Agreement for Sale
Sanghvi S3 EcoCity

THIS AGREEMENT is made and executed at Mumbai/Thane, on this ____________ day of __________________________ in the Christian Year ___________________:

BETWEEN

M/s. Sanghvi Premises Private Limited a Company incorporated under the provisions of Companies Act, 1956 and deemed to have been incorporated under the provisions of Companies Act, 2013, having its registered office at First Floor, Sanjana Mansion, Near Hotel Nagina, Dr. B.A. Road, Byculla (E), Mumbai- 400 027, hereinafter referred to as **"Promoters"** (which expression shall unless repugnant to the context or meaning thereof, shall mean and include its successors and assigns) of the **ONE PART;**

AND

MR./MRS.____

____

____, Indian Inhabitant/s, having his/her/their address____

____

____

________________________________hereinafter referred to as "**the Purchaser/s**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and assigns) of the **OTHER PART;**

The Promoters and the Purchaser/s shall hereinafter individually referred to as "**a Party**" and collectively as "**The Parties**".

WHEREAS:

i. Originally one ChandrasenChimanlalZaveri (since deceased) (hereinafter referred to as the "**First Original Owner**") was the owners of and otherwise well and sufficiently entitled to all that pieces and parcels of agricultural land situated at Village Mira, Taluka Thane, District Thane admeasuring 51,495.81 square meters respectively and more particularly described Firstly and Secondly in the **First Schedule** hereunder written (hereinafter referred to as "**the said Property**");

ii. On death of late ChandrasenChimanlalZaveri on 27th July, 1966, the said property was devolved upon his wife, son and daughters (a) Smt. NitinaChandrasenZaveri (b) Mr. AshishChandrasenZaveri(c)Ms. ShaliniChandrasen alias Mrs. ShaliniSubahuZaveri, (d) Ms. AmeetaChandrasen alias Mrs. Ameeta Bharat Bhate, (e) Mrs. YaminiRamnikKapadia and (f) Ms. NanditaChandrasen alias Mrs. NanditaPravin Desai and they became the sole and absolute owners and/or seized and possessed off and/or otherwise well and sufficiently entitled to the said property each having 1/6 undivided share therein;

iii. Further on 17th January 1995 Smt. NitinaChandresenZaveri the "**second original owner"** died. Prior thereto she left her last will and testament dated 13th July, 1990, whereunder she bequeathed her undivided 1/6 share in the said property unto her son Mr. AshishChandrasenZaveri. The said Will is not probated and (a) Mr. AshishChandrasenZaveri, (b) Ms. ShaliniChandrasen alias Mrs. ShaliniSubahuZaveri (c) Ms. AmeetaChandrasen alias Mrs. Ameeta Bharat Bhate, (d) Mrs. YaminiRamnikKapadia and (e) Ms. NanditaChandrasen alias Mrs. NanditaPravin Desai have decided not get the said Will probated. (a) Mr. AshishChandrasenZaveri, (b) Ms. ShaliniChandrasen alias Mrs. ShaliniSubahuZaveri (c) Ms. AmeetaChandrasen alias Mrs. Ameeta Bharat Bhate, (d) Mrs. YaminiRamnikKapadia and (e) Ms. NanditaChandrasen alias Mrs. NanditaPravin Desai have accepted the said Will;

iv. In the circumstances (a) Mr. AshishChandrasenZaveri, (b) Ms. ShaliniChandrasen alias Mrs. ShaliniSubahuZaveri (c) Ms. AmeetaChandrasen alias Mrs. Ameeta Bharat Bhate, (d) Mrs. YaminiRamnikKapadia and (e) Ms. NanditaChandrasen alias NanditaPravin Desai became the owners (hereinafter known as **"Third Original Owners"**) and entitled to the said property, having following undivided shares therein;

a.	Mr. AshishChandrasenZaveri	2/6
b.	Ms. ShaliniChandrasen alias Mrs. ShaliniSubahuZaveri	1/6
c.	Ms. AmeetaChandrasen alias Mrs. Ameeta Bharat Bhate	1/6
d.	Mrs. YaminiRamnikKapadia	1/6
e.	Ms. NanditaChandrasen alias Mrs. NanditaPravin Desai	1/6

v. The Promoters approached the Third Original Owners and offered to acquire inter-alia the development rights in respect of the undivided shares of the Third Original Owners in the said property on as is where is basis and to execute one or more Deed of Conveyance in respect of the said property any time later at request of the Promoters. The Third Original Owners accepted the offer and agreed to grant the same to the Promoters.

vi. Accordingly, by two of the Development Agreement dated 30th August 2006 duly registered with the Sub – Registrar of Assurance at Thane under Serial No. TNN7-06968-2006 (**"First development agreement"**) and under Serial No. TNN7-06969-2006 on 30th August 2006 (**"Second development agreement"**) executed between the Third Original Owners and the Promoters the Third Original Owners granted development rights in respect of the said property unto and in favour of the Promoters. The first development agreement and the second development agreement shall hereinafter be collectively referred to as **"Development Agreement")**. Pursuant to the aforementioned two Development Agreement dated 30th August 2006, the owners also executed irrevocable Power of Attorney dated 30th August, 2006 registered with the Sub – Registrar of Assurance at Thane under Serial No. TNN7-06970 -2006 in favour of the Promoters and its directors;

vii. By an Agreement for Sale dated 4th September, 2006 the Third Original Owners have sold, transferred and assigned the said property unto and in favour of the Promoters herein. The said Agreement for Sale was not registered.

viii. TheAddl. Collector & Competent Authority, Thane Urban AgglomerationvideOrder bearing no. T.A./T-4/Mira/SR-323 dated 29th October, 2007 under provisions of section 8(4) of the Urban Land (Ceiling and Regulation) Act, 1976 declared surplus area and vide further Order bearing No. ULC/TA/ ATP/WSHS-20/SR-1851 dated 1st November, 2007 under provisions of Section 20 of the Urban Land (Ceiling and Regulation) Act, 1976 granted exemption to the surplus area (hereinafter referred to as the **"ULC Order"**) for development of said property, a copy of which is annexed hereto and marked as **Annexure "1";**

ix. The Addl. Collector, Thane vide Order bearing No. Rev/K-1/T-1/NAP/SR-476/2008 dated 19th September 2008 have granted N.A. permission in respect of the said property, a copy of which is annexed hereto and marked as **Annexure "2";**

x. By an Indenture of Conveyance dated 20th January 2012 as registered with the Sub-Registrar of Assurances at Thane under Serial No. TNN/7/439/2012 dated 21st January 2012 executed between the Owners, therein referred to as Vendors and the Promoters, therein referred to as Purchasers, the Vendors therein granted, sold, assigned, released, conveyed and assured in favour of the Purchasers therein, the said property more particularly described firstly and secondly in the First Schedule hereunder written, then admeasuring 51,495.81 square meters situate, lying and being at Village Mira, Taluka Thane, District Thane;

xi. Out of the said property, vide reservation no.370 an area admeasuring 7244.88 square metersand vide reservation no.368an area admeasuring 8981.93 square meters i.e., aggregate area admeasuring 16226.81 square meters is reserved for Garden; an area admeasuring 8890.50 square meters is reserved for Road and vide reservation no.369 an area admeasuring 1204.60 square meters is reserved for school in the development plan for city of Mira Bhayander(hereinafter referred to as **"said reservations"**). The Promoters are entitled to TDR against handover of the said reservations which Promoters are entitled to utilize on the said property or portion/part/plot thereof and/or shall be entitled to sell.

xii. The Promoters obtained I.O.D. permission from Mira Bhayander Municipal Corporation (hereinafter referred to as **"Corporation"**) vide letter bearing no.MB/MNP/NR/1687/ 2008-09 dated 30th July, 2008 and further got the entire layout plans for development of various buildings and other amenities on the said property prepared through their Architects and structural engineers and submitted the same to the Corporation for its approval, which is duly approved by the Corporation vide Commencement Certificate bearing No. MB/MNP/ NR/3531/2008-09 dated 29th December, 2008 and further submitted amended plans & obtained approvals to amendments vide (a) Commencement Certificate no. MB/MNP/NR/ 813/2012-13 dated 17th May, 2012 (b) Commencement Certificate no. MB/MNP/NR/3544/2013-14 dated 13th December, 2013 (c) Commencement Certificate no. MB/MNP/NR/5342/2015-16 dated 19th March, 2016. The Promoters through their Architects and structural engineers are in the process of preparing and submitting to the Corporation further amended plans for approval from the Corporation. The Promoters are carrying out the construction of the building/s in accordance with the Commencement Certificate no. MB/MNP/NR/3544/2013-14 dated 13th December, 2013. Annexed and marked herewith as **Annexure "3"** is copy of the Commencement Certificate.

xiii. By virtue of the said Development Agreement and Permissions/ Sanctions / Approvals,thePromoters became entitled to construct new buildings on the said property by consuming and / or loading the entire F.S.I./ T.D.R. and any additional F.S.I. benefit by whatsoever name called and sell premises and other tenements to such persons and on such terms as it may deem fit. In these circumstances, the Promoters proposed to develop various buildings etc. on the said property in phases and to sell on ownership basis, flats, commercial premises, and other premises therein.

