

On the letter head of the Firm

Date: _____

To,

Sub: Allotment of Flat/Shop bearing number _____ admeasuring _____
Sq. Mts. Carpet area on the _____ floor in _____ Wing of our proposed
buildings project known as “**CHARMS HILL**” at **Plot bearing Survey No
38, Hissa No 9, Gut No 83 , Village-Vangani, Tal.- Ambernath,
Dist.- Kalyan.**

Sir/Madam,

We are seized and possessed of or otherwise well and sufficiently entitled to plots
of land bearing **Plot bearing Survey No 38** situated at **Village-
Vangani, Tal.- Ambernath, Dist.- Kalyan.** We hereby assured you that
the title to the above mentioned plots of land and of the Buildings being
constructed thereon by us is marketable and free from all encumbrances,
claims and demands and we are entitled to deal with and dispose off the
premises comprised therein on Ownership Basis. The layout of the building
and the scheme of development thereof have been heretofore seen and
approved by you.

- 1) We have obtained the Commencement Certificate vide its reference No.-
**Commencement Certificate bearing number 193/2014,
Vangani/Taluka Ambernath/S No 38, dated 02/08/2014** for
construction of the buildings on the said plots of land from
Grampanchayat Vangani.
- 2) We intend to develop and construct our Real Estate project to be known as
‘CHARMS HILL ‘ consisting of **8 Wings**

comprising of Wing A & Wing B - Ground plus 3, Wing C – Stilt plus 3 & Wing D – Ground plus 2, Wing E – Ground plus 3, wing F – Stilt plus 3, Wing G – Stilt plus 3, Wing H – Ground plus 2 upper floors on the project land in accordance with **the** plans, designs and specifications approved by the concerned local authority.

- 3) Our Real Estate Project namely “**Charms Hill**” for is registered under the provisions of The Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at ____No.____.
- 4) As per your specific request vide your booking form dated____we hereby agree for **allotment of Flat/Shop to you in our proposed buildings Project known as “Charms Hill” bearing Flat/Shop No. _____admeasuring_____Sq. Mts. carpet area on the _____Floor**, as shown in the floor plan thereof hereto annexed and marked Annexure A **situated at Survey No.- 38, Village-Vangani Tal. -Ambernath, Dist.- kalyan, for a lump sum price of Rs. _____(Rupees _____Only) including Rs. _____(Rupees _____Only)** being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities appurtenant to the premises exclusive of service tax, VAT, GST, taxes, cess, legal charges, registration charges, stamp duty and cost of formation of the Society, cost of covered car parking.
- 5) You have paid to us a sum of Rs._____(Rupees _____ Only) (Not exceeding 10% of the total consideration) as advance payment or application fee and you shall pay to us the balance amount of Rs._____(Rupees _____ Only) in the following manner.

- i. Amount of Rs_____/- (.....) (not exceeding 30% of the total consideration) to be paid to us after the execution of Agreement.
- ii. Amount of Rs_____/- (.....) (not exceeding 45% of the total consideration) to be paid to us on completion of the Plinth of the building.
- iii. Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) to be paid to us on completion of the slabs including podiums and stilts of the building.
- iv. Amount of Rs.-/- (.....) not exceeding 75% of the total consideration) to be paid to us on completion of the wall, internal plaster, of the said Flat/Shop.
- v. Amount of Rs.-/- (.....) not exceeding 80% of the total consideration) to be paid to us on completion of the staircases, lift wells, lobbies upto the floor level of the said Flat/Shop.
- vi. Amount of Rs...../- (.....) (not exceeding 85% of the total consideration) to be paid to us on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat/Shop is located.
- vii. Amount of Rs...../- (.....) (not exceeding 85% of the total consideration) to be paid to us on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Flat/Shop is located.

- viii. Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Flat/Shop to you on or after receipt of occupancy certificate or completion certificate.

Time for payment of the aforesaid installments and all the amounts due and payable under these presents by you to us is of essence of the contract. If payment as stipulated herein above is not made then this allotment letter shall stand cancelled and the application fee/earnest money deposit shall remain forfeited.

- 6) You should submit the copies of PAN, Residence Proof along with the payments stipulated hereinabove.
- 7) The benefit of this letter of intent and matters of and incidental thereto cannot be directly or remotely transferred or assigned or disposed off by you without having obtained our prior written consent for the same. This letter does not give you any right in respect of the said Flat/Shop and is restricted only to an acknowledgement of your advance money or application fee for your proposal to purchase the said premises. The allotment will be confirmed in your favour through a registration of the Agreement for Sale in your favour only after fulfillment of the terms and conditions set-forth herein.
- 8) You shall, at your own costs and expenses, comply with all matters such as payment of stamp duty on the agreement(s), Deed(s) comprising the said transaction of sale/purchase of the said premises and register the same with the Registering Authorities concerned as required by provisions of law in that behalf for the time being in force.
- 9) You have expressly agreed, accepted and confirmed to pay to us immediately as and when demanded by us and/or to the appropriate authorities all the present/future/revised/ new property/Municipal Tax, Service Tax, Development charges, Education Cess, M-Vat, GST, W.C.T. Tax and/or any other levies, taxes, cess, surcharge, dues, duties, including 1% (One Percent) TDS etc. which may be called or demanded under name or

terminology or may become payable due to any change/amendment in the existing laws, policies, rules or due to implementation/enactment of any new laws/rules by the local bodies, State Government, Central Government or by any other competent authorities. You shall pay such amount in additions to any amount mentioned under the agreement for sale/letter or otherwise.

