

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made at Vasai on this _____ day of _____ 2022 BETWEEN **M/S. SHIVGANGA CONSTRUCTION & REDEVELOPERS, (PAN NO. AEBFS3741R)** a partnership firm, registered under the provisions of the Indian Partnership Act, 1936 and having its registered office at 118, Shivshruti Complex, Vasai Nallasopara Link Road, Achole Road, Nallasopara (East), Taluka: Vasai, Dist. : Palghar – 401209 - to whom hereinafter referred to as the **“BUILDER’S”/PROMOTER** (which expression shall unless it be repugnant to the context of meaning thereof be deemed to include its/his/their successors, survivors, heirs, executors, nominees, administrators and assigns) of the **ONE PART:-**

AND

MR _____ Aged ____ years, (PAN NO. _____)(**AADHAR NO.** _____)
Indian Inhabitant, residing at _____

_____ hereinafter referred to as the **“THE ALLOTTEE/S”**(which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include in the case of an individual or individuals, his, her or their respective heirs, executors, administrators and permitted assigns/in the case of a body corporate its successors and permitted assigns/in the case of partnership firm, the partners for the time being and from time to time constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and his, her or their permitted assigns/ in case of a Hindu undivided family,

the Karta and the members for the time being and from time to time of the co-parceners and the survivors or survivor them and the heirs, executors and administrators of the last survivor of them and his, her or their permitted assigns) of the **SECOND PART**.

(In this Agreement, unless the context otherwise implies, the expressions defined hereunder shall have the respective meanings assigned to them (i) the singular wherever used shall include plural and vice versa; (ii) the masculine gender used herein shall include the feminine gender and/or the neutral gender wherever applicable.)

WHEREAS: =

- A)** By a Registered Re-Development dated 22.11.2021, registered at the office of Vasai-6, at serial no. Vasai-6-5215-2021, dated 21.12.2021 and Confirmation Deed dated 06.06.2022, registered at the office of Vasai-6, at serial no. Vasai-6-2450-2022, dated 06.06.2022 executed By and Between **HEERA PANNA SHARMA CO-OPERATIVE HOUSING SOCIETY LIMITED**, individual co-operative housing societies limited, formed and registered under the provisions of the Maharashtra Cooperative Societies Act, 1960 Registration No. TNA/VSI/HSG/TC/2130/1987-88, dated 12.02.1988 and having its registered office at Heera Panna Sharma Co-Operative Housing Society Limited, Lodha Park, Station Road, Nallasopara (West), Taluka: Vasai, Dist. Palghar – 401 203, (hereinafter referred to as **“the Original Owner”**) of the First part being the **Land Owner** and the **Society Members of Heera Panna Sharma Co-operative Housing Society Limited** (hereinafter referred to as **“the Confirming Parties”**) of the Second part being the Original Society Members and **M/S. SHIVGANGA CONSTRUCTION AND REDEVELOPERS - The Developers / Builders** therein of Party of the Third Part (hereinafter referred to as **“the Development Agreement”**).

The Original Owner granted to the Promoter Re-development rights to the piece or parcel of freehold Non-Agricultural land layout Plot No.1 admeasuring 635.00 sq. meters, Plot No.2 admeasuring 720.00 sq. meters, Plot No.3admeasuring 631.00 sq. meters & Plot No.22 admeasuring 744 sq. meters, total area admeasuring 2,730.00 sq. meters of the land bearing survey No.34/1/34/4, lying, being and situate at Village Sopara within the local limits of Vasai Virar Municipal Corporation, Taluka : Vasai, District : Palghar in the Registration District Palghar Registration, Sub District Vasai, within the limits of the office of Sub – Registrar's of Assurance Vasai 1, 2, 3, 4, 5, 6, with the intention that the Developer would construct on that part of the Land a Residential with Shop-line Building or thereabout more particularly described in the First Schedule therein as well as in the First Schedule hereunder written **(hereinafter referred to as “ the PROJECT LAND”)** and to construct thereon building/s in accordance with the terms and condition contained in the Re-development Agreement. The Original Land Owner being the Society has also executed and registered a Power Of Attorney in favour of the Builder herein;

- B) WHEREAS** the Original Owner herein are absolutely seized and possessed of or well and sufficiently entitled to the piece or parcel of the Non-Agricultural layout Plot No.1 admeasuring 635.00 sq. meters, Plot No.2 admeasuring 720.00 sq. meters, Plot No.3admeasuring 631.00 sq. meters & Plot No.22 admeasuring 744 sq. meters, total area admeasuring 2,730.00 sq. meters of the land bearing survey No.34/1/34/4, lying, being and situate at Village Sopara within the local limits of Vasai Virar Municipal Corporation, Taluka : Vasai, District : Palghar in the Registration District Palghar Registration, Sub District Vasai, within the limits of the office of Sub – Registrar's of Assurance Vasai 1, 2, 3, 4, 5, 6.**(Hereinafter referred to as “the said Total Land”)**

- C) AND WHEREAS** The Said Society of the First part is the Owner, seized and possessed of or otherwise well and sufficiently entitled to the piece and parcel of Non-Agricultural layout Plot No.1 admeasuring 635.00 sq. meters, Plot No.2 admeasuring 720.00 sq. meters, Plot No.3admeasuring 631.00 sq. meters & Plot No.22 admeasuring 744 sq. meters, total area admeasuring 2,730.00 sq. meters of the land bearing survey No.34/1/34/4, lying, being and situate at Village Sopara within the local limits of Vasai Virar Municipal Corporation, Taluka : Vasai, District : Palghar in the Registration District Palghar Registration, Sub District Vasai, within the limits of the office of Sub – Registrar’s of Assurance Vasai 1, 2, 3, 4, 5, 6;
- D) AND WHEREAS** The Said Land was initially owned by the Original Owner M/s. Lodha Enterprises (**Herein after refer to as “Original Owner”**) a Partnership Firm., which conveyed the said property in favour of Heera Panna Sharma Co-op Hsg. Soc. Ltd.
- E) AND WHEREAS** the Original Owner M/s. Lodha Enterprises have formed the said society named Heera Panna Sharma Co-op Hsg. Soc. Ltd. under the provisions of the Maharashtra Cooperative Societies Act, 1960 under Registration No. TNA/VSI/HSG/TC/2130/1987-88, dated 12.02.1988. The Original Owner have purchased the said land and have constructed the building on the said piece and parcel of land. The said building is known as Heera Panna Sharma Co-Operative Housing Society Limited; After the construction of the said building by its members therein, all the 92 members of the Society has taken the possession of their respective flat as per the list annexed in the Re-Development dated 22.11.2021, registered at the office of Vasai-6, at serial no. Vasai-6-5215-2021, dated 21.12.2021 and Confirmation Deed dated 06.06.2022, registered at the office of Vasai-6, at serial no. Vasai-6-2450-2022, dated 06.06.2022.

- F) AND WHEREAS** The Existing Building which was constructed around thirty five years back and requires substantial structural and material repairs.
- G) AND WHEREAS** In the Special General Body Meeting of the Said Society, in the interest of all occupants/members, the Said Society decided to undertake the re-development of the Existing Building and the said Property by demolishing and undertaking the re-development as a single composite layout by constructing New Building thereon by utilizing and exploiting the full re-development potential of the said Property.
- H) AND WHEREAS** In view of the same, the Said Society being desirous of appointing an established, reputed and experienced, Developer to undertake the RERA of the said Property followed the procedure set out in the directives issued by the State Government under the provisions of section 79A of the said Act ("the said Directive").
- I) AND WHEREAS** The ExecutantMembers/ Occupants of the said society also passed a resolutions in their general body meetings for undertaking the re-development of the said Property by the Society and also appointed a Project Management Consultant ("PMC") as per the said Directives. The Said Society appointed M/s. Mass Engineering as their Project management Consultant.
- J) AND WHEREAS** The PMC in consultation with the Members of the Federation prepared a tender document in order to seek competitive offers for re-development of the said Property by detailing the process for the selection of a suitable Developer for the re-development of the said Property ("the said tender"). The said Tender was circulated by Said Society amongst the members of the Society for their approval and the members of the Society approved the same by passing resolution in the Special General Body Meeting.

- K) AND WHEREAS** all bids received in response to the Public Notices were opened in the meeting of the Said Society held on 18.12.2020 in the presence of the Project Management Consultant.
- L) AND WHEREAS** The Said Society vide its Letter of Award dated 03.01.2021 (“the said Letter of Award”) unanimously declared **M/s Shivganga Construction and Redevelopers** as selected Developer in respect of the said Property in the manner as stated therein.
- M)** The DEVELOPER/PROMOTER has obtained Search Report and Title regarding the said land from respected Advocate Anish Kalvert and accordingly, Title of the said land is clear & marketable. The tenure of the said property is free hold. A copy of the Title Due Diligence Report dated 03.01.2022 (“**Title Certificate**”) and the relevant 7/12 extract are annexed hereto as **ANNEXURE “D”**.
- N)** The DEVELOPER/PROMOTER proposes to construct residential building known as “**IMPERIAL PARAMOUNT**” on the said Land.
- O)** The development of said building, being Gr./Stilt+17 upper floors to be constructed on the said Land is more particularly described in the First Schedule hereunder written. Development and construction of “**IMPERIAL PARAMOUNT**” on the said land proposed as “Real Estate Project” (“said Project/Real Estate Project”) by the Promoter and will be registered as a ‘Real Estate Project with the Real Estate Regulatory Authority (“Authority”), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (“RERA”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (“RERA Rules”).