xiv. The name of the project being constructed by the Promoters on the said property is "Sanghvi S3 Ecocity" *(formerly known as "SanghviEcocity"and changed to "Sanghvi S3 Ecocity")* (hereinafter referred to as "**the said project**") which shall be developed in 6 phases i.e., (a) Phase I – comprising of 3 Buildings namely Spring A, B and C Wings on Plot A of the said property which is completed and the Occupation Certificate of which has been obtained, (b) Phase II- comprising of 2 Buildings namely Woods A and B Wings on Plot A of the said property (c) Phase III – comprising of 2 Buildings namely Orchid A and B Wings on Plot B of the said property (d) Phase IV – comprising of 1 Building namely Blossom on Plot A of the said property and (e) Phase V – comprising of 1 Building namely Daffodil on Plot C of the said property and(f) Phase VI – comprising of such further development as may be undertaken by the Promoters as per best recourse available on portion of Plot B which is presently covered by encroachments, which development shall be provided suitable access.

xv. The Promoters have constructed Club House in accordance with the sanctioned plan which is situated on Plot A of the said property, which shall remain as a common amenity for the said project Sanghvi S3 Ecocitymemberresidents. Part Portion of the said property is reserved for School under reservation no.369, which the Promoters may handover to the Corporation and be entitled to TDR against handover of the same which TDR may be utilized/sold by the Promoters OR the Promoters may develop the said reservation portion;

xvi. The Promoters represent that, there are no litigations pending in respect of the said property.

xvii. On 7th September 2015 Promoters and ICICI Home Finance Company Limited ("ICICI HFC") have entered into a Term Loan Agreement. Pursuant to the said Term Loan Agreement, Promoters have, inter alia, mortgaged the saleable portion being part of the said Property and building being constructed on the said portion of the said Property in favour of ICICI HFC as a security for repayment of the amounts payable to ICICI HFC. In this regard, a Indenture of Mortgage dated 7th September, 2015 is executed between the Promoters and ICICI HFC and registered with the Sub-Registrar of Assurances under Serial No. TNN7-6549-2015;

xviii. At the instructions of the Promoters, K.S.V. Rao, Advocate, High Court, have investigated the title of the Promoters for development of the said property and issued his Title Certificate dated 2nd September, 2006 and further investigated the title of the Promoters as the Owners of the said property and issued Title Certificate dated 2nd June, 2016

xix. The Promoters have appointed M/s. Archtype Consultants as Concept Designs Architect and M/s. BAC Planners & Engineers Pvt. Ltd. of Concept Designs, Architect registered with the Council of Architects as the Project Architect for the said property by executing necessary Agreement with him and such Agreement is as per the Agreement prescribed by the Council of Architects and have also appointed M/s. BAC Planners & Engineers Pvt. Ltd. as the Liaison Architect for the project;

xx. The Promoters have appointed structural Engineers M/s. Ascent Consulting Engineers and M/s. Protech Consultants as the Consultants for the preparation of the structural designs and drawings of the said property;

xxi. The Purchaser/s demanded from the Promoters and the Promoters have given inspection to the Purchaser/s of all the documents of title relating to the said property including all documents mentioned in the recitals hereinabove and also given inspection of the plans, designs and specifications prepared by the Promoters, Architects, the Certificate of Title, revenue records and all other documents as specified under the RERA and the rule made there under, Copies of the title certificates of Advocate Shri. K.S.V. Raoare annexed hereto and marked **Annexure "4".**

The copies of revenue records/ latest 7/12 Extractare annexed hereto and marked **Annexure "5"**;

xxii. The Promoters have got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building/s.

xxiii. The Promoters, pursuant to the permissions granted by the Corporation have commenced development/ constructions of Buildingsin the project("**the proposed Building/s**") on the said Property as mentioned hereinafter, in accordance with the sanctioned plans and permissions and/or to be sanctioned or approved by the planning authority in respect of the said project disclosed by the Promoters.;

xxiv. It is clarified that the development potential available to the said Property and as may become available hereafter (including *inter alia* due to acquisition and/or amalgamation of additional lands as elaborated herein), permits construction on the said Property of the Proposed Buildings as aforesaid. It is clarified that the stage wise or phase wise development and construction approvals as have been obtained and as shall be obtained by the Promoters hereafter, shall not be deemed to be a restriction or a fetter or a disentitlement on the ability and authority of the Promoters to apply for and obtain further approvals for construction on the said Property. Accordingly, pursuant to commencing construction of the Proposed Buildings and pursuant to the execution hereof, the Promoters shall be making additional applications to the Corporation / Planning and other concerned authorities from time to time for approvals for extension of the Proposed Buildings by adding floors therein or by construction on the said Property of additional structure/s as may be permissible so as to be able to effectively consume and utilize the entire development potential as may be available in respect of the said Property.

xxv. It is further clarified that although the Promoters have envisaged a broader scheme of development and construction, considering the fact that the Planning Authority has presently granted approvals for only a part of the presently available development potential of the said Property; the Promoters shall from time to time accordingly be making applications to the Planning Authority for amendments to the approved plans and for issuance of further approvals such that the entire available development potential of the said Property is completely consumed in the course of development and construction of the Proposed Buildings and/or additional structure/s on the said Property and accordingly, the plans for construction of the Proposed Buildings on the said Property are subject to further modifications and shall make other requisite applications to obtain such other permissions and sanctions required for the development and construction of the proposed buildings and/or the additional structure/s on the said property.

xxvi. It is further clarified that in the course of construction of the Proposed Buildings, the Promoters shall be consuming on the said Property maximum permissible FSI (by whatever named called) and development potential including but not limited to the following:

a. Entire development potential available for consumption on the said Property by way of the FSI emanating from the said Property in the form of base land FSI, which can be consumed free of costs thereon;

b. Entire development potential available for consumption on the said Property by way acquiring of FSI by way of payment of premium to the Government of Maharashtra or any other statutory authorities including but not limited to the Planning Authority including, inter alia, the Premium FSI;

c. Entire development potential available for consumption on the said Property by way of loading TDR, if any, on the said Property;

d. Entire development potential by way of FSI or TDR as may become available to the Promoters for utilization on the said Property by virtue of the Promoters handing over any reserved areas (as elaborated hereinafter) forming part of the said Property to the Government of Maharashtra or to any other concerned authorities;

e. Entire development potential as may become available for consumption on the said Property by virtue of acquisition of additional land or rights therein by the Promoters in the vicinity of the said Property and by amalgamating the development potential of the said Property with such other additional lands;

xxvii. The Purchaser/s has/have approached the Promoters for acquiring a Flat /Shop bearing No.____________ admeasuring _________ square meters of Carpet Area (as per RERA) on ________ Floor in Woods Building (Building No._____ of Plot A on the said property) in the said project namely "Sanghvi S3 Ecocity" as more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as "**the said Premises**"). The said Premises is shown as marked in hatched lines on the typical floor plan annexed hereto as **Annexure "6".** The Purchaser/s are aware that, though the attached area to the said premises shall be provided to exclusive use & occupation by the Purchaser/s, same is not being charged to the Purchaser as same is free of FSI and that as such the consideration agreed to be paid by the Purchaser/s under this Agreement does not include charges for the attached area to the said premises and such consideration is only for the carpet area of the said premises;

xxviii. The Promoters are in the process of entering into several Agreements similar to this Agreement (which drafts may change from time to time depending on further approvals, as may be obtained by the Promoters for construction on the said property as recited above) with various parties, who may agree to take and acquire premises or the additional structure/s to be constructed on the said Premises on ownership basis, subject to such modifications as may be deemed necessary, considerable, desirable or proper by the Promoters, with view that ultimately the purchasers/occupants of the various premises in the Proposed Building/s/Structures shall form themselves a Co-operative Housing Society or a Condominium of Apartment Owners or a Limited Company or any other body of purchaser/s (hereinafter referred to as "**said Body**")as may be permissible to be formed under the provisions of Rule 9(1) of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate projects, Registration of Real estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 ("RERA Rules");

xxix. On or before the execution of these presents the Purchaser has paid to the Promoters the agreed advance money or as an Earnest Money Deposit (the payment and receipt whereof the Promoters doth hereby admit and acknowledge) towards Purchase Price of the said Premises agreed to be sold to the Purchaser and the Purchaser has agreed to pay to the Promoters balance of the Purchase price and other agreed Cost, Charges, Fees, Deposits Taxies and Expenses in the manner hereinafter appearing;

xxx. The Promoters have registered the project under the provisions of Real Estate (Regulation and Development) Act 2016 ("**RERA**") with the Real Estate Regulatory Authority at Mumbai bearing ***Registration No.P51900006575***. A copy whereof is annexed hereto as **Annexure "7";**

xxxi. Under Section 13 of the RERA, the Promoters are required to execute a written Agreement for Sale of the said Premises to the Purchaser, being in fact these presents and also to register the said Agreement under the Registration Act, 1908.

xxxii. The list of Annexures attached to this Agreement is stated herein below:

Annexure **"1"**	Copy of ULC Order;
Annexure **"2"**	Copy of NA Permission;
Annexure **"3"**	Copy of the Commencement Certificate;
Annexure **"4"**	Copy of Title Certificates;
Annexure **"5"**	Copy of 7/12 Extract;
Annexure **"6"**	Copy of Typical Floor Plan;
Annexure **"7"**	Copy of RERA Registration Certificate;
Annexure **"8"**	Payment Schedule;
Annexure **"9"**	Charges for Development and Betterment Facilities;
Annexure **"10"**	Share Money & Maintenance Charges;
Annexure **"11"**	List of Amenities;

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

1. RECITALS TO FORM AN INTEGRAL PART:

The Recitals, Schedules and Annexures to this Agreement form an integral part of this Agreement and are not repeated in the operative part only for the sake of brevity and the same should be deemed to be incorporated in the operative part also as if the same were set out hereinafter and reproduced verbatim.

