

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") is made and executed at Mumbai on this day of in the year Two Thousand and Seventeen;

BETWEEN

M/s. NIRVANA LIFESTYLE VENTURES, (Pan no. AAKFN3435A) a Partnership firm registered under the Partnership Act, 1932, having its partners viz 1) Mr. Pravinkumar Jugalkishore Agarwal 2) Punit Pravinkumar Agarwal 3) Shri. Bharat Balu Kor 4. Shri. Sarkar Shivaji Nimbalkar and having its registered office at – **5th Floor, Nirvana Realty, Opp City Mall, Andheri (West), Mumbai – 400 053** hereinafter referred to as "**THE OWNERS/DEVELOPERS/PROMOTERS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include all present & future Partners of the firm and their respective heirs, executors, administrators, their successors in title and permitted assigns of the last surviving Partner) of the **FIRST PART**

AND

1. **MRS. _____ (PAN NO. _____)** Age – __, Occupation – _____, adult, Indian inhabitant, residing at – _____
2. **MRS. _____ (PAN NO. _____)** Age – __, Occupation – _____, adult, Indian inhabitant, residing at – _____

hereinafter referred to as "The Allottee"(which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his/her/their heirs, legal executors, administrators, and assignees) of the **SECOND PART**.

WHEREAS by and under an agreement dated 26-07-2013 registered at Sub-Registrar office, Wada, Dist. Thane (now Part of Palghar District) under Serial No. 2229 dated 23-10-2013 executed between Mr. Pramod Gajanan Bhoir & Mr. Sanjay Madhav Rikame "**SELLER**" of an agricultural land admeasuring 1H-77R bearing old Survey No.61-7/2, of revenue village – Gates Budruk, Tal - Wada, Dist.- **AND** the Owners/Developers, the "**SELLER**" granted a full, irrevocable rights of the said freehold agricultural land to the Owners/Developers and now the said land is now is owned and possessed by M/s. NIRVANA LIFESTYLE VENTURES (Owners/Developers).

AND ALSO WHEREAS by and under an agreement dated 18-12-2013 registered at Sub-Registrar office, Wada, Dist. Thane under Serial No. 2636 dated 18-12-2013 executed between Mr. Bramha Durgads Jeet, Mr. Ram Mulchand Bhatiya, Mrs. Rekha Ram Bhatia, Mr. Sundeep Ram Bhatia & Mr. Sudhir Ram Bhatia "**SELLERS**" of an agricultural piece of lands admeasuring 1H-23R, admeasuring 1H-89R, admeasuring 2H-40R and admeasuring 1H-51R bearing old Survey No.61-5, old Survey No.61-1, old Survey No.73-1/2 and old Survey No.73-2/1 respectively of revenue village – Gates Budruk, Tal - Wada, Dist.- Thane **AND** the Owners/Developers, the "**SELLERS**" granted a full, irrevocable rights of the said freehold agricultural land to the Owners/Developers and now the said land is now is owned and possessed by M/s. NIRVANA LIFESTYLE VENTURES (Owners/Developers).

AND WHEREAS in pursuance of the aforesaid Purchase Agreements the said the Owners/Developers herein i.e. M/s. NIRVANA LIFESTYLE VENTURES became absolute owners of the said piece of lands admeasuring H-8-R80-P consist of survey nos. 61-7/2, 61-5, 61-1, 73-1/2 & 73-2/1 of revenue village – Gates Budruk, Tal - Wada, Dist.- Thane, (hereinafter referred to as “**Larger Property**”) and more particularly described in the **First Schedule** hereunder written

AND WHEREAS thereafter, pursuant to the right, the Owner/Developer the said M/s. NIRVANA LIFESTYLE VENTURES has applied and obtained Non Agricultural (N.A.) Residential purpose permission & obtained lay out plan for the “Larger Property” admeasuring H8-R80-P0 from the Addl. Collector of Thane having its office at Jawhar, Dist. Thane.

AND WHEREAS of the aforesaid application made by the Owners/Developers, the Addl. Collector of Thane on 31-7-2014 vide its letter Sr. No. Revenue/division1/T-2/ NAP/SR-89/14 had sanctioned lay-out plans and given all the necessary permission for the Non Agricultural Residential use of the said “Larger property” wherein the said larger property is divided into 1 to 120 plots and wherein internal roads, gardens, Amenity Space, open spaces etc. are permitted to be developed on and into said Larger property (hereinafter referred to as the “**Project**”) known as “**WOLLYWOOD PHASE IV**”.

AND WHEREAS Assistant Director of Town Planning, Thane, have recommended all plans, specification, designs, elevation of the said project for Residential purpose & bungalows and buildings to be constructed on the said Larger property vide its letter/order no.1777 dated 30/07/2014.

AND WHEREAS the Developers herein are absolutely seized and possessed of or otherwise well and sufficiently entitled to develop and dispose it off by way of sale, mortgage and gift the said property and enter into Agreement for Sale, Deed of Conveyance with the prospective Allottee of the said property.

AND WHEREAS Mr. Pramod G. Bhoir, Advocate had conducted their due diligence on the Owners title to the Property & have issued a Certificate of Title dated October 14, **2014** thereby certifying the Owners’ title to the Property, copy of which is annexed and marked as **Annexure “[A]”**.

AND WHEREAS the Owners/Developers herein will develop, dispose &/or assigned in future the balance property of the “Large Property” in phases as per the future plans.