- P)** The developer registered its real estate project with Maharera via registration Certificate bearing No. **P99000046574**.
- Q)** The Purchaser/s shall upon issuance of the RERA Certificate by the Authority to the Promoters, be entitled to, examine the same in detail by his/her/its Advocates and Planning and architectural consultants.
- R)** Abovementioned land admeasuring 2730 sq. meters is in residential zone in interim draft of development plan of VVCMC.
- S)** The DEVELOPER/PROMOTER has appointed M/s. Shree Consultants, as an Architect registered with council of Architects and such agreement as per the agreement prescribed by the Council of Architects and IRA Structural Consultants as Structural Designer with Council of Architects for purpose of preparation of plans, supervision of construction of building and looking after structural design and drawings of the buildings.
- T)** The DEVELOPER/PROMOTER has sole and exclusive right to develop the said land and to sell the Flat and to receive sale price in respect thereof.
- U)** The DEVELOPER/PROMOTER is now constructing/constructed residential building/s on the said land with intention to sell the flat/s on what is known as "Ownership Basis" to the intending PURCHASER/s as per the plans stated hereinabove with such variations and modifications which may be permitted and which the DEVELOPER/PROMOTER may consider necessary and desirable hereinafter (hereinafter referred to as "the said building" for brevity's sake).
- V)** The PURCHASER/s has/have agreed to purchase Flat in the building/s which is known as **"IMPERIAL PARAMOUNT"** being constructed on the said land, with full notice and

knowledge of the several facts covenants and on the terms and conditions hereinafter appearing.

- W)** The PURCHASER/s has/have taken inspection of the documents and plans herein before recited and has/have acquainted and satisfied herself/himself /themselves/ itself with all the terms and conditions and covenants therein contained and also other documents such as layout scheme referred herein and the plans, designs and the specifications of the said building proposed to be constructed and / or under construction.
- X)** The DEVELOPER/PROMOTER has supplied to the PURCHASER/s such other documents mentioned in rule of the Maharashtra Ownership flat Rules 1964 as demanded by the PURCHASER/s. The DEVELOPER/PROMOTER can be entered into separate agreement similar to this agreement with such modifications or variations as may be necessary with various persons, in respect of other flats & other rights in the said building on the said land.
- Y)** The PURCHASER/s prior to the execution of these present has/have satisfied himself/herself/themselves/itself about the title of the DEVELOPER/PROMOTER to the said land described in the first schedule hereunder written and he/she/they shall not be entitled to further investigation of the title of the DEVELOPER/PROMOTER to the said land, similarly the PURCHASER/s has/have inspected the site of the said Building and has/have approved the same.
- Z)** The DEVELOPER/PROMOTER has proposed to construct on the land Building known as **"IMPERIAL PARAMOUNT"** having buildings, being Gr./Stilit+17 upper floors as per Development Permission No. No. VVCMC/TP/RDP/VP-6461/381/2022-23, dated 17.10.2022.

- AA)** The PURCHASER/s is offered a Flat bearing no. _____ in _____ wing, on the _____ floor, in building No. ____ (herein after referred to as the said “FLAT” in the Building called **“IMPERIAL PARAMOUNT”** (herein after referred to as the said “Building”) being constructed in the said project, by the PROMOTER/DEVELOPER. The DEVELOPER/PROMOTER has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
- BB)** Abovementioned project land is in residential zone in interim draft of development plan of CIDCO/VVCMC.
- CC)** The Builder/Promoter has sole and exclusive right to develop the above mentioned land and to sell the Flats/Shops and to receive sale price in respect thereof.
- DD)** The promoter/builder is now constructing/constructed residential with shophlinebuilding/son the project land with intention to sell the flats/Shops on what is known as “Ownership Basis” to the intending ALLOTTEE/s as per the plans stated hereinabove with such variations and modifications which may be permitted and which the Builder/promoter may consider necessary and desirable hereinafter (hereinafter referred to as “the said building” for brevity’s sake).
- EE)** According to above said Agreement for Sale, the promoter/builder is entitled to sell flats/Shops to the intending ALLOTTEE/s as per own skill & terms but not affecting to terms and condition of agreement.
- FF)** The ALLOTTEE/s has/have agreed to purchase Flat/Shop in the Residential with shophline building which is known as **“IMPERIAL PARAMOUNT”** being constructed on the project land, with full notice and knowledge of the several facts covenants and on the terms and conditions hereinafter appearing.

- GG)** The ALLOTTEE/s has/have taken inspection of the documents and plans herein before recited and has/have acquainted and satisfied herself/himself/themselves/ itself with all the terms and conditions and covenants therein contained and also other documents such as plans, designs and the specifications of the said building proposed to be constructed and / or under construction. The Allottee/s has/have duly verified the title of the Owners to the said Property and the rights of the Builder/Promoters to develop and construct the said building and after having satisfied himself/herself and itself about the same have agreed to purchase the said Flat/Shop from the Promoters as set out hereunder.
- HH)** The Builder/Promoter has supplied to the ALLOTTEE/s such other documents mentioned in rule of the Maharashtra Ownership flat Rules 1964 as demanded by the ALLOTTEE/s. The Builder/Promoter can be entered into separate agreement similar to this agreement with such modifications or variations as may be necessary with various persons, in respect of other flats/shops & other rights in the said building on the project land.
- II)** The ALLOTTEE/s prior to the execution of these present has/have satisfied himself/herself/themselves/itself about the title of the Builder/Promoter to the project land described in the schedule –B hereunder written and he/she/they shall not be entitled to further investigation of the title of the Builder/Promoter to the projectland, similarly the ALLOTTEE/s has/have inspected the site of the said Building and has/have approved the same.
- JJ)** The Builder/Promoter has proposed to construct on the projectland Building known as **“IMPERIAL PARAMOUNT” – HEERA PANNA SHARMA CO-OP HSG. SOC. LTD.,** having Stilt + Ground + 17 upper Floors as per Development Permission bearing order No. VVCMC/TP/RDP/VP-6461/381/2022-23, dated 17.10.2022.

- KK)** The Allottee is offered a Flat/Shop bearing number _____ in _____ wing, on the _____ floor, (herein after referred to as the said "FLAT/SHOP" in the Building known as **"IMPERIAL PARAMOUNT" – HEERA PANNA SHARMA CO-OP HSG. SOC. LTD.**, (herein after referred to as the said "Building") being constructed on the project land by the Builder/Promoter.
- LL)** On demand from the Allottee, the Builder/Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Builder/Promoter's Architects **M/S. SHREE CONSULTANTS** and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "THE SAID ACT") and the Rules and Regulations made thereunder;
- MM)** The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Builder/Promoter, authenticated copies of Property card or extract of Village Forms VI and VII / XII or any other relevant revenue record showing the nature of the title of the Builder/Promoter to the project land on which the Flat/Shop are constructed or are to be constructed have been annexed hereto.
- NN)** The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto.
- OO)** The authenticated copies of the floor plans and specifications of the Flat/Shop agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed hereto.
- PP)** The Builder/Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain

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

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

RR) The Builder/Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

SS) The Allottee has applied to the Promoter for allotment of an Flat/Shop No. _____ in _____ **Wing**, Area admeasuring _____ sq. mtrs(**Carpet**) on _____ Floor being constructed in said Building known as **“IMPERIAL PARAMOUNT” – HEERA PANNA SHARMA CO-OP HSG. SOC. LTD.**(hereinunder written in **Schedule – B**).

The said Flat also has attached balcony/ies aggregately an admeasuring _____ **SQ. MTRS (Carpet)** as a **“Balcony”**. All balcony/ies attached to flats in the building known as **“IMPERIAL PARAMOUNT” – HEERA PANNA SHARMA CO-OP HSG. SOC. LTD.** shall be for the exclusive use of the occupants / owners of such flats and are being given without any consideration.

TT) The carpet area of the said Flat/Shop is _____ sq. meters and "carpet area" means the net usable floor area of an Flat/Shop, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to

the said Flat/Shop for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat/Shop for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Flat/Shop.