2. PROMOTERS TO CONSTRUCT THE PROPOSED BUILDING/S:

The Promoters shall construct and develop the Proposed Building/s and the structure/s as recited above, as sanctioned and/or as may be sanctioned hereafter by the concerned authorities (by virtue of entitlement of TDR and/or increase in the FSI or any additional FSI becoming available for consumption on the said Property as recited above or otherwise howsoever) on the said Property in accordance with the plans, designs, specifications approved by the Planning Authority and any other concerned local authorities and which may further be approved hereafter by the concerned local authorities (for the additional floors or additional structures or additional wings as stated above) and which sanctioned plans as well as the presently envisaged plans have been seen and approved by the Purchaser/s, with such further variations therein as the Promoters may consider necessary or expedient or as may be required by the concerned local authority/the Government to be made in them or any of them. The Purchaser hereby expressly consents under section 14 of RERA to any such variations as if the said variations had been incorporated in the approved plans. The Purchaser confirms that the Promoters have the absolute right to amend and/or modify the said plans for smooth and better development of the property without any reference to the Purchaser.

3. TRANSACTION:

In consideration of the aggregate sum of Rs. ________________________/- agreed to be paid by the Purchaser/s to the Promoters (exclusive of all fees, charges, taxes, levies etc. and other amounts as specifically mentioned herein) in the manner contained in **Annexure "8"** hereto and in consideration of the Purchaser/s agreeing to pay to the Promoters the other amounts as hereinafter mentioned and in further consideration of the Purchaser/s agreeing to abide by the terms, conditions, covenants herein set out and on the part of the Purchaser/s to be observed, performed or complied with, the Promoters hereby agrees to sell to the Purchaser/s and the Purchaser/s hereby agree/s to purchase from the Promoters, the said Premises as more particularly described in the **Second Schedule** hereunder being constructed on the said Property and shown as marked in hatched lines on the typical floor plan annexed hereto as **Annexure "6"** together with all rights of and incidental thereto and together with the right to use and enjoy the limited common areas and facilities and the common areas and facilities in common as specified in Part A and Part B respectively of the **Third Schedule** hereunder written.

i. The Total price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of Goods and Services Tax (GST), or any other similar taxes which may be levied, in connection with the construction of and carrying out the project payable by the Promoters) up to the date of handling over the possession of the said Premises.

ii. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoters undertakes and agree that while raising a demand on the Purchaser for increase in Development Charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the purchaser which shall only be applicable on subsequent payments.

iii. The Promoters shall confirm the final carpet area that has been allotted to the Purchaser 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 per cent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by the Purchaser within 45 days with annual interest at the rate specified in the rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Promoters shall demand the additional amount from the purchaser as per the next milestone of the payment plan. All these monetary adjustment shall be made at the same rate per square meter as agreed in clause (i) of this agreement.

4. DEFAULT OR FAILURE IN PAYMENT OF CONSIDERATION:

Notwithstanding anything contained in this Agreement, it is specifically agreed that time for making payments of the installments as mentioned in **Annexure "8"** and of the other amounts as mentioned in this Agreement is strictly of the essence of this contract and any delay by the Purchaser/s in making the said payment/s shall forthwith renderthis Agreement voidable at the sole and exclusive option of the Promoters without any further act and/or reference and/or recourse to the Purchaser/s and in the event of the Promoters so treating this Agreement void, the Promoters shall be entitled toforfeit 10% of the total consideration to the exclusion of any taxes& statutory paymentsand retain and/or appropriate any interest paid/payable on delayed payments and thereupon the Promoters shall also be free and entitled in its own right to deal with the said Premises and the Promoters rights therein, in any manner as the Promoters in their sole discretion deems fit and proper, without any reference and/or payment whatsoever to the Purchaser/s. The Purchaser/s hereby agree/s and undertake/s that he/she/they are not entitled to and shall not have any right, title, interest, share, claim, demand of any nature whatsoever and howsoever arising against the Promoters/their transferee/s/allottee/s/nominee/s and/or otherwise in to upon the said Premises in such an event **PROVIDED HOWEVERTHAT** the Promoters shall not exercise the aforesaid right of termination unless and until a notice of 15 (Fifteen) days demanding payment of the due installment is given to the Purchaser/s and even thereafter, the Purchaser/s fail to make payment of the relevant installment **PROVIDED** that strictly without prejudice to the aforesaid, the Promoters in its sole and absolute discretion may, instead of treating this Agreement void as aforesaid, permit the Purchaser/s to pay the said installments after their respective due dates but after charging interest thereon as per Rule 18 of the RERA Rules. **PROVIDED FURTHER** that upon termination of this agreement as aforesaid, the Promoters shall refund to the Purchaser, subject to the adjustment and recovery of agreed liquidated damages or any other amount which may be payable to Promoters, within a period of thirty days as per Rule 19 of the RERA Rules of the termination, the installments of sale consideration of the Apartment which any till ten have been paid by the Purchaser to the Promoters

5. PROMOTERS TO COMPLY WITH APPROVALS AND STATUTORY CONDITIONS:

The Promoters hereby agrees to observe, perform and comply with all the terms, conditions and restrictions, if any, which may have been imposed by the concerned local authorities at the time of sanctioning the plans or thereafter in relation to the said Property.

6. DECLARATION AS TO DEVELOPMENT POTENTIAL:

The Promoters hereby declares that, the Promoters are entitled to Development Potential as per the sanctioned plansand are entitled to consume/ utilize the balance unutilized FSI whatsoever and any other future available FSI by whatsoever name called. The residual unutilized F.S.I. of the said property or the layout not consumed will be available to the Promoters even after the registration/formation of the Society or condominium or any other association of the purchasers till the said property is being conveyed/transferred in favour of such Society or condominium or any other association of the purchasers or the ultimate Federation of such Society or condominium or any other association. Notwithstanding the above the Purchaser hereby specifically consents that the development will be in phase-wise manner and there will be increase in the FSI, therefore, any additional FSI generated from the said property shall be utilized by the Promoters on the said property or as Transferable Development Rights ("TDR") elsewhere for any purpose whatsoever and/or be sold/transferred and the Purchaser has no objection for the same.

7. PLANNING AND DESIGN SUBJECT TO AMENDMENTS AND CHANGES:
The planning and design of the said Premises is subject to amendments and changes as may be stipulated by the planning authority, Government, local authority and as per the requirements of the Promoters. The Purchaser/s hereby further agree/s and covenant/s with the Promoters to render full co-operation to the Promoters and to sign and execute all papers and documents, in favour of the Promoters or otherwise as may be necessary for the purpose of enabling the Promoters to construct the Proposed Building/s or to put up additional construction on the said Property as stated in this Agreement, in accordance with the approved or such other plans, with such additions and alterations as the Promoters may in its sole and absolute discretion deem fit and proper and/or for the purpose of applying for and/or obtaining the approval or sanctionof the planning authority or any other appropriate authorities in that behalf as well as for the approval or sanction relating thereto. The Purchaser/s hereby further agree/s and give/s his/her/their specific irrevocable consent to the Promoters to carry out such amendments, alterations, modifications or variations in constructing the said Premises and the Proposed Building/s on the said Property and/or to the layout plan and/or to the building plans (whether or not envisaged and/or proposed to be constructed at present), however, the aggregate area/size of the said Premises agreed to be acquired by the Purchaser/s is not in any manner reduced **PROVIDED** that the Purchaser/s shall not object to any variations in the dimensions or location of the said Premises as may be necessitated by such amendments, alterations, modifications or variations in constructing the said Premises **PROVIDED FURTHER** that it is possible that the areas of the said Premises may undergo certain minor changes due to construction related exigencies and change in dimensions of the said Premises; and accordingly the Parties agree and acknowledge that a change/variation in such areas up to 3% (plus or minus) in the said Premises is acceptable to each Party.

8. DESCRIPTION OF AMENITIES:

It is expressly agreed that the said Premises shall contain specifications, fixtures, fittings, and amenities as set out in **Annexure "11"** hereto (hereinafter referred to as the **"said Amenities"**) and the Purchaser/s confirm/s that the Promoters shall not be liable to provide any other additional specifications fixtures, fittings, and amenities in the said Premises. It is specifically agreed between the Parties hereto that the Promoters shall have the right to change /substitute the said Amenities in the event that there is any uncertainty about the availability thereof, either in terms of quantity and/or quality and/or for any other reason beyond the control of the Promoters.

9. PURCHASER/S' SATISFACTION ON TITLE:

The Purchaser/s is/are aware that the Promoters have acquired title to the said Property in the manner recited hereinabove and the Purchaser/s hereby acknowledge/s that the Promoters havemade a full and true disclosure of the nature of its rights to the said Property. The Purchaser/s has/have independently inspected and verified the title deeds and all papers and documents hereinabove recited and has/have fully satisfied himself/herself/ themselves about the title of the Promoters to the said Property and the entitlement of the Promoters to develop the said Property by construction of the Proposed Building/s and enter into these presents and the Purchaser/s shall not be entitled to further investigate the title of the Promoters to the said Property or the entitlement of the Promoters to undertake the development and construction of the same and/or be entitled to make any requisition or raise any objection with regard to any other matters relating thereto.