- 10) You are aware of your obligation to pay the further and other dues over and above the agreed consideration such as share money, expenses for maintenance charges, maintenance deposit, legal costs etc. and any additional amounts or deposits as determined by us as provided in Performa Agreement.
- 11) That Construction of the said Building is estimated to be completed on or before **31/12/2018**, subject to delay for reasons beyond our control or force majeure.
- 12) All notices/communications to be sent/served on you as contemplated in this letter shall deem to have been duly served if sent to you through electronic transmission, facsimile transmission or registered A.D. to your address given hereinabove. In case of any change in the address, you will intimate us accordingly otherwise all letters and correspondences shall be sent/communicated at the above address.
- 13) You have heretofore independently examined all aspects of our entitlement to the building and the scheme of development thereof and terms of allotment on Ownership Basis and in which behalf the documents/plans/sanctions/terms are perused and approved by you. This writing is merely a Letter of Intent to allot and is not and does not purport to be and shall not be construed or deemed to be an Agreement/Deed to Sell/Purchase which arrangement shall become operative only upon the happening of events hereinabove mentioned and not otherwise.

- 14) We hereby confirm that we have not agreed to sale the said premises to anybody else nor created any encumbrance on the said premises and the title thereof is clear and marketable.
- 15) This allotment shall be subject to **Ulhasnagar 2** jurisdiction only.
- 16) Kindly confirm the above by endorsing your signature/s at the foot of the duplicate hereof.

Thanking you.

Yours faithfully,

FOR M/S. Prime Developers

(Partners)

I /We confirm the above

(Purchaser /s)

VILLAGE : VANGANI
SURVEY NO. : 38
HISSA NO. : 9
GUT NO. : 83
BUILDING NAME : CHARMS HILL
FLAT & FLOOR :
WING :
AREA :SQ.FT (CARPET)
i.eSQ.MTRS
AGREEMENT VALUE :/-

AGREEMENT FOR SALE

THIS ARTICLE OF AGREEMENT FOR SALE, is made, entered and executed into on this day of 2017 at Vangani, Taluka Ambarnath, District Thane.

BETWEEN

M/S. PRIME DEVELOPERS, having address at Shop No. 02, Mangaldas, Sector 20, Plot No. 10, Kharghar, Navi Mumbai 410 210, through its Partners **SHRI.** Age years, occupation – Business, hereinafter referred to as “**THE PROMOTERS/BUILDERS**” (Which expression unless repugnant to the context shall means and includes the partner (s) of the said firm and/or the heirs, successors, executors, administrators and assigns of the last Surviving partner (s) etc OF THE **ONE PART**.

AND

SHRI/SOU......
Age years, Occupation - Service/Business, residing at
.....,
hereinafter referred to as “**THE PURCHASER (S)**” (Which expression unless repugnant to the context shall means and includes his/her/their heirs, executors administrators successors and assigns etc) OF THE **OTHER PART**.

WHEREAS,

- (a) Further **NALANDA CO-HOUSING SOCIETY is proposed society and (1) SOU. MADHUBALA MADHUSUDANAN NAIR, (2) SOU.**

RAJESHWARI AMMA KRISHNAN NAIR (3) SHRI. NURANI SHESHADRI HARIHARAN (4) SHRI. RAJESH JANESHWAR TYAGI (5) SHRI. ASHOK JAGATSINGH TYAGI (6) SHRI. LAXMAN VITTHALRAO WAGHMARE (7) SHRI. POPAT LALJI THORAT (8) SHRI. BHIMRAO LAXMAN KAMBLE alias BAVDEKAR (9) SHRI. KOUTIK SHIVRAM BASTE (10) SHRI. RAMESH KOUTIKRAO SONAWANE, are the members of the said society and they are the recorded Owners of the following piece and parcel of open Agriculture land of Village Vangani, Taluka Ambarnath, Dist Thane within the jurisdiction of Vangani Grampanchyat and within the limits of Registration District of the Thane and the Sub-Registration District of Ulhasnagar – 2 and more particularly described in the Schedule written hereunder for the sake of brevity referred to as the **"SAID PROPERTY".****ANNEXURE I IS THE COPY OF 7/12 EXTRACT OF THE SAID PROPERTY.**

VILLAGE	SURVEY NO.	HISSA NO.	GUT NO.	AREA	AKAR
Village Vangani, Taluka Ambarnath, Dist Thane	38	9	83	33 Gunthe i.e 3993sq.yards i.e 3300sq.mtrs	1-11