UU) 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, the Builder/Promoters have agreed to sell to the Allottee/s and the Allottee/s agrees/agree to purchase the said Apartment at the price of **Rs.**_____/-(**Rupees** _____ **Only**) are now entering into this Agreement on the terms and conditions appearing hereinafter;

VV) Prior to the execution of these presents the Allottee has paid to the Builder/Promoter a sum of **Rs.**_____/-(Rupees _____ only) being full / part payment of the sale consideration of the Flat /Shop agreed to be sold by the Builder/Promoter to the Allottee as advance/full payment or Application Fee (the payment and receipt whereof the Builder/Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

WW) Under section 13 of the said Act the Builder/Promoter is required to execute a written Agreement for sale of said Flat /Shop with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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

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

1. The recitals contained above shall form an integral and operative part of this Agreement for Sale as if the same were set out and incorporated in the operative part.
2. The Builder/Promoter shall construct the said building/s consisting **Stilt + Ground + 17upper floors** on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Builder/Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Flat/Shop of the Allottee except any alteration or addition required by any Government authorities or due to change in law.
 - 2.a (i) The Allottee hereby agrees to purchase from the Builder/Promoter and the Builder/Promoter hereby agrees to sell to the Allottee Flat/Shop No. _____ in _____ **Wing**, of carpet area admeasuring _____ sq. mtrs. on _____ floor in **"IMPERIAL PARAMOUNT" – HEERA PANNA SHARMA CO-OP HSG. SOC. LTD.** (hereinafter referred to as "the Flat/Shop") as shown in the Floor plan thereof hereto annexed and marked for the consideration of Rs. _____/- (In _____ words _____ Rupees _____ only) being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities (the price of the Flat/Shop including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottee hereby agrees to purchase from the Builder/Promoter and the Builder/Promoter hereby agrees to sell to the Allottee garage bearing No. ____ situated at _____ Stilt /Podium being constructed in the layout for the consideration of Rs. _____/-

(OR)

The Builder/Promoter has right to sell the covered parking separately. The Allottee has agreed to purchase the said Flat and is desirous of purchase parking lot. Builder/Promoter hereby agrees to sell to the Allottee covered/stilt/mechanized parking situated at Stilt/Ground/Podium being constructed in the layout for the consideration of Rs. _____/-, Promoter shall allot covered/stilt/mechanized Parking Number during Possession with Allotment Letter.

(OR)

The Builder/Promoter has right to sell the covered parking separately. The Allottee has agreed to purchase the said Flat but is not desirous of purchasing the parking lot at this stage but may purchase the parking lot in future date, he/it/they would be sold and allotted the parking lot by the Builder/Promoter subject to availability and at the price that may be prevailing at that point of time, and at complete discretion and volition of the Builder/Promoter, and Promoter shall allot covered/stilt/mechanized Parking Number during Possession with Supplementary Deed.

2.b The total aggregate consideration amount for the Flat/Shop including garages/covered parking spaces is thus Rs. _____/-

2.c The Allottee has paid before execution of this Agreement, a sum of Rs. _____/- (Rupees _____ only) as advance payment and hereby agrees to pay to that Promoter the balance amount of Sale Consideration of Rs.

_____-/- (In words _____ Rupees
_____ only)
within _____ days from the execution of this presents and/or
in the following manner:-

Particulars	Percentage		Due Amount
On Booking	10%	Till Agreement - 20%	
On Registration of Agreement	10%		
On Completion of Plinth	15%	Till Plinth – 35%	
On Completion of 1st Slab	3%	On Completion of All Slabs - 70%	
On Completion of 2nd Slab	3%		
On Completion of 3rd Slab	3%		
On Completion of 4th Slab	3%		
On Completion of 5th Slab	2%		
On Completion of 6th Slab	2%		
On Completion of 7th Slab	2%		
On Completion of 8th Slab	2%		
On Completion of 9th Slab	2%		
On Completion of 10th Slab	2%		
On Completion of 11th Slab	2%		
On Completion of 12th Slab	1%		
On Completion of 13th Slab	1%		
On Completion of 14th Slab	1%		
On Completion of 15th Slab	1%		
On Completion of 16th Slab	1%		
On Completion of 17th Slab	1%		
On Completion of 18th Slab	1%		
On Completion of Wall & Internal Plaster	2%		
On completion of Flooring, Doors & Windows	5%		
On Completion of Staircase, Lift wells, Lobby	5%		
On Completion of External Plumbing, External Plaster and Terrace Waterproofing	5%		
Completion of Internal Wiring and External Painting	5%		
On Completion of Lifts & Water Pumps	5%		
On Possession	5%	On Possession 5%	
Total Flat/Shop Cost (TFC)	100%	100%	

Each of such installments shall be paid by the Allottee within a period of 15 days from the date of intimation by the Builder /Promoter. Time for payment of each installment is the essence of the contract.

- 2.d** The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Flat/Shop].
- 2.e** The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 2.f** The Builder /Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ 2 % per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 2.g** The Builder/Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined

limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

2.h The Allottee authorizes the Builder /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 Allottee undertakes not to object/demand/direct the Builder /Promoter to adjust his/her/their payments in any manner. Note: Each of the installments mentioned in the sub clause (1.c) shall be further subdivided into multiple installments linked to number of basements / podiums /floors in case of multi-storied building /wing.

3.a The Builder /Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat/Shop to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat/Shop. Time is essence for the Builder /Promoter as well as the Allottee. The Builder /Promoter shall abide by the time schedule for completing the project and handing over the [Flat/Shop] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by

him/her/their and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Builder /Promoter as provided in clause 2 (c) herein above. ("PAYMENT PLAN").

- 3.b** It is clarified that Sale Consideration shall be payable by the Allottee/s in the **Account No.**_____ maintained with _____**with IFSC Code** _____("the said Account"). In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the said Premises, the Allottee/s undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such amounts towards Sale Consideration due and payable to the Promoter through an account payee Cheque / demand draft / wire transfer / any other instrument drawn in favour of the said Account immediately upon the relevant stage of construction being completed. Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the said Premises and shall be construed as a breach on the part of the Allottee/s in which event without prejudice to the right of the Promoter to charge interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("Interest Rate") on the amounts due, the Promoter shall be entitled to terminate this Agreement and forfeit 10% of the Sale Consideration along with brokerage charges (if any) as reasonable, pre-estimated, genuine and agreed liquidated damages and return balance (if any) to the Allottee/s within 30 (thirty) days from the date of such termination of the Agreement.

4. The Builder /Promoter hereby declares that the Floor Space Index available as on date in respect of the project land as per **Revised Development permission bearing its order No. VVCMC/TP/RDP/VP-6461/381/2022-23-dated 17.10.2022** and Promoter has planned to utilize additional Floor Space Index of **14,598.39 sq. mtr.** by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Flat/Shop based on the proposed construction and sale of Flat/Shop to be carried out by the Builder /Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Builder /Promoter only.
- 5.1 If the Builder /Promoter fails to abide by the time schedule for completing the project and handing over the [Flat/Shop] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Builder /Promoter under the terms of this Agreement from the date the said amount is payable by the allottee (s) to the Builder /Promoter.
- 5.2 Without prejudice to the right of Builder /Promoter to charge interest in terms of sub clause 5.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Builder /Promoter

under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, the Builder /Promoter shall at his own option, may terminate this Agreement Provided that, Builder /Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his/her/their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Builder /Promoter within the period of notice then at the end of such notice period, Builder /Promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Builder /Promoters shall, after deducting an amount equal to 10% of the total consideration payable hereunder, refund to the Allottee the balance of the sale price which the Allottee may have till then paid to the Builder/Promoters without any interest on the amount so refundable within a period of thirty days of the termination, the installments of sale consideration of the said Apartment which may till then have been paid by the Allottee to the Promoters. The Promoters upon such terminations shall be entitled to sell, transfer and assign the said Flat and/or the parking lot, if allotted, and all the rights, title and interest therein in favour of any third party on such terms and conditions as thought fit and proper by the Promoters without any recourse and/or reference to the Allottee/s. However if Allottee/s had seek loan from any financial institutions/banks etc., against the security of the said Flat after prior consent/approval of the Promoters and Promoter exercise its right to terminate due to some breach of terms and conditions mentioned herein then in that case Allottee/s hereby undertakes/undertake to clear the entire mortgage

debt outstanding and to obtain necessary letter/confirmation stating clearance of mortgage, etc. from such financial institution/bank, etc. and the Promoters shall directly pay the amount to the banks and financial institutions etc., from the amount standing to the Allottee/s credit subject to deductions mentioned above (paid by him/her/them to the Promoters towards the consideration amount) with the Promoters towards the said Apartment and to that extent, so as to clear the proportionate mortgage debt.

6. The Allottee agrees with promoters that he/she/they shall not sell/dispose of the said Flat till the date of Possession without written consent of the Promoter whereas Promoter agrees to give consent within 15 (fifteen working days) from the receipt of such request subject to the terms and conditions hereto;
7. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Builder /Promoter in the said building and the Flat/Shop.
8. The Builder /Promoter shall give possession of the Flat/Shop/Office to the Allottee on or before 30.11.2025. If the Promoter fails or neglects to give possession of the Flat/Shop to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Flat/Shop with interest at the same rate as may mentioned in the clause 5.1 herein above from the date the Builder /Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat/Shop on the aforesaid date, if the completion of building in which the Flat/Shop is to be situated is delayed on account of –

- (i) War, civil commotion strikes, dharnas, declaration of emergency by Government, revolution, constitutional collapse, agitation, uprising, lockdowns (partial or complete) or act of God ;
- (ii) Any notice, order, rule, regulation, notification of the Government and/or other public or competent authority/court.
- (iii) Circumstances Beyond the control of Promoter.
- (iv) Any such man-made and/or natural epidemic and pandemic situation.
- (v) Non-availability of steel, cement, other building materials, water, electric supply, etc.
- (vi) Delay on the part of government authorities to sanction approvals or issue certificates viz. Occupation Certificate.