10. PURCHASER/S TO CO-OPERATE IN FORMATION OF THE SAID BODY:

The Purchaser/s at his/her own costs along with the other premises holders and holders of additional structure/s to be constructed on the said Property, (and on any additional lands, the development whereof may be amalgamated with the development on the said Property) shall co-operate with the Promoters in formation of the said Body and shall join in as member/s thereof. For the said purposes of being admitted as member/s of the said Body, the Purchaser/s shall from time to time, sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the said Body and for becoming a member, including the bye-laws of the proposed bodies and duly fill in sign and return to the Promoters within 7 (seven) days of the same being forwarded by the Promoters to the Purchaser/s so as to enable Promoters to

Register the organization of the Purchaser/s under Section 11 (4) (e) of RERA within the time limit prescribed by Rule 9 (1) of RERA Rules.

11. FORMATION OF THE SAID BODY AND TRANSFER OF TITLE:

Pursuant to completion of the entire development and construction of the said Property viz. once construction of the Proposed Building/s and any additional floors/wings/structures as recited above is completed and sold, the said Body shall formed and registered and after the Promoters have consumed and utilized the full available construction potential of the said Property. the Promoters shall in discharge of its obligations take steps to convey title or grant lease in respect of the aliquot portion of the said Property together with the Proposed Building/s standing thereon and shall at the costs and expenses of the Proposed Body, execute a Deed of Conveyance/Lease Deed in favour of the said Body in such form and containing such terms, conditions, covenants, stipulations and provisions including those contained in this Agreement as may be decided and determined by the Promoters in its sole, absolute and unfettered discretion, and also to enable the Promoters to unrestricted and unobstructed completion of the project including the following covenants:

i. Rights of the Promoters under this Agreement which shall be binding upon the Adllottee (s) and Allottee (s) heirs, executors, legal representatives, successors, transferees and assigns, as the case may be, and on the Common Organization and Federation / Condominium.

ii. For right of way/ access if any given and granted or to be given and granted to and in favor of the Owner (s) and/or occupiers of any contiguous or adjacent or adjoining lands and properties and/or any other person (s), over or through the said property / portion / plot / sub plot / entire property or any part thereof and/or to any other building / structure within the said property and said property / portion / plot / sub plot / entire property or any part thereof.

iii. Specific and/or general indemnities in favour of the Promoters.

12. INCIDENTAL RIGHTS OF THE PROMOTERS:

The Promoters has further informed the Purchaser/s that the Promoters retains the right to sell, transfer, assign in favour of any person/s and/or deal with ***(a)*** future rights in respect of the said Property; ***(b)*** the balance development potential/rights in respect of the said Property (i.e. after having utilized the FSI available for the construction of the Proposed Building/s and as per the plans already submitted and/or to be submitted by the Promoters from time to time and as per the proposed total scheme of development and construction); ***(c)*** various rights that may accrue to and over the said Property in the future including additional development potential as recited above; ***(d)*** the rights for advertising, signage and hoarding for advertising in the compound, common areas and facade of the said Property (the rights referred to in above are hereinafter collectively referred to as "**the Incidental Rights**"). The Promoters is also entitled from time to time to deal with and/or dispose of all or any of the Incidental Rights, by way of sale, assignment, lease, transfer, mortgage and/or in any other manner whatsoever as it may in its absolute discretion think fit and proper from time to time and at its entire discretion and convenience transfer such rights to any person/s.

13. RIGHTS OF THE PROMOTERS PURSUANT TO FORMATION OF THE SAID BODY

In the event of the said Body being formed, and registered before the sale and disposal by the Promoters of all the premises, the same shall not in any manner affect the rights of the Promoters to the Incidental Rights and/or the rights of the Promoters to sell/dispose off/transfer/mortgage the unsold premises/units and the rights of the Promoters in relation to the said Property as well as any premises (whether sold or agreed to be sold or not) wherein or in respect whereof, the Promoters may be claiming any rights and/or entitlements including *inter alia* an entitlement to receive any amounts from the Purchaser/s thereof (which constitutes a first charge and lien of the Promoters on such premises) and the powers and the authority of the said Body shall be subject to the overall authority and control of the Promoters, in respect of all the matters concerning the Proposed Building/s and in particular, the Promoters shall have sole, exclusive and absolute authority and control as regards the unsold premises and the disposal thereof as in respect of any premises wherein or in respect whereof, the Promoters may be claiming any rights and/or entitlements including *inter alia*anentitlement to receive any amounts from the Purchaser/s thereof (which constitutes a first charge and lien of the Promoters on such premises), **PROVIDED ALWAYS** that the Purchaser/s hereby agree/s and confirm/s that in the event of the said Body being formed earlier than the Promoters dealing with or disposing of all the premises constructed on the said property, then and in such an event at the discretion of the Promoters, the Promoters itself or any allottee or transferee of the Promoters in respect of any premises or nominee of the Promoters shall be admitted to the membership of the said Body, without payment of any premium or any additional charges save and except Rs.600/- (Rupees Six Hundred Only) for the share money and such allottee/transferee shall not be discriminated or treated prejudicially by the Purchaser/s or the said Body, as the case may be.

14. NO OBJECTION TO DEVELOPMENT/CONSTRUCTION:

It is expressly agreed by and between the Parties as follows:

i. As aforesaid, the Promoters shall be constructing the Proposed Building/s and additional structures/wings/floors therein as stated above on the said Property and the Purchaser/s is/are not entitled to and shall not object to such construction for any reasons whatsoever and howsoever arising, at any time hereafter;

ii. It is further agreed that save and except the terrace over the top most floor in the Proposed Building/s, the Promoters are entitled to sell or allot on an exclusive basis, the terrace/s or pocket terrace/s or extended balcony/ies or verandah, which may be abutting the premises in the Proposed Building/s for the exclusive use of the purchaser/s of such premises.

iii. As recited above, it is reasonably expected by the Promoters that the FSI for consumption on the said Property shall be increased, from what is presently approved as per the sanctioned plans and thereby the Promoters will be able to construct further constructions in addition to the presently approved construction as recited above.

iv. The Purchaser/s confirm/s that the Purchaser/s have no objection and shall not raise any objection to the Promoters putting up additional construction on the said Property by increasing the number of buildings / Apartments as or by construction of additional wings and/or structures on the said Property.

v. The Promoters shall have full power and absolute authority, if so permitted by the concerned authorities, to make additions to and/or construct additional building/s or structure/s or wing/s on the said Property including *interalia* as stated herein above and such additional building/s/structure/s/wing/s/storey/s shall be the sole, exclusive and absolute property of the Promoters. The Promoters shall be entitled to dispose off such additional building/s/structure/s/wing/s/storey/s in such manner as the Promoters may deem fit and proper in its sole and absolute discretion. The Promoters shall be entitled to amend/alter/modify the layout plan of the said Property as also construct additional building/s/structure/s/wing/s/storey/s on the said Property or any portion or portions thereof and the Promoters shall be entitled to dispose off the premises in such additional building/s/structure/s/wing/s/storey/s as the Promoters may deem fit proper in its sole and absolute discretion. The Purchaser/s is/are not entitled to object thereto and shall not object thereto and this Clause 0 shall always operate as the Purchaser/s' irrevocable, absolute and unconditional no objection in that behalf. This Clause 0 shall operate as and shall be deemed to be the consent of the Purchaser/s in accordance with section 14 of RERA.

vi. It is further clarified that certain amenities (if provided on the said Property) like internal access road, bore wells, underground water tank, sewage treatment plant, recreation spaces/ garden, club house, access to club housemay at the discretion of the Promoters be shared between the Proposed Building/s and the other structure/s, if any constructed on the said Property and the Purchaser/s hereby confirm/s that the Purchaser/s has/have no objection to the same.

15. PURCHASER/S' ENTITLEMENT TO RAISE LOAN:

The Purchaser/s is/are, at his/her/their sole risk, liability and responsibility, free to raise a loan from any financial institution or bank, limited for the purpose of enabling the

Purchaser/s to make payment of the amounts hereunder payable to the Promoters for acquiring the said Premises, by offering the rights of the Purchaser/s hereby granted in respect of the said Premises as security to such financial institution or bank. However, such loan should be strictly personal to the Purchaser/s and the right of the Promoters to receive the balance consideration and all other sums as hereunder provided from the Purchaser/s including the sums as and by way of reimbursement of any amounts hereunder agreed to be paid by the Purchaser/s or otherwise recoverable from the Purchaser/s as damages or otherwise, shall override the rights of the financial institution/bank/organization/employer in respect of the loan so availed of by the Purchaser/s. The repayment of the loans, interest and other charges on such loan shall be the sole responsibility of the Purchaser/s. Once the Purchaser/s has/have paid the full consideration and other amounts as payable under this Agreement and has/have taken possession of the said Premises, thereafter due to non-payment of the loan by the Purchaser/s, the recourse available to the financial institution would be only against the said Premises and against the Purchaser/s personally and not against the said Property, the Proposed Building/s or any one of them or any of the other premises, and not against the assets/rights of the Promoters.

