

ALLOTMENT LETTER

To,

- 1) _____
PAN: _____
Residing at _____
- 2) _____
PAN: _____
Residing at _____

Subject: Allotment of Apartment

Dear Sir/ Madam,

You have shown your interest in purchasing an Apartment in our project 'TRIAA PRINCETOWN', bearing Gat no. 1195 (old corresponding Gat no. 1570) lying and situated at Revenue Village- Shikrapur, Taluka- Shirur, District Pune. With reference to your application dated _____, we have accepted your offer on following terms and conditions;

- 1) In accordance with your above referred application to us for allotment of an apartment, the particulars of the apartment are;

APARTMENT PARTICULARS	
Apartment No.	
Floor	
Carpet Area	sq. mtr.
Usable floor area of balcony	sq. mtr.
Usable floor area of terrace	sq. mtr.
Total usable floor area of apartment	sq. mtr.
Covered parking space for 4 wheeler	

- 2) The cost details in respect of the allotted apartment shall be as tabulated hereunder;

Price consideration of the said apartment including proportionate price of the common area and facilities appurtenant to the said Apartment	
Price of covered parking space	
Agreement Cost	

TRIAA PRINCE TOWN

Office No. 401/A, City Bay, City Point Towers, Boat Club Road, Pune - 411001. Email: sales@triaahousing.in | Tel.: +91 95520 04488

www.triaahousing.in

3) Other charges payable by allottee on or before execution of agreement are as follows;

Other charges payable by allottee on or before execution of agreement	
Stamp Duty- _____ %	
Registration charges- _____ %	
GST- @ _____ %	
Miscellaneous registration expenses	
Share money, application entrance fee of the Society	
Legal cost, charges and expenses	
Charges for formation and registration of the Society	
Deposit towards Water and other utility and services connection	
Charges	
Deposits of electrical receiving and Transformer/ Sub Station provided in Layout	
Total	
Other charges payable by allottee on or before delivery of possession of the Apartment	
Deposit towards provisional monthly contribution towards outgoings of Society and Maintenance charges Rs..... paise XSq.ft total usable area X for...24.....months.	
Service Tax (@14.50%)/GST on the maintenance Charges(or as applicable)	
Total	

We have received from you an amount of Rs. _____, By a cheque dated _____ for Rs. _____, bearing No. _____, drawn on _____ Bank, Branch _____, towards advance payment.

TERMS AND CONDITIONS:

1) Issuance of this non-transferable Allotment Letter to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee signs and delivers the Agreement with all the schedules (Copy attached) along with the payments due as stipulated in the above Payment Plan within 30 (thirty) days from the date of this

Allotment Letter; and appears for registration of the Agreement before the concerned Sub-Registrar as and when intimated by the Promoter. This Allotment Letter is not meant or be treated or deemed to be as Agreement as contemplated under provisions of law.

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

3) Minimum token amount should be equivalent to Rs. _____ /- of the agreement cost, which shall be retained as interest free *bonafide refundable* deposit, refundable.

4) Unless agreement is entered into by the applicant, no right of any nature is conferred or intended to be conferred by this Letter on the applicant.

4) All taxes, cess, charges or levies under any concerned statute shall be borne by the Purchaser, over and above price of the Apartment.

5) The Purchaser has received the floor plan & specification, of the said flat at the time of booking and has no confusions what so ever and would not change the option confirmed by us on the date of booking.

6) In case of cancellation for any reason what so ever then the amount paid by the Allottee against the said booking shall be returned within 30 days from date of cancellation of booking.

I / We have read, understood, accepted and agreed for the above mentioned contents, payment Plan, terms and conditions.

Allottee's Signature 1) _____ 2) _____

For TRIAA DEVELOPMENTS (PROMOTER)

Mr.....

Senior Executive/Assistant Manager-Sales Sign: _____

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE IS MADE & EXECUTED AT PUNE ON THIS THE DAY OF JUNE IN THE YEAR 2017.

BETWEEN

M/S. TRIAA INFRACON LLP (PAN NO. AAKFT8196J) A PARTNERSHIP FIRM, REGISTERED UNDER THE INDIAN PARTNERSHIP ACT, 1932. HAVING ITS REGISTERED OFFICE AT - OFFICE NO.401-A, CITY BAY, BOAT CLUB ROAD, PUNE 411 001; THROUGH ITS PARTNER,

[1] MR. SHYAMLAL PATIRAM GOEL [PAN NO. AFVPG6662G]

AGE - 51 YEARS, OCCUPATION- BUSINESS,

R/AT - 1/16, KUMAR CITY, KALYANI NAGAR, WADGAONSHERI, PUNE - 411 014.

AND / OR

[2] MR. ANKIT SHYAMLAL GOEL [PAN NO. AXMPG 9141R]

AGE - 26 YEARS, OCCUPATION- BUSINESS,

R/AT - 1/16, KUMAR CITY, KALYANI NAGAR, WADGAONSHERI, PUNE - 411 014.

HEREINAFTER REFERRED TO AS THE '**PROMOTERS/DEVELOPERS**' (WHICH EXPRESSIONS SHALL UNLESS IT BE REPUGNANT TO THE CONTEXT OR MEANING THEREOF SHALL MEAN AND INCLUDE ITS PRESENT AND FUTURE PARTNERS, AND THE SURVIVORS OR SURVIVOR OF THEM AND THEIR HEIRS, EXECUTORS, ADMINISTRATORS OF SUCH SURVIVOR ETC.);

...PARTY OF THE FIRST PART

AND

[1] NAME: [PAN NO.]

AGE - YEARS, OCCUPATION -

ADDRESS:

[2] NAME: [PAN NO.]

AGE - YEARS, OCCUPATION -

ADDRESS:

HEREINAFTER REFERRED TO AS THE "**PURCHASER/S/ ALLOTTEE**" (WHICH EXPRESSION SHALL UNLESS IT BE REPUGNANT TO THE CONTEXT OR MEANING THEREOF BE DEEMED TO MEAN AND INCLUDE THE PURCHASER, HIS / HER / THEIR SUCCESSORS AND PERMITTED ASSIGNEES ALONE SO FAR AS THE OBLIGATIONS ON THE PART OF THE PURCHASER CONCERNED.);

...PARTY OF THE SECOND PART

AND

AAKANKSHA ASSOCIATES, A PARTNERSHIP FIRM, REGISTERED UNDER THE PROVISIONS OF THE INDIAN PARTNERSHIP ACT, 1932, HAVING ITS REGISTERED OFFICE AT: 1120, YERWADA, NAGAR ROAD, PUNE-410006, (**FIRM PAN NO. AAOFA6044L**) REPRESENTED THROUGH ITS PARTNERS, MR. SANDEEP KRISHNAMURARI AGARWAL, AGE ABOUT-42 YEARS, OCCUPATION - BUSINESS, R/AT - 1120, YERWADA, NAGAR ROAD, PUNE-410006.

HEREINAFTER REFERRED TO AS '**THE OWNERS/THE CONSENTING PARTY**' (WHICH EXPRESSIONS SHALL UNLESS IT BE REPUGNANT TO THE CONTEXT OR MEANING THEREOF SHALL MEAN AND INCLUDE, THEIR RESPECTIVE SURVIVORS OR SURVIVOR OF THEM AND THEIR HEIRS, EXECUTORS, ADMINISTRATORS OF SUCH SURVIVOR ETC.);

...PARTY OF THE THIRD PART

WHEREAS :

- A) WHEREAS THE PARTY OF THE THIRD PART IS ABSOLUTELY ENTITLED TO AND/OR SEIZED AND POSSESSED OF FREE FROM ALL ENCUMBRANCES WHATSOEVER BUILDABLE LANDED PROPERTY, A SEPARATED AREA, ADMEASURING 00 HECTARE, 80 ARES, FROM AND OUT THE ENTIRE LANDED PROPERTY, BEARING GAT NO. 1195,(OLD CORRESPONDING GAT NO.1570), TOTALLY ADMEASURING 02 HECTARES,00 ARES, ASSESSED AT RS.03.79,IN RESIDENTIAL ZONE, LYING, BEING AND SITUATED AT REVENUE VILLAGE-SHIKRAPUR, TALUKA-SHIRUR, DISTRICT-PUNE, ZILLA PARISHAD -PUNE, TALUKA PANCHAYAT SAMITI - SHIKRAPUR, WITHIN THE LOCAL LIMITS OF GRAMPANCHAYAT SHIKRAPUR, AND WITHIN THE JURISDICTION OF SUB-REGISTRAR, TALEGAON DHAMDHERE (TAL -SHIRUR); WHICH PROPERTY IS MORE PARTICULARLY DESCRIBED IN THE SCHEDULE WRITTEN HEREUNDER AND FOR THE SAKE OF CONVENIENCE HEREINAFTER REFERRED TO AS THE ' SAID LAND';
- B) AND WHEREAS THE SAID LAND WAS PREVIOUSLY OWNED BY MR. HEMANT SAMBHAJIRAOKARANJE, WHO SOLD THE SAID PROPERTY, TO THE PARTY OF THE THIRD PART, BY VIRTUE OF A SALE DEED, DATED - 06/09/2014, REGISTERED AT SR. NO. 5448/2014, IN THE OFFICE OF THE SUB REGISTRAR, TALEGAON DHAMDHERE (TAL-SHIRUR). BASED ON THE ABOVE SAID REGISTERED SALE DEED, AN EFFECT HAS BEEN GIVEN TO THE RECORD OF RIGHTS OF THE SAID PROPERTY AND THE NAME OF THE PARTY OF THE THIRD PART, HAS BEEN RECORDED IN THE RECORD OF RIGHTS OF THE SAID PROPERTY, AS AN ABSOLUTE OWNER ,VIDE MUTATION ENTRY NO. 9292;
- C) AND WHEREAS BASED ON THE ABOVE SAID REGISTERED SALE DEED, THE ABOVE SAID OWNER HAS ACQUIRED ITS RIGHT, TITLE AND INTEREST IN THE SAID PROPERTY WHICH IS FREE FROM ALL ENCUMBRANCES AND IT HAS CLEAN AND CLEAR MARKETABLE TITLE TO THE SAID PROPERTY;
- D) PARTY OF THE THIRD PART MEASURED AND DEMARCATED THE SAID PROPERTY AND PREPARED LAYOUT CUM BUILDING LAYOUT WHICH IS DULY APPROVED BY ASST. DIRECTOR, TOWN PLANNING, PUNE BRANCH AND ACCORDINGLY COLLECTOR PUNE GRANTED NA PERMISSION VIDE ITS ORDER NO. NA/SR/23/2016 DATED 29/06/2016.
- E) FOR GOOD AND SUFFICIENT REASONS, THE PARTY OF THE THIRD PART, WAS DESIROUS OF IMPLEMENTING A PROJECT OF CARRYING OUT THE DEVELOPMENT AND THE SCHEME OF CONSTRUCTION ON THE SAID LAND AND SALE OF THE FLATS/UNITS/ COMMERCIAL PREMISES OR ANY OTHER STRUCTURES CONSTRUCTED THEREON WITH ANY OTHER PARTY HAVING THE NECESSARY FINANCIAL CAPACITY AND EXPERTISE IN THE DEVELOPMENT AND CONSTRUCTION OF IMMOVABLE PROPERTIES AND SALE OF UNITS THEREIN;
- F) PURSUANT TO DISCUSSIONS BY AND BETWEEN THE PARTY OF THE THIRD PART AND THE PARTY OF THE FIRST PART, HERETO, AND RELYING ON THE REPRESENTATION AND ASSURANCE GIVEN BY THE PARTY OF THE THIRD PART, IT HAS BEEN AGREED UPON BY AND BETWEEN THEM THAT THEY SHALL JOINTLY IMPLEMENT A PROJECT ON THE SAID LAND AND IT HAS BEEN AGREED BY AND BETWEEN THE PARTIES THAT THEY SHALL CARRY OUT THE RESPECTIVE WORKS AND OBLIGATIONS MUTUALLY AGREED UPON BY THEM IN DEVELOPING THE SAID LAND JOINTLY TO THE BENEFIT OF EACH OTHER, AND ACCORDINGLY,

THE PARTY OF THE THIRD PART, HAS ENTERED INTO A JOINT VENTURE AGREEMENT, DATED – 11/08/2016, REGISTERED AT SR.NO.5490/2016, IN THE OFFICE OF THE SUB REGISTRAR, TALEGAON, DHAMDHERE (SHIRUR) ,PUNE, TO AND IN FAVOUR OF THE PARTY OF THE FIRST PART, THE PROMOTER, BUILDER AND THE DEVELOPER HEREIN, ON THE TERMS AND CONDITIONS MENTIONED THEREIN;

- G) AND WHEREAS THE PROMOTERS ARE ENTITLED AND ENJOINED UPON TO CONSTRUCT BUILDINGS ON THE PROJECT LAND IN ACCORDANCE WITH THE RECITALS HEREINABOVE.
- H) AND WHEREAS THE SAID PROJECT WHEN COMPLETED WILL BE KNOWN AND STYLED AS **"TRIAA PRINCETOWN"**;
- I) AND WHEREAS THE PROMOTER IS IN POSSESSION OF THE PROJECT LAND
- J) AND WHEREAS THE PROMOTER HAS PROPOSED TO CONSTRUCT ON THE PROJECT LAND FOUR BUILDINGS AND ALL BUILDINGS ARE RESIDENTIAL WITH STILT UPPER 4 FLOORS
- K) BY VIRTUE OF THE AFORESAID FACTS, DEEDS AND DOCUMENTS, THE PROMOTER / DEVELOPER HAS SOLE AND EXCLUSIVE RIGHTS TO CONSTRUCT AND ALLOT / SELL FLATS / UNITS ALONG WITH ATTACHED TERRACES ETC. AND CAR PARKING AREA AND TWO WHEELER PARKING AREA SHALL BE TREATED AS COMMON PARKING AREA IN THE BUILDING/S TO BE CONSTRUCTED OR BEING CONSTRUCTED ON THE SAID PROPERTY HOWEVER ALLOTTED CAR PARKING AREA SHALL BE ENJOYED BY THE RESPECTIVE PURCHASERS OF THE FLATS AS PER THEIR MUTUAL UNDERSTANDING AGREED BY THEM WITH THE PROMOTER / DEVELOPER AND TO ENTER INTO AN AGREEMENT /S WITH THE PURCHASERS OF THE FLATS / UNITS AND TO RECEIVE SALE PRICE AND TO GIVE VALID RECEIPTS THEREOF.
- L) THE PROMOTER HEREIN HAVE ENTERED INTO A STANDARD AGREEMENT WITH AN ARCHITECT REGISTERED WITH THE COUNCIL OF ARCHITECTS AND SUCH AGREEMENT IS AS PER THE AGREEMENTS PRESCRIBED BY THE COUNCIL OF ARCHITECTS. WHEREAS THE PROMOTER HAS APPOINTED A STRUCTURAL ENGINEER FOR THE PREPARATION OF THE STRUCTURAL DESIGN AND DRAWINGS OF THE BUILDING/S AND THE PROMOTER ACCEPTS THE PROFESSIONAL SUPERVISION OF THE ARCHITECT AND THE STRUCTURAL ENGINEER TILL THE COMPLETION OF THE BUILDING/S
- M) AND WHEREAS THE PURCHASERS/ ALLOTTEE IS OFFERED AN FLAT/APARTMENT BEARING NUMBER _____ ON _____ FLOOR, (HEREIN AFTER REFERRED TO AS THE SAID "FLAT/APARTMENT/FLAT") IN THE _____ WING OF THE BUILDING CALLED "TRIAA PRNCETOWN" (HEREIN AFTER REFERRED TO AS THE SAID "BUILDING") BEING CONSTRUCTED IN THE SAID PROJECT, BY THE PROMOTER
- N) THE COPY OF THE CERTIFICATE OF TITLE ISSUED BY THE ADVOCATE OF THE PROMOTER, COPIES OF PROPERTY CARD OR EXTRACT SHOWING THE NATURE OF THE TITLE OF THE CONSENTING PARTY TO THE SAID PROPERTY ON WHICH THE CONSTRUCTION IS UNITS TO BE CONSTRUCTED AND THE COPIES OF THE PLANS AND SPECIFICATIONS OF THE FLAT/S AGREED TO BE PURCHASED BY THE PURCHASER APPROVED BY THE CONCERNED LOCAL AUTHORITY HAVE BEEN ANNEXED HERETO AND MARKED AS ANNEXURE 'A', 'B' AND 'C-1', RESPECTIVELY.