9.1 Procedure for taking Possession - The Builder /Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Flat/Shop], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Builder /Promoter shall give possession of the [Flat/Shop] to the Allottee. The Builder /Promoter agree and undertake to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Builder /Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Builder /Promoter or association of allottees, as the case may be. GST or any other tax as applicable will be collected separately. The Builder /Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

- 9.2** After Obtaining Occupancy Certificate, if VVCMC does not provide Water Connection Due to Water Shortage or Any other Reason in spite of payment of all taxes and fees for water connection by Promoter/Builder, in such case society still shall be Handed Over as per the Rules of REAL ESTATE (REGULATION AND DEVELOPMENT) ACT 2016 by the Promoter/Builder, Provided Until Formation of Society Promoter shall supply water using Tankers. Promoter shall add Tanker water supply charges in the monthly maintenance bill until they get Water Connection from VVCMC. After the Builder/Promoter sells 51% of the Flats in the project, the allottees shall be admitted as the members to the existing Society and handing over of the Society to the Allottees if the VVCMC do not lay the water pipelines in the Project in spite of application made thereto by the Builder/Promoter, and the water is supplied by Tanker as a stop gap arrangement, the Allottees shall not object and refrain from taking over the Society from the Builder/Promoter on this ground, reason and excuse, and the Allottees shall take over the Society from the Builder/Promoter whenever it is due to be handed over by the Builder/Promoter to the Allottees.
- 9.3** The Allottee shall take possession of the Flat/Shop within 15 days of the written notice from the Builder /Promoter to the Allottee intimating that the said Flat/Shop are ready for use and occupancy of Allottee to take Possession of [Flat/Shop] Upon receiving a written intimation from the Builder /Promoter as per clause.
- 9.4** Failure of Allottee to take Possession of Flat/Shop, Upon receiving a written intimation from Builder /Promoter, the Allottee shall take possession of the Flat/Shop from the Builder /Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Builder /Promoter shall give

possession of the Flat/Shop to the Allottee. In case the Allottee fails to take possession within the time provided in clause 9.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

- 9.5** Within 15 days after notice in writing is given by the Promoter to the Allottee that the Flat is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional contribution of **Rs.-----/-** lump sum (hereinafter referred to as Maintenance charges) GST or any other tax as applicable will be collected separately. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the administration of the society is not handed over to the society.

10. Defect Liability:-

- (i) If within a period of five years from the date of handing over the Premises to the Purchaser/s, the Purchaser/s brings to the notice of the Promoter any structural defect in the Premises or the building in which the Premises 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 its own cost and in case it is not possible to rectify such defects, then the Purchaser/s to receive from the Promoter, compensation for such defect in the manner as provided under the Act;

- (ii) The aforesaid warranty given by the Promoter is applicable only if after occupying the Flat the Allottee shall maintain the Flat in the same condition as it was handed over to him by the Promoter. In case the Allottee makes any changes of whatsoever nature including 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 false 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, cases including where the allottee (a) installs air-conditioners on the external walls haphazardly which may destabilize the structure, (b) Allottee and/or its tenants load heavy luggage in the lift, (c) damage any portion of the neighbour's Flat, or common area by drilling or hammering etc. and (d) does not follow the conditions mentioned in the maintenance manual, the Allottee shall not be entitled to invoke the aforesaid warranty given by the promoter.
- (iii) It shall be the responsibility of the Purchaser/s to maintain his unit/flat in a proper manner and take all due care needed including but not limiting to take all due care of the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage;
- (iv) Not to store in the Flat/Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy

as to damage the construction or structure of the building in which the Flat/Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat/Unit is situated, including entrances of the building in which the Flat/Unit is situated and in case any damage is caused to the building in which the Flat/Unit is situated or the Flat/Unit on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

- (v) To carry out at his own cost all internal repairs to the said Flat/Unit and maintain the Flat/Unit in the same condition, state and order in which it was delivered by the Promoter/Builder to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the Flat/Unit is situated or the Flat/Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (vi) Not to demolish or cause to be demolished the Flat/Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat/Unit or any part thereof, nor any alteration in the columns, beams, walls, elevation and outside colour scheme of the building in which the Flat/Unit is situated and shall keep the portion, sewers, drains and pipes in the Flat/Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat/Unit

is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat/Unit without the prior written permission of the Promoter/Builder and/or the Society or the Limited Company.

- (vii) Further where the manufacturer warranty as shown by the Promoter to the Purchaser/s ends before the defects liability period and such warranties are covered under the maintenance of the said flat/building/phase/wing and if the annual maintenance contracts are not done/renewed by the Purchaser/s, the Promoter shall not be responsible for any defects occurring due to the same;
- (viii) That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipments, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable;
- (ix) That the Purchaser/s has been made aware and that the Purchaser/s expressly agrees that the regular wear and tear of the flat/building/phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree Celsius and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect;
- (x) It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchaser/s, it shall be decided by Project Architect/ Structural Engineer who shall survey and access the same and shall then submit a report to state the defects in materials used, in the structure built of the

flat/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

- 11.** It is clarified that The **Developers** shall not be liable for any such defects if the same have been caused by reason of the willful default and/or negligence of the Purchaser/s such as
- i. Any Interior Work/changes done by Purchaser without Prior Permission of the Builder/Sub-Developers.
 - ii. Any Structural Damages done to Deadwalls/Beams/Columns.
 - iii. Any Damage/Illegal Modifications to External FB/DB/Chajjas/Deadwalls.
 - iv. Any Fireworks carried out on Terrace leading to breakage of Terrace chips/flooring.
- 12.** After Obtaining Occupancy Certificate, if VVCMC does not provide Water Connection Due to Water Shortage or Any other Reason inspite of payment of all taxes and fees for water connection by Developer/s, in such case society still shall be Handed Over as per the Rules of REAL ESTATE (REGULATION AND DEVELOPMENT) ACT 2016 by the Developers, Provided Until Formation of Society Developers shall supply water using Tankers. After Society Formation Society shall use Tanker for which Additional Charges if any shall be Bourne by Purchaser until they get Water Connection from VVCMC.
- 13.** The Allottee shall use the Flat or any part thereof or permit the same to be used only for purpose of residence. He/she/they shall use the garage or parking space only for purpose of keeping or parking vehicle. The Allottee agrees not to change the user of the Flat/Shop without prior consent in writing of the Builder /Promoter and any unauthorized change of user by the Allottee shall render this Agreement voidable at the option of the Builder /Promoter and the

Allottee in that event shall not be entitled to any right arising out of this Agreement.

14.1 The Allottee along with other Allottee(s) of Flat/shop in the building shall join to the existing Society and will become a member, and will follow the byelaws of the Society.

14.2 Within 15 days after notice in writing is given by the Builder /Promoter to the Allottee that the Flat/Shop is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat/Shop) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, tanker charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s.

15. The Allottee shall on or before delivery of possession of the Flat/Shop keep deposited with the Promoter, the following amounts:-

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

(ii) Rs. _____/- for formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) Rs. _____/- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body

(iv) Rs. _____ /- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

(v) Rs. _____/- For Deposit towards Water, Electric, and other utility and services connection charges

(vi) Rs _____/- for deposits of electrical receiving and Sub Station provided in Layout.

- 16.** Till the entire development of the said Property (including additional lands) to its full development potential has been completed in all respects, the Purchaser/s /the Society shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided and the Purchaser/s shall have no right or interest in the enjoyment and control of the Promoter in this regard and the Purchaser/s shall not hinder or obstruct the Promoter in this regard or in the exercise by the Promoter of its aforesaid rights.
- 17.** On the vesting of the management and the administration of the said Building/s in the Society or upon the Allotees/s of the Flat in the said Building/s, being admitted as members of the Society, the said Society shall take over complete responsibility for the management of the said property and the said Building/s and shall be solely responsible for collection of dues from its members and for the disbursement of such collections in relation to the said Building/s, including payment for ground rent, if any, Municipal/Nagarparishad Taxes, Water charges, salaries of the employees charged with the duties for the maintenance of the said property and the said Building/s.
- 18.** The Allote/s of the said premises shall, so long as and till the various premises in the said building are not separately assessed by the Corporation for property taxes and water charges, rates and other Outgoings, pay and continue to pay the proportionate share of such taxes, rates, and other

outgoing assessed on the said property including the said building on ad-hoc basis as may be decided by the Promoters. The Allote/s shall continue to pay such amounts as decided and intimated by the Promoters without demur and without in any manner disputing the same and shall not demand any accounts in respect thereof. PROVIDED HOWEVER that, if any, special taxes and/or rates are demanded by the Corporation or any other statutory authorities by reason of any permitted use, the Allote/s alone shall bear and pay such special taxes and rates. As from the date of offer for delivery of the possession of the said premises, the Allote/s shall observe, perform and abide all the rules and regulations of the Corporation and/or other statutory bodies and shall indemnify and keep indemnified the Promoters against any loss or damage in respect thereof.

