

ALLOTMENT LETTER

Date: _____

To,
_____ (Allottee Name)
_____ (Address of Allottee)

Dear Sir/Madam,

1. We are pleased to allot you **Apartment No.** _____ on the _____ **Floor** of the building known as ‘ _____ ’ at One Hiranandani Park, Ghodbunder Road, Thane (W) 400607, having **Carpet Area** _____ **sq. mtrs**, equivalent to _____ **sq. ft.**, as per the definition under the Real Estate (Regulation and Development) Act 2016 **along with deck & enclosed balcony (if any) admeasuring** _____ **sq. mtrs. which is equivalent to** _____ **sq. ft. carpet area aggregating to** _____ **sq. mtrs. which is equivalent to** _____ **sq.ft. carpet area {(Carpet Area** _____ **sq. mtrs. equivalent to** _____ **sq. ft.** as per the definition under the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, management and transfer) Act, 1963}, for total consideration of Rs. _____/- (Rupees _____ Only) including proportionate common areas and facilities appurtenant to the Apartment, hereinafter referred to as the **Said Apartment**, alongwith the benefit to use _____ **Covered/Mechanised car parking/s**, which shall be paid by you to us as follows:-

Sr.No.	DETAILS	AMOUNT (Percentage)
a)	Advance payment or Application fee	10%
b)	On or before _____	60%
c)	On Completion of Walls, Internal Plaster, Floorings, Doors and Windows	5%
d)	On Completion of Sanitary Fittings, Staircases, Lift Wells, Lobbies	5%
e)	On Completion of External Plumbing, External Plaster, Elevation, Terraces with Waterproofing.	5%
f)	On Completion of the lifts, Water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, pavings of the areas appertain and all other requirements as may be prescribed in the agreement.	10%
g)	On Possession after receiving Occupancy Certificate	5%
	TOTAL	100%

You shall on or before delivery of possession of the said Apartment pay to us/Promoters, the following amounts:-

- (i) Rs. 500/- (for Individual), Rs. 1000/- (for Company) towards share money, Rs. 100/- application entrance fee of the Society or Limited Company / Federation / Apex body.
- (ii) Rs. _____/- for formation and registration of the Society or Limited Company / Federation / Apex body.
- (iii) Rs. _____/- towards non-refundable Club House cost.
- (iv) Rs. _____/- towards provisional contribution towards outgoings of Society / Federation / Apex body
- (vi) Rs. _____/- towards Development Charges
- (vii) Rs. _____/- towards Legal & Documentation charges
- (ix) Rs. _____/- provisional amount towards the deposit/premium/charges/expenses for procuring and using electric, water, drainage, sewerage connections etc., will be extra and payable at the time of possession.
- (x) Rs. _____/- on or before taking possession of the said Apartment, to meet the future maintenance of Internal Layout Roads, Recreation Areas, Street Lighting etc. and for the purpose of maintenance and upkeep of recreation areas and other facilities which the Promoters provide specifically for the Allottee/s of Apartment in the Project Land and earmark the same for the purpose of use thereof by the Allottee/s of Apartment in the buildings in the said property.

The non-refundable club house cost quoted as aforesaid are/shall be over and above the maintenance and usage charges for the club i.e. there will be separate charges for usage as well as maintenance and management of the club house.

2. We have informed you and you are aware that –

- (i) We are constructing / have constructed the Said Building “_____”, with P + _____ floors, **hereinafter referred to as the Said Building**’, as a part of layout development of the project named as “One Hiranandani Park”.
- (ii) Charges on monthly basis will be extra, as applicable for usage, maintenance and the operation of the Club House to be paid to the Promoters or to the Society of the Allottee/s.
- (iii) The possession of the Said Apartment will be handed over to you on or before _____ provided the we have received the full purchase price of the Said Apartment and other amounts payable to us, as per this allotment letter and Agreement for Sale to be executed with you and provided the construction of the said Building is not delayed on account of non-availability of steel, cement or other building material, water or electric supply and no act of God, Civil Commotion, Riot, War or any notice, Order, Rule, Notification of the Government and/or any other Public Body and/or Competent Authority and/or any order of Court / Tribunal / Forum and/or any reasons and/or circumstances beyond control of the Promoters, has disturbed the construction schedule of the Said Building and there is no delay in issue of Occupation Certificate by the concerned Planning Authority

of Thane Municipal Corporation and circumstances beyond the control of the Promoters. If the Promoters for any of the aforesaid reasons beyond the control of the Promoters is unable to give possession of the Said Apartment by the date stipulated hereinabove, the Promoters shall be entitled to proportionate extension of time for handing over possession of the said Apartment. It is specifically agreed by the Allottee that, during such proportionate extension period, Allottees shall not be entitled to and shall not be allowed to cancel this Agreement and/or claim any interest.

3. The Agreement for Sale of the Said Apartment, containing the detailed terms and conditions for the sale of the Said Apartment has shown to you and has been approved by you and agreed upon between us, which will be executed immediately by you on payment of ten per cent of the total consideration of the said Apartment. In the event of your not coming forward to execute and register Agreement within a stipulated period of 30 days, then we are entitled to sell / allot the said Apartment to any third person without taking any prior consent from you. In such event, we will be entitled to deduct there from 10% of the total Consideration. In such event, you will not be entitled to make any claim of whatsoever nature to the said Apartment.
4. Stamp duty & registration charges on Agreement for Sale of the Said Apartment shall be borne by you alone.
5. You have confirmed that this Letter of Allotment supersedes previous writing/s and document/s, if any, exchanged / executed between us in respect of this Transaction and that only this Letter of Allotment constitutes the entire understanding / agreement arrived at between the parties hereto for sale of the Said Apartment.
6. Please note that each of the aforesaid installments are to be paid by you as stipulated in demand notice/s which shall be sent to you, by email and at your above mentioned address. The notice issued to you as aforesaid, shall be deemed to be a good service upon you. The time stipulated in the demand notice/s shall be the essence of the Contract in this behalf. In the event of non-payment of any of the installments as per the demand notice/s, then at the end of such notice period, we shall be entitled to terminate this Allotment letter/Agreement and in such event you shall be liable to pay to us 25% of the total consideration for purchase of the Apartment as liquidated damages.
7. Any communication, including notices for intimation for completion of work, demand notices and any other communication pertaining to the Said Apartment, will be forwarded to your E-mail ID as given by you. **i.e.** _____ and your above mentioned address. You undertake to intimate us immediately in the event of any change in your E-mail ID and/or address.
8. Without prejudice to our right of termination as aforesaid, you shall be liable to pay monthly compoundable 12% interest from the date the amount become due till payment to us on all such delayed payments.

9. The amount/s paid by you to us shall be appropriated firstly towards taxes payable by you, then towards interest payable for all outstanding installments towards consideration in respect of the Said Apartment, cheque bounce charges, if any, then any administrative expenses and lastly towards consideration/outstanding dues in respect of the Said Apartment.
10. Please note that any liability arising out of Service Tax provision and/or VAT and/or GST, including all increase and/or addition/s thereon or any other taxes as may be applicable from time to time in respect of this Allotment / transaction mentioned herein, shall be borne and paid by you alone.
11. We have informed you and you are aware that as per Finance Act of 2013, TDS is applicable on transfer of immovable property, wherein the consideration of the property exceeds or is equal to Rs. 50 Lakhs. Section 194 IA of the Income Tax Act, 1961 for all such transactions with effect from June 1, 2013, Tax @ 1% should be deducted by the purchaser of the property at the time of making payment of sale consideration and submit copy of challans to us.
12. TDS certificate in Form 16B is required to be issued by you as a final confirmation of credit to Roma Builders Pvt. Ltd., in respect of the taxes deducted and deposited into the Government Account.

Roma Builders Pvt. Ltd. - PAN No.: AAACR7605K

Yours faithfully,

For ROMA BUILDERS PVT. LTD.

I/We Confirm

Director / Authorised Signatory

AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT is made and entered into at Mumbai/Thane on this the _____ day of _____ in the Christian Year Two Thousand _____ BY AND BETWEEN **ROMA BUILDERS PRIVATE LIMITED**, CIN-U70100MH1991PTC063439 a Company incorporated under the provisions of the Companies Act, of 1956, and having its Registered Office at : 514, Dalamal Towers, Nariman Point, Mumbai - 400 021, hereinafter referred to as the **Promoters** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor/s and permitted assigns) of the **ONE PART**;

AND

MR./MRS./MISS./MESSRS. _____

having PAN: _____, hereinafter referred to as the **ALLOTTEE/S** (which expression shall unless it be repugnant to the context or the meaning thereof be deemed to mean and include his/her/their respective heirs, executors and administrators and permitted assigns, in case of firm its partner/s from time to time and his/her/their respective heirs executors and administrators of such survivor and in case of Company/LLP, its successors in interest and permitted assigns) of the **OTHER PART**;

WHEREAS by fresh certificate of incorporation consequent of change of name dated 15th November 1978 and 29th March 1995 issued by Addl- Registrar of companies, Mumbai, Maharashtra, **DEVE PAINTS LTD.**, (formerly known as Garware Paints Ltd. and there before known as M/s. Blundell Eomite Paints Ltd.) a Company registered under the provisions of the Companies Act, 1956 and having it's Registered office at – Rustom Building, 29, Veer Nariman Road, Fort, Mumbai – 400 023 (hereinafter referred to as the said Owners) are/were seized and possessed of and otherwise well and sufficiently entitled to all those pieces and parcels of land or ground together with factory building and structures standing thereon and situate, lying and being at village – Kolshet, Taluka and District – Thane, in the Registration District and Sub-District of Thane, bearing Survey/Hissa Nos. 99/1,100, 113, 114/3 and 114/8, corresponding New Survey/Hissa No. 99/B, corresponding Survey /Hissa No. 99/2 after computerization of revenue records total

admeasuring 1,05,550 Sq.mtrs out of which an area admeasuring 85960.33 Square Meters more particularly described firstly in the **First Schedule** hereunder written (hereinafter referred to as the said larger land).