16. COMMON AREAS:

It is expressly agreed that the Purchaser/s along with the other purchasers/occupants of premises on the said property shall be proportionately entitled to use, occupy and enjoy the common areas and facilities and the nature, extent and description of such common areas and facilities which the Purchaser/s will proportionately enjoy in the common areas and facilities is set out in **Part A (Limited Common Areas)** and **Part B (Common Areas)** of the **Third Schedule** hereunder written.

17. RIGHT OF THE PURCHASER/S RESTRICTED TO THE SAID PREMISES ONLY:

It is clarified that the right of the Purchaser/s is restricted to the said Premises agreed to be sold to him/her/them by the Promoters as per the typical floor plan annexed hereto as **Annexure "6"** and use and enjoyment of common areas and utilities in common as aforesaid and the Purchaser/s shall not be entitled to claim any right to any open space or passage, staircase, open parking space, stilt parking spaces, Club House or any other area in to or upon the said Property and/or the Proposed Building/s or any other space surrounding the Proposed Building/s or any of them in any manner whatsoever, as the same belongs to and are the sole, exclusive and absolute property of the Promoters and/ or Management Organization.

18. NO CHANGE OF USER:

It is expressly agreed, by and between the Promoters and the Purchaser/s that the said Premises agreed to be hereby sold to the Purchaser/s is for residential use and it shall be utilized by the Purchaser/s for the purpose for which it is sold to the Purchaser/s and for no other purpose or purposes whatsoever. The Purchaser/s agree/s not to change the user of the said Premises, without prior written consent in writing of the Promoters and the concerned authorities.

19. PARKING SPACES:

For the effective management of parking spaces in the Proposed Building/s and in order to avoid any later disputes, the Promoters shall be entitled to; and the Purchaser/s hereby specifically authorise/s the Promoters to carry out a tentative earmarking of parking spaces for exclusive use thereof by certain acquirers of premises depending on availability. The Purchaser/s agree/s that the Promoters shall be entitled to do such earmarking at its discretion and the Purchaser/s hereby accept/s the decisions taken by the Promoters in relation to such earmarking of car parking spaces and gives his/her/their unconditional and informed consent in favour of the Promoters for such ear marking.

20. PROCEDURE FOR TAKING POSSESSION:

The Promoters, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser as per this Agreement shall offer in writing the possession of the said premises, to the Purchaser in terms of this agreement to be taken within 15 (fifteen) days from the date of issue of such notice and the Promoters shall give possession of the said premises to the purchaser. The Promoters agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, and documentation on part of the Promoters. The purchaser agree(s) to pay the maintenance charges as determined by the Promoters or association of purchaser, as the case may be. The Promoters on its behalf shall offer the possession to the Purchaser in writing within 15 days of receiving the occupancy certificate of the said project.

21. DATE OF POSSESSION OF THE SAID PREMISES:

The Promoters agree to offer to hand over possession of the said Premises to the Purchaser/s on or before [________________________________], subject to:

i. easy availability of cement, steel and other building materials; and

ii. any conditions beyond the reasonable control of the Promoters, including acts of God like earthquake, perils of the sea or air, fire, flood, or any drought, explosion, sabotage etc.; and

iii. if there are riots, bandhs, strikes and/or labour unrest and in consequence whereof and the construction on the said Property could be adversely affected; and

iv. geological, subsurface ground conditions as a result of which construction and development on the said Property and construction on and development of the said Property is delayed or no longer financially or technically viable; and

v. any disruptions, challenges and placement of legal and traditional impediments by third parties notwithstanding the granting of any and all approvals by the concerned authorities which delays or materially adversely affects the implementation of the construction activities on the said Property; and

vi. any reasons like war, civil commotion, acts of criminals or of public enemy, insurrection, blockade, embargo terrorism, etc. in consequence whereof the construction activities on the said Property could be adversely affected; and

vii. any embargo, notice, order, rule or notification of the Government and/or any other public body or authority or of the Court and/or any committee constituted by any Ministry (state or central) or department of any Ministry (state or central) and/or any Act or Ordinance in consequence whereof construction activities on the said Property could be adversely affected; and

viii. act of enemy, riots, civil commotion, or war or any court order or government notification, circular or order or subject to delay by the planning authority for approval of plans, grant of Occupancy Certificate (O.C.) or part Occupancy Certificate or delay by other competent authority for issuance of other requisite permissions, or subject to delay in the grant of water, sewerage, electric, cable connection or any other service or any other cause, beyond the control of the Promoters.

ix. If as a result of any legislative order or requisition or direction of the Government or public authorities, the said Property or the said Premises is acquired by the Government or any other authority and thereby the Promoters are unable to complete and/or to give possession of the said Premises to the Purchaser/s, then and in such an event, the only responsibility and liability of the Promoters will be, to pay over to the Purchaser/s, the total amounts attributable to the said Premises as may have been received by the Promoters pursuant to such legislation, and save as aforesaid neither party shall have any right or claim against the other, under or in relation to this Agreement, or otherwise howsoever.

x. The Promoters shall not put the Purchaser/s in possession of the said Premises unless and until:

    a. The Purchaser/s has/have paid the entire aggregate consideration as provided by **Annexure "8" & Annexure "9"** hereto and all the other amounts payable by him/her/them hereunder and/or otherwise in respect of the said Premises to the Promoters as specified herein.

b. The Promoters have made application for the Occupancy/Completion Certificate; or part Occupation/Completion Certificate and/or applied for tax assessment to the local authorities/panchayat in relation to the said Premises.

xi. Upon completion of construction of the said Premises, the Promoters may at its discretion permit the Purchaser/s to enter upon the said Premises, limited for the purpose of carrying out fit out works of non-structural nature, like installation of fixture and furniture, in the said Premises at the entire risks and costs of the Purchaser/s.

22. REIMBURSEMENT OF COSTS AND MAINTENANCE CHARGES:

i. The Purchaser/s hereby agree/s to pay to the Promoters/ Management Organization, a lump sum amount as more particularly stated in **Annexure "9"** hereinafter referred to as "**Charges for Development and Betterment Facilities**". The said Charges for Development and Betterment Facilities are non-refundable and are over and above and in addition to the purchase price referred to hereinabove. The Purchaser/s confirm/s that he/she/they shall not raise any further queries on the Promoters/ Management Organization in respect of the said Charges for Development and Betterment Facilities and neither shall the Purchaser/s call upon the Promoters to submit any further account of the said Charges for Development and Betterment Facilities.

ii. The Purchaser/s hereby agree/s to bear and pay Club House Membership Charges (One Time) under the Charges for Development and Betterment Facilities which are non-refundable.The Promoters reserve the right to hand over the maintenance, management, supervision and over all control of the Club House situate in the said project to a company or other entity, *(presently being M/s S3 Plus Concierge Services Pvt. Ltd.)* which is referred to for the sake of convenience and brevity as the said "Management Organization". The said Management Organization shall be sole responsible for the Maintenance, Management, Supervision and over all control of the Club House premises and correspondingly, shall be entitled to receive, revise and collect the pro-rata share of each holder of premises in the said project and from the holder of the said premises in the form of maintenance charges for the club house and to utilize all such contributions received by way of maintenance charges for the club housetowards the purposes mentioned above. The pro-rata contribution of each holder of premises in the project and that of the holder of the said premises / Purchaser/s towards the cost of maintenance, management and supervision of the Club House thereof shall be determined by the Management Organization which may be revised from time to time. Due compliance of such rules, regulations and bye-laws laid by the Promoters / Management Organization by the purchasers herein shall be the essence of this Contract in pursuance hereof.

iii. The Purchasers/s hereby agree/s to deposit a sum of Rs.__________________/- (Rupees ____ ____ Only) towards provisional maintenance charges for a period 18 (Eighteen) months in advance being payable towards maintenance charges of the Club House, which shall be payable to the Management Organization namely *M/s. S3 Plus Concierge Services Pvt. Ltd.*, commencing a week after notice in writing is given by the Promoters to the Purchaser/s that the said Premises, is ready for being occupied. After the completion of the initial 18 (Eighteen) months as aforesaid, the Purchaser/s shall be liable and undertakes to bear and pay the maintenance charges such further monthly contribution on or before the 5th day of each month to the said Management Organization. It is further agreed that the Purchaser/s will be liable to pay interest @ 21% p.a. or as otherwise demanded by the Management Organization for any delay in payment of such outgoings. The Purchaser/s confirm/s that he/she/they shall not raise any further queries on the Promoters/ Management Organization in respect of the said Charges for Development and Betterment Facilities and neither shall the Purchaser/s call upon the Promoters to submit any further account of the said maintenance charges of the Club House. The Purchaser/s agrees that, above Maintenance charges are only provisional, (excluding expenses for major repair and/or up-gradation of infrastructure), and any excess expenses or charges shall be immediately paid by the Purchaser/s to the Management Organization and/or to the Promoters, on demand and the Promoters / Management

Organization are entitled to revise the maintenance charges for such purpose and shall be entitled to recover such deficit amounts to which the Purchaser/s hereby gives unconditional consent. In event of default in payment of the maintenance charges with escalations and taxes whatsoever, when called for, the Purchaser/s agrees that, the Promoters/Management Organization reserves the right to restrict/terminate the provision of such development and betterment facilities to defaulting Purchaser/s including suspension/termination of club membership.

