

LETTER OF ALLOTMENT

Date:_____

To,

_____.

Dear Madam,

Re: *Flat/apartment bearing No. _____ admeasuring _____ square feet (carpet area) on _____ floor, in the building known as “VIVAANT” being constructed on a portion of plot of land bearing CTS No.292(part) and 292/21 to 30 totally admeasuring 815.20 square meters or thereabouts of Village Pahadi, Goregaon (West), TalukaBorivali within the Registration District and Sub-District of Mumbai Suburban.*

1. Mumbai Housing and Area Development Board (“**MHADA**”) is the owner of the plot of land bearing CTS No.292(part) and 292/21 to 30 totally admeasuring 815.20 square meters or thereabouts of Village Pahadi, Goregaon (West), Taluka Borivali within the Registration District and Sub-District of Mumbai Suburban;
2. MHADA allotted 10 tenements to various applicants in the Building No.17 which was constructed on the said property, on ownership basis. All the applicants who were allotted tenements formed a society namely The Himbindu co-operative Housing Society Limited (the “**Society**”) under the provision of the Maharashtra Co-operative Housing Society Act, 1960 having its registration no. BOM / HSG/ 5792 dated 27.3.1979;
3. MHADA has executed Lease Deed on 30th December, 2000 in respect of said property for a period of 99 years with effect from 1st June, 1979 at the rent reserved therein and upon certain terms and conditions incorporated therein in favour of the Society (therein referred to as the “**Lessee**”). However in the said lease deed description of the said property is mentioned as CTS No.291 (part) instead of CTS No. 292 (part) and 292/21 to 30 and also in the Schedule of the lease deed the area of the said property is mentioned as 15.20 square meters instead of 815.20 square meters. Simultaneously on the same day Sale Deed was executed by the MHADA in favour of the Society in respect of the Building No.17 which was constructed on the said property, at the consideration and upon certain terms and conditions incorporated therein;
4. In these circumstances, the Society is well and sufficiently seized and possessed of the said property together with Building No.17;
5. By a Development Agreement dated 20th June, 2006 read with Supplementary Agreement for Development cum Rectification dated 18th October 2007 and Second Supplementary Agreement for redevelopment dated 23rd August, 2015 all made between the Society of the one part and ourselves of the other part, the Society granted right and authority to us to construction of the new building on the said property by demolishing the Building No.17 by utilizing the FSI, TDR etc. available in respect of the said property for the consideration and on the terms and conditions contained therein. The said Development Agreement and Supplementary Agreement for Development cum Rectification dated 18th October, 2007 are registered with the Sub Registrar of Assurance
6. All the members of the Society have given undertaking agreed to vacate their respective premises and handover the same to us. We have agreed to provide to them new premises in the building being constructed on the said property (“**New Building**”).
7. The Municipal Corporation of Greater Mumbai (“**MCGM**”) has sanctioned the plans for construction of the said building on the said property and issued Intimation of Disapproval (“**IOD**”) and Commencement Certificate (“**CC**”).
8. MHADA has issued its No Objection for redevelopment of the said property subject to the terms and conditions set out therein.
9. We are in process of getting rectify such mistake by incorporating the correct CTS Nos. and correct area of the said property in the said lease deed.
10. We have demolished the said Building No.17 and commenced construction of the said New Building known as “**Vivaant**” on the said Property (“**Project 1**”). The New Building shall contain the new premises to be allotted to the members of the Society (“**Members New Premises**”) and premises available for sale (“**Sale Premises**”).
11. We are constructing the said new Building being Project 1 as a real estate project and as such is a separate project as provided under Section 3 of Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (“**RERA Rules**”) and we have registered the Project 1 as a separate real estate project with the Real Estate Regulatory Authority (hereinafter referred to as “**Authority**”) under the provisions of Section 3 of RERA read with the provisions of the RERA Rules.

12. You are aware that layout of the said property, prepared by us is a tentative layout and is likely to be changed or revised as per the requirements of us and/or MCGM and/or other statutory authorities. We, reserve our right to alter the layout design, elevation etc. /make variations in the layout with such modifications thereto as we may from time to time determine/ or as may be required, without the consent of the Purchaser/s.
13. We are not making any statement, declaration, representation, warranties, guarantees etc. with respect to the show flat/apartment, height of the ceiling of the show flat/apartment, measurements, layout and area of the show flat/apartment, paints, fixtures and fittings, furniture, devices, appliances, electrical fittings, interiors, artefacts, designs and all other items, lobby, landscaping, amenities, etc., and do not warrant and/or guarantee the accuracy with respect to the same, and the same shall not be provided by us, in the said flat/apartment and/or any other flat/apartment and/or in the Project 1. The show flat/apartment, height of the ceiling of the show flat/apartment, measurements, layout and area of the show flat/apartment, paints, fixtures and fittings, furniture, devices, appliances, electrical fittings, interiors, artefacts, designs and all other items, lobby, landscaping, amenities, etc., and the information and depictions of the show flat/apartment, height of the ceiling of the show flat/apartment, measurements, layout and area of the show flat/apartment, paints, fixtures and fittings, furniture, devices, appliances, electrical fittings, interiors, artefacts, designs and all other items, lobby, landscaping, amenities, etc., shall not be relied upon by you as statements and/or representations of fact, and you have not agreed to acquire the said flat/apartment on the basis of such show flat/apartment, height of the ceiling of the show flat/apartment, measurements, layout and area of the show flat/apartment, paints, fixtures and fittings, furniture, devices, appliances, electrical fittings, interiors, artefacts, designs and all other items, lobby, landscaping, amenities, etc., or any part thereof and the same do not form and are not intended to form any part of the transaction contemplated herein. The details of the flat/apartment to be allotted shall be mentioned in the agreement for sale to be executed for the said flat/apartment and the same shall be final.
14. You being desirous of acquiring a flat/apartment admeasuring _____ square metres equivalent to _____ square feet (carpet area), bearing No. _____ on _____ Floor of the New Building being constructed on the said property (“**said flat/apartment**”) approached and requested us to reserve the said flat/apartment for allotment of the same to you.
15. As desired by you and pursuant to your request and relying on your representations and covenants, we hereby inform you that we are agreeable to reserve the said flat/apartment for allotment of the same to you, subject to amendments to the plans for construction of the said Building and layout, being sanctioned, and subject to all approvals for construction of the said Building being issued by the MCGM and all other concerned authorities, and subject to the terms and conditions contained herein and also subject to your complying with and performing all other terms, conditions, covenants contained herein.
16. The price of the said flat/apartment shall be Rs._____/ - (Rupees _____ Only), plus applicable taxes including service tax, VAT, GST, etc. (“**Sale Price**”) and you shall pay to us the said Sale Price in the following manner:
- (a) Rs._____/ - (Rupees _____ Only) plus applicable taxes including GST, etc., as earnest money, on or before execution hereof;
 - (b) Rs._____/ - (Rupees _____ Only) plus applicable taxes including GST, etc., on execution of agreement;
 - (c) Rs._____/ - (Rupees _____ Only) plus applicable taxes including GST, etc., on completion of plinth;
 - (d) Rs._____/ - (Rupees _____ Only) plus applicable taxes including GST, etc., on completion of _____;
 - (e) Rs._____/ - (Rupees _____ Only) plus applicable taxes including GST, etc., on completion of _____;
 - (f) Rs._____/ - (Rupees _____ Only) plus applicable taxes including GST, etc., on completion of _____;
 - (g) Rs._____/ - (Rupees _____ Only) plus applicable taxes including GST, etc., on completion of _____;
 - (h) Rs._____/ - (Rupees _____ Only) plus applicable taxes including GST, etc., on completion of _____;
 - (i) Rs._____/ - (Rupees _____ Only) plus applicable taxes including GST, etc., on _____;
17. In addition to the said Sale Price of Rs._____/ - (Rupees _____ Only), you shall pay to us the following amounts on the date on which possession of the said Flat/apartment is offered. We shall not be liable, responsible and / or required to render any account in respect of the amounts mentioned herein below:

Sr. no.	Charges	Amount (Rs.)
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1.	Legal Charges	
2.	Development Charges and GST/applicable taxes (one time charges @Rs.____ per square feet of carpet area)	

18. In addition to the aforesaid amounts, you shall pay to us the following amounts, on the date on which possession of the said Flat/apartment is offered. We shall not be liable, responsible and / or required to render any account in respect of the amounts mentioned herein below:

Sr. no.	Charges	Amount (Rs.)
1.	Corpus Fund & Share Money	
2.	Maintenance Charges Deposit and GST/applicable taxes (at Rs..... per square feet of carpet area for period of months)	
3.	Electricity and Water deposit and GST/applicable taxes (non-refundable), Infrastructure charges	
4.	Mahanagar Gas connection and GST/applicable taxes (subject to availability)	At actual

19. It is hereby clarified that the amounts mentioned hereinabove do not include the dues for electricity, gas and other bills for the said Flat/apartment and you shall be liable to pay electricity, gas and other bills for the individual meters separately. It is further clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and that you agree to pay to us such other charges or such other amounts under such heads or increase in any of the amounts as we may indicate without any demur.

