

Ward No.
Village. MANKIVLI
Area Of Flat _____Sq. Mtrs. Carpet
Govt., Rate @ Rs Per. Sq. Mtrs
Actual Value Rs Rs _____/-
Market Value Rs _____/-
Stamp Duty Rs _____/-

AGREEMENT FOR SALE

THIS ARTICLE OF AGREEMENT made, entered, and executed on this_____ day of_____2017 at Badlapur, Taluka Ambernath, Dist- Thane

By and Between

MESSERS PANVELKAR INFRASTRUCTURES PRIVATE LIMITED , a company registered under the provisions of the Indian Companies Act of 2013, and doing its business as Builders, Developers and having its office address at 1st Floor, Nandi Commercial Complex, Shivdham Ambernath (E) through it's Authorised Director/ Representative, **Shri.** _____ herein after called and referred to as 'THE DEVELOPERS / PROMOTER' (which expression shall unless repugnant to the context or meaning thereof means and includes the directors and all its members, executors, administrators and assigns) OF THE FIRST PART .

AND

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, Occupation _____, residing at _____,(PAN _____), hereinafter called the "**Allottee**"/**Purchaser** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

The Promoter/Developer and Allottee / Purchaser shall hereinafter collectively be referred to as the "**Parties**" and individually as "**Party**".

WHEREAS:-

The developers i.e M/s Panvelkar Infrastructures Private Limited , owns and /or otherwise is well and sufficiently entitled to all that piece and parcel of land bearing Gut No. 42 Hissa No.1 admeasuring 0 Hectare 76 Are 2 Prati and potkharaba 0 Hectare 02 Are 8 Prati thus totally admeasuring 0 Hectare 79 Are 0 Prati, lying and situated in the revenue village Mankivali, Taluka Ambernath, District Thane within the limits of the Registration District Thane, Sub Registration District Ambernath and also within the limits of Kulgaon Badlapur Municipal Council and more particularly described in the scheduled herein under written and the said plot herein after for the sake of brevity called and referred to as '**the project land** '). The said Properties are more particularly described in the **Schedule- I** hereunder written.

AND WHEREAS M/s Panvelkar Infrastructures Private Limited has purchased the project land from 1) Shri. Ashwin Mohanlal Thakkar 2) Shri. Ashok Chhaganlal Thakkar 3)

Shri. Keshavji Khetshi Harania by and under Deed Of conveyance duly executed on 01.01.2016 and registered at the office of the Sub Registrar Of Assurance at Ulhasnagar-2 at Serial No 19/2016 dated 01.01.2016 in respect of the above-mentioned land for the consideration and upon the terms and conditions mentioned therein, herein after called as THE SAID AGREEMENT .

AND WHEREAS as per the above recited deed, agreement M/s Panvelkar Infrastructures Private Limited i.e the developers / builders herein have been put in possession of the project land as on date of the execution of the said Deed Of Conveyance.

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

AND WHEREAS in pursuance of the above said Deed of Conveyance , M/s Panvelkar Infrastructures Private Limited, through its Directors decided to develop the above said property more particularly described in the schedule herein under written and to construct thereon a building in accordance with the requisite permissions and conditions from the local authority at their own cost and expenses and to dispose of the residential flats / units in the building to be constructed on ownership basis and to enter into agreements with the purchaser and to receive the sale price in respect thereof.

AND WHEREAS the said land is being converted to non- agriculture use by the order of the Collector Thane Vide its office order No MAHASUL /K-1/T-14/VINISHCHITI /SR-04/2015 dated 10-09-2015.

AND WHEREAS in pursuance to the rights and authorities conferred upon the Promoter/ Developers herein above mentioned by and under the virtue of the above referred agreements and deed and with the intention to carry out the scheme of construction known as **Panvelkar Estate Stanford – Phase II** (hereinafter referred as “**Said Project**” and described in **Schedule-II** and shown in Annexure below), got and obtain the necessary building plans and works commencement certificate approved from the Kulgaon Badlapur Municipal Council vide their permission No K-B-N-P / NRV /B .P /6207/ 15-16 Unique No. 106 DATED 07-10-2015.

And Whereas M/s Panvelkar Infrastructures Private Limited has purchased Transferrable Development rights from Shri Ashwin Mohanlal Thakkar, Shri Ashok Chhaganlal Thakkar and Shri Keshavji Khetshi Harania by executing agreement for TDR by agreement registration no. 1260/15 dated 09/02/15.

And Whereas M/s Panvelkar Infrastructures Private Limited has purchased Transferrable Development rights from Shri Bhushan Bhanudas Karale by executing agreement for TDR by agreement registration no. 8901/17 dated 17/07/17.

And Whereas M/s Panvelkar Infrastructures Private Limited has purchased Transferrable Development rights from Shri Avinash Dattatray Patkar by executing agreement for TDR by agreement registration no. 10910/17 dated 18/08/17.

AND WHEREAS in pursuance to the rights and authorities conferred upon the Promoter/ Developers herein above mentioned by and under the virtue of the above referred agreements and deed and with the intention to carry out the scheme of construction known as **Panvelkar Estate Stanford – Phase II** hereinafter referred as “**Said Project**” and described in **Schedule-II** and shown in Annexure below), got and Revised the necessary building plans and works commencement certificate approved from the Kulgaon Badlapur Municipal Council vide their permission No K-B-N-P / NRV /B .P /4839 / 18-19 Unique No. 51 DATED 07/07/2018.