- (b) Further the said Owners have purchased the said property from **SOU. MANGALA GHANSHYAM NATU** by a Conveyance Deed dated 21.06.1996 duly registered on the same date under serial No. 1649/1996 at Sub - Registrar office Ulhasnagar.
- (c) Further One of the Co – Owner, **SHRI. NURANI SHESHADRI HARIHARAN** by an agreement dated 15.03.2002 sold his 1/10 share of the said property to **SOU. POOJA SANJAY DHOTRE**, further the said agreement is duly registered at Sub - Registrar office Ulhasnagar - 2, on the same date under serial No. 978/2002.
- (d) Further one of the Co – Owner, **SHRI. KOUTIK SHIVRAM BASTE** by an agreement dated 12.09.2002, sold his 1/10 share of the said property to **SHRI. JAYWANT BHIKAJI JADHAV**, further the said agreement is duly registered at Sub - Registrar office Ulhasnagar - 2, on the same date under serial No. 3648/2002, further the said **SHRI. JAYWANT BHIKAJI JADHAV** has expired on 29.10.2009 and **(1) SMT. PUSHPA JAYWANT JADHAV (2) SOU. AMRAPALI SUNIL SHELAR, (3) KUMARI. DEEPALI JAYWANT JADHAV (4) SOU. SONALI KALPESH TILAWAT, (5) SHRI. AJAY JAYWANT JADHAV,** are his legal heirs.
- (e) Further the said **NALANDA CO-HOUSING SOCIETY (proposed)** through its Member **(1) SOU.MADHUBALA MADHUSUDANAN NAIR, (2) SOU. RAJESHWARI AMMA KRISHNAN NAIR, (3) SHRI. NURANI SHESHADRI HARIHARAN, (4) SHRI. RAJESH JANESHWAR TYAGI, (5) SHRI. ASHOK JAGATSINGH TYAGI, (6) SHRI. LAXMAN**

VITTHALRAO WAGHMARE (7) SHRI. POPAT LALJI THORAT (8) SHRI. BHIMRAO LAXMAN KAMBLE alias BAVDEKAR, (9) SHRI. KOUTIK SHIVRAM BASTE (10) SHRI. RAMESH KOUTIKRAO SONAWANE, as the owners and (1) SOU. POOJA SANJAY DHOTRE, (2) SMT. PUSHPA JAYWANT JADHAV, (3) SOU. AMRAPALI SUNIL SHELAR, (4) KUMARI. DEEPALI JAYWANT JADHAV, (5) SOU. SONALI KALPESH TILAWAT, (6) SHRI. AJAY JAYWANT JADHAV as the confirming party by a Development Agreement dated 02.01.2012, duly registered on the same dated under serial No. UHN – 2 – 00029/2012, granted the Development Rights of the said property, in favour of the Promoters, M/S. PRIME DEVELOPERS, through its Partners (1) SHRI. SANJAY VITHALBHAI THAKRANI, (2) SHRI. SANJAY DHONDU BORGAONKAR.

- (f) Further the said owners, **NALANDA CO-HOUSING SOCIETY (proposed)** through its Member **(1) SOU. MADHUBALA MADHUSUDANAN NAIR, (2) SOU. RAJESHWARI AMMA KRISHNAN NAIR, (3) SHRI. NURANI SHESHADRI HARIHARAN, (4) SHRI. RAJESH JANESHWAR TYAGI, (5) SHRI. ASHOK JAGATSINGH TYAGI, (6) SHRI. LAXMAN VITTHALRAO WAGHMARE (7) SHRI. POPAT LALJI THORAT (8) SHRI. BHIMRAO LAXMAN KAMBLE alias BAVDEKAR, (9) SHRI. KOUTIK SHIVRAM BASTE (10) SHRI. RAMESH KOUTIKRAO SONAWANE,** also for carrying out the construction of the said property executed a Power of Attorney dated 02.01.2012, duly registered on the same dated under serial No. UHN – 2 - 00030/2012, in favour of the Promoters/Builders, **M/S. PRIME DEVELOPERS,** through its Partners **(1) SHRI. SANJAY VITHALBHAI THAKRANI, (2) SHRI. SANJAY DHONDU BORGAONKAR.**
- (g) Further the Promoters **M/S. PRIME DEVELOPERS** is Partnership Firm duly formed on 19.12.2011 by and between **(1) SHRI. SANJAY VITHALBHAI THAKRANI, (2) SHRI. BHARAT GOVIND VASANI (3) SHRI. SANJAY DHONDU BORGAONKAR (4) SHRI. VIOND AMBALAL PATEL (5) SHRI. JOHN MATHEW (6) SHRI. BHARAT PRAHALAD SHAH (7) SHRI. DHIRAJ GOVIND PATEL (8) SOU. KALPANA NAVIN PATEL (9) SOU. NEHA BHARAT VASANI (10) SHRI. DEEPAK DINESH SHAH (11) SHRI. MANOJ AMRUTLAL FIFADRA.**
- (h) Further the said Agriculture land is converted into Non - Agriculture purposes from the office of Collector of Thane vide their order bearing No. **MAHASUL/K-1/T-14/NAP/SR-137/12, (229/12) 253/13 dated 24.12.2014.**
- (i) Further the Promoters amalgamated the said properties for development by carrying out the construction of multi storied buildings upon it.
- (j) Further the Promoters have enter into the standard agreement with Architect registered with the council of Architects and such agreement is as per the prescribed agreement by the council of Architects. The Promoters /Builders have also appointed a structural Engineer for the preparation of structural designs and drawing of the said building and the Promoters /Builders have accepted the

