

## AGREEMENT FOR SALE

**THIS AGREEMENT FOR SALE** is made and entered into at Thane on this \_\_\_\_day of \_\_\_\_\_201\_.

### BY AND BETWEEN

**M/s. MEHTA REALTORS**, a partnership firm duly registered under the provisions of The Indian Partnership Act, 1932, having its registered office at: 401, Dev Corpora, Near Cadbury Junction, Eastern Express Highway, Thane (W) through its partner **Mr. Jitendra Mohanlal Mehta** hereinafter referred to as the “**Promoters**” (which expression shall unless it be repugnant to the context or meaning thereof mean and include all the Partners of the Partnership Firm and their respective heirs, successors in title, executors and assigns) **OF THE ONE PART; AND**

Mr./Ms./Mrs. \_\_\_\_\_, Official e-mail ID \_\_\_\_\_

R/o \_\_\_\_\_ having

Income tax PAN No. \_\_\_\_\_

### JOINTLY WITH\*

Mr./Ms./Mrs. \_\_\_\_\_ Official e-mail ID \_\_\_\_\_

R/o \_\_\_\_\_ having

Income tax PAN \_\_\_\_\_

OR

### (FOR FIRMS)

M/s. \_\_\_\_\_ a partnership/ proprietorship firm duly registered and having its office at \_\_\_\_\_

\_\_\_\_\_ through its Authorised Signatory

Partner/ Sole Proprietor Mr./ Ms./ Mrs.

\_\_\_\_\_, Official e-mail ID of the Firm

\_\_\_\_\_ having PAN \_\_\_\_\_.

OR

### (FOR COMPANIES)

\_\_\_\_\_, a Company duly registered under Companies Act, 1956/2013 having its registered office at \_\_\_\_\_

\_\_\_\_\_ and PAN \_\_\_\_\_

\_\_\_\_\_ through its duly Authorised Signatory Mr./ Ms./ Mrs.

\_\_\_\_\_, authorized by board resolution dated \_\_\_\_\_

Hereinafter referred to as the "**Purchaser(s)**" (which expression unless excluded by or repugnant to the context or meaning thereof, shall mean and include his/her/their/its heirs, executors, administrators, successors and legal representatives) **OF THE OTHER PART.**

**WHEREAS:**

**A. DESCRIPTION OF THE SAID PROPERTY:**

The Promoters are the sole and exclusive owners of the pieces and parcels of land lying, being and situate at Village - Majiwade, Taluka and District Thane, bearing **Survey No. 378/1+2+3+4 admeasuring area 1920 square meters** within the Registration District Thane and Sub-District Thane, hereinafter referred to as the "**Said Entire Property**" and more particularly described in the First Schedule hereunder written.

**B Brief History of Title of the Promoters:**

- B1 Said Entire Property bearing Survey No. 378 admeasuring 1920 Square Meters was originally owned by Mr. Ladkya Dadu Kabadi.
- B2 Mr. Ladakya Dadu Kabadi demised on August 08, 1964 leaving behind him his 2 sons Mr. Dama Ladakya Kabadi and Mr. Chango Ladakya Kabadi and accordingly name of legal heirs were mutated in the record of rights of the Said Entire Property;
- B5 Mr. Raghunath Dama Kabadi in confirmation with Mr. Dama Ladakya Kabadi and Mr. Chango Ladakya Kabadi made an application to carry out necessary mutation in the record of rights for transfer of Said Entire Property in the name of Mr. Raghunath Dama Kabadi and accordingly mutation entry number 1558 was mutated in the record of rights of the Said Entire Property on October 1, 1969 and the same was certified on February 10, 1970.
- B6 Mr. Raghunath Dama Kabadi and others executed Agreement for Development dated August 25, 2006 in favour of M/s. Mahavir Associates which is duly registered with the Sub Registrar of Assurances, Thane- 5 at serial number 5565/2006 and simultaneously executed power of attorney in favour of the partners of M/s. Mahavir Associates which is also duly authenticated with the Sub Registrar of Assurances, Thane at serial number 567 of 2006.
- B7 M/s. Mahavir Associates assigned their development rights in respect of the Said Entire Property by executing Deed of Assignment of Development Rights dated April 4, 2007 in favour of M/s. Parmar Enterprises which is duly registered with the Sub Registrar of Assurances, Thane- 5 at serial number 2822/2007 and simultaneously executed Power of Attorney in favour of partners of M/s. Parmar Enterprises which is duly authenticated with the Sub Registrar of Assurances, Thane vide serial number 393 of 2007;

- B8 M/s. Parmar Enterprises have further assigned development rights of the Said Entire Property in favour of M/s. Mansarovar Promoters by executing Assignment of Development Agreement dated May 27, 2008 which is duly registered with the Sub Registrar of Assurances, Thane- 5 at serial number 4408/2008 and simultaneously executed Substituted Power of Attorney in favour of M/s. Mansarovar Promoters which is duly authenticated with the Sub Registrar of Assurances, Thane at serial no. 588/2008;
- B9 In the meanwhile Raghunath Dama Kabadi demised on May 13, 2011 leaving behind him wife Smt. Janabai Raghunath Kabadi and 2 sons namely 1) Mr. Narendra Raghunath Kabadi and 2) Mr. Sachin Raghunath Kabadi and 3 married daughters 3) Mrs. Malati Madhukar Mukadam, Alias Malati Raghunath Kabadi, 4) Mrs. Hemlata Shashikant Vaiti, Alias Hemlata Raghunath Kabadi, 5) Mrs. Nilima Suhas Patil, Alias Nilima Raghunath Kabadi as his only legal heirs;
- B10 Smt. Janabai Raghunath Kabadi in confirmation with 1) M/s. Mahavir Associates and 2) M/s. Parmar Enterprises executed Deed of Confirmation dated October 25, 2012 in favour of M/s. Mansarovar Promoters which is duly registered with the Sub Registrar of Assurances, Thane- 5 at serial number 9029/2012 and simultaneously executed Power of Attorney in favour of M/s. Mansarovar Promoters which is duly authenticated with the Sub Registrar of Assurances, Thane at serial no. 833/2012;
- B11 Janabai Raghunath Kabadi and others in confirmation with 1) M/s. Mahavir Associates, 2) M/s. Parmar Enterprises and 3) M/s. Mansarovar Promoters have transferred and conveyed the Said Entire Property by executing Deed of Conveyance dated January 30, 2013 in favour of Cosmos Skyline Homes Private Limited which is duly registered with the Sub Registrar of Assurances, Thane- 5 at serial number 1058/2013;
- B12 1) Janabai Raghunath Kabadi and others and 2) Smt. Nayana Eknath Kabadi and others in confirmation with 1) M/s. Mahavir Associates, 2) M/s. Parmar Enterprises and 3) M/s. Mansarovar Promoters have executed Deed of Confirmation dated January 06, 2015 in favour of Cosmos Skyline Homes Private Limited, which is duly registered with the Sub Registrar of Assurances, Thane - 5 at serial number 336/2015 and the Cosmos Skyline Homes Private Limited have agreed to allot 2100 square feet saleable built up area for residential purpose which is equivalent to 195.09 square meters and commercial shop admeasuring 300 square feet which is equivalent to 27.87 square meters of saleable built up area.
- B13 Additional Collector Thane granted permission for non-agricultural conversion of Said Entire Property by order no. RB.VI.NAP.SR.108 dated August 14, 1970.
- B14 The Competent Authority, Thane agglomeration passed an order under section 8(4) on July 7, 1978 order no. ULC/TA/Thane/SR-57 in respect of statement filed by Mr. Raghunath Dama Kabadi u/s 6 (1) of Urban Land (Ceiling and Regulation) Act, 1976 and thereby declared the Said Entire Property to be retention land.

- B15 Cosmos Skyline Homes Private Limited conveyed and transferred the Said Entire Property in favour of Promoters by executing Deed of Conveyance, which is duly registered with Sub-Registrar of Assurances, Thane dated April 08, 2015 at serial no. TNN-9/2433/2015 and simultaneously Cosmos Skyline Homes Private Limited also executed Power of Attorney in favour of Promoters which is duly registered with Sub-Registrar of Assurances, Thane dated April 08, 2015 at serial no. TNN-9/2435/2015 and thereby agreed to construct for and allot to the original land owners certain area in the proposed construction out of the Said Property.
- B16 Mr. Ramchandra Chango Kabadi and others and Cosmos Skyline Homes Private Limited executed Deed of Confirmation in favour of Promoters, which is duly registered with Sub-Registrar of Assurances, Thane dated April 20, 2015 at serial no. TNN-9/2755/2015 and simultaneously granted Power of Attorney in favour of the Promoters which is duly registered with Sub-Registrar of Assurances, Thane dated April 20, 2015 at serial no. TNN-9/2758/2015. The Promoters is required to allot 600 square feet of carpet area to Mr. Ramchandra Kango Kabadi and others in pursuance of the said Deed of Confirmation.

**TDR & FSI Premium:-**

- a) The Promoters have paid premium to the Thane Municipal Corporation as per the provisions of Development Control Regulations and accordingly Thane Municipal Corporation has granted FSI admeasuring 276 square meters against the payment of premium. The portion of Said Entire Property bearing Survey No. 378 Hissa no. 2 admeasuring 880 square meters is reserved for road and the Promoters are entitled to avail TDR or DR in lieu of surrender of Said Reserved Portion out of the Said Entire Property. The Promoters have utilised DR to the extent of 1058 square meters from and out of the entitlement against the Said Reserved Portion.
- b) The Promoters shall be entitled to deal with and dispose of the balance and un-utilized TDR of said reserved portion out of the Said Entire Property.