20. You shall execute and register an agreement for sale with respect to the said flat/apartment on or before _____.

21. No new or separate society will be formed and/or registered. You shall become member of the Society.

22. Only after you have made payment of all the amounts including the Sale Price to us strictly in accordance terms hereof and only after you have performed and complied with allother terms, conditions, covenants, obligations, undertakings etc. contained herein and also contained the agreement for sale, we shall cause to the said Society to admit you as members thereof and thereupon you sign and execute all form and other documents and pay all amounts and become members of the said Society.

23. You shall be liable to pay escalation / increase in the Sale Price, if such escalation / increase is on account of any development charges payable to the competent authority and/or any other increase in charges, which may be levied or imposed by any competent authority from time to time.

24. All taxes, cess, levies, rates, duties, etc. (whether applicable/payable now or in future) including Service Tax, VAT, GST and/or any and all other taxes, levies, cess, rates, duties etc. payable in respect of the said flat/apartment and/or in respect of the transaction contemplated herein, shall be borne and paid by you alone, and we shall never be liable, responsible and/or required to bear and/or pay the same or any part thereof. You shall bear, pay and discharge all taxes, levies, cess, rates, duties etc. including VAT, Service Tax, GST, etc. and other charges, within one week from the date of demand being made by us. You shall indemnify and keep us indemnified in this regards.

25. We are entitled to develop the said property or any part thereof, in such manner as we deem fit including putting up any additional floor or floors, additional constructions, etc. and use the same for such purpose or purposes as we may desire. We are also entitled to mortgage the Sale Premises, to enable us to augment the funds at any time hereafter, in such manner as we may deem fit.

26. Time for payment of the Sale Price and/or other amounts and performance of all obligations by you including execution and registration of agreement for sale with respect to the said flat/apartment, are the essence of the contract. If you fail and/or are otherwise unable to pay any of the instalment of the Sale Price and/or other amounts on their respective due date and/or execute and register agreement for sale with respect to the said flat/apartment on or before _____ and/or perform any other obligations in accordance with this letter of allotment, then in that event we shall, without prejudice to any other right and/or remedies that we may have against you under the law and/or otherwise, be entitled to:

- (i) receive and recover from you and you shall pay to us, simple interest at the rate specified under the RERA Rules per annum on the outstanding amount from the due date of the said outstanding amount till the date of actual payment thereof;
- (ii) forfeit, retain and appropriate a sum of Rs._____/ - (Rupees _____ Only) being 10% of the Sale Price, and refund the balance, if any, without any interest within a period of 30 days after said flat/apartment is sold and all amounts including consideration amount in respect thereof is received by us, and the date on which said flat/apartment is sold and all amounts including consideration amount in respect thereof is received by us, shall be the date on which refund of the balance amount, if any, shall become due and payable by us to you;
- (iii) terminate, cancel and withdraw this letter and terminate the arrangement contained herein; and

- (iv) allot, sell, deal with and/or dispose of the said flat/apartment to any other person/s and on such terms as we may deem fit without your consent or concurrence.
27. On breach of any of the terms and condition by you, you shall cease to have any right, title, interest, claim or demand etc. of any nature whatsoever either against us or against the said flat/apartment.
28. All the cost, charges and expenses including stamp duty and registration charges on this letter of allotment and/or any other document executed pursuant to this letter of allotment and/or on the agreements and/or in respect of the transaction contemplated herein shall be borne and paid by you alone.
29. Subject to Force Majeure circumstances and / or Other Circumstances, and provided you are not in default of any of the terms and/or conditions contained herein including default in payment of the Sale Price, applicable taxes or any part thereof, we shall complete the construction of and handover the said Flat/apartment to you by 31st December, 2018 (“**Possession Date**”). If we fail to hand over the said flat/apartment to you on or before the Possession Date, and only if you do not intend to cancel this letter of allotment / withdraw from the Project 1, we shall pay to you simple interest as specified in the RERA Rules, on all the amounts paid by you to us towards Sale Price for every month of delay from the Possession Date till the handing over of the possession of the said flat/apartment.
30. If you intend to cancel this letter of allotment or withdraw from the Project 1, then on cancellation of this letter of allotment by the you:
- We shall refund to you the amounts already received by us in respect of the said flat/apartment (except the amounts towards Service Tax, VAT, GST and other taxes) within a period of 30 days after said flat/apartment is sold and all amounts including consideration amount in respect thereof is received by us, with simple interest as specified in RERA Rules from the date of cancellation of this letter of allotment till the date the amounts are repaid and the date on which said flat/apartment is sold and all amounts including consideration amount in respect thereof is received by us, shall be the date on which refund of the balance amount, if any, shall become due and payable by us to you;
 - You shall not have any right, title, interest, claim, demand and/or dispute against us and/or in respect of the said flat/apartment or any part thereof, in any manner whatsoever; and
 - We shall be entitled to sell, transfer and/or otherwise entitled to deal with and/or dispose of the said flat/apartment in such manner, as we may deem fit.
31. You hereby agree and confirm that we shall not be responsible for the refund of any of the applicable taxes including Service Tax, VAT, GST or any other tax, levy, statutory charges paid by you to us and/or collected by us from you.
32. You shall not sell, transfer, assign and/or otherwise deal with and dispose of the said flat/apartment or any of your rights and/or benefits, without our prior written consent.
33. You shall at no time demand partition of the said Building and/or said property and/or the Project 1 and/or your interest, if any, therein and the same shall never be partitioned. You shall also at no time demand formation and/or registration of the new or separate society.
34. For the purpose of this Letter of Allotment, the “Other Circumstances” shall include but not limited to:
- Non-availability of steel, cement, other building material, water or electric supply;
 - War, Civil Commotion, fire, earthquake, flood, epidemic, labour controversy, riot, civil disturbance or act of God;
 - Failure or delay of any transportation agency or any other supplier of supplies, equipment, or other facilities related to the said property;
 - Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other Competent Authority or any Court, or Tribunal or any quasi-judicial body or authority;
 - Economic downturn;
 - Any other act or event which is beyond our reasonable control including our precarious financial condition and/or economic downswing in real estate or any other industry; and
 - Any other circumstances or conditions or other causes beyond our control of or unforeseen including war, civil commotion, riot, strikes or agitation by our workers or labourers or the workers or labourers of the contractor or suppliers.

Yours truly,
For Sahajanand Developers

I confirm

Proprietor

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") is made at Mumbai on this _____ day of _____, _____.

AMONGST

The Himbindu co-operative Housing Society Limited, a Society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 bearing registration No. BOM / HSG/ 5792 dated 27.3.1979 and having its registered office at _____ hereinafter referred to as the "**Society**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors) of the **FIRST PART**;

AND

M/s. Sahajanand Developers, a sole proprietorship concern of Shri Jitendra S. Brahmhatt, carrying on his business at 1401, DLH Corporate Park, Opp: MTNL Telephone Exchange, S.V.Road, Goregaon (West), Mumbai – 400 104 hereinafter referred as the "**Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) of the **SECOND PART**;

AND

_____ having his address _____
 _____ having PAN No. _____ hereinafter referred to as the "**Purchaser**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of a limited company its successors and permitted assigns and in case of a Joint Hindu Family, the members or member for the time being of the said Joint Hindu Family, and their respective heirs, executors and administrators of the last survivor and in case of a limited company, its successor and permitted assigns and in case of a Joint Hindu family, the members or member for the time being of the said Joint Hindu Family, and their respective heirs, executors, administrators and in case of Trust, its trustees for the time being) of the **THIRD PART**.