AND WHEREAS by an Agreement dated 15th May 1961 executed between M/s. Blundell Eomite Paints Limited, a Company was registered under the Indian Companies Act, 1913 and having it's registered office at- Rustom Building, Vir Nariman Rd, Fort, Mumbai, of the **One Part** and Governor of Maharashtra of the **Other Part**, for the objects of the company, the Government of Maharashtra had acquired the Land through Special Land Acquisition Officer, Thane under the provisions of the Land Acquisition Act, all those pieces and parcels of Land bearing Survey/Hissa No. 99/1, 100, 113, 114/3 and 114/8 corresponding New Survey/Hissa No. 99/B, corresponding Survey /Hissa No. 99/2 after computerization of revenue records area admeasuring 26-Acres, 3-Gunthe, 4-A' i.e 1,05,550 (1,05,558.267) Sq.mtrs lying, being and situate at Village: Kolshet, Taluka and District- Thane, Registration District of Thane, and the possession of the above mentioned Land was delivered and transferred to the company on 4th September 1961 and 8th April 1964 and accordingly the Collector of Thana on behalf of the Government of Maharashtra issued/granted Sanad in favour of the company on the terms more particularly mentioned therein;

AND WHEREAS by Regd. Indenture of Sale dated 14th July 1972, the above said company M/s. Blundell Eomite Paints Limited, as the Vendor thereof had been sold convey and transferred an area of the land admeasuring 19,589.67 Sq. mtrs. out of the above mentioned 1,05,550 Sq.mtrs to Surinder Anand, Deepak Anand, Rampyari w/o Kevalram Anand, and Indervarshsa w/o Kishorilal Anand, all were the partners of the firm Oriental Industries, having their address at- 114/4, Patlipada, Ghodbunder Road, Thane, as the **Purchasers**;

AND WHEREAS as per the reference made by the said Owners to BIFR under the provision of Sick Industrial Companies (Special Provisions) Act, BIFR recommended to the Hon'ble High Court, Bombay, winding up of the said Owners vide it's order dated 1st March, 2001, The said Owners preferred an Appeal, being Appeal No. 155 of 2001 to the Appellate Authority for Industrial and Financial Reconstruction, who vide it's Order dated 20th June, 2001 dismissed the said Appeal No. 155 of 2001 winding up petition and/or Order has been passed pursuant to the recommendation/opinion of BIFR. The said Owners with a view to settle all their dues, had series of discussions with debenture holders and other investors and creditors of the said Owners have issued

Consent Letters, thereby agreeing with the said Owners to accept the amounts as contained in their respective Consent Letters;

AND WHEREAS the Workers Union, viz Paint Employees Union had filed it's claim in Thane Industrial Court in Complaint (ULP) No. 655 of 1994, settlement was arrived at and the said Owners and the said Union filed Consent Terms on 3rd May, 2003 whereby the workers agreed to accept an amount of Rs. 4,36,80,000/= in full and final settlement of their dues;

AND WHEREAS the BANK of MAHARASHTRA, a Scheduled Commercial Bank as defined under the Reserve Bank of India Act, 1934, as amended from time to time and having it's Head Office at 'Lokmangal', 1501, Shivaji Nagar, Pune 411005 (hereinafter referred to as the said Bank) was the Debenture Trustees of such debenture holders and creditors of the said Owners. The said bank had filed suit being Suit No. 3441 of 2002 against the said Owners and others in Hon'ble High Court Judicature at Bombay for realizing the dues from the said Owners as contained in the plaint therein;

AND WHEREAS the said Owners and the said bank, with the consent and concurrence of other parties in the said suit with a view to pay off the dues of various debenture holders and other creditors and the workers then crystallized claimed by selling and/or granting development rights in respect of the said larger land to the Promoters herein as the Developers, filed Consent Terms in Appeal No. 91 of 2003 in Notice of Motion No. 2936 of 2002 in the said Suit No. 3441 of 2002 for the subject matter more particularly mentioned therein;

AND WHEREAS the said owners thereafter filed Writ Petition, being Writ Petition No. 6387 – 88/2004 in the Hon'ble Delhi High Court stating therein all the relevant facts and prayed interalia for setting aside the order dated 1st March 2001 passed by BIFR and order dated 20th June, 2001 passed by AAIFR and for approval of Consent Terms as signed by the parties and filed before the Hon'ble Court;

AND WHEREAS the Hon'ble Delhi High Court, vide it's order dated 7th May, 2004 taking the Consent Terms and affidavits of the creditors on record ordered that in view of the Consent Terms the orders of BIFR and AAIFR of winding up of the said owners were set aside;

AND WHEREAS the said bank had been pursuant to the order passed by the Hon'ble Delhi High Court dated 7th May, 2004 withdrawn the Notices of Motion No. 2936 of 2002, 461 of 2004 and 620 of 2004 as also Appeal No 91 of 2003 in Suit No. 3441 of 2002 pending in Hon'ble High Court Bombay and has got vacated the Orders passed therein including those for Injunction and for appointment of Court Receiver. The said bank thus confirmed and assured and undertook that due to as aforesaid there is neither Injunction Order nor any order operating in respect of the said larger land or any part thereof and the said owners are/were at liberty to grant irrevocably the Development Rights to the Developers in respect of the said larger land;

AND WHEREAS by Development Agreement dated 9th June 2004 executed between the said Owners and the **Promoters** as the Developers thereof and confirmed by the said bank as the Confirming Party therein, the Promoters have agreed to develop the said larger land by constructing premises/units thereon as the **Developers** in their absolute discretion may deem fit without reference either to the said owners or the said bank, at their own costs and expenses for the consideration and on the terms and conditions therein contained;

AND WHEREAS in pursuance of the abovesaid Development Agreement, the said **Owners** have handed over possession of the **said larger land** as more particularly described firstly in the **First Schedule** hereunder written, to the **Promoters** with right to deal with, to develop and to sell the premises situate in the building/s constructed thereon;

AND WHEREAS as per Development Plan declared for City of the Thane Municipal Corporation, (herein after referred to as the 'Said Corporation'), an area admeasuring 25711.70 sq.mtrs. out of the said larger land is reserved for PARK RESERVATION and same which is more particularly described Secondly in the First Schedule hereunder written (hereinafter referred to as the said 'Park Reservation');

AND WHEREAS the said park reservation area being in the process of handing over to the said corporation by the promoter, the promoters have agreed to develop an area admeasuring about 60248.63 sq.mtrs. out of the said larger land which is more particularly described thirdly in the First Schedule hereunder written (hereinafter referred to as the 'said Property'), by availing and utilizing FSI/TDR as may be made available to them in lieu of surrendering the said park reservation to and in favor of the said corporation and constructing premises/units thereon as the Developers in their absolute discretion may deem fit without reference either to the said owners or the said bank;

AND WHEREAS the Additional Collector and Competent Authority Thane Urban Agglomeration and 8 kms. peripheral area to Greater Bombay Agglomeration, under the provisions of the Urban Land (Ceiling and Regulation) Act 1976 (hereinafter referred to as the said Act), by his order bearing No. ULC/TA/T.No.7/Kolshet/SR-92 dated 27.12.2005 under Section 8 (4) of the said Act in respect of the said larger land declared that the said Owners, is holding the vacant land below the ceiling limit, thus not entitled as excess land holder.

AND WHEREAS, the Labour Commissioner Maharashtra State, Mumbai vide his order bearing No. Labour Commissioner/NOC/Case No. 24/2005/Office section – 22, office of the Labour Commissioner, Commerce Centre, 7th floor, Tardeo, Mumbai dated 03.08.2005 issued 'NOC' for the development of the said larger land to the said **Owners**, addressing to the Commissioner Thane Municipal Corporation, copy forwarded to the **Promoters**.

AND WHEREAS the Board for Industrial and Financial Reconstruction (BIFR), Bench III in Case No. 62/95 in the matter of M/s Deve Paints Ltd., passed an order dated 14th February 2008 sanctioned scheme and as per clause 8.3 of the said order wherein the Government of Maharashtra, has been directed to exempt Deve Paints Ltd. (i.e. the Owners) from payment of 50% of difference between sale value and cost of acquisition payable as per SANAD for sale of the **said larger land**, for the reasons mentioned therein, in the said order.

AND WHEREAS, the Collector Thane and Competent Authority appointed under the Maharashtra Land Revenue Code, 1966 vide it's orders bearing No.Rev/D-1/T-1/NAP/SR-5/2007 dated 15th October, 2007, granted permission for non-agricultural use.

AND WHEREAS Hon'ble Minister (Revenue), Maharashtra State, vide his order passed in Case No. LTH-18/2008 Case No. 197/A-2 on 29.07.2013 by allowing the Promoters' and Owners' application transfer the said larger land from the Owners, to the Promoters as the Developers by giving directions to the Collector, Thane pass appropriate order in respect of transfer the said larger land from the said Owners to the Promoters by recover the differential amount from the Promoters as discussed in paras 37 and 38 of his order.

AND WHEREAS the Collector, Thane by considering the order passed by the Hon'ble Revenue Minister, Maharashtra State as aforesaid, vide his order bearing No. Rev/D-1/T-1/LBP/SR-

/2014 dated 01ST September, 2014 granted permission to transfer to the Promoters the said larger land on making payment mentioned therein and on terms and conditions more particularly set-out therein, accordingly the Promoters have paid the amount mentioned in the said order to the Tahsildar, Thane through demand draft.

AND WHEREAS, the said Corporation has granted to the Promoters, sanction of Development Permission/Commencement Certificate, for construction of multi-storied building/s namely **Eagleton, Hampton, Willowcrest, Barrington, Cloverdale, Fairway, Preston, Clifton, Shopping and Clubhouse** on the part of the said larger land excluding the said park reservation, named as **“One Hiranandani Park”** vide bearing V.P. No. S05/0088/15 TMC/TDD 1444/15, dated 01.07.2015 and vide bearing V. P. No. S05/0088/15 TMC/TDD 2034/17 dated 04.01.2017 the copies of the same are collectively annexed hereto and marked with **Annexure “A”**.

AND WHEREAS, pursuant to the Development Permission/Commencement Certificate bearing V.P. No. S05/0088/15 TMC/TDD 1444/15, dated 01/07/2015 granted by the said corporation, and as specified at Serial no. 27 therein, the Promoters hereto have fulfilled their obligations and have granted to the said corporation the right of way of width and length as agreed by and between the said corporation and the Promoters as per the approved / sanctioned plan (herein after referred to as the “said approach road”) to the said corporation and their visitors, agents and servants and the public in general at all times and from time to time at day time or such fix timing may be decided by the said corporation to pass and re-pass from the said approach road to enter into to Park area i.e. the said park reservation;

AND WHEREAS Sharmistha Mukerjee-Shinde the Architect of the Promoters has issued the certificate dated 29th May 2017 stating therein interlia the residential building namely _____ referred to in the Commencement Certificate issued by the Thane Municipal Corporation under permit No. V. P. No. S05/0088/15 TMC/TDD 1444/15 dated 01/07/2015 and V. P. No. S05/0088/15 TMC/TDD 2034/17 dated 04.01.2017, (hereinafter referred to as the said Building) to be constructed on the portion area admeasuring _____ sq.mtrs. (hereinafter referred to as the Project Land) out of the said property as more particularly described in the Fourthly in the First Schedule hereunder written in the location named as **‘One Hiranandani Park’** the authenticated copies of the said Certificates are collectively annexed hereto and marked with **Annexure “B”**.