**B . TITLE & DEVELOPMENT RIGHTS OF THE SAID PROPERTY:** By virtue of various deeds, agreements and documents mentioned herein above, the Promoters are the owners of and otherwise well and sufficiently entitled to develop the Said Entire Property on the terms and conditions detailed in the above mentioned Agreements and such other antecedent documents. The Promoters are authorized and permitted to sell and transfer on ownership basis, various flats, apartments, tenements, units, premises in the building and structures to be constructed by the Promoters at its own cost on the Said Property, for such consideration and on such other terms, conditions, covenants, stipulations and provisions as may be decided and deemed fit by the Promoters, and for this purpose to sign and execute the necessary agreements, deeds, documents and writings with the Purchasers/transferees of the same. The said Agreements also inter alia provides that on completion of development of the Said Property or portions thereof from time to time, the Promoters alone will be entitled to hand over possession of various flats, apartments, tenements, units, premises and car parks constructed/provided thereon to the Purchasers/ transferees/ allottees thereof;

**C. PROJECT:** The said Entire Property is subdivided in four parts viz. 1)Plot A (Survey No. 378/1) admeasuring 920 square meters 2) Plot B (Survey No. 378/3) admeasuring 60 square Meters, 3) Area under pipeline admeasuring 60 square meters ((Survey No. 378/4) and 4) Area under 25 meters D.P. Road 880 square meters bearing Survey No. 378/2. The Plot A bearing Survey No. 378/1 out of the Said Entire Property is hereinafter referred to as the **“Said Property”** more particularly described in **Second Schedule** hereunder written. The Promoters are desirous of and entitled to develop the Said Property, by constructing thereon Building of Ground(part), Stilt (part) and 11 upper floors consisting of shops, offices, flats/apartments, and premises of all kinds, for residential, non-residential, and/or any other authorized user, together with provision of parking spaces and other necessary amenities and services thereto like gymnasium, society office, open spaces etc. to be known as **“Orchid”**, for the purpose of selling, leasing or otherwise transferring the same to the prospective purchasers, allottees and other transferees, (collectively referred to as **“PROJECT”**) and in this process the Promoters shall be entitled to consume development rights in view of surrender of area for 25 meters wide D.P. Road and also by consuming entire permissible development potential by uploading additional TDR and additional FSI on payment of premium and also entitled to sign and execute necessary agreements, deeds, documents and writings with the purchasers / transferees of the said Apartments.

**D1. APPROVALS AND PERMISSIONS:** The Collector, Thane have passed order for Non-Agricultural use of the Said Entire Property by Order No.RB.VI.NAP.SR.108 dated August 14, 1970. Further Executive Engineer, Town Planning Department Thane, Thane Municipal Corporation, has passed order u/s 42A (1)(A) on April 27, 2016 and thereby determined Occupancy Class and certified nil charges in the Record of Rights. Copy of the both the orders are annexed hereto as **“Annexure A”**. **Thane Municipal Corporation has time to time granted development permissions and Commencement Certificates** in respect of the Said Property in V.P. No. S05/0090/15 in the following manner:

<b>Permission</b>	<b>Date &amp; Certificate no.</b>	<b>Extent of permission</b>
Development Permission (D.P.)	25/06/2015 TMC/TDD/1436/15	Ground (part) + 6 upper floors + 7 (part) 12
Commencement Certificate (C.C.)	28/12/2015 TMC/TDD/1622/15	Ground (part) + 6 upper floors
Amended C.C.	05/10/2016 TMC/TDD/1940/16	Ground (part) + 1 <sup>st</sup> floor (commercial and residential) and 4 upper floors (DP for 11 (part) upper floors)

Amended C.C.	08/12/2016 TMC/TDD/2006/16	1 to 5 floors upto 11 (part) upper floors
Amended C.C.	11/07/2017 TMC/TDD/2006/16	Ground (part) + 1 <sup>st</sup> floor (Residential and Commercial) + 2 <sup>nd</sup> floor to 11 (part) upper floors

Copy of last revised commencement certificate is annexed hereto as "**Annexure B**". TMC has approved designs, specifications, elevations, sections and details of the said new building, and while approving and sanctioning the same, the said local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the Said Property and constructing the said new building. Upon due observance and performance of the terms and conditions laid down by the TMC, the Completion and Occupation Certificates shall be granted by the said local authority. The Promoters have commenced construction of the said new building in accordance with the said plans, designs and specifications;

**D2. BUILDING PLANS / LAYOUT PLANS:** Promoters have uploaded/ uploading TDR to the maximum permissible extent and obtained additional FSI on payment of Premium and thereby obtain permission of construction of building having Ground /Stilt and up to 11 upper floors (to be known as **Orchid**). The Promoters may change building and layout plans in accordance with any directions/conditions imposed by the concerned local authority/ies at any stage, which shall, then be binding on Purchaser(s) and Purchaser(s) hereby agrees that it shall not be necessary on the part of Promoters to seek consent of Purchaser(s) for the purpose of making any changes in order to comply with such directions, conditions and changes. The building plans/ layout plan of the residential complex as may be amended and approved from time to time shall supersede the presently sanctioned building plans as given in **Annexure "B"** hereto. The Revised layout plan is attached hereto as "**Annexure "C"**";

**E. ARCHITECT and RCC CONSULTANTS:** Promoters have entered into a standard agreement with its Architect, viz. **Suvarna Ghosh & Associates**, Agyari Lane, Jambhali Naka, Thane (hereinafter referred to as the "**Architect**"), who is registered with the Council of Architects. The Promoters have also appointed **Mr. D.K. Patel (M/s. TechLine Consulting Engineers)** having office at A-16, Sindhutirth, Opposite Bharat Sahakari, Bank, Makhmali Talo, L.B.S. Road, Thane as structural engineer for the preparation of the structural design and drawings.

**F. PREMISES DETAILS:**

Purchaser(s) has/have applied to Promoters for allotment of residential Flat No.\_\_\_\_\_ admeasuring \_\_\_\_\_ square meters Carpet area (as defined under RERA) along with \_\_\_\_\_ square meters enclosed balcony, and attached open balcony/terrace area admeasuring \_\_\_\_\_ square meters and \_\_\_\_\_ square meters cupboard area on the \_\_\_\_\_ floor in the Project "**ORCHID**" (hereinafter referred to

as the "**Said Premises**"), as shown in the floor plan thereof hereto annexed and marked as **Annexure "D"**, for the Sale Price of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), along with other applicable charges as mentioned in the payment schedule. Relying upon the aforesaid application, Promoters have agreed to allot and sell to Purchaser(s), the said Premises at the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.

**I. INSPECTION OF DOCUMENTS BY PURCHASER:**

The Purchaser(s) demanded from the Promoters and the Promoters have given inspection to the Purchaser(s), of all the revenue record, sanctioned plans, development permissions and documents of title relating to the Said Property described in the First Schedule hereunder written, which entitles Promoters to allot the said Premises constructed on the basis of plans, designs and specifications of the said new building prepared by the Architect and of such other documents as are specified under the Real Estate (Regulations and Development) Act, 2016 (**RERA**) and Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the Rules made there under. The Purchaser(s) are satisfied with the title documents furnished by the Promoters. Purchaser(s) has/ have apprised himself of the applicable laws, notifications and rules applicable to Said Property and understand/s all limitations and obligations in respect of it and there will be no further investigation or objection by Purchaser(s) in this regard;

**J. TITLE CERTIFICATE:**

Copies of the Certificate of Title dated **19<sup>th</sup> July, 2017** issued by Prasanna Mate and Associates being the Advocates of the Promoters and 7/12 extract of the Said Property are annexed hereto and marked as **Annexure "E"**.

**K. AUTHORITY TO SIGN:**

Purchaser(s) has represented and warranted to Promoters that Purchaser(s) has the power, competence and authority to enter into and perform this Agreement and has clearly understood his rights, duties, responsibilities and obligations under this Agreement. The Parties have agreed to the terms and conditions of this Agreement as set forth hereinafter.

**L. RERA COMPLIANCE:**

The Promoters shall comply with the provisions of Real Estate (Regulations and Development) Act, 2016 (RERA) and Rules made thereunder and guidelines framed by the Maharashtra Real Estate Regulatory Authority from time to time.

**M. PROJECT LOAN:**

The promoters have obtained Project loan from DCB Bank and accordingly executed Mortgage Deed Date 30<sup>th</sup> January 2017 which is duly registered with the Sub Register of Assurances, Thane at serial number TNN5-1044-2017. The Promoters have informed

the Purchasers that, they have obtained a construction finance for the project “JVM Orchid” by mortgaging the project land to DCB Bank Ltd and as per the terms of the loan agreement DCB Bank Ltd has to provide the No Objection Certificate to every transaction of the Promoter in “JVM Orchid” projects . The Promoter has accordingly obtained the same and it is attached as **Annexure F**.

**N. GOVERNING ACT:**

The present transaction is governed under the provisions of Real Estate (Regulations and Development) Act, 2016 (**RERA**) and Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (MOFA) accordingly parties hereto are required to execute the present Agreement for Sale and register the same under the provisions of Registration Act, 1908.