iv. The Purchaser/s shall before taking possession of the said Premises also pay to the Promoters the following amounts set out in **Annexure "10"**:

a. A sum of Rs. 600/- (Rupees Six Hundred Only) i.e, i.e., Rs.500/- (Rupees Five Hundred Only) towards acquiring of 5 (Five) shares of Rs.100/- (Rupees One Hundred Only) each and entrance fee of Rs.100/- (Rupees One Hundred Only) within a period of 7 (Seven) days from the date of notice and in any event before possession of the said Premises is handed over to the Purchaser/s;

b. Deposit a sum of Rs.______________/- (Rupees ____ Only) towards provisional maintenance charges for 18 (Eighteen) months in advance, commencing a week after notice in writing is given by the Promoters to the Purchaser/s that the said Premises, is ready for being occupied, the Purchaser/s shall be liable to bear and pay the proportionate share of the maintenance charges and other monthly outgoings (electricity bill, water bill, property tax, etc.) in respect of the said Premises. After the completion of the initial 18 (Eighteen) months as aforesaid, the Purchaser/s shall be liable to bear and pay the maintenance charges in respect of the said Premises and the Purchaser/s further undertake/s to pay such further monthly contribution on or before the 5th day of each month to the Promoters / Management Organization. It is further agreed that the Purchaser/s will be liable to pay interest @ 21% p.a. or as otherwise demanded by the Promoters/ Management Organization for any delay in payment of such outgoings. The maintenance charges would include *interalia* the following:-

i. The expenses of routine maintenance, repairing, of the main commonstructures and in particular the gutters and rain water pipes of the Proposed Building/s, water pipes and electric wires upto the Proposed Building/s used by the premises/ premises holder/s in common with the other occupiers of premises and internal access roads, recreation grounds/spaces, of the said Property and other common areas and amenities as enjoyed by the premises acquirers in common as aforesaid and the boundary walls of the Proposed Building/s, compounds etc.;

ii. The cost of the salaries of certain workers like clerks, accountant, watchmen, security guards, pump man, sweepers, drivers of water tankers etc., common house-keeping charges, etc., and the proportionate salary of certain part time workers like engineers, supervisors etc. their traveling expenses, welfare expenses like tea, coffee etc, the bonus to be given to them etc.;

iii. The cost of maintaining the electrical and mechanical fittings and equipments installed in the Proposed Building/s and of all other environment management facilities to be installed on the said Property;

iv. The cost of working and maintenance of common lights, water pump, lifts, common sanitary Premises and other services charges;

v. Premium for insurance of the Proposed Building/s / the said premises (if and when taken);

vi. The maintenance charges, cost, expenses and amounts required for maintenance of various common equipment that may be installed on the said property including *interalia* street lights, sewer line, storm water drain, water lines, internal roads, garden, civil, mechanical and electrical system installed for reuse of the waste water including sewage treatment plant, fire fighting systems, car parking, civil, mechanical and electrical system for rain water harvesting, high speed lifts, submersible pumps installed in tank/s for municipal water and tank for storage of tanker/bore well water, pumps installed for fire fighting, tank for municipal water, over head tank and other water tanks by whatever name called, fire fighting system, common electric system (which may be installed for the lights, pumps, equipment, lifts, security system etc.), common plumbing system, common security system and such other expenses as are necessary or incidental for the maintenance and upkeep of the said property.

vii. The above Maintenance charges are only provisional, (excluding expenses for major repair and/or up-gradation of infrastructure), and any excess expenses or charges shall be immediately paid by the Purchaser/s to the Management Organization and/or to the Promoters, on demand.

viii. The Purchaser shall also separately bear and pay the proportionate maintenance cost (i.e. cost for lighting/security/landscaping required for Access Road, repairs cost for Access Road and entrance gate) to the Management Organization and/or the Promoters.

ix. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

x. The Purchaser/s are aware and agree that, maintenance charges shall be excluding property tax, assessment taxand any other taxes whether applicable now or in future and the Purchaser/s hereby undertakes to pay the same within 15 days of demand so being raised by Promoters.

c. The Purchaser/s are aware and agree that, maintenance charges shall be payable together with applicable GST and other taxes (if any) on the said premises and on the Club House and undertakes to pay the same on demand so being raised by the Promoters.

d. The Purchaser/s agree and confirm that, the Promoters/ Management Organization reserves the right to revise the maintenance charges that of the said premises and/or the Club House as they may deem fit and shall be entitled to recover from the Purchaser/s by way of a 15 days demand/notice such proportionate amounts as may be found deficit to the actual incurred costs, to which the Purchaser/s hereby gives his/her/their unconditional consent.

23. TAXES:

The State and Central Government through their respective Finance Acts and various clarifications/notifications and regulations have made Goods and Services Tax (GST) or any other similar taxes which may be levied, in connection with the construction of and carrying out the project payable by the Promoters (hereinafter referred to as "**the said Taxes**") applicable to transactions for the sale of constructed premises. It is hereby agreed between the Parties and it is clarified that at the time of execution of this Agreement for Sale, that there is a liability for payment of the said Taxes on this Agreement for the sale of the said Premises by the Promoters to the Purchaser/s. The Purchaser/s agree/s and undertake/s that the same is payable by the Purchaser/s and that the Promoters is not liable to bear and/or pay the same. In the event if any rebate or credit or set off is available to the Promoters of any amounts paid by the Promoters against the payment of the said Taxes, then and in such an event, the Promoters shall be solely and exclusively be entitled to such credits or rebates. The

Promoters may in its sole and absolute discretion claim or not claim such set off or credit or rebate and the Promoters shall not be liable to pass on the benefit thereof to the Purchaser/s. Therefore, the Purchaser/s hereby irrevocably agree/s and undertake/s to pay the amounts for the said Taxes to the Promoters or the concerned authorities within a period of 7 (seven) days from the date of the Promoters calling upon the Purchaser/s to do so, without any delay or demur or without claiming to be entitled to any rebates or set offs or credits.

24. BREACHES:

The Purchaser/s agree/s and undertake/s to and shall observe perform and comply with all the terms and conditions and covenants to be observed performed and complied with by the Purchaser/s as set out in this Agreement if the Purchaser/s neglect/s, omit/s, or fail/s to observe and/or perform the said terms and conditions and covenants for any reason whatsoever then in such an event, the Promoters shall be entitled after giving 1 (one) month's notice to remedy or rectify the default and in the event of the Purchaser/s failing to remedy or rectify the same within the said notice period, this Agreement shall be voidable at the option of the Promotersand in the event of the Promoters so treating this Agreement void, the Promoters shall be entitled to forfeit 10% of the total consideration to the exclusion of any taxes & statutory payments and retain and/or appropriate any interest paid/payable on delayed paymentsand thereupon the Promoters shall be free and entitled in its own right to deal with the said Premises and their rights therein in any manner as the Promoters in its sole and absolute discretion deems fit and proper without any reference and/or payment of any sums whatsoever to the Purchaser/s. In such an event, the Purchaser/s hereby agree/s and undertake/s that he/she/they are not entitled to and shall not claim anything against the Promoters/their transferee/s/allottee/s/ nominees. It is clarified that any breach/es of the terms and conditions of this Agreement committed by any person/s inducted or permitted to enter upon the said Premises by the Purchaser/s including *inter alia* any servants, agents, family members, guests, etc. of the Purchaser/s shall be deemed to be a breach committed by the Purchaser/s.

25. COVENANTS OF THE PURCHASER/S:

The Purchaser/s with an intention to bring all persons into whose hands the said Premises may come, doth/do hereby represent/s and assure/s to and undertake/s and covenant/s with the Promoters as follows:

i. To maintain the said Premises at the Purchaser's own cost in good and tenantable repair and condition from the date the possession of the said Premises is offered and shall not do anything or suffer anything to be done in or to the said premises and to the balconies, elevation- projections, staircase or any passage or open space which may be against the rules, regulations or bye-laws of the concerned local or any other authority nor to the said Premises itself or any part thereof;

ii. Not to enclose the open balcony, flower bed, ducts or any other open area pertaining to the said Premises, whereby any FSI whatsoever is deemed to be consumed and/or there is a violation or misuse of any approvals, sanctions and/or terms and conditions as may be prescribed by any concerned authorities are and without prejudice thereto not to do any act, deed, matter or thing, whereby any rights of the Promoters/the said Body are in any manner whatsoever prejudiced/ adversely affected.

iii. Not to carry out in or around the said Premises any alteration/changes of structural nature without the prior written approval of the Promoters and the Structural Engineers / RCC Consultants of the Proposed Building/s and local authority.

iv. To ensure that no nuisance/annoyance/ inconvenience is caused to the other occupants of the Proposed Building/s by any act of the Purchaser/s.

v. Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature, save and except domestic gas for cooking purposes or goods is objected to by the concerned local or other authority. On account of any negligence or default of the Purchaser/s (whether deliberate or willful or not) in this behalf, the Purchaser/s shall be personally liable for the consequence of the breach and shall be liable to bear and pay the damages as may be determined by the Promoters and the same shall be final and binding upon the Purchaser/s and the Purchaser/s shall not be entitled to question the same.

vi. To carry out at his/her/their own cost all the internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoters to the Purchaser/s (usual wear and tear excepted).

vii. To obtain annual maintenance contracts only from the authorized maintenance agencies/suppliers of the equipment installed in or around the said premises.