The Purchaser(s)/Allottee(s) shall pay to the Promoter the installments of Purchase Price and all other amounts payable in terms of these presents within 15 (fifteen) days of intimation (“**Due Date**”) in writing, by the Promoter that the amount has become due on their respective due dates, time being the essence of the contract. If the Purchaser(s)/Allottee(s) fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then, without prejudice to the other rights of the Promoter, the Purchaser(s)/Allottee(s) shall be liable to pay Interest @ 12% p.a. to the Promoter on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid.

19.1 Without prejudice to the right of the Promoters to charge interest at the Interest Rate @ 12% p.a., and any other rights and remedies available to the Promoters (a) on the Purchaser/s committing **any** 3(three) defaults of payment on the due date of **any amount** due and payable by the Purchaser/s to the Promoters under this Agreement (including his/her/their/its proportionate share of taxes

levied by the concerned local authority and other outgoings) and/or (b) the Purchaser/s committing 3(three) defaults of payment of the installments of the Sale Consideration, the Promoters shall be entitled, at its own option and discretion, to terminate this Agreement. Provided that, the Promoters shall give a notice of 15 (fifteen) days in writing to the Purchaser/s ("**Default Notice**"), by courier / e-mail / registered post A.D. at the address provided by the Purchaser/s, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate this Agreement. If the Purchaser/s fails to rectify the breach or breaches mentioned by the Promoters within the period mentioned in the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the period mentioned in Default Notice, the Promoters shall be entitled to terminate this Agreement by issuance of a written notice to the Purchaser/s ("**Promoters Termination Notice**"), by courier / e-mail / registered post A.D. at the address provided by the Purchaser/s.

19.2 On the receipt of the Promoters Termination Notice by the Purchaser/s, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this Sub-Clause, the Promoter shall be entitled to:

- (i) Deal with and/or dispose of or alienate the said Premises and car parking space in the manner as the Promoter may deem fit without any reference or recourse to the Purchaser/s; and
- (ii) The Promoter shall be entitled to adjust and recover from the Purchaser/s
 - (a) Pre-determined and agreed liquidated damages equivalent to 10% of the total consideration/purchase price towards liquidated damages along with any losses that may accrue to

the Promoters, by reason of such termination including any diminution in sale price or market value of the said Premises prevailing at the time of termination;

- (b) Brokerage fees;
- (c) All other taxes and outgoings, if any, due and payable in respect of the said Premises upto the date of Promoters Termination Notice;
- (d) The amount of interest payable by the Purchaser/s in terms of this Agreement from the date of default in payment till the date of Promoters Termination Notice as aforesaid;
- (e) In case the Purchaser/s had opted for subvention scheme, the total amount of PRE-EMI interest paid and /or payable by the Promoter to the lending Bank/Financial Institution and the stamp duty and registration charges.
- (f) In case the Purchaser/s has availed any loans (including subvention scheme), then all amounts disbursed by the lending Bank/Financial Institution to the Promoter, which amounts shall be refunded by the Promoter to such lending Bank/ Financial Institution directly and the Purchaser/s authorizes the Promoter to collect the original Agreement for Sale from such Bank / Financial Institution and shall not be required to take any consent / confirmation from the Purchaser/s at any time and refund the balance, if any, to the Purchaser/s. Upon the termination of this Agreement, the Purchaser/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or the car park/s and that the dispatch of the said cheque towards refund from the Promoter to the Purchaser/s by registered post acknowledgement due at the address given by the Purchaser/s in these presents irrespective of whether the Purchaser/s accept/s or encash/s the cheque or not, will tantamount to the Promoter having refunded amount due to the Purchaser/s and the Purchaser/s shall deemed to have accepted the same in full satisfaction of all his/her/its/their

claim under this Agreement. Further, upon termination of this agreement, the Promoter shall not be liable to pay to the Purchaser/s any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Purchaser/s any Government Charges such as Service Tax, VAT, GST, Stamp Duty, Registration Fees etc. Within a period of 30 (thirty) days of the Promoters Termination Notice, the Promoter shall after deduction of the aforesaid Amounts, refund the balance amount of the Sale Consideration to the Purchaser/s simultaneously, with the Promoter and the Purchaser/s executing and registering the Deed of Cancellation of this Agreement, the stamp duty, registration fee and other costs and expenses whereof shall be borne and paid by the Purchaser/s Entirely.

20. REPRESENTATIONS AND WARRANTIES OF THE BUILDER /PROMOTER.

The Builder /Promoter hereby represent and warrants to the Allottee as follows:

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

- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas.
- vi. The Builder/Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Builder /Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Flat/shop] which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Builder /Promoter confirm that the Builder /Promoter are not restricted in any manner whatsoever from selling the said [Flat/Shop] to the Allottee in the manner contemplated in this Agreement;
- ix. The Builder /Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings,

whatsoever, payable with respect to the said project to the competent Authorities;

- x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Builder /Promoter in respect of the project land and/or the Project except those disclosed in the title report.

21. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Flat/shop may come, hereby covenants with the Builder /Promoter as follows :-

- i. To maintain the Flat/Shop at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat/shop is taken and shall not do or suffer to be done anything in or to the building in which the Flat/shop is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat/shop is situated and the Flat /shop itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Flat/shop any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat/shop is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat/shop is situated, including entrances of the building in which the Flat/shop is situated and in case any damage is caused to the building in which the Flat/shop is situated or the Flat/shop on account of negligence or default of the Allotteein

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

- iii. To carry out at his own cost all internal repairs to the Flat/Shop and maintain the Flat/shop in the same condition, state and order in which it was delivered by the Builder /Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Flat/shop is situated or the Flat/shop which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Flat/Shop or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat /shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Shop is situated and shall keep the portion, sewers, drains and pipes in the Flat/Shop and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat/Shop is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat/Shop without the prior written permission of the Builder /Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat/Shop is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Shop in the compound or any portion of the project land and the building in which the Flat/Shop is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat/Shop is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat/Shop by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat/Shop until all the dues payable by the Allottee to the Builder /Promoter under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat/Shop therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Flat/Shop in the Building and shall pay and contribute regularly and punctually towards

the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xi. The Purchaser/s shall pay to the Promoter the monthly contribution as may be determined by the Promoter from time to time due for the period commencing from 15 (fifteen) days after the said Flat is offered for occupation by the Purchaser/s regularly on or before the 5th day of each and every month towards his/her/their provisional proportionate share of any and other expenses, outgoings and expenses due in respect of the said Flat on account of the following, inter alia, viz.:-
- a. maintenance, repairs to the building, the compound, the compound walls, water pumps and electrical fittings, drainage and plumbing installations and fittings, etc.;
 - b. cost of keeping the property clean and lighted;
 - c. Decorating and/or painting the exterior of the building and passages and staircases;
 - d. Municipal and other taxes, cesses, levies and premia in respect of the insurance of the building, the said First Part of the Larger Property revenue, assessments, etc.;
 - e. Salaries and wages of persons employed for watching and/or cleaning the property, operating water-pumps, maintaining records, etc.
 - f. Water & Sewerage charges & taxes etc.
 - g. Electricity charges for lifts, central/common air conditioning and for salaries of liftmen;
 - h. Sinking & other funds as may be determined by the Promoter;
 - i. Rent & cost of water meter or electric meters;
 - j. Cost of water supplied by water tankers;
 - k. All other outgoings due in respect of the said First Part of the Larger Property including those incurred for the exclusive benefit of a Purchaser/s and/or his tenement/ Flat;

22. FURTHER DECLARATIONS AND CONFIRMATION BY THE ALLOTTEE(S)

- (a) The Allottee(s) acknowledges that the Promoter has readily Provided information/clarifications as required by him/her/them and has/have been influenced by any sale plans, pamphlets, Sample Apartment, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral concerning the amenities to be made available or any other data except as represented in this Agreement and the Allottee(s) has/have relied solely on his/her/their own judgement in deciding to enter into this Agreement.
- (b) Allottee(s) shall not be entitled to or claim any easement or right of light or air, which would restrict or interfere with in any manner whatsoever, the free and unobstructed use and enjoyment of any portion of the said building Land or Sale Sub Plot Land or Entire Land and the adjacent, contiguous and adjoining Lands and properties of the Promoter, for the purpose of development thereof and/or any other lawful purpose;
- (c) The Allottee(s) agrees and acknowledges that the Promoter have the sole and absolute authority regarding sale, transfer, assignment and/or disposal of the construction or unsold Apartments, Car Parking Space(s) which are not Licensed units and premises. The Allottee(s) agrees and acknowledges that the developer/owner has the sole and absolute authority regarding additional construction carried out on the said Building Land as per the disclosures contained herein or sale sub Plot Land or entire Land by utilising and consuming the FSI, FAR, DR and TDR inherent FSI, Fungible FSI, residual FSI, utilized FSI, floating FSI, increased or enhanced FSI or sale, lease, license, transfer, assignment and/or disposal thereof and the developer/owner sole right to enjoy and appropriate the revenue, income and benefits thereof;