- O) AND WHEREAS THE AUTHENTICATED COPIES OF THE PLANS OF THE LAYOUT AS PROPOSED BY THE PROMOTER AND ACCORDING TO WHICH THE CONSTRUCTION OF THE BUILDINGS AND OPEN SPACES ARE PROPOSED TO BE PROVIDED FOR ON THE SAID PROJECT HAVE BEEN ANNEXED HERETO AND MARKED AS ANNEXURE C-2.
- P) AND WHEREAS THE AUTHENTICATED COPIES OF THE PLANS AND SPECIFICATIONS OF THE FLAT/APARTMENT AGREED TO BE PURCHASED BY THE PURCHASERS/ ALLOTTEE, AS SANCTIONED AND APPROVED BY THE PUNE METROPOLITAN REGION DEVELOPMENT AUTHORITY (PMRDA) HAVE BEEN ANNEXED AND MARKED AS ANNEXURE D.
- Q) AND WHEREAS THE PROMOTER HAS GOT SOME OF THE APPROVALS FROM THE PMRDA 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
- R) AND WHEREAS WHILE SANCTIONING THE SAID PLANS PMRDA AND/OR GOVERNMENT HAS LAID DOWN CERTAIN TERMS, CONDITIONS, STIPULATIONS AND RESTRICTIONS WHICH ARE TO BE OBSERVED AND PERFORMED BY THE PROMOTER WHILE DEVELOPING THE PROJECT LAND AND THE SAID BUILDING AND UPON DUE OBSERVANCE AND PERFORMANCE OF WHICH ONLY THE COMPLETION OR OCCUPANCY CERTIFICATE IN RESPECT OF THE SAID BUILDING/S SHALL BE GRANTED BY THE PMRDA.
- S) THE PROMOTER, BUILDER AND THE DEVELOPER HAS ACCORDINGLY ALREADY COMMENCED THE CONSTRUCTION OF THE SAID PROJECT IN ACCORDANCE WITH THE SAID PROPOSED PLANS.
- T) AND WHEREAS THE ALLOTTEE HAS APPLIED TO THE PROMOTER FOR ALLOTMENT OF AN APARTMENT NO. _____ ON _____ FLOOR IN WING _____ SITUATED IN THE BUILDING NO. _____ BEING CONSTRUCTED IN THE _____ PHASE OF THE SAID PROJECT.
- U) AND WHEREAS THE CARPET AREA OF THE SAID APARTMENT IS _____ SQUARE METERS AND 'CARPET AREA' MEANS THE NET USABLE FLOOR AREA OF AN FLAT/APARTMENT, EXCLUDING THE AREA COVERED BY THE EXTERNAL WALLS, AREAS UNDER SERVICES SHAFTS, EXCLUSIVE BALCONY APPURTENANT TO THE SAID FLAT/APARTMENT FOR EXCLUSIVE USE OF THE PURCHASERS/ ALLOTTEE OR VERANDAH AREA AND EXCLUSIVE OPEN TERRACE AREA APPURTENANT TO THE SAID FLAT/APARTMENT FOR EXCLUSIVE USE OF THE PURCHASERS/ ALLOTTEE, BUT INCLUDES THE AREA COVERED BY THE INTERNAL PARTITION WALLS OF THE FLAT/APARTMENT.
- V) AND WHEREAS, THE PARTIES RELYING ON THE CONFIRMATIONS, REPRESENTATIONS AND ASSURANCES OF EACH OTHER TO FAITHFULLY ABIDE BY ALL THE TERMS, CONDITIONS AND STIPULATIONS CONTAINED IN THIS AGREEMENT AND ALL APPLICABLE LAWS, ARE NOW WILLING TO ENTER INTO THIS AGREEMENT ON THE TERMS AND CONDITIONS APPEARING HEREINAFTER;
- W) AND WHEREAS, PRIOR TO THE EXECUTION OF THESE PRESENTS THE PURCHASERS/ ALLOTTEE HAS PAID TO THE PROMOTER A SUM OF RS _____ (RUPEES _____) ONLY, BEING BY PART PAYMENT OF THE SALE CONSIDERATION OF THE FLAT/APARTMENT AGREED TO BE SOLD BY THE

PROMOTER TO THE PURCHASERS/ ALLOTTEE AS ADVANCE PAYMENT (THE PAYMENT AND RECEIPT WHEREOF THE PROMOTER BOTH HEREBY ADMIT AND ACKNOWLEDGE) AND THE PURCHASERS/ ALLOTTEE HAS AGREED TO PAY TO THE PROMOTER THE BALANCE OF THE SALE CONSIDERATION IN THE MANNER HEREINAFTER APPEARING.

- X) AND WHEREAS, THE PROMOTER HAS REGISTERED THE PROJECT UNDER THE PROVISIONS OF THE REAL ESTATE (REGULATION & REDEVELOPMENT) ACT, 2016 WITH THE REAL ESTATE REGULATORY AUTHORITY AT ____ NO.____;
- Y) AND WHEREAS, UNDER SECTION 13 OF THE SAID ACT THE PROMOTER IS REQUIRED TO EXECUTE A WRITTEN AGREEMENT FOR SALE OF SAID FLAT/APARTMENT WITH THE PURCHASERS/ ALLOTTEE, BEING IN FACT THESE PRESENTS AND ALSO TO REGISTER SAID AGREEMENT UNDER THE REGISTRATION ACT, 1908. AND SECTION 3 OF THE MAHARASHTRA FLAT OWNERSHIP ACT 1963.
- Z) IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT AND AS MUTUALLY AGREED UPON BY AND BETWEEN THE PARTIES, THE PROMOTER HEREBY AGREES TO SELL AND THE PURCHASERS/ ALLOTTEES HEREBY AGREES TO PURCHASE THE FLAT/APARTMENT NO. _____ AND ONE COVERED PARKING (IF APPLICABLE)

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

- (1) THE PROMOTER SHALL CONSTRUCT THE SAID BUILDING/S CONSISTING OF _____ BASEMENT AND GROUND/ STILT/ _____ PODIUMS, AND _____ UPPER FLOORS ON THE SAID PROJECT LAND IN ACCORDANCE WITH THE PLANS, DESIGNS AND SPECIFICATIONS AS APPROVED BY THE CONCERNED LOCAL AUTHORITY FROM TIME TO TIME.

PROVIDED THAT THE PROMOTER SHALL HAVE TO OBTAIN PRIOR CONSENT IN WRITING OF THE PURCHASERS/ ALLOTTEE IN RESPECT OF VARIATIONS OR MODIFICATIONS WHICH MAY ADVERSELY AFFECT THE FLAT/APARTMENT OF THE PURCHASERS/ ALLOTTEE EXCEPT ANY ALTERATION OR ADDITION REQUIRED BY ANY GOVERNMENT AUTHORITIES OR DUE TO CHANGE IN LAW.

- (2) RELYING ON THE PURCHASER'S REPRESENTATION AND THE ASSURANCES, THE PROMOTER HEREIN AGREED TO SELL AND THE PURCHASER/S HAS/HAVE AGREED TO PURCHASE **"FLAT BEARING NO.402, ADMEASURING CARPET _____ SQ.MTRS., TOGETHER WITH DRY BALCONY SPACE ADMEASURING AREA _____ SQ.MTRS. + ADJACENT TERRACE AREA ADMEASURING _____ SQ.MTRS., SITUATED ON FOURTH FLOOR IN THE BUILDING/WING NO. ' ' IN THE PROJECT KNOWN AS 'TRIAA PRINCETOWN'** AND MORE PARTICULARLY DESCRIBED IN THE SCHEDULE "II" HEREUNDER WRITTEN AND AS SHOWN IN THE FLOOR PLAN THEREOF HERETO ANNEXED AND MARKED AS ANNEXURES C-1 AND C-2 (HEREINAFTER REFERRED TO AS 'THE SAID UNIT / FLAT/S') FOR THE TOTAL CONSIDERATION OF **RS. _____ (IN WORDS RS. _____)** INCLUDES PRICE OF THE COMMON AREAS AND FACILITIES, APPURTENANT TO THE PREMISES EXCLUDING ALL EXPENSES SEPARATELY MENTIONED

HEREIN BELOW AND EXPENSES FOR STAMP DUTY AND REGISTRATION FEES, VAT, SERVICE TAX, GST OR ANY OTHER TAXES LEVIED, WHICH SHALL BE PAID BY PURCHASER SEPARATELY. THE NATURE, EXTENT AND DESCRIPTION OF THE COMMON AREAS AND FACILITIES ARE MORE PARTICULARLY DESCRIBED IN THE FOURTH SCHEDULE WRITTEN HEREUNDER AND THE PROMOTER HAS AGREED TO PROVIDE THE AMENITIES IN THE SAID FLAT/S WHICH ARE MORE PARTICULARLY DESCRIBED IN THE THIRD SCHEDULE WRITTEN HERETO. THE PROMOTER AND THE PURCHASER AGREE NOT TO QUESTION OR CHALLENGE THE SAID CONSIDERATION THE SAME HAVING BEEN SETTLED ON LUMP SUM BASIS AFTER CONSIDERING ALL ASPECTS AND OTHER TERMS OF THE AGREEMENT.

(3) THE PURCHASERS/ ALLOTTEE HEREBY AGREES TO PURCHASE FROM THE PROMOTER AND THE PROMOTER HEREBY AGREES TO SELL TO THE PURCHASERS/ ALLOTTEE ONE COVERED PARKING (IF AVAILABLE) SITUATED AT _____ BEING CONSTRUCTED IN THE LAYOUT FOR THE CONSIDERATION OF RS. _____/- BUT AT THE TIME OF DELIVERY OF POSSESSION OF THE SAID FLAT, ONE CAR PARKING SHALL BE ALLOTTED/INFORM AS PER POSSESSION RECEIPT, DECLARATION ETC, AS MIGHT BE REQUIRED BY THE PROMOTER.

(4) THE TOTAL AGGREGATE CONSIDERATION AMOUNT FOR APARTMENT INCLUDING COVERED PARKING SPACE IS THUS RS. _____/-

(5)

IF AT ANY TIME, AFTER EXECUTION OF THIS AGREEMENT THE CENTRAL GOVERNMENT / STATE GOVERNMENT / LOCAL AUTHORITY / REVENUE AUTHORITY / ANY OTHER AUTHORITY / ANY COURT / JUDICIAL AUTHORITY / QUASI JUDICIAL AUTHORITY BY WAY OF ANY STATUTE / RULE / REGULATION / NOTIFICATION / ORDER / JUDGMENT / EXECUTIVE POWER ETC. LEVIES ANY TAX / DUTY / CHARGES / PREMIUM / LEVIES / CESS / SURCHARGE / DEMANDS / WELFARE FUND OR ANY FUND / BETTERMENT TAX / SALES TAX / TRANSFER TAX / TURNOVER TAX / WORKS CONTRACT TAX / SERVICE TAX, VAT, PENALTIES ET CETERA AND PUT IN FORCE OR SHALL BE IN FORCE PROSPECTIVELY OR RETROSPECTIVELY, IN RESPECT OF THE SAID ACCOMMODATION OR THE CONSTRUCTION FOR EXECUTION OF THE SAID AGREEMENT OR OTHER DOCUMENT REGISTERED OR THE TRANSACTION HEREIN, SHALL EXCLUSIVELY BE BORNE AND PAID (AND IF THE SAME IS PAID BY THE PROMOTER, BUILDER AND THE DEVELOPER THEN REIMBURSED) BY THE PURCHASER/S. THE PURCHASER/S HEREBY INDEMNIFY/IES THE PROMOTER, BUILDER AND THE DEVELOPER FROM ALL SUCH LEVIES, COST AND CONSEQUENCES.

THE PARTIES HERETO, AGREED THAT THE LIABILITY AND RESPONSIBILITY TO PAY SERVICE TAX / VAT PENALTIES AND INTEREST THEREON ETC, SHALL SOLELY BE ON THE PURCHASER/S. THE PROMOTER, BUILDER AND THE DEVELOPER SHALL NOT BE LIABLE AND / OR RESPONSIBLE FOR PAYMENT THEREOF. IN THE EVENT, HOWEVER IF THE PROMOTER, BUILDER AND THE DEVELOPER IS CONSTRAINED TO PAY ANY SUCH AMOUNT, THE PURCHASER/S SHALL BE LIABLE TO REIMBURSE THE SAME TO THE PROMOTER, BUILDER AND THE DEVELOPER TOGETHER WITH PENALTY (IF ANY) AND INTEREST FROM THE DATE OF PAYMENT BY THE PROMOTER TO THE DATE REIMBURSEMENT BY THE PURCHASER/S. IT IS AGREED THAT THE PROMOTER, BUILDER AND THE DEVELOPER SHALL HAVE THE RIGHT TO CLAIM SUCH AMOUNT ALONG WITH OTHER CLAIMS OF COMPENSATION/LOSSES/BURDEN UNDERGONE/UNDERTAKEN BY IT/HIM. IT IS FURTHER AGREED THAT THERE SHALL ALWAYS BE A CHARGE / LIEN ON THE SAID ACCOMMODATION IN FAVOUR OF THE PROMOTER, BUILDER AND THE DEVELOPER AGAINST THE AMOUNT PAYABLE BY THE PURCHASER/S TO THE PROMOTER, BUILDER AND THE DEVELOPER TOWARDS THE SERVICE TAX / VAT AND

/ OR ANY OTHER TAX, DUTY, CHARGE, PREMIUM, LEVIES, CESS, SURCHARGE, PENALTIES ETC. RELATING TO THIS TRANSACTION. IN SHORT, IT IS MADE EXPLICITLY CLEAR THAT WHATEVER THE TAXES AND UNDER WHAT EVER HEAD PERTAINING TO THE SAID FLAT / UNIT, ARE TO BE BORNE AND PAID EXCLUSIVELY BY THE PURCHASER/S.

AT THE TIME OR BEFORE THE EXECUTION OF THESE PRESENTS, THE PURCHASER/S HAS/HAVE PAID TO THE PROMOTER A SUM OF RS. _____ /- (IN WORDS RS. _____ ONLY) VIDE CHEQUE NO. _____, DATED - _____ DRAWN ON _____ BEING PART PAYMENT OF THE SALE PRICE OF THE FLAT/UNIT AGREED TO BE SOLD BY THE PROMOTER TO THE PURCHASER/S, AS ADVANCE PAYMENT OR DEPOSIT (THE PAYMENT AND RECEIPT WHEREOF THE PROMOTER DOTH HEREBY ADMIT AND ACKNOWLEDGE) WHICH SHALL IN NO EVENT EXCEED TEN PERCENT OF THE SALE PRICE OF THE FLAT/UNIT AGREED TO BE SOLD TO THE PURCHASER/S, AND THE PURCHASER/S HAS/HAVE AGREED TO PAY TO THE PROMOTER THE BALANCE AMOUNT OF RS. _____ (RUPEES _____) IN THE FOLLOWING MANNER

- I. AMOUNT OF RS. _____ /- (RUPEES _____) (NOT EXCEEDING 30% OF THE TOTAL CONSIDERATION) TO BE PAID TO THE PROMOTER AFTER EXECUTION OG AGREEMENT
- II. AMOUNT OF RS. _____ /- (RUPEES _____) (NOT EXCEEDING 45% OF THE TOTAL CONSIDERATION) TO BE PAID TO THE PROMOTER ON COMPLETION OF THE PLINTH OF THE WING OR BUILDING IN WHICH THE SAID APARTMENT IS LOCATED
- III. AMOUNT OF RS. _____ /- (RUPEES _____) (NOT EXCEEDING 70% OF THE TOTAL CONSIDERATION) TO BE PAID TO THE PROMOTER ON COMPLETION OF THE SLABS INCLUDING PODIUMS AND STILTS OF THE BUILDING OR WING IN WHICH THE SAID APARTMENT IS LOCATED
- IV. AMOUNT OF RS. _____ /- (RUPEES _____) (NOT EXCEEDING 75% OF THE TOTAL CONSIDERATION) TO BE PAID TO THE PROMOTER ON COMPLETION OF THE WALLS, INTERNAL, PLASTER, FLOORINGS DOORS AND WINDOWS OF THE SAID APARTMENT
- V. AMOUNT OF RS. _____ /- (RUPEES _____) (NOT EXCEEDING 80% OF THE TOTAL CONSIDERATION) TO BE PAID TO THE PROMOTER ON COMPLETION OF THE SANITARY FITTINGS, STAIRCASES, LIFT WELL, LOBBIES, UPTO THE FLOOR LEVEL OF THE SAID APARTMENT
- VI. AMOUNT OF RS. _____ /- (RUPEES _____) (NOT EXCEEDING 85% OF THE TOTAL CONSIDERATION) TO BE PAID TO THE PROMOTER ON COMPLETION OF THE EXTERNAL PLUMBING AND EXTERNAL PLASTER, ELEVATION, TERRACES WITH WATERPROOFING, OF THE BUILDING OR WING IN WHICH THE SAID APARTMENR IS LOCATED
- VII. AMOUNT OF RS. _____ /- (RUPEES _____) (NOT EXCEEDING 95% OF THE TOTAL CONSIDERATION) TO BE PAID TO THE PROMOTER ON COMPLETION OF THE LIFTS, WATER PUMPS, ELECTRICAL FITTINGS, ELECTRO, MECHANICAL AND ENVIRONMENT REQUIREMNETS, ENTRANCE LOBBY/S, PLINTH

PROTECTION, PAVING OF AREAS APPERTAIN AND ALL OTHER REQUIREMENTS AS MAY BE PRESCRIBED IN THE AGREEMENT OF SALE OF THE BUILDING OR WING IN WHICH THE SAID APARTMENT IS LOCATED

VIII. BALANCE AMOUNT OF RS. _____/- (RUPEES)
AGAINST AND AT TIME OF HANDING OVER OF
THE POSSESSION OF THE APARTMENT TO THE ALLOTTEE ON OR AFTER RECEIPT OF
OCCUPANCY CERTIFICATE OR COMPLETION CERTIFICATE

THE PURCHASER/S AGREE/S THAT THE PROMOTER, BUILDER AND THE DEVELOPER MAY MERGE OR CONSOLIDATE TWO OR MORE INSTALLMENTS IN ITS/HIS DISCRETION BY SIMULTANEOUSLY EXECUTING THE CONTEMPLATED WORK IN THE SAID INSTALLMENT. THE CONSIDERATION OF THE SAID ACCOMMODATION IS ALSO ARRIVED ON THE ASSURANCE OF THE PURCHASER/S TO ABIDE BY THE ABOVE PAYMENT SCHEDULE ONLY AND IT WILL NOT BE ALTERED BY THE PURCHASER/S.