viii. Not to demolish the said Premises or any part thereof including *interalia* the walls, windows, doors, etc., thereof, nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of the said premises and shall keep the portion, sewers, drains, pipes, in the said Premises and appurtenance/s thereto in good, tenantable repair and condition withoutthe prior written permission of the Promoters and/or the said Body, when formed.

ix. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premisesin the compound or in the other premises or any other part or portion of the said Property. x. To bear and pay any increase in local taxes, water charges, insurances and such other levy/ if any which are imposed by the concerned local/public authority either on account of change of user or otherwise in respect of the said Premises by the Purchaser/s.

xi. The Purchaser/s shall not be entitled to transfer, assign or part with the interest or any benefit of this Agreement, without the prior written permission of the Promoters, until all the dues payable by the Purchaser/s to the Promoters hereunder and/or otherwise are fully paid up.

xii. The Purchaser/s shall abide by, observe and perform all the rules, regulations and bye-laws of the said Body as also the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said property and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and the Government and other public bodies and not commit breach thereof and in the event of the Purchaser/s committing breach thereof and/or any act in contravention of the above provision, the Purchaser/s shall be personally responsible and liable for the consequences thereof to the said Body and/or the concerned authority and/or other public authority.

xiii. The Purchaser/s shall also observe, perform and comply with all the stipulations, terms and conditions laid down by the said Body regarding the occupation and use of the said Premises and shall bear and pay and contribute regularly and punctually towards the taxes, expenses or other outgoings as may be required to be paid from time to time.

xiv. The Purchaser/s shall permit the Promoters and its surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and/or any part thereof to view and examine the state and condition thereof, and to carry out the repair or replacements therein.

xv. The Purchaser/s undertake/s not to enclose any passage/s, lobby or other common areas of the Proposed Building/s in any manner whatsoever and not to cover the voids in any place in the Proposed Building/s or store any goods/chattels in the common areas.

xvi. The Purchaser/s shall not dispose off or throw any garbage or dirt or rubbish in the sinks of the toilets or basins in the said Premises. The Purchaser/s shall at all times co-operate with the Promoters for adoption of any mechanism or common scheme of garbage collection, garbage disposal including inter alia by segregating various types of garbage as may be communicated by the Promoters from time to time.

xvii. The Purchaser/s shall ensure that all the family members, agents, staff, employees, etc., of the Purchaser/s shall actively participate in all fire, earthquake, terror and other safety drills as may be conducted by the Promoters or by any concerned authorities from time to time.

xviii. The Promoters shall provide to the Purchaser/s the water connection in respect to said Premises. The Promoters shall not be held liable or responsible in any respect whatsoever if the concerned authorities are unable to provide the water supply / adequate supply to the said Premises. If additional supply /line is required, then the Promoters shall not be liable to bear any costs and deposits towards the same.

xix. As a part of a marketing exercise or otherwise in the event if the Promoters is required under law, the Promoters may disclose and/or publish the name of the Purchaser/s and/or other acquirers of the premises (jointly and/or severally) and/or their family members along with their occupation and also use their photographs to such third parties as the Promoters may deem fit and the Purchaser/s either in their individual capacity or as members of the said Body shall not object thereto.

xx. The Promoters may permit various consultants, service providers, financiers, manufacturers, suppliers and other third parties to publish the image of the Proposed Building/s and the names of the Proposed Building/s in advertisements, publications, brochures, and such other marketing and/or promotional materials as the Promoters may deem fit and the Purchaser/s either in their individual capacity or as members of the said Body shall not object thereto.

xxi. The Purchaser shall not have any right, title and/or interest of any nature whatsoever in respect of the internal / access road of the said property/larger property save and except the permissive right to use the same subject to payment of all the maintenance cost, charges and expenses to be incurred by the Promoters or any other person or entity duly authorised by the Promoters to maintain and/or upkeep the same.

xxii. The Purchaser has no objection to the internal roads of the said property/Larger property being allowed to be used by for the occupiers/ owners/ prospective owners of any further/adjoining development/ land (including and specifically by any resort/ club/ hotel complex) that may be developed now or in future in any adjoining lands owned by the Promoters.

xxiii. The Promoters shall on such terms as the Promoters may deem fit, have the right to enter into a contract, assign and hand over the maintenance, management, supervision and over all control of the Club House to a company or other entity*(presently being M/s S3 Plus Concierge Services Pvt. Ltd.)* which is referred to for the sake of convenience and brevity as the said "Management Organization", which shall be solely responsible for the Maintenance, Management, Supervision and over all control of all the Club House, and, correspondingly, shall be entitled to receive, revise and collect the pro-rata share, membership charges, maintenance charges and other outgoings, of each holder of the said premises and to utilize all such contributions towards the purposes mentioned above, to which the Purchaser/s hereby give free consent & agrees to abide by the rules and regulations of such Management Organization and the Purchaser/s shall pay such proportionate amountsto the Promoters /its nominees/ assignees / Management Organization/ as the case may be.

26. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:

The Promoters hereby represent and warrant to the Purchaser as follows:

i. The Promoters have clear and marketable title with respect to the project land as declared in the title report annexed to this Agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report and in this Agreement;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in this Agreement;

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

vi. The Promoters have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;

vii. The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Premises which will, in any manner, affect the rights of Purchaser under this Agreement save and except what is stated in this Agreement;

viii. The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Premises to the Purchaser in the manner contemplated in this Agreement;

ix. After development of the entire layout with full development potential conveyance of the common areas in the layout shall be given to Federation of all Societies / Condominium. At the time of execution of the conveyance deed of the Building/s to the association of Purchasers/ Federation of all Societies / Condominium the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Building/s to the Federation of Associations of the Purchasers after the entire potential available to the Promoters is exhausted including future developments, any other schemes under SRA or any other relief granted in ULC or any other compliance pertaining to the said property;

x. The Promoters have 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 till the Promoters handover possession/ fit out possessionof the said premises or till the date of occupation certificate, whichever is earlier;

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

27. THE PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoters execute this Agreement it shall not mortgage or create a charge on the said premises, and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser qua the said Premises.

28. INDEMNITY:

The Purchaser/s is/are aware that only on the basis of and relying on the representations, assurances, declarations, covenants and warranties made by him/her/them herein, the

Promoters have agreed to and is executing this Agreement and Purchaser/s hereby agree/s to indemnify and keep indemnified the Promoters absolutely and forever from and against all and any damage or loss that may be caused to the Promoters including *interalia* against and in respect of all actions, demands, suits, proceedings, penalties, impositions, losses, damages, costs, charges and expenses, that may be caused to or incurred, sustained or suffered by the Promoters, by virtue of any of the aforesaid representations, assurances, declarations, covenants and warranties made by the Purchaser/s being untrue and/or as a result of the Promoters entering in to this Agreement and/or any other present/future writings with the Purchaser/s and/or arising there from.

29. STAMP DUTY AND REGISTRATION:

At the time of execution of this Agreement the Purchaser/s shall pay the applicable amount of stamp duty and registration charges etc. and other out of pocket expenses, payable in respect of this Agreement and the Purchaser/s.

The Purchaser/s is an investor as per the provision of Article 5 (g-a) (ii) of the Bombay Stamp Act, 1958 and the parties confirm and declare that the subsequent purchaser of the said Premises shall be entitled to the benefit of the said provisions of the Bombay Stamp Act, 1958.

30. MISCELLANEOUS:

i. **Co-operation:** The Purchaser/s shall, from time to time, sign and execute all applications, papers and documents, and do all the acts, deeds, matters and things as the Promoters may require, for safe guarding the interest of the Promoters to the Proposed Building/s and/or the said property.

ii. **Name of the said project/complex:** The name of the said project and / or complex shall at all times remain as "**SANGHVI S3 ECOCITY**", unless changed by the Promoters and the same shall not be changed without the prior written permission or approval of the Promoters. The Promoters shall be entitled to add at such places on the façade or terrace/s or compounds or common areas of the said property placards, sign boards, neon signs, hoardings etc. indicating to the public at large that the said project/complex is being constructed and/or developed or has been constructed and/or developed by the Promoters.

iii. **Notices:** All letters, circulars, receipts and/or notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served, if posted or dispatched to the Purchaser/s by Registered Post Acknowledgement Due ("**RPAD**") or hand delivered at the address hereunder stated and shall effectually and completely discharge the Promoters:

____
____
____

iv. **Income Tax PAN:** The Parties are setting out here under their respective Income Tax Permanent Account Numbers:

a. Promoters : **AAACL0598D**

b.Purchaser/s : ___________________

____

v. **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 names appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on the allottees.

v. **Obligations**: All obligations of the Purchaser/s and covenants made by the Purchaser/s herein shall be deemed to be obligations and/or covenants, as the case may be, running with immoveable property and the observance, performance and compliance with such obligations and/or covenants shall be the responsibility of all persons into whose hands the said Premises may come.

vi. **Provisions of this agreement applicable to Purchaser/ subsequent Purchaser**: it is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein an the obligations arising hereunder in respect of the said Project shall equally be applicable to and enforceable against any subsequent Purchaser of the said Premises, in case of a transfer, as the said obligations go along with the said Premises for all intents and purposes.

vii. **Lien and Charge of the Promoters:** Notwithstanding anything contained herein, the Promoters shall, in respect of any amount remaining unpaid by Purchaser/s under the terms of this Agreement, have a first lien and charge on the said Premisesagreed to be purchased by the Purchaser/s hereunder.

viii. **Dispute Resolution:** any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Competent Authority as per the provisions of the RERA and RERA Rules, thereunder.