professional supervision of the said Architect and Structural Engineer till the completion of the said building.

- (k) The copy of the 7/12 Extract showing the name of the owners as the Owners of the said land annexed hereto.
- (l) AND WHEREAS Promoter are entitled and enjoined upon to construct buildings on the project land in accordance with the recital hereinabove;
- (m) AND WHEREAS the Promoter is in possession of the project land.
- (n) AND WHEREAS the Promoter has proposed to construct on the project land under their project named and marketed as **“CHARMS HILL”** (hereinafter referred to as **“the said Complex”**) on the said land bearing Survey No. 38 Hissa No. 9, Gut No. 83, admeasuring about 3300sq.mtrs, lying and situated at Village Vangani, Taluka Ambarnath, Dist Thane (more particularly set out and described in the **‘FIRST SCHEDULE’** written hereunder)
- (o) AND WHEREAS as per the sanction plans the Promoter has constructed and developed the following of buildings viz. Eight wings, part stilt plus Ground plus Three upper floors and Ground plus Two uppers floors.
- (p) AND WHEREAS while sanctioning the said plans, Collector – Thane has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the promoters while developing the said land and the said buildings, which shall have to be duly observed and performed.
- (q) AND WHEREAS Allotted/s is/are offered **Flat bearing No. _____ on _____ Floor (along with the said Flat)** (hereinafter referred to as the **“SAID FLAT”**) **in the Wing “_____” of Building/Complex Known As “CHARMS HILL”** (hereinafter referred to as the **“SAID COMPLEX”**) **which is to have total carpet area of _____ Sq.Mtrs.** constructed in the phase of said project by the Promoter.
- (r) AND WHEREAS the Promoter has entered into a Standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
- (s) AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no. _____ Authenticated copy is attached in Annexed “F”.
- (t) AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings

and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/ buildings.

- (u) AND WHEREAS by virtue of the Deed of Conveyance the promoter has sole and exclusive right to sell the Flats (Apartments) in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the Allottee(s)/s of the Flats (Apartments) to receive the sale consideration in respect thereof;
- (v) AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, deigns and specification prepared by the Promoter's Architects **MRS. AARTI V. JAMGAONKAR** and of such other documents as are specified under the Real Estate (Regulation and Development) Act. 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;
- (w) AND WHEREAS the authenticated copies of Certificate of Title issued by the Advocate of the Promoter, authenticated copies of extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Flats (Apartment) are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B; respectively.
- (x) AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked a Annexure C-1.
- (y) AND WHEREAS the authenticated copies of the sanctioned plans of the building by the Promoter and according to which the construction of the building and open pace are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2.
- (z) AND WHEREAS the authenticated copies of the plans (Floor Plan) of the Flat agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure D.
- (za) AND WHEREAS the Promoter has got some of the approvals from the concerned local authority (s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.
- (zb) AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which

only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

- (zc) AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.
- (zd) AND WHEREAS the Allottee has applied to the Promoter for allotment of **Flat No. On Floor in Wing situated in the Project known as “CHARMS HILL”** being constructed in the said Project.
- (ze) AND WHEREAS the carpet area of the said Flat is square meters and “carpet area” means the net usable floor area of Flat (Apartment), excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Flat.
- (zf) AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- (zg) AND WHEREAS, prior to execution of these presents the Allottee has paid to the Promoter a sum of **Rs./- (Rupees Only)**, being part of the flat agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.
- (zh) AND WHEREAS, the promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at _____ no, _____.
- (zi) AND WHEREAS under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Flat (Apartment) with the Allottee, being in fact these present and also to register said Agreement under the Registration Act, 1908.
- (zj) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Flat and the garage/covered parking (if applicable)

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

1. The Promoter shall construct the said building/s consisting of
Wings and ground and upper floors on the project land
in accordance with the plan, deigns and specifications a approved by
the concerned local authority from time to time. Provided that the
Promoter hall have to obtain prior consent in writing of the Allottee in
respect of variations or modifications which may adversely affect the
Flat of the Allottee except any alteration or required by any
Government authorities or due to change in law

1.1 (i) The Allottee hereby agrees to purchase from the Promoter and the
Promoter hereby agrees to sell to the Allottee **Flat No. of**
Carpet Area admeasuring Sq. meters on of
Floor of Building/Complex, known as **“CHARMS HILL”** in
“ ” wing (hereinafter referred to as “the Flat”) a shown in
the Floor plan thereof hereto annexed and marked Annexure C-1 and
C-2 for the consideration of **Rs./- (Rupees**
..... Only) including **Rs./-**
(Rupees Only)
being the proportionate price of the common areas and facilities
appurtenant to the premises, the nature, extent and description of
the common areas and facilities which are more particularly
described in the Second Schedule annexed herewith.