- (d) The Allottee(s) agrees and acknowledges that the Promoter have the sole and absolute authority regarding any contract, arrangements, memorandums and/or writings, executed for the said Building Land or sale sub Plot Land or Entire Land including appointment of any agency, firm or Corporate body or person or any other organization or association to maintain and manage, control and regulate the said Building or other such Buildings in the Said Building Land or sale sub Plot Land or Entire Land and/or the Club house including power and authority to collect the said outgoings, charges and other amounts for such period from the date of the occupation certificate of the said building, as the promoter may determine for such purchase consideration and/or such terms and conditions as the promoter may deem fit;
- (e) The Allottee(s) agrees and acknowledges that the residual, floating, additional, increased, enhanced, balanced, fungible, inherent or utilized Floor Space Index (FSI) in respect of the said sale sub Plot Land or Entire Land shall always be available to and shall always be for the benefit of the developer/owner. In the event of any zonal/ additional FSI in respect of the said said sale sub Plot Land or Entire Land or any part thereof being increased as a result of any favourable relaxation of the relevant building regulations or increase in incentive FSI or otherwise, at any time, hereafter, the developer/owner alone shall be entitled to the Ownership and benefit of all such additional FSI for the purpose of the development and/or addition to the BUA (Built Up Area) on the said sale sub Plot Land or Entire Land as may be permissible. Under no circumstance, the allottee(s) or Common Organisation of the Allottee(s) shall alter/demolish/reconstruct or redevelop the sai Building and or the said building land or part thereof to use any incentive, residual, unutilized, floating, fungible increased or enhanced FSI available on the said Building Land/ Sale Sub plot Land. It is also agreed by the allotte(s) that even after common organization shall have been formed in respect of the said

building in which the said Apartment is located the developer/owner alone shall continue to retain full right and authority to develop the said sale sub Plot Land and/or Entire Land and to utilize such entire FSI and/or any incremental development potential.

- (f) The Allottee(s) agrees and acknowledges that with respect to the utilization on the unutilized/additional FSI, the Promoter shall at all times have the right to raise additional stories over and above the said Building and construct additional Floors/Apartments at anytime hereafter. The Allottee(s) shall as and when called upon by the Promoter to sign and execute any application, affidavit, undertaking, consent as may be required for the approval of additional construction beyond what is presently approved for the said Building and shall not raise any objection thereto on any account or any reason whatsoever. The Promoter shall always have the right to use the common passage, driveways, set-back, spaces and amenities of the said Building Land/Sale sub Plot Land for the said purpose and the allottee(s) shall not object or cause any obstruction thereon any ground whatsoever including nuisance and easement rights etc.
- (g) The allottee(s) acknowledges that the Promoter shall be entitled to construct additional building(s) or wing(s) of the buildings in the said sale sub Plot Land or Entire Land, for the Purpose of achieving completion of development as envisaged in Schedule----- of this agreement. The allottee(s) shall as and when called upon by the Promoter to sign and execute any application, affidavit, undertaking, consent as may be required for approval of the additional construction beyond what is presently approved for the said Building Land and/or the said sale sub Plot Land or Entire Land and shall not raise any objection thereto on any account or any reason whatsoever.
- (h) The allottee(s) acknowledges that the Promoter is/are providing equipment/systems/appliances as mentioned in

the list of the amenities. The allottee(s) is aware that the Promoter is/are not the manufacturer of these systems of equipment/systems/appliances. The Promoter does not warrant or guarantee the use, performance or otherwise of these equipments/systems/appliances. The parties hereto agree that the Promoter is not and shall not be responsible or liable in connection with any defect or the performance/nonperformance or otherwise of these systems/appliances.

- 23.** Allottee/s hereby expressly agreed that the responsibility of the Promoters shall be restricted to the extent of providing pipeline, overhead water tank, underground water tank and the water connections to the Building/s and/or Wing/s as per the norms set by the Municipal Corporation/ or the relevant authority. Thereafter, if there is any shortage in water supply for any reason whatsoever, the Promoters shall not be responsible for the same. Similarly, the Promoters shall get the necessary electric meter installed and obtain the electric connection in respect of the said Flat. However, if there is insufficient support of the electric power by the electric power company the Promoters shall not be held responsible for the same and complained of deficiency of the service.
- 24.** The Builder /Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 25.** At Present the Builder /Promoter is constructing as per the Development permission **Stilt + Ground + 17 upper floors**. The Builder /Promoter has reserved his rights to construct additional floors/ structure and the Allottee/s has/have no

objection for the same and Allottee shall not raise any objection for the same in future.

- 26.** It is hereby expressly agreed that, the Promoters shall be entitled to sell the Flat/commercial premises in the said building/s for the purpose of using the same as guest house, dispensaries, nursing homes, maternity homes or for commercial use, consulting rooms, banks, community halls or any non-residential use as may be permitted by the concerned authorities and/or any other use that may be permitted by the said authorities and the Allottee/s shall be entitled to use the said Flat/commercial premises agreed to be purchased by him/her/them accordingly and similarly, the other Allottee/s and/or Society shall not object to the use of the other premises in the said building for the aforesaid purposes by the respective Allottee/s thereof.

27. LIEN AND FIRST CHARGE OF PROMOTER

Without prejudice to its other rights hereunder, the Promoter shall, in respect of any amounts remaining unpaid by the Allottee(s) under the terms and conditions of this Agreement, have lien and first charge on the said Flat/Shop to the extent of such unpaid amount by the Allottee(s) to the Promoter.

- 28.** Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat/Shop or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Flat/Shop hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Builder /Promoter until the said structure of the building is handed to the Society.

29. MORTGAGE

- 29.1 The Allottee/s hereby grant/s his/her/their irrevocable consent to the Builder/Promoter mortgaging the said Property with the said Building and/or project land being constructed thereon, to enable the Promoter to augment the funds for the development of the project land. The Promoter shall clear the mortgage debt of the said Building and/or project land/ in all respects before handing the building to the Society.
- 29.2 After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Flat/Shop and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such said Flat/Shop.
- 29.3 Notwithstanding anything contrary contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in future by Promoter) and notwithstanding the Promoter giving any no objection/permission for mortgaging the said Flat/Shop or creating any charge or lien on the Flat/Shop and notwithstanding the mortgages/charges/lien of or on the said Flat/Shop, the Promoter shall have first and exclusive charge on the Flat/Shop and all the right, title and interest of the Allottee/s under this Agreement for recovery of any amount due and payable by the Allottee/s to Promoter under this Agreement.

30. HOARDINGS AND SIGN BOARDS

It is expressly agreed that the Builder/Promoter shall have an irrevocable right and be entitled to put a hoarding on **“IMPERIAL PARAMOUNT”** or any parts of including on the terrace and/or on the parapet wall and such hoardings may be illuminated or comprising of neon sign and for that purpose, the Promoter are fully authorized to allow temporary

or permanent construction or erection for installation either on the exterior of the Building or on **“IMPERIAL PARAMOUNT”** as the case may be and further the Promoter shall be entitled to use and allow third parties to use any part of the Building/ **“IMPERIAL PARAMOUNT”** for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipment etc. The Allottee/s agree(s) not to object or dispute the same so long as the same does not affect the Flat/Shop. It is further expressly agreed that after handing the structure vto the Society, the Builder/Promoter shall have an irrevocable right and be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof and the Allottee/s. Society shall not have any right or be entitled to any of the rents, profits and other compensation including any increase thereof or any part thereof. Life time all the rents, profits and other compensation with respect to the said hoardings including any increase thereof shall solely and absolutely belong to the Builder/Promoter. Further, it is agreed and confirms that the Promoter/builder shall pay life time electric charges, maintenance charges of hoarding or neon board of the Promoter/Builder which was installed by him and Allottee/s. The Society shall not have any right to remove the said hoarding or neon board which was installed by the Promoter/Builder.

- 31. TRANSFER:** The Allottee/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the Flat/Shop or dispose of or alienate otherwise howsoever, the said Flat/Shop and/or its rights, entitlements and obligations under this Agreement to any third party or otherwise, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by

the Allottee/s to the Promoter under this Agreement, are fully and finally paid together with applicable interest thereon, if any. In the event the Allottee/s is/are desirous of transferring the said Flat/Shop and/or his/her/their rights under this Agreement, then the Allottee/s shall be required to obtain prior written consent of the Promoter, which consent shall be given by the Promoter, subject to such terms and conditions as the Promoter may deem fit and proper.

32. MAINTENANCE CONTRACT:

The Promoter shall have the right to enter into contract with any third party/agency for the purpose of maintenance and upkeep of the said Building **“IMPERIAL PARAMOUNT”** such decision shall be final and binding until handing over structure in favour of the Society. Thereafter, the Society will undertake to maintain the said Building and every part thereof in the manner as it was handed over save and except normal wear and tear of the property and the Society shall create and maintain a sinking fund for the purpose of such maintenance.