AND WHEREAS the Promoters are entitled to allot and sell Apartments, garages, and covered parking spaces in the Building _____, having _____ floors, hereinafter referred to as 'the said Building' being constructed on the Project Land, as per the sanction of Development Permission/Commencement Certificate dated 01.07.2015 and 04.01.2017, issued by the Executive Engineer, Town Development Department, Municipal Corporation of the City of Thane. The authenticated copies of the plans and Commencement Certificates as aforesaid are being uploaded on the website of the Authority.

AND WHEREAS, the revenue record i.e. 7/12 Extract in respect of the said larger land stands in the name of the said Owner, the authenticated copy of the said 7/12 Extract is annexed hereto and marked as **Annexure "C"**;

AND WHEREAS the title of the said Owners has been certified by Mr. S. M. Karnik and Mr. Ajay S. Yadav, Advocates, authenticated copy of the same is annexed hereto and marked as **Annexure "D"**;

AND WHEREAS the Promoters have agreed to sell and the Allottee/s has/have agreed to purchase an Apartment No. _____ admeasuring _____ sq. mtrs. which is equivalent to _____ sq. ft. (carpet area), as per the definition under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the 'said Act') alongwith deck and enclosed balcony (if any) admeasuring _____ sq. mtrs. which is equivalent to _____ sq. ft. carpet area totaling to _____ sq. mtrs. which is equivalent to _____ sq.ft. carpet area {and _____ sq.mtrs. equivalent to _____ sq.ft. (carpet area) as per the definition under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, sale, management and transfer) Act, 1963} (hereinafter referred to as the 'said MOFA'), on the _____ floor of the said Building (hereinafter referred to as "the said Apartment"), along with the benefit to use _____ Covered/Mechanised Car Parking/s, for the consideration and on the terms and conditions hereinafter appearing;

AND WHEREAS the Promoters have registered the Project under the provisions of the Said Act and the Rules framed thereunder with the Real Estate Regulatory Authority at Mumbai no. _____ authenticated copy is attached in **Annexure "E"**;

AND WHEREAS the Promoters have appointed a Structural Engineer for the preparation of the structural design and drawings of the said building and the Promoters accept the professional supervision of the Architect and the Structural Engineer till the completion of the said building;

AND WHEREAS by virtue of the Development-cum-Sale Agreement / Power of Attorney and aforesaid documents, the Promoters alone has sole and exclusive right to sell the Apartment and other Apartment in the said Building and to enter into agreement/s with the Allottee/s and to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Allottee/s, and the Promoters have given inspection to the Allottee/s of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Promoters' Architect Ms. Sharmistha Mukerjee-Shinde and of such other documents as are specified under the Said Act and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or Advocates of the Promoter, authenticated copies of 7/12 extract showing the nature of the title of the said Owner and the Promoters to the Project Land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as **Annexure "C" and "D"** respectively.

AND WHEREAS the authenticated copies of the plan of the Apartment agreed to be purchased by the Allottee/s, annexed as **Annexure "F"**.

AND WHEREAS the Promoters has got some of approvals from the concerned planning authority of Thane Municipal Corporation to the plans, the specifications, elevations, sections and of the said Building and shall obtain the balance approvals from various authorities from time to time, so as to obtain Occupation Certificate of the said Building.

AND WHEREAS while sanctioning the said plans, concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the Project Land and the said Building and upon due observance and performance of which only the occupation certificate in respect of the said Building shall be granted by the concerned planning authority of Thane Municipal Corporation.

AND WHEREAS the Promoters has accordingly commenced the construction work of the said building in accordance with the said sanctioned / proposed plans.

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 condition appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Allottee/s has paid to the Promoters a sum of Rs. _____ (Rupees _____) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoters to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoters does hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS under Section 13 of the said Act the Promoters is required to execute a written Agreement for Sale of said Apartment to the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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

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

1. The **Promoters** shall construct the said building consisting of P+_____ floors on the portion (project land) out of the said property in accordance with the plans, designs and specifications as approved by the concerned local planning authority of the Thane Municipal Corporation from time to time.

1.a (i) The Allottee/s hereby agrees to purchase from the **Promoters** and the Promoters hereby agree to sell to the Allottee/s Apartment No. of carpet area admeasuring _____

sq. mtrs. which is equivalent to _____ sq. ft. (carpet area), as per the definition under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the ‘said Act’) alongwith deck and enclosed balcony (if any) admeasuring _____ sq. mtrs. which is equivalent to _____ sq. ft. carpet area totaling to _____ sq. mtrs. which is equivalent to _____ sq.ft. carpet area {and _____ sq.mtrs. equivalent to _____ sq.ft. (carpet area) as per the definition under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, sale, management and transfer) Act, 1963} on _____ floor in the building being known as ‘_____’ (hereinafter referred to as "the said Apartment") as shown in the Floor plan thereof hereto annexed and marked **Annexure “F”** along with the benefits to use _____ Covered/Mechanized Car Parking/s, for the consideration of Rs._____ including the proportionate price of the common areas and facilities appurtenant to the Apartment, the nature, extent and description of the common areas and facilities which are more particularly described in the **Second Schedule** hereunder written.

1(b) The Allottee/s has paid on or before execution of this agreement a sum of Rs _____/- (Rupees _____ only) as advance payment or application fee and hereby agrees to pay to the Promoters the balance amount of purchase consideration of Rs. _____/- (Rupees _____ Only) in the following manner:-

Sr.No.	DETAILS	AMOUNT (Percentage)
a)	On or before (including advance payment or application fee) _____	70%
b)	On Completion of Walls, Internal Plaster, Floorings, Doors and Windows	5%
c)	On Completion of Sanitary Fittings, Staircases, Lift Wells, Lobbies	5%
d)	On Completion of External Plumbing, External Plaster, Elevation, Terraces with Waterproofing.	5%
e)	On Completion of the lifts, Water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, pavings of the areas appertain and all other requirements as may be prescribed in the agreement.	10%
f)	On Possession after receiving Occupancy Certificate	5%
	TOTAL	100%

The aforesaid consideration amounts shall be subject to deduction of 1% TDS.

1(c) The Total Price above excludes Taxes (consisting of tax paid or payable by the **Promoters** by way of GST, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the **Promoters**) up to the date of handing over the possession of the said Apartment.

1(d) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoters undertake and agree that while raising a demand on the Allottee/s 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 Allottee/s, which shall only be applicable on subsequent payments.

1(e) At the time of handing over the possession of the said Apartment, the Promoters may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee/s by discounting such early payments @ 12% per annum for the period by which the respective installment has been preponed.

1(f) The Allottee/s shall pay all other amounts and moneys becoming due and payable as per the terms and conditions of this Agreement on their respective due dates without fail and without any delay or default as time in respect of the said payments is of the essence of the contract. The Promoters will forward to the Allottee/s intimation of the Promoters having carried out the aforesaid work to the E-mail ID and at the address given by the Allottee/s under this Agreement and the Allottee/s will be bound to pay the amount of installments as per such intimation by e-mail or by courier at the address of the Allottee/s as given in these presents. The Allottee/s, in case of delay or default, shall be liable to pay to the Promoters monthly compounded interest on amount due at 12% p.a. till the amount is paid to the Promoters.

1(g) The Allottee/s doth hereby confirm that, from the date of entering into this Agreement, it shall be the obligation of the Allottee/s to bear and pay any additional development charges for layout conditions and fulfilment thereof and the same shall be borne and paid by the Allottee/s along

with the other Allottee/s in the said Building and Promoters shall not be responsible or liable to pay the same.

1(h) The Promoters confirms that it is developing the Project Land with the use of Balance Floor Space Index (“FSI”), Additional FSI, Fungible FSI and Transferable Development Rights (“TDR”) in accordance with the plans sanctioned by the concerned planning authority of Thane Municipal Corporation.

1(i) The Allottee/s shall be liable to pay to the Promoters, Service Tax, VAT and GST and/or any other taxes, charges etc. applicable to the allotment / sale of the Said Apartment payable to the Government / Semi Government Authorities and all authorities, including Central Government, State Government, Thane Municipal Corporation, etc. The Allottee/s shall also be liable to pay along with the consideration value, additional charges as contained in Clause 1(c) hereinabove.

1(j) The amount/s paid by the Allottee/s to the Promoters shall be appropriated firstly towards taxes payable by him/her, then towards interest payable for all outstanding installments towards consideration in respect of the Said Apartment, cheque bounce charges, if any, then any administrative expenses and lastly towards consideration/outstanding dues in respect of the Said Apartment.

1(k) The Allottee/s authorizes the Promoters 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 Promoters may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoters to adjust his payments in any manner.

2.1 The Promoters hereby agree/s 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 Apartment to the Allottee/s, obtain from the concerned local authority occupation certificate in respect of the Apartment.

2.2 Time is of essence for the Promoters as well as the Allottee/s. The Promoters shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s and the common areas to the association of the Allottee/s after receiving the

occupancy certificate. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in clause 1(b) hereinabove. ("Payment Plan").

3. The Promoters hereby declare that the Floor Space Index available as on date in respect of the Project Land is _____ square meters only. The Promoters has planned to utilize Floor Space Index by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoters has/have disclosed their intention to use any proposed F.S.I. becoming available on the project land shall be utilized by the promoters in the said Project and Allottee/s has agreed to purchase the said Apartment based on the proposed construction to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the entire FSI shall belong to Promoters only.
4. If the Promoters fail to abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s, the Promoters agree, subject to what has been stated in clause (7) hereunder, to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s agrees to pay to the Promoters, interest as specified in the Rule, on all the amounts delayed payment which become due and payable by the Allottee/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoters.
5. Without prejudice to rights of Promoters to charge the interest in terms of sub clause 1(f) hereinabove on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of installments, the Promoters shall at its own option, may terminate this Agreement.

Provided that, Promoters shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the email address provided by the Allottee/s, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement and in such event the Allottee/s shall be liable to pay 25% of the total consideration for purchase of the Apartment to the Promoters as liquidated damages.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoters) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee/s to the Promoters.

6. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoters in the said Building and the Apartment are set out in **Annexure “G”** annexed hereto.
7. The Promoters shall give possession of the Apartment to the Allottee/s on or before _____ day of _____ 20____, provided the Promoters has received the full purchase price of the Said Apartment and other amounts payable by the Allottee/s to the Promoters under these presents and provided the construction of the said Building is not delayed on account of non-availability of steel, cement or other building material, water or electric supply and, no act of God, Civil Commotion, Riot, War or any notice, Order, Rule, Notification of the Government and/or any other Public Body and/or Competent Authority and/or any order of Court / Tribunal / Forum and/or any reasons and/or circumstances beyond control of the Promoters, has/have disturbed the construction schedule of the Said Building and there is no delay in issue of Occupation Certificate by the Thane Municipal Corporation and/or Planning Authority and circumstances beyond the control of the Promoters. If the Promoters for any of the aforesaid reasons beyond the control of the Promoters is/are unable to give possession of the Said Apartment by the date stipulated hereinabove, the Promoters shall be entitled to proportionate extension of time for handing over possession

of the said Apartment. It is specifically agreed by the Allottee/s that, during such proportionate extension period, Allottee/s shall not be entitled to and shall not be allowed to cancel this Agreement and/or claim any interest. If the Promoters fails or neglects to give possession of the Apartment to the Allottee/s even after the period so extended because of any of the aforesaid reasons, then the Promoters shall be liable on demand to refund to the Allottee/s the amounts already received by it in respect of the Apartment along with interest at the rate of 12% per annum. It is agreed that upon refund of the said amount with interest as aforesaid, the Allottee/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoters or in respect of the Said Apartment and/or Said Building or Project Land in any manner whatsoever and the Promoters shall be entitled to deal with and dispose of the Said Apartment to any person or party as the Promoters may desire.

8. The Allottee/s hereby agrees that in the event of any amount being levied by way of premium and other charges, betterment charges and/or development tax, security deposit, charges for the purpose of giving water connection, drainage connection and electricity connection / payable to the Thane Municipal Corporation and/or to State Government, M.S.E.D.C.L. or any private electricity provider, other taxes and/or payments of a similar nature becoming payable by the Promoters, the same shall be paid by the Allottee/s to the Promoters in proportion to the area of the Said Apartment. It is agreed that the betterment charges referred to hereinabove shall mean and include pro-rata charges which the Allottee/s may be called upon to pay by the Promoters in respect of installation of water line, water mains, sewerage line, sewerage mains, electric cable, electric substation (if any) making and maintaining of Internal Roads and access to the Project Land, drainage layout and all other facilities till the charge of the Project Land is handed over to the Society / Organization of the Allottee/s of the Apartments in the Project Land.
9. In the interest of the flat Purchasers in the complex '**One Hiranandani Park**', and for environmental safety as per statutory requirement, a centralized sewage Treatment Plant (STP) shall be operated and managed by an agency appointed by the Promoters / Proposed Society of the Allottee/s / Federation/Apex body of the Societies. The said agency will supply treated water to all the buildings in '**One Hiranandani Park**', on the Scheduled times, depending upon the availability of the said water. The usage of such treated water will be measured by water meter and the said agency will charge and claim the cost from

the organization of the flat Purchasers per month as per the consumption and accordingly the flat Purchasers will be mandatorily abide to pay those charges when claimed, also that as and when co-operative housing society shall be formed for a building or the Apex Body / Federation of all the Societies of the buildings to be constructed on the said property, such Society needs to share the operation and maintenance cost of the STP irrespective of the case whether the treated water is used or not by the Society as this is a centralized STP for all the buildings in the project **One Hiranandani Park**.

10. Notwithstanding what is contained herein to the contrary, it is expressly agreed between the Promoter and the Allottee/s that the Promoter shall be entitled to utilize and enjoy either personally or through any nominee/s all area or areas forming part of the said Larger Lands as properly as may be available from time to time including areas reserved for public utility including recreation etc. by utilizing the same as the Promoter may deem fit and the Promoter will be entitled *inter alia* to construct Recreation Centre, Health Club, Club House, Hotel and carry on such other activity or activities as the Promoter may desire on professional and/or commercial basis and the ownership of such construction and structures including right to own, manage, run and conduct such area or areas or structure or structures with right to transfer or assign benefit thereof and to recover and appropriate consideration received there from including from the day to day business thereof shall be that of the Promoter alone exclusively and the Allottee/s shall have no right thereto either in his individual capacity or through the Organisation of the Apartment Allottee/s. The Allottee/s doth hereby declare and confirm for the sake of clarity that the ownership of all such area or areas and construction by way of Recreation Centre, Health Club, Library or Club House or Hotel etc., shall belong to the Promoter alone exclusively and the Allottee/s shall have no right to the same in any manner whatsoever.
11. The Promoters reserve to itself the rights to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Larger Lands/ Layout Plot and the common right of ways at all times, by day and night, for all purposes and also to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use and development of the said property and the Layout Plot and if necessary to connect the drains, pipes, cables etc. under, over or along the land appurtenant to each and every building in the, provided that the Promoters shall use their reasonable efforts to ensure that the Allottee/s's enjoyment of the Said Apartment is not adversely affected.

12. So long as each of the Apartments / Covered Parking Spaces in the Said Building is/are not separately assessed for municipal taxes and water taxes etc., the Allottee/s shall pay to the Promoters or to the Society when formed, a proportionate share of the municipal taxes and water taxes etc. assessed on the whole Building, such proportion to be determined by the Promoters on the basis of the area of each Apartment/covered parking in the Said Building. The Allottee/s along with the other Apartment holders will not require the Promoters to contribute a proportionate share of the water charges, tanker water charges, electricity used for water, lifts and any other similar charges relating to occupation in respect of the Apartments which are not sold and disposed off by the Promoters. The Promoters will also be entitled to the refund of the Municipal Taxes on account of the vacancy of such Apartments.
13. The Allottee/s confirm/s that he/she/they/it has/have agreed that –
 - (a) All internal dimensions for carpet area are from unfinished wall surfaces. Minor variations (+/-) upto 3% in actual carpet areas may occur on account of site conditions. In the event variation is more than 3%, the consideration will stand decreased or increased as the case may be, in proportion to such variation.
 - (b) In toilets the carpet areas will be inclusive of pali walls.
 - (c) That whenever natural marble is used by the Promoters in the Apartment, there are going to be inherent imperfections which someone may view as 'defect'. These imperfections are inherent in natural marble.
14. At the time of registration of the conveyance of the structure of the Said Building, the Allottee/s shall pay to the Promoters the Allottee/s's share of stamp duty and registration charges payable, if any, by such Organisation on the conveyance or any document or Instrument of transfer in respect of the Building, to be executed in favour of such Organisation.
15. Provided it does not in any way affect or prejudice the rights of the Allottee/s in respect of the Said Apartment, the Promoters shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the Layout Plot of the said property more particularly described Thirdly in the First Schedule hereunder written.

16. The Allottee/s and the person/s to whom the Said Apartment is permitted to be transferred with the written consent of the Promoters, shall (i) observe and perform all the provisions of the Bye-laws and/or the rules and regulations of Organisation when formed and/or all the provision of the Memorandum and Articles of Association of such Organisation and the additions, alterations or amendments thereof for the observance and carrying out the building Rules and Regulations and the Bye-laws for the time being of the Thane Municipal Corporation and other local and/or Public Bodies. (ii) observe and perform all stipulations and conditions laid down by Organisation regarding the occupation and use of the Said Apartment and shall pay and contribute regularly and punctually towards rates, cesses, taxes, expenses and all other outgoings.

17. It is agreed between the Promoters and the Allottee/s that after the notice in writing is given by the Promoters to the Allottee/s that the Said Apartment is ready for use and occupation, the Allottee/s shall be liable to pay the proportionate share (i.e. in proportion to the area of the Said Apartment) as determined by the Promoters of all outgoings in respect of the Project Land and the Building, including local taxes, cesses, rates and other charges, betterment charges and all other charges levied by the local authority, Government, Water Charges, Insurance Charges, common lights, repairs, salaries of clerks, Bill Collector's Charges, Chowkidar and Sweeper Charges, maintenance charges and all other expenses necessary and incidental to the administration, Management and maintenance of the Project Land and the Said Building including those mentioned in the Fourth Schedule hereunder written and until the management of said Building is transferred to the Organisation of the Allottee/s, the Allottee/s shall pay to the Promoters the proportionate share of outgoings as may be determined by the Promoters.

18. The stamp duty and registration charges incidental to this Agreement shall be borne and paid by the Allottee/s alone. The Allottee/s shall immediately after the execution of this Agreement but not later than four months from the date of execution of these presents, lodge the same for registration with the Sub-Registrar of Assurances and inform the Promoters the number under which and the day on which the same is registered, sufficiently in advance to enable the Promoters within reasonable time thereafter to attend the office of the Sub-Registrar of Assurances and admit execution thereof at the costs and risk of the Allottee/s.

19. The Promoters shall always have a right to get the benefit of additional F.S.I., Fungible F.S.I., any additional development rights that they may be entitled to in future for construction on the Said property from Thane Municipal Corporation (“TMC”), amend Layout and also to put up additional structures / buildings as may be permitted by the Thane Municipal Corporation and other competent authorities; such structures / buildings will be the sole property of the Promoters alone and the Allottee/s shall not be entitled to raise any objection or claim any abatement in the price of the Said Apartment agreed to be acquired by him/her/them.
20. The Promoters shall in respect of any amount remaining unpaid by the Allottee/s under the terms and conditions of this agreement shall have a first lien and charge on the Said Apartment agreed to be purchased by the Allottee/s.
21. The Allottee/s hereby covenant/s to keep the Said Apartment, walls and partition walls, sewers, drains, pipes and appurtenances thereto in good, tenantable and repairable condition and in particular so as to support, shelter and protect the parts of the building other than the Said Apartment. The Allottee/s further covenants not to chisel or in any other manner damage the columns, beams, slabs or R.C.C. partition or walls or other structural members without the prior written permission of the Promoters. In the event of a breach of any of these conditions, the Allottee/s, apart from being liable to make good at his/her/its own costs, the damage caused because of breach/s, shall also be responsible for the consequences thereof.
22. It is expressly agreed that the Promoters shall be at liberty to make such minor changes or alterations as may be necessary due to aesthetic, architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer.
23. The Allottee/s shall not decorate the exterior of the Said Apartment otherwise than in a manner agreed to with the Promoters.
24. In the event of organisation of all the Allottee/s being formed and registered before the sale and disposal by the Promoters of all the Apartments/covered parking spaces, the powers and the authorities of such Organisation shall be subject to the overall authority and control

of the Promoters in respect of all the matters concerning the Said Building and in particular the Promoters shall have absolute authority and control as regards the unsold Apartment/covered parking spaces and disposal thereof; PROVIDED AND ALWAYS the Allottee/s hereby agree/s and confirm/s that in the event of such organisation being formed earlier than the Promoters dealing with or disposing off all the Apartments in the Said Building then and in that event any Allottee/s of Apartments/covered parking spaces from the Promoters shall be admitted to such Organisation on being called upon by the Promoters without payment of any premium or any additional charges save and except Rs.500/- (for individual) and Rs. 1000/- (for company) for the share money and Rs.100/- as entrance fee and such Allottee/s, or transferee thereof shall not be discriminated or treated prejudicially by such Organisation.