Whereas:

- (i) Mumbai Housing and Area Development Authority ("**MHADA**") is the owner of the plot of land bearing CTS No.292(part) and 292/21 to 30 totally admeasuring 815.20 square meters or thereabouts of Village Pahadi, Goregaon (West), Taluka Borivali within the Registration District and Sub-District of Mumbai Suburban and is shown in dark colour boundary line on the plan annexed hereto and marked as **Annexure "A"** and is more particularly described the First Schedule hereunder written and is hereinafter referred to as the "**said property**";
- (ii) MHADA allotted 10 tenements to various applicants in the Building No.17 which was constructed on the said property, on ownership basis. All the applicants who were allotted tenements formed the said Society;
- (iii) MHADA has executed Lease Deed on 30th December, 2000 in respect of said property for a period of 99 years with effect from 1st June, 1979 at the rent reserved therein and upon certain terms and conditions

incorporated therein in favour of the Society (therein referred to as the “**Lessee**”). However in the said lease deed description of the said property is mentioned as CTS No.291 (part) instead of CTS No. 292 (part) and 292/21 to 30 and also in the Schedule of the lease deed the area of the said property is mentioned as 15.20 square meters instead of 815.20 square meters. Simultaneously on the same day Sale Deed was executed by the MHADA in favour of the Society in respect of the Building No.17 which was constructed on the said property, at the consideration and upon certain terms and conditions incorporated therein;

- (iv) In these circumstances, the Society is well and sufficiently seized and possessed of the said property together with Building No.17;
- (v) By a Development Agreement dated 20th June, 2006 read with Supplementary Agreement for Development cum Rectification dated 18th October 2007 and Second Supplementary Agreement for redevelopment dated 23rd August, 2015 (hereinafter referred to as the “**said Agreements**”) all made between the Society of the one part and the Promoter of the other part, the Society granted right and authority to the Promoter to construction of the new building on the said property by demolishing the Building No.17 by utilizing the FSI, TDR etc. available in respect of the said property for the consideration and on the terms and conditions contained therein. The said Development Agreement dated 20th June, 2006 and Supplementary Agreement for Development cum Rectification dated 18th October, 2007 are registered with the Sub Registrar of Assurance;
- (vi) The Promoter has entered into agreement with the Society, whereby the members of the Society agreed to vacate their respective premises and handover the same to the Promoter and the Promoter agreed to provide to them new premises in the building being constructed on the said property (“**New Building**”);
- (vii) The Promoter have demolished the Building No.17 and commenced construction of the said New Building known as “**Vivaant**” on the said property consisting of residential premises and having ground and 13 habitable upper floors (“**Project**”). The New Building shall contain the new premises to be allotted to the members of Society (“**Members New Premises**”) and premises available for sale (“**Sale Premises**”);
- (viii) The Promoter is constructing the New Building being Project as a real estate project and as such is a separate project as provided under Section 3 of Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (“**RERA Rules**”) and the Promoter has registered the Project as a separate real estate project with the Real Estate Regulatory Authority (hereinafter referred to as “**Authority**”) under the provisions of Section 3 of RERA read with the provisions of the RERA Rules;
- (ix) The Municipal Corporation of Greater Mumbai (the “**MCGM**”) has sanctioned the plans for construction of the New Building on the said property and issued Intimation of Disapproval (the “**IOD**”) bearing No. EB/CE/9637/BS/AP dated 05th August, 2008 and Commencement Certificate (the “**CC**”) bearing No. CHE/9637/BP(WS)/AP dated 17th May, 2017 . MHADA has issued its No Objection for redevelopment of the said property subject to the terms and conditions set out therein. The authenticated copies of the Property Register Cards in respect of the said property marked as **Annexure “B”**. Hereto annexed and marked as **Annexures “C-1”, “C-2” and C-3** are the authenticated copies of latest IOD, CC and NOC.
- (x) The Purchaser/s is/are aware that layout of the said property, prepared by the Promoter is a tentative layout, and is likely to be changed or revised as per the requirements of the Promoter and/or MCGM and/or other statutory authorities. The Promoter, reserves its right to alter the layout design, elevation etc. /make variations in the layout with such modifications thereto as the Promoter may from time to time determine/ or as may be required, without the consent of the Purchaser/s.
- (xi) While sanctioning the said plans, the authorities and/or Government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Project shall be granted by the concerned authority.
- (xii) The Promoter has entered into a prescribed agreement with an Architect, registered with the Council of Architects and also appointed a Structural Engineer for preparing structural designs and drawings and specifications of the New Building (i.e. Project) to be constructed on the said property and the Purchaser/s accept/s the professional supervision of the said Architect and the said Structural Engineer till the completion of the buildings, unless otherwise changed by the Promoter.
- (xiii) G. P. Tiwari, Advocate issued his Title Certificate dated 25th July, 2017. The copy of the said Title Certificate is annexed hereto and marked as **Annexure “D”**;
- (xiv) The principal and material aspects of the re-development of the Project as disclosed by the Promoter is briefly stated below-
 - (i) The New Building would constitute a mixture of users as may be permissible under applicable law from time to time;
 - (ii) No new or separate society will be formed and/or registered. The purchasers of the Sale Premises shall become member of the said Society in accordance with the said Agreements.

- (iii) Project comprises of one Building known as “Vivaant”, consisting of Members New Premises and Sale Premises. The New Building shall have Ground and 13 habitable upper floors;
- (iv) As on date MCGM has sanctioned the plans for Ground and 10th upper Floor of the New Building. The Promoter is in process of obtaining further approvals and sanctions for 11th to 13th floors;
- (v) Total FSI of 2969.56 square meters has been sanctioned for consumption in the construction and re-development of the Project. The Promoter propose to consume a further FSI of 888.74 square meters thus, aggregating to total FSI of 3858.3 square meters in the construction and re-development of the Project;
- (vi) The Promoter shall be entitled to put hoarding/boards of their Brand Name, in any form including of Neon Signs, MS Letters, Vinyl & Sun Boards on said property including on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be re-developed from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites;
- (xv) In these circumstances, the Promoter became entitled to re-develop the said property and construct the New Building being Project and sell the Sale Premises and entitled to receive the sale consideration in respect thereof;
- (xvi) The Purchaser/s has/have demanded inspection from the Promoter and the Promoter has given inspection to the Purchaser/s of all documents of title relating inter-alia to the said property including all the documents mentioned in the recitals hereinabove and also the plans, designs and specifications prepared by the Promoter’s Architects, the Title Certificate, revenue records and all other documents as specified under RERA and the rules made there under, as amended up to date and the Purchaser/s is/are fully satisfied with the rights of the Promoter to re-develop the said property and to allot the Sale Premises and Purchaser/s has/have agreed not to raise any requisitions on or objections to the same.
- (xvii) The Purchasers after having investigated and after being fully satisfied with respect to the title of said property, has/have approached the Promoter and requested the Promoter to allot to him/her/them a flat bearing No. _____ admeasuring _____ square feet (carpet area) equivalent to _____ square metres (carpet area) on _____ floor in the New building being constructed on the said property, which flat is shown in red colour hatch lines on the plan annexed and marked as **Annexure “E”** hereto (hereinafter referred to as the **“said Flat”**), at the price and on the terms and conditions hereinafter appearing.
- (xviii) Authenticated copies of following documents are annexed to this Agreement;
 - i. Plan showing the said property (**Annexure “A”**);
 - ii. Property Registered Card in respect of the said property (**Annexure “B”**)
 - iii. IOD, CC and NOC (**Annexure "C-1", “C-2” and C-3**);
 - iv. Title Certificate given by G.P. Tiwari (**Annexure "D”**);
 - v. Floor plan of the said flat (**Annexure “E”**);
- (xix) Under Section 13 of the RERA, the Promoter is required to execute a written Agreement for Sale in respect of the said Flat being in fact these presents and also to register this Agreement under the Indian Registration Act, 1908.
- (xx) Relying upon the said applications, declaration and agreement herein contained, the Promoter has agreed to allot to the Purchaser/s the said Flat, at the price and on the terms and conditions hereinafter appearing

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

1. The Recitals contained above and the Schedules and the Annexures hereto form an integral and operative part of this Agreement as if the same were set out and incorporated herein verbatim.
2. The Promoter shall comply with all the terms, conditions, stipulations, restriction etc., if any, which may have been imposed by the authorities, at the time of sanctioning of the plans. The Promoter shall constructs New Building known as Vivaant being Project on the said property in accordance with the plans, specifications, designs and elevations as approved by the concerned local authority and which have been seen and perused by the Purchaser/s with such variations and modifications as the Promoter may consider necessary or as may be required by the Government, MCGM and/or any other local authority from time to time. The Promoter shall be entitled to make such variations and/or modifications in the plans as they may deem fit so long as the area of the said Flat agreed to be allotted to the Purchaser/s remains unchanged or so long as such variation and/or modification does not adversely affect the said Flat, without any permission or consent of the Purchaser/s. The Purchaser/s hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed/ be imposed by the concerned local authorities and/or Government bodies at the time of sanction of the said plans or thereafter.
3. The Purchaser/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to allot to the Purchaser/s the said Flat being a flat bearing No. _____ on the _____ **Floor**, admeasuring _____ **square metres (carpet area) equivalent to _____ square feet (carpet area)** in the said Building known as Vivaant (being Project) and as shown in red colour hatch lines on the typical floor plan annexed

and marked as **Annexure “E”** at and for the lumpsum price of **Rs. _____/- (Rupees _____ Only)** (hereinafter referred to as **“Sale Price”**) payable by the Purchaser/s to the Promoter in the manner as mentioned in Clause 7 herein below.

