                                                                                                                                                                                         | PERCENTAGE  |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| 1.     | On booking of Flat/ Shop and on execution of Agreement for Sale                                                                                                                                                                                                             | 10%         |
| 2.     | Within 30 days from the day of booking after execution & registration of agreement                                                                                                                                                                                          | 20%         |
| 3.     | On Completion of Plinth Work                                                                                                                                                                                                                                                | 15%         |
| 4.     | On completion of the slabs including podiums & stilts of the building or wing                                                                                                                                                                                               | 25%         |
| 5.     | On Completion of the Walls, Internal Plaster, floorings doors & windows                                                                                                                                                                                                     | 5%          |
| 6.     | On completion of Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the building                                                                                                                                                                   | 5%          |
| 7.     | On Completion of external plumbing and external plaster, elevation, terraces with waterproofing of the building or wing                                                                                                                                                     | 5%          |
| 8.     | On completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s plinth protection, paving of areas appertain & all other requirements which is prescribed in the Agreement of Sale of the building or wing | 10%         |
| 9.     | At the time of handing over 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> |

**LIST OF AMENITIES:**  
**(Annexure F)**

**RCC STRUCTURE**

- Earthquake Resistant RCC Structure.

**FLOORING**

- 24 X 24 Vitrified Tiles in the complete Flat/Shop.

**WALL FINISH**

- POP/Gypsum Finished Internal Walls.
- Distemper Paint in complete Flat/Shop.

**DOORS**

- Designer Door with Decorative Fittings.

**WINDOWS**

- Marble Window Sills in the complete Flat/Shop.

**KITCHEN**

- Granite Kitchen Platform for Cooking with SS Sink and Drain Board.
- Electrical points for Water Purifier & Kitchen Accessories.
- 2 feet height Designer Tiles Dado above Platform.

**BATHROOM**

- Designer Tile Flooring and Dado up to Door Level.
- Concealed Plumbing with fittings of reputed Brands.
- Sanitary Ware of reputed Brands.

**ELECTRIFICATION**

- Concealed Copper Wiring with Circuit Breakers.
- Telephone and Cable TV/Dish TV Point in Living Room and Bed Rooms.

- AC Point in all Bed Rooms.
- Generator Back Up for Elevators and Common Areas.

#### **ELEVATOR / LIFT**

- Of reputed Brand.

#### **PORTABLE WATER FACILITY**

- Water Connection from above Ground Storage Tank through Concealed Pipeline Network.
- Appropriate Covered Pumping Station with Pumps to be provided.

#### **COMPOUND WALL**

- Compound Wall with Decorative Gates and Security Kiosks to be provided.
- Club House.

**LIST OF ANNEXURES:**

- |                     |   |                                                                                         |
|---------------------|---|-----------------------------------------------------------------------------------------|
| <b>Annexure “A”</b> | - | Commencement Certificate dated 11/07/2014                                               |
| <b>Annexure “B”</b> | - | Revised Commencement Certificate dated 31/07/2017                                       |
| <b>Annexure ‘C’</b> | - | authenticated copy of registration of project with the Real Estate Regulatory Authority |
| <b>Annexure “D”</b> | - | a copy Title Reports issued by Adv. Sheetal S. Bhalekar,                                |
| <b>Annexure “E”</b> | - | Typical Floor plan of the said Premises                                                 |
| <b>Annexure ‘F’</b> | - | general specifications and amenities to be provided                                     |
| <b>Annexure “G”</b> | - | Payment Schedule                                                                        |