25. Any delay or indulgence by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee/s shall not be construed 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 Allottee/s nor shall the same in any manner prejudice the rights of Promoters.
26. The Allottee/s is fully aware of the provisions of the amended Bombay Stamp Act. If any stamp duty over and above the stamp duty already paid on this Agreement is required to be paid or is claimed by the Superintendent of Stamps or Joint District Registrar or Concerned Authority, the same shall be borne and paid by the Allottee/s alone including the penalty, if any. The Promoters shall not be liable to contribute anything towards the said stamp duty. The Allottee/s shall indemnify the Promoters against any claim from the Stamp Authorities or other Concerned Authority in respect of the said stamp duty to the extent of the loss or damage that may be suffered by the Promoters. The Allottee/s shall also fully reimburse the expenses that may be required to be incurred by the Promoters in consequence of any legal proceedings that may be instituted by the authorities concerned against the Promoters for non-payment and/or under payment of stamp duty by the Allottee/s.
- 27.1. **Procedure for taking possession** – The Promoters, upon obtaining the occupation certificate from the competent authority and after the Allottee/s makes all payments to the Promoters as per this Agreement, shall offer in writing the possession of the Apartment, to the Allottee/s in terms of this Agreement to be taken within 1 (one) month from the date of

issue of such notice and the Promoters shall give possession of the Apartment to the Allottee/s, provided the Allottee/s has not committed breach of any of the terms and conditions of this Agreement. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoters or association of Allottee/s, as the case may be.

- 27.2. The Allottee/s shall take possession of the Apartment within 15 days of the Promoters giving written notice to the Allottee/s intimating that the said Apartment is ready for use and occupation.
- 27.3. **Failure of Allottee/s to take Possession of Apartment:** Upon receiving a written intimation from the Promoters, as per clause 27.1, the Allottee/s shall take possession of the Apartment from the Promoters by executing necessary indemnities, undertakings as prescribed in this Agreement and also uploaded on the website, and the Promoters shall give possession of the Apartment to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in clause 27.1, the Allottee/s shall continue to be liable to pay maintenance charges, electricity charges, municipal taxes and any other taxes levied by any competent authorities, as applicable.
- 27.4. If within a period of five years from the date of handing over the Apartment to the Allottee/s, the Allottee/s brings to the notice of the Promoters any structural defect in the Apartment or the building in which the Apartment is/are situated then, subject to clause 36 hereunder and provided the Allottee/s is not guilty or responsible for such defect, wherever possible such defects shall be rectified by the Promoters at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to compensation for such defect in the manner as provided under the Act after following the due process of law. However, it is specifically agreed by and between the Promoters and the Allottee/s that, if the Allottee/s does any alterations and/or cause damage to the waterproofing in the Apartment, the Promoters shall not be liable for any defect liability.
- 27.5 The Promoters is/are providing Air conditioners, Modular kitchen, refrigerator, washing machine, chimney, Hob, water purifier and water heater or any other item/s at its sole discretion. The Allottee/s shall maintain the same at his own cost. The Promoters shall not be liable for any break downs or defects in the items as hereinabove mentioned in any manner. The Promoters will hand over the warranty cards (if any provided by the

manufacturer for a period mentioned therein) for the items provided as hereinabove mentioned in the Apartment. In case of any problem, the Allottee/s shall directly pursue the concerned manufacturer/agency for getting the same repaired/replaced.

28. The Allottee/s shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He/she/they shall use the parking space only for purpose of keeping or parking his own vehicle.
29. The Allottee/s along with other Allottee/s of Apartments in the Building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoters 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 the registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and provide to the Promoters, so as to enable the Promoters to register the common organisation of Allottee/s. No objection shall be taken by the Allottee/s 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.
- 30.1 The Promoters shall, within three months of issuance of Occupation Certificate of the said Building, and the Promoters receiving full and final payment from the Allottee/s due and pending of Fifty One percent of the total apartments in the said Building to the Promoters, cause to be transferred to the Society all the right, title and the interest of the Promoters in the said structure of the Building or wing in which the said Apartment is situated (excluding basements and podiums), subject to the Promoters rights to dispose of the remaining Apartments, if any.
- 30.2 The Promoters shall, within three months of receiving Occupation Certificate for the last building in the said Layout and registration of the Federation/apex body of all the Societies, as aforesaid, and/or after the Land covered by the layout of the said property is fully developed, whichever is later, cause to be transferred to the Federation/Apex body all the

right, title and the interest of the Original Owner / Promoters in the Layout Plot on a portion of which the said Building is constructed.

- 30.3 Within 15 days after notice in writing is given by the Promoters to the Allottee/s that the Apartment is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the Project Land and Building 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. Until Society is formed and the said structure of the Building is transferred to it, the Allottee/s shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee/s's share is so determined the Allottee/s shall pay to the Promoters provisional monthly contribution of Rs. _____ per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoters shall not carry any interest and remain with the Promoters till the Association / society of Allottee/s is formed.
- 30.4 The management and maintenance of common amenities and facilities mentioned in Second Schedule herein will be handed over to the Apex Body or Federation of all societies or any other agency; upon completion or at any appropriate stage thereafter as per the discretion of the Promoters.
31. The Allottee/s agrees and undertakes to abide by his/her/their/its obligations as under:
- (a) To make necessary payments in the manner and within the time as specified in this Agreement and shall pay at proper time and place, stamp duty, the share of the registration charges, municipal taxes, water and electricity charges, maintenance charges, ground rent, taxes and all other charges, payments.
 - (b) To pay the ad-hoc pro-rata maintenance charges towards the out-goings of the Project Land and said Building.

(c) To pay interest i.e. monthly compounded interest on amount due at 12% p.a., till the amount is paid to the Promoters for delay in payment of any of the installments and any other charges or deposits agreed to be paid under this Agreement, without prejudice to the rights of the Promoters of termination of the Agreement as per the terms of this Agreement.

(d) To sign the requisite applications and other documents / information for registration of the Society.

(e) To take possession of the said Apartment within a period of one month from the date of intimation by the Promoters of Occupation Certificate having been received.

32. The Allottee/s shall on or before delivery of possession of the said Apartment keep deposited with the Promoters, the following amounts:-

- (i) Rs. 500/- (for Individual), Rs. 1000/- (for Company) towards share money, Rs. 100/- application entrance fee of the Society or Limited Company / Federation / Apex body.
- (ii) Rs. _____/- for formation and registration of the Society and incidental charges.
- (iii) Rs. _____/- for proportionate share of taxes and other charges / levies in respect of the Federation / Apex body.
- (iv) Rs. _____/- towards adhoc / provisional contribution towards outgoings of Society.
- (v) Rs. _____/- towards deposit and charges for electrical receiving and Sub Station provided in the Layout Plot.
- (vi) Rs. _____/- towards non-refundable Club House cost.
- (vii) Rs. _____/- towards Development Charges
- (viii) Rs. _____/- towards Legal & Documentation charges
- (ix) Rs. _____/- provisional amount towards the deposit/ premium/charges/expenses for procuring and using electric, water, drainage, sewerage connections etc., will be extra and payable at the time of possession.

The amount towards provisional outgoings, as contained in sub clause (iv) hereinabove will be transferred by the Promoter to the Society as and when management of the said Building is transferred to such Society, after deducting therefrom of arrears of taxes and expenses, as contained in Fourth Schedule hereunder. It is agreed that the Promoter is not liable to pay any interest on the aforesaid amounts towards provisional outgoings.

The aforesaid amounts mentioned in sub-clause (i), (ii), (iii), (v), (vi), (vii), (viii) & (ix) shall be utilised by the Promoters to meet the expenses as mentioned therein and no interest will be payable on aforesaid amounts.

The non-refundable club house cost quoted as aforesaid are/shall be over and above the maintenance and usage charges for the club i.e. there will be separate charges for usage as well as maintenance and management of the club house.

The **Promoters** and its nominees and assignees shall construct and provide the club facilities to the flat/premises of the purchaser/s in the buildings situate at **One Hiranandani Park** Complex, by entitling to the Allottee/s on making payment of Non Refundable Club Cost, membership fees, service charges etc. to utilize and enjoy the club benefits and services, as per the rules and regulations be laid down by the **Promoters** time to time determine by the **Promoters** and/or their assigns to that effect, apart from the price consideration to be paid by the Purchaser/s to the **Promoters** in respect of the said premises upon the execution of these presents. Recreational facilities incase provided to individual building/s with separate access for the common use of all the residents of the complex. The Allottee/s shall not take objection for the common usage of such facilities i.e. any premises purchasers can use any of such facilities provided in any building of the complex. The Allottee/s and/or any other purchasers of the premises holder/s in the complex shall not raise objection for using facilities provided in his/her building by the premises purchasers of other building and vice versa. Also the societies of every individual building/s shall well informed in advance about the same and the residence and members of such societies also shall not raise objection thereto. This is mandatory provision execution of this presence. The **Promoters** shall have absolute authority and sole discretion upon completing the project of '**One Hiranandani Park**' or at any stage of construction, the operation and management of the clubhouse of 'One Hiranandani Park' will be handed over to an independent agency or the federation and the cost of operations and management of the said Club House will be borne by all the flat purchasers of '**One Hiranandani Park**'.