AND WHEREAS in pursuance to the sanctioned plans and permission and subject to the terms, conditions, stipulations and compliances laid down by the said local authority which are to be performed by the Promoter/ Developers, the builders herein have become entitled to commence work of construction of the said project / buildings as shown on the plan annexed hereto.

AND WHEREAS the Promoter has completed all the legal formalities with respect to the right, title and interest in respect of the project land on which the said project is to be constructed. The Promoter herein alone has sole and exclusive right to sell the Apartments/Construction Units in the said project to be constructed by the Promoter on the project land and is fully competent to enter into agreement/s, Deeds, with the Allottee/s / Purchasers, of the Apartments and to receive the sale price in respect thereof.

AND WHEREAS the Promoter herein has appointed 1) Sameer Durve, Architects (For planning and designing R1 & R2, R3 and R4 wings) 2) Pramod Patil, Liasoning Engineer and 3) Shri Atul Kudtarkar, Structural Consultant and they have accepted the professional supervision of Architects and the Structural Engineers till the completion of the buildings but the Promoter herein have reserved the right to change such Architects and Structural Engineers before the completion of the buildings if promoters so decide.

AND WHEREAS the Promoter has proposed to construct on the project having **1** Building, Comprises Total **105** Units, in the said Project, and particularly on the project land.

AND WHEREAS the Promoter has decided to form an Association of Apartments / Co-operative Housing society of all Premises purchasers of the buildings/project.

AND WHEREAS the Allottee has offered to purchase an Apartment/Residential Flat bearing Residential Premises number _____ on the Stilt Upper _____ floor, (herein after referred to as the said "Apartment") in the _____ wing of the Building called **Panvelkar Estate- Stanford- Phase II** herein after referred to as the said "Building") being constructed in the first phase of the said project, by the Promoter.

AND WHEREAS The Allottee/s herein has demanded from the Promoter and the Promoter has given inspection to the Allottee/s, of all the documents of title relating to the said project described in the Schedule-II hereunder written and also the plans, designs and specifications of the said building prepared by the Architect 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 rules and regulations made by State of Maharashtra there under. After the Allottee/s enquiry, the Promoter herein has requested to the Allottee/s to carry out independent search by appointing his/her/their own attorney/advocate and to ask any queries, he/she/they have regarding the marketable title and rights and authorities of the Promoter. The Allottee/s has/have satisfied himself/herself/themselves in respect of marketable title and rights and authorities of the Promoter herein. That the allottee has given his specific confirmation herein that the responsibility of title of the said land be on the Developer up and until the conveyance of the said building/phase/ wing and the said land thereunder.

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are to be constructed have been annexed hereto and marked as **Annexure 'A' and 'B'**, respectively.

AND WHEREAS, the plan of the construction of the buildings and open spaces are proposed to be provided for on the said phase is sanctioned by Kulgaon Badlapur Municipality Council, vide its order No. K-B-N-P / NRV /B .P /4839 / 18-19 Unique No. 51 DATED 07/07/2018, the authenticated copies of the plans of the Layout of the said project as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure C1**.

AND WHEREAS the copy of the proposed layout plan and the proposed building/phase/wing plan showing future proposed development as disclosed by the developer in his registration before the RERA authority and further disclosures on the website as mandated by the developer have been annexed hereto and marked as **Annexure C2**

AND WHEREAS the clear block plan showing the project (phase/ wing) which is intended to be constructed and to be sold and the said unit which is intended to be bought by the allottee is in this said project (phase/wing) which is clearly demarcated and marked and which is for the purposes of this agreement the project in which the unit stated that the allottee intends to purchase and the allottee shall have the right to claim the same for is marked as **Annexure C3**.

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the Revenue Authority, for Non Agriculture Permission, vide order No. MAHASUL /K-1/T-14/VINISHCHITI /SR-04/2015 dated 10-09-2015 have been annexed and marked as **Annexure D**

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

AND WHEREAS the Promoter has in compliance with rules, regulations and restrictions of the concerned local authority which are to be observed and performed by the Promoter while constructing/developing the said project has accordingly commenced construction/development of the same.

AND WHEREAS the allottee/Purchaser has agreed to purchase the said **Residential Flat Unit** based on going through all the conditions stated in the sanctioned plans by respective competent authorities and have further confirmed that all such conditions shall be bound and abided by the allottee strictly.

AND WHEREAS the allottee/Purchaser/s on confirmation of accepting all the conditions of sanctioned plans by competent authority, has further stated that if any conditions that have been imposed on the said project/ building/ phase/ wing which are contrary to the prevalent laws/ rules/ regulations under which sanctioned plans have been given shall not be binding on the allottee and that the allottee shall not hold the developer responsible for the such contrary conditions.

AND WHEREAS the allottee/Purchaser/s has independently made himself/themselves aware about the specifications provided by the promoter and he is aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings of the same and have been annexed and marked as **Annexure G**

AND WHEREAS the allottee / Purchaser has been shown the conditions of contracts with the vendors/ contractors/ manufacturers And workmanship and quality stands of products/fittings and fixtures as agreed between promoter and the vendors and on independently verifying the same the allottee has now agreed to the same as conditions mentioned in these contracts and that the allottee agrees to abide by the same failure of which shall absolve the promoter to that extent.