THE PURCHASER HEREIN SHALL PAY THE AFORESAID AMOUNT ON DUE DATE OR WITHIN SEVEN DAYS FROM THE PROMOTER GIVING THE WRITTEN INTIMATION TO THE PURCHASER CALLING UPON THE PURCHASER TO MAKE THE PAYMENT. TIME IS THE ESSENCE OF THE CONTRACT FOR THE ALLOTTEE AS WELL AS THE PROMOTER. THE PROMOTER SHALL ABIDE BY THE TIME SCHEDULE FOR COMPLETING THE PROJECT AND HANDING OVER THE APARTMENT TO THE ALLOTTEE AND THE COMMON AREAS AFTER RECEIVING THE OCCUPANCY CERTIFICATE OR COMPLETION CERTIFICATE OR BOTH AS THE CASE MAY BE.

(6) THE TOTAL PRICE IS ESCALATION-FREE, SAVE AND EXCEPT ESCALATIONS/INCREASES, DUE TO INCREASE ON ACCOUNT OF DEVELOPMENT CHARGES PAYABLE TO THE COMPETENT AUTHORITY AND/OR ANY OTHER INCREASE IN CHARGES WHICH MAY BE LEVIED OR IMPOSED BY THE COMPETENT AUTHORITY LOCAL 13 BODIES/GOVERNMENT FROM TIME TO TIME. THE PROMOTER UNDERTAKES AND AGREES THAT WHILE RAISING A DEMAND ON THE PURCHASERS/ ALLOTTEE FOR INCREASE IN DEVELOPMENT CHARGES, COST, OR LEVIES IMPOSED BY THE COMPETENT AUTHORITIES ETC., THE PROMOTER SHALL ENCLOSE THE SAID NOTIFICATION/ORDER/RULE/REGULATION PUBLISHED/ISSUED IN THAT BEHALF TO THAT EFFECT ALONG WITH THE DEMAND LETTER BEING ISSUED TO THE PURCHASERS/ ALLOTTEE, WHICH SHALL ONLY BE APPLICABLE ON SUBSEQUENT PAYMENTS. THIS IS IN LIEU OF THE FACT THAT THE PURCHASER WILL NOT HAVE PAID THE ENTIRE CONSIDERATION, AND FURTHER THAT THE CANCELLATION IS BY THE PURCHASER'S / DUE TO THE FAULT OF THE PURCHASER AND HE CANNOT BE REWARDED FOR THE SAME.

(7) THE PROMOTER SHALL CONFIRM THE FINAL CARPET AREA THAT HAS BEEN ALLOTTED TO THE PURCHASERS/ ALLOTTEE AFTER THE CONSTRUCTION OF THE BUILDING IS COMPLETE AND THE OCCUPANCY CERTIFICATE IS GRANTED BY THE PMRDA/COMPETENT AUTHORITY, BY FURNISHING DETAILS OF THE CHANGES, IF ANY, IN THE CARPET AREA, SUBJECT TO A VARIATION CAP OF THREE PERCENT. THE TOTAL PRICE PAYABLE FOR THE CARPET AREA SHALL BE RECALCULATED UPON CONFIRMATION BY THE PROMOTER. IF THERE IS ANY REDUCTION IN THE CARPET AREA WITHIN THE DEFINED LIMIT THEN PROMOTER SHALL REFUND THE EXCESS MONEY PAID BY PURCHASERS/ ALLOTTEE WITHIN FORTY-FIVE DAYS WITH ANNUAL INTEREST AT THE RATE SPECIFIED IN THE RULES, FROM THE DATE WHEN SUCH AN EXCESS AMOUNT WAS PAID BY THE PURCHASERS/ ALLOTTEE. IF THERE IS ANY INCREASE IN THE CARPET AREA ALLOTTED TO PURCHASERS/ ALLOTTEE, THE PROMOTER SHALL DEMAND ADDITIONAL AMOUNT

FROM THE PURCHASERS/ ALLOTTEE AS PER THE NEXT MILESTONE OF THE PAYMENT PLAN. ALL THESE MONETARY ADJUSTMENTS SHALL BE MADE AT THE SAME RATE PER SQUARE METER AS AGREED IN CLAUSE 1(A) OF THIS AGREEMENT.

- (8) THE PURCHASERS/ ALLOTTEE AUTHORIZES THE PROMOTER TO ADJUST/APPROPRIATE ALL PAYMENTS MADE BY HIM/HER UNDER ANY HEAD(S) OF DUES AGAINST LAWFUL OUTSTANDING, IF ANY, IN HIS/HER NAME AS THE PROMOTER MAY IN ITS SOLE DISCRETION DEEM FIT AND THE PURCHASERS/ ALLOTTEE UNDERTAKES NOT TO OBJECT/DEMAND/DIRECT THE PROMOTER TO ADJUST HIS PAYMENTS IN ANY MANNER.
- (9) THE PROMOTER MAY ALLOW, IN ITS SOLE DISCRETION, A REBATE FOR EARLY PAYMENTS OF EQUAL INSTALMENTS PAYABLE BY THE PURCHASERS/ ALLOTTEE BY DISCOUNTING SUCH EARLY PAYMENTS @_____% PER ANNUM FOR THE PERIOD BY WHICH THE RESPECTIVE INSTALMENT HAS BEEN PREPONED. THE PROVISION FOR ALLOWING REBATE AND SUCH RATE OF REBATE SHALL NOT BE SUBJECT TO ANY REVISION/ WITHDRAWAL, ONCE GRANTED TO AN PURCHASERS/ ALLOTTEE BY THE PROMOTER.
- (10) THE PROMOTER HEREBY AGREES TO OBSERVE, PERFORM AND COMPLY WITH ALL THE TERMS, CONDITIONS, STIPULATIONS AND RESTRICTIONS IF ANY, WHICH MAY HAVE BEEN IMPOSED BY THE CONCERNED LOCAL AUTHORITY AT THE TIME OF SANCTIONING THE SAID PLANS OR THEREAFTER AND SHALL, BEFORE HANDING OVER POSSESSION OF THE FLAT/APARTMENT TO THE PURCHASERS/ ALLOTTEE, OBTAIN FROM THE CONCERNED LOCAL AUTHORITY OCCUPANCY AND/OR COMPLETION CERTIFICATES IN RESPECT OF THE FLAT/APARTMENT.
- (11) IT IS HEREBY AGREED THAT SUBJECT TO THE TERMS OF THIS AGREEMENT THE PROMOTER AND THE PURCHASER SHALL OBSERVE, PERFORM AND COMPLY WITH ALL THE TERMS AND CONDITIONS, STIPULATIONS AND RESTRICTIONS, IF ANY, WHICH HAVE BEEN OR WHICH MAY BE IMPOSED BY LOCAL AUTHORITY AT THE TIME OF SANCTIONING OF THE SAID PLANS OR ANY TIME THEREAFTER OR AT THE TIME OF GRANTING COMPLETION CERTIFICATE IF APPLICABLE. THE PURCHASER SHALL NOT BE ENTITLED TO CLAIM POSSESSION OF THE SAID FLAT/S THE COMPLETION CERTIFICATE IN RESPECT OF THE SAID FLAT/S IS RECEIVED BY THE PROMOTER AND THE PURCHASER PAYS ALL DUES PAYABLE UNDER THIS AGREEMENT IN RESPECT OF THE SAID FLAT/S TO THE PROMOTER AND HAS PAID THE NECESSARY DEPOSITS AND SIGNED THE POSSESSION DOCUMENTS ETC. AFTER RECEIPT OF THE COMPLETION CERTIFICATE FROM THE CONCERNED AUTHORITIES THE PROMOTER, BUILDER AND THE DEVELOPER SHALL BE ABSOLVED FROM OR ANY LIABILITY IN CASE ANY ADDITION AND/OR ALTERATION TO THE FLAT/BUILDING BY THE PURCHASER, ANY DAMAGE TO THE BUILDING BY ACCIDENT, ANY TAMPERING WITH THE GEOMETRICAL SECTIONS OF THE BUILDING, LACK OF MAINTENANCE BY THE PURCHASERS/ ASSOCIATION, ANY EVENT OF FORCE MAJEURE AND ANY ACT OF GOD.
- (12) IT IS HEREBY DECLARED THAT THE PROMOTER IS ENTITLED TO CONSUME THE F.S.I. OF _____ SQUARE METRES AVAILABLE AS ON DATE IN RESPECT OF THE PROJECT LAND AS PER THE SANCTIONED PLAN. THE BALANCE F.S.I. OR ANY OF ADDITIONAL F.S.I. AS MAY BE GRANTED FOR THE SAID PROPERTY SHALL BE CONSUMED ONLY BY THE PROMOTER EVEN AFTER THE PROPERTY IS CONVEYED TO THE APARTMENT ASSOCIATION/SOCIETY AS MAY BE FORMED. THE PROMOTER IS ENTITLED TO MAKE USE OF THE SAID F.S.I. AS AND WHEN THEY DESIRE. THE PURCHASER UNDERTAKES NOT TO OBJECT FOR ANY FURTHER CONSTRUCTION AS SHALL BE CARRIED OUT BY THE PROMOTER FOR CONSUMING THE SAID BALANCE F.S.I. OR ANY ADDITIONAL F.S.I. AS SHALL BE GRANTED. THE PROMOTER

MAY ALSO CONSTRUCT AT THEIR ABSOLUTE DISCRETION, ADDITIONAL FLOORS BY VIRTUE OF CHANGES IN THE DEVELOPMENT CONTROL RULES/BYE-LAWS. THE PROMOTER SHALL BE ENTITLED TO FLOAT FSI OF THE PROPERTY IN THE PRESENT SCHEME TO ANY OTHER PROPERTY AND VICE-VERSA IF SO PERMITTED BY THE CONCERNED AUTHORITY. THE PROMOTER SHALL ALSO BE ENTITLED TO USE THE FSI OF THE INTERNAL ROADS, ROAD WIDENING, OPEN SPACE FSI, TDR ETC. ON THE SAID BUILDING AND OR OTHER BUILDINGS IN THE LAYOUT OF THE SAID PROJECT.

(13) THE PROMOTER HAS MADE FULL AND TRUE DISCLOSURE OF THE TITLE OF THE SAID PROPERTY AS WELL AS THE ENCUMBRANCES, IF ANY, KNOWN TO THE PROMOTER. THE PROMOTER HAS ALSO DISCLOSED TO THE PURCHASER/S NATURE OF ITS RIGHT, TITLE AND INTEREST OR RIGHT TO CONSTRUCT BUILDING/S. THE PROMOTER HAS ALSO GIVEN INSPECTION OF ALL THE DOCUMENTS TO THE PURCHASER/S AS REQUIRED BY LAW. THE PURCHASER/S HAS/HAVE CARRIED OUT THE SEARCH AND INVESTIGATED THE TITLE BY APPOINTING HIS/HER/THEIR OWN ADVOCATE AS REGARDS TO ITS/HIS TITLE, INTEREST, BUILDING PLANS, NA ORDERS AND REVENUE RECORD ETC. THE PURCHASER/S HAVING ACQUAINTED HIMSELF/HERSELF/THEMSELVES WITH ALL THE FACTS AND RIGHT OF THE PROMOTER HAS ENTERED INTO THIS AGREEMENT. THE PURCHASER/S HEREINAFTER SHALL NOT BE ENTITLED TO CHALLENGE OR QUESTION THE TITLE OF THE PROMOTER AND THE RIGHT/AUTHORITY OF THE PROMOTER IN RESPECT OF THE SAID PROPERTY AND TO ENTER INTO THIS AGREEMENT. AT ANY STAGE DURING THE IMPLEMENTATION OF THE SCHEME THE PROMOTER SHALL BE AT LIBERTY TO SELL, ASSIGN OR TRANSFER OR MORTGAGE OR OTHERWISE DEAL WITH ITS TITLE AND INTEREST IN THE SAID PROPERTY AND BUILDINGS TO BE CONSTRUCTED WITHOUT AFFECTING THE RIGHTS GRANTED IN FAVOUR OF THE PURCHASER IN RESPECT OF THE UNIT AGREED TO BE PURCHASED BY HIM AS PER THE TERMS OF THE AGREEMENTS.

(14) IF THE PROMOTER FAILS TO ABIDE BY THE TIME SCHEDULE FOR COMPLETING THE PROJECT AND HANDING OVER THE FLAT/APARTMENTS TO THE PURCHASERS/ ALLOTTEE, THE PROMOTER AGREES TO PAY TO THE PURCHASERS/ ALLOTTEE, WHO DOES NOT INTEND TO WITHDRAW FROM THE PROJECT, INTEREST AS SPECIFIED IN THE RULE, ON ALL THE AMOUNTS PAID BY THE PURCHASERS/ ALLOTTEE, FOR EVERY MONTH OF DELAY, TILL THE HANDING OVER OF THE POSSESSION. THE PURCHASERS/ ALLOTTEE AGREES TO PAY TO THE PROMOTER, INTEREST AS SPECIFIED IN THE RULE, ON ALL THE DELAYED PAYMENT WHICH BECOME DUE AND PAYABLE BY THE PURCHASERS/ ALLOTTEE TO THE PROMOTER UNDER THE TERMS OF THIS AGREEMENT FROM THE DATE THE SAID AMOUNT IS PAYABLE BY THE PURCHASERS/ ALLOTTEE(S) TO THE PROMOTER.

WITHOUT PREJUDICE TO THE RIGHT OF PROMOTER TO CHARGE INTEREST IN TERMS OF SUB CLAUSE 4.1 ABOVE, ON THE PURCHASERS/ ALLOTTEE COMMITTING DEFAULT IN PAYMENT ON DUE DATE OF ANY AMOUNT DUE AND PAYABLE BY THE PURCHASERS/ ALLOTTEE TO THE PROMOTER UNDER THIS AGREEMENT (INCLUDING HIS/HER PROPORTIONATE SHARE OF TAXES LEVIED BY CONCERNED LOCAL AUTHORITY AND OTHER OUTGOINGS) AND ON THE PURCHASERS/ ALLOTTEE COMMITTING THREE DEFAULTS OF PAYMENT OF INSTALMENTS, THE PROMOTER SHALL AT HIS OWN OPTION, MAY TERMINATE THIS AGREEMENT.

PROVIDED THAT, PROMOTER SHALL GIVE NOTICE OF FIFTEEN DAYS IN WRITING TO THE PURCHASERS/ ALLOTTEE, BY REGISTERED POST AD AT THE ADDRESS PROVIDED BY THE PURCHASERS/ ALLOTTEE AND MAIL AT THE E-MAIL ADDRESS PROVIDED BY THE PURCHASERS/ ALLOTTEE, OF HIS INTENTION TO

TERMINATE THIS AGREEMENT AND OF THE SPECIFIC BREACH OR BREACHES OF TERMS AND CONDITIONS IN RESPECT OF WHICH IT IS INTENDED TO TERMINATE THE AGREEMENT. IF THE PURCHASERS/ ALLOTTEE FAILS TO RECTIFY THE BREACH OR BREACHES MENTIONED BY THE PROMOTER WITHIN THE PERIOD OF NOTICE THEN AT THE END OF SUCH NOTICE PERIOD, PROMOTER SHALL BE ENTITLED TO TERMINATE THIS AGREEMENT.

PROVIDED FURTHER THAT UPON TERMINATION OF THIS AGREEMENT AS AFORESAID, THE PROMOTER SHALL REFUND TO THE PURCHASERS/ ALLOTTEE WITHOUT ANY INTEREST (SUBJECT TO ADJUSTMENT AND RECOVERY OF ANY AGREED LIQUIDATED DAMAGES OR ANY OTHER AMOUNT WHICH MAY BE PAYABLE TO PROMOTER) WITHIN A PERIOD OF THIRTY DAYS OF THE TERMINATION, THE INSTALMENTS OF SALE CONSIDERATION OF THE FLAT/APARTMENT WHICH MAY TILL THEN HAVE BEEN PAID BY THE PURCHASERS/ ALLOTTEE TO THE PROMOTER, AFTER DEDUCTING A LUMP SUM AMOUNT OF 10% OF AGREEMENT VALUE OR RS. 1,00,000/- WHICH EVER IS GREATER TOWARDS ADMINISTRATION AND OTHER EXPENSES ETC. THE PURCHASER/S AGREES TO THE SAME. THE PURCHASER/S SHALL HAVE NO CLAIM EXCEPT FOR REPAYMENT OF THE AMOUNT PAYABLE AS MENTIONED ABOVE. THE PURCHASER/S HEREBY AGREES THAT IN THAT EVENT OF ALL HIS/HER/THEIR RIGHTS IN THE SAID FLAT / UNIT STAND EXTINGUISHED. NO SEPARATE REGISTRATION OF CANCELLATION/TERMINATION DEED, IS REQUIRED TO BE EXECUTED BY AND BETWEEN THE PARTIES HEREIN.

(15) THE FIXTURES AND FITTINGS WITH REGARD TO THE FLOORING AND SANITARY FITTINGS AND AMENITIES LIKE LIFTS WITH PARTICULAR BRAND TO BE PROVIDED BY THE PROMOTER IN THE SAID BUILDING AND THE FLAT/APARTMENT AS ARE SET OUT IN THE THIRD SCHEDULE , ANNEXED HERETO. THE PURCHASER SHALL NOT DEMAND ANY CHANGES IN THE PLAN OF THE FLAT/S ANNEXED HEREWITH. THE PROMOTER SHALL NOT REFUND ANY AMOUNT FOR DELETING ANY ITEMS OF SPECIFICATIONS AND AMENITIES ON REQUEST OF THE PURCHASER.