**NOW, THEREFORE, IN CONSIDERATION OF THE RECITALS AND MUTUAL COVENANTS, REPRESENTATIONS AND WARRANTIES THE PARTIES TO THIS AGREEMENT INTENDING TO BE LEGALLY BOUND AND AGREE AS UNDER:**

**ARTICLE 1**

**INTERPRETATION AND DEFINITIONS**

- 1.1** 'Agreement' shall mean this Agreement for Sale, which is executed by and between Promoters and Purchaser(s).
- 1.2** All Annexure, Schedule and documents referred in this Agreement and recital referred herein above shall form an integral part of this Agreement and in the interpretation of this Agreement shall be read and construed in its entirety.
- 1.3** 'Carpet Area' shall mean the net usable floor area within particular premises inclusive of covered balconies excluding area covered by the external walls, balconies excluding the area covered by external walls, areas under service shafts, exclusive area covered by the internal partition walls of the apartment and areas covered by Revas Projection.
- 1.4** Rera 'Carpet Area' shall mean the carpet area as defined hereinabove plus area covered by internal walls of the concerned premises, however, area of covered balconies and cupboard area shall not be considered in the RERA carpet area. The carpet area shall be calculated for bare sale premises without taking into consideration finishes, skirting & wall tiles.
- 1.5** 'Date of Possession' shall mean the date of possession as communicated to Purchaser(s) in the offer letter for possession to be issued by Promoters.
- 1.6** 'Earnest Money' shall mean 10% of Sale Price as defined hereinafter.
- 1.7** 'Instalments' shall mean the Sale Price to be paid as per the instalments detailed out in the Present Agreement.



- 1.8** 'Maintenance Agency' shall mean the agency appointed by Promoters for carrying out the day to day maintenance and upkeep of the common areas of Building and Project and/or for the maintenance of the equipment/s installed for the Project.
- 1.9** Maintenance Agreement' shall mean the agreement, which shall be executed between the Promoters and Maintenance Agency for the purposes of providing the Maintenance Services for the common areas of Project.
- 1.10** Singular shall mean and include plural and masculine gender shall mean and include female gender wherever applicable.
- 1.11** 'The Said Organisation' shall mean the society / condominium of Apartment/ company formed of the owners / Purchaser(s) /unit holders in the building to be constructed on the Said Property.

**ARTICLE 2**  
**SALE**

The Promoters hereby agree to sell / convey / transfer the said residential Flat No.\_\_\_\_\_ admeasuring \_\_\_\_\_ square meters Carpet area (as defined under RERA) along with \_\_\_\_\_ square meters enclosed balcony and attached open balcony/terrace area admeasuring \_\_\_\_\_ square meters and \_\_\_\_\_ square meters cupboard area on the \_\_\_\_\_ floor in the Project **“ORCHID”** (hereinafter referred to as the **"Said Premises"**) as shown in the floor plan thereof hereto annexed and marked as **Annexure D** in the Said Project in favour of Purchaser(s). The Promoters shall not be entitled to demand additional proportionate Price of the common areas and facilities appurtenant to the premises. The internal fixtures, fittings and amenities to be provided by Promoters in the said Premises are those that are set out in **Annexure “G”** hereto while the external amenities to be provided in the said Project are set out in **Annexure “H”**.

**ARTICLE 3**  
**PRICE AND PAYMENT TERMS**

**3.1 Sale Price:**

That Purchaser(s) agrees to pay Promoters for the purchase of the said Premises an amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (hereinafter referred to as the **'Sale Price'**) along with payables, as per the payment schedule. The Purchaser(s) further undertakes to pay other dues and charges mentioned in the present Agreement.

**PAYMENT SCHEDULE Annexure -I**

<b>SR. NO.</b>	<b>INSTALMENTS</b>	<b>PERCENTAGE</b>	<b>PRINCIPAL AMOUNT</b>
1.	Within one month from Booking.	10%	

2.	On Completion of 11 <sup>th</sup> slab	60%	
3.	On Completion of Brickwork	10%	
4.	On Completion of work of internal and external plaster	8%	
5.	On completion of flooring	7%	
6.	On possession	5%	
<b>TOTAL</b>		100%	

The Purchaser(s) shall be required to pay applicable service tax along with relevant instalments. The amount of Service Tax /GST shall vary from time to time as per the future revisions in the rate and rules. The Purchaser(s) have paid sum of Rs. \_\_\_\_\_ towards VAT by cheque no. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ branch of \_\_\_\_\_ Bank.

Price as mentioned hereinabove is exclusive of any taxes, which may be leviable by any appropriate authorities would include (but not limited to), taxes like value added tax, works contract tax, service tax, GST and any other tax, both present and future, as may be applicable from time to time, shall be separately charged and recovered from Purchaser(s). The Purchaser/s shall be responsible for deduction of TDS for every instalment paid and payable to the Promoters as per the applicable rules and shall also be responsible for submission of TDS Certificate issued by the competent Authority within a period of fifteen days from the payment of every concerned instalment. In the event of failure on the part of Purchaser/s to pay requisite TDS amount and to deposit the TDS Certificate within a period of 15 days from the payment of concerned instalment, the Purchaser/s shall be required to pay penalty of Rs. 50 per day for the period of delay in submission of Certificate.

### 3.2 Amount received:

Purchaser(s) has/have paid sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as mentioned in **Annexure "I"** for purchase of the said Premises to Promoters, the receipt whereof, Promoters do hereby acknowledge. The Purchaser(s) agree/s to pay the balance consideration of Rs. \_\_\_\_\_ as per the Payment Plan mentioned hereinbefore.

### 3.3 Development Charges, Advance Maintenance etc.

The Purchaser, simultaneously with the execution hereof but in any event, before taking possession of the said premises, shall pay the following amounts to the Promoters.

- (i) Rs. \_\_\_\_\_/- towards share money, application and entrance fee of the Corporate Body.
- (ii) Rs. \_\_\_\_\_/- towards Formation and Registration of the Corporate Body/Apartment and Legal Charges in connection there with.

(iii) Rs. \_\_\_\_\_/- towards advance maintenance charges of the premium and common areas for 1 year.

The Management Agency shall utilize the amount so collected hereinabove for the purposes of meeting all deposits, costs, out of pocket costs, charges and expenses in connection with above stated activities. The Management Agency shall be entitled to appropriate the amounts collected under one head for meeting expenses under another head. The Purchaser shall not be entitled to raise grievance in respect of the same. In case of increase or decrease in the charges in future due to any reason, the same shall be accordingly paid or refunded by the parties to the agreement and the Maintenance Agency. In addition to the above mentioned charges proportionate contribution of title insurance premium shall be required to be paid by the purchasers.

**3.4** The amounts so collected by the Management Agency and/or the Promoters under the provisions of this agreement or otherwise howsoever shall not carry any interest. The Management Agency shall maintain a consolidated account of all the amounts so collected by them from all the Purchaser(s) of the /shops/ Flats and other premises in the said Project and of all the amounts spent on expenses chargeable to them, and on transfer of the said Property with the new building constructed thereon to the Said Organisation to be formed by the Purchaser(s) of premises in the building/s in the said Project, the said Management Agency shall render a consolidated account to Said Organisation and pay over to them the excess, if any, of such collections or recover from them the deficit, if any therein. Rendering of such consolidated account to Said Organisation and settlement of account with them shall discharge the Management Agency of their responsibility, to refund excess, if any, out of such collections to the individual Purchaser(s) of premises entitled to refund, and the different Purchaser(s) of premises shall make up and adjust their respective accounts between themselves, as members of Said Organisation.

**3.5 Failure/Delay in Payment**

(a) Purchaser(s) agree/s that out of the amount(s) paid/ payable by him/ her/them towards the Sale Price, 10% (Five Percent only) of the Sales Price shall be treated as EARNEST MONEY to ensure fulfilment by Purchaser(s) of the terms and conditions, as contained herein. Time is the essence of the terms and conditions mentioned herein and with respect to Purchaser(s) obligations to pay the Sale Price as provided in the Payment Plan along with other payments such as, applicable stamp duty, registration fee, and other charges on or before the due date or as and when demanded by Promoters, as the case may be and also to perform or observe all the other obligations of Purchaser(s) under this Agreement. Purchaser(s) hereby also covenant/s to observe and perform all the terms and conditions of the booking and/or allotment and/or this Agreement, to keep Promoters and its agents and representatives, estates and effects indemnified and harmless against the said payments and observance and performance of the said terms and conditions and also against any loss or damages that Promoters may suffer as a result of non-payment, non-observance, or non-performance of the

terms and conditions mentioned herein and/or the Agreement for Sale by Purchaser(s).

- (b) Payment of instalment, and all other administrative dues shall have to be made within due dates as would be mentioned in the letter(s) of the Promoters to be issued from time to time requesting for such payments. Payment within time would be deemed to be essence of the terms of these presents. Part payments will not be accepted after the due dates. The Promoters may, at their sole option and discretion, waive in writing the breach by the Purchaser(s) not making payments as per the schedule of payments mentioned herein, but on condition that the Purchaser(s) are liable to pay interest @ 15% (Fifteen Percent) per annum shall be paid on the amount due which shall be calculated from the date on which the amount was due till the date of payment (both days inclusive).
- (c) Upon non-receipt of the Instalment within due date, Promoters may issue a notice to Purchaser(s) to pay the amounts due within 60 (sixty) days of due date after which Promoters may issue cancellation letter. Purchaser(s) shall be liable to pay the due amounts with interest accrued thereon as prescribed under Clause 3.5 (b) herein. However, it is agreed between the Parties that Promoters shall adjust the amount due from Purchaser(s) first towards the interest due, if any, applicable taxes and then towards the Sale Price.
- (d) However, if the Instalments/payments are not received within forty five (45) days from the due date or in the event of breach of any of the terms and conditions of this Agreement for Sale by Purchaser(s), the Promoters shall issue pre-cancellation letter and the Purchaser(s) shall be called upon to pay the requisite amounts within fifteen (15) days failing which the allotment and the Agreement shall be cancelled and terminated at the sole, absolute and unfettered discretion of Promoters. Promoters will issue a cancellation/ termination letter without any further notice to Purchaser(s). Upon such cancellation Promoters shall refund the amount paid by Purchaser(s) without interest subject to forfeiture of 5% (Five percent only) of the Sales Price towards cancellation charges.
- (e) Upon such cancellation Purchaser(s) shall be left with no right or lien on the said Premises except that of receiving refund, if any as per the terms of the present agreement. The balance amount shall be refundable to Purchaser(s) without any interest, within one (1) month of such cancellation. The dispatch of said cheque by registered post/speed-post to the last available address with Promoters as appearing in the recitals mentioned hereinabove shall be full and final discharge of all the obligation on the part of Promoters or its employees and Purchaser(s) will not raise any objection or claim on Promoters in this regard. Promoters may at their sole discretion condone the breach committed by Purchaser(s) and may revoke cancellation of the allotment provided that the said Premises has not been re-allotted to other person till such time and Purchaser(s) agrees to pay the unearned profits (difference between the booking price and prevailing sales price) in proportion to total amount outstanding on the date of restoration and subject to such additional conditions/ undertaking as may be decided by Promoters. Promoters may at its sole discretion waive the breach by Purchaser(s) for not paying the Instalments as per the Payment Plan but such waiver

shall not mean any waiver in the interest amount and Purchaser(s) have to pay the full amount of interest due.