AND WHEREAS, the Promoter/Developer has registered the said project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the **Real Estate Regulatory Authority at On.....under registration no..... have been annexed and marked as Annexure F**

AND WHEREAS the Allottee / Purchaser has been allotted for apartment in the said project vide allotment no. _____ dated _____ for **Residential Flat** /apartment no. _____ having carpet area of ----- square metres i.e _____ square feet, in Project **Panvelkar Estate Stanford - Phase II ,Wing,----- (“Building”)** being constructed in the said project along with the common areas (“**Common Areas**”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as **the said Apartment**” and limited common areas and facilities both of which are more particularly described in **Schedule VI** and the floor plan of the apartment is annexed hereto and marked as **Annexure E**);

AND WHEREAS relying upon the aforesaid application, the Promoter has agreed to allot and sell to the Allottee/Purchaser/s, the said apartment at the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.

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

AND WHEREAS, the Purchaser/s Allottee/s prior to execution of these presents has paid to the Promoter a sum of Rs_____ (Rupees_____) only, being part payment of the sale price of the **Residential Flat / Apartment** agreed to be sold by the Promoter to the Allottee/s as advance payment or deposit (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Purchaser/s / Allottee/s has agreed to pay the remaining price of the Apartment as prescribed in the payment plan as may be demanded by the Promoter within the time and the manner specified therein.

AND WHEREAS the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein; The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said project.

AND WHEREAS Subject to otherwise agreed, reserved and provided herein, the Promoter has agreed to sell and the Allottee/s hereby agrees to purchase the **Residential Flat/ Apartment** .

AND WHEREAS the Promoter in compliance of section 13(1) of the Real Estate (Regulation and Development) Act, 2016 is required to execute a written Agreement for sale of the said Apartment in favour of the Purchaser /Allottee/s, being in fact these presents and also to register said Agreement for sale under the Registration Act, 1908, the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this presents.

Notwithstanding anything stated in any other document/ allotment/ letter given or communicated with the allottee any time prior, this agreement shall be considered as the only document and its condition shall be read as the only conditions valid and basis for which the said unit is agreed to be sold to the allottee.

AND WHEREAS This agreement shall remain in force and shall not merge into any other agreement save and except the conveyance deed as stated herein below.

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

And that the allottee has not given any third party any rights to enforce this said agreement unless the said unit is transferred to the them.

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

1. CONSTRUCTION OF THE PROJECT/ APARTMENT:-

The Promoter shall construct the said building/s consisting of ground/ stilt and 11th upper 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 Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations and modifications which may adversely affect the Apartment of the Allottee/s except any alterations or additions or modifications in the sanctioned plans, layout plans and specifications of the buildings or common areas of the said phase which are required to be made by promoter in compliance of any direction or order, etc. issued by, the competent authority or statutory authority, under any law of the State or Central Government, for the time being in force. Promoter may also make such minor additions and alterations as may be required by the Allottee.

2. CONSIDERATION/PRICE OF THE SAID APARTMENT:-

2.1 The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Residential Flat /Apartment No. of the type of carpet area admeasuring sq. metres on floor in the Project **Panvelkar Estate –Stanford- Phase II** , wing ____ (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures ___D___ and ___E___ for the consideration of Rs. including Rs.-----/- being the proportionate price of the common areas and facilities

appurtenant to the premises, the nature, extent and description of the limited common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

The total aggregate consideration amount for the Said Residential Flat apartment is thus Rs._____/-

2.2 The Purchaser /Allottee/s agrees and understands that timely payment towards purchase of the said **Residential Flat** / Apartment as per payment plan/schedule hereto is the essence of the Agreement. The Purchaser / Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs(Rupees) and payable service tax + vat tax or GST as the case may be and other Governments Taxes, the Promoter accepted and/or agreed to accept the said amount from the Purchaser as under: in the following manner :-

- i) Rs.10% to be paid as advance payment or application fee
- ii) Rs.35% to be paid on completion of the Plinth of the wing in which the said Premises is situated.
- iii) Rs.33% to be paid on completion of slabs i.e 2.75 % for each slab of the wing in which the said Premises is situated.
- iv) Rs.05% to be paid on completion of the walls, internal plaster , floorings doors and windows of the said premises.
- v) Rs.05% to be paid on completion of the Sanitary fittings , staircases , liftwells, lobbies up to the floor level of the said premises.
- vi) Rs.05% to be paid on completion of the external plumbing and external plaster, elevation , terraces with waterproofing , of the building or wing in which the said premises is situated.
- vii) Rs.05% to be paid on completion of the lifts , water pumps , electrical fittings , entrance lobby/s , paving of areas appurtenant
- viii) Rs.02% be paid at the time of handing over of the possession of the said Premises or on receipt of occupancy certificate or completion certificate.

The Purchaser agrees that the Promoter may merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment. The consideration of the said Residential Premises is also arrived on the assurance of the Purchaser to abide by the above payment schedule only and it will not be altered by the Purchaser. The Purchaser shall make all the payments to the Promoter by Demand Draft / Pay Order/ RTGS/ NEFT only or by local cheques. If the Purchaser makes the payment by outstation cheques then the date of payment shall be treated as and when the same is credited to the account of the Promoter and to the extent the said amount is credited by deducting the commission of the Bank. Payment of any installments if made in advance shall be adjusted to the installments as mentioned herein above. No interest shall be paid by the Promoter for such advance payments made by the Purchaser or Housing Finance Companies/Banks, etc.

The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, Cess, GST or any other similar

taxes which may be levied, in connection with the construction of and carrying out the said Project payable by the Promoter up to the date of handing over the possession of the Apartment.