33. PROJECT

- 33.1 The name of Building to be constructed on portion of project land along with Common Areas and Amenities of said building shall always be **“IMPERIAL PARAMOUNT”** or such other name as may be confirmed by the Promoter and this name shall not be changed without the written permission of the Promoter.
- 33.2 It is expressly agreed that the said Flat/Shop contains specifications, fixtures, fittings and amenities as per Act and the Allottee/s confirm/s that the Promoter shall not be liable to provide any other specifications, fixtures, fittings and amenities in the said Flat/Shop.
- 33.3 It is agreed that the Flat/Shop shall be of RCC with normal brick with cement plaster only.

34. USAGE:The Allottee/s shall use the Flat only for residential purpose and not for any commercial or other activity and Shop for commercial purpose and not for other activity. The Allottee/s shall use the attached Balcony and Usable Area for lawful purpose. The Allottee/s shall use the Parking Space/s, if allotted, only for the purpose of keeping or parking of the Allottee's own vehicle.

35. WAIVER

35.1 No forbearance, indulgence or relaxation or inaction by the Promoter at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

35.2 Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee/s by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Promoter.

36. RIGHTS IN THE PROJECT FLAT/SHOP AND COMMON AREA

36.1 It is expressly agreed that the right of the Allottee/s under this Agreement or otherwise shall always be restricted to the said Flat/Shop only, and such right will accrue to the Allottee/s only on the Allottee/s making payment of all the amounts including the Sale Consideration to the Promoter strictly in accordance with this Agreement and only on the

Allottee/s performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof.

- 36.2 All other unsold flats/Shop, vehicle parking, portion or portions of the said Building including Common Areas and Amenities of the said building shall always be the sole and absolute property of the Promoter till that time of the said Building is transferred to the Society. The Allottee/s hereby confirm/s and consent/s to the irrevocable, absolute and unfettered right of the Promoter to develop, redevelop, sub-develop and/or assign their rights, give on lease, sub-lease, and/or deal with and dispose-off all other unsold flats/shops and vehicle parks and portion or portions of the said Building, in the manner deemed fit by the Promoter without any consent or concurrence of the Allottee/s or any other person. The Allottee/s are aware that recreational facilities, which may be made available for the use and enjoyment of the Allottee/s shall also be available to the holders of various flat/shops in the said Building,

- 37.** Voluntary Cancellation By ALLOTTEE/S In the event, the Allottee/s desire/s to cancel the allotment of said Flat/shop for any reason whatsoever, then Promoter shall be entitled to forfeit the amounts equivalent to 10% (ten per cent) of the Sale Consideration and the Allottee/s shall not be entitled to such amount paid by him/her/them/it to the Promoter. The Allottee (s) shall also have to bear and pay to the Promoter, at the time of cancellation, the brokerage charges (if the said Flat/Shop is purchased through the broker) which brokerage shall have been already paid by the Promoter to the broker for sale of the said Flat/Shop to the Allottee/s. The Promoter shall not be liable to refund Service Tax, VAT, GST and all other taxes paid or payable on this Agreement and/or on the Sale Consideration and/or interest and/or otherwise. It is agreed by and between the parties that all the amounts due and payable by the Allottee/s, as specified hereinabove, shall

be deducted from the amount received by the Promoter from the Allottee (s) till the time of such cancellation. The Promoter shall return the balance amount from the Sale Consideration (if any) to the Allottee(s) within 30 (thirty) days from the date of such cancellation.

38. VEHICLE PARKING SPACE/S, BALCONY AND USABLE AREA

- 38.1 The Allottee/s is/are aware that the said Parking Space/s, Balcony and Usable Area are provided by the Promoter to the Allottee/s without consideration. However, the Allottee/s will be bound to abide by the rules and regulations as may be framed in regard to the Parking Space/s by the Promoter and/or the Society to be formed by all the Allottees of flats/shops in the respective building/wings that shall be constructed on the project land and the Adjoining Projects and shall pay such outgoings in respect of the Parking Space/s, Balcony and Usable Area as may be levied by such Society/Apex Body to be formed by them.
- 38.2 The Allottee/s shall be entitled to exclusively use, occupy and enjoy the said Parking Space/s, Balcony and Usable Area in any manner permissible under the rules and regulations of the concerned local authority and as may be framed by the Society/Apex Body. It is clarified that any balcony attached to a flat in said building will be for the exclusive use of such occupant/owner of the Flat.
- 38.3 The Allottee/s herein agree/s and confirm/s that Vehicle Parking Space/s shall be used for parking of the vehicles only and Balcony as well as Usable Area shall be used for lawful purpose and for no other purpose and that no alteration and/or modification and /or construction of any nature shall be carried out in the Vehicle Parking Space/s, Balcony and in the Usable Area.
- 38.4 The Allottee/s herein agrees and confirms that he/she/they shall not raise any objection to the designations/selections of

vehicle parking spaces done/to be done by the Promoter for other Allottee/s and accepts the designation of the Vehicle Parking Space/s allotted to the Allottee/s herein.

- 39.** The Allottee/s is/are aware that the time to make the payment of Installments and all other taxes as mentioned in above is the essence of contract and in event of delay on part of the Allottee/s to make the payment of any of the Installment and/or any other tax, then without prejudice to right of the Promoter to cancel and terminate this Agreement, the Allottee/s shall be liable to pay interest at the Interest Rate to the Promoter on all delayed payments from the due date till the date of realization thereof.
- 40.** Further, the Allottee or the Financial Institution making payment of Purchase Price is responsible to deduct 1% (being the present prevailing rate) of the amount paid towards Purchase Price as Tax Deducted at Source (TDS) under section 194-IA of the Income Tax Act, 1961 and deposit the same to the credit of Central Government and shall issue TDS Certificate(s) in our favour in the prescribed Form 16B for the same within the statutory period. In the event of any error committed while deducting TDS or in E-filing, the same shall be rectified by the Allottee/financial institution within a period of 30 (thirty) days from the said error being brought to the Allottee /financial institution's notice. The Credit for the TDS amount deposited by the Allottee/financial institution will be given to the Allottee only upon receipt of the Original TDS Certificate and the amount mentioned therein matches with the amount appearing in the Income Tax Department website. In the event of Allottee(s) failing to produce the Original TDS Certificates for all the payments made by the Allottee/s, at the time of handing over of the said Premises, the Allottee/s will be required to deposit with the Promoter such equivalent TDS amount as interest free deposit, which deposit shall be refunded by Promoter to the Allottee/s upon

handing over of the relevant TDS Certificate within one month of the handover of the said Premises to the Allottee/s. In case the Allottee/s fails to handover the relevant TDS Certificate within the stipulated period of one month, the Promoter shall be entitled to appropriate the said deposit against the amount of TDS Certificate receivable from the Allottee/s.

41. Possession Date, Delays and Termination: - The Promoter shall offer possession of the said Premises to the Allottee/s on or before 30.11.2025 subject to a grace period of 12 (twelve) months ("Possession Date"). Provided however, that the Promoter shall be entitled to an extension of time for giving delivery of the said Premises on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors /events (force majeure events):-

- (a) War, Civil Commotion, Flood, Drought, Fire, Cyclone, Earth Quake, Act of God or any calamity by nature affecting the regular development of the Real Estate Project;
- (b) Non-availability of steel, other building material, water or electric supply;
- (c) Delay in getting approvals not attributable to the Promoters;
- (d) Any notice, order, rule, notification of the Government and/or other Public or Competent Authority / Court;
- (e) Any stay order / injunction order issued by any Court of Law, Tribunal, Competent Authority, MCGM, Statutory Authority, High Power Committee etc.;
- (f) Any other circumstances beyond the control of the Promoter that may be deemed reasonable by the Authority;
- (g) Any delay in grant of any permissions/ approvals by any of the authorities, any orders passed by courts affecting the development of Project.

42. If the Promoter fails to abide by the time schedule for completing the said Real Estate Project and for handing over the said Premises to the Allottee/s on the Possession Date (save and except for the reasons as stated in Clause 35 above, then the Allottee/s shall be entitled to either:-

- (a) The Allottee/s shall be entitled to terminate this Agreement by giving written notice to the Promoter by courier / e-mail / registered post A.D. at the address provided by the Promoter ("Allottee Termination Notice"). On the receipt of the Allottee Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 (thirty) days from the date of receipt of the Allottee Termination Notice by the Promoter, the Promoter shall refund to the Allottee/s the amounts already received by the Promoter under this Agreement with interest @ 12% p.a. thereon ("Interest Rate") to be computed from the date the Promoter receive such amount/part thereof till the date such amounts with the interest are duly repaid provided a valid Deed of Cancellation of the said Premises is duly executed and registered by parties hereto to give effect to the above termination before making any refund. On such repayment of the amounts by the Promoter (as stated in this Clause), the Allottee/s shall have no claim of any nature whatsoever against the Promoter and/or the said Premises and/or the car park/s and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement and the Promoter shall be entitled to deal with and/or dispose of the said Premises and/or the car park/s in the manner it deems fit and proper; OR
- (b) If the Allottee/s does not intend to withdraw from the Real Estate Project, then the Promoter shall pay interest at the Interest Rate mentioned hereinabove, for every month of delay from the Possession Date, on the Sale Consideration paid by the Allottee/s. The interest shall be paid by the Promoter to the Allottee/s till the date of offering to hand over

the possession of the said Premises by the Promoter to the Allottee/s;

- (c) The Purchaser(s)/Allottee(s) hereby acknowledges and agrees that he/she/they shall, within a period of 15 days from the date of such failure, choose either of the aforesaid remedies and not both. If the Purchaser(s)/Allottee(s) fails to choose either of the aforesaid remedies within the said period, it shall be deemed that he/she/they has/have accepted clause (b) hereinabove and shall accordingly be entitled to interest only. It is further agreed between the parties hereto that in case the Allottee/s elects his remedy under Sub-Clause 36(b) above then in such a case the Allottee/s shall not subsequently be entitled to the remedy under Sub- Clause 36(a) above.