- (f) Upon the cancellation of the booking, Promoters shall be at a liberty to sell or otherwise dispose of the said Premises to any other person/party whomsoever, at such price, in such manner and on such terms and conditions as Promoters may in its sole, absolute and unfettered discretion think fit and proper and Purchaser(s) shall not be entitled to raise any objection or dispute in this regard.
- (g) Purchaser(s) agree/s and undertake/s to execute a Deed, Document, or Writing including the Cancellation Deed to cancel the Agreement, the balance amount, if any shall be paid to Purchaser(s) only upon the cancellation of the Agreement and/or receipt of the Cancellation Deed, Documents, writings as aforesaid. In the event of cancellation of Agreement as aforesaid, Promoters shall be entitled to file declaration with respect to termination and cancellation of the Agreement, before the Sub Registrar of Assurances.

### **3.6 Time is the Essence:**

The timely payment of Instalments is the essence of this Agreement. Part payments will not be accepted after the due dates. It shall be incumbent on Purchaser(s) to comply with the terms of payment and the other terms and conditions of sale. If there is any delay or default in making payment of the Instalments on time by Purchaser(s), then Purchaser(s) shall, subject to the consequences as mentioned in Clause No. 3.5 of the present agreement, at the sole discretion of Promoters, is/are liable to pay interest on the amount due as per the interest rate mentioned in clause No. 3.5 (b) from the date on which the amount falls due, to the date of payment, both days inclusive. No payment will be accepted after due date without the payment of the applicable interest. All the payments made by Purchaser(s), shall be first adjusted towards the applicable taxes then towards the interest due, then towards other dues if any and then towards Sale Price along with taxes applicable.

### **3.7 Alteration in the Layout Plans and Design:** (a) Purchaser(s) agrees/s and confirm/s that if in the event of alteration/s modification/s of the building plans resulting in an increase / decrease in the RERA Carpet Area of the said Premises, Parties shall be bound with following terms:

- (I) In case there is any increase or decrease of RERA Carpet Area up to 2% of the said Premises, then the same shall be acceptable to Purchaser(s) and no charges / refund as the case may be will be made.
  - (II) In case of increase or decrease of RERA Carpet Area beyond 2% of the said Premises up to 7% then the difference of area beyond 2% up to 5% shall be subject to charges or refund of the proportionate Sale Price, as the case may be. For e.g. if there is increase in area of 4% then Purchaser(s) shall be liable to pay the charges for variation of 2%.
- (b) It is further agreed by the Parties that, in the event there is any change in plans, specifications or location due to change of plans, permission, consent etc. is required by statutory authorities, the same shall be binding on the Purchaser(s).

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

### **3.8 Mode of Payment:**

All Demand Drafts/Pay Order/Cheques are to be made in favour of **“M/s. Mehta Realtors”**, payable at Thane Branch/par. After registration of project with the Real Estate Regulatory Authority, the Purchaser shall be required to issue cheques/DD/electronic transfer payable in the Accounts to be specified by the Promoters. If any of the cheques submitted by Purchaser(s) to Promoters are dishonoured for any reasons, then Promoters shall intimate Purchaser(s) of the dishonour of the cheque and Purchaser(s) would be required to tender a Demand Draft of the same amount to Promoters within ten (10) days from the date of dispatch of such intimation by Promoters and the same shall be accepted subject to ‘Dishonour Charges’ of Rs. 2,000/- (Rupees Two Thousand only) excluding service tax for each dishonour. Taxes shall be paid extra, if applicable. In the event the said Demand Draft is not tendered within the stipulated time period mentioned herein, then the Agreement and Allotment would be deemed to have been cancelled at the sole discretion of Promoters.

### **3.9 Payment of Costs:**

- a) All costs, charges and expenses payable on or in respect of this Agreement and on all other expenses incurred in execution of instruments and deeds in pursuant to this Agreement, including stamp duty and registration charges and pro-rata cost and expenses including stamp duty and registration of Deed of Conveyance in favour of the Said Organisation shall be borne by Purchaser(s). However, it shall be the obligation and responsibility of Promoters to execute and register a Deed of Conveyance in favour of the Said Organisation at the cost and expenses of Purchaser(s), which shall be executed within the time as specified by Promoters.
- b) Further, if there is any additional levy, which becomes due after the date of the Agreement, rate or charge of any kind attributable to the said Property/ the said Premises as a consequence of Government, Statutory or any other order of the Local Government, Authority, the same if applicable, shall also be paid by Purchaser(s), on the pro rata basis.
- c) All statutory charges, Service tax, GST and other charges and levies as demanded or imposed by the Authorities shall be payable proportionately by Purchaser(s) from the date of booking/ Application as per demand raised by Promoters.

- 3.10** All the Purchasers and occupants in the Said Project shall be required to park their vehicles only at the parking space designated for their respective Shop/Flat premises. The Promoters shall be entitled to formulate rules for earmarking and use of car parks. The occupants of concerned Shop/Flat premises shall only use the car parking spaces for the authorised purpose and such car parking shall not be enclosed or gated without prior written permission from the Promoters and the TMC.

- 3.11** The Total Price is escalation-free, save and except increases which the Purchaser 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 Purchaser for increase in the development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.
- 3.12 FSI disclosure:** The Promoters hereby declare that FSI available in respect of the Project land is **920** square meters and the additional FSI on payment of premium is **276** square meters. The Promoters have uploaded/shall be uploading TDR of **1058** square meters in the Said Project.
- 3.13 Minor Alterations:** The said Project has been sanctioned as Residential and commercial purpose. The Promoters shall have right to change floor plan of any floor by taking consent of Purchasers of premises in the relevant floor only and other Purchasers shall not have any objection for change of floor plan of other floors and such change shall be minor alteration.
- 3.14** All the Purchasers and occupants in the Said Complex shall be required to park their vehicles only at the parking space designated for their respective Flat/other premises. The residential Flats shall be entitled to a single designated car Park space & commercial premises exceeding 25 square meters shall be entitled to one car park. The Purchaser has verified the parking spaces list and Parking Plan and after verification of the Parking Plan opted for booking of Said Premises as per their specific parking requirement. In the event of availability of additional parking in addition to the designated parking space, the Promoters shall be entitled to formulate rules for use of such additional parks. The occupants of concerned Flat/other premises shall only use the parking spaces for the authorised purpose and such parking shall not be enclosed or gated without prior written permission from the Promoters and the Planning Authority and Local Authority for any reason whatsoever.

## **ARTICLE 4**

### **POSSESSION**

#### **4.1 Possession Time and Compensation:**

- (a) The site of the Project may not have few of the infrastructural facilities in place as on the date of booking or at handing over of possession as the same is to be provided by the Government /nominated government agency. Since this is beyond the control and scope of Promoters, therefore, Purchaser(s) shall not claim any compensation for

delay/ non-provision of infrastructure facilities and /or consequent delay in handing over the possession of the said Premises in the Project.

- (b) The Promoters shall endeavour to give possession of the said Premises to Purchaser(s) on or before **31<sup>st</sup> March 2019** and subject to force majeure circumstances and reasons beyond the control of Promoters.
- (c) Promoters on obtaining the Occupancy Certificate by the competent authorities shall hand over the said Premises to Purchaser(s) for occupation and use and subject to Purchaser(s) having complied with all the terms and conditions of this Agreement.
- (d) If there is delay in giving possession of the said Premises on the date mentioned herein (subject to Clause 4.1(a)), then, Promoters shall be entitled to reasonable extension of time of 12 [Twelve] months for giving possession. Thereafter Purchaser shall be entitled to either:

- i) Terminate the agreement and receive refund of consideration paid by the Purchaser(s) to the Promoters excluding stamp duty, registration charges, Service Tax and VAT, GST, and other taxes and charges within period of 1 months from the date of cancellation. Or

- ii) Claim for the compensation @ highest cost of marginal lending rate plus 2% per annum for the amounts paid towards the said Premises for the delay exceeding the moratorium period of 12 months. The adjustment of compensation shall be done at the time of delivery of possession of the said Premises and not earlier.

However, the compensation shall not be paid if the completion of the said Project in which the said Premises is to be situated is delayed on account of force majeure circumstances mentioned herein after.