2.3 The above referred Total Price is escalation-free, save and except increases which the Purchaser / Allottee hereby agrees to pay, 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 from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

2.4 The Promoter herein on due date/or on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing or by digital E-mail to the Purchaser / Allottee and the Purchaser / Allottee shall make payment of such due amount to the Promoter within seven days from date of receiving such intimation. The Purchaser / Allottee herein specifically agrees that he/she/they shall pay the aforesaid amount along with the service tax, VAT, GST and such other taxes, cesses, charges etc. without any delay along with each installment.

2.5 Payment of any installments if made in advance by the purchaser /allottee shall be adjusted to the next installments as mentioned above. No interest shall be paid by the Promoter for such advance payments made by the Allottee or by housing finance companies/bank etc on behalf of Allottee.

3. MODE OF PAYMENT:-

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through Account Payee cheque/demand draft or online payment as referred above in favour of 'Panvelkar Infrastructures Private Limited' payable at _____.

4. ADJUSTMENT / APPROPRIATION OF PAYMENTS :-

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

5. INTEREST ON UNPAID DUE AMOUNT:-

Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due dates, the Purchaser / Allottee/s shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % per annum, with monthly rests, on all the amounts which become due and payable by the Purchaser/ Allottee/s to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed

as condonation of delay by the Promoter. The amount of interest may be informed to the Purchaser / allottee/s from time to time or on completion of the said project/apartment, and the allottee/s has/have agreed to pay the same as and when demanded before the possession of the said apartment.

6. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL/PLANNING AUTHORITY:-

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority, state and or Central Government including Environment Department at the time of sanctioning the plans or any time thereafter or at the time of granting Completion Certificate or anytime thereafter. The Promoter shall before handing over possession of the said **Residential Flat / apartment** to the Purchaser Allottee/s herein, obtain from the concerned planning/local authority/development controlling authority occupation and/or completion certificate in respect of the said apartment. Notwithstanding anything to the contrary contained herein, the Allottee shall not be entitled to claim possession of the said apartment until the completion certificate is received from the local authority and the allottee has paid all dues payable under this agreement in respect of the said apartment to the Promoter and has paid the necessary maintenance amount/deposit, service tax, vat, GST and other taxes payable under this agreement of the said apartment to the Promoter.

Howsoever for the purpose of defect liability on towards the developer, the date shall be calculated from the date of handing over possession to the Purchaser /allottee for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said unit/ building/phase/wing as stated in the said agreement. That further it has been agreed by the allottee that any damage or change done within the unit sold or in the building/ phase/ wing done by him/ them or by any third person on and behalf of the allottee then the allottee expressly absolves the developer from the same liability and specifically consents that on such act done, he/they shall waive his right to enforce the defect liability on and towards the developer.

7. DISCLOSURE AS TO FLOOR SPACE INDEX:-

The Promoter has disclosed the Floor Space Index of 13069.78 as proposed builtup area . Out of which 9619.38 Sq.mtrs of built up area has been consumed vide previously Sanctioned KBMC no. K-B-N-P / NRV /B .P /6207/ 15-16 Unique No. 106, DATED 07-10-2015 for building no R 2, R 3, R 4. The proposed builtup area for the Revised sanction building R 1 is 3443.03 Sq.Mtrs vide KBMC sanctioned letter no. K-B-N-P / NRV /B .P /4839 / 18-19 Unique No. 51 DATED 07/07/2018 in the said Project and Allottee has agreed to purchase the said Residential Flat / Apartment / shop based on the proposed construction and sale of apartments to be carried out by the Promoter by utilising the proposed FSI.

8. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE:-

The Promoter has made full and true disclosure of the title of the said land as well as encumbrances, if any, known to the Promoter in the title report of the advocate.

The Promoter has also disclosed to the Purchaser / Allottee/s nature of its right, title and interest or right to construct building/s, and also given inspection of all documents to the Purchaser / Allottee/s. as required by the law. The Allottee/s having acquainted himself/herself/ themselves with all facts and right of the Promoter and after satisfaction of the same has entered into this Agreement.

9. SPECIFICATIONS AND AMENITIES:-

The specifications and amenities of the apartment to be provided by the Promoter in the said project and the said apartment are those that are set out in **Schedule IV** hereto. Common amenities for the project on the said land are stated in the **Schedule V** annexed hereto. In the project multi storied high rise buildings/wings are under construction and considering to maintain the stability of the buildings/wings and internal structures, herein specifically informed by its consultant not to allow any internal changes. As per our policy there shall be no customisation permitted inside the said apartment. Changes such as civil, electrical, plumbing etc. shall not be allowed during construction and till delivery of possession.

10. POSSESSION OF THE APARTMENT:-

10.1 Schedule for possession of the said Apartment:-

The Promoter agrees and understands that timely delivery of possession of the said Residential Flat / Apartment is the essence of the Agreement. Subject to receipt of full consideration/total price and dues of the Promoter and taxes thereon are paid by the Purchaser Allottee/s in respect of the said **Residential Flat/** apartment, in terms of these presents, The Promoter, based on the approved plans and specifications, assures to hand over possession of the said Apartment on **25.11.2021.**

Provided that the Promoter shall be entitled to reasonable extension of time as agreed by and between the allottee and the promoter for giving possession of the **Residential Flat / Apartment** on the aforesaid date, and the same shall not include the period of extension given by the Authority for registration. Further, if the completion of building in which the Apartment is to be situated is delayed on account of –

- (i) war, civil commotion, flood, drought, fire, cyclone, earthquake , act of god or any calamity by nature affecting the regular development of the real estate project ("**Force Majeure**").
- (ii) Extension of time for giving possession as may be permitted by the Regulatory authority under Real Estate (Regulation and Development) Act, 2016 for reason where actual work of said project/building could not be carried by the promoter as per sanctioned plan due to specific stay or injunction orders relating to the said project from any Court of law, or Tribunal, competent authority, statutory authority, high power committee etc. or due to such circumstances as may be decided by the Authority.