AND WHEREAS The Owners/Developers has informed the Allottee that the Owners/Developers have entered into / will be entering into separate agreements with other Allottees for the sale/allotment of Bungalow/Bungalows being constructed on the Property.

AND WHEREAS the Allottee being fully satisfied in respect of the title to the Property and all permissions, plans etc. and all the representations made by the Owners/Developers and rights of the Owners/Developers to develop the Property, has approached the Owners/Developers and applied for allotment of **Single Bungalow** admeasuring _____ square feet built up area equivalent to _____square meters on **Plot No. __** hereinafter for brevity sake referred to as the said **Twin/Single Bungalow** to be / being constructed on **Plot No __** a portion of the Property and more particularly described in the **THIRD SCHEDULE** hereunder written and shown in the layout plan annexed hereto and marked as **Annexure “[B]”** along with an exclusive amenity attached to the Bungalow /s being **[__]** car parking space/s more particularly described in the **THIRD SCHEDULE** hereunder written. The **Twin/Single Bungalow** and the Car Parking Space and attached garden area are hereinafter collectively referred to as “**the Premises**”.

AND WHEREAS The Owners/Developers has agreed to sell and allot to the Allottee the Twin/Single Bungalow on ownership basis and the Allottee has agreed to purchase from the Owners/Developers the Bungalow/s for a total consideration of Rs._____/-(Rupees_____only) and on the terms and conditions as hereinafter appearing. The Owners/Developers are

aware that the Car Parking Space is/are an exclusive amenity attached to the Bungalow for his / her / their exclusive use and that Twin/Single Bungalow and the Car Parking Space shall at all times be held by the Allottee as one composite unit.

AND WHEREAS The Allottee hereby expressly confirms that he / she has entered into this Agreement with full knowledge, implication, effect etc. of various terms and conditions contained in the documents, plans, orders, schemes including the rights and entitlements available to and reserved by the Owners/Developers contained in this Agreement.

AND WHEREAS It is clarified by the Owners/Developers that the building plans and the lay out plans though approved by the Collector of Thane/Palghar & it's subordinates the Assistance Director of Town Planning, and/or municipal authority and/or any other concerned authority are tentative and are liable to be changed and / or revised or amended as per the requirements of the Owners/Developers and / or as may be ultimately approved / sanctioned by the said authorities and other concerned public bodies and authorities. The Owners/Developers reserves the right to do so without obtaining any consent / permission / approval from the Allottee and this right of the Owners/Developers is acknowledged and accepted by the Allottee.

AND WHEREAS The rights of the Allottee under this Agreement, unless otherwise specified, are restricted to the Bungalow hereby agreed to be purchased by the Allottee from the Owners/Developers as stipulated herein.

AND WHEREAS the Allottee prior to execution of this Agreement has been given indication about the outgoings, taxes, maintenance and management expenses in respect of the said Bungalow which would be applicable on and from the date of Owners/Developers giving the possession of the said Twin/Single Bungalow .

AND WHEREAS the Promoter has entered into a standard agreement with its Architects, viz Deepak Hiremath & Associates (hereinafter referred to as the Architect) who are registered with Council of Architecture and such agreement is as per the agreement as per the agreement prepared by the Council of Architecture, and the Promoter has appointed a structural engineer for the 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 said project.

AND WHEREAS the Allottee/s herein have demanded from the promoter and the promoter has given inspection to the Allottee/s of all the documents of the title relating to the said project described in the schedule II hereunder written and also the plans, designs and specifications of the said building prepared by the architect and of such other document as our specified under the Real Estate (Regulation and Development) Act 2016 hereinafter referred to as the " Said Act") and rules and regulations made there under. After the Allottee/s enquiry the promoter herein has requested the Allottee/s to carry out independent search by appointing his/her/their own attorney/advocate and to ask any queries, he/she/they have regarding the marketable title and rights and authorities of the promoter. The Allottee/s has/ have satisfied himself/herself/themselves in respect of market able title and rights and authorities of the Promoter herein. That the allottee has given his specific confirmation herein that the responsibility of the title of the said land be on the Developer Up and until the conveyance of the said project and said land there under.

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or 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 Twin/single bungalows are constructed or are to be constructed have been annexed hereto and marked as **Annexure 'A' and 'B'**, respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure C-1**.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the Bungalow and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure C-2**.

AND WHEREAS the copy of the proposed layout and the proposed Twin/single bungalow in the said project showing future proposed development as disclosed by the developer in the registration before the RERA authority and further discussions on the website as mandated by the developer have been annexed hereto and marked as **Annexure C2**.

AND WHEREAS the clear block plan showing the project which is intended to be constructed and to be sold and the said Bungalow which is intended to be bought by the allottee is in this said project which is clearly demarcated and marked which is for the purposes of this agreement of this project in which the Bungalow stated that the allottee intends to purchase and the allottee shall have the right to claim the same for is marked as **Annexure C3**.

AND WHEREAS the authenticated copies of the plans and specifications of the Twin/single bungalow agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure D**

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 Twin/single bungalow and shall obtain the balance approvals from various authorities from time to time, so as to obtain Completion Certificate or Occupancy Certificate of the said Twin/Single Bungalow

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 Twin/Single Bungalow and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Twin/Single Bungalow shall be granted by the concerned local authority.

AND WHEREAS the Promoter has in compliance with rules, regulations and restrictions of the concerned local authority which are to be observed and performed by the promoter while constructing/developing the said project has accordingly commence construction/development of the same.