(16) THE PROMOTER HEREIN SHALL GIVE THE POSSESSION OF THE SAID FLAT/S TO THE PURCHASER/S ON OR BEFORE _____ DAY OF _____ 20 ____ . IF THE PROMOTER FAILS OR NEGLECTS TO GIVE POSSESSION OF THE FLAT/S TO THE PURCHASER ON ACCOUNT OF REASONS BEYOND HIS CONTROL AND OF HIS AGENTS BY THE AFORESAID DATE THEN THE PROMOTER SHALL BE LIABLE ON DEMAND TO REFUND TO THE PURCHASER THE AMOUNTS ALREADY RECEIVED BY HIM IN RESPECT OF THE FLAT/S OR APARTMENT WITH SIMPLE INTEREST AT NINE PERCENT PER ANNUM FROM THE DATE THE PROMOTER RECEIVED THE SUM TILL THE DATE THE AMOUNTS AND INTEREST THEREON IS REPAID.

PROVIDED THAT THE PROMOTER SHALL BE ENTITLED TO REASONABLE EXTENSION OF TIME FOR GIVING POSSESSION OF THE SAID FLAT/S ON THE AFORESAID DATE, IF THE CONSTRUCTION AND COMPLETION OF BUILDING IN WHICH THE SAID FLAT/S IS TO BE SITUATED IS DELAYED ON ACCOUNT OF:

- I) NON-AVAILABILITY OF STEEL, CEMENT, OTHER BUILDING MATERIALS, WATER OR ELECTRIC SUPPLY;
- II) WAR, CIVIL COMMOTION OR ACT OF GOD;
- III) ANY NOTICE, ORDER, RULE, NOTIFICATION OF THE GOVERNMENT AND/OR OTHER PUBLIC OR COMPETENT AUTHORITY INCLUDING THE AUTHORITIES UNDER THE URBAN LAND CEILING AND REGULATION) ACT 1976, COLLECTOR, OR ANY DISPUTES OR MATTERS RELATING TO THE PROPERTY PENDING FINAL DETERMINATION BY THE COURTS OR ANY OTHER AUTHORITIES;

- IV) CHANGES IN ANY RULES, REGULATIONS AND BYE-LAWS OF VARIOUS STATUTORY BODIES AND AUTHORITIES FROM TIME TO TIME THEN AFFECTING THE DEVELOPMENT AND THE PROJECT;
- V) DELAY IN GRANT OF ANY NOC/PERMISSION/LICENSEE CONNECTION/INSTALLATION OF ANY SERVICES SUCH AS LIFTS, ELECTRICITY AND WATER CONNECTIONS AND METERS TO THE SCHEME/FLAT, ROAD NOC OR COMPLETION CERTIFICATE FROM APPROPRIATE AUTHORITY;
- VI) DELAY OR DEFAULT IN PAYMENT OF DUES BY THE PURCHASER UNDER THESE PRESENTS (WITHOUT PREJUDICE TO THE RIGHT OF PROMOTER TO TERMINATE THIS AGREEMENT UNDER CLAUSE 8 ABOVE);
- VII) PENDENCY OF ANY LITIGATION;
- VIII) ANY ACT BEYOND THE CONTROL OF THE PROMOTER;
- IX) ANY EXTRA WORK REQUIRED TO BE CARRIED IN THE SAID ACCOMMODATION AS PER THE REQUIREMENT AND AT THE COST OF THE PURCHASER/S.
- X) ANY STAY OR INJUNCTION ORDER FROM ANY COURT.

(17) PROCEDURE FOR TAKING POSSESSION - THE PROMOTER, UPON OBTAINING THE OCCUPANCY CERTIFICATE FROM THE COMPETENT AUTHORITY AND THE PAYMENT MADE BY THE PURCHASERS/ ALLOTTEE AS PER THE AGREEMENT SHALL OFFER IN WRITING THE POSSESSION OF THE FLAT/APARTMENTS TO THE PURCHASERS/ ALLOTTEE IN TERMS OF THIS AGREEMENT TO BE TAKEN WITHIN 3 (THREE MONTHS FROM THE DATE OF ISSUE OF SUCH NOTICE AND THE PROMOTER SHALL GIVE POSSESSION OF THE FLAT/APARTMENTS TO THE PURCHASERS/ ALLOTTEE. THE PROMOTER AGREES AND UNDERTAKES TO INDEMNIFY THE PURCHASERS/ ALLOTTEE IN CASE OF FAILURE OF FULFILMENT OF ANY OF THE PROVISIONS, FORMALITIES, DOCUMENTATION ON PART OF THE PROMOTER. THE PURCHASERS/ ALLOTTEE AGREE(S) TO PAY THE MAINTENANCE CHARGES AS DETERMINED BY THE PROMOTER OR ASSOCIATION OF PURCHASERS/ ALLOTTEES, AS THE CASE MAY BE. THE PROMOTER ON ITS BEHALF SHALL OFFER THE POSSESSION TO THE PURCHASERS/ ALLOTTEE IN WRITING WITHIN 7 DAYS OF RECEIVING THE OCCUPANCY CERTIFICATE OF THE PROJECT.

THE PURCHASERS/ ALLOTTEE SHALL TAKE POSSESSION OF THE FLAT/APARTMENT WITHIN 15 DAYS OF THE WRITTEN NOTICE FROM THE PROMOTOR TO THE PURCHASERS/ ALLOTTEE INTIMATING THAT THE SAID FLAT/APARTMENTS ARE READY FOR USE AND OCCUPANCY. UPON RECEIVING A WRITTEN INTIMATION FROM THE PROMOTER AS PER CLAUSE 8.1, THE PURCHASERS/ ALLOTTEE SHALL TAKE POSSESSION OF THE FLAT/APARTMENTS FROM THE PROMOTER BY EXECUTING NECESSARY INDEMNITIES, UNDERTAKINGS AND SUCH OTHER DOCUMENTATION AS PRESCRIBED IN THIS AGREEMENT, AND THE PROMOTER SHALL GIVE POSSESSION OF THE FLAT/APARTMENTS TO THE PURCHASERS/ ALLOTTEE. IN CASE THE PURCHASERS/ ALLOTTEE FAILS TO TAKE POSSESSION WITHIN THE TIME PROVIDED IN CLAUSE 8.1 SUCH PURCHASERS/ ALLOTTEE SHALL CONTINUE TO BE LIABLE TO PAY MAINTENANCE CHARGES AS APPLICABLE.

IF WITHIN A PERIOD OF FIVE YEARS FROM THE DATE OF HANDING OVER THE FLAT/APARTMENT TO THE PURCHASERS/ ALLOTTEE, THE PURCHASERS/ ALLOTTEE BRINGS TO THE NOTICE OF THE PROMOTER ANY STRUCTURAL DEFECT IN THE FLAT/APARTMENT OR THE BUILDING IN WHICH THE FLAT/APARTMENT ARE SITUATED OR ANY DEFECTS ON ACCOUNT OF WORKMANSHIP, QUALITY OR PROVISION OF SERVICE, THEN, WHEREVER POSSIBLE SUCH DEFECTS SHALL BE RECTIFIED BY THE PROMOTER AT HIS OWN COST AND IN CASE IT IS NOT POSSIBLE TO RECTIFY SUCH DEFECTS, THEN THE

PURCHASERS/ ALLOTTEE SHALL BE ENTITLED TO RECEIVE FROM THE PROMOTER, COMPENSATION FOR SUCH DEFECT IN THE MANNER AS PROVIDED UNDER THE ACT.

(18) THE PURCHASER/S SHALL USE THE SAID UNIT / FLAT/S OR ANY PART THEREOF OR PERMIT THE SAME TO BE USED FOR THE PURPOSE PERMITTED BY THE LOCAL AUTHORITY. HE/SHE/THEY SHALL USE THE GARAGE OR COVERED PARKING SPACE (IF AVAILABLE/ALLOTTED) ONLY FOR PURPOSE FOR KEEPING OR PARKING THE PURCHASER'S OWN VEHICLE AND IN MANNER NOT INCONVENIENT TO OTHER UNIT HOLDERS. IN THE CASE WHEREIN PURCHASER DOES NOT PURCHASE A COVERED PARKING SPACE ONE OPEN PARKING SPACE SHALL BE ALLOTTED TO THE PURCHASER AT THE TIME OF POSSESSION AT FREE OF COST IF AVAILABLE.

(19) THE PURCHASERS/ ALLOTTEE ALONG WITH OTHER PURCHASERS/ ALLOTTEES OF FLAT/APARTMENTS IN THE BUILDING SHALL JOIN IN FORMING AND REGISTERING THE SOCIETY OR ASSOCIATION OR A LIMITED COMPANY TO BE KNOWN BY SUCH NAME AS THE PROMOTER MAY DECIDE AND FOR THIS PURPOSE ALSO FROM TIME TO TIME SIGN AND EXECUTE THE APPLICATION FOR REGISTRATION AND/OR MEMBERSHIP AND THE OTHER PAPERS AND DOCUMENTS NECESSARY FOR THE FORMATION AND REGISTRATION OF THE SOCIETY OR ASSOCIATION OR LIMITED COMPANY AND FOR BECOMING A MEMBER, INCLUDING THE BYE-LAWS OR THE PROPOSED SOCIETY AND DULY FILL IN, SIGN AND RETURN TO THE PROMOTER WITHIN SEVEN DAYS OF THE SAME BEING FORWARDED BY THE PROMOTER TO THE PURCHASERS/ ALLOTTEE, SO AS TO ENABLE THE PROMOTER TO REGISTER THE COMMON ORGANISATION OF PURCHASERS/ ALLOTTEE. NO OBJECTION SHALL BE TAKEN BY THE PURCHASERS/ ALLOTTEE IF ANY, CHANGES OR MODIFICATIONS ARE MADE IN THE DRAFT BYE-LAWS, OR THE MEMORANDUM AND/OR ARTICLES OF ASSOCIATION, AS MAY BE REQUIRED BY THE REGISTRAR OF CO-OPERATIVE SOCIETIES OR THE REGISTRAR OF COMPANIES, AS THE CASE MAY BE, OR ANY OTHER COMPETENT AUTHORITY.

(I) THE PROMOTER SHALL, WITHIN THREE MONTHS OF REGISTRATION OF THE SOCIETY OR ASSOCIATION OR LIMITED COMPANY, AS AFORESAID, CAUSE TO BE TRANSFERRED TO THE SOCIETY OR LIMITED COMPANY ALL THE RIGHT, TITLE AND THE INTEREST OF THE VENDOR/LESSOR/ORIGINAL OWNER/PROMOTER AND/OR THE OWNERS IN THE SAID STRUCTURE OF THE BUILDING OR WING IN WHICH THE SAID FLAT/APARTMENT IS SITUATED.

(II) THE PROMOTER SHALL, WITHIN THREE MONTHS OF REGISTRATION OF THE FEDERATION/APEX BODY OF THE SOCIETIES OR LIMITED COMPANY, AS AFORESAID, CAUSE TO BE TRANSFERRED TO THE FEDERATION/APEX BODY ALL THE RIGHT, TITLE AND THE INTEREST OF THE VENDOR/LESSOR/ORIGINAL OWNER/PROMOTER AND/OR THE OWNERS IN THE PROJECT LAND ON WHICH THE BUILDING WITH MULTIPLE WINGS OR BUILDINGS ARE CONSTRUCTED.

(III) WITHIN 15 DAYS AFTER NOTICE IN WRITING IS GIVEN BY THE PROMOTER TO THE PURCHASERS/ ALLOTTEE THAT THE FLAT/APARTMENT IS READY FOR USE AND OCCUPANCY, THE PURCHASERS/ ALLOTTEE SHALL BE LIABLE TO BEAR AND PAY THE PROPORTIONATE SHARE (I.E. IN PROPORTION TO THE CARPET AREA OF THE FLAT/APARTMENT) OF OUTGOINGS IN RESPECT OF THE PROJECT LAND AND BUILDINGS NAMELY LOCAL TAXES, BETTERMENT CHARGES OR SUCH OTHER LEVIES BY THE CONCERNED LOCAL AUTHORITY AND/OR GOVERNMENT, WATER CHARGES, INSURANCE, COMMON LIGHTS, REPAIRS AND SALARIES OF CLERKS BILL COLLECTORS, CHOWKIDARS, SWEEPERS AND ALL OTHER EXPENSES NECESSARY AND INCIDENTAL TO THE MANAGEMENT AND

MAINTENANCE OF THE PROJECT LAND AND BUILDING/S. UNTIL THE SOCIETY OR LIMITED COMPANY IS FORMED AND THE SAID STRUCTURE OF THE BUILDING/S OR WINGS IS TRANSFERRED TO IT, THE PURCHASERS/ ALLOTTEE SHALL PAY TO THE PROMOTER SUCH PROPORTIONATE SHARE OF OUTGOINGS AS MAY BE DETERMINED. THE PURCHASERS/ ALLOTTEE FURTHER AGREES THAT TILL THE PURCHASERS/ ALLOTTEE'S SHARE IS SO DETERMINED THE PURCHASERS/ ALLOTTEE SHALL PAY TO THE PROMOTER PROVISIONAL MONTHLY CONTRIBUTION OF RS _____ PER MONTH TOWARDS THE OUTGOINGS. THE AMOUNTS SO PAID BY THE PURCHASERS/ ALLOTTEE TO THE PROMOTER SHALL NOT CARRY ANY INTEREST AND REMAIN WITH THE PROMOTER UNTIL A CONVEYANCE/ASSIGNMENT OF THE STRUCTURE OF THE BUILDING OR WING IS EXECUTED IN FAVOUR OF THE SOCIETY OR A LIMITED COMPANY AS AFORESAID. ON SUCH CONVEYANCE/ASSIGNMENT OF LEASE BEING EXECUTED FOR THE STRUCTURE OF THE BUILDING OR WING THE AFORESAID DEPOSITS (LESS DEDUCTION PROVIDED FOR IN THIS AGREEMENT) SHALL BE PAID OVER BY THE PROMOTER TO THE SOCIETY OR THE LIMITED COMPANY, AS THE CASE MAY BE.

(20) THE PURCHASERS/ ALLOTTEE SHALL ON OR BEFORE DELIVERY OF POSSESSION OF THE SAID PREMISES KEEP DEPOSITED WITH THE PROMOTER, THE FOLLOWING AMOUNTS :

(I) RS. _____/- FOR SHARE MONEY, APPLICATION ENTRANCE FEES, FORMATION AND REGISTRATION OF THE SOCIETY OR LIMITED COMPANY/FEDERATION/ APEX BODY AND PROPORTIONATE SHARE OF TAXES AND OTHER CHARGES/LEVIES IN RESPECT OF THE SOCIETY OR LIMITED COMPANY/FEDERATION/ APEX BODY AND LEGAL FEES OF THE ADVOCATE.

(II) RS. _____/- PER SQ.FT. ON CARPET AREA OF THE SAID FLAT FOR DEPOSIT TOWARDS PROVISIONAL MONTHLY CONTRIBUTION TOWARDS OUTGOINGS OF SOCIETY OR LIMITED COMPANY/FEDERATION/ APEX BODY FOR TWO YEARS.

(III) RS. _____/- FOR DEPOSIT TOWARDS WATER, ELECTRIC, AND OTHER UTILITY AND SERVICES CONNECTION CHARGES &

(IV) RS. _____/- FOR DEPOSITS OF ELECTRICAL RECEIVING AND SUB STATION PROVIDED IN LAYOUT

(21) AT THE TIME OF REGISTRATION OF CONVEYANCE OF THE STRUCTURE OF THE BUILDING OR WING OR THE BUILDING, THE PURCHASERS/ ALLOTTEE SHALL PAY TO THE PROMOTER, THE PURCHASERS/ ALLOTTEES' SHARE OF STAMP DUTY AND REGISTRATION CHARGES PAYABLE, BY THE SAID SOCIETY OR LIMITED COMPANY ON SUCH CONVEYANCE OR ANY DOCUMENT OR INSTRUMENT OF TRANSFER IN RESPECT OF THE STRUCTURE OF THE SAID BUILDING /WING OF THE BUILDING. AT THE TIME OF REGISTRATION OF CONVEYANCE OF THE PROJECT LAND, THE PURCHASERS/ ALLOTTEE SHALL PAY TO THE PROMOTER, THE PURCHASERS/ ALLOTTEES' SHARE OF STAMP DUTY AND REGISTRATION CHARGES PAYABLE, BY THE SAID APEX BODY OR FEDERATION ON SUCH CONVEYANCE OR ANY DOCUMENT OR INSTRUMENT OF TRANSFER IN RESPECT OF THE STRUCTURE OF THE SAID LAND TO BE EXECUTED IN FAVOUR OF THE APEX BODY OR FEDERATION.

(22) UNLESS PREVENTED BY CIRCUMSTANCES BEYOND THE CONTROL OF THE PROMOTER, IT IS AGREED THAT THE SAID PROPERTY OR ANY PART THEREOF ALONG WITH BUILDING/S CONSTRUCTED OR TO BE CONSTRUCTED THEREON SHALL BE SUBMITTED TO THE PROVISIONS OF MAHARASHTRA

APARTMENT OWNERSHIP ACT 1970, AND FLAT/S/APARTMENT WILL BE CONVEYED BY THE OWNERS AND THE PROMOTERS HEREIN WITHIN ONE YEAR FROM AND AFTER (I) COMPLETION OF CONSTRUCTION OF ALL BUILDINGS IN THE ENTIRE SCHEME AND UTILIZATION OF ENTIRE FSI AND TDR, PERMISSIBLE TO BE UTILIZED ON THE SAID PROPERTY AS PER DEVELOPMENT CONTROL RULES (WHETHER PREVIOUSLY GOT SANCTIONED OR NOT) (II) BOOKING AND SALE OF ALL UNITS IN THE SCHEME, (III) AFTER PAYMENT OF ALL DUES, AMOUNTS AND CONSIDERATIONS INCLUDING STAMP DUTY ETC. BY ALL UNIT PURCHASERS, WHICHEVER IS LATER. THIS AGREEMENT ITSELF IS A DECLARATION BY THE PURCHASER AS PROVIDED UNDER MAHARASHTRA APARTMENT OWNERSHIP ACT 1970 READ WITH MAHARASHTRA APARTMENT OWNERSHIP RULES 1972 THEREBY SUBMITTING THEIR FLATS/APARTMENTS TO THE PROVISIONS OF THE SAID ACT.