- (e) In the event of Purchaser(s) failure to take over and/ or occupy and use the said Premises allotted within the timeline as mentioned in the intimation in writing by Promoters, then the same shall lie at his/ her/ their risk and cost and Purchaser(s) shall be liable to pay the maintenance charges after fifteen (15) days of intimation by Promoters to take possession of the said Premises. The said maintenance charges shall be applicable irrespective of physical possession being taken over or not by the Purchaser(s).
- (f) In case of any demand of interest or penalty by the customer, the Promoters shall be entitled to claim set off for the delay penalty receivable from the concerned customer and shall be required to pay balance dues, if any, in pursuance of present agreement. It is clarified that Promoters shall send its intimation regarding the handing over of the possession to Purchaser(s) by e-mail on the official e-mail ID of the Purchaser(s) or at his address as mentioned in the recitals hereinabove unless modified/ altered by way of intimation to Promoters regarding the change of address duly sent by registered A.D. letter and/ or personal receipt of letter at the office of Promoters mentioned herein. Purchaser(s) shall not be entitled for compensation if he has defaulted or breached any of the terms and conditions of these presents.

#### **4.2 Force Majeure:**



Purchaser(s) agrees that the sale and possession of the said Premises is subject to Force Majeure Conditions, which means any event or combination of events or circumstances beyond the control of a party which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/ or alternative measures, be prevented, or caused to be prevented, and which adversely affects Promoters ability to perform obligations under this Agreement, which shall include but not limited to:

- (a) Acts of God. i.e. fire, drought, flood, earthquake, epidemics, natural disasters or calamities;
- (b) Explosions or accidents, air crashes and acts of terrorism;
- (c) Non-availability of cement, steel or other construction material, labour, ban on mining, strikes of manufacturers, suppliers, transporters resulting in virtual stoppage of construction and development activities;
- (d) War and hostilities of war, riot, bandh or civil commotion, sabotage, plagues blockades, embargoes, insurrection, Governmental directions and intervention of defence Authorities or any other agencies of government, prolonged failure of energy;
- (e) Any legislation, order or rule or regulation made or issued by the Governmental Authority or Court, Tribunal and / quasi-judicial authority/ body; if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals, occupation certificate, completion certificate/s for the said Premises/ Project or; if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/ writ before a competent court or; for any reason whatsoever;
- (f) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement;

In case of Force Majeure event, Promoters shall be entitled to a proportionate extension for delivery of possession of the said Premises, depending upon the contingency/ prevailing circumstances at that time. Promoters as a result of such a contingency arising thereto reserves, its right to alter or vary the terms and conditions of allotment or if the circumstances beyond the control of Promoters so warrant Promoters may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever may be claimed by Purchaser(s) for the period of suspension of scheme.

#### **4.3 Conditions precedent for Delivery of Possession:**

- (a) Purchaser(s) shall before taking possession of the said Premises clear all the dues of Promoters towards the said Premises.
- (b) Purchaser(s) hereby agree/s that they shall be responsible and liable to pay VAT (under Maharashtra Value Added Tax Act), GST and Service Tax as may be applicable

on transfer and sale of the said Premises by Promoters to Purchaser(s). Purchaser(s) would also be liable to pay interest/ penalty/ loss incurred to Promoters on account of Purchaser(s)' failure and/ or delay to pay VAT/GST/Service Tax and/or such other levies, statutory charges etc. within 7(seven) days of being called upon by Promoters.

- (c) Purchaser(s) further agree/s that they shall be liable to pay any taxes, levies, statutory charges imposed by appropriate authorities applicable to transfer and sale of the said Premises with retrospective effect, and if any recovery proceedings in consequence thereof are initiated.
- (d) It is further agreed by Purchaser(s) that they shall before obtaining the possession of the said Premises, pay the requisite amount of Maharashtra Value Added Tax, service tax/GST if and any other tax (if applicable) or any other taxes and charges levied by statutory authorities by time to time to Promoters, for construction/ sale of the said Premises.
- (e) In addition to the above, Purchaser(s) further agree/s to pay Goods and Services Tax (GST) upon effective introduction of GST in India in lieu of VAT and Service Tax by the Government of India as may be applicable on the transaction of transfer and sale of the said Premises by Promoters to Purchaser(s).
- (d) Monies towards the taxes may be refunded as per the scheme applicable to Promoters on the date of refund. Purchaser(s) do/does hereby agree to comply with all the laws of the land at all times, as may be applicable from time to time in respect of the said Premises. Purchaser(s) shall be liable to pay the maintenance charges, taxes, statutory levies as applicable to the said Premises from the date of possession.
- (e) Before receiving possession of the Said Premises, the Purchaser(s) shall execute all writings and documents as may be reasonably required by the Promoters including Declarations, Applications, Indemnities, Possession receipt, Electric Meters transfer forms and other documents necessary or expedient for formation and registration of the of the Co-operative Society or Condominium of Apartment.

#### **4.4 DEFECT LIABILITY:**

If at the time of handing over the said Premises to the Purchaser(s) or within period of 5 years from obtaining Occupancy Certificate, if any defect in the said Premises and/or the said Project is found to have existed and the same is communicated by the Purchaser(s) to the Promoters, then wherever possible, such defects shall be rectified by the Promoters at their own cost. The term Defect shall include only the defects specifically attributable to the defect in construction process or variance from the sanctioned plan by the Promoters. Promoters shall not be responsible for any alteration/changes/modification carried out by Purchasers or any other person in the said Premises and/or the said Project. In the event of such unauthorised alteration resulting in defect to other premises in the Said Project, the Purchaser shall be responsible for curing such defect entirely at their own cost.

## **ARTICLE 5 ALLOTMENT**

### **5.1 Right of Promoters:**

The allotment of the said Premises is entirely at the discretion of Promoters and Promoters reserves their right to cancel the allotment and unilaterally terminate this Agreement in the event of the breach of the terms and conditions of this Agreement by Purchaser(s).

### **5.2 Compliance of Rules, Regulations and By-laws:**

- (a) Purchaser(s) shall observe all the rules, regulations and bye-laws applicable to the allotment of the said Premises and agree/s that it will be used only as per the regulations and designs concerning to the Building of the said Project as approved by Planning Authority.
- (b) The said Premises along with the said Project shall be subject to the provisions of MOFA, RERA or any statutory enactment or modifications thereof and Purchaser(s) agrees and confirms that the Purchaser(s) shall comply with the statutory obligations created there under and any such other enactment applicable governing the transfer of the said Premises.
- (c) The said Premises will be used for the purpose for which it has been allotted and no obnoxious / unauthorised / illegal use will be carried out by the occupant in the said Premises/the said Project. Promoters and/or their representatives have full authority to enter the premises after giving 24 hour notice to ascertain and to take action individually or jointly in case Purchaser(s) or his/her/their nominee / occupant is / are found violating the terms and conditions laid down by Planning Authority, and to recover from Purchaser(s) as first charge upon the said Premises, the cost of doing all or any such act and thing, all cost incurred in connection therewith or in and any way relating there to, for putting the things correctly and in order.

## **ARTICLE 6 MAINTENANCE**

### **6.1 Payment of Maintenance Charges:**

- (a) The Purchaser(s), in respect of the said Premises, shall be liable to bear and pay from the date of the said Project being completed, his share of the outgoings, maintenance charges, property taxes, non-agricultural taxes, rates, taxes, cess, assessments, insurance premium, Parking maintenance charges, costs of painting the said Project, costs, charges and expenses of cleaning and lighting the passages, landings, staircases and common areas, open spaces and other parts of the said Project, the Said Project, operation and maintenance and repairs of lifts, water pumps, lights, costs of water power and utility charges, equipments and other services, salaries of all staff including manager, chowkidars, sweepers liftmen, cost of management and maintenance of common areas, amenities and facilities of the said Project and such other expenses as are necessary or incidental for maintenance and upkeep of the said Project, the Said Project and other charges and levies of like nature, payable in respect of the said premises, the said Project, amenities, common areas, the Said Property and the Said Project, to all government, semi-government local and public and/or private bodies and authorities, including the Corporation, the Collector and the Promoters.

- (b) Purchaser(s) shall pay, as and when demanded, the maintenance charges including security deposit for providing, maintaining and up-keeping the project and other deposits and charges for the various services therein, as may be determined by Promoters or the Maintenance Agency appointed for this purpose, as the case may be. The appointment of the Maintenance Agency will be at the sole discretion of Promoters and Purchaser(s) shall abide by the decision of Promoters and effect the payment in accordance with this Agreement.

## **6.2 Maintenance:**

- (a) Purchaser(s) hereby give their irrevocable consent to become member of said Organisation in accordance with the applicable Acts, Rules and bye laws and execute necessary documents as and when required. Purchaser(s) undertake/s to join the said Organisation and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by Promoters in its sole discretion for this purpose. Purchaser(s), till completion and handover of the PROJECT, authorizes the Promoters to enter into a Maintenance Agreement with a Maintenance Agency or any other nominee/ agency/ association (s) or other body as may be appointed/ nominated by Promoters from time to time at its sole discretion for the maintenance and upkeep of the Project/the said Projects/the said Premises and Purchaser(s) undertake/s to pay the maintenance charges as raised by the Maintenance Agency from the date of the Certificate for Occupation and use granted by the competent authority on pro-rata basis irrespective of whether Purchaser(s) is in occupation of the said Premises or not and work is still going on in adjacent tower/buildings and infrastructure facilities are not fully completed.
- (b) In order to secure due performance by Purchaser(s) in prompt payment of the maintenance charges and other charges/deposits raised by the Maintenance Agency, Purchaser(s) agrees to deposit, as per the schedule of payment/this Agreement and to always keep deposited with Promoters or the Maintenance Agency, nominated by Promoters, advance quarterly maintenance after completion of 2 years of maintenance by the Maintenance Agency or till the formation of the organization for the said Project.