AND WHEREAS the Allottee has agreed to purchase the said Twin/Single Bungalow based on going through all the conditions stated in the sanctioned plan by the respective competent authorities and have further confirmed that all such conditions shall be bound and abided by the allottee strictly.

AND WHEREAS the Allottee on confirmation of accepting all the conditions of the sanctioned plans by the competent authority, has further stated that if any conditions have been imposed on the said project which are contrary to the prevalent laws/rules/ regulations under which the sanctioned plan have been given shall not be binding on the allottee and that the allottee shall not hold the developer responsible for such contrary conditions.

AND WHEREAS the Allottee has independently made himself aware about the specifications provided by the promoter and he is aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings of the same.

AND WHEREAS the Allottee has been shown the conditions of the contracts with the vendors/contractors/manufacturers and workmanship and quality stands or products/fittings and fixtures as agreed between promoter and the vendors and on independently verifying the same the allottee has now agreed to the same as conditions mentioned in these contracts and that the allottee agrees to abide by the same failure of which shall absolve the promoter to that extent.

AND WHEREAS the Promoter has registered the said project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at Maharashtra On _____ under registration no _____ have been annexed and marked as **Annexure F**.

The Allottee has applied to the Promoter for allotment of Twin/Single Bungalow situated in the said project to be known as "**Wollywood Phase IV**". The carpet area of the said Twin/Single Bungalow is _____sq. mtrs.

AND WHEREAS, the Allottee/s prior to execution of these presents has paid to the Promoter a sum of Rs _____ (Rupees _____) only, being part payment of the sale price of the Twin/single bungalow agreed to be sold by the Promoter to the Allottee/s as advance payment or deposit (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has agreed to pay the remaining price of the Twin/single bungalow as prescribed in the payment plan as may be demanded by the Promoter within the time and manner specified therein.

AND WHEREAS subject to otherwise agreed, reserved and provided herein, the Promoter has agreed to sell and the Allottee/s hereby agrees to purchase the Twin/Single Bungalow and the garage/closed parking (if any).

AND WHEREAS, being in fact these presents and also to register said Agreement for sale under the Registration Act, 1908, the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this presents.

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;

And that the allottee has not given any third party any rights to enforce this said agreement unless the said Twin/Single Bungalow is transferred to them.

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

1. CONSTRUCTION OF THE PROJECT/ BUNGALOW:-

The Promoter shall construct the said Twin/Single Bungalow "**Wollywood Phase IV**" on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Twin/Single Bungalow of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1(a) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee said Twin/Single Bungalow bearing No.____ of carpet area admeasuring _____sq.mtrs in the said project “**Wollywood Phase IV**” as shown in the Floor plan for the consideration of Rs._____/ - including Rs._____/ - being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common/limited common areas and facilities, which are more particularly described in the **Second Schedule annexed** herewith.

1 (b) The Allottee/s agrees and understands that timely payment towards purchase of the said Twin/Single Bungalow as per payment plan/schedule hereto is the essence of the Agreement. The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) as advance payment or earnest money or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. _____ (Rupees _____) in the following manner :-

1(c)

Sr No	Payment Slabs	%	Amount
1.	Upon agreement (not exceeding 30% of total consideration)		
2.	Completion of Plinth work (not exceeding 45% of total consideration)		
3.	Completion of 1 st Slab (not exceeding 70% of total consideration)		
4.	Completion of 2 nd Slab (not exceeding 75% of total consideration)		
5.	Completion of Brickwork (not exceeding 80% of total consideration)		
6.	Completion of Plaster work (not exceeding 85% of total consideration)		
7.	Completion of Flooring work (not exceeding 95% of total consideration)		
8.	Upon possession		
	Total	100	

1(d) The total price above excludes Taxes consisting of tax paid or payable by the Promoter by way of GST which may be levied, in connection with the construction of and carrying out the said Project payable by the promoter up to the date of handing over the possession of the Twin/Single Bungalow.

1(e) The total price is escalation free, save and except increases which the Allottee hereby agrees to pay, 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 from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities,

the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. The promoter may charge all allottee separately for any upgradation/changes specifically requested or approved by the allottee in fittings, fixtures and specifications and any other facility which have been done on the allottees request or approval but which have not been agreed upon herein or as shown in the website of the registered authority.

- 1(f)** The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Twin/Single Bungalow 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 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 the Allottee within forty-five days with annual interest at the rate specified in the rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to the Allottee, the promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in clause 1 (a) of this Agreement.

The Promoter herein on due date/or on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing or by digital E-MAIL to the Allottee and the Allottee shall make payment of such due amount to the Promoter within seven days from date of receiving such intimation. The Allottee herein specifically agrees that he/she/they shall pay the aforesaid amount along with the GST without any delay along with each instalment.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the promoter, within the stipulated times as mentioned in the Payment Plan through A/C Payee cheque/demand draft or online payment in favor of _____ payable at _____ -

3. ADJUSTMENT/APPROPRIATION OF PAYMENTS:-

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 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.

4. INTEREST ON UNPAID DUE AMOUNT

Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on due dates, the Allottee shall be bound and liable to pay interest as per Clause 38 of this Agreement.

5. OBSERVATIONS OF CONDITIONS IMPOSED BY LOCAL/PLANNING AUTHORITY

- 5.1** The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Twin/single bungalow to the Allottee, obtain Part / Full occupation and/or completion certificates in respect of the Twin/single bungalow.
- 5.2** Time is essence of the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Twin/single bungalow to the Allottee 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) hereinabove. (Payment Plan).