SUCH CONVEYANCE AND/OR DECLARATION U/S. 2 OF THE MAHARASHTRA APARTMENT OWNERSHIP ACT 1970 AS THE CASE MAY BE SHALL BE SUBJECT TO THE EXCLUSIVE, LIMITED COMMON, ETC. RIGHTS OF THE UNIT/S HOLDERS AND COMMITMENTS OF PROMOTER. THE PROMOTER SHALL BE ENTITLED TO AMEND/FRACTIONATE THE BYE-LAWS, RULES ETC. OF THE ASSOCIATION AS PER THE TERMS OF THIS AGREEMENT AND ALSO WITH A VIEW TO MAINTAIN DECORUM, BEAUTIFICATION OF THE BUILDING, OPEN GROUND AND COMMON AMENITIES.

(23) IT IS HEREBY AGREED THAT THE PROMOTER HAS THE EXCLUSIVE RIGHT OF ALLOTMENT OF DIFFERENT COVERED/OPEN PARKING SPACES OR GARAGES OR TERRACES OR RIGHT TO DEVELOP GARDEN IN ADJOINING OPEN SPACES TO ONE OR MORE PERSON/S OF THEIR CHOICE, FOR THEIR EXCLUSIVE USE AND SUCH PERSON/S MAY NOT BE THE OWNERS OR HOLDERS OF THE FLAT/S. THE PERSON/S TO WHOM SUCH TERRACES OR COVERED/OPEN PARKING SPACE/S OR GARAGE/S OR OPEN SPACE/S ARE ALLOTTED SHALL BE ADMITTED AS THE MEMBERS OF THE ASSOCIATION. IT IS HEREBY AGREED THAT THE AREAS MENTIONED IN SUB-PARA OF THE THIRD SCHEDULE SHALL BE THE COMMON AREAS AND FACILITIES AND THE PROMOTER SHALL BE ENTITLED TO DECLARE ALL OTHER AREAS AS RESTRICTED OR RESERVED AREAS AND FACILITIES AND/OR ALIENATE AND DISPOSE OF OTHER AREAS AND FACILITIES IN SUCH MANNER AS THE PROMOTER THINKS FIT.

(24) THE PURCHASER/S IS/ARE HEREBY PROHIBITED FROM RAISING ANY OBJECTION IN THE MATTER OF ALLOTMENT OR SALE OF ACCOMMODATION/UNIT/FLAT/S/CAR PARKING ETC. BY THE PROMOTER ON THE GROUND OF NUISANCE, ANNOYANCE OR INCONVENIENCE FOR ANY PROFESSION, TRADE OR BUSINESS ETC. THAT HAS BEEN OR WILL BE PERMITTED BY LAW OR BY LOCAL AUTHORITY IN THE CONCERNED LOCALITY.

(25) REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

THE PROMOTER HEREBY REPRESENTS AND WARRANTS TO THE PURCHASERS/ ALLOTTEE AS FOLLOWS:

- I. THE PROMOTER HAS CLEAR AND MARKETABLE TITLE WITH RESPECT TO THE PROJECT LAND; AS DECLARED IN THE TITLE REPORT ANNEXED TO THIS AGREEMENT AND HAS THE REQUISITE RIGHTS TO CARRY OUT DEVELOPMENT UPON THE PROJECT LAND AND ALSO HAS ACTUAL, PHYSICAL AND LEGAL POSSESSION OF THE PROJECT LAND FOR THE IMPLEMENTATION OF THE PROJECT;
- II. THE PROMOTER HAS LAWFUL RIGHTS AND REQUISITE APPROVALS FROM THE COMPETENT AUTHORITIES TO CARRY OUT DEVELOPMENT OF THE PROJECT AND SHALL OBTAIN REQUISITE APPROVALS FROM TIME TO TIME TO COMPLETE THE DEVELOPMENT OF THE PROJECT;

- IV. THERE ARE NO ENCUMBRANCES UPON THE PROJECT LAND OR THE PROJECT EXCEPT THOSE DISCLOSED IN THE TITLE REPORT.
- V. THERE ARE NO LITIGATIONS PENDING BEFORE ANY COURT OF LAW WITH RESPECT TO THE PROJECT LAND OR PROJECT EXCEPT THOSE DISCLOSED IN THE TITLE REPORT;
- VI. ALL APPROVALS, LICENSES AND PERMITS ISSUED BY THE COMPETENT AUTHORITIES WITH RESPECT TO THE PROJECT, PROJECT LAND AND SAID BUILDING/WING ARE VALID AND SUBSISTING AND HAVE BEEN OBTAINED BY FOLLOWING DUE PROCESS OF LAW. FURTHER, ALL APPROVALS, LICENSES AND PERMITS TO BE ISSUED BY THE COMPETENT AUTHORITIES WITH RESPECT TO THE PROJECT, PROJECT LAND AND SAID BUILDING/WING SHALL BE OBTAINED BY FOLLOWING DUE PROCESS OF LAW AND THE PROMOTER HAS BEEN AND SHALL, AT ALL TIMES, REMAIN TO BE IN COMPLIANCE WITH ALL APPLICABLE LAWS IN RELATION TO THE PROJECT, PROJECT LAND, 13THIDINGISVING AND COMMON AREAS;
- VII. THE PROMOTER HAS THE RIGHT TO ENTER INTO THIS AGREEMENT AND HAS NOT COMMITTED OR OMITTED TO PERFORM ANY ACT OR THING, WHEREBY THE RIGHT, TITLE AND INTEREST OF THE PURCHASERS/ ALLOTTEE CREATED HEREIN, MAY PREJUDICIALLY BE AFFECTED;
- VIII. THE PROMOTER HAS NOT ENTERED INTO ANY AGREEMENT FOR SALE AND/OR DEVELOPMENT AGREEMENT OR ANY OTHER AGREEMENT / ARRANGEMENT WITH ANY PERSON OR PARTY WITH RESPECT TO THE PROJECT LAND, INCLUDING THE PROJECT AND THE SAID FLAT/APARTMENTS WHICH WILL, IN, ANY MANNER, AFFECT THE RIGHTS OF PURCHASERS/ ALLOTTEE UNDER THIS AGREEMENT;
- IX. THE PROMOTER CONFIRMS THAT THE PROMOTER IS NOT RESTRICTED IN ANY MANNER WHATSOEVER FROM SELLING THE SAID FLAT/APARTMENT TO THE PURCHASERS/ ALLOTTEE IN THE MANNER CONTEMPLATED IN THIS AGREEMENT;
- XI. AT THE TIME OF EXECUTION OF THE CONVEYANCE DEED OF THE STRUCTURE TO THE ASSOCIATION OF PURCHASERS/ ALLOTTEES THE PROMOTER SHALL HANDOVER LAWFUL, VACANT, PEACEFUL, PHYSICAL POSSESSION UT THE COMMON AREAS OF THE STRUCTURE TO THE ASSOCIATION OF THE PURCHASERS/ ALLOTTEES.
- X. THE PROMOTER HAS DULY PAID AND SHALL CONTINUE TO PAY AND DISCHARGE UNDISPUTED GOVERNMENTAL DUES, RATES, CHARGES AND TAXES AND OTHER MONIES, LEVIES, IMPOSITIONS, PREMIUMS, DAMAGES AND/OR PENALTIES AND OTHER OUTGOINGS, WHATSOEVER, PAYABLE WITH RESPECT TO THE SAID PROJECT TO THE COMPETENT AUTHORITIES;
- 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 PROMOTER IN RESPECT OF THE PROJECT LAND AND/OR THE PROJECT EXCEPT THOSE DISCLOSED IN THE TITLE REPORT.

(26) THE PURCHASER/S HIMSELF/HERSELF/THEMSELVES WITH INTENTION TO BRING ALL PERSONS INTO WHOSOEVER HANDS THE SAID FLAT/S MAY COME, DOTH HEREBY COVENANT WITH THE PROMOTER AS FOLLOWS FOR THE SAID FLAT/S AND ALSO FOR THE BUILDING IN WHICH THE SAID FLAT/S IS SITUATED: -

- A. --- TO MAINTAIN THE FLAT/S AT PURCHASER'S OWN COST AND GOOD TENANTABLE REPAIR AND CONDITION FROM THE DATE OF POSSESSION OF THE FLAT/S IS TAKEN AND SHALL NOT DO OR SUFFERED

TO BE DONE ANYTHING IN OR TO THE BUILDING IN WHICH THE FLAT/S IS SITUATED, STAIRCASE OR ANY PASSAGE WHICH MAY BE AGAINST THE RULES, REGULATIONS OR BYE-LAWS OF CONCERNED LOCAL OR ANY OTHER AUTHORITY OR CHANGE/ALTER OR MAKE ADDITION IN OR TO THE BUILDING IN WHICH THE FLAT/S IS SITUATED AND THE SAID FLAT/S ITSELF OR ANY PART THEREOF WITHOUT THE CONSENT OF THE LOCAL AUTHORITIES, IF REQUIRED,

- B. --- NOT TO STORE IN THE FLAT/S ANY GOODS WHICH ARE OF HAZARDOUS, COMBUSTIBLE OR DANGEROUS NATURE OR ARE SO HEAVY AS TO DAMAGE THE CONSTRUCTION OR STRUCTURE OF THE BUILDING IN WHICH THE FLAT/S IS SITUATED OR STORING OF WHICH GOODS IS OBJECTED TO BY THE CONCERNED LOCAL OR OTHER AUTHORITY AND SHALL NOT CARRY OR CAUSE TO BE CARRIED HEAVY PACKAGES WHOSE UPPER FLOORS WHICH MAY DAMAGE OR LIKELY TO DAMAGE THE STAIRCASES, COMMON PASSAGES OR ANY OTHER STRUCTURE OF THE BUILDING IN WHICH THE FLAT/S IS SITUATED, INCLUDING ENTRANCE OF THE BUILDING IN WHICH THE FLAT/S IS SITUATED AND IN CASE ANY DAMAGE IS CAUSED TO THE BUILDING IN WHICH THE FLAT/S IS SITUATED OR THE FLAT/S ON ACCOUNT OF NEGLIGENCE OR DEFAULT OF THE PURCHASER IN THIS BEHALF, THE PURCHASER SHALL BE LIABLE FOR THE CONSEQUENCES OF THE BREACH.
- C. --- TO CARRY AT HIS/HER OWN COST ALL INTERNAL REPAIRS TO THE SAID FLAT/S AND MAINTAIN THE FLAT/S IN THE SAME CONDITION, STATE AND ORDER IN WHICH IT WAS DELIVERED BY THE PROMOTER TO THE PURCHASER AND SHALL NOT DO OR SUFFER TO BE DONE ANYTHING IN OR TO THE BUILDING IN WHICH THE FLAT/S IS SITUATED OR THE FLAT/S WHICH MAY BE GIVEN THE RULES AND REGULATIONS AND BYE-LAWS OF THE CONCERNED LOCAL AUTHORITY OR OTHER PUBLIC AUTHORITY. AND IN THE EVENT OF THE PURCHASER COMMITTING ANY ACT IN CONTRAVENTION OF THE ABOVE PROVISION, THE PURCHASER SHALL BE RESPONSIBLE AND LIABLE FOR THE CONSEQUENCE THEREOF TO THE CONCERNED LOCAL AUTHORITY AND/OR OTHER PUBLIC AUTHORITY.
- D. --- NOT TO DEMOLISH OR CAUSE TO BE DEMOLISHED THE FLAT/S OR ANY PART THEREOF, NOR AT ANY TIME MAKE OR CAUSE TO BE MADE ANY ADDITION OR ALTERATION OF WHATEVER NATURE IN OR TO THE FLAT/S OR ANY PART THEREOF, NOR ANY ALTERATION IN THE ELEVATION AND OUTSIDE COLOR SCHEME OF THE BUILDING IN WHICH THE FLAT/S IS SITUATED AND SHALL KEEP THE PORTION, SEWERS, DRAINS, PIPES IN THE FLAT/S AND APPURTENANCES THERETO IN GOOD TENANTABLE REPAIR AND CONDITION AND IN PARTICULAR SO AS TO SUPPORT SHELTER AND PROTECT THE OTHER PARTS OF THE BUILDING IN WHICH THE FLAT/S IS SITUATED AND SHALL NOT CHISEL OR IN ANY OTHER MANNER DAMAGE TO COLUMNS, BEAMS, WALLS, SLABS OR RCC PARTIES OR OTHER STRUCTURAL MEMBERS IN THE FLAT/S WITHOUT THE PRIOR WRITTEN PERMISSION OF THE PROMOTER AND/OR THE ASSOCIATION OF APARTMENT OWNERS AS THE CASE MAY BE.
- E. --- NOT TO DO OR PERMIT TO BE DONE ANY ACT OR THING WHICH MAY RENDER VOID OR VOIDABLE ANY INSURANCE OF THE SAID LAND AND THE BUILDING IN WHICH THE FLAT/S IS SITUATED OR ANY PART THEREOF OR WHEREBY ANY INCREASE PREMIUM SHALL BECOME PAYABLE IN RESPECT OF THE INSURANCE.
- F. --- NOT TO THROW DIRT, RUBBISH, RAGS, GARBAGE OR OTHER REFUSE OR PERMIT THE SAME TO BE THROWN FROM THE SAID FLAT/S IN THE COMPOUND OR ANY PORTION OF THE LAND AND THE BUILDING IN WHICH THE FLAT/S IS SITUATED.

- G. --- PAY TO THE PROMOTER WITHIN SEVEN DAYS ON DEMAND FROM THE PROMOTER, HIS SHARE OF SECURITY DEPOSIT DEMANDED BY THE CONCERNED LOCAL AUTHORITY OR THE GOVERNMENT FOR GIVING WATER, ELECTRICITY OR ANY OTHER SERVICE CONNECTION TO THE BUILDING IN WHICH THE SAID FLAT/S IS SITUATED.
- H. --- TO BEAR AND PAY INCREASE IN LOCAL TAXES, NA TAXES, WATER CHARGES, INSURANCE AND SUCH OTHER LEVIES, IF ANY, WHICH ARE IMPOSED BY THE CONCERNED LOCAL AUTHORITY AND/OR GOVT. AND/OR OTHER PUBLIC AUTHORITY, ON ACCOUNT OF CHANGE OF USER OF THE FLAT/S BY THE PURCHASER VIZ. USER FOR ANY PURPOSE OTHER THAN FOR PURPOSE WHICH IT IS SOLD.
- I. --- THAT THE PURCHASER SHALL NOT LET, SUB-LET, TRANSFER, ASSIGN OR PART WITH PURCHASER INTEREST OR BENEFIT FACTOR OF THIS AGREEMENT OR PART WITH THE POSSESSION OF THE FLAT/S UNTIL ALL THE DUES PAYABLE BY THE PURCHASER TO THE PROMOTER UNDER THIS AGREEMENT ARE FULLY PAID UP AND ONLY IF THE PURCHASER HAD NOT BEEN GUILTY OF BREACH OF OR NON-OBSERVANCE OF ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND UNTIL THE PURCHASER HAS INTIMATED IN WRITING TO THE PROMOTER AND OBTAINED WRITTEN CONSENT THEREOF.
- J. --- THE PURCHASER SHALL OBSERVE AND PERFORM ALL THE RULES AND REGULATIONS WHICH THE ASSOCIATION OF APARTMENT OWNERS MAY ADOPT AT ITS INCEPTION AND THE ADDITIONS, ALTERATIONS OR AMENDMENTS THEREOF MAY BE MADE FROM TIME TO TIME FOR PROTECTION AND MAINTENANCE OF THE SAID BUILDING AND THE FLAT/S THEREIN AND FOR THE OBSERVANCE AND PERFORMANCE OF THE BUILDING RULES, REGULATIONS AND BYE-LAWS FOR THE TIME BEING OF THE CONCERNED LOCAL AUTHORITY AND/OR GOVT. AND OTHER PUBLIC BODIES. THE PURCHASER SHALL ALSO OBSERVE AND PERFORM ALL THE STIPULATIONS AND CONDITIONS LAID DOWN BY THE ASSOCIATION OF APARTMENT OWNERS THE OCCUPATION AND USE OF THE FLAT/S IN THE BUILDING AND SHALL PAY THE CONTRIBUTION REGULARLY AND PUNCTUALLY TOWARDS THE TAXES, EXPENSES OR OTHER OUTGOINGS IN ACCORDANCE WITH THE TERMS IN THIS AGREEMENT.
- K. --- TILL A CONVEYANCE OF BUILDING IN WHICH THE FLAT/S IS SITUATED IS EXECUTED THE PURCHASER SHALL PERMIT THE PROMOTER AND THEIR SURVEYORS AND AGENTS, WITH OR WITHOUT WORKMEN AND OTHERS AT ALL REASONABLE TIMES, TO ENTER INTO AND UPON THE SAID LAND AND BUILDING/S OR ANY PART THEREOF TO VIEW AND EXAMINE THE STATE AND CONDITIONS THEREOF.
- L. --- NOT TO OBSTRUCT THE DEVELOPMENT WORK FOR ANY REASON AND IN ANY WAY.
- M. --- IN THE EVENT OF THE PROMOTER CARRYING OUT ANY WORK OF ADDITIONS AND/OR ALTERATIONS AS PER INSTRUCTIONS OF THE PURCHASER TO KEEP THE PROMOTER HARMLESS AND INDEMNIFIED FROM ALL OR ANY ACTIONS IF TAKEN BY ANY PERSON OR AUTHORITY OR INCIDENTALS THEREOF. THE PROMOTER SHALL NOT BE BOUND TO OBTAIN COMPLETION/OCCUPATION CERTIFICATE AS PER SUCH ADDITIONS OR ALTERATIONS WHICH WORK SHALL BE DONE BY THE PURCHASER AT HIS OWN COSTS AND RISK.
- N. --- TILL A SEPARATE ELECTRIC METER OR A WATER METER IS INSTALLED/ALLOTTED BY THE MSEB, THE PURCHASER HEREIN HEREBY AGREES TO BEAR AND PAY PUNCTUALLY THE AMOUNTS AND CHARGES OF THE COMMON ELECTRIC AND WATER METER AND ALSO THE EXPENSES FOR THE MAINTENANCE OF THE COMMON AREAS AND FACILITIES IN PROPORTION TO THE AREA OF HIS/HER FLAT/S.
- (27) THE PROMOTER SHALL MAINTAIN A SEPARATE ACCOUNT IN RESPECT OF SUMS RECEIVED BY THE PROMOTER FROM THE PURCHASERS/ ALLOTTEE 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.