(ii) The Allottee hereby agrees to purchase from the promoter and the
Promoter hereby agrees to sell to the Allottee Flat bearing Nos. _____
situated at _____ Ground and stilt and Upper Floor being
constructed in the layout for the consideration of **Rs./-**
(Rupees Only).

(iii) The Allottee hereby agrees to purchase from the promoter and
the Promoter hereby agrees to sell to the Allottee covered parking
space bearing Nos._____ situated at _____ Ground and stilt and
..... Upper Floor being constructed in the layout for the
consideration of **Rs./- (Rupees Only) .**

1.2 The total aggregate consideration amount for the Flat (Apartment)
including garage/covered parking paces is thus **Rs./-**
(Rupees Only).

1.3 The Allottee has paid on or before execution of this agreement a sum
of **Rs./- (Rupees Only)** i.e. 10% of
the total consideration as advance payment or application fee and
hereby agrees to pay to that Promoter the balance amount of **Rs.**
...../- (Rupees)

..... **Only**) in the following manner :-

- i. Amount of **Rs.**/- (**Rupees** **Only**) i.e. 20% of the total consideration to be paid to the Promoter after the execution of Agreement.
- ii. Amount of **Rs.**/- (**Rupees** **Only**) i.e. 15% of the total consideration to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Flat I located.
- iii. Amount of **Rs.**/- (**Rupees** **Only**) i.e. 25% of the total consideration to paid to the Promoter on completion of the slabs including podiums and tilt of the building or wing in which the said Flat is located.
- iv. Amount of **Rs.**/- (**Rupees** **Only**) i.e. 5% of the total consideration to be paid to the Promoter on completion of the walls, internal plaster, flooring doors and indows of the said Flat.
- v. Amount of **Rs.**/- (**Rupees** **Only**) i.e. 10% of the total consideration to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat.
- vi. Amount of **Rs.**/- (**Rupees** **Only**) i.e. 10% of the total consideration to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces, with waterproofing of the building or wing in which the said Flat (Apartment) I located.
- vii. Amount of **Rs.**/- (**Rupees** **Only**) i.e. 5% of the total consideration to be paid to the Promoter on completion of the lift, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of the areas appertain and all other requirement as may be prescribed in the Agreement of sale of the building or wing in which the said Flat is located.
- viii. Balance Amount of **Rs.**/- (**Rupees** **Only**) against and at the time of handing over of the possession of the Flat (Apartment) to the

Allottee on or after receipt of occupancy certificate or completion certificate.

- 1.4. The total price above exclude Taxes (consisting of the tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of land carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Flat (Apartment).
- 1.5 The Total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost or levies imposed by the competent authorities etc. the Promoter hall enclosed the said notification/order/rule/regulation published/ issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.6 The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ _____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of the rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing detail 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 Allotte 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 Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter hall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments hall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 1.8 The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head (s) of dues against lawful outstanding, if any, in his/her under any head(s) of dues against

lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

- 2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations if any, which may have been imposed by the concerned local authority at the time sanctioning the said plans or thereafter and shall, before handing over possession of the Flat (Apartment) to the Allottee, obtain from the concerned local authority occupancy and/ or completion certificate in respect of the Flat (Apartment).
- 2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Flat (Apartment) to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above ("Payment Plan").
- 3. The Promoter hereby declares that the Floor Spaces Index available as on date in respect of the project land is square meters only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums 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 said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Flat (Apartment) based on the proposed construction and sale of Flats (Apartments) 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.
- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Flat (Apartment) to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under

the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

- 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/ her proportionate share of taxes levied by concerned local authority and other outgoing) and on the allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice the at the end of such notice period, promoter shall be entitled to terminate this Agreement.

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

5. The fixtures and fitting with regard to the flooring and sanitary fittings and amenities like one or more lifts with particularly brand, or price range to be provided by the Promoter in the said building and the Flat (Apartment) as are set out in Annexure 'E', annexed hereto.
6. The Promoter shall give possession of the Flat (Apartment) to the Allottee on **or before 31.10.2017. If** the Promoter fails or neglects to give possession of the Flat (Apartment) to the Allottee on account of the reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Flat (Apartment) with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat (Apartment) on the aforesaid date, if the completion of building in which the Flat (Apartment) is to be situated is delayed on account of –