4. The Promoter shall confirm the final carpet area of the said Flat that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Promoter shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause no. 3 and 9 of this Agreement.
5. The Promoter hereby declares that the Floor Space Index sanctioned as on date in respect of the Project is 2969.56 square meters only and Promoter has planned to utilize Floor Space Index of 888.74 square meters by availing of TDR and FSI available on payment of premiums and/or FSI available as incentive FSI by implementing various scheme 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 Project. The Promoter has disclosed the Floor Space Index as proposed to be utilized by them on the said property and the Purchaser has agreed to purchase the said Flat based on the proposed construction and sale of premises to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
6. The Promoter has _____ to reserve for the Purchaser/s, _____ **stack car parking space/s**(hereinafter referred to as the **“Parking Spaces”**), free of cost.
7. The Purchaser/s hereby agree/s, covenant/s and undertake/s to pay the Sale Price of **Rs. _____/- (Rupees _____ Only)** plus all taxes, cess, fees, cost, charges, duties etc. including service tax and /or Value Added Tax (VAT) and/ or Goods and Services Tax (GST) etc. to the Promoter from time to time in the manner more particularly described in **Annexure “F”** hereto. Time for payment of each instalment is the essence of the contract. The Sale Price is exclusive of any sums or amounts including service tax, VAT, GST and other taxes, cess, levies, fees and other charges of any nature whatsoever, as are or may be applicable and/or payable hereunder or in respect of the said Flat and all such amounts shall be entirely borne and paid by the Purchaser/s. The Purchaser/s hereby agree, confirm and undertake that an intimation forwarded by the Promoter, that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is completed.
8. The Purchaser shall pay to the Promoter escalation / increase in the Sale price if such escalation / increase is on account of development charges, payable to the competent authority and/or any other increase in charges, which may be levied or imposed by any competent authority from time to time.
9. The Purchaser/s shall make all payments of the Sale Price due and/or payable to the Promoter through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of **“Sahajanand Developers Master A/c Vivaant”, bearing A/c No.: 37022130259, State Bank of India, Goregaon (East) Branch**. In case of any financing arrangement entered by the Purchaser/s with any financial institution with respect to the said Flat, the Purchaser/s undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such amounts towards Sale Price due and payable to the Promoter through an account payee cheque / demand draft / wire transfer / any other instrument drawn in favour of **“Sahajanand Developers Master A/c Vivaant”, bearing A/c No.: 37022130259, State Bank of India, Goregaon (East) Branch**. Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the said Flat and shall be construed as a breach on the part of the Purchaser/s, in which event the Promoter shall be entitled to terminate this Agreement and forfeit 10% of the Sale Price. Seventy per cent of the amounts deposited/ transferred to **“Sahajanand Developers Vivaant RERA A/c”**, from time to time shall be deposited in a separate account to be maintained under Section 4(2)(l)(D) of RERA.
10. The Sale Price is exclusive of all taxes, levies, duties, cesses, etc. In addition to the Sale Price, the Purchaser/s shall pay all other amounts mentioned herein including the amounts mentioned in Clause No. 34 and 35 hereinafter. Any of the taxes including Service Tax and /or VAT and/ or GST, levies, duties, cesses etc. (whether applicable/payable now or become applicable/payable in future), whether on Sale Price or on other amounts payable under the Agreement, shall be borne and paid by the Purchaser/s alone and the Promoter shall never be liable, responsible and/or required to bear, and/or pay the same or any part thereof.
11. The Purchaser/s further agree/s, undertake/s and covenant/s that while making the payment of instalments of Sale Price, the Purchaser/s shall deduct TDS (presently at the rate of 1% of the amount paid) as may be applicable from time to time and pay the same to the concerned department/ authority. The Purchaser/s after making payment of each instalments and Service Tax/ GST, on or before 7th day of next month, shall file Form 26QB with the Income Tax Authority in the prescribed format and on or before 22nd day of the month in which respective Form 26QB is filed, shall furnish Form 16B to the Promoter. The Purchaser/s is/are

aware that the time to make the payment of instalments and service tax and all other taxes and all other amounts as mentioned herein, is the essence of contract and in event of delay on part of the Purchaser/s to make the payment of any of the instalment together with Service Tax and/or any other tax (including delivering From 16B certificate thereof), then without prejudice to right of the Promoter to cancel and terminate this Agreement, the Purchaser/s shall be liable to pay interest at the simple rate specified under the RERA Rules per annum to the Promoter on all delayed payments from the due date till the date of realization thereof.

12. In the event, the Purchaser/s desire/s to cancel the allotment of said Flat, then 10% of the Sale Price shall stand forfeited and the Purchaser/s shall not be entitled to receive or recover the said 10% of the Sale Price from the Promoter and Promoter shall not be liable or responsible for the same. The Purchaser/s shall also have to bear and pay to the Promoter, at the time of cancellation, the brokerage charges (if the said Flat is purchased through the broker) which brokerage shall have been already paid by the Promoter to the broker. The Promoter shall not be liable to refund Service Tax, VAT, GST and all other taxes paid or payable on this Agreement and/or on the Sale Price and/or interest and/or otherwise. The Purchaser/s shall also be liable to pay interest on any defaulted payment as per the terms, herein contained, at the time of making accounts when the Purchaser/s has/have expressed his/her/their desire to cancel the allotment of the said Flat. It is agreed by and between the Parties that all the above-referred amounts due and payable by the Purchaser/s, as specified hereinabove, shall be deducted from the amount received by the Promoter from the Purchaser/s till the time of such cancellation. The Promoter shall return the balance amount from the Sale Price (if any) to the Purchaser/s without any interest within a period of 30 days after said flat is sold to a third party and all amounts including consideration amount in respect thereof is received by the Promoter, and the date on which said flat is sold and all amounts including consideration amount in respect thereof is received by the Promoter, shall be the date on which refund of the balance amount, if any, shall become due and payable by the Promoter to the Purchaser.
13. (A) The Purchaser/s is/are aware that the said Parking Spaces, if allotted, is without consideration however the Purchaser/s will be bound to abide with the rules and regulations as may be framed in regard to the said Parking Spaces (if allotted) by the Promoter and/or the said Society and shall pay such outgoings in respect of the said Parking Spaces, if allotted, as may be levied by the said Society;
- (B) The Purchaser/s herein agree/s and confirm/s that Parking Spaces, if allotted, shall be used for parking of the motor vehicles only and for no other purpose and that no alteration and/or modification and /or construction of any nature shall be carried out in the Parking Spaces;
- (C) The Purchaser/s herein agree and confirm that he/she/they shall not raise any objection to the designations/selections of parking done/to be done by the Promoter for other purchaser/s and accepts the designation of the Parking Spaces, if allotted to the Purchaser/s herein.
14. The Promoter shall be entitled (but not obliged) to terminate this Agreement on the happening of any of the following events (“**Events of Default**”):
 - (i) If the Purchaser’s commits default in making payment of any of the amounts and/or instalments of any amount payable under this Agreement or otherwise;
 - (ii) If the Purchaser/s commits breach of any other terms, conditions, covenants and representations of this Agreement and/or any other writing and/or the terms and conditions of layout, I.O.D., C.C. and/or any other sanction, permission, approvals, undertakings, writings and affidavits etc.;
 - (iii) If the representation, declarations and/or warranties etc. made by the Purchaser/s in the Booking Form, Allotment Letter, present Agreement and/or any other documents executed and/or entered into or to be executed and/or entered into by the Purchaser/s is untrue or false;
 - (iv) If the Purchaser/s has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up;
 - (v) If the Purchaser/s is/are, convicted of any offence involving moral turpitude and/or is sentenced to imprisonment for any offence for not less than six months;
 - (vi) If Receiver and/or a Liquidator and/or Official Assignee or any person is appointed of the Purchaser/s or in respect of all or any of the assets and/or properties of the Purchaser/s; and
 - (vii) If the Purchaser/s have received any notice from the Government in India (either Central, State or Local) or foreign Government for the Purchaser/s involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him / her / them
15. On happening or occurring of any of the Events of Default, the Promoter shall, without prejudice to all other rights that the Promoter may have against the Purchaser/s either under this Agreement, or in law or