6. DISCLOSURE AS TO FLOOR SPACE INDEX

- 6.1** The Promoter hereby declares that the Floor Space Index available as on date in respect of the said land is [REDACTED] sq. mtrs and Promoter has planned to utilize Floor Space Index of [REDACTED] sq. mtrs 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 Developmental control regulation or based on expectation of increased FSI which may be available in future on modification to Developmental control regulations, which are applicable to the said project. The promoter has disclosed the Floor Space index of [REDACTED] sq mtrs as proposed to be utilized by him on the project land in the said project and Allottee has agreed to purchase the said Twin/single bungalow based on the proposed construction and sale of bungalows 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.

7. POSSESSION OF THE BUNGALOW

- 7.1** The Promoter shall give possession of the Twin/single bungalow to the Allottee on or before..... day of20___. If the Promoter fails or neglects to give possession of the Twin/single bungalow to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Twin/single bungalow with interest at the same rate as may mentioned in the clause 10 herein below 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 Twin/single bungalow on the aforesaid date, if the completion of Twin/single bungalow 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.

8. PROCEDURE FOR TAKING POSSESSION :-

The Promoter, upon obtaining the occupancy certificate from Gram panchayat and after obtaining NOC from Gram panchayat shall offer in writing the possession of the (Twin/single bungalow), to the Allottee in terms of this Agreement to be taken within 15 (fifteen) days from the date of issue of such notice and the Promoter shall give possession of the Twin/single bungalow 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 Allottee, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 15 (fifteen) days of receiving the occupancy certificate of the Project.

8.1. The Allottee shall take possession of the Twin/single bungalow within 15 (fifteen) days of the Promoter giving written notice to the Allottee intimating that the said Twin/single bungalow is ready for use and occupation.

9. FAILURE OF THE ALLOTTEE TO TAKE POSSESSION OF THE BUNGALOW :-

Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the Twin/single bungalow 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 Twin/single bungalow 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, property tax, electricity charges and other expenses and outgoing in respect of the said Twin/single bungalow and the Promoter shall not be liable for the maintenance, wear and tear of the said Twin/single bungalow.

10. COMPENSATION

That the allottee has given his specific confirmation herein that the responsibility of the title of the said land on the Developer up and until the conveyance of the said Twin/single Bungalow and the said land thereunder.

Except for occurrences of the events, herein above, if the promoter fails to complete or is unable to give possession of the Twin/single bungalow (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuation of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable on demand to the allottee/s; in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return to the total amount received by him in respect of the Twin/single bungalow, with the interest at State Bank of India's highest Marginal Cost of Lending Rate plus 2 percent per annum within 30 days in the manner as provided under the Act.

11. TERMINATION OF AGREEMENT

Without prejudice to the right of promoter to charge interest in terms of clause 38 below, 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 .

Provided that, Promoter shall give notice of 15 (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 then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the 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 instalments of sale consideration of the Twin/single bungalow which may till then have been paid by the Allottee to the Promoter. Delay in issuance of any reminder/s or notices from the Promoter shall not be considered as waiver of Promoter absolute right to terminate this agreement. For whatsoever reason/s if the Allottee/s herein, without any default or breach on his/her/their part desire to terminate this agreement/transaction in respect of the said Twin/single bungalow then the Allottee/s herein shall issue a prior written notice to the Promoter as the intention of the Allottee/s and on such receipt of notice the Promoter herein shall be entitled to deal with the said Twin/single bungalow with prospective buyers. After receipt of such notice of intention to terminate this agreement the Promoter shall issue a 15 (fifteen) days notice in writing calling upon him/her/them to execute and register Deed of cancellation. Only upon the execution and registration of Deed of Cancellation the Allottee/s shall be entitled to receive the refund of consideration, subject to terms of his agreement

It is specifically agreed between the parties hereto that, if the transaction in respect of the said Twin/single bungalow between the Promoter and Allottee/s herein terminated as stated in sub-para herein above written then all the instruments under which whatsoever head executed between the parties hereto or between the Promoter and Allottee/s herein, in respect of the said Twin/single bungalow, shall stand automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

12. DEFECT LIABILITY

If within a period of five years from the date of handing over the Twin/single bungalow to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Twin/single bungalow or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

The Allottee shall use the Twin/single bungalow or any part thereof or permit the same to be used only for the purpose of residence. He shall use the garage or parking space only for the purpose of keeping or parking vehicle

13. FORMATION OF ORGANIZATION OF BUNGALOW HOLDERS

The Allottee along with other allottee(s) of Bungalows shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws 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 organisation 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.

The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the Twin/single bungalow are constructed.

14. PAYMENT OF TAXES, CESSSES, AND OUTGOINGS ETC:-

Within 15 days after notice in writing is given by the Promoter to the Allottee that the Twin/single bungalow is ready for use and occupation, the Allottee shall be liable to bear and pay the proportionate share i.e. in proportion to the floor area of the Twin/single bungalow of outgoings in respect of the said land namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Twin/single bungalow. Until the Society admit the Allottee as a member, 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.4.00 per sq ft (Rupees Four per sq ft) 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 handing over the management/charge of the structure of the Twin/single bungalow in favour of the said Society. Thereupon after adjustment of the deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the said Society. The Allottee undertakes 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. It is agreed that the non payment or default in payment of outgoings on time by Allottee shall be regarded as the default on the part of the Allottee and shall entitle the Promoter to terminate this Agreement in accordance with the terms and conditions contained herein.