- (i) war, civil commotion or act of God;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 Procedure for taking Possession – the Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the allottee as per the agreement shall offer in writing the possession of the Flat (Apartment), to the Allottee to the Allottee in terms of this Agreement to be taken within 3 (Apartment), to the Allottee in terms of this Agreement to be taken within 3 (Three months from the date of issue of such notice and the Promoter shall give possession of the Flat (Apartment) to the Allottee. The Promoter agrees and undertakes to indemnify the allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Flat (Apartment) within 15 days of the written notice from the Promoter to the Allottee intimating that the said Flats (Apartments) are ready for use and occupancy:

7.3 **FAILURE OF ALLOTTEE TO TAKE POSSESSION OF FLATS/ SHOPS (APARTMENTS) :**

Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the Flat (Apartment) from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Flat (Apartment) to the Allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Flat (Apartment) to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Flat (Apartment) or the building in which the Flat/ Shop (Apartment) are situated or any defects on account of workmanship, quality or provision of service then whenever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. The Allottee shall use the Flat (Apartment) or any part thereof or permit the same to be used only for purpose of residence/office/showroom/godown for carrying on any industry or business. (strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.
9. The Allottee along with other allottee(s) of Flats (Apartment) in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose from also time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration on the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed .Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee so as to enable the Promoter to register the common Organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association as may be required by the Registrar of Co-operative societies or the Registrar Of Companies, as the case may be, or any other Competent Authority.
 - 9.1 The Promoter shall, within three months of registration of Society or Association or Limited Company, as aforesaid, cause to be transfer to the society or Limited Company all the rights, title and the interest of the Vendor/Lessor/Original Owner/ Promoter and/or the owners in the said structure of the building or wing in which the said Flat (Apartment) is situated.
 - 9.2 The Promoter shall, within three months of registration of the federation/apex body of the societies or Limited Company, as aforesaid cause to be transferred to the Federation/Apex body all the right, title and the interest of the Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.
 - 9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Flat (Apartment) is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share [i.e. in proportion to the carpet area of the Flat (Apartment)] of outgoing in respect of the project land and Buildings namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government Water charges, insurance, common lights, repairs and salaries of clerks bill collectors, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers, and all other expenses necessary and incidental to the management and maintenance of the project land and building/s.

Until the society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs./- per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/ assignment of lease of the structure of the building or wings is executed in favour of the society or a Limited Company as aforesaid. On such conveyance /assignments of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:-
 - (i) Rs. for share money, application entrance fee of the society or Limited Company/ Federation/Apex body.
 - (ii) Rs...../- for formation and registration of the Society or Limited Company/ Federation/Apex body.
 - (iii) Rs./- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body.
 - (iv) Rs./- for deposit towards provisional monthly contribution towards outgoing of Society or Limited Company/ Federation/Apex body.
 - (v) Rs./- for Deposit towards water, Electric and other utility and services connection charges &
 - (vi) Rs./- for deposits of electrical receiving and Sub Station provided in Layout.
11. The Allottee shall pay to the Promoter a sum of Rs./- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/ Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apes Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter the Allottee's share of stamp duty and registration charges

payable, by the said society or Limited Company on conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building/ wing of the building. At the time of the registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottee share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

- i. The Promoter has clear and marketable title with respect to the project land; as declares in the title report annexed to the agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project land and said building/wings are valid and subsisting have been obtained by following due process of law, Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times remain to be in compliance with all applicable laws in relation to the Project, Project land, Building/Wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Flat (Apartment) which will, in any manner affect the rights of Allottee under this Agreement;
 - viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat (Apartment) to the Allottee in the manner contemplated in this Agreement
 - ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
 - x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other minies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever payable with respect to the said project to the competent Authorities;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order notification (including any notice for requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Flat (Apartment) may come, hereby covenants with the Prompter as follows:-
- i. To maintain the Flat (Apartment) at the Allottee's own cost in good and tenantable repair and condition from te date that of possession of the Flat (Apartment) is taken and shall not do or suffer to be done anything in or to the building in which the Flat (Apartment) is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat (Apartment) is situated and the Flat (Apartment) itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the Flat (Apartment) any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat (Apartment) is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat (Apartment) is situated, including entrances of the building in

which the Flat (Apartment) is situated and in case any damage is caused to the building in which the Flat (Apartment) is situated or the Flat (Apartment) on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- iii. To carry out his own cost all internal repairs to the said Flat (Apartment) and maintain the Flat (Apartment) in the same condition, state and order in which it was delivered by the promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Flat (Apartment) is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Flat (Apartment) or any part thereof, not at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat (Apartment) or any part thereof nor any alteration in the elevation and outside Colour scheme of the building in which in Flat (Apartment) is situated and shall keep the portion, sewer, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the flat (Apartment) is situated and shall not chisel or in any other manner cause damage to column, beams, walls, slabs, o RCC, paradise or other structural members in the flat (Apartment) without the prior written permission of the Promoter and/or the Society or the limited company.
- v. Not to do or permit to be done any act or thing which render void or voidable any insurance of the project land and the building in which the Flat (Apartment) is situate or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat (Apartment) in the compound or any portion of the project land the building in which the Flat (Apartment) is situated.
- Vii. Pay to the promoters within fifteen days of demand by the promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the flat (Apartment) is situated.

- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of use of the flat (Apartment) by the Allottee for any any purpose for which I s sold.
- ix. The Allottee shall not let, sub-let transfer, assigns or part with interest or benefit factor of this Agreement or part with the possession of the flat (Apartment) unit all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulation which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alteration or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats /Shops (Apartment) therein and for the observance and performance of the Building Rules, Regulation and Bye- laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/ Apex Body/ Federation regarding the occupancy and use of the Flat (Apartment) in the Building and shall pay and contribute regularly and punctually toward the taxes, expense or other out- going in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the building in which Flat (Apartment) is situated is executed in favour of Society/ Limited Society, the Allottee shall permit the Promoter and their surveyor and agents, With or without workmen and other, at all reasonable time, to enter into and upon the said buildings or any part thereof to vie and examine the state and condition thereof.
- xii. Till a conveyance of the project land on which the building in which Flat (Apartment) I situated is executed in favour of Apex Body or Federation the Allottee shall permit the promoters and their surveyor and agents, With or without workmen and other, at all reasonable time, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- 15. The Promoter shall maintain a separate account in respect of ums received by the Promoter from the Allottee a advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charge and shall utilize the amount only for the purpose for which they have been received.
- 16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats/Shops (Apartment) or of the said Plot and building or any part thereof. The Allottee hall have no claim save except in respect of the

Flat (Apartment) hereby agreed to be sold to him and all open spaces, parking paces, lobbies staircases, terraces recreation space, will remain the property of the Promoter until the said structure of the building is transferred to the Society/ Limited Company or other body and until the project land is transferred to the Apex Body/ Federation as hereinbefore mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

18. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payment due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the allottee and secondly, appear for registration of the same before concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(S) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub- Registrar for its registration as and when intimated by the promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) day from the date from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the without any interest or compensation whatsoever.

19. This Agreement, along with its schedules and annexure, constitute the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/ plot/building, as the case may be.

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent allottees of the (Apartment/Plot) in case of a transfer, as the said obligation go along with the (Apartment/plot) for all intents and purposes.

22. **SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rule and Regulations made there under or other applicable laws, such provisions of the Agreement shall be deemed amended deleted in so far as reasonably inconsistent with purpose of this Agreement and to the extent necessary to conform to Act or the Rule and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. **MEHTOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that Allottee has to make any payment, in common with other Allottee(S) in Project, the same shall be in proportion to the carpet area of the (Apartment/plot) to the total carpet area of all the Flats/shops (Apartment) in the Project.

24. **FURTHER ASSURANCE**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other action, in additions to the instruments and action specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. **PLACE OF EXECUTION**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in
After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at

26. The Allottee and /or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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

Name of Allottee
(Allottee' Address).....
.....
Notified Email ID :.....
M/s. Promoter name:
a partnership Firm Through
its partner
having its office at:
.....
Notified Email ID:.....

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered post failing which all communication and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

28. **JOINT ALLOTTEE**

That in case there are Joint Allottee all communication shall be ent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as property served on all the Allottees.

29. Stamp Duty and Registration : The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

30. Dispute Resolution : Any dispute between parties shall be settled amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. **GOVERNING LAW**

That the right and obligation of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the law of india for the time being in force and the court will have the jurisdiction for this Agreement.

THE FIRT SCHEDULE ABOVE REFERRED TO:

(Description of the Property)

That piece of land lying being and situated at situated at Village Vangani, Taluka-Ambernath, District-Thane, Maharashtra: within the local limit of Vangani Grampanchayat bearing

Survey No.	Hissa No.	Gut No.	Area (sq.mtrs)	Asst.
38	9	83	3300sq.mtrs	1R-11Paise

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Description of the said FLAT)

All that

Flat No.	
Wing	
Floor	
Area	 sq.mt. carpet area as per Maha RERA Act, 2016 along with Maharashtra rule and regulation 2017.
Exclusive facility	Enc. Balcony adm..... sq.mts. F.B. area adm..... sq.mts. Open Terrace.....

IN WITNESS WHERTEOF the parties have set and subscribed their respective hands and seals to this writing on the day and the year first hereinabove mentioned.

SIGNED, SEALED AND DELIVERED BY)
withinnamed **THE PROMOTERS/**)
BUILDERS M/S. PRIME DEVELOPERS)
through its Partner)
MR.)

AND

SIGNED, SEALED AND DELIVERED BY)
withinnamed **PURCHASERS**)
.....)

in the presence of)

WITNESSESS:-

1. NAME :

ADD :

2. NAME :

ADD :

RECEIPT

RECEIVED of from the Flat Purchaser/ Allottee above named the sum of Rs/- (Rupees..... only) by cheque in following manner:

Date	Amount	Cheque No./Cah	Name of Bank

In Regarding Flat No..... on..... floor of Building Wing “.....” of complex known a “CHARMS HILL” which is to have Total carpet area of sq.Mtrs, constructed, Survey No. 38 Hissa No. 9, Gut No. 83, admeasuring about 3300sq.mtrs, Situated at Village Vangani, Tal- Ambernath, Dist- Thane within local limit of Vanganai Grampanchayat being the sum of earnest part payment paid to us as within mentioned.