## **6.3 Rights of Maintenance Agency:**

It is in the interest of Purchaser(s) to help the Maintenance Agency in effectively keeping the said Premises and Project secured in all ways. Purchaser(s) hereby agree/s that for the purpose of security, the Maintenance Agency shall be free to restrict the entry of visitors, which the security appointed by the Maintenance Agency, feel suspicious. Purchaser(s) hereby agrees to abide by all the rules and regulations framed by the Maintenance Agency from time to time for the upkeep and maintenance of the Project and the said Project.

## **6.4 Right of entry in the said Premises:**

After the possession, Purchaser(s) shall permit Promoters and its surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Premises or any part thereof to view and examine the state and conditions thereof and to make good all defects, decays and repairs in this behalf and also for repairing of any part of the Project and for the purpose of repairing, maintaining, rebuilding,

cleaning, structural strengthening, lighting and keeping in order all services, drains, pipes, cables, water courses, gutters, wires, parts, structures of other convenience in the Project and also for the purpose of laying, maintaining, repairing and restoring drainage and water pipes and electric wires and cables and for similar purposes. In case Purchaser(s) has/have failed to effect repairs despite dispatch of notice of one week contemplated above and Promoters are constrained to effect repairs at its cost, in that event such cost shall be recovered from Purchaser(s). However, in case of exigency situations like fire, short circuits, leakages on the floor above or below etc. Purchaser(s) authorize/s Promoters to break opens the doors/windows of the said Premises and enters into the said Premises to prevent any further damage to the other Premises / Project.

**6.5 Delay/ Failure in payment of Maintenance charges:**

Purchaser(s) agree/s and understand/s that Maintenance Agency appointed by Promoters from time to time and Promoters at their sole discretion can disconnect or keeping in suspension any or all the services and connections if maintenance and/or consumption/usage charges are not paid within prescribed time limit. Any delay in payment of maintenance charges beyond due date shall result in penalty at the rate of 18% per annum of the due maintenance amount.

**6.6 Internal Maintenance:**

The maintenance of Common Areas will be carried out by Promoters/Maintenance Agency for the period of 12 months commencing from obtaining occupancy certificate in respect of the Said Project but those inside the said Premises will be carried out by Purchaser(s) only.

**6.7 Maintenance Accounts:**

The Maintenance Agency shall maintain a consolidated account of the entire amount so collected by it and expenses incurred for the maintenance of said Project. The Maintenance Agency shall provide consolidated account of maintenance of to the Said Organisation and shall simultaneously transfer excess collection or claim deficit, as the case may be.

**6.8 Sub-Letting of the said Premises:**

Purchaser(s) shall take prior permission of Promoters in case of leasing or licensing the said Premises and shall also sign an undertaking to pay the maintenance and any such other charges to be paid pursuant to the terms and conditions of these presents. Purchaser(s) shall submit the copy of the leave and licence / lease agreement along with the police verification of the Licensee /Tenant to the Promoters immediately on sub-letting of the said Premises. After formation of Said Organisation, the Purchaser shall be required to take prior permission from the Said Organisation for Sub-letting the Said Premises.

**ARTICLE 7**

**RIGHTS AND OBLIGATIONS OF PURCHASER(S)**

### **7.1 Compliance of Laws:**

That Purchaser(s) shall comply with all the legal requirements as required for the purchase of immovable property, as and when applicable. Purchaser(s) has specifically agreed with Promoters that the allotment of the said Premises shall be subject to strict compliance of code of conduct and house rules that may be determined by Promoters for occupation and use of the said Premises and such other conditions as per the applicable laws and further Purchaser(s) do hereby confirm and agree to abide by all the rules and regulations of the Maintenance Agency as would be formed later on amongst all purchasers. Purchaser(s) shall abide by all the laws of the land, local laws, rules, notifications etc., at all times, as may be applicable to the transfer of the said Premises and shall be solely responsible for the consequences of non-compliance of the rules and laws of the land, penalty imposed in case of the breach of the same, shall be borne by Purchaser(s) alone.

### **7.2 Loans etc.:**

Purchaser(s) may obtain finance from any financial institution/bank or any other source for purchase of the said Premises at their cost and responsibility. Purchaser(s)' obligation to purchase the said Premises pursuant to this Agreement shall not be contingent on Purchaser(s)' ability or competencies to obtain such financing and Purchaser(s) will always abide and fulfil the terms of the present agreement. Promoters shall not be responsible in any manner whatsoever if any bank/financial institution refuses to finance the said Premises on any ground or revokes the loan already granted. Further, if any bank / financial institution refuses/ makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then Purchaser(s) shall not make such refusal/ delay an excuse for non-payment of any Instalments / dues to Promoters within stipulated time as per the payment plan.

### **7.3 Putting up Sign Board:**

Purchaser(s) undertakes that he shall not put up any name or sign board, neon-light, publicity or advertisement material, hang clothes etc. at the external facade of the Building/s, inside the glass window or, anywhere on the exterior or Common Areas or at any places other than the place specifically designated by the Promoters for commercial users. The Purchaser shall be entitled to display his name plate only at the proper place, provided for the said Premises and in the manner approved by Promoters.

### **7.4 Hazardous Chemicals / Material etc.:**

Purchaser(s) shall not keep any hazardous, explosive, inflammable chemicals / material etc., which may cause damage to the said Project. Purchaser(s) shall always keep Promoters harmless and indemnified for any loss and damages in respect thereof.

### **7.5 Commitment:**

Purchaser(s) agree/s that Purchaser(s) shall from time to time sign all applications, papers, documents, Maintenance Agreement, electricity agreement and all other

relevant papers as required to signed, in pursuance to the transactions and do all the acts, deeds and things as Promoters may require in the interest of Project and for safeguarding the interest of Promoters and / or Purchaser(s) in the Project including in particular, the requirement of the Income Tax Act 1961. In case of Joint Purchaser(s), any document signed/accepted/ acknowledged by any one of the Purchaser(s) shall be binding upon the other.

#### **7.6 Inspection:**

Purchaser(s) undertake/s to permit Promoters or its authorised representative and/or the Maintenance Agency and their authorised representatives at all reasonable hours, to enter the said Premises for the purpose of inspection / maintenance while performing their duty.

#### **7.7 Transfer:**

- (a) The Purchaser shall not be entitled to transfer or assign the Said Premises without prior written permission of the Promoters till the the Organization is duly formed. Any such transfer shall be null and void and the Promoters shall under such circumstances, at their sole discretion entitled to terminate the present agreement. Transfer of booking may be permitted only by prior written confirmation /approval by Promoters, on such terms and conditions and guidelines as it may deem fit by Promoters, subject to clearing all the sums due and payable under the present agreement. However, Purchaser(s) agree/s and undertake/s to execute/ register the deed, document, agreement or writing as may be requested by Promoters to record the transfer as mentioned hereinabove.
- (b) Stamp duty or other charges as may be applicable on any transfer/addition shall be paid by the transferor/transferee. Purchaser(s) shall indemnify and keep indemnified Promoters against any action, loss, damage or claim arising against Promoters for non-payment of such stamp duty and requisite charges.
- (c) The transfer shall be allowed only subject to clearing all the sums that shall be due and payable to Promoters on the date of submission of the request application. Purchaser(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations/transfer.

#### **7.9 Modification in Terms of this Agreement:**

This Agreement shall supersede all previous writing, documents and arrangement between the Parties. The terms and conditions of this Agreement shall not be changed or modified, except by written amendments duly signed by the Parties.

#### **7.10 Registration under Real Estate (Regulation of Development) Act, 2016:**

It is agreed by and between the parties that, Promoters shall be applying for the registration of Project under the provisions of Real Estate (Regulation of Development) Act, 2016. If there is any change in the structure of this Agreement in terms including but not restricted to amendments to RERA carpet area etc., then all the recommendations which need to be incorporated shall be so incorporated in this Agreement/ or a revised agreement will be executed and Purchaser(s) have no

objection to the same as long as the transaction to the said Premises applied for and other terms and conditions remain the same. It may involve restructuring/ or rewriting of the agreement for compliance of the terms, act, bylaws of the said.

**7.11 Installation of Window Antenna:**

Purchaser(s) agree/s not to fix or install any window antenna on the roof or terrace or external facade of the said Project except by the prior sanction of Promoters / the said Organisation and at places earmarked by Promoters.

**7.12 Uses as Per Sanctioned Building Plans:**

It is clearly understood and agreed by Purchaser(s) that the said Premises shall not be used for any purpose other than for sanctioned/ authorised purpose as per sanctioned plan and shall not be used in any manner that may cause nuisance or annoyance to occupants of other premises. Purchaser(s) hereby agrees to indemnify Promoters and / or their agents against any action, damages or loss caused on account of any misuse and the same shall be at risk and responsibility of Purchaser(s) and any consequences arising there from shall be borne by Purchaser(s) alone.

**7.13 Applicability of Provisions:**

It is clearly understood and agreed by and between the parties that all the provisions contained herein and the obligation arising hereunder in respect of the Project shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and/ or subsequent purchaser(s)/assignees/nominees of the said Premises as the said obligation go alongwith the Project for all intents and purposes.

**7.14 Mischief:**

Purchaser(s) shall not create any mischief and shall not do any act or omission which could disturb the peace, serenity, tranquillity of the said Premises or of other occupants.