15.DEPOSITS BY THE ALLOTTEE/S WITH THE PROMOTER :-

The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts;

I	Rs. 500	Non-refundable share money, application, entrance fee of the Organization/ Apex body .
ii	Rs.5000	Non-refundable legal charges at the time of possession/conveyance of the project whichever occurs earlier excluding the legal charges paid or payable on completion of registration of Twin/single bungalow.
iii	Rs. 5000	Non-refundable for Organization/ Apex body formation charges.
iv	Rs. [nil]	Non-refundable deposit towards infrastructure charges etc.
v	Rs. Actual	Being Club House yearly subscription fees.+ Service tax from operation and subsequently in advance for the first year of operation.
vi	Actual.	Deposit for water, electricity or other deposits

15.1. The Allottee shall pay to the Promoter a sum of Rs.5000 as mentioned above in the table for meeting all legal costs, charges and expenses including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with the formation of the society, or Limited company, or Apex 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.

15.2 At the time of registration of conveyance or Lease of the structure of the Twin/single bungalow, the Allottee shall pay to the promoter, the Allottees' share of stamp duty and registration charges payable by the said society or Limited company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Twin/single bungalow. At the time of registration of conveyance or Lease of the project Land, the Allottee shall pay to the promoter, the Allottees' 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.

15.3 It is agreed in respect of amounts mentioned in Clause (i) to (vi) above, the Owners/Developers is not liable to render accounts, however for the amount collected under other heads, the Owners/Developers shall hand over the deposits or balance thereof, if any, to the Organization as aforesaid. In the event of any additional amount becoming payable, the Allottee shall forthwith on demand pay and deposit the difference to the Owners/Developers. The aforesaid amount/deposit shall not carry any interest.

16. 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 Twin/single bungalow under construction as declared in the title report annexed to this Agreement and the Promoter has the requisite rights to carry out development upon the said land and also has actual, physical and legal possession of the said land for the implementation of the Project.
- (ii)** The Promoter has lawful rights and require 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 said project.
- (iv)** There are no litigations pending before any Court of Law with respect to the said building 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, said Twin/Bungalow are valid and subsisting and have been obtained by following due process of Law. Further all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, said building/Bungalow 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, Twin/Bungalow 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 said Land, including the Project and the said Twin/single bungalow 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 Twin/single bungalow to the Allottee in the manner contemplated in this Agreement.
- (ix)** At the time of execution of conveyance deed of the Twin/single bungalow to the Society the Promoter shall also handover lawful, vacant, peaceful physical possession of the common areas of the structure to the Association of the Allottee.
- (x)** The Promoter has duly paid and shall continue to pay and discharge undisputed Governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the Competent Authorities.

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

17. COVENANTS AS TO USE OF SAID BUNGALOW: -

The Project and the said Project name shall not be changed at any time by the Allottee or the Organization without the prior written consent of the Owners/Developers. Upon and after receipt of obtaining the possession letter, the Allottee shall use the Premises or any part thereof or permit the same to be used only for residential purposes. The Allottee shall use the Twin/single bungalow or any part thereof or permit the same to be used only for the purpose for which the same is allotted. The Allottee agrees not to change the user of the Premises without prior consent in writing of the Owners/Developers and any unauthorized change of user by the Allottee shall render this Agreement voidable at the option of the Owners/Developers and the Allottee in that event shall not be entitled to any right arising out of this Agreement.

The Allottee/s of himself/themselves with intention to being all persons into whosoever is hands the Twin/single bungalow may come, hereby covenants with the Promoter as follows;

(i) To maintain the Twin/single bungalow at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Twin/single bungalow is taken and shall not do or suffer to be done anything in or to the Structure in which the Twin/single bungalow is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Structure in which the Twin/single bungalow is situated and the Twin/single bungalow itself or any part thereof without the consent of the local authorities, if required.

(ii) Not to store in the Twin/single bungalow any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Twin/single bungalow or storing of which goods is objected to by concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the common passages or any other structure of the Twin/single bungalow and in case any damage is caused to the Twin/single bungalow 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 at his own cost all internal repairs to the said Twin/single bungalow 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 Twin/single bungalow which may be contrary to the rules and regulations and bye-laws of the concerned local authority and/or other public authority. In the event of the Allottee committing any act in contravention to the above provision, the Allottee shall be responsible and liable for the consequences thereof to concerned local authority and/or other public authority.

(iv) Not to demolish or cause to be demolished the Twin/single bungalow or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Twin/single bungalow or any part thereof, nor any alteration in the elevation and outside colour, scheme of the Twin/single bungalow and shall keep the portion, sewers, drains and pipes in the Twin/single bungalow 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 Twin/single bungalow and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Twin/single bungalow without the prior written permission of the Promoter and/or the Society

(v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the Twin/single bungalow 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 Twin/single bungalow in the compound or any portion of the said Twin/single bungalow in the compound or any portion of the said land in which the Twin/single bungalow is situated.