(viii) The Allottee/s shall, on or before taking possession of the said Apartment, pay Rs. _____/- to the Promoters to meet the future maintenance of Internal Layout Roads, Recreation Areas, Street Lighting etc. and for the purpose of maintenance and upkeep of recreation areas and other facilities which the Promoters provide specifically for the Allottee/s of Apartment in the Project Land and earmark the same for the purpose of use thereof by the Allottee/s of Apartment in the buildings in the said property. It is clarified that the said amount of Rs. _____/- is not by way of consideration for acquiring the Said Apartment by the Allottee/s of Apartments but for the purpose of lumpsum payment of future maintenance in respect of the aforesaid area. It is further agreed that the Promoters will have right, and good power to invest the said amount or amounts for the betterment of the common infrastructure by the Promoters and the Allottee/s shall have no right to the said amount and the Allottee/s shall not claim either refund thereof or hold the Promoters liable in that behalf in any manner whatsoever. It is agreed that the Promoters shall be entitled to utilize the said amount for the purpose of the aforesaid arrangement in respect of the maintenance of internal layout roads, recreation areas and repairs thereof, street lighting etc. It is also repeated and confirmed that the Promoters will make arrangement for the aforesaid maintenance work and make diligent efforts in that behalf. However, the Promoters shall not be liable for any act of commission or omission or failure in future maintenance or repairs of internal layout roads, street lighting and other areas by reason of the fact that the aforesaid amount is paid by the Allottee/s to the Promoters and the Promoters will endeavour in reasonable manner to provide for the same. It is agreed that the Promoters will be entitled to provide for a body or association as the Promoters may deem fit so as to maintain the said internal layout roads, street lighting etc. through the medium or instrument of such body or association as the case may be. The Promoters shall be entitled to transfer the said amount or balance thereof to such body or association as the case may be and whereupon the Promoters shall be absolved of all their liabilities in respect of the said amount and application and utilization thereof. The Allottee/s declare/s and confirm/s that the payment of the said sum as stated hereinabove is over and above the purchase price and also the various deposits and charges agreed to be paid by the Allottee/s and the same shall not be set off or adjusted against any other amount or amounts in any manner whatsoever.

33. The Allottee/s shall pay to the Promoters a sum of Rs. _____ for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates

of the Promoters in connection with formation of Apex Body or Federation of all the Societies and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

34. At the time of registration of conveyance of the structure of the Building, the Allottee/s shall pay to the Promoters, the Allottee/s' share of stamp duty and registration charges payable, by the said Society on such conveyance or any document or instrument of transfer in respect of the structure of the said Building. At the time of registration of Lease/Conveyance of the Layout Plot in favour of the Apex Body or Federation of Societies, the Allottee/s shall pay to the Promoters, the Allottee/s' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such lease/conveyance or any document or instrument of transfer in respect of the Layout Plot to be executed in favour of the Apex Body or Federation.

35. **REPRESENTATION AND WARRANTIES OF THE PROMOTERS**

The Promoters hereby represents and warrants to the Allottee/s 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 have/has the requisite rights to carry out development upon the Project Land and also have/has actual, physical and legal possession of the Project Land for the implementation of the said Project;
- (ii) The Promoters have/has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- (iii) There are no encumbrances upon the Project Land or the Project except a mortgage created as disclosed in the Title Report and in the Declaration in Form "B" uploaded on the website of RERA Authority. The Promoter confirms that such mortgage created by the Promoter in respect of the Project land or the Project will not affect the right of the Allottee/s in respect of the said Apartment under this Agreement;

- (iv) There are no known litigations pending before any Court of law with respect to the Project Land or Project except those disclosed in the title report;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and said Building 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 shall be obtained by following due process of law and the Promoters has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, Building and common areas;
- (vi) The Promoters have/has the right to enter into this Agreement and have/has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- (vii) The Promoters have/has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the Project Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;
- (viii) The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;
- (ix) The Promoters have/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 till the formation of the Society.
- (x) Within the knowledge of the Promoters, 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 said Project Land and/or the Project except those disclosed in the title certificate.

36. The Allottee/s or himself/themselves with intention to bring all persons into whose hands the Apartment may come, hereby covenants with the Promoters as follows –

- (i) To maintain the Apartment at the Allottee/s own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the Building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- (ii) Not to do or suffered to be done anything to the Building entrance canopy, which may be against the rules, regulations or bye-laws of concerned local or any other authority.
- (iii) Not to encroach upon external and/or internal ducts/void areas attached to the Apartment by constructing permanent and/or temporary work by closing and/or using it, the said duct area is strictly provided for maintenance of service utilities such as plumbing pipes, cables etc. (For breach of any of the terms mentioned hereinabove, the Allottee/s shall be solely responsible for all the consequences arising because of the same.)
- (iv) Not to affix or put any dish antenna outside the Apartment or change the position of A.C. condenser units installed in the Apartment or any of their accessories, which has the possibility to spoil the exterior elevation of the Apartment and the Building. The Allottee/s can put additional A.C. condenser unit/s only after taking written permission of the Promoters.
- (v) Not to change the position of washing machine provided in the Said Apartment or any accessories in respect thereof in any manner. The Allottee/s shall be liable to

make good any damage caused as a result of the Allottee/s not complying with the said condition.

- (vi) Not to affix or put any grills outside the windows of the Said Apartment as well as not to change material, color, holes, windows, chajjas, railings, etc., which has the possibility of spoiling the exterior elevation of the Apartment and/or Building.
- (vii) Not to chisel or break or cause any damage to the columns, beams, walls, slabs or R.C.C. pardis or other structural members in the said Building or on the pardis/parapets/railing provided in the said Building. Further, the Allottee/s is not entitled to make any kind of holes/ core cuts etc. in R.C.C., in R.C.C. slabs or any structural members. The Promoters have informed the Allottee/s that all the R.C.C. members, flooring, walls etc. form the structural members of the entire Building and/or modification thereto and/or any changes therein either structural or elevational, require strict technical inputs, since any damage to them would result in damage to the entire structure of the Building, which may lead to serious implications not only to the Said Apartment but to the entire Building. The Promoters have also informed to the Allottee/s that any such act on the part of the Allottee/s, is also criminally liable/ punishable under the relevant provisions of law.
- (viii) Not to put or keep plant pots, signboards and / or any object outside the windows of the Said Apartment.
- (ix) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the Building in which the Apartment is situated, including entrances of the Building in which the Apartment is situated and in case any damage is caused to the Building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

- (x) To carry out at his/her/their own all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoters to the Allottee/s and shall not do or suffer to be done anything in or to the Building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (xi) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the Building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoters and/or the Society, as the case may be.
- (xii) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the Building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (xiii) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said land and the Building in which the Apartment is situated.
- (xiv) Not to use any location of all designated refuge areas in the said building for storage of goods or placement of ODU's and/or any such personal usage at all.
- (xv) To pay to the Promoters within thirty days of receipt of demand notice issued by the Promoters his/her/their share of additional security deposit/charges/premium, if

any, that may be demanded by the concerned local authority or Government for giving water, drainage, electricity or any other service connection to the Building in which the Said Apartment is situated.

- (xvi) To bear and pay increase in local taxes, Water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee/s to any purposes other than for purpose for which it is sold.
- (xvii) The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee/s to the Promoters under this Agreement are fully paid up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has intimated in writing to the Promoters.
- (xviii) The Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company / Apex Body / Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- (xix) Till a conveyance of the structure of the Building in which Apartment is situated is executed in favour of society, the Allottee/s shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Building or any part thereof to view and examine the state and condition thereof.

- (xx) Till conveyance/Assignment of Lease of the said property is executed in favour of the Apex Body/Federation in which the said Apartment is situated, the Promoters shall be entitled to and the Allottee/s shall not object to the Promoters and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Layout Plot or any part thereof, including the Project Land, to view and examine the state and condition thereof.
- (xxi) Until the said property is fully developed not to obstruct or prevent the Promoters in any manner whatsoever from carrying out further construction of buildings or structures, in such manner as the Promoters may deem fit and proper, as per the sanctioned plans.
- (xxii) The Allottee/s agree and undertake not raise any nature of objection and record his/her/their consent for giving access to the third party plot/s going through the plot/building compound, to such owners/possession holders of the third party plots within the said property.
- (xxiii) The Allottee/s shall not object to the plan and its implementation for the provision of Shopping Premises as building or part/adjacent to the said building and to the Purchase of the same by diverse Shop Purchasers. The Allottee/s shall not object for any authorize business in the Shop Premises by the Premises Purchasers/Owners/Licensees whatever the case may be and the clients, visitors and customers shall have free entry to ingress and egress thereto.

The Allottee/s agrees to sign on undertaking confirming interalia above along with other indemnities and letters before claiming/taking possession of the said Apartment being annexed hereto as “**Annexure “H”**”,

- 37. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee/s on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, and shall utilize the same only for the purposes for which they have been received.
- 38. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and said Building or

any part thereof or the Project Land. The Allottee/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said structure of the Building is transferred to the Society/Limited Company or other body and until the said Layout Plot is transferred to the Apex Body / Federation as hereinbefore mentioned.

39. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoters executes this Agreement it shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such Apartment.

40. BINDING EFFECT

Forwarding this Agreement to the Allottee/s by the Promoters do not create a binding obligation on the part of the Promoters or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 48 Hours of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Allottee/s fails to execute and deliver to the Promoters this Agreement within 48 hours from the receipt of intimation received by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15(fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever after deducting therefrom 25% of the consideration amount as compensation/damages.

41. 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 Apartment/Building, as the case may be.

42. **RIGHTS TO AMEND**

This Agreement may only be amended through written consent to the Parties.

43. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S / SUBSEQUENT ALLOTTEE/S**

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 Layout/Project Land / Building shall equally be applicable to and enforceable against any subsequent Allottee/s of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

44. **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.

45. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project/Building.

46. **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.

47. **PLACE OF EXECUTION**

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

48. The Allottee/s and/or Promoters 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 Promoters or its authorised signatory will attend such office and admit execution thereof.

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

Allottee/s Address: _____

Notified Email ID : _____

Promoters Regd. Address: 514, Dalamal Towers,
Nariman Point, Mumbai 400 021.

Promoters Branch Office Address: Olympia Bldg, Hiranandani Business Park,
Powai, Mumbai 76

Notified Email ID: shah.purvi@hiranandani.net,
malde.jyoti@hiranandani.net

It shall be the duty of the Allottee/s and the Promoters 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 Promoters or the Allottee/s, as the case may be.

50. **JOINT ALLOTTEE/S**

That in case there are Joint Allottee/s all communications shall be sent by the Promoters to the Allottee/s 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 Allottee/s.

51. **STAMP DUTY AND REGISTRATION**

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/s alone.

52. **DISPUTE RESOLUTION**

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

53. **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, Maharashtra will have the jurisdiction for this Agreement.

54. It is expressly agreed that the Promoters shall be entitled, without affecting the rights of the Allottee/s to the said Apartment, including the area thereof, to revise amend, modify, resubmit and/or change the approved building plan and layout plan, amalgamation or subdivision in layout plan in respect of the Said Property, pursuant to directions by the competent authorities and in accordance with applicable law.