Rs...../-

I Say Received

Sign

THE PROMOTER

Witness :

Sign

1.Name :

R/at:

.....

PAN CARD NO.....

Sign

2.Name :

R/at:

.....

PAN CARD NO.....

ANNEXURE

LIST OF AMENITIES

FLOORING

- 2' X 2' flooring for entire Flat

KITCHEN :

- Granite platform with stainless steel sink.
- Ceramic tiles dado above kitchen platform up to beam bottom.

BATH/WC:

- Concealed plumbing with good quality fitting.
- Hot & cold water mixer in both bathroom
- Designer tile in Bathroom up to beam bottom.
- Ceramic flooring Bath & WC.
- Good Quality Aluminum louvers in Bath & WC.

DOOR:

- Main Door with decorative laminate finish & internal wooden flush door.
- Marble frame for all the doors of Bathroom & WC.
- Backlit/Pvc doors for Bathroom & WC.
- Wooden doors frame for other Room.

WINDOWS:

- Powder coated Aluminum sliding window in living Room Bed Room & Kitchen.
- Marble sill all the windows.

ELECTRICAL

- Concealed copper wiring with modular Switches.
- Telephone & Cable Point in Living Room.

WALL/FINISH

- Internally good quality Distemper paint for entire flat/& Semi Acrylic paint on External wall

DECLARATION

I, Aged Year,
Occu-..... Residing at: Do hereby declare that,

1. That I have Purchase Flat No., on the Floor, Wing..... Building known as “**CHARMS HILL** ” Which is to have..... sq. Mtr Carpet area in the housing complex known “”
2. I do hereby state , I shall not object and give permission to builder to change plan and elevation of building as per proposed wing to be constructed and also permission for applied for revised construction permission from concerned authority. And obtain the revised permission for construction of additional structures, additional building as well as certain buildings consisting of shopping and commercial premises/basement and in such event, the open spaces, marginal spaces, garden area, common amenities of the entire scheme of construction will vary.
3. I do hereby state that, the builder shall full right to change, modify, alter, amend the building plans, open spaces, garden space, common amenities from time to time. And amalgamation of adjoining plot and also obtained necessary permission from concerned authority.
4. I am aware that are several buildings in the said entire complex and it shall be the sole option and Discretion of the promoters and builders for formation and registration of the cooperative housing society either building-wise jointly or severally and further discretion for execution of conveyance. I agree and assure to pay the common charges in respect of the internal road, street lights, garden maintenance, beautification charges, common electric meter charges and water connection charges for the common amenities and/or any other common amenity charges in the said entire scheme of construction as and when demanded by the promoters and/or concern body/committee.
5. I do hereby state that, In future if required builder can use TDR, FSI and do the change in plan built the proposed wing (plan and as elevation can be change we have committed for all
6. I do hereby state that, All the warranty of the building according RERA rules stands for the RCC structure only not for fixture.
7. I do hereby state that, Issue of the Lift warranty stands by the lift manufacture company. Builder shall not libel for same.

- 8. All items physically shown to the completed flats are full n final. The builder is not bound to give extra fitting as per customer request extra changes the extra fitting can be provide accordingly.
- 9. That I shall abide each and every regulation laid by Co-Operative housing Society of the said Complex.
- 10. I hall not take any objection if any agent, attorney or any authorize person of the builder/promoter construct rest of the building in the said complex.
- 11. I shall not take any objection for construction of rest of the building and shall not put hurdle if the trucks of building material, water tanker etc. passes by the common Road from our building. Further, due to construction work if there is any problem of noise pollution, dust, etc. We shall co-Operate the said promoter/ Builder and not take any objection for the same.
- 12. I say that I here by authorize that any agent, attorney, sub-developer, workman, electrician etc. can carry out the work assign by the said builder/promoter to him in the said complex. And We shall not take any objection for the same.
- 13. I shall not take any objection or not forced builder/promoter regarding completion of common facility if any of the said before completion of entire complex.
- 14. I do hereby state I shall not forced builder to register conveyance deed in favour of C.H.S. of our Society Till the entire project is completed, and all the Flats/Shops/garage etc. are sold out and the C.H.S. of entire Complex.
- 15. I do hereby state that I shall not lodge any complaint against builder/promoter in case of any minor inconvenience caused to u for construction of rest of building in complex.
- 16. I do hereby state that all the above mentioned is binding upon me and I shall not breach in any terms and condition therein.

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(FLAT PURCHAER)

Witness :

Sign

1.Name :

R/at:

.....

PAN CARD NO.....

Sign

2.Name :

R/at:

.....

PAN CARD NO.....