(28) NOTHING CONTAINED IN THIS AGREEMENT IS INTENDED TO BE NOR SHALL BE CONSTRUED AS A GRANT, DEMISE OR ASSIGNMENT IN LAW OF THE SAID FLAT/S OR OF THE SAID PLOT AND BUILDING OR ANY PART THEREOF. THE PURCHASER SHALL HAVE NO CLAIM SAVE AND EXCEPT IN RESPECT OF THE FLAT/S HEREBY AGREED TO BE SOLD TO HIM/HER ALL THE OPEN SPACES, PARKING SPACES, LOBBIES, STAIRCASES, TERRACES, RECREATION SPACES ETC. WILL REMAIN THE PROPERTY OF THE PROMOTER UNTIL THE SAID LAND AND BUILDING IS TRANSFERRED TO THE ASSOCIATION OF APARTMENT OWNERS HEREINBEFORE MENTIONED.

(29) THAT THE AGREED COST OF THE FLAT/S IS QUOTED ON THE BASIS OF THE COST OF BUILDING MATERIAL AND LABOR CHARGES, TAXES, OCTROI, VAT, SERVICE TAX, GST ETC. PREVAILING ON THE DATE OF AGREEMENT OF THE FLAT/S. IN CASE OF INCREMENT IN THE PRICES THEREOF THE PROMOTER SHALL BE ENTITLED TO THE PROPORTIONATELY INCREASE THE PRICE OF THE SAID FLATS.

(30) THE PURCHASER/S SHALL PRESENT THIS AGREEMENT DULY STAMPED AT THE PROPER REGISTRATION OFFICE FOR REGISTRATION WITHIN THE TIME LIMIT PRESCRIBED BY THE REGISTRATION ACT AND THE PROMOTER, BUILDER AND THE DEVELOPER WILL ATTEND SUCH OFFICE AND ADMIT EXECUTION THEREOF.

THE ORIGINAL OF THIS AGREEMENT IS GIVEN TO THE PURCHASER. THE PURCHASER SHALL PRESENT THIS AGREEMENT AS WELL AS ANY OTHER DEEDS, DOCUMENTS ETC. WHICH ARE TO BE EXECUTED BY THE PARTIES HERETO IN PURSUANCE OF THESE PRESENT, AT THE PROPER REGISTRATION OFFICE FOR REGISTRATION WITHIN FOUR MONTHS FROM THE DATE OF EXECUTION OF THIS AGREEMENT AND ON INTIMATION THEREOF BY PURCHASER THE PROMOTER WILL ATTEND SUCH OFFICE AND ADMIT EXECUTION THEREOF. THE PROMOTER SHALL NOT BE RESPONSIBLE IF THE PURCHASER FAILS TO REGISTER THE AGREEMENT AS MENTIONED ABOVE.

(31) ALL NOTICES TO BE SERVED ON THE PURCHASER/S AS CONTEMPLATED BY THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN DULY SERVED IF SENT TO THE PURCHASER, BY REGISTERED POST A.D./UNDER CERTIFICATE OF POSTING AT HIS/HER/THEIR ADDRESS SPECIFIED HEREINABOVE OR AT THE ADDRESS INTIMATED IN WRITING BY THE PURCHASER/S AFTER EXECUTION OF THIS AGREEMENT. NO ORAL SUBMISSION SHALL BE ACCEPTED BY THE PARTIES HEREIN.

NAME OF PURCHASERS/ ALLOTTEE

(PURCHASERS/ ALLOTTEE'S ADDRESS)

NOTIFIED EMAIL ID: _____

M/S _____ PROMOTER NAME

(PROMOTER ADDRESS)

NOTIFIED EMAIL ID: _____

IT SHALL BE THE DUTY OF THE PURCHASERS/ ALLOTTEE AND THE PROMOTER TO INFORM EACH OTHER OF ANY CHANGE IN ADDRESS SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT IN THE ABOVE ADDRESS BY REGISTERED POST FAILING WHICH ALL COMMUNICATIONS AND LETTERS POSTED AT THE

ABOVE ADDRESS SHALL BE DEEMED TO HAVE BEEN RECEIVED BY THE PROMOTER OR THE PURCHASERS/ ALLOTTEE, AS THE CASE MAY BE

(32) THIS AGREEMENT SHALL ALWAYS BE SUBJECT TO THE PROVISIONS OF THE REAL ESTATE REGULATION AND DEVELOPEMNT ACT 2016 AND THE MAHARASHTRA APARTMENT OWNERSHIP ACT 1970 AND/OR SUBJECT TO THE PROVISIONS OF THE ACT WHICH MAY BE IN EXISTENCE AT THE TIME OF EXECUTION OF THIS AGREEMENT AND THE RULES MADE THEREUNDER FROM TIME TO TIME AS THE CASE MAY BE.

(33) THE PROMOTER HAS NOT UNDERTAKEN ANY RESPONSIBILITY NOR HAS HE AGREED ANYTHING WITH THE PURCHASER/S ORALLY OR OTHERWISE AND THERE IS NO IMPLIED AGREEMENT OR COVENANT ON THE PART OF THE PROMOTER AND THE OWNER/S OTHER THAN THE TERMS AND CONDITIONS EXPRESSLY PROVIDED UNDER THIS AGREEMENT.

(34) THE PROMOTER SHALL BEAR AND PAY FOR THE EXPENSES OF THE FOLLOWING. HOWEVER THE SAID AMOUNT SHALL BE DEPOSITED BY THE PURCHASER/S TO THE PROMOTER AT THE TIME OF AGREEMENT:-

I) RS. /- - **FOR LEGAL CHARGES.**

TOTAL RS. _____/-

(35) THE PURCHASER SHALL MAKE ALL THE PAYMENTS TO THE PROMOTER BY DEMAND DRAFT ONLY OR BY LOCAL CHEQUES. IF THE PURCHASER MAKES THE PAYMENT BY OUTSTATION CHEQUES THEN THE DATE OF PAYMENT SHALL BE TREATED AS AND WHEN THE SAME IS CREDITED TO THE ACCOUNT OF THE PROMOTER AND TO THE EXTENT THE SAID AMOUNT IS CREDITED BY DEDUCTING THE COMMISSION OF THE BANK. PAYMENT OF ANY INSTALLMENTS IF MADE IN ADVANCE SHALL BE ADJUSTED TO THE INSTALLMENTS AS MENTIONED HEREIN ABOVE. NO INTEREST SHALL BE PAID BY THE PROMOTER, BUILDER AND THE DEVELOPER FOR SUCH ADVANCE PAYMENTS MADE BY THE PURCHASER/S OR HOUSING FINANCE COMPANIES/BANKS, ETC.

(36) PROVIDED THAT THE PROMOTER DOES NOT IN ANY WAY AFFECT OR PREJUDICE THE RIGHT HEREBY GRANTED IN FAVOUR OF THE PURCHASER IN RESPECT OF THE SAID FLAT/S. THE PROMOTER SHALL BE AT LIBERTY TO SELL, ASSIGN OR OTHERWISE DEAL WITH OR DISPOSE OFF THEIR RIGHT, TITLE AND INTEREST IN THE SAID ENTIRE SCHEME OR UNDER THIS AGREEMENT OR IN THE SAID BUILDING HEREINAFTER TO BE CONSTRUCTED THEREON.

(37) AFTER THE POSSESSION OF THE PREMISES/BUILDING IS HANDED OVER OR AFTER GETTING THE COMPLETION CERTIFICATE OF THE BUILDING BY CONCERNED LOCAL AUTHORITY IF ANY WORK THEREAFTER IS REQUIRED TO BE CARRIED OUT BY THE GOVERNMENT OR MUNICIPALITY/COLLECTOR OR ANY STATUTORY AUTHORITY, THE SAME SHALL BE CARRIED OUT BY THE PURCHASER IN CO-OPERATION WITH THE PURCHASERS OF THE OTHER FLAT/S IN THE SAID BUILDING AT THEIR OWN COSTS AND THE PROMOTER SHALL NOT BE IN ANY MANNER LIABLE OR RESPONSIBLE FOR THE SAME.

(38) THE PURCHASER HEREBY GIVES HIS CONSENT AND HAS NO OBJECTION FOR USE OF THE REMAINING UNITS WHOLLY OR IN PARTS FOR OFFICE AND/OR ANY COMMERCIAL PURPOSES AS MAY BE PERMITTED BY THE PROMOTER. THE PROMOTER SHALL ALSO BE ENTITLED TO ERECT HOARDINGS ON

THE SAID PROPERTY AND/OR BUILDING/S AND TO SELL OR LET THE SAME AND TO RECEIVE THE INCOME THEREOF AND THE PROPERTY WILL BE CONVEYED SUBJECT TO THE SAID RIGHT OF THE PROMOTER.

(39) BEFORE DELIVERY OF POSSESSION OF THE SAID FLAT/S, THE PURCHASER SHALL SATISFY HIMSELF ABOUT THE CORRECTNESS OF THE AREA OF THE SAID FLAT/S AND ABOUT THE QUALITY OF CONSTRUCTION WORK AND SPECIFICATIONS/AMENITIES PROVIDED. AFTER DELIVERY OF POSSESSION THE PURCHASER SHALL NOT BE ENTITLED TO MAKE ANY COMPLAINT THEREFORE AND ALL THE RIGHTS REGARDING THE SAME SHALL BE DEEMED TO HAVE BEEN WAIVED.

(40) THE PURCHASER HAS HEREBY IRREVOCABLY AUTHORIZED THE PROMOTER TO PREPARE THE LAYOUT AND BUILDING PLANS OF THE SAID PROPERTY AND TO SUBMIT THE SAME TO THE REQUISITE AUTHORITIES AND OBTAIN THEIR SANCTION, TO REVISE THE PLANS AND FOR THE SAID PURPOSES TO SIGN ALL PLANS, APPLICATIONS, STATEMENTS, CONSENTS ETC. WITHOUT IN ANY MANNER MAKING THE PURCHASER LIABLE FOR ANY COSTS AND AFFECTING HIS/HER INTEREST. IT IS MADE CLEAR THAT NO OTHER SPECIFIC PERMISSION/AUTHORITY IS REQUIRED FROM THE PURCHASER/ ASSOCIATION FOR THIS PURPOSE.

(41) IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO THAT THE TERRACE SPACE IN FRONT OF OR ADJACENT TO THE TERRACE FLAT/S IN THE SAID BUILDING INCLUDING TERRACE ABOVE THE CANOPY, IF ANY, SHALL BELONG EXCLUSIVELY TO THE PROMOTER OR RESPECTIVE PURCHASER OF THE TERRACE FLAT/S IF SO ALLOTTED BY THE PROMOTER AND SUCH TERRACE SPACES ARE INTENDED FOR THE EXCLUSIVE USE OF THE RESPECTIVE TERRACE FLAT/S. THE SAID TERRACE SHALL NOT BE ENCLOSED BY THE FLAT/S PURCHASER TILL THE PERMISSION IN WRITING IS OBTAINED FROM THE CONCERNED LOCAL AUTHORITY AND THE PROMOTER OR THE ASSOCIATION AS THE CASE MAY BE. THE PROMOTER SHALL HAVE THE RIGHT TO CONSTRUCT FLAT/S ETC. ON THE TERRACES OF THE EXISTING BUILDING AND UTILIZE THE FSI OBTAINED FOR ROAD WIDENING/INTERNAL ROADS OR ANY OTHER TDR OBTAINED BY THE PROMOTER.

(42) IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO THAT THE TERRACE SPACE ABOVE THE SAID BUILDING, IF CONSTRUCTED BY THE PROMOTER AT THEIR DISCRETION SHALL NOT BE A COMMON AREA BUT SHALL BELONG EXCLUSIVELY TO THE PROMOTER OR TO THE PURCHASERS OF THE UNITS TO WHOM THE SAME WILL BE ALLOTTED BY THE PROMOTER AS PER PROMOTER'S DISCRETION AND THE SAID TERRACE SPACE IS INTENDED FOR THE EXCLUSIVE USE OF THE PROMOTER OR THE SAID UNIT PURCHASERS. THE SAID TERRACE SHALL NOT BE ENCLOSED BY THE SAID UNIT PURCHASERS TILL THE PERMISSION IN WRITING IS OBTAINED FROM THE CONCERNED LOCAL AUTHORITY AND THE PROMOTER OR THE ASSOCIATION AS THE CASE MAY BE. THE PROMOTER OR HIS ASSIGNEES SHALL HAVE A RIGHT TO CONSTRUCT FLAT/S ETC. ON THE SAID TERRACE TOWARDS FSI OF ROAD WIDENING AREA, FSI OF INTERNAL ROADS, TDR OR ANY OTHER FSI.

(41) THE PROMOTER SHALL BE ENTITLED TO ERECT HOARDINGS ON THE SAID PROPERTY AND/OR SAID BUILDING AND TO SELL OR LET/LEASE THE SAME AND TO RECEIVE INCOME THEREOF AND THE PROPERTY WILL BE CONVEYED SUBJECT TO THE SAID RIGHT OF THE PROMOTER.

(42) IT IS SPECIFICALLY AGREED BETWEEN THE PARTIES HERETO THAT EVEN IF BEFORE COMPLETION OF THE ENTIRE SCHEME OR SALE OF ALL UNITS SHOULD THE ASSOCIATION BE REGISTERED/FORMED, THEN FOR

THE UNSOLD PREMISES/APARTMENTS/FLAT/S THE PROMOTER AND THE PROMOTER HEREIN SHALL NOT BE LIABLE OR REQUIRED TO CONTRIBUTE TOWARDS THE COMMON EXPENSES OR MAINTENANCE CHARGES OR ANY AMOUNT UNDER ANY HEAD.

(43) THE NAME OF THE PROJECT AND BUILDING SHALL BE "**TRIAA PRINCETOWN**" AND THIS NAME SHALL NOT BE CHANGED WITHOUT THE WRITTEN CONSENT OF THE PROMOTER. THE NAME OF THE ASSOCIATION SHALL ALSO BE DECIDED BY THE PROMOTER AT HIS DISCRETION.

(43) THE PURCHASER CONSENTS AND AUTHORIZES THE PROMOTER TO UTILIZE AND TAKE CONNECTIONS FROM WATER, ELECTRICITY, SEWAGE OR DRAINAGE LINES AND OTHER CONVENIENCES IN THE SAID BUILDING/PROJECT AS AND WHEN THEY REQUIRE TO DO SO FOR CARRYING OUT FURTHER DEVELOPMENT AND CONSTRUCTION.

(44) IF ANY AMOUNT DUES AND PAYABLE BY THE PURCHASER REMAINS UNPAID THEN THE PROMOTER AT HIS DISCRETION AND WITHOUT PREJUDICE TO HIS OTHER RIGHTS SHALL BE ENTITLED TO ADJUST AND SATISFY SUCH DUES FROM ANY OTHER AMOUNT PAID BY THE PURCHASER OR FROM ANY AMOUNT PAYABLE TO THE PURCHASER AND ADJUST THE ACCOUNT ACCORDINGLY AND IN CASE STILL THERE ARE DUES FROM PURCHASER MAKE DEMAND ACCORDINGLY.