otherwise, give 15 days' notice to the Purchaser/s to rectify/remedy such breach. In the event, Purchaser/s fail/s to rectify/remedy the breach within the said notice period, then the Promoter shall be entitled (but shall not be obliged) to (i) forthwith terminate this Agreement ("**Termination Date**") and (ii) forfeit/deduct 10% of the Sale Price and balance, if any, shall be refunded to the Purchaser/s without any interest within a period of 30 days after said flat is sold to a third party and all amounts including consideration amount in respect thereof is received by the Promoter, and the date on which said flat is sold and all amounts including consideration amount in respect thereof is received by the Promoter, shall be the date on which refund of the balance amount, if any, shall become due and payable by the Promoter to the Purchaser. If the Purchaser/s has/have availed loan from financial institutions, banks or other institutions against the security of the said Flat then, the Purchaser/s shall clear the mortgage debt outstanding at the time of such termination. The Purchaser/s, at his/her/their own cost and expenses, shall obtain necessary letter/no due certificate from such financial institution, banks, etc., stating that the Purchaser/s has/have cleared the mortgage/debt/charge within 15 days from the Termination Date. In such an event, the Purchaser/s shall become entitled to the refund of the amount without any interest within a period of 30 days after (i) receipt of such letter/no dues certificate from the financial institution, banks, etc., and (ii) said flat is sold to a third party and all amounts including consideration amount in respect thereof is received by the Promoter. In any event, the Promoter shall be entitled to directly pay the amount payable to the financial institution, bank, their employer or other such institutions by the Purchaser/s from the balance amount standing to the credit of the Purchaser/s with the Promoter (if any) towards the said Flat (paid by him/her/them to the Promoter towards the Sale Price) to the extent so as to clear the mortgage/debt/charge on the said Flat. Notwithstanding all that is stated hereinabove, it shall ALWAYS be obligatory on the part of the Purchaser/s to pay the instalments of the Sale Price as and when due under the terms of this Agreement and the Purchaser/s shall duly and promptly pay the instalments of the Sale Price irrespective of the fact that the Purchaser/s has/have applied for the loan to such financial institution, banks, their employers or such other institution and irrespective of the fact that the said loans are under process and sanction is awaited and/or is rejected

16. Notwithstanding anything contrary contained herein, in case the Purchaser/s fail or are otherwise unable to make payment of any of the amounts and/or instalments of any amount payable under this Agreement or otherwise, to the Promoter, then the Promoter shall without prejudice to any other rights or remedies that it may have against the Purchaser/s, including the right to terminate and forfeit 10% of the Sale Price and put an end to this Agreement as mentioned herein, be entitled to receive and recover from the Purchaser/s and the Purchaser/s shall pay to the Promoter simple interest on all outstanding payment at the rate specified under the RERA Rules per annum from the due date till the date of realization thereof
17. The Promoter is not making any statement, declaration, representation, warranties, guarantees etc. with respect to the show flat, height of the ceiling of the show flat, measurements, layout of the show flat, area of the show flat, paints, fixtures and fittings, furniture, devices, appliances, electrical fittings, interiors, artefacts, designs and all other items, lobby, landscaping, amenities etc., and The Promoter does not warrant and/or guarantee the accuracy with respect to the same, and the same shall not be provided by The Promoter, in the said Flat and/or any other flat and/or in the Project 1. The information, depictions, fixtures, fittings, furniture, pictures, drawings, images etc., with regards to the show flat and the information, depictions of the lobby, landscaping, amenities, fixtures, furniture, interiors, designs and all other items with regard to the same shall not be relied upon by The Purchaser/s as statements and/or representations of fact, and The Purchaser/s have not agreed to acquire the said Flat on the basis of such show flat, lobby, landscaping, amenities, fixtures, furniture, interiors, designs and any and all other items etc., or any part thereof and the same do not form and are not intended to form any part of the transaction contemplated herein. The details of the said Flat shall be mentioned herein and the same shall be final.
18. All the aforesaid rights and/or remedies of the Promoter is cumulative and without prejudice to one another
19. (A) It is expressly agreed that the right of the Purchaser/s under this Agreement or otherwise shall always be restricted to the said Flat only, and such right will accrue to the Purchaser/s only on the Purchaser/s making payment of all the amounts including the Sale Price to the Promoter strictly in accordance with this Agreement and only on the Purchaser/s performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof. All other Sale Premises being unsold flats/units/shops, car parking etc. shall always be the sole and absolute property of the Promoter. The Purchaser/s hereby confirm/s and consent/s to the irrevocable, absolute and unfettered right of the Promoter to assign their rights, give on lease, sub-lease, and/or deal with and dispose of all other Sale Premises being unsold flats/units/shops and car parks in the said Building, in the manner deemed fit by the Promoter without any consent or concurrence of the Purchaser/s or any other person and at the sole discretion of the Promoter.

(B) With regards to the common areas described in the **Second Schedule** hereunder written, it is agreed that the Purchaser/s shall only be permitted to use the said common areas on such terms and conditions as the Promoter may deem fit.
20. (A) The Promoter has informed to the Purchaser/s, and the Purchaser/s is/are aware that: (i) no new or separate society will be formed and registered. The Purchaser/s shall become member of the said Society, and (ii) only after the Purchaser/s have made payment of all the amounts including the Sale Price to the Promoter strictly in accordance terms hereof and only after the Purchaser/s have performed and complied with all other terms, conditions, covenants, obligations, undertakings etc. contained herein, the Promoter shall cause to the Society to admit the Purchaser/s as members thereof and thereupon the Purchaser/s sign

and execute the application for membership and all form and other documents and pay all amounts and become members of the said Society.

(B) The Purchaser/s shall pay to the Promoter/the said Society the proportionate share of the Municipal tax, water charges, maintenance charges, outgoings and all other rent, rates and taxes in respect of the said Flat.

(C) The Purchaser/s shall at the time of taking possession of the said Flat from the Promoter shall pay to the Promoter amounts as specified in Clause No. 34 and 35 below.

(D) It is expressly and specifically clarified, agreed, understood and confirmed by and between the Parties hereto that the unsold flats, car parking spaces, in the said Building etc. shall at all times be and remain the absolute property of the Promoter and the Promoter may if it so desires, become member of the Society in respect thereof, and the Promoter shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Purchaser/s herein, nor the Society shall object to or dispute the same. On the Promoter intimating to the Society, the name or names of the Purchaser/s or acquirer/s of such unsold flats, shops, premises, etc., the Society shall forthwith accept and admit such purchaser/s and acquirer/s as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same and without charging/recovering from them any premium, fees, donation or any other amount of whatsoever nature in respect thereof including any amount collected by the Promoter from such purchaser/s towards development charges, legal charges etc. as mentioned in Clause No. 34 and 35 below. The Promoter shall not be liable to pay any maintenance charges/out goings, etc. in respect of the unsold flats, car parking spaces and other premises save and except the municipal taxes with effect from the date of grant of occupation. Provided however in the event, the Promoter occupy or permit occupation of any flat, such occupant/s or Promoter as the case may be shall be liable to pay the maintenance charges, etc. in respect thereof. It is further clarified that for allotment/sale of such flat, the Promoter shall not be liable to take any permission/consent of the Society.

(E) If required under RERA, within a period of 3 (three) months from the receipt of occupation certificate of the Project, the Promoter, shall handover the accounts and data of the purchasers of the Sale Premises together with common areas and amenities specified in **Second Schedule** hereunder written in favour of the Society.

(F) Further such handing over shall be subject to the Promoter right and entitlement to sell the Sale Premises, etc. and receive all the amounts from the purchaser/s including the Sale Price from the purchaser/s hereof.

(G) The Purchaser/s shall at no time demand partition of the said Building and/or said property etc. and/or his/her/their interest, if any, therein and the same shall never be partitioned.