**ARTICLE 8**

**RIGHTS AND OBLIGATIONS OF PROMOTERS**

**8.1** The Promoters proposes to develop the Said Property consisting of single building with ground/stilt and up to 11 upper floors as the first phase of project **Orchid**. Accordingly the Promoters have got the lay out for building to be constructed on the Said Property, sanctioned by the Planning Authority and/or Local Authority. The Promoters proposes to sell the different premises in the said proposed building in the said Complex to the prospective Purchaser/s thereof on ownership basis and to form and register Co-Operative Housing Societies or condominium of apartments under Apartment Ownership Act, 1970.

**8.2 Formation of Company or Co-operative Society or condominium of Apartment:**



The Promoters may form and register Company or Co-Operative Housing Society of the Purchaser(s) of the Premises in the Said Project (hereinafter referred to as **“Said Organisation”**).

### **8.3 Right of Way:**

The Promoters shall have full and unfettered right to grant to any of the occupants of any other building/s standing on any plot/s adjacent to and/or in the vicinity of the Said Property Right of Way inter alia on the Said Property and/or any part thereof even after formation of said organization as is hereby envisaged and/or after execution of a conveyance of the Said Property and/or any part thereof as is hereby envisaged and the Purchaser(s) either individually or collectively as a member of any said organization shall not object to any such arrangement on any ground whatsoever.

### **8.4 Rules, Regulations and By-Laws of Said Organisation:**

The Said Organisation shall be entitled to frame such rules, regulations and by-laws for the effective maintenance/management of the infrastructure as the governing body and the same shall be binding and shall have full effect and full force against the societies formed of the Purchaser(s) of buildings constructed on the Said Property including its members and others as aforesaid. Any contravention/violation of the said rules, regulations or bye-laws as framed by the Said Organisation by their members or others shall be liable to such action as stated in the said rules, regulations and bye-laws or as the Said Organisation may determine from time to time. The Said Organisation shall unconditionally accept and adopt such guidelines as framed by the Promoters. The Purchaser(s) hereby agrees, confirms and undertakes to pay such monthly charges as may be determined by the Said Organisation from time to time for the maintenance, upkeep, repairs and replacements and/or renovation of such infrastructure facilities as mentioned hereinabove. The Purchaser(s) has/have entered into this Agreement after having understood the above arrangement and the Purchaser(s) shall not be permitted to question or in any way dispute the said arrangement as stated hereinabove or with regard to the constitution and formation of the Said Organisation and the said arrangement shall be final and binding on the Purchaser(s). It is further agreed, accepted and confirmed by the Purchaser(s) that until the Said Organisation is formed and constituted for the maintenance and management of the infrastructure as mentioned hereinabove the Promoters have granted the Maintenance Agency shall manage and maintain the said infrastructure facilities as mentioned hereinabove in the manner they may deem fit and for that purpose the Maintenance Agency shall be entitled to lay down such terms and conditions as regards payment by the Purchaser(s) of Premises in the Said Project regarding monthly maintenance charges or otherwise to enable the said the Maintenance Agency to effectively maintain the said infrastructure facilities. In the event the Purchaser(s) fail to abide by the terms and conditions as laid down by the Promoters, the same shall be deemed as a breach of the terms of this agreement and thereupon the Promoters shall have the right to avail of the remedies under the law and as per the terms of this Agreement, even though the Purchaser(s) shall not have taken possession of the said Premises and the Purchaser(s) shall not have paid the consideration amount and all other dues under the said Agreement. The cost for formation of the Said

Organisation will be collected and paid to the Maintenance Agency in advance from each of the said organization of the respective individual building/s.

**8.5 Conveyance:** The Said Property with the said Building shall be conveyed or caused to be conveyed in favour of said organization to be formed for the said Complex. Until such Conveyance is executed, the right of the Purchaser(s) shall be confined only to the respective premises and the Purchaser(s) and/or the said organization to be formed for the purpose of the said Building shall have no right on any portion of the Said Property. The conferment of right shall take place only in respect of the Said Property and the said Building in favour of the said organization thereof on the execution of the Conveyance in its favour as aforesaid. Unless all the Purchaser(s) of flats, shops and other premises etc. have paid all their dues including their contribution for Stamp Duty and Registration Charges payable on such conveyance/s as the case may be, to the Promoters, the Promoters shall not be bound to execute or cause the conveyance to be executed in favour of the said organization as the case may be.

**8.6 Raising of funds:**

- (a) Purchaser(s) hereby declare/s and confirm/s that Promoters have prior to the execution hereof, specifically informed Purchaser(s) that:- Promoters may enter into an arrangement with certain Banks and Financial Institutions (hereinafter collectively referred to "the said Banks"), under which the present project finance shall be restructured or taken over by the Said Banks or the Promoters may apply for new loan after closure of existing project finance from said Banks to facilitate development of said project undertaken and carried on by it, and as security for repayment of loans which may be advanced to Promoters by the said Bank, Promoters creates or causes to be created mortgages/charge on the unsold constructed premises thereon in favour of Said Banks, and the securities created in favour of the said Banks may be substituted from time to time;
- (b) Promoters specifically reserves the right to offer and to create charge on Project (except the said Premises) for obtaining development, construction and other finance from credit/financial institution, bank or other person/body that has already or may hereafter advance credit, finance or loans to Promoters and Purchaser(s) shall give his/her/ their/its consent and permission to Promoters for doing the same. Purchaser(s) whenever asked in support of by Promoters in this regard shall give and grant to Promoters, his/her/their/its specific, full, free and unqualified consent and permission for doing the same.

**8.7 Telecommunication, DTH, cable and Internet Services etc.:** It is agreed between the Parties that to ensure uniformity and minimal interference with structures, ducting, internal cabling etc. in the Project, it is agreed that Promoters shall regulate the entry of telecom DTH, cable and Internet Services agency/services in the Project till formation of Said Organisation.

**8.8 Others:**

- a) In case during the course of construction and/or after the completion of the Project, further construction on any portion of vacant land or building or terrace becomes

possible, Promoters shall have the exclusive right to take up or complete such further construction. In such a situation, the proportionate share of Purchaser(s) in Said Property and/or in the Common Areas and facilities shall stand varied accordingly. The Promoters also intends to identify certain portion of top floor/terrace as open Cafeteria and same can be sold to intending Purchaser for the specific purpose. The Purchaser(s) has no objection and they have given their consent to such construction by Promoters.

- b) In the event of paucity or non-availability of any material Promoters may use alternative materials/ article but of similar good quality. Decision of Promoters on such changes shall be final.
- c) The Promoters shall be entitled to allot any portion of the Said Property or portion of common area or amenities to the utility supplier for the purpose of setting up electric transformer, communication or data antenna, or for any other utility services.

#### **8.9 Rights to Common Area and Amenities:**

The Purchaser(s) shall have no claim save and except to the said Premises hereby agreed to be purchased by him/her/them and all other portion of the said building shall remain the property of the Promoters until transfer thereof to the Said Organisation or the sale of the last premises by the Promoters whichever is later. The Purchaser(s) shall have no claim upon the open spaces, parking spaces, (other than unless specifically allotted by the Promoters lobbies, terrace, open area of the property to such society of the Purchaser(s) of all the premises or the sale of the last premises by the Promoters whichever is later and thereafter to such society.

#### **8.10 Part Occupancy Certificate:**

The Promoters shall be at liberty and entitled to complete any part/portion/floor of the said Project and apply for and obtain part occupancy certificate thereof and give possession thereof to the Purchaser(s) of the said Premises therein and the Purchaser(s) herein shall not object to the same. In such event, however, if the Purchaser(s) take/s possession of his premises in such part completed portion of the Project and the remaining work is carried on by the Promoters or their agent or contractors with the Purchaser(s) occupying his premises, the Purchaser(s) shall not obstruct or object to the execution of such work, even if the same shall cause any nuisance or annoyance to him or other occupants of the said Premises.

### **ARTICLE 9**

#### **USES**

#### **9.1 Alteration / Demolition / Destruction of Structure:**

- (a) Purchaser(s) undertake/s that he will not alter / demolish/ destroy or cause to demolish/ destroy any structure of the said Premises or any addition(s) or alteration(s) of any nature in the same or in any part thereof. Purchaser(s) shall not harm or cause to harm any damage to the peripheral walls, front, side and rear elevations of the said Premises in any form. Purchaser(s) shall also not change the colour scheme of the

outer walls and painting of exterior side of the door and windows and shall also not carry out any change in the exterior elevation and design and shall not erect any fencing/hedging/grills without the prior permission of Promoters. Purchaser(s) shall not partly / fully remove any walls of the said Premises including load bearing walls/ structure of the same, which shall remain common between Purchaser(s) and the owners of adjacent premises.

- (b) Purchaser(s) shall keep the portion, sewers, drains and pipes in the said Premises and appurtenances thereto in good and tenantable condition, and in particular, so as to support, shelter and protect the other parts of the said Project in which the said Premises is situated, and shall not chisel or in any other manner cause any damage to the columns, beams, walls, slabs or RCC part or other structural changes in the said Premises, without the prior written permission of the Promoters (after conveyance of the Said Property in favour of the Said organization) and wherever necessary, without the prior written permission of the concerned government, local and public bodies and authorities; and licensed structural engineer in case of modifications /alterations to structural members.
- (c) No request for modification or change in the exterior facades and no internal structural changes of the said Premises will be permitted. No reimbursement or deduction in the value of the said Premises shall be considered by Promoters, in case Purchaser(s) desire/s (with prior written approval/consent of Promoters) to do some works /install some different fittings/floorings etc. on their own within the said Premises and request Promoters not to do such work/install fittings/floorings etc. within the said Premises.