(45) ANY EXCLUSIVE USE ALLOTTED BY THE PROMOTER EITHER OF THE TERRACE, COVERED/OPEN CAR PARK, OPEN SPACE OR OF ANY OTHER PORTION SHALL BE SUBJECT TO THE RIGHT OF THE ASSOCIATION AND ITS AGENT OF USE OF THE SAME FOR THE SPECIFIC PURPOSE AND TO THE EXTENT NECESSARY OF MAINTENANCE AND REPAIRS OF THE COMMON AMENITIES SUCH AS DRAINAGE, WATER AND ELECTRICAL LINES, ETC., ALSO IF THERE IS NO COMMON TERRACE OR ANY COMMON AREA ON TOP OF BUILDING AND IF COMMON T.V. ANTENNA IS NOT PROVIDED THEN OTHER UNIT HOLDERS SHALL BE ENTITLED TO ERECT THEIR T.V. ANTENNA (NOT DISH ANTENNA) ON THE TERRACE ON TOP OF THE BUILDING AT THE PLACE CONVENIENT AND SUITABLE FOR BOTH THE SAID OTHER UNIT HOLDERS AND THE UNIT HOLDER/S TO WHOM THE RIGHT OF EXCLUSIVE USE OF TERRACE IS ALLOTTED. ALL TERRACES, OPEN SPACES, PARKING AREAS, ETC. WHICH ARE NOT ALLOWED FOR EXCLUSIVE USE TO ANY OTHER PERSON/S, SHALL REMAIN FOR THE EXCLUSIVE USE OF THE PROMOTER AND THE PURCHASER HEREIN SHALL NOT OBJECT TO THE SAME NOR OBSTRUCT THE PROMOTER FROM ALLOWING SUCH EXCLUSIVE USE TO ANY OTHER PERSON/S.

(46) THE PROMOTER AT ITS DISCRETION SHALL BE ENTITLED TO AMALGAMATE THE SAID PROPERTY DESCRIBED IN THE FIRST SCHEDULE HEREUNDER WRITTEN WITH THE ADJOINING PLOTS/LAND AND TO JOINTLY CARRYOUT THE SCHEME AND IN THE SAID EVENT FROM TIME TO TIME CHANGE/PREPARE THE LAYOUT, CHANGE THE LOCATIONS OF THE BUILDINGS AND OPEN SPACES (IF ANY) AND INTERNAL ROADS (IF ANY) AND GET THEM SANCTIONED FROM PROPER AUTHORITIES AND TO DO ALL SUCH OTHER ACTS AS MAY BE REQUIRED BY THE PROMOTER OR LEGAL PROVISIONS APPLICABLE THERE FOR. THE PURCHASER HAS GIVEN THE CONSENT FOR THE SAME AND IF REQUIRED GIVE SUCH CONSENT IN FUTURE.

(47) IF ANY PORTION OF THE SAID PROPERTY ADJOINING THE EXISTING ROAD IS OR WILL BE RESERVED FOR THE PURPOSE OF ROAD WIDENING OR D.P./R.P. ROAD THEN THE CORPORATION/COLLECTOR MAY PAY THE COMPENSATION THEREFORE IN TERMS OF ADDITIONAL F.S.I. IN RESPECT OF THE SAID PORTION UNDER THE ROAD WIDENING TO BE UTILIZED IN THE REMAINING

PORTION OF THE PROPERTY OR IN ANY OTHER PROPERTY BY FLOATING THE FSI. IN SUCH AN EVENT AND AS AND WHEN SUCH FSI IS GRANTED, THE PROMOTER SHALL BE ENTITLED TO USE THE SAME AND ADDITIONAL BUILT UP AREA IN THE SAID PROPERTY EITHER BY WAY OF CONSTRUCTION OF NEW BUILDING OR EXTENSION OF THE BUILDINGS WHICH ARE PRESENTLY PERMITTED OR IN ANY OTHER PROPERTY AS PER THE DISCRETION OF THE PROMOTER. THE PURCHASER HAS HEREBY GIVEN HIS IRREVOCABLE CONSENT THEREFORE AND THE PROMOTER SHALL BE ENTITLED TO REVISE THE PLANS, GET THE SAME SANCTIONED FROM THE COMPETENT AUTHORITY, CONSTRUCT THE ADDITIONAL UNITS PERMITTED BY COMPETENT AUTHORITY/COLLECTOR/ADTP/CORPORATION/PMRDA, AND TO SELL/ALLOT THEM TO VARIOUS PERSONS. THE PURCHASERS SHALL HAVE NO OBJECTION FOR THE SAID NEW ALLOTTEES TO BE ADMITTED AS MEMBERS OF THE ASSOCIATION. IF COLLECTOR/ADTP/CORPORATION REFUSES TO PERMIT THE FSI IN RESPECT OF THE AREA UNDER ROAD WIDENING, THEN THE PROMOTER ALONE SHALL BE ENTITLED TO THE COMPENSATION IN RESPECT THEREOF.

(48) THE PROMOTER SHALL BE ENTITLED TO USE THE PRESENT UNUTILIZED AND/OR ADDITIONAL BUILT UP AREA/FSI/TDR IN RESPECT OF THE SAID PROPERTY IN ANY OTHER PROPERTY BY FLOATING THE SAME AND/OR IN THE SAME PROPERTY AS AND WHEN THE SAME IS PERMITTED EITHER BY WAY OF CONSTRUCTION OF NEW BUILDING OR EXTENSION OF THE BUILDING WHICH ARE PRESENTLY PERMITTED. LIKEWISE, THE PROMOTER SHALL ALSO BE ENTITLED TO USE FSI PERTAINING OTHER PROPERTY IN THIS PROPERTY AS AND WHEN PERMITTED BY COLLECTOR/ADTP/CORPORATION/PMRDA. THE PURCHASER HAS HEREBY GIVEN HIS IRREVOCABLE CONSENT THEREFORE AND THE PROMOTER SHALL BE ENTITLED TO REVISE THE PLANS, GET THEM SANCTIONED FROM COMPETENT AUTHORITY/COLLECTOR/ADTP/CORPORATION/PMRDA, CONSTRUCT THE ADDITIONAL UNITS PERMITTED BY COLLECTOR/CORPORATION/ADTP/PMRDA AND TO ALLOT/SELL THEM TO VARIOUS PERSONS. THE PURCHASER SHALL HAVE NO OBJECTION FOR THE SAID NEW ALLOTTEES TO BE ADMITTED AS MEMBERS OF THE ASSOCIATION. THE ASSOCIATION SHALL GET THE NEW TRANSFEREES ADMITTED AS ITS MEMBERS. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY THE PROMOTER SHALL BE ENTITLED TO UTILIZE ANY BALANCE AND/OR ADDITIONAL FSI AND/OR TDR AS STATED IN ABOVE PARAS ON ANY OPEN SPACE AND/OR ON TERRACES ABOVE THE BUILDING/S EITHER PRIOR TO OR AFTER COMPLETION OF BUILDING/S AND EVEN AFTER CONVEYANCE OF THE PROPERTY. THE PROMOTER SHALL ALSO BE ENTITLED TO TRANSFER OR ASSIGN THE SAID RIGHT TO ANY OTHER PERSON. THE PROPERTY SHALL BE CONVEYED SUBJECT TO THE SAID RIGHT.

(49) THE PURCHASER HEREBY IRREVOCABLY AUTHORIZES THE PROMOTER TO REPRESENT HIM BEFORE THE CONCERNED AUTHORITIES IN ALL MATTERS REGARDING THE PROPERTY TAX, ASSESSMENT AND RE-ASSESSMENT BEFORE THE CONCERNED AUTHORITIES AND THE DECISIONS TAKEN BY THE PROMOTER IN THIS REGARD SHALL BE BINDING ON THE PURCHASER. THE PROMOTER MAY TILL THE EXECUTION OF THE FINAL CONVEYANCE REPRESENT THE PURCHASER TO DO ALL THE NECESSARY THINGS/ACTS IN ALL THE DEPARTMENTS OF THE COLLECTOR, ADTP, CORPORATION, ROAD, WATER, BUILDING TAX ASSESSMENT, GOVT. AND SEMI-GOVT. DEPARTMENTS, MSEB, ULC OFFICIAL ETC. AND THE SAME SHALL STAND RATIFIED AND CONFIRMED BY THE PURCHASER HEREIN.

(50) THE PROMOTER HEREIN MAY BE CONSTRUCTING BUILDING ON THE SAID PROPERTY IN PHASES AND THE PURCHASER HEREIN UNDERTAKES NOT TO RAISE ANY OBJECTION ON ANY GROUND WHATSOEVER INCLUDING NUISANCE OR SHALL NOT OBSTRUCT THE CONSTRUCTION IN ANY MANNER.

THE PURCHASER HEREBY GIVES HIS/HER/THEIR IRREVOCABLE CONSENT FOR REVISION/AMENDMENT OF THE BUILDING/LAYOUT OR ELEVATION PLANS EVEN BY SHIFTING THE LOCATIONS OF THE BUILDINGS, OPEN SPACE, INTERNAL ROADS, POSITION OF DUST BINS, TRANSFORMER PLINTHS, PUMPING STATIONS ETC., ADDING NEW BUILDINGS AND ALSO FURTHER REVISE OR AMEND THE SAID REVISED PLANS AS AND WHEN THOUGHT NECESSARY BY THE PROMOTER OR AS AND WHEN REQUIRED BY THE PROMOTER.

(51) IT IS SPECIFICALLY AGREED BETWEEN THE PARTIES THAT EVEN WHEN THE ASSOCIATION OF ALL THE UNIT HOLDERS IS FORMED AND REGISTERED AND CONVEYANCE COMPLETED, THE PROMOTER SHALL AND WILL NOT BE LIABLE OR REQUIRED TO PAY ANY TRANSFER FEE, ENTRANCE FEE, OR ANY FEE OR CHARGES UNDER ANY HEAD AND ALSO SHALL AND WILL NOT BE LIABLE OR REQUIRE TO CONTRIBUTE TOWARDS THE COMMON EXPENSES OR MAINTENANCE CHARGES OR ANY AMOUNT UNDER ANY HEAD TOWARDS THE SHARE IN COMMON EXPENSES IN RESPECT OF THE UNSOLD FLAT/S. ALSO THE ALLOTTEES OF SUCH UNITS SHALL BE LIABLE TO PAY MAINTENANCE FROM THE DATE OF ALLOTMENT AND DELIVERY OF POSSESSION.

(52) THAT THE PROMOTER AGREED TO ISSUE NOC TO THE FLAT PURCHASER/S FOR OBTAINING HOUSING LOAN FOR THE FLAT AGREED TO BE SOLD UNDER THIS AGREEMENT AT THE RISK AND CONSEQUENCES OF THE FLAT PURCHASER HEREIN. HOWEVER, THE CHARGE OF SUCH HOUSING LOAN WILL NOT BE CREATED UNLESS AND UNTIL THE ENTIRE CONSIDERATION AND DUES OF WHATSOEVER IN NATURE ARE PAYABLE UNDER THIS AGREEMENT BY THE PURCHASER OR HIS FINANCIAL INSTITUTION/BANK TO THE PROMOTER. THE PURCHASER HEREBY ASSURE, INDEMNIFY AND SHALL KEEP INDEMNIFIED AND HARMLESS UNTO THE PROMOTER THAT THE PURCHASER SHALL BE SOLE RESPONSIBLE AND LIABLE FOR ANY LOSSES, DAMAGES AND REPAYMENT OF HOUSING LOAN AND THE PROMOTER WILL NOT BE RESPONSIBLE FOR THE SAME.

(53) THAT THE PROMOTER SHALL BE ENTITLED TO ASSIGN, TRANSFER, CONVEY THE ENTIRE RIGHTS, TITLE, INTEREST, CLAIMS AND/OR PART THEREOF OBTAINED BY THE PROMOTER UNDER THE PRINCIPLE DEVELOPMENT AGREEMENT AND POWER OF ATTORNEY EXECUTED AND REGISTERED BY THE CONSENTING PARTIES IN FAVOUR OF PROMOTER FOR WHICH THE PURCHASER HEREIN AND/OR THE SOCIETY AND/OR ASSOCIATION OF APARTMENT WHICH MAY FORM IN FUTURE WILL NOT RAISE ANY OBJECTION OF WHATSOEVER NATURE AND DEEMED TO BE GRANTED THEIR IRREVOCABLE CONSENT TO THE PROMOTER FOR THE SAME.

(54) IT IS HEREBY MADE CLEAR THAT THE PROMOTER SHALL BE ENTITLED TO USE THE MARGINAL OPEN SPACE/S AS AN ACCESS FOR ANOTHER BUILDING, LAND AND ALLOW SUCH ACCESS TO ANY OTHER PERSON/S ON SUCH TERMS, CONDITIONS AND CONSIDERATION AS THE PROMOTER MAY DEEM FIT AND PROPER AND THE PURCHASER/S HEREIN OR THE ORGANIZATION IN WHICH HE WILL BECOME A MEMBER SHALL NOT BE ENTITLED TO OBJECT THE SAID USE BY THE PROMOTER OR ITS NOMINEE/S OR ASSIGNEE/S AND THE FLAT/S OR THE PROPERTY SHALL BE COVERED SUBJECT TO THE SAID RIGHT OF THE PROMOTER AND THIS TERM IS THE ESSENCE OF THIS AGREEMENT.

(55) IT IS HEREBY MADE CLEAR THAT THE ORGANIZATION OF ALL THE PURCHASER/UNIT HOLDERS FOR THE SAID SCHEME SHALL BE ASSOCIATION OF APARTMENT OWNERS TO BE FORMED AND REGISTERED UNDER THE PROVISIONS OF MAHARASHTRA APARTMENT OWNERSHIP ACT 1970 AS PER THE DISCRETION OF THE PROMOTER. THE PROMOTER MAY AT ITS DISCRETION AND OPTION DECIDE TO FORM AN ASSOCIATION SEPARATELY OF EACH BUILDING/WING OR JOINTLY OF ALL THE

BUILDINGS/WINGS IN THE SAID PROPERTY. IN THE EVENT OF SEPARATE OR MORE THAN ONE ASSOCIATION BEING FORMED, THE PROMOTER MAY DECIDE TO FORM A SEPARATE ORGANIZATION/FEDERATION OF SUCH ASSOCIATIONS FOR THE MANAGEMENT OF THE COMMON AREAS AND FACILITIES COMMON BETWEEN THE ASSOCIATIONS. THE DECISION TAKEN BY THE PROMOTER SHALL BE FINAL AND BINDING ON THE PURCHASER/S AND ALL ASSOCIATIONS.

(56) THE CONSIDERATION OF THE SAID FLAT/S/ACCOMMODATION AS AGREED BETWEEN THE PROMOTER AND THE PURCHASER HEREIN IS AS PER THE PREVAILING MARKET RATE IN THE SUBJECT LOCALITY, WHICH IS THE TRUE AND FAIR MARKET VALUE OF THE SAID FLAT/S. THIS AGREEMENT IS EXECUTED BY THE PARTIES HERETO UNDER THE REAL ESTATE REGULATION AND DEVELOPMENT ACT 2016 AND STAMP DUTY FOR THIS TRANSACTION IS PAYABLE AS PER THE BOMBAY STAMP ACT 1958 SCHEDULE-1, ARTICLE 25(D). THE PURCHASER/S HEREIN HAS PAID STAMP DUTY ALONG WITH APPROPRIATE REGISTRATION FEES HERewith.

THE PARTICULARS OF THE SAME IS AS FOLLOWS:

- A) AGREED CONSIDERATION IS AT RS. /-
- B) MARKET VALUE OF THE FLAT IS AT RS. /-

THEREFORE APPROPRIATE STAMP DUTY & REGISTRATION FEE HAS BEEN PAID UPON THE HIGHEST OF THE TWO VALUES.

THE PARTIES HERETO SHALL BE ENTITLED TO GET THE AFORESAID STAMP DUTY ADJUSTED, LEVIABLE ON THE CONVEYANCE, WHICH IS TO BE EXECUTED BY THE PROMOTER AND THE VENDOR/PROMOTER HEREIN IN FAVOUR OF THE PURCHASER HEREIN OR IN THE NAME OF THE SOCIETY IN WHICH THE PURCHASER WILL BE THE MEMBER IN RESPECT OF THE SAID FLAT/S. IF ADDITIONAL STAMP DUTY IS REQUIRED TO BE PAID AT THE TIME OF CONVEYANCE THE SAME SHALL BE PAID BY THE PURCHASER.

(57) PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE AFTER THE PROMOTER EXECUTES THIS AGREEMENT HE SHALL NOT MORTGAGE OR CREATE A CHARGE ON THE FLAT/APARTMENTS 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 PURCHASERS/ ALLOTTEE WHO HAS TAKEN OR AGREED TO TAKE SUCH [FLAT/APARTMENT/PLOT].

(58) BINDING EFFECT

FORWARDING THIS AGREEMENT TO THE PURCHASERS/ ALLOTTEE BY THE PROMOTER DOES NOT CREATE A BINDING OBLIGATION ON THE PART OF THE PROMOTER OR THE PURCHASERS/ ALLOTTEE UNTIL, FIRSTLY, THE PURCHASERS/ ALLOTTEE SIGNS AND DELIVERS THIS AGREEMENT WITH ALL THE SCHEDULES ALONG WITH THE PAYMENTS DUE AS STIPULATED IN THE PAYMENT PLAN WITHIN 30 (THIRTY) DAYS FROM THE DATE OF RECEIPT BY THE PURCHASERS/ ALLOTTEE AND SECONDLY, APPEARS FOR REGISTRATION OF THE SAME BEFORE THE CONCERNED SUB-REGISTRAR AS AND WHEN INTIMATED BY THE PROMOTER. IF THE PURCHASERS/ ALLOTTEE(S) FAILS TO EXECUTE AND DELIVER TO THE PROMOTER THIS AGREEMENT WITHIN 30 (THIRTY) DAYS FROM THE DATE OF ITS RECEIPT BY THE PURCHASERS/ ALLOTTEE AND/OR APPEAR BEFORE THE SUB-REGISTRAR FOR ITS REGISTRATION AS AND WHEN INTIMATED BY THE PROMOTER, THEN THE PROMOTER SHALL SERVE A NOTICE TO THE PURCHASERS/ ALLOTTEE FOR RECTIFYING THE DEFAULT, WHICH IF NOT RECTIFIED WITHIN 15 (FIFTEEN) DAYS FROM THE DATE OF ITS RECEIPT BY .THE PURCHASERS/ ALLOTTEE. APPLICATION OF THE PURCHASERS/ ALLOTTEE SHALL BE TREATED AS CANCELLED AND ALL SUMS

DEPOSITED BY THE PURCHASERS/ ALLOTTEE IN CONNECTION THEREWITH INCLUDING THE BOOKING AMOUNT SHALL BE RETURNED TO THE PURCHASERS/ ALLOTTEE WITHOUT ANY INTEREST OR COMPENSATION WHATSOEVER.