21. All costs, charges and expenses for preparing, engrossing, stamping and registering all deeds, documents required to be executed by the Promoter and by the Purchaser/s including stamp duty, registration charges etc., payable in respect of such documents, as well as the entire professional costs of the attorneys of the Promoter for preparing and approving all such documents shall be borne and paid by the Purchaser/s and the said Society as aforesaid and/or proportionately by all the holders of the flats etc., in the said Building. The Promoter shall not be liable to contribute anything towards such expenses. The Purchaser/s alone will be responsible for consequences of insufficient and/or non-payment of stamp duty and registration charges on this Agreement and/or all other documents, etc.
22. The Promoter shall allot Sale Premises with a view ultimately that the purchaser/s/ allottees of all the Sale Premises shall be admitted to the said Society. It is agreed and clarified that the Promoter shall have all the rights and be entitled to sell, allot, transfer, lease, give on leave and license basis and/or otherwise deal with and dispose of the Sale Premises separately and independently and the Purchaser/s/ allottees of all the Sale Premises shall be admitted to the said Society.
23. The Purchaser/s and the person/s, to whom the said Flat is permitted to be used shall, from time to time, sign all applications, papers and documents and do all acts, deeds, and things as the Promoter or the said Society may require for safeguarding the interest of the Promoter and/or the Purchaser/s and other purchasers in the said property.
24. (A) It is agreed between the Parties that the Promoter shall be entitled from time to time and at all times to make necessary amendments or changes or substitution or modification of the layout plan as may be sanctioned by MCGM in respect of the said property to utilize F.S.I. and/or development rights in respect thereof and for that purpose to submit plans or proposals as the Promoter may deem fit. It is further agreed that the Promoter in its absolute discretion shall be entitled to locate or provide in the said Building on the said property any additional floor or floors and use the same for such purpose or purposes as the Promoter

may desire without reference or recourse to the Purchaser/s or the said Society at the discretion/option of the Promoter time to time.

(B) The Purchaser/s hereby expressly consents to the Promoter re-design the said Building or increase in number of floors, adding new building or buildings or the recreation area or realigning common area and passages and such other area or areas as the Promoter may desire to realign and re-design and the Purchaser/s confirms that the Promoter will be entitled to utilise any F.S.I., TDR and all the benefits, potentials, yield, advantages etc. presently available and / or that may be available in the future for any reason including on account of change in regulations / law / act etc. in respect of the said property or any part thereof.

(C) It is agreed, confirmed and covenanted by the Purchaser/s that the Promoter nor shall he/she/they demand sub-division of the said property.

25. It is agreed, confirmed and covenanted by the Purchaser/s that the Promoter shall have full right and absolute authority and shall be entitled to, at any time hereafter, utilize, consume, load etc. FSI of the said property or any part thereof.
26. The name of the said Building shall always be known as “VIVAANT” and this name shall not be changed without the prior written permission of the Promoter.
27. It is agreed that the said Flat shall be of R.C.C. structure with normal brick with cement plaster only. It is agreed that the said Building and its layout may contain common fixtures, fittings and/or amenities as specified in the **Third Schedule** hereunder written. The Purchaser/s hereby agrees, declares and confirms that save and except the said specification, fixtures, fittings and/or amenities, the Promoter shall not be liable, required and/or obligated to provide any other specifications, fixtures, fittings and/or amenities in the said Building /said property.
28. It is expressly agreed that the said Flat contains fixtures and fittings as set out in the **Third Schedule** hereunder written and the Purchaser/s confirm/s that the Promoter shall not be liable to provide any other specifications, fixtures, fittings and amenities in the said Flat.
29. The Promoter shall complete the construction of the said Flat by 31st December, 2018, (“**the said Date**”) provided always that the Promoter shall be entitled to further extension of time for completion of the said Flat, if the completion of said Flat is delayed on account of Force Majeure circumstances and / or Other Circumstances beyond the reasonable control of the Promoter. The “Other Circumstances” for the purpose of this Agreement, shall include but not be limited to:
 - (i) Non-availability of steel, cement, other building material, water or electric supply;
 - (ii) War, Civil Commotion, fire, earthquake, flood, epidemic, labour controversy, riot, civil disturbance or act of God;
 - (iii) Failure or delay of any transportation agency or any other supplier of supplies, equipment, or other facilities related to the said property;
 - (iv) Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other Competent Authority or any Court, or Tribunal or any quasi-judicial body or authority;
 - (v) Economic downturn;
 - (vi) Any other act or event which is beyond the reasonable control of the Promoter including precarious financial condition of the Promoter and/or economic downswing in real estate or any other industry;
 - (vii) Any circumstances or conditions or other causes beyond the control of or unforeseen by the Promoter or its agents including war, civil commotion, riot, strikes or agitation by the workers or labourers of the Promoter or the Contractor or suppliers
30.
 - (A) Subject to Clause No. 29 hereinabove and / or subject to circumstances beyond the Promoter’s reasonable control, if the Promoter fail to hand over the said Flat to the Purchaser/s on the said Date or on the extended date/s and only if the Purchaser/s have paid all the amounts payable by him/her/them hereunder (including interest, if any) and performed all his/her/their obligations, and only if the Purchaser does not intend to cancel this Agreement / withdraw from the Project 1, simple interest as specified in the RERA Rules, on all the amount paid by the Purchaser to the Promoter towards Sale Price for every month of delay from the said Date till the handing over of the possession of the said Flat.
 - (B) If the Purchaser intends to terminate this Agreement or withdraw from the Project 1, then on termination of this Agreement by the Purchaser:

- (i) The Promoter shall refund to the Purchaser/s the amount already received by the Promoter in respect of the said Flat (except the amounts towards Service Tax/VAT and other taxes), with simple interest as specified in RERA Rules from the date of termination of this Agreement till the date the amounts are repaid within a period of 30 days after said flat is sold and all amounts including consideration amount in respect thereof is received by the Promoter, and the date on which said flat is sold and all amounts including consideration amount in respect thereof is received by the Promoter, shall be the date on which refund of the balance amount, if any, shall become due and payable by the Promoter to the Purchaser/s, further subject to TDS on interest under Income Tax Act 1961.
- (ii) The Purchaser/s shall not have any right, title, interest, claim, demand and/or dispute against the Promoter and/or in respect of the said Flat or any part thereof, in any manner whatsoever; and
- (iii) The Promoter shall be entitled to sell, transfer and/or otherwise entitled to deal with and/or dispose of the same in such manner, as the Promoter may deem fit.
- (C) The Purchaser/s agree, confirm and acknowledge that the amounts payable under option (A) or (B) constitute a reasonable, genuine and agreed pre-estimate of damages that may be caused to the Purchaser/s and neither the Purchaser/s nor any person or party on his/her/their behalf shall claim any additional/ further amounts as compensation, damages or in any manner whatsoever
31. The Purchaser/s shall make payment of the instalments mentioned hereinabove along with all the other amounts including amounts mentioned as mentioned in Clause No. 34 and 35 below. The Promoter shall offer in writing the possession of the said Flat to Purchaser after obtaining the occupation certificate from the authority and on all the payment made by the Purchasers. The Purchaser/s shall occupy the said Flat within 15 days of the Promoter giving written notice to the Purchaser/s intimating that the said Flat is ready for use. In the event the Purchaser/s fail/s and / or neglect/s to take possession within the specified period, it shall be deemed that the Purchaser/s has/have taken possession from the date of the said writing and that date shall be deemed to be the **“Date of Possession”** and all obligations of the Purchaser/s related to take possession of the said Flat shall be deemed to be effective from the said Date of Possession.
32. Commencing a week after notice in writing is given by the Promoter to the Purchaser/s that the said Flat is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share of outgoings in respect of the said property or part thereof (as the case may be) and the said Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common light, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property or part thereof and the said Building. Until the said Purchaser/s are admitted as members of the Society, the Purchaser/s shall pay to the Promoter such proportionate share of outgoings as may be determined. At the time of handing over possession of the said Flat, the Purchaser/s shall pay to the Promoter the sum as mentioned in Clause No. 34 and 35. The Purchaser/s undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever otherwise interest at the rate of 2% per month will be charged. The right of the Promoter to charge the said interest is without prejudice to their rights including right to terminate this Agreement, levy cancellation charges etc.
33. The Purchaser/s shall use the said Flat only for residential purpose and not for any commercial or other activity. The Purchaser/s shall use the Parking Spaces, if allotted, only for the purpose of keeping or parking of the Purchaser's own vehicle.
34. In addition to the said Sale Price of Rs._____/-(Rupees _____ only), the Purchaser/s shall pay to the Promoter the following amounts on the date on which possession of the said Flat is offered. The Promoter shall not be liable, responsible and / or required to render the account in respect of the amounts mentioned herein below:

Sr.no.	Charges	Amount (Rs.)
3.	Legal Charges	
4.	Development Charges and GST/applicable taxes (one time charges @Rs.____ per square feet of carpet area)	

35. In addition to the aforesaid amounts, the Purchaser/s shall pay to the Promoter the following amounts, on the date on which possession of the said flat is offered. The Promoter shall not be liable, responsible and / or required to render the account in respect of the amounts mentioned herein below:

Sr.no.	Charges	Amount (Rs.)
1.	Corpus Fund & Share Money	
2.	Maintenance Charges Deposit and GST/applicable taxes (at Rs..... per square feet of carpet area for period of months)	
3.	Electricity and Water deposit and GST/applicable taxes (non-refundable), Infrastructure charges	