(vii) Not to close or permit to be closed verandas or balconies of the Twin/single bungalow / said Project or change the external color scheme or the pattern of the color of the said Project; not to change exterior elevation or the outlay of the said Project / Twin/single bungalow;

(viii) Not to fix any grill to the said Project / Twin/single bungalow or windows except in accordance with the design approved by the Owners/Developers;

(ix) Allottee shall not do or suffer to be done anything on the Property or the said Project / Twin/single bungalow which would be forbidden or prohibited by the rules of the concerned government authorities. In the event, the Allottee commits any acts or omissions in contravention to the above, the Allottee alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Owners/Developers in that behalf;

(x) Not to hang cloths, garments or any other item or things from the balcony, windows or terrace or any other place appurtenant to the said Project / Twin/single bungalow, save and except in the areas designated for the said purpose;

(xi) Not to keep flower-vase/s, &/or flower pot/s, &/or kitchen garden &/or potted plants outside the said Project/ Twin/single bungalow /premises on the parapet or chhaja or outside the balcony/terrace of the Twin/single bungalow or outside the windows of the Twin/single bungalow or outside of the Twin/single bungalow or in the common area of the said Project; and

(xii) Not to encroach upon or make use of any portion of the said Project not agreed to be acquired by the Allottee.

(xiii) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or give water, electricity or any other service connection to the Twin/single bungalow.

(xiv) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by concerned local authority and/or government and/or other public authority, on account of change of user of the Twin/single bungalow by the Allottee to any purposes other than for purpose for which it is sold.

(xv) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Twin/single bungalow until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and only if the Allottee had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee has intimated in writing to the Promoter and obtained the written consent of the Promoter for such transfer, assign or part with the interest etc.

(xvi) The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time or protection and maintenance of the said Twin/single bungalow therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the Twin/single bungalow and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

(xvii) Till a conveyance of the project land on which the Twin/single bungalow is executed in favour of said Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land or any part thereof to view and examine the state and condition thereof. These covenants shall be binding and operative even after the formation of the Organization.

18.1. The Allottee hereby agrees to grant to the Owners/Developers, all the facilities, assistance and co-operation as the Owners/Developers may reasonably require from time to time even after the Owners/Developers has delivered possession of the Premises to the Allottee, so as to enable the Owners/Developers to complete the scheme of development of the Property.

18.2 The Allottee confirms that the Owners/Developers has given full, free and complete inspection of documents of title in respect of the Property and the Allottee confirms that he has entered into this Agreement after inspecting all relevant documents and the Allottee has inspected the Title Certificate dated 14th october 2014 of Mr. Pramod G Bhoir, Advocate and the Allottee undertakes not to raise any objection and/or requisition on the title of the Owners/Developers to the Property.

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

18.4 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in Law, of the said Twin/single bungalows or of the said plot and building or any part thereof. The Allottee shall have no claim, save and except in respect of the Twin/single bungalow 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 until the said PROJECT is handed over to the Society.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement the Promoter shall not mortgage or create a charge on the Twin/single bungalow 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 Twin/single bungalow.

20. 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 payments due as stipulated in the Payment Plan within 30 days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 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 7 days 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 Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

This Agreement, along with its Schedules, constitutes the entire Agreement between the parties with respect to the subject matter hereof and superseded 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 Twin/single bungalow/building, as the case may be.

22. RIGHT TO AMEND:

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES

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

24. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made 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.

25. METHOD OF CALCULATION OF PROPORTONATE SHARE OF PAYMENTS WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee in Project, the same shall be the proportion which the carpet area of the Twin/single bungalow bears to the total carpet area of all the Twin/single bungalow in the Project.

26. FURTHER ASSURANCES

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

27. 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, Sub Registrar of Wada, Palghar 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 Wada, Palghar. Hence this Agreement shall be deemed to have been executed at Konkan.

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.

28. NOTICES:-

That all notices 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

or notified Email ID at their respective address specified below.

_____ Name of the Allottee.

Address

Notified Email ID:

M/s. Nirvana Lifestyle Ventures

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 communications 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.

29. JOINT ALLOTTEES

That in case there are joint Allottees all communications shall be sent 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 properly served on all the Allottee.

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

31. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Laws of India for the time being in force and

the Courts at Mumbai will have the Jurisdiction for this Agreement. The Parties are assessed by Income Tax Department as under:

The Promoter : PAN NO.

The Allottee : PAN NO.

32. DEFINITIONS AND INTERPRETATION:

Definitions:

In this Agreement, unless repugnant to the context, the following terms shall have the following meanings:

- (a) "Agreement"** shall mean this Agreement for Sale together with Schedules and Annexure hereto and any other deed and /or document executed in pursuance hereof.
- (b) "Apex Body"** shall mean the Apex Body to be formed in the manner contemplated herein above in Clause 13.
- (c) "Approvals"** shall mean all licenses, permits, approvals, sanctions and consents obtained/ to be obtained from the competent authorities to develop the Property and/or the Project including but not limited to approved plans for the same and those licenses, permits and consents mentioned in the recitals hereto.
- (d) "Carpet Area"** shall mean shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee, or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.
- (e) "Common Areas and Facilities"** shall mean the common areas and amenities as are available to and /or in respect of the Premises / said Buildings Project, as the case may be and more particularly mentioned in **Annexure "[C]"** annexed hereto.
- (f) "Contribution"** shall mean the amounts payable by the Allottee in respect of the Premises towards all deposits, water connection charges, electricity charges, betterment charges, gas connections charges, internet connection deposits, telephone connection deposits, Service Tax Charges, LBT, GST, MVAT charges, any other taxes, levies, cess or call by any other name etc.
- (g) "FSI"** means Floor Space Index (including the fungible and / or premium FSI) as defined under the DCR.
- (h) "Liquidated Damages"** shall mean an amount equivalent to **20 %** of the Total Consideration as defined under this Agreement.
- (i) "Project"** shall mean the construction and development of the Property to be known as WOLLYWOOD PHASE IV.