x. **Governing Law:** That the rights and obligations of the parties under or arising out of this agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Courts in Thane shall have exclusive jurisdiction for this Agreement.

xi. **No Demise or Grant or Assignment:** The Purchaser/s shall have no right, title, interest, share, claim demand of any nature whatsoever and howsoever arising in to upon the said Property and/or the Proposed Building/s and/or otherwise howsoever against the Promoters, save and except in respect of the said Premises. Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment in law, of the said Property and/or the Proposed Building/s and/or any part thereof.

xii. **No Waiver:** Any delay or indulgence shown by the Promoters in enforcing the terms of agreement or any forbearance or giving of time to the Purchaser/s shall not be constructed as a waiver on the part of the Promoters of any breach or non compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice any rights of the Promoters hereunder or in law.

xiii. **RERA and RERA Rules:** This Agreement shall always be subject to the provisions contained in the RERA and the RERA Rules and the stamp duty and registration charges in respect of this Agreement as well as other documents executed hereafter including *interalia* the document for transferring title in favour of the said Body in the manner stated in Clause 0 hereof, shall be borne and paid by the Purchaser/s only to the exclusion of the Promoters and the Promoters is not and shall not be liable to and/or be called upon to contribute anything in that behalf.

xiv. **Entire Agreement:** This Agreement sets forth the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, understandings and representations, written or oral. The terms and conditions and the subject matter hereof shall supersede all representations, warranties implied and/or express made whetherdirectly or indirectly (including by virtue of any brochures, advertisements, pamphlets, statements on the Developer's website/s, model/s of the Proposed Building/s, etc.). In case of any inconsistency between this Indenture and any other document, this Indenture shall prevail. Each Party shall exercise all his/its respective rights and do all such things as may be necessary to give full effect to, and ensure compliance with, the provisions of this Indenture.

xv. **Headings:** The headings, subheadings, titles, subtitles used for the Clauses under this Agreement are only for the sake of convenience and easy identification of the provisions and headings, subheadings, titles, subtitles to Clauses, Sub-Clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the Schedules and Annexures hereto and shall be ignored in construing and interpreting the same.

<u>THE FIRST SCHEDULE ABOVE REFERRED TO</u>
<u>(The said Property)</u>

Firstly:

ALL THAT pieces or parcel of land situated at Village Mira bearing Old Survey No. 51, New Survey No. 102, Hissa No.26, admeasuring as per Record or Rights about 2 Acre 2 Gunthas and Old Survey No. 69, New Survey No. 88 and Hissa No. 13, admeasuring as per Record of Rights about 2 Acre 26 Gunthas and in aggregate admeasuring about 4 Acres 29 Gunthas and i.e. 19,121.23 square meters situate at Village Mira, Mira Road in the Registration District of Thane.

Secondly:

ALL THAT pieces or parcel of land situated at Village Mahajanwadi bearing Old Survey No. 76, New Survey No. 11, Hissa No. 1, admeasuring as per Record of Rights about 7 Acres 33 Gunthas and Old Survey No. 76, New Survey No. 11, Hissa No. 2, admeasuring about 7 Gunthas and in aggregate admeasuring as per Record of Rights about 8 Acres, i.e. 32,374.58 square meters situate at Village Mahajanwadi, Mira Road in the Registration District of Thane.

<u>THE SECOND SCHEDULE ABOVE REFERRED TO:</u>
<u>(FOR FLAT)</u>

ALL THAT Flat /Shop bearing No.__________ admeasuring ________ square meters of Carpet Area (as per RERA) on ________ Floor in WoodsBuilding (Building No._____ of Plot A on the property more particularly described in the First Schedule hereinabove written) in the project namely "Sanghvi S3 Ecocity".

<u>THE THIRD SCHEDULE ABOVE REFERRED TO</u>
<u>Common Areas and Facilities</u>

<u>PART A -LIMITED COMMON AREAS</u>

Limited Common areas shall include:-

1. Staircases, landing and landing on each floor will be limited amongst the occupants of that particular floor.
2. Lobbies/ Passage in front of Lifts and staircases on each floor, will be limited amongst the occupants of that particular floor.

<u>PART B - COMMON AREAS</u>

Common areas shall include:-

1. Common terraces over the topmost for buildings habitable floor (all terraces on the other habitable floors, if approved and provided will not be included in common areas and may be designated as limited common areas).

2. Water Tank and overhead water tanks, water pipes and water meters, water pumps.

3. Electric Common board, all common wiring and common switches.

4. Common lights on internal roads, staircases and landings.

5. Storm water drains.

6. Common pathways.

7. Compound Wall.

8. Club House

9. Approved RG areas

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribe their respective hands on the day and year the first above written.

SIGNED, SEALED and DELIVERED	)	
By the withinnamed**"Promoters"**	)	
M/s. SANGHVI PREMISES PRIVATE LIMITED	)	***M/s. Sanghvi Premises Private Limited***
Through its Director	)	
	)	
______________________________	)	***Director***

In the presence of…………………………

SIGNED AND DELIVERED by the	)
withinnamed "**Purchaser/s**"	)
______________________________	)
______________________________	)
______________________________	)
______________________________	)

In the presence of…………………………

RECEIPT

RECEIVED of and from the within named Purchaser/s an aggregate sum of **Rs.**_____________**/-** (**Rupees**____ ____ **Only**) as within mentioned vide cheque no.____________ dated _____________ drawn on ________________ ____.

WE SAY RECEIVED
For **SANGHVI PREMISES PRIVATE LIMITED**

Director

ANNEXURE "8"
DETAILS OF CONSIDERATION AND INSTALLMENTS OF CONSIDERATION

The total consideration payable by the Purchaser/s to the Promoters in respect of the said Premises shall be Rs.______________________/-(Rupees ____ ____ ____Only) and shall be paid by the Purchaser/s to the Promoters in the following manner:

PAYMENT OF CONSIDERATION		
Sr. No.	**Stages of Payment**	**Amount**
1	On Payment of Earnest Money	
2	Within 30 Days from Booking / On Agreement *(Whichever Is Earlier)*	
3	On Completion of Footing / Piling	
4	On Completion of Plinth	
5	On Completion Of 2nd Slab	
6	On Completion Of 4th Slab	
7	On Completion Of 6th Slab	
8	On Completion Of 8th Slab	
9	On Completion Of 12th Slab	
10	On Completion Of 16th Slab	
11	On Completion Of Brick Work	
12	On Completion Of Plaster (External)	
13	On Completion Of Plaster (Internal)	
14	On Completion Of Tiling	
15	On Completion Of Plumbing	
16	On Flat/ Shop being ready for Possession	
	TOTAL	

ANNEXURE "9"
DETAILS OF CHARGES FOR DEVELOPMENT AND BETTERMENT FACILITIES

The total amount payable by the Purchaser/s towards the Charges for Development and Betterment Facilities shall be Rs.________________________/- (Rupees ____ ____ ______________ Only). The breakup of such amount as shall become payable by the Purchaser/s is as follows:

Sr.No.	Particulars	Amount (RS.)
1.	Development/ProcessingCharges/ Betterment charges; @30/-p.s.f.	
2.	Infrastructure Cost; @ 30/- p.s.f.	
3.	Membership Charges for "Club House"*(1 Time)* *(exclusive ofmaintenancechargesand taxes)* *(1 BHK – Rs.1,00,000/-, 2 BHK – Rs.1,50,000/-)*	
4.	Legal Charges	10,000/-
5.	Society Formation	10,000/-
6.	Electric cable + meter deposit *(1 BHK – Rs.20,000/-, 2 BHK – Rs.25,000/-)*	
7.	Water connection charges + deposit	20,000/-
8.	Proportionate share of outgoings for the Club House (for 18 months)	
	TOTAL	

ANNEXURE "10"
Share Money & Proportionate Outgoings Charges& Taxes

Sr.No.	Particulars	Amount (RS.)
1.	Share Money	
2.	Proportionate share of outgoings for the said premises (for 18 months)	
3.	Proportionate share of municipal taxes (as applicable at the time of possession)	
	TOTAL	

ANNEXURE "11"
LIST OF AMENITIES

1. The building will be of R.C.C. framed structures.
2. Well planned flats with sufficient light and ventilation, beautiful elevation, economic planning and top class construction.
3. External wall of the building will be painted with Snowcem and internal with white wash.
4. Main door of the flat will have number plate, magic eye, call bell, fancy handle with night latch.
5. Bath and W.C. Doors with wooden panel and will be oil painted.
6. Bath and W.C. Windows will be provided with glass louvers and 1'.5". Bars for safety.
7. I.P.S. Flooring in living rooms and kitchen.
8. I.P.S. Flooring in all bathrooms.
9. Kitchen platform of R.C.C. Slab with sink.
10. Aluminum wiring provided for internal and external wiring.
11. Living room: 1 light point, 1 fan point and 1 plug point.
12. Bed room: 1 light point, 1 fan point and 1 plug point.
13. Kitchen: 1 light point and 1 plug point.
14. Bath and W.C: 1 light point in each, 1 plug point.
15. Underground tank and overhead tank with sufficient capacity for regular water supply.
16. All W.C. will be provided with flushing system.
17. Electric pump and cabin with standby arrangement.
18. Elevator of reputed company.
19. Decorative marble/granite main entrance with fall ceilings.