4.	Mahanagar Gas connection and GST/applicable taxes (subject to availability)	At actuals
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36. It is hereby clarified that the aforesaid amounts mentioned hereinabove do not include the dues for electricity, gas and other bills for the said Flat and the Purchaser/s shall be liable to pay electricity, gas and other bills for the individual meters separately. It is further clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and the Purchaser/s agrees to pay to the Promoter, such other charges or such other amounts under such heads or increase in any of the amounts as the Promoter may indicate without any demur.
37. It is agreed that in the event of any additional amounts becoming payable in respect of items mentioned hereinabove, then the Purchaser/s shall forthwith on demand pay to and/or deposit the additional amounts with the Promoter. The said amount shall not carry any interest.
- 38.
- (A) The Purchaser/s by himself/herself/themselves with intention to bind all persons into whose hands the said Flat and other premises may hereinafter come, to the said Society, hereby covenant/s with the Promoter as follows:
- (i) Not to do or suffer to be done anything in or to the said Building, said Flat, staircase common areas or any passages which may be against the rules, regulations or byelaws of concerned local or any other authority or change/alter or make addition in or to the building or to the said Flat itself or any part thereof and to maintain the said Flat at the Purchaser's own cost in good repair and condition from the date on which the Purchaser/s is permitted to use the said Flat. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and also pay any penal charges levied by the authorities.
 - (ii) Not to store anything in the refuge floor nor store any goods in the said Flat which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said Building or storing of such goods which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said Building and in case any damage is caused to the said Building on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach and shall repair the same at his/her/their own costs.
 - (iii) Not to change the user of the said Flat and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Flat and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.
 - (iv) Not to demolish or cause to be demolished the said Flat or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Flat or any part thereof and keep the portion, sewers, drains, pipes in the said Flat and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the said Building.
 - (v) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the said Building and not cover/enclose the planters and service ducts or any of the projections from the said Flat, within the said Flat, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, piers or other structural members in the said Flat without the prior written permission of the Promoter, nor do / cause to do any hammering for whatsoever use on the external / dead walls of the said Building or do any act to affect the F.S.I potential of the said property.
 - (vi) Not to affix any fixtures or grills on the exterior of the said Building for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the said Flat. The standard design for the same shall be obtained by the Purchaser/s from the Promoter and the Purchaser/s undertake/s to not fix any grill having a design other than the standard design approved by the Promoter. In the event the Purchaser/s fails to rectify the default of his/her/their obligation within 7 days from committing this default to the satisfaction of the Promoter at his/her/their own cost, then the Promoter, without prejudice to all its rights through its agents, shall have a right (but shall not be obliged) to enter upon the said Flat and dismantle at the Purchaser's cost, such fixtures or grills or air conditioner or the outdoor condensing unit which are in contravention of this sub-clause or any other provision of this Agreement.
 - (vii) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the said Building and other buildings or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.
 - (viii) Not to delay / default in payment of the amounts to be paid to the Promoter in addition to the amounts collected in Clause No. 34 and 35 above and pay within 15 days of demand by the

Promoter, their share of security deposit demanded by any concerned local authority or government, M.C.G.M. for giving water, gas connection or any electric supply company for giving electricity or any other service connection to the said Building.

- (ix) Not to delay / default in payment of 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 from time to time.
 - (x) Not to transfer or assign the Purchaser's right, interest or benefit under this Agreement and / or let, sublet, sell, mortgage and / or otherwise transfer, assign or part with occupation or give on leave and license, care taker, paying guest or tenancy basis or induct any person/s into or part with the said Flat without the prior written consent of the Promoter. Such consent, if granted, shall be subject to the terms and conditions imposed and stipulated by the Promoter herein.
 - (xi) Shall not violate and shall abide by all rules and regulations framed by the Promoter / its designated Project Manager or by the said Society, for the purpose of maintenance and up-keep of the said Building and in connection with any interior / civil works that the Purchaser/s may carry out in the said Flat.
 - (xii) Shall not violate and shall observe and perform all the rules and regulations which the said Society may have 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 premises 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 Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the said Society regarding the occupation and use of the said Flat in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
 - (xiii) Shall not do or permit or suffer to be done anything in or upon the said Flat or any part of the said Building which is or may, or which in the opinion of the Promoter is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining premises or the neighbourhood provided always that the Promoter shall not be responsible to the Purchaser/s for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining premises of the said Building and the Purchaser/s shall not hold the Promoter so liable;
 - (xiv) Shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said Flat or in or on the common stairways, refuge areas, corridors and passageways in and of the said Building.
 - (xv) Shall never in any manner enclose any area to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Flat and keep the same unenclosed at all time. The Promoter shall have the right to inspect the said Flat at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Purchaser/s and also to recover costs incurred for such demolition and reinstatement of the said Flat to its original state.
 - (xvi) Not to permit any person in the employment of the Purchaser/s (such as domestic help, drivers, cleaners etc.) to sleep and / or occupy the common area of the Building such as passage, lobby, stair case and / or any part of the said property.
- (B) In addition to the aforesaid conditions, the Purchaser/s further binds himself/herself/themselves in respect of the said Flat and covenants as under:
- (i) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat into the compound or the refuge floor or any portion of the said property and the said Buildings and other buildings.
 - (ii) Shall not at any time cause or permit any public or private nuisance or to use the loud speaker etc in or upon the said Flat, said Building or the said property or any part thereof or do anything which shall cause an annoyance, inconveniences, suffering, hardship or disturbance to the occupants or to the Promoter.
 - (iii) Shall not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the said Flat and/or the said Building nor litter or permit any littering in the common areas in or around the said Flat and/or the said Building and at the Purchaser's own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste

generated at the said Flat and/or the said Building to the requirement and satisfaction of the Promoter and/or relevant government and statutory authorities.

- (iv) Shall not do either by himself/itself or any person claiming through the Purchaser/s anything which may or is likely to endanger or damage the said Building or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the said Building. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the said Building.
 - (v) Shall not display at any place in the said Building any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Purchaser/s shall not stick or affix pamphlets, posters or any paper on the walls of the said Building or common area therein or in any other place or on the window, doors and corridors of the said Building.
 - (vi) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said Building or the exterior wall of the said Flat or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or dish antenna any other thing whatsoever save and except the name of the Purchaser/s in such places only as shall have been previously approved in writing by the Promoter in accordance with such manner, position and standard design laid down by the Promoter;
 - (vii) Shall not park at any other place and shall park all vehicles in the allotted/ designated parking lots only as may be prescribed by the Promoter;
 - (viii) Shall cause the said Society to paint the said Building at least once in every five years maintaining the original colour scheme even after the agreement is executed in favour of the said Society.
39. If within a period of five years from the date of handing over the said Flat to the Purchaser, the Purchaser brings to the notice of the Promoter any structural defect in the said Flat or any defects in the workmanship of the said Flat, quality of the material used in the said Flat or provision of service in the said Flat, and provided such defect is not attributable to normal wear and tear and misuse and/ or any act of commission or omission on the part of the Purchaser or the purchasers/ occupants of the adjoining flats including but not limited to unauthorised changes/ repairs, non-maintenance of fittings and fixtures, then, wherever possible such defects shall be rectified by the Promoter at their own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA.
40. The Purchaser/s shall, with prior 24 (twenty four) hours intimation, permit the Promoter and their surveyors and agents with or without workmen and others at reasonable times to enter into and upon the said Flat or any part thereof to view and examine the state and conditions thereof and/ or for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the said Building and also for the purpose of laying down, maintaining, repairing and also for purpose of cutting of essential services including water supply to or any of the premises of the said Building in respect whereof, the Purchaser/s of such other premises, as the case may be, shall have made default in paying his/her/their share of taxes, maintenance charges etc.
41. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat or of the said property and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him, and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter.
42. It is expressly agreed that the Promoter shall have an irrevocable and perpetual right and be entitled to put a hoarding on the said property or any parts of the said Building and/or other buildings including on the terrace and/or on the parapet wall and/or on the said property and the said hoardings may be illuminated or comprising of neon sign and for that purpose, the Promoter is fully authorized to allow temporary or permanent construction or erection for installation either on the exterior of the said Building or on the said property as the case may be and further the Promoter shall be entitled to use and allow third parties to use any part of the said Building and the property for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipment, etc. The Purchaser/s agrees not to object or dispute the same. It is further expressly agreed that the Promoter shall have an irrevocable and perpetual right and be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof and the Purchaser/ the said Society shall not have any right or be entitled to any of the rents, profits and other compensation including any increase thereof or any part thereof. All the rents, profits and other compensation including any increase thereof shall solely and absolutely belong to the Promoter.