If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to

the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. **The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 30 days from that date.** After any refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

10.2 Schedule for possession of the Common amenities:-

The Promoter herein is developing the said land which consists of various phases having common amenities **like landscape garden etc, the construction/development** of the said common amenities will be completed in due course only after completion of construction of all the project phases on the said land. The Promoter, assures to hand over possession of the said common amenities on **November 2021** The Allottee/s herein agrees and convey that he/she/they shall not be entitled to refuse to take the possession of the said apartment on the ground of non completion of aforesaid common amenities.

That the allottees further agree that even where 'substantial completion' of works has been done and after receiving OC from the competent authority possession of the said unit shall be given. That substantial completion would mean works done that do not affect his/their use or occupation of his/their unit and he /they can cohabit in the said unit. However if the developer is not allowed by the allottee or any person on his/their behalf to complete the remaining portion of the works, it shall be accepted by and between the parties that the remaining works shall be deemed to have been done as and against the developer.

10.3 Procedure for taking possession:-

The Promoter, upon obtaining the occupancy certificate from the local/competent/planning authority shall offer in writing to the Purchaser / Allottee/s intimating that, the said apartment is ready for use and occupation. The Purchaser / Allottee/s herein shall inspect the said apartment in all respects to confirm that the same is in accordance with the terms and conditions of this agreement, complete the payment of consideration/total price and dues to the Promoter as per terms and conditions of this agreement and take the possession of the said apartment within **15** days from the date of written intimation issued by the Promoter to the Allottee herein. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottee/s, as the case may be.

10.4 It shall be expressly agreed that wherever it is the responsibility of the allottee to apply and get necessary services the same shall not be undertaken by the promoter and the allottee shall be solely responsible for the same.

10.5 Failure of Allottee to take Possession of [Apartment]: Upon receiving a written intimation from the Promoter, the Allottee/s shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter

shall give possession of the Apartment to the allottee. In case the Allottee fails or commits delay in taking possession of said Apartment within the time provided by Promoter, such Allottee shall be liable for payment of maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoing in respect of the said apartment and the Promoter shall not be liable for the maintenance, wear and tear of the said apartment.

10.6 Possession by the Allottee - After obtaining the occupancy certificate and handing over physical possession of the said Apartment to the Allottee/s, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottee/s or the competent authority, as the case may be, as per the local laws

10.7 Compensation –That the allottee has given his specific confirmation herein that the responsibility of title of the said land be on the Developer up and until the conveyance of the said building/phase/ wing and the said land thereunder.

10.8 Except for occurrence of the events stating herein above, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottee/s, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with the interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % percent per annum within **30** days including compensation in the manner as provided under the Act.

Provided that where if the Allottee does not intend to withdraw from the said Project, the Promoter shall pay the Allottee interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 %, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession of the Apartment.

11. TIME IS ESSENCE:-

Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment 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 Promoter as per Payment Plan in clause 2.2 in this agreement .

11.1 TERMINATION OF AGREEMENT:-

11.1.1 Without prejudice to the right of promoter to charge interest in terms of sub no.5 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment reminders, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of 15 days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any administrative expenses of an amount of to the extent of 20% of the amount received/ or any other expenses incurred by the promoter for such unit as requested by the allottee or any other amount which may be payable to Promoter) within a period of 30 days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter and the Promoter herein shall be entitled to deal with the said apartment with any prospective buyer. Delay in issuance of any reminder/s or notices from the Promoter shall not be considered as waiver of Promoter absolute right to terminate this agreement.

11.1.2 For whatsoever reason if the Allottee/s herein, without any default or breach on his/her/their part, desire to terminate this agreement /transaction in respect of the said apartment then, the Allottee/s herein shall issue a prior written notice to the Promoter as to the intention of the Purchaser/s and on such receipt of notice the Promoter herein shall be entitled to deal with the said apartment with prospective buyers. After receipt of such notice of intention to terminate this agreement the Promoter shall issue a 15 days notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Purchaser/s shall be entitled to receive the refund of consideration, subject to terms of this agreement.

11.1.3 It is specifically agreed between the parties hereto that, if the transaction in respect of the said apartment between the Promoter and Allottee/s herein terminated as stated in sub-para 11.1.1 and 11.1.2 herein above written then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee/s herein, in respect of the said apartment, shall stands automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

12 DEFECT LIABILITY :

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

Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said apartment of phase/ wing and in specific the structure of the said unit/ wing/ phase of the said building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby

agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.

That it shall be the responsibility of the allottee to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.

Further where the manufacturer warranty as shown by the developer to the allottee ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/ wing, and if the annual maintenance contracts are not done/renewed by the allottee/s the promoter shall not be responsible for any defects occurring due to the same.

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 equipment's, 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.