#### **9.2 Blockade or Hindrance to Common Passages, Veranda or Terraces:**

Purchaser(s) shall not use the said Premises in the manner, so as to cause blockade or hindrance to common passages, veranda or terraces. No common parts of the said Project will be used by Purchaser(s) for keeping / Chaining Pets / Animals, Birds or storage of cycles, motorcycles, waste / refuse, Shoe rack; nor the common passages shall be blocked in any manner.

#### **9.3 Nuisance:**

Purchaser(s) shall not be allowed to do any activity, which may be objected by the other residents, such as playing of high volume music, loudspeaker or any activity which spoils the decorum or decency or beauty of the Project including defacing of common walls, lifts or throwing or dumping of refuse / garbage, which could be subject to fine or penalties as per the laws of the land, as applicable from time to time.

#### **9.4 Possession of Common Areas:**

Purchaser(s) shall have no right to claim partition of the Said Property and/or Common Areas / facilities and the said Premises is not divisible. The possession of Common Areas will always remain with Promoters and/or the Maintenance Agency appointed by Promoters and is not intended to be given to Purchaser(s) except a limited right to user subject to payment of all charges. After formation of Said Organisation, the common areas and amenities shall vest in the Said Organisation.

## **ARTICLE 10**

### **INDEMNITY**

#### **10.1 Special, Consequential or Indirect Loss:**

Purchaser(s) acknowledges that Promoters shall not be liable to Purchaser(s) for any special, consequential or indirect loss arising out of this Agreement. Purchaser(s) further indemnifies Promoters of any damage caused to the said Premises/ the said Project, while performing the alteration by him/ her/ them or his deputed personnel.

#### **10.2 Abidance by Terms and Conditions:**

Purchaser(s) hereby agree/s that he shall abide by the terms and conditions of this Agreement and the applicable laws and should there be any contravention or non-compliance of any of the provisions of this Agreement, Purchaser(s) shall be liable for such act, and if any loss is occasioned to Promoters, Purchaser(s) shall indemnify Promoters for such loss.

#### **10.3 Furniture and Interior Decoration:**

The Purchaser shall be required to seek specific permission from the Promoters for pre possession or post possession furniture and interior decoration activities, and such permission request shall contain plan of such furniture and Interior decoration activities and all the concerned technical specifications thereof alongwith name of contractor/s and their contact details. The Purchaser shall not be entitled to carry out any structural alterations or any other modifications of civil nature in the Said Premises without prior written permission of the Promoters. The Purchaser may be required to deposit certain security amount with the Promoters, quantum of which shall be determined by the Project Engineer of the Promoters on the basis of nature of alteration and modifications. After completion of such furniture and Interior decoration activities, the Project Engineer of the Promoters shall verify the furniture and Interior decoration work. Upon satisfaction of having carried out the work strictly in consonance with the plans approved by the Promoters, the purchaser shall be entitled to receive refund of security deposit. After formation of the Said Organisation, the Purchaser shall be required to obtain previous permission for furniture activities from the Said Organisation. The Purchaser shall be required to pay reimbursement of expenses incurred by the Promoters or Said Organisation, as case may be, for rectifying the unauthorized construction/alterations, damage to the structure, other defects arising out of negligence or poor workmanship.

#### **10.4 Further Covenants:**

Purchaser(s) hereby covenant/s with Promoters to pay from time to time and at all times, the amounts which Purchaser(s) is liable to pay as agreed herein and to observe and perform all the covenants and conditions of booking and sale. Purchaser(s) hereby covenant/s to keep Promoters and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performances of the said covenants and conditions and also against any loss or damages that Promoters may suffer as a result of non-payment, non-observance or non-performances of the said covenants and conditions by Purchaser(s).

## **ARTICLE 11**

### **INSPECTION**

After handing over possession of the said premises by the Promoters in favour of the Purchaser(s), Promoters or its Authorised Representative shall have the right from time to time during the business hours and otherwise on any working day or on a holiday, with prior notice in writing to Purchaser(s), to enter upon the said Premises for the purpose of inspecting the services in the said Premises and for carrying out maintenance work in the said Premises.

## **ARTICLE 12**

### **AGREEMENT FOR SALE**

#### **12.1 Stamp Duty and Registration Charges:**

The stamp duty, registration fee/ charges and other expenses paid on the execution of this Agreement shall be borne by Purchaser(s).

#### **12.2 Prior Permission:**

Purchaser(s) shall not assign, transfer, lease or part with possession of the said Premises without prior written permission of the Promoters. Purchaser(s) undertakes that he shall not divide/ sub-divide/ amalgamate the said Premises without the prior consent of Promoters.

## **ARTICLE 13**

### **SETTLEMENT OF DISPUTES**

#### **13.1 Mutual Discussion:**

All or any disputes arising out or touching upon or in relation to the terms of the application, 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.

#### **13.2 Arbitration:**

All disputes or differences whatsoever which shall at any time hereafter (whether during the continuance of this Agreement or upon or after its discharge or determination) arise between the parties hereto or their respective heirs, legal representatives, successors-in-title, transferees and assigns (as the case may be), touching or concerning this Agreement or its construction or effect, or as to the rights, duties, obligations, responsibilities or liabilities of the parties hereto or any of them, under or by virtue of these presents or otherwise, or as to any other matter in any way connected with or arising out of or in relation to the subject matter of contained in these presents, shall be referred to arbitration in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. The reference shall be made to single arbitrator. The award of the arbitrator shall be final and binding on the parties

to the reference. The arbitration proceedings shall be held in Thane only. The proceedings shall be conducted in English language.

## **ARTICLE 14**

### **NOTICE**

#### **14.1 No Obligation:**

It is clearly agreed and understood by Purchaser(s) that it shall not be obligatory on the part of Promoters to send reminders regarding the payments to be made by Purchaser(s) as per the Payment Plan or obligations to be performed by Purchaser(s) under the terms and conditions of this Agreement or any further document signed by Purchaser(s) with Promoters.

#### **14.2 Communication Address:**

Purchaser(s) shall get registered his/ her/ their communication address and email address with Promoters and it shall be the sole responsibility of Purchaser(s) to inform Promoters about all subsequent changes, if any, in his/ her/ their e-mail address, postal address, by registered letter and also obtain a formal specific receipt of the same, failing which all communications/ letters posted at the first registered address/ postal address will be deemed to have been received by Purchaser(s) at the time, when those should ordinarily reach such address and he/ she shall be responsible for any default in payment and other consequences that might occur there from. In all communications, the reference of the said Premises must be mentioned clearly.

#### **14.3 Communication Mode:**

Promoters will communicate with Purchaser(s) mainly through official e-mail address. Purchaser(s) may communicate with Promoters using officially notified e-mail id. All Notices/ Letters of communication to be served on Purchaser(s) as contemplated by this Agreement shall be deemed to have been duly served, if sent to Purchaser(s) or to the Second Purchaser in case of more than one Purchaser at the postal address or official e-mail address given by Purchaser(s). However, any change in the address of Purchaser(s) shall be communicated to Promoters through registered post within 7 (Seven) days of such change. In case there are joint Purchasers all communication shall be sent by Promoters to Purchaser(s) whose name appears first, at the postal address/official e-mail address given by him for mailing and which shall for all purpose be considered as served to all Purchaser(s) and no separate communication shall be necessary to the other named Purchaser.

### **THE FIRST SCHEDULE HEREIN ABOVE REFERRED TO:**

#### **(Said Entire Property)**

ALL THOSE pieces and parcels of land bearing Survey no. 378/1+2+3+4, admeasuring 1920 Square meters, Situate at Village Majiwade, Taluka and District Thane within the

Registration District and Sub-District of Thane and also within the limits of Thane Municipal Corporation ("TMC") bearing and bounded as shown in village map.

**SECOND SCHEDULE**  
**(Said Property)**

ALL THOSE pieces and parcels of Plot A bearing Survey No. 378/1 forming a part of the Said Entire Property admeasuring 920 Square meters, Situate at Village Majiwade, Taluka and District Thane within the Registration District and Sub-District of Thane and also within the limits of Thane Municipal Corporation ("TMC") bearing and bounded as shown in the sanctioned plan.

**THIRD SCHEDULE**  
**(Description of the Said Premises)**

Residential Flat No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square meters Carpet area (as defined under RERA) along with \_\_\_\_\_ square meters enclosed balcony and attached open balcony/Terrace admeasuring \_\_\_\_\_ square meters and \_\_\_\_\_ square meters cupboard area on the \_\_\_\_\_ floor in the Project **“ORCHID”**.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEAL TO THESE PRESENTS ON THE DAY, MONTH and YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESS:**

**SIGNED AND DELIVERED** )  
by the withinnamed )  
**“PROMOTERS”** )  
**M/s. Mehta Realtors** )  
through its partner )  
**Mr. Jitendra Mohanlal Mehta** )  
in the presence of .....

- 1)
- 2)

**SIGNED AND DELIVERED** )  
For the withinnamed **Purchaser(s)** )  
\_\_\_\_\_)  
\_\_\_\_\_)



In the presence of witnesses;

1. \_\_\_\_\_ )

2. \_\_\_\_\_ )

**LIST OF ANNEXURE**

- 1. **Annexure A** Non- Agricultural permission
- 2. **Annexure B** Commencement Certificate
- 3. **Annexure C** Revised layout
- 4. **Annexure D** Floor plan
- 5. **Annexure E** Certificate of Title & 7/12 extract
- 6. **Annexure F** No Objection Certificate
- 7. **Annexure G** Internal amenities
- 8. **Annexure H** External amenities
- 9. **Annexure I** Payment plan