43. As stated herein, the Purchaser/s shall not, without the prior written consent of the Promoter, sell, give on license/ lease, transfer, mortgage, create charge etc. or otherwise deal with or dispose of the said Flat or any part thereof.
44. The Purchaser/s hereby grant/s his/her/their irrevocable consent to the Promoter mortgaging the Sale Premises, save and except the said Flat, being constructed thereon, to enable the Promoter to augment the funds for the development of the said property.
45. The Promoter shall complete the Project by 31st December, 2018 (“**the Project Completion Date**”) provided always that the Promoter shall be entitled to further extension of time for completion of the Project 1, if the completion of said Project is delayed on account of Force Majeure circumstances and / or Other Circumstances beyond the reasonable control of the Promoter. The “Other Circumstances” for the purpose of this Agreement, shall include but not be limited to:
- (i) Non-availability of steel, cement, other building material, water or electric supply;
 - (ii) War, Civil Commotion, fire, earthquake, flood, epidemic, labour controversy, riot, civil disturbance or act of God;
 - (iii) Failure or delay of any transportation agency or any other supplier of supplies, equipment, or other facilities related to the said property;
 - (iv) Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other Competent Authority or any Court, or Tribunal or any quasi-judicial body or authority;
 - (v) Economic downturn;
 - (vi) Any other act or event which is beyond the reasonable control of the Promoter including precarious financial condition of the Promoter and/or economic downswing in real estate or any other industry; and
 - (vii) Any circumstances or conditions or other causes beyond the control of or unforeseen by the Promoter or its agents including war, civil commotion, riot, strikes or agitation by the workers or labourers of the Promoter or the Contractor or suppliers.
46. Notwithstanding anything contrary to contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in future by the Promoter) and notwithstanding the Promoter giving any no objection/ permission for mortgaging the said Flat or creating any charge or lien on the said Flat and notwithstanding the mortgages/ charges/ lien of or on the said Flat, the Promoter shall have first and exclusive charge on the said Flat and all the right, title and interest of the Purchaser/s under this Agreement for recovery of any amount due and payable by the Purchaser/s to the Promoter under this Agreement or otherwise.
47. The Purchaser/s hereby nominates _____ having his/ her/ their address at _____ who is _____ of the Purchaser/s as his/her/their nominee in respect of the said Flat (“**the said Nominee**”). On the death and/or incapability of Purchaser/s, the said Nominee shall assume all the obligations of the Purchaser/s under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Purchaser/s shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Promoter shall only recognize the said Nominee or the nominee substituted by the Purchaser/s (only if such substitution has/have been intimated to the Promoter in writing) and deal with him or her in all matters pertaining to the said Flat. The heirs and legal representatives of the Purchaser/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the said Nominee. The Promoter shall at its discretion be entitled to insist on Probate/Succession Certificate/Letters of Administration and/or such other documents as the Promoter may deem fit, from such nominee. The nominee would be required to give an indemnity bond indemnifying the Owners/ Promoter as may be necessary and required by the Promoter.
48. The Purchaser/s hereby agrees to indemnify and keep indemnified, saved, defended and harmless the Promoter against any or all claims, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoter from or due to any breach by the Purchaser/s of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Purchaser/s in complying/performing his/her/their obligations under this Agreement.
49. All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by Registered Post A.D./Under Certificate of Posting/Courier or by hand delivery or by Fax, E-mail to the address of the addressee at his/her/their address hereinbefore mentioned.
50. A notice shall be deemed to have been served as follows:
- (i) if personally delivered, at the time of delivery

- (ii) if sent by courier, Registered (Post) A.D. or by Fax, E-mail at the time of delivery thereof to the person receiving the same

51. For the purposes of this transaction, the details of the PAN of the Promoter and the Purchaser/s are as follows:
- Promoter's PAN _____
 - Sole/ First Purchaser PAN _____
 - Second Purchaser PAN _____
52. The Parties hereto confirm that this Agreement constitutes the full agreement between the Parties hereto and supersedes all previous agreements, arrangements, understanding, writings, allotment, letters, brochures and/or other documents entered into, executed and/or provided.
53. No forbearance, indulgence or relaxation or inaction by the Promoter at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.
54. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Promoter
55. The Purchaser/s shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for allotment of the said Flat including on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Purchaser's account.
56. The Purchaser/s hereby declares that he/she/they has/have gone through this Agreement and all the documents related to the said property and the said Flat and has / have expressly understood the contents, terms and conditions of the same and the Purchaser/s after being fully satisfied has / have entered into this Agreement and further agrees not to raise any objection in regard to the same.

IN WITNESS WHEREOF the Parties have set and subscribed their respective hands and seals to these presents the day and year first hereinabove stated.

The First Schedule Above Referred To...A

All that piece or parcel of land or ground bearing CTS No.292 (part), 292/21 to 30 being lying and situate at village Pahadi, Taluka Borivali, District Mumbai Suburban admeasuring about 815.20 sq. meters or thereabouts and bounded as follows:

On or towards the East : By Road and Building No. 18 "Vedant"

On or towards the West : By Road and Building No. 16

On or towards the North : By Building No. 19&20

On or towards the South : By 40" wide public Road and Building No. 12 & 13

The Second Schedule Above Referred To
(Description of the common areas and facilities)

- (a) Staircase
- (b) Entrance Lobby
- (c) lift
- (d) CCTV in entrance lobby
- (e) Water tank located on the said Building.

The Third Schedule Above Referred To
List of Amenities:

Description of Amenities in the said Flat

1. Vitrified flooring.

- 2. Main entrance door with laminate finish.
- 3. Kitchen with vitrified flooring, granite kitchen platform with stainless steel sink, tiles on dado, provision for piped gas connection, electric points for (i) water purifier, (ii) refrigerator, (iii) exhaust and (iv) mixer grinder. Mahanagar pipe gas subject to availability/execution by MGL.
- 4. Bathroom with vitrified flooring, Dado up to door height, electrical points for exhaust and geyser. Sanitary Ware fixtures and CP fittings.
- 5. Internal wall finish shall be of Gypsum / Plaster, finished with paint.
- 6. Powder/Anodized coated aluminum sliding windows with granite frame sills.
- 7. Electrification shall be of concealed copper wiring, provisions for telephone point, lights points, fans points and TV points.
- 8. Intercom facility Point.

Signed, Sealed and delivered)
by the withinnamed "Society")
THE HIMBINDU CO-OPERATIVE)
HOUSING SOCIETY LTD.,)
Through the constituted Attorney)
Shri _____)
in the presence of: _____)
1. _____

Signed and delivered by the)
Withinamed the “Promoter”)
M/s. SAHAJANAND DEVELOPERS)
Through its Proprietor)
Mr.Jitendra S Brahmhatt)
PAN No. : AABPB 6748 H)
In the presence of)
1.)
2.)

Signed and delivered by the)
Withinamed the “Purchaser”)
Mr./Mrs./M/s. _____)
Mr./Mrs./M/s. _____)

In the presence of
1.
2.

RECEIPT

Received of and from the withinnamed Apartment purchaser/s sum of Rs._____/ -
(Rupees_____ only) by cheque No. _____
dt. _____ drawn on _____ being the earnest money/ deposit to be paid
by him/her/them to us as stated hereinabove.

Rs._____/ -
We say received
For M/s. SAHAJANAND DEVELOPERS
Sole Proprietor

Witnesses:
1.

Annexure A

Plan showing the said property

Annexure B

Property Registered Card in respect of the said property

Annexure C-1, C-2 and C-3

IOD, CC and NOC

Annexure D

Title Certificate

Annexure E

Floor plan of the said flat

Annexure F
Payment Schedule

- (j) Rs. _____/- (Rupees _____ Only) plus applicable taxes including GST, etc., as earnest money, on or before execution hereof;
- (k) Rs. _____/- (Rupees _____ Only) plus applicable taxes including GST, etc., on execution of agreement;
- (l) Rs. _____/- (Rupees _____ Only) plus applicable taxes including GST, etc., on completion of plinth;
- (m) Rs. _____/- (Rupees _____ Only) plus applicable taxes including GST, etc., on completion of _____;
- (n) Rs. _____/- (Rupees _____ Only) plus applicable taxes including GST, etc., on completion of _____;
- (o) Rs. _____/- (Rupees _____ Only) plus applicable taxes including GST, etc., on completion of _____;
- (p) Rs. _____/- (Rupees _____ Only) plus applicable taxes including GST, etc., on completion of _____;
- (q) Rs. _____/- (Rupees _____ Only) plus applicable taxes including GST, etc., on completion of _____;
- (r) Rs. _____/- (Rupees _____ Only) plus applicable taxes including GST, etc., on _____;