- (j) **“Restricted Area and Facilities”** shall mean the area and facilities more particularly mentioned in **Annexure “[D]”** annexed hereto.
- (k) **“Said project”** shall mean residential bungalows, residential buildings comprising of [9] buildings being constructed on the Property and any other bungalows, plots or further buildings either residential and/or commercial being or proposed to be constructed or developed on the Property. The term said Project shall also include the amenity or service or such other building or structures or otherwise required to be constructed by the Developer/Owner.
- (l) **“Sanctioning Authorities”** means the Collector of Thane/Palghar & its sub-ordinates, Director of Town planning, and/or Municipal authority and/or any other concerned authority.
- (m) **“the Bungalow** means **Twin/Single Bungalow No. ____ and ____** admeasuring **000.00** square feet carpet area equivalent to **00.00** square meters (hereinafter referred to as **“The Twin/Single Bungalow”** of the said Project known as **‘Wollywood Phase IV’** more particularly described in the **THIRD SCHEDULE** hereunder written and shown delineated by a [RED] colored boundary line on the floor plan annexed hereto and marked as **Annexure “[B]”**.
- (n) **“the Premises”** means the Bungalow.
- (o) **“the Property”** means admeasuring approximately 14,901.35 square meters on which the Project is to be constructed by the Owners/Developers for free sale and more particularly described in the **SECOND SCHEDULE** hereunder written.
- (p) **“Total Consideration”** shall mean the amounts payable/agreed to be paid by the Allottee for purchase of the Bungalow to the Owners/Developers as set out in Clause 1(a) (b) (c) above.
- (q) **“Organization”** shall mean the ultimate organization to be formed in the manner contemplated in Clause 13 here above.
- (r) **“TDR”** means Transferable Development Rights as defined under the DCR.

33. INTERPRETATION AND CONSTRUCTION:

Unless the context otherwise requires:

- a. All references in this Agreement to statutory provisions shall be construed as meaning and including references to:-

- (i)** Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
- (ii)** All statutory instruments or orders made pursuant to a statutory provision; and
- (iii)** Any statutory provision of which these statutory provisions are a consolidation, re-enactment or modification.
 - b.** Any reference to the singular shall include the plural and any reference to the plural includes the singular, and words imparting the masculine gender shall include the feminine gender and neutral gender and vice versa.
 - c.** The expression “month” and “year” shall be to the calendar month and calendar year.
 - d.** Reference to ‘days’ or ‘dates’ which do not fall on a working day, shall be construed as reference to the day or date falling on the immediately subsequent working day.
 - e.** References to person(s) shall include body(ies) corporate, unincorporated association(s), partnership(s), trusts, Hindu undivided family(ies), sole proprietorship concern(s) and any organization or entity, whether incorporated or not.
 - f.** The headings in this Agreement are for convenience of reference only and shall not be taken into consideration in the interpretation or construction thereof.
 - g.** Any reference to a clause, sub-clause or schedule is reference to the clause, sub-clause or schedule hereto.
 - h.** References to recitals, clauses, schedules and annexure unless expressly provided shall mean reference to recitals, clauses, schedules and annexure of this Agreement and the same shall form an integral part of this Agreement.
 - i.** Any reference to the words “hereof,” “herein”, “hereto” and “hereunder” and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein.
 - j.** The words “include” and “including” are to be construed without limitation. Any reference to the masculine, the feminine and the neutral shall include each other.
 - k.** The Allottee confirms and warrants that the Liquidated Damages is a genuine pre-estimate of the loss or damage that is likely to be suffered by the Owners/Developers on account of breach of the terms of this Agreement by the Allottee. The Liquidated Damages is also arrived at having regard to the cost of construction, the cost of funds raised by the Owners/Developers, the ability or inability of the Owners/Developers to resell the Premises, among

others. The Allottee waives his right to raise any objection to the payment or determination of Liquidated Damages in the manner and under the circumstances set out herein.

- I. In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a working day, then the period shall include the next working day.

The Owners/Developers and the Allottee are hereinafter, for sake of brevity and wherever the context so requires, individually referred to as “**Party**” and collectively referred to as “**Parties**”

34. PLANS:

- a. The Owners/Developers shall construct the said Project on the Property forming part of the Project known as “**WOLLYWOOD PHASE IV**” in accordance with the plans, drawings, designs and specifications currently approved by the Sanctioning Authorities.
- b. The Allottee hereby gives his express consent to the plans, drawings, designs and specifications for the said Project and to such modification as may be required to be made to the same as the Owners/Developers may consider necessary or as may be required by the Sanctioning Authorities / the Government to be made in them. This shall operate as an irrevocable consent of the Allottee to the Owners/Developers for carrying out such changes in the building plans, drawings, designs and specifications.