That the allottee has been made aware and that the allottee expressly agrees that the regular wear and tear of the unit/ 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°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/ wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

13. FORMATION OF ORGANISATION OF APARTMENT HOLDERS:-

13.1 Considering the Promoter herein is carrying on the construction/development on the said land in phases as aforesaid and further to have the maintenance of building/s and common facilities more conveniently, there will be one or more association of allottees/Co-operative Societies and/or Apex Society and/or limited company or as such may be formed by prevailing local laws as may be applicable to the said project, which the Promoter shall decide as suitable for the apartment holders in the said project which is under construction on the said land.

13.2 The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to

be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

13.3 The Promoter shall, upon registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

14. PAYMENT OF TAXES, CESSSES, OUTGOINGS ETC:-

14.1 The Purchaser/s herein is well aware that, the Government of India has imposed GST on the agreed consideration, for the transaction for sale of apartment by the Promoter to the Allottee of the apartments under the GST law and as per the aforesaid law responsibility to pay the aforesaid tax from time to time and hence it is agreed between the parties hereto that, the Allottee/s herein shall bear and pay the aforesaid tax amount on or about execution of this present or as becomes applicable from time to time for this transaction, to the Promoter herein to enable the Promote to deposit / pay the same to the Government of India.

14.2 If at any time, after execution of this agreement, the service tax and Value Added Tax (VAT) ,GST etc is imposed/increased under respective statute by the central and state government respectively and further at any time before or after execution of this agreement any additional taxes/ duty/ charges/ premium/ cess/ surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule /regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, on the said apartment or this agreement or the transaction herein, shall exclusively be paid/borne by the Allottee/s. The Allottee/s hereby, always indemnifies the Promoter from all such levies, cost and consequences. Provided that the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

14.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s as stated and defined as attached herewith in Annexure G...Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate

share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs..... per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

14.4 Notwithstanding anything contents stated herein above, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on Allottee/s of the said apartment and if for whatsoever reason respective Recovering Authority got recovered the same from the Promoter in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee/s along with interests and Allottee/s herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee/s in writing. It is further specifically agreed that, aforesaid encumbrance shall be on said apartment being first encumbrance of the Promoter. The Allottee/s herein with due-diligence has accepted the aforesaid condition.

15. DEPOSITS BY ALLOTTEE/S WITH THE PROMOTER:-

The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-

- (i) Rs. for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Rs. for formation and registration of the Society or Limited Company/Federation/ Apex body.
- (iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body.
- (iv) Rs.for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- (v) Rs..... for Deposit towards Water, Electric, and other utility and services connection charges &
- (vi) Rs..... for deposits of electrical receiving and Sub Station provided in Layout.

16. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:-

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

- a) The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has

the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

- b) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- c) There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- d) 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;
- e) All drawings, sale plans, other drawings are as given to the Promoter by the appointed Architect, Structural Consultants, other consultants, the developer has thus disclosed the same to the allottee and the allottee is aware that professional liability have been undertaken by them individually with the developer which shall prevail on these consultants individually or cumulatively if there is any loss/ harm is caused to the allottee and based on these said details of the drawings and the calculations and areas shown, the allottee has agreed to take the said unit.
- f) All approvals, licenses and permits issued by the competent authorities with respect to the Project, 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;
- g) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- h) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- i) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;
- j) At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

- k) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- l) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

17. COVENANTS AS TO USE OF SAID APARTMENT:-

The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows for the said Apartment and also the said project in which the said Apartment is situated.

- a. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- b. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- c. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof,

nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardi or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

- e. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- g. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- h. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- i. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- j. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- k. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the

said buildings or any part thereof to view and examine the state and condition thereof.

- l. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project or any part thereof to view and examine the state and condition thereof.
- m. That the allottee shall indemnify and keep indemnifying the promoter towards against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non- performance of such obligations given specifically herein to the allottee.
- n. That any nominated surveyor/ architect appointed for specific purposes stated in this covenant the fees of which shall be mutually decided by and between the promoter and the allottee and the same shall be paid by the Promoter as agreed mutually.
- o. That nothing herein contained shall construe as entitling the allottee any right on any of the adjoining, neighbouring or the remaining buildings/ common areas etc of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the allottee to the developer in this regards.

18. NAME OF THE PROJECT/ BUILDING/S / WING/S:-

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the Project **“PANVELKAR ESTATE- STANFORD - PHASE-II”** and building will be denoted by letters or name_____ or as decided by the promoter and further erect or affix Promoter's name board at suitable places as decided by the Promoter herein on a building and at the entrances of the scheme. The Allottees/s in the said project/building/s or proposed organisation are not entitled to change the aforesaid project name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.

18.1 ENTIRE AGREEMENT AND RIGHT TO AMEND:-

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment. This agreement may only be amended through written consent of the Parties

19. SEPARATE ACCOUNT FOR SUMS RECEIVED:-

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s towards total price/consideration of the said apartment and as advance or deposit, sums received on account of the share capital for the formation of the Co-operative Society or a Company or any such

legal entity/organisation that may be formed, towards the out goings, legal charges etc.

Provided that the Promoter shall be allowed to withdraw the sums received from the Allottee/s and utilise the same as contemplated and permitted under the said act and rules and regulations made thereunder.

20. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:-

The Allottee hereby agrees to purchase the Apartment on the specific understanding that is/her right is to only to the use and unless specifically allotted/ given vides (limited) common areas/ facilities, the use of the Common Areas/amenities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time. That the list of things that would be covered under the maintenance head are clearly stated and which the allottee has expressly agreed to pay for (fully/ proportionately) and marked and attached as Annexure G

21. MEASUREMENT OF THE CARPET AREA OF THE SAID APARTMENT:-

The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Architect of the project. 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 2 of this Agreement. That in such a case, the parties hereto agree that a nominated surveyor / architect as an expert be appointed mutually to take his expert opinion of measuring the said unit and submitting the said details.

22. PROVISIONS OF THIS AGREEMENT APPLICABLE ON 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 said project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

That the allottees agree that they shall not object to any easement rights that need to be given to any person in and around the said project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any compensation/ benefit given to the promoter in turn for which no conveyance has occurred to the ultimate body expressly stated in this

agreement and for which no consideration is specially dispensed by the allottee to the promoter for the same; save and except his right to enjoy and use the unit purchased by him and any other rights given by the developer to the allottee for which consideration has been dispensed.

23. REGISTRATION OF THIS AGREEMENT:-

The Promoter herein shall present this Agreement as well as the conveyance at the proper registration office for registration within the time limit prescribed by the Registration Act and the Allottee/s will attend such office and admit execution thereof, on receiving the written intimation from the Promoter.

24. PAYMENT OF STAMP DUTY, REGISTRATION FEE & LEGAL CHARGES:-

The Allottee/s herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements or any final conveyance deed which is to be executed by the Promoter in favour of Allottee/s or Association/Society i.e organisation as may be formed in which the Allottee/s will be the member.

The Allottee shall also pay to the Promoter a sum of Rs..... for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

25. WAIVER NOT A LIMITATION TO ENFORCE :

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

25.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. 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.

27. PLACE OF EXECUTION:

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

28. NOTICES :

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

_____ Name of Allottee
_____ (Allottee Address)

M/s _____ Promoter name
_____ (Promoter Address)

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

29. JOINT ALLOTTEES :

That in case there are Joint Allottees , they shall be considered as joint and severable allottees for the purpose of these clauses in the agreement and all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her/them which shall for all intents and purposes to consider as properly served on all the Allottees.

30. 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.

31. DISPUTE RESOLUTION:

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

32. STAMP DUTY AND REGISTRATION FEES:

The consideration of the said agreement between the Promoter and the Purchaser herein is as per the prevailing market rate in the subject locality. This agreement is executed by the parties hereto under the Maharashtra Ownership Premises Act, 1963 and the stamp duty for this transaction is payable as per the

Bombay Stamp Act, 1958, Schedule-1, Article 25 (d). The Purchaser herein has paid _____ stamp _____ duty _____ for Rs. _____ (Rupees _____.) and shall pay appropriate registration fees and expenses. If any additional stamp duty or other charges are required to be paid at the time of conveyance the same shall be paid by the Purchaser.

The purchaser herein has agreed to purchase the said Residential Premises as on investor as laid down in Article 5(2) of the Bombay Stamp Act 1958 & hence it is entitled to adjust the stamp duty to the agreement against the duty payable to the agreement by the Purchaser herein to the subsequent Purchaser as per provision of the said clause Article 5(2).

The Purchaser/s declares hereby that he/ she/ they has/ have read and fully understood and agreed to the contents of this agreement and thereafter the same has been executed by the Purchaser/s.

SCHEDULE – III

ALL THAT PIECE AND PARCEL of land bearing Gut No. 42 Hissa No.1 admeasuring 0 Hectare 76 Are 2 Prati and potkharaba 0 Hectare 02 Are 8 Prati thus totally admeasuring 0 Hectare 79 Are 0 Prati, lying and situated in the revenue village Mankivali, Taluka Ambernath District Thane within the limits of the Registration District Thane ,Sub Registration District Ambernath and also within the limits of Kulgaon Badlapur Municipal Council and bounded as follows:

On or towards East	: Gut No. 42/2
On or towards West	: Road
On or towards South	: Manubai Anant Khade Plot.
On or towards North	: Gajendra Bharat Gadage Plot.

SCHEDULE – III/1 (Transferable Development Rights)

All that piece and parcel of land situated at Village Kharvai, Taluka – Ambernath, District Thane, bearing, Survey No. 3/1 Part 4 & 3/1 Part 5, area admeasuring about 836.13 square meter out of total land admeasuring about 1672.26 square meter, within the limits of Kulgaon Badlapur, Thane.

SCHEDULE – III/2 (Transferable Development Rights)

All that piece and parcel of land situated at Village Shirgaon, Taluka – Ambernath, District Thane, bearing, Plot No. 10 & 11, Survey No. 9, Hissa No. 3A/1 & 3A/2, area admeasuring about 2322 square meter out, within the limits of Kulgaon Badlapur, Thane.

SCHEDULE – III/3 (Transferable Development Rights)

All that piece and parcel of land situated at Village Juveli, Taluka – Ambernath, District Thane, bearing, Survey No. 67, Hissa No. 3/16, area admeasuring about 556 square meter out of total land admeasuring about 3594.80 square meter, within the limits of Kulgaon Badlapur, Thane.

The Promoter is developing and constructing the project by name "Panvelkar Estate – Stanford " on above mentioned property, in various phases and wings like R -1, R-2, R-3, R-4 , etc. Map of land piece on which these wings are to be constructed is demarked on separate sheet as Annexure - "E" in this agreement .