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

FIRST SCHEDULE ABOVE REFERRED TO

Firstly:- (The said ‘Larger land’)

All those pieces and parcels of land or ground together with factory building and structures standing thereon and situate, lying and being at village – Kolshet, Taluka and District – Thane, in the Registration District and Sub-District of Thane, bearing Survey/Hissa Nos. 99/1,100, 113,114/3 and 114/8, corresponding New Survey/Hissa No. 99/B, corresponding Survey /Hissa No. 99/2 after computerization of revenue records total admeasuring 1,05,550 Sq.mtrs out of which an area admeasuring 85960.33 Square Meters.

Secondly: - (The said ‘Park Reservation’)

All those pieces and parcels of land situate, lying and being at village – Kolshet, Taluka and District – Thane, in the Registration District and Sub-District of Thane, as per Development Plan declared for City of the Thane Municipal Corporation, an area admeasuring about 25711.70 sq.mtrs. reserved for PARK RESERVATION out of the area of the said larger land;

Thirdly :- (The ‘said Property’)

All those pieces and parcels of land or ground together with factory building and structures standing thereon and situate, lying and being at village – Kolshet, Taluka and District – Thane, in the Registration District and Sub-District of Thane, bearing Survey/Hissa Nos. 99/1,100, 113,114/3 and 114/8, corresponding New Survey/Hissa No. 99/B, corresponding Survey /Hissa No. 99/2 an area admeasuring 60248.63 sq.mtrs.

Fourthly :- (Description of the Project Land)

That the building being known as ‘ _____ ’ being constructed on an area admeasuring _____ sq.mtrs. out of the land of the said property.

SECOND SCHEDULE ABOVE REFFERED TO

The nature, extent and description of common areas and facilities of immediate area abutting the main entrance door after the landing of the floor of the Said Apartment hereby agreed to be sold in proportion with other Apartments on the same floor.

Pro-rata right alongwith the Allottee/s of Apartment in the said property in limited common areas and facilities as follows (this does not apply in the case of premises other than Apartment): (i) Staircase (ii) Main Entrance Hall (iii) Lifts and Lifts Lobbies on each level (iv) Servants Toilets (wherever applicable).

THIRD SCHEDULE ABOVE REFERRED TO

(Description of the said Apartment)

Apartment No. _____ on _____ floors, admeasuring _____ sq. mtrs. carpet area equivalent to _____ sq. ft. as shown in typical floor plan annexed hereto and the proportionate common areas and facilities, alongwith _____ covered/open car parking in the Building being known as "_____" at **"One Hiranandani Park"** Ghodbunder Road, Thane, being constructed on the piece, parcel Survey/Hissa Nos. 99/1,100, 113,114/3 and 114/8, corresponding New Survey/Hissa No. 99/B, corresponding Survey /Hissa No. 99/2 lying, being, situate at Revenue Village – Kolshet, Taluka and District – Thane and Registration District and Sub-District Thane, within the limit of Thane Municipal Corporation.

FOURTH SCHEDULE ABOVE REFERRED TO

1. The expenses of maintaining, repairing, redecorating, etc. of the main structure and in particular the terrace, club, garden and main water pipes, lift and electric wires in, under or upon the building and enjoyed or used by the Apartment holder/s in common with the other occupiers of flats and the main entrance passages, landings, lifts and staircases of the building or enjoyed by the flat holders used by him/her/them in common as aforesaid and the boundary walls of the building, compound, terraces etc.
2. The cost of cleaning and lighting the passages, water pump, landing, staircases, lift, common lights and other parts of the building used by the flat holder/s in common as aforesaid.
3. The cost of the salaries of clerks, bill collectors, liftmen, chowkidars, pump-man, sweepers etc.
4. The cost of working and maintenance of common light, water pump, lift and other service charges.

- 5. Municipal and other taxes such as water charges bills, electricity charges bills, cesses, levy and revenue, N.A. taxes etc.
- 6. Insurance of the Building.
- 7. All the expenses relating to Sewerage Treatment Plant (STP) including for maintenance, treating water, electricity etc.
- 8. Such other expenses as are necessary or incidental for the maintenance and upkeep of the building.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee/s: (including joint buyers)

(1)_____

(2)_____

At_____on_____

in the presence of WITNESSES:

1. Name _____

Signature _____

2. Name _____

Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoters:

(1)_____

(Authorized Signatory)

in the presence of WITNESSES:

1. Name _____

Signature _____

2. Name _____

Signature _____

ANNEXURE –A

(Authenticated Copies of the Development Permission and Commencement Certificate/s issued by the Thane Municipal Corporation)

ANNEXURE –B

(Copy of the Architect Certificate dated 29th May 2017)

ANNEXURE –C

(Authenticated Copy of the 7/12 Extract showing nature of the title of the Promoters to the Project Land)

ANNEXURE - D

(Copy of the Title Certificate dated 30th May 2017)

ANNEXURE –E

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

ANNEXURE –F

(Authenticated Copy of the Plan of the Apartment agreed to be purchased by the Allottee/s)

ANNEXURE-G

(General Specification and amenities for the Apartment and the Building)
(Other than servant rooms/servant toilets)

1. R.C.C. Frame Structure.
2. Marble in Living room, bedroom and passage (Marble Rs.200/- per sq.ft.)
3. Tile Flooring and Dado in toilets (Tiles Rs.60/- per sq.ft.)

4. W.C.(Toto or equivalent brands) and flush tank (Grohe or equivalent brands) with fittings and Shower (Grohe or equivalent brands) with fittings.
5. One door bell.
6. Lifts (M/s. City Elevators or equivalent brands)
7. Wash basin (Toto or equivalent brands) with basin mixer (Grohe or equivalent brands) and fittings
8. Kitchen platform with sink, tile dado and fittings.
9. Main door with mortise lock - polished / painted from inside & outside.
10. Building exterior and interior with quality paints.
11. Entrance hall suitably decorated.
12. Modular type electrical switches / sockets (Rs. 10,000/- per apartment)
13. Air Conditioner Split Units in Living and Bedrooms (Rs.15000/- per unit)
14. Modular Kitchen cabinets along with refrigerator, washing machine, chimney, Hob, water purifier and water heater.

ANNEXURE-H

(Copy of the undertaking signed by the Allottee/s.)

UNDERTAKING

I/We/M/s. _____ of Mumbai
Indian Inhabitant residing at _____ do hereby
affirm and state as under:-

- 1) I/We say that by an Agreement for Sale dated _____ and entered into between M/s. Roma Builders Pvt. Ltd. of the ONE part (hereinafter referred to as “the said Builders”) and myself/ourselves of the OTHER PART. I/We have agreed to purchase a flat/premises bearing No. _____ in the _____ Wing (hereinafter referred to as the said premises) of the building known as _____ (hereinafter referred to as the said building) situated at One Hiranandani Park, Ghodbunder Road, Thane (W) - 400 607.
- 2) I/We are giving this undertaking not only for myself but also for my family members, visitors etc. If any. It is understood that reference to myself shall whenever the context so admits include such other persons as stated hereinabove.
- 3) As agreed to in the aforesaid agreement, I do hereby covenant and undertake with the said Builders as follows:-
 - a) I/We shall not make any addition or any alteration in the architectural elevation of the said building and shall not change the outside colour scheme or coating of the said building.

- b) I/We shall not make any change in any of the external windows or doors of the premises in the building by way of shifting, altering, changing the colour or any other way whatsoever.
- c) I/We am fully aware that I/we are not permitted to install any grills outside the windows and hence undertake not to install or affix any grills on the outside the windows / window sills. Any such grills affixed by me, shall be fitted on the internal marble sill only on the inside of the windows.
- d) I/We shall not keep shoe racks in the lift lobby, plants in pots or any other objects on the outside the windows or on the parapets or chajjas, lift lobby or any other common areas and shall not do anything which may cause discoloration or disfiguration or any damage to the said building.
- e) I/We shall not affix any collapsible shutters on the outside of 'French windows', in case of flat with canopy balcony. Any such collapsible shutter shall be fixed only on the inner side of 'French Windows'.
- f) I/We shall not cover any chajjas/terraces/balconies or construct any structure or poles or pergolas or trellies on the chajjas/terraces/balconies.
- g) I/We not chisel or break or cause any damage to the columns, beams, walls, slabs or R.C.C. Pardis or other structural members in the said building or on the pardis/parapets/railings provided in the said building.
- h) I/We shall not enclose any space adjoining to the Main door forming part of the lift lobby/common areas, garage or parking space in my/our possession in any manner whatsoever.
- i) I/We shall not affix the following as these alterations affect architectural elevation of the said building and cause discoloration on the external elevation.
- Window in bedroom duct opening, kitchen balcony & kitchen duct.
 - Marble sills and jambs in kitchen balcony and kitchen duct opening.
- j) I/We am/are also aware that in the plumbing duct, the pipes are to be always kept exposed as these pipes may need periodical/future plumbing maintenance.
- k) I/We shall not carry out any external alteration in the said premises by way of breaking any walls or beams or chajjas so as to alter the external appearance of the premises, nor shall I/We affix or cause any slabs on voids provided in the said building.
- l) I/We shall not fix external unit of split A.C. on the outside in elevation. Any such external unit of split A.C. shall be located only inside the duct/space specifically provided (by Builder) for split A.C.
- m) I/We are aware that no individual DTH/dish antennae will be allowed on the terrace or on the exterior wall/window of the building. I/we are aware that the connection has to be taken from the Common DTH/dish antennae Only which is available in the building.
- n) I/We confirm of having agreed and undertaken to follow and abide by the rules and regulations that have been made as also those which may be made hereafter from time to time by the said builders and/or person/s body in charge of maintaining and/or providing common facilities in the complex. I shall maintain proper code of conduct and discipline in the complex and give every possible co-operation to the said builders and/or any other person or body that may have been appointed by the said Builders in that behalf, in maintaining cleanliness and good atmosphere in complex for the better enjoyment of the common facilities by all the persons concerned.
- o) I/We are aware that all electricity bills from date of furniture possession / OC whichever is earlier are payable by me and i will not hold you responsible for any consequences arising of non-payment thereof.

p) I/We are aware that we will be required to contribute towards the usage of the water treated by a centralized sewage Treatment Plant and also its operation and maintenance. Such charges will be payable to the Promoters or Society / Organization of the Societies when formed.

q) I/We are aware that we will be required to contribute towards the usage, maintenance and management of the Club House. Such charges will be payable to the Promoters or Society/Organization of the Societies when formed.

4) I/We do hereby confirm and covenant with the said builders that I/We shall always carry out the terms and conditions of this undertaking given by me/us and the same shall be binding upon me/us even after the registration of a Co-operative Society of a premises purchasers of the building when formed and this undertaking shall also be binding upon my/our heirs and successors-in-title and the same shall be agreement for sale dated _____. I/We agree and confirm that in the event of breach of any of the terms of these presents, the said builders shall also be entitled interalia to withdraw common facilities provided by them in the complex and I expressly authorise them to do so.