(59) ENTIRE AGREEMENT

THIS AGREEMENT, ALONG WITH ITS SCHEDULES AND ANNEXURES, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ANY AND ALL UNDERSTANDINGS, ANY OTHER AGREEMENTS, ALLOTMENT LETTER, CORRESPONDENCES, ARRANGEMENTS WHETHER WRITTEN OR ORAL, IF ANY, BETWEEN THE PARTIES IN REGARD TO THE SAID FLAT/APARTMENT/PLOT/BUILDING, AS THE CASE MAY BE.

(60) RIGHT TO AMEND -THIS AGREEMENT MAY ONLY BE AMENDED THROUGH WRITTEN CONSENT OF THE PARTIES.

(61) PROVISIONS OF THIS AGREEMENT APPLICABLE TO
PURCHASERS/ ALLOTTEE / SUBSEQUENT PURCHASERS/
ALLOTTEES

IT IS CLEARLY UNDERSTOOD AND SO AGREED BY AND BETWEEN THE PARTIES HERETO THAT ALL THE PROVISIONS CONTAINED HEREIN AND THE OBLIGATIONS ARISING HEREUNDER IN RESPECT OF THE PROJECT SHALL EQUALLY BE APPLICABLE TO AND ENFORCEABLE AGAINST ANY SUBSEQUENT PURCHASERS/ ALLOTTEES OF THE [FLAT/APARTMENT/PLOT], IN CASE OF A TRANSFER, AS THE SAID OBLIGATIONS GO ALONG WITH THE [FLAT/APARTMENT/PLOT] FOR ALL INTENTS AND PURPOSES.

(62) SEVERABILITY

IF ANY PROVISION OF THIS AGREEMENT SHALL BE DETERMINED TO BE VOID OR UNENFORCEABLE UNDER THE ACT OR THE RULES AND REGULATIONS MADE THEREUNDER OR UNDER OTHER APPLICABLE LAWS, SUCH PROVISIONS OF THE AGREEMENT SHALL BE DEEMED AMENDED OR DELETED IN SO FAR AS REASONABLY INCONSISTENT WITH THE PURPOSE OF THIS AGREEMENT AND TO THE EXTENT NECESSARY TO CONFORM TO ACT OR THE RULES AND REGULATIONS MADE THEREUNDER OR THE APPLICABLE LAW, AS THE CASE MAY BE, AND THE REMAINING PROVISIONS OF THIS AGREEMENT SHALL REMAIN VALID AND ENFORCEABLE AS APPLICABLE AT THE TIME OF EXECUTION OF THIS AGREEMENT.

(63) METHOD OF CALCULATION OF PROPORTIONATE SHARE
WHEREVER REFERRED TO IN THE AGREEMENT

WHEREVER IN THIS AGREEMENT IT IS STIPULATED THAT THE PURCHASERS/ ALLOTTEE HAS TO MAKE ANY PAYMENT, IN COMMON WITH OTHER PURCHASERS/ ALLOTTEE(S) IN PROJECT, THE SAME SHALL BE IN PROPORTION TO THE CARPET AREA OF THE [FLAT/APARTMENT/PLOT] TO THE TOTAL CARPET AREA OF ALL THE [FLAT/APARTMENTS/PLOTS] IN THE PROJECT.

(64) FURTHER ASSURANCES

BOTH PARTIES AGREE THAT THEY SHALL EXECUTE, ACKNOWLEDGE AND DELIVER TO THE OTHER SUCH INSTRUMENTS AND TAKE SUCH OTHER ACTIONS, IN ADDITIONS TO THE INSTRUMENTS AND ACTIONS SPECIFICALLY PROVIDED FOR HEREIN, AS MAY BE REASONABLY REQUIRED IN ORDER TO EFFECTUATE THE PROVISIONS OF THIS AGREEMENT OR OF ANY TRANSACTION CONTEMPLATED HEREIN OR TO CONFIRM OR PERFECT ANY RIGHT TO BE CREATED OR TRANSFERRED HEREUNDER OR PURSUANT TO ANY SUCH TRANSACTION.

(65) PLACE OF EXECUTION

THE EXECUTION OF THIS AGREEMENT SHALL BE COMPLETE ONLY UPON ITS EXECUTION BY THE PROMOTER THROUGH ITS AUTHORIZED SIGNATORY AT THE PROMOTER'S OFFICE, OR AT SOME OTHER PLACE, WHICH MAY BE MUTUALLY AGREED BETWEEN THE PROMOTER AND THE PURCHASERS/ ALLOTTEE, AND THE AGREEMENT IS DULY EXECUTED BY THE PURCHASERS/ ALLOTTEE AND THE PROMOTER OR SIMULTANEOUSLY WITH THE EXECUTION THE SAID AGREEMENT SHALL BE REGISTERED AT THE OFFICE OF THE SUB-REGISTRAR. HENCE THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN EXECUTED AT PUNE.

(66) THE PURCHASERS/ ALLOTTEE AND/OR PROMOTER SHALL PRESENT THIS AGREEMENT AS WELL AS THE CONVEYANCE/ASSIGNMENT OF LEASE AT THE PROPER REGISTRATION OFFICE OF REGISTRATION WITHIN THE TIME LIMIT PRESCRIBED BY THE REGISTRATION ACT AND THE PROMOTER WILL ATTEND SUCH OFFICE AND ADMIT EXECUTION THEREOF.

(67) JOINT PURCHASERS/ ALLOTTEES

THAT IN CASE THERE ARE JOINT PURCHASERS/ ALLOTTEES ALL COMMUNICATIONS SHALL BE SENT BY THE PROMOTER TO THE PURCHASERS/ ALLOTTEE WHOSE NAME APPEARS FIRST AND AT THE ADDRESS GIVEN BY HIM/HER WHICH SHALL FOR ALL INTENTS AND PURPOSES TO CONSIDER AS PROPERLY SERVED ON ALL THE PURCHASERS/ ALLOTTEES.

(68) STAMP DUTY AND REGISTRATION:- THE CHARGES TOWARDS STAMP DUTY AND REGISTRATION OF THIS AGREEMENT SHALL BE BORNE BY THE PURCHASERS/ ALLOTTEE.

(69) DISPUTE RESOLUTION:- ANY DISPUTE BETWEEN PARTIES SHALL BE SETTLED AMICABLY. IN CASE OF FAILURE TO SETTLED THE DISPUTE AMICABLY, WHICH SHALL BE REFERRED TO THE APPELLANT AUTHORITY AS PER THE PROVISIONS OF THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016, RULES AND REGULATIONS, THEREUNDER.

(70) 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 PUNE COURTS WILL HAVE THE JURISDICTION FOR THIS AGREEMENT

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

* * * * *

**ANNEXTURE 'A' - FIRST SCHEDULE
(DESCRIPTION OF THE SAID PROPERTY)**

ALL THAT A SEPARATED PIECE AND PARCEL OF A BUILDABLE LANDED PROPERTY, IN RESIDENTIAL ZONE, A SEPARATED AREA , ADMEASURING 00 HECTARE,80 ARES, (I.E. 8000SQ. MTRS.) FROM AND OUT OF THE ENTIRE LANDED PROPERTY, BEARING GAT NO. 1195,(OLD CORRESPONDING GAT NO. 1570), TOTALLY ADMEASURING 02 HECTARE,00 ARES, ASSESSED AT RS. 03.79, LYING, BEING AND SITUATED AT REVENUE VILLAGE-SHIKRAPUR, TALUKA-SHIRUR, DISTRICT-PUNE, ZILLA PARISHAD-PUNE, TALUKA PANCHAYAT SAMITI-SHIRUR, AND WITHIN THE LOCAL LIMITS OF GRAMPANCHAYAT -SHIKRAPUR AND WITHIN THE JURISDICTION OF THE OFFICE OF THE SUB-REGISTRAR,TALEGAON DHAMDHERE (TAL-SHIRUR) AND THE SAID AREA , ADM. 00 HECTARE,80 ARES, IS BOUNDED AS FOLLOWS :-

ON OR TOWARDS THE EAST : BY LAND, GAT NO. 1194,
ON OR TOWARDS THE SOUTH : BY LAND, GAT NO. 1190 AND ROAD,
ON OR TOWARDS THE WEST : BY LAND, GAT NO. 1195,
ON OR TOWARDS THE NORTH : BY LAND GAT NO. 1196 AND ROAD,

ANNEXTURE 'B' - SECOND SCHEDULE

(DESCRIPTION OF THE SAID FLAT/SHOP/OFFICES, ETC)

"FLAT BEARING NO. _____, ADMEASURING CARPET AREA _____ SQ.FTS. I.E. _____ SQ.MTRS., TOGETHER WITH DRY BALCONY SPACE ADMEASURING AREA _____ SQ.FTS. I.E. _____ SQ.MTRS. + ADJACENT TERRACE AREA ADMEASURING _____ SQ.FTS. I.E. _____ SQ.MTRS., SITUATED ON FOURTH FLOOR IN THE BUILDING/WING NO. 'B' IN THE PROJECT KNOWN AS 'TRIAA PRINCETOWN' TO BE CONSTRUCTED ON THE PROPERTY MORE PARTICULARLY DESCRIBED IN THE SCHEDULE (I) HEREINABOVE MENTIONED.

ANNEXTURE 'C' - THIRD SCHEDULE

A) SPECIFICATIONS

1. EARTHQUAKE RESISTANT R.C.C STRUCTURE
2. 5" THICK INTERNAL & EXTERNAL WALLS WITH ECOFRIENDLY BLOCKS OR FLY ASH BRICKS
3. SAND FACED EXTERNAL PLASTER
4. GYPSUM FINISH INTERNAL WALLS
5. GRANITE KITCHEN PLATFORM WITH BRANDED SS SINK
6. 2' X 2' VITRIFIED TILES FLOORING
7. ANTI-SKID CERAMIC TILES IN TOILET & TERRACE
8. RCC CONCRETE DOOR FRAME IN TOILETS
9. RCC CONCRETE FRAME FOR MAIN DOOR AND BEDROOM
10. W/C, BATH & TOILET DOORS FRP/PVC
11. GOOD QUALITY ENTRANCE DOOR WITH FIXTURES
12. POWDER COATED ALUMINUM WINDOWS
13. M.S SAFETY GRILL FOR ALL WINDOWS
14. DADO TILES IN BATHROOMS UPTO 7'
15. CP & SANITARY FITTINGS OF REPUTED BRAND
16. CONCEALED COPPER WIRING
17. ELECTRICAL SWITCHES OF REPUTED BRAND WITH TELEPHONE AND TV POINTS
18. OIL BOUND DISTEMPER IN ENTIRE FLAT
19. ACRYLIC PAINT ON EXTERNAL WALLS
20. PROVISION FOR EXHAUST FAN IN KITCHEN
21. A.C. POINTS IN MASTER BEDROOM
22. SOLAR WATER HEATER IN BOTH THE BATHROOMS (RESTRICTED TIME)
23. PROVISION FOR WATER PURIFIER
24. STANDARD MAKE LIFT WITH DG BACK UP
25. LOUVERS WINDOWS FOR TOILETS

B) AMENITIES

- SWIMMING POOL
- PARTY LAWN
- GAZEBO
- JOGGING TRACK
- FEATURE WALL
- MULTI-UTILITY HALL
- CLUB HOUSE
- MEDITATION AREA/TEMPLE
- SENIOR CITIZEN SIT OUT
- RAINWATER HARVESTING
- TRIMIX INTERNAL ROADS
- COMPOUND WALL
- ENTRANCE GATE
- SEWAGE TREATMENT PLANT
- SECURITY WITH CCTV CAMERAS
- ENTRANCE LOBBY
- CHILDREN'S PLAY AREA
- SECURITY CABIN
- SOLAR WATER HEATER
- NAME PLATE WITH LETTER BOX
- AMPLE CAR PARKING

ANNEXURE 'E' CERTIFICATE

THIS IS TO CERTIFY THAT I HAVE INVESTIGATED THE TITLE TO THE PROPERTY WHICH IS MORE PARTICULARLY DESCRIBED IN THE SCHEDULE HEREUNDER WRITTEN AND HAVE PERUSED TITLE DEEDS AND CERTIFY THAT IN MY OPINION THE TITLE OF AAKANKSHA ASSOCIATES, THE OWNERS/VENDORS ARE HAVING GOOD, CLEAR AND MARKETABLE AND FREE FROM ENCUMBRANCES, CHARGES AND/OR CLAIMS AND ON THE STRENGTH OF JOINT VENTURE DATED 26/05/2017, M/S. TRIAA INFRACON LLP IS ENTITLED TO CONSTRUCT/DEVELOP/SALE THE SAME.

SCHEDULE ABOVE REFERRED TO (DESCRIPTION OF PROPERTY)

ALL THAT A SEPARATED PIECE AND PARCEL OF A BUILDABLE LANDED PROPERTY ADMEASURING 00 HECTARE,80 ARES, (I.E. 8000SQ. MTRS.) FROM AND OUT OF THE ENTIRE LANDED PROPERTY, BEARING GAT NO. 1195,(OLD CORRESPONDING GAT NO. 1570), TOTALLY ADMEASURING 02 HECTARE,00 ARES, ASSESSED AT RS. 03.79, LYING, BEING AND SITUATED AT REVENUE VILLAGE-SHIKRAPUR, TALUKA-SHIRUR, DISTRICT-PUNE, ZILLA PARISHAD-PUNE, TALUKA PANCHAYAT SAMITI-SHIRUR, AND WITHIN THE LOCAL LIMITS OF GRAMPANCHAYAT -SHIKRAPUR AND WITHIN THE JURISDICTION OF THE OFFICE OF THE SUB-REGISTRAR,TALEGAON DHAMDHERE (TAL-SHIRUR) AND THE SAID AREA , ADM. 00 HECTARE,80 ACRES

**ANNEXURE 'F'
CONSENT LETTER**

1. _____ & 2. _____
BOTH R/AT –

TO,

M/S. TRIAA INFRACON LLP THROUGH ITS PARTNERS

MR. SHYAMLAL PATIRAM GOEL & MR. ANKIT SHYAMLAL GOEL

SUB : - CONSENT FOR CHANGES IN THE LAYOUT AND BUILDING PLAN OF THE
PROPERTY BEARING SURVEY NO. 284/4 OUT OF WHICH AREA
ADMEASURING 00 H. 40 R. I.E. 4000 SQ.MTRS. OR THEREABOUT
AT MOUJE LOHEGAON, TAL. HAVELI, DIST. PUNE.

DEAR SIR,

I HAVE BOOKED A FLAT BEARING NO. _____ IN BUILDING/WING NO. '___' IN THE PROJECT KNOWN AS **TRIAA PRINCETOWN** IN THE ABOVE REFERRED PROJECT/SCHEME, I / WE HEREBY GIVE MY / OUR IRREVOCABLE AND FREE CONSENT FOR MAKING CHANGES, ALTERATIONS, MODIFICATIONS IN THE ENTIRE LAYOUT OR BUILDING PLAN/S AND TO GET THE REVISED OR NEW PLAN/S AND LAYOUT/S SANCTIONED FROM PUNE TOWN PLANNING AUTHORITY AND COLLECTOR PUNE AND MUNICIPAL CORPORATION OF PUNE AND PMRDA OTHER PROPER COMPETENT AUTHORITIES. ALSO I/WE HEREBY GIVEN MY/OUR FREE AND IRREVOCABLE CONSENT TO CHANGE THE LOCATIONS OF BUILDING/S, AMENITY SPACE/S, OPEN SPACE/S, COMMERCIAL PREMISE/S AS THE DEVELOPER MAY DEEM FIT AND PROPER AND ACCORDINGLY GET THE PLANS/LAYOUTS REVISED AND APPROVED FROM COLLECTOR/ADTP/PMC/PMRDA OR FROM ANY COMPETENT AUTHORITIES. I/WE HAVE ASSURED YOU THAT I / WE SHALL NOT REVOKE THIS CONSENT AND CHALLENGE THE REVISED OR CORRECTED PLANS OR CHANGES MADE IN THE PLANS.

THANKING YOU,

YOURS FAITHFULLY

I. _____

II. _____

FLAT PURCHASER'S SIGN.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR RESPECTIVE HANDS ON THE DAY AND YEAR FIRST HEREINABOVE MENTIONED.

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[THE PURCHASER NO.1]	[THE PURCHASER NO.2]
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MR. ANKIT SHYAMLAL GOEL IN THE CAPACITY OF PARTNER OF M/S. TRIAA INFRACON LLP & AS DULY CONSTITUTED ATTORNEY OF CONSENTING PARTIES HERETO [THE PROMOTERS / DEVELOPERS & THE LAND OWNERS / THE CONSENTING PARTIES]	
SIGN-..... NAME-..... ADD-..... (WITNESS NO.1)	SIGN-..... NAME-..... ADD-..... (WITNESS NO.2)