SCHEDULE – IV

(Description of premises to be purchased by Purchaser)

In a proposed project named as "Panvelkar Estate – Stanford Phase -II" to be developed and constructed on the property mentioned Schedule I, the Purchaser herein agreed to purchase and Promoter herein agreed to sale Residential Premises No.-----, on the ----- floor of the Wing no. ----- . The said premises is admeasuring carpet area about _____ sq. mtrs. (subject to fluctuation of area not more than 5%) on _____ floor in building / wing no. _____ as per terms and conditions mentioned in this agreement to sale.

SCHEDULE - V COMMON AREAS AND FACILITIES

(a) COMMON AREAS

1. The land under the buildings
2. The footings, RCC structures and main walls of the buildings.
3. Staircase columns and lift as with lift room in the building/s
4. Common salvage/drainage, water, electrical lines, power backup.
5. Common ground water storage tank and overhead tank.
6. Electrical meters, wiring connected to common lights, lifts, pumps.
7. Top terrace.

(b) LIMITED COMMON AREAS AND FACILITIES:

1. Partition walls between the two units shall be limited common property of the said two units.
2. The areas under stilts/ marginal open spaces/ basements and portions thereof may be allotted for exclusive use of the specific Residential Premises by the Promoter as per his discretion or retained by him.
3. Other exclusive and limited common area and facilities as mentioned in the Agreement.
4. All areas which are not covered under aforesaid head common areas and facilities are restricted areas and facilities.
5. Land around building and open areas.

IN WITNESS WHEREOF the parties hereto have here unto set and subscribed their respective hands and seals on the day, month and the years herein above written.

Signed, sealed and delivered by
The within named LAND OWNERS
power of attorney holder
&
PROMOTER, DEVELOPER
M/S. PANVELKAR INFRASTRUCTURES PRIVATE LIMITED
through Its DIRECTOR –

PARTY OF THE FIRST PART

Signed, sealed and delivered by
the within named Purchaser / s
Allottee
Mr. _____
Age: _____, Occu.: _____

Mrs. _____
Age: _____, Occu.: _____

Residing at - _____

PARTY OF THE SECOND PART.

In the presence of:

WITNESS 1.

WITNESS 2.

R E C E I P T

Acknowledged to have received of and from the Purchaser, the Sum of Rs
_____/-(Rupees _____only) as follows.

1) Rs _____/-(Rupees _____Only) by cheque No
_____ dated _____Drawn on _____ Bank
,_____ Branch, being the sum of earnest money / part payment payable to us
as within mentioned.

WITNESSES

I say Received Rs
Rs _____/-

For M/s Panvelkar Infrastructures Private Limited

Director/ Authorised Representative

Annexure "A"
Title Clearance Certificate

Annexure "B"

- 1) Copy of 7/12 extract of village, .
- 2) Copy of Building permission.
- 3) Copy of Vinischiti order.

ARE ENCLOSED HEREIN NEXT PAGES

Annexure "C1", "C2" & "C3"

Copy of part plan showing the premises (which is subject of this agreement to sale) from sanctioned building plan.

Annexure - "D"

COMMON SUPER SPECIFICATIONS & AMENITIES

1. Branded Lifts..
2. 100% Acrylic Paint for External Walls.
3. Branded PVC and SWR Pipes.
4. Branded Water Pumps .
5. Branded Waterproofing And Admixtures.
6. Society Office.
7. Children Play Equipment and Open to Air Gym in every Compound.
8. Common Amenities with Back up Supply..

The PROMOTER reserves the RIGHTS to alter, change, cancel, and add in any of above amenities. All the fixtures provide in flats or shops are not manufactured by the PROMOTER. He had tried & fixed the best. PROMOTER can not provide any special guaranty of these fixtures. All electrical & other material used in above said PREMISES is purchased from the local market. All guaranty & warranty certificates received for the used materials shall be obtain by PURCHASER from PROMOTER at time of possession. PROMOTER is not responsible for any guarantee or warranty of the material.

Annexure - "D"
INTERNAL AMENITIES
(RESIDENTIAL)

Annexure - "E"

Map of land piece on which wing R-1 to be constructed.

LIST OF SCHEDULES

SCHEDULE I = Description of the Said Land

SCHEDULE II = Description of the project/phase registered with the real estate regulatory authority under S.5 of the Real Estate (Regulation and Development)

Act, 2016. (*Applicable in case if the construction on the said land is in phases*)

SCHEDULE III = Description of the Apartment and the garage/closed parking (if applicable) along with boundaries in four directions.

SCHEDULE IV = Specifications of the said apartment.

SCHEDULE V = Description of common areas and facilities/limited common areas and facilities

LIST OF ANNEXURES

ANNEXURE - A = Copy of the Certificate of the title issued by the advocate.

ANNEXURE - B = Copies of Property Card/7x12 Extract or any other revenue record showing nature of the title of the Promoter to the said land.

ANNEXURE - C1 = Copy of Building permission /Commencement certificate

ANNEXURE - C2 = Copy of the authenticated copies of the plans of the Layout of the said phase as proposed by the Promoter

ANNEXURE - C3 = Copy of clear block plan showing the project (phase/ wing) which is intended to be constructed and to be sold and the said unit which is intended to be bought by the allottee.

ANNEXURE - D= Copy of the plans and specifications approved by the concerned local/ planning authority.

ANNEXURE - E = Copy of land piece on which wing R2, R3 and R4 are to be constructed..

ANNEXURE - F = Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

ANNEXURE - G = List of items that would be covered as Maintenance of the Project