5) I/We hereby declare, confirm and covenant with the Builders that in the event of my transferring the said premises and/or my/our right, title and interest in respect thereof in favour of any outside person to the extent and as permitted in the said agreement for sale dated _____, I/We shall obtain an Undertaking to the similar effect from any such purchasers and in the event of my failing to do so, the said builders or the Co-operative Society shall be entitled to refuse to transfer the said premises in favour of such prospective purchaser.

6) I/We hereby further declare and confirm that in the event of me or my heirs and successors-in-title committing any breach or default in any of the provisions of these presents, I and/or my heirs and successors-in-title shall be liable for damages for the loss and damage which may be caused to the said building and/or to the said builders and further the builders and the Co-operative Housing Society as and when formed shall also be entitled to terminate the aforesaid agreement for sale and to recover all damages, costs, from me and / or my heirs and successors-in-title.

7) I/We hereby undertake that I/We shall bear the entire cost of repairs or rectifications required due to alterations / changes carried out by us in our premises in case of damages caused to RCC / STRUCTURE/ WATERPROOFING/ PLUMBING/ CIVIL/ ELECTRICAL/ INSTALLATION or if the work is not done in a proper manner, even after taking possession. I/We shall bear the entire cost of repairs required in case of any damages to common premises and flats belonging to other members due to the alterations/changes or interior works carried out by us in our flat/premises.

8) I/We are aware and I/we undertake to pay the Maintenance from the date that the building receives the Occupation Certificate or the date of Furniture Possession whichever is earlier. I/We are aware that we are liable to all maintenance and/or property tax becoming payable by me/us in respect of the said Premises, and undertake to pay the same when called upon by the Roma Builders Pvt. Ltd. irrespective of receipt of the Occupation Certificate.

9) I/We also undertake, that if I/We wish to give the flat on Lease/Rent, it is our responsibility to inform you and also to obtain the necessary POLICE VERIFICATION of the tenants and submit the copy of the same duly acknowledged and confirmed by the concerned Police Station bearing the necessary stamp to the Maintenance office/ In charge of the building. We are also aware that this is a mandatory requirement from the Police department.

10) I/We are aware whenever natural Indian/Imported marble is used by Roma Builders Pvt. Ltd., there are going to be imperfections (cracked texture/ shade variations/ design variations) which someone may view as ' defect' but which are a natural occurrence in the type of the marble. These imperfections are inherent in natural marble and have to be viewed as their natural beauty, as perfect flooring of factory made products like ceramic tiles, mosaic tiles of agglomerated marble etc. does not give the same warmth of feeling. Italian Marble when sourced at the mines occurs in a cracked texture, which is sliced mechanically. The cracks are filled with resin fillers at the sources itself. These marble slabs are then backed with PVC mesh to avoid further development of cracks during long distance travel and handing. Though utmost care is taken, sometimes, these cracks open during cutting and fixing. Such cracks are filled again with the best imported resins as used internationally. The difference in shade/design depends on the natural occurrence in different types of marble. Even though, we have very huge requirements, we try to accommodate one lot in one confined area/room yet, the same may not match with other area/room.

11) I/We are aware that as per instructions from TMC kitchen/household garbage has to be segregated in dry and wet and should be given to the sweepers. I/We are aware that TMC will not pick the garbage, if it is not segregated.

12) I/We hereby confirm that the representatives of the Hiranandani Group of Companies are allowed to access the said Premises without our prior consent, to view and examine the state and conditions in the flat and to check if any unauthorised changes have been done thereof when the flat is unoccupied by us and when the interior works are in progress by our persons. Once occupied by ourselves/our tenants/ or any other persons, we will allow access as per our mutually decided time.

Date :
=====

Dear Premises Owner / Occupant,

For your safety and good performance of your building, we wish you to read and confirm that you have accepted the following before taking possession of the premises.

1] Plumbing Ducts:

Please note that we do not give any permission for closure of ducts. There is no objection from us for use of the ducts for e.g. for drying clothes, locating condenser units of split AC’s, storing household items like mops, buckets etc. However we are categorical on the point that no one can make changes which cause disruption of the rain water flow or closure of the building pipes preventing maintenance.

The whole purpose of the service slab is to ensure ease of maintenance of the plumbing pipes particularly in high rise buildings. Doing some painting work or tiling work within can be accepted subject to the following of guidelines and without disturbing the external elevation.

However if someone is going to close the outlet for the rain water which comes through the external grill or is going to block the building plumbing pipes to make the pipes inaccessible and maintenance impossible, the question of such approvals does not arise and the flat owner must be directed forthwith to remove any such works carried out by him / herself.

2] Internal changes in Toilet Plumbing:

To conserve water as per the directions of the Municipal Corporation, we have made arrangements to provide treated recycled water or borewell water as and when available for the plumbing lines which provide flushing water to the building. These lines are connected to the WC Tanks and Urinals.

Premises owners are hereby cautioned that when their plumbers make changes in the toilets of their premises, they should not connect the flushing line to any other outlet except the WC Tank or Urinal. The other outlets where the flushing water line should not be connected include the complete kitchen, wash basin, shower, washing machine and WC health faucet or jet spray.

The Developers and the Co-operative Housing Society will not be responsible for any health hazard if such changes are made.

3] IMPORTANT NOTE :

All clients are hereby informed that whenever the washing machine is being installed, flexible outlet of same shall be connected to the outlet provided in wall through an elbow & pipe-piece only. This is a time-tested solution/method and will avoid all possible leakages if connected properly. **Enclosed sketch is indicative and outlet can be concealed or exposed depending on site condition.** Installation must be done as per manufacturers' instructions and through professional / qualified plumbers only, to avoid any further maintenance problems in future.

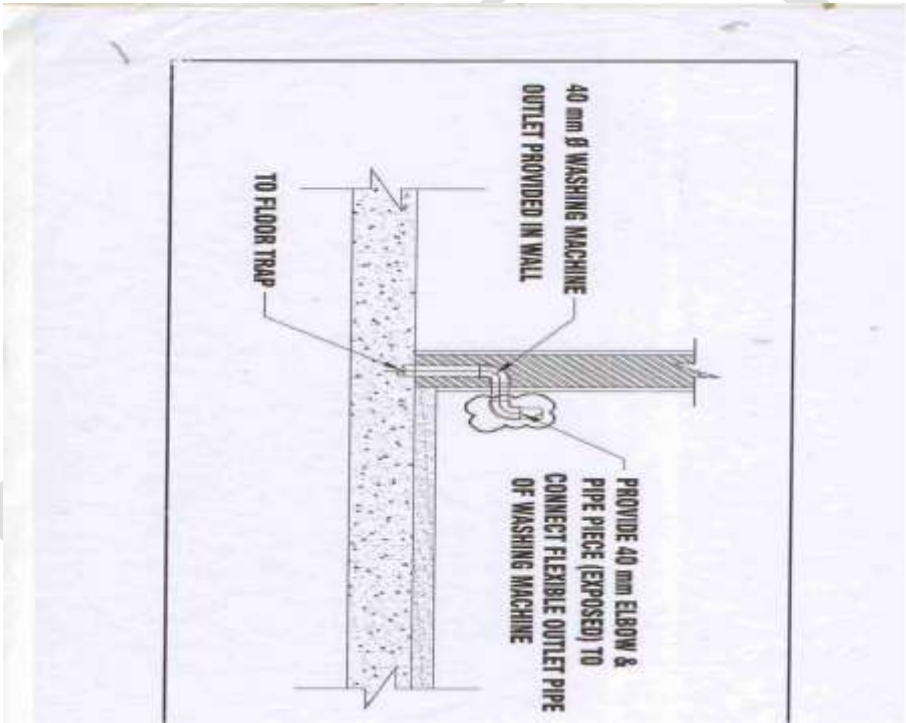
You are requested to confirm that you have noted the above contents with your signature on the copy of this letter.

For **ROMA BUILDERS PVT. LTD.**

I confirm,

AUTHORISED SIGNATORY

Signature of Allottee/s



Dear Customer,

We have observed that after taking possession of the flats, owners are getting a lot of civil and other works done in their flats to suit their personal needs.

While this need of the flat owners is appreciated, all must realize that due to such civil, plumbing and other works done, especially in area like bathrooms, toilets and kitchens etc, the waterproofing originally done, will be disturbed. The guarantee given by the specialist's agency shall naturally become null and void, with the result the flats below shall suffer.

Flat Owners are therefore, requested to utilize the services of a Specialist Agency for waterproofing who will stand guarantee for any leakages. The flat owner would be responsible to bear the entire cost of any rectification in case of leakage.

Kindly acknowledge.

Thanking You,

Yours Faithfully,
For **Roma Builders Pvt. Ltd.**

I/We Confirm

Authorised Signatory

Allottee/s

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To,

Purchaser of Premises,

Sub: Quality of Natural Marbles provided in our Projects.

Dear Sir, Madam,

This is to draw attention of our flat purchasers, to the quality of marble used in our projects.

Whenever natural Indian/ Imported Marble is used by us, there are going to be imperfections which someone may view as ‘defects’. These imperfections are inherent in natural marble and have to be viewed as their natural beauty, as perfect flooring does not give the same warmth of feeling.

The difference in shade/ design depends on the natural occurrence in different type of marbles and even though we have very huge requirements, we try to accommodate one lot in one confined area / room, which may not match with other area/ room.

Italian Marble when sourced at the mines occurs in a cracked texture, which is sliced mechanically. The cracks are filled with resin fillers at the source itself. These marble slabs are then backed with PVC mesh to avoid further development of cracks open during cutting and fixing. Such cracks are filled again with the best imported resins as used internationally.
It is therefore, requested that if the purchasers wish to have a perfect floor finish, they shall go for factory made products like ceramic tiles, mosaic tiles or agglomerated marble, as per their choice.

Thanking you,
Yours faithfully,
For **Roma Builders Pvt. Ltd.**

I/We Confirm

Authorised Signatory

Allottee/s

Received of and form the Allottee/s above named the sum of Rupees _____ on execution of this Agreement towards Earnest Money Deposit or application fee.

I say received.

The Promoter/s.

DRAFT

Dated this ____ day of _____ 20__

B E T W E E N

ROMA BUILDERS PRIVATE. LIMITED.
....The Promoters

A N D

Mr./Ms./M/s. _____
....The Purchaser

AGREEMENT FOR SALE

Premises No. _____ in the Building
" _____ ", on the _____ floor