- 43.** Notwithstanding anything to the contrary in this Agreement the Promoter shall always be entitled, in its discretion to complete any part/portion or floor of the Project and apply for and obtain occupation/part occupation certificate/s thereof, whereby, on the Date of Offer of Possession, the Allottee/s shall be obliged and undertake/s to take possession of the Apartment/flat for occupation on the basis of such occupation/part occupation certificate which 45 relates to the said Flat. Thereafter, the Promoter shall, without any hindrance or objection by the Allottee/s, be entitled to carry out by itself or through its contractors or otherwise all remaining development and work in respect of the Project land and/or on the Larger Land.

- 44. BINDING EFFECT:** Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Builder /Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the

same before the concerned Sub- Registrar as and when intimated by the Builder /Promoter. If the Allottee(s) fails to execute and deliver to the Builder /Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Builder /Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

45. ENTIRE AGREEMENT: This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat/Shop, as the case may be.

46. RIGHT TO AMEND: This Agreement may only be amended through written consent of the Parties.

47. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES:

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

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

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

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

50. 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.

51. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Builder /Promoter through its authorized signatory at the Builder /Promoter's Office, or at some other place, which may be mutually agreed between the Builder /Promoter and the Allottee, in after the Agreement is duly

executed by the Allottee and the Builder /Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Vasai.

52. The Allottee and/or Builder /Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Builder /Promoter will attend such office and admit execution thereof.

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

Name of Allottee**MR.** _____
(Allottee's Address) _____

Notified Email ID: _____

Name of Builder/Promoter

M/S. IMPERIAL LIFESTYLE PVT. LTD.,

Having its registered office address at: - Shop No. C/111,
Shivshruti Complex, Near Dubey Medical College,
Nallasopara (East), Tal. Vasai, Dist. Palghar 401209,

Notified Email ID: sales@shreeganeshbuilders.com

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

- 54. JOINT ALLOTTEES:** That in case there are Joint Allottees all communications shall be sent by the Builder /Promoter to the Allottee whose name appears first and at the address given by him/her/their which shall for all intents and purposes to consider as properly served on all the Allottees.
- 55. Stamp Duty and Registration:** The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.
- 56. DISPUTE RESOLUTION: -In the event that** any dispute between parties is not resolved, even after mediation before MCHI/MAHA-RERA, the same shall be settled through arbitration by a sole arbitrator. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in South Mumbai, by the Sole Arbitrator, Solicitor Mr. Jagdeep Pramodbhai Trivedi, Mumbai, or any other Arbitrator suggested by Developer whose name has/have been agreed by the parties hereto to be the Sole Arbitrator. The Allottee(s) hereby consents and confirm(s) that he/she/it shall have no objection to such appointment. The arbitration shall be conducted in English. The Courts at Mumbai alone shall have the jurisdiction in all matters arising out of/touching and/or concerning this Agreement regardless of the place of execution of this Agreement.
- 57. GOVERNING LAW:** That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Vasai courts will have the jurisdiction for this Agreement.
- 58. LEGAL ADVICE:** The Allottee/s hereby declares that he/she/they has/have gone through this Agreement and all the documents related to the said Building and has / have

expressly understood the contents, terms and conditions of the same and the Allottee/s after being fully satisfied has / have entered into this Agreement and further agrees not to raise any objection in regard to the same.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

[Description of the said land]

All that piece and parcel of freehold non-agriculture Non-Agricultural layout Plot No.1 admeasuring 635.00 sq. meters, Plot No.2 admeasuring 720.00 sq. meters, Plot No.3admeasuring 631.00 sq. meters & Plot No.22 admeasuring 744 sq. meters, total area admeasuring 2,730.00 sq. meters of the land bearing survey No.34/1/34/4, lying, being and situate at Village Sopara within the local limits of Vasai Virar Municipal Corporation, Taluka : Vasai, District : Palghar in the Registration District Palghar Registration, Sub District Vasai, within the limits of the office of Sub – Registrar’s of Assurance Vasai 1, 2, 3, 4, 5, 6.

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT self-contained Flat/Shop/Unit No. _____ on the _____ floor, area admeasuring _____ sq. mtrs. (carpet) in the Building known as **“IMPERIAL PARAMOUNT”** constructed on non-agriculture Non-Agricultural layout Plot No.1 admeasuring 635.00 sq. meters, Plot No.2 admeasuring 720.00 sq. meters, Plot No.3admeasuring 631.00 sq. meters & Plot No.22 admeasuring 744 sq. meters, total area admeasuring 2,730.00 sq. meters of the land bearing survey No.34/1/34/4, lying, being and situate at Village Sopara within the local limits of Vasai Virar Municipal Corporation, Taluka : Vasai, District : Palghar in the Registration District Palghar Registration, Sub District Vasai, within the limits of

the office of Sub – Registrar’s of Assurance Vasai 1, 2, 3, 4, 5, 6.

IN WITNESS WHEREOF PARTIES HEREINABOVE NAMED HAVE SET THEIR RESPECTIVE HANDS AND SIGNED THIS AGREEMENT FOR SALE AT VASAI IN THE PRESENCE OF ATTESTING WITNESSES, SIGNING AS SUCH ON THE DAY FIRST ABOVE WRITTEN.

SIGNED SEALED AND]

DELIVERED by the within named]

“THE DEVELOPER/PROMOTER”]

M/S. SHIVGANGA CONSTRUCTION]

AND REDEVELOPERS]

Through its partner]

MR. _____]

IN PRESENCE OF ...

1.

2.

SIGNED SEALED AND]

DELIVERED by the within named]

“THE PURCHASER/S”]

_____]

_____]

_____]

IN PRESENCE OF ...

1.

2.

R E C E I P T

RECEIVED of and from the above named Purchaser/s a sum
of Rs. _____ (Rupees

Only), being the earnest amount /token amount /part
payment, payable at the time of execution of the Agreement as
under:

Date	Chq No.	<u>Bank & Br.</u>	Amount (Rs.)
TOTAL			

WE SAY RECEIVED.

**FOR M/S. SHIVGANGA CONSTRUCTION AND
REDEVELOPERS**

PARTNERS.

WITNESS:

1.

2.

ANNEXURE -A - 7/12 Extract of non-agriculture layout Plot No.1 admeasuring 635.00 sq. meters, Plot No.2 admeasuring 720.00 sq. meters, Plot No.3admeasuring 631.00 sq. meters & Plot No.22 admeasuring 744 sq. meters, total area admeasuring 2,730.00 sq. meters of the land bearing survey No.34/1/34/4, lying, being and situate at Village Sopara, Nallasopara (West), Taluka – Vasai, District – Palghar within the Registration of Sub-Registrar of Vasai, Dist. – Palghar.

ANNEXURE - B - N.A. Order N.A. order no. REV/DESK/I/NAP/VII/SR/240 – dated 01.04.1985 by Collector, Thane.

ANNEXURE - C - Commencement Certificate order No. VVCMC/TP/CC/VP-6461/460/2021-22 (“CC”) dated 31/12/2021 and Commencement Certificate order No. VVCMC/TP/RDP/VP-6461/381/2022-23 (“CC”) dated 17.10.2022

ANNEXURE - D - Title certificate issued by Adv. Anish Kalvert, dated 03.01.2022.

ANNEXURE - D1 - Registration certificate bearing No. P99000046574 on 19.08.2022 issued by Real Estate Regulatory Authority.

ANNEXURE - E – Form No. VI / XII relating to the Non-Agricultural layout Plot No.1 admeasuring 635.00 sq. meters, Plot No.2 admeasuring 720.00 sq. meters, Plot No.3admeasuring 631.00 sq. meters & Plot No.22 admeasuring 744 sq. meters, total area admeasuring 2,730.00 sq. meters of the land bearing survey No.34/1/34/4, lying, being and situate at Village Sopara, Nallasopara (West), Taluka – Vasai, District – Palghar within the Registration of Sub-Registrar of Vasai, Dist. – Palghar.

ANNEXURE - F – The authenticated copies of the plans of the Layout as approved by the concerned Local Authority.

ANNEXURE - G – The authenticated copies of the plans of the Layout as proposed by the Promoter/DEVELOPER and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project.

ANNEXURE - H - Authenticated copies of the plans and specifications of the said flat agreed to be purchased by the Purchaser/s as approved by the concerned local authority.