35. OBLIGATIONS OF THE OWNERS/DEVELOPERS:

The Owners/Developers shall construct the said Project in accordance with the plans, designs, specifications that are approved by the Sanctioning Authorities and with such variations and modifications as the Owners/Developers may consider necessary and/or convenient and/or as may be required by the Sanctioning Authorities and/or any other concerned authority/s to be made by them. The Owners/Developers shall be entitled to make such changes in the building/s plans as may be required by the Sanctioning Authorities and as the Owners/Developers may from time to time determine and as may be approved by the Sanctioning authorities and the Allottee hereby agrees to the same. This shall operate as an irrevocable consent of the Allottee to the Owners/Developers for carrying out construction as per the proposed plans and such changes in the building/s plans as may be necessary for the effective fulfillment of the same. It is clarified that in the event, the final area of the twin/Single Bungalow is more than the area agreed to be provided, the Allottee agrees and undertakes to pay additional consideration to the Owners/Developers for such excess area on pro rata basis, based on the Total Consideration stated in Clause 1 (a) (i) above. The price of the twin/Single Bungalow is based on the price of the building materials such as cement, steel, bricks, timber etc. and labor charges ruling as on to-day, however, during the progress of work, increase in the price of any of these materials used in the construction work and/or labor charges takes place on account of any reason statutory or

otherwise the cumulative effect of such increase as assessed by the Owners/Developers' architect shall be debited to the Owners/Developers' account who shall pay the same on demand. The decision of the Owners/Developers in this regard shall be final and binding on the Allottee. The increased incidents may be charged and recovered by the Owners/Developers from the Allottee with any one or more installments or separately. The Allottee hereby agrees and undertakes to pay such amounts to the Owners/Developers within 7 (seven) days from the receipt of the demand in writing in that regard, time being the essence.

The Owners/Developers agrees to observe, perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the Sanctioning Authorities at the time of sanctioning the plans or thereafter and shall before handing over possession of the twin/single Bungalow to the Allottee, obtain from the concerned authority the occupation certificate in respect of the twin/single Bungalow.

The Owners/Developers hereby agrees that it shall, before handing over possession of the twin/single to the Allottee and in any event before causing execution of the lease of the Property in favor of the Organization to be formed by the Allottees of premises in the said Project that may be constructed on the Property make full and true disclosure of the nature of its title to the Property as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the Property and shall as far as practicable, ensure that the Property is free from all encumbrances and shall complete its title to the Property so as to cause the lease of the Property in favor of the Organization.

36.LOAN AGAINST THE PREMISES & SECURITIZATION OF THE TOTAL CONSIDERATION:

- a. It is hereby further expressly agreed that notwithstanding that the Allottee approaches / has approached any bank / financial institution / or any other lender (hereinafter referred to as "**the Lender**") for availing of a loan in order to enable the Allottee to make payment of the Total Consideration or part thereof in respect of the Premises to the Owners/Developers and/or mortgaged / mortgages the Premises with the Lender (which is to be subject to issuance by the Owners/Developers of a no-objection letter in favor of the Lender) for repayment of the loan amount, it shall be the sole and entire responsibility of the Allottee to ensure that the timely payment of the Total Consideration or the part thereof and/or the amounts payable hereunder. Further, the Owners/Developers shall not be liable or responsible for the repayment to the Lender of any such loan amount or any part thereof taken by the Allottee. All costs in connection with the procurement of such loan and mortgage of the Premises and payment of charges to the Lender shall be solely and exclusively borne and incurred by the Allottee. Notwithstanding the provisions hereof, it is clarified that until all the amounts (including Total Consideration, Contribution, outgoings and maintenance charges and property tax and other taxes) payable hereunder have not been paid, the Owners/Developers shall have a lien on the Premises to which the Allottee has no objection and hereby waives his right to raise any objection in that regard.
- b. The Allottee hereby expressly agrees that so long as the aforesaid loan remains unpaid/outstanding, the Allottee, subject to the terms hereof, shall not sell, transfer, let out and/or deal with the Premises in any manner

whatsoever without obtaining the prior written permission of the Owners/Developers and the Lender. The Owners/Developers shall not be liable or responsible for any of the acts of omission or commission of the Allottee which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Allottee to inform the Organization / Apex Body about the lien / charge of such Lender and the Owners/Developers shall not be liable or responsible for the same in any manner whatsoever.

- c. The Allottee shall indemnify and keep indemnified the Owners/Developers and its successors and assigns from and against all claims, costs, charges, expenses, damages, actions and losses which the Owners/Developers and its successors and assigns may suffer or incur by reason of any action that the Lender may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Allottee of the terms and conditions governing the said loan in respect of the Premises. Notwithstanding the provisions hereof, the Allottee hereby agrees and undertakes that the Owners/Developers shall have first lien/charge on the Premises towards all the claims, costs, charges, expenses and losses etc. of the Owners/Developers and the Allottee further undertakes to reimburse the same to the Owners/Developers without any delay, default or demur.
- d. The Allottee hereby accords/grants his irrevocable consent to the Owner / Builder / Developer to securitize the Total Consideration and/or part, thereof and the amounts receivable by the Owner / Builder / Developer hereunder and to assign to the Banks / Financial Institutions the right to directly receive from the Allottee the Total Consideration / or part thereof hereunder. The Allottee agrees and undertakes, upon receipt of any such intimation in writing by the Owner / Builder / Developer to pay without any delay, demur, deduction or objection to such Bank / Financial Institutions, the Total Consideration or part thereof and/or the amount payable herein. The Owner / Builder / Developer covenants that the payment of such balance consideration or part thereof in accordance with the terms hereof, by the Allottee to the Bank / Financial Institutions, shall be a valid payment of consideration or part thereof and discharge of his obligations hereunder.

37. COMMON AREAS AND RESTRICTED AREAS:

37.1 It is expressly agreed that the Allottee shall be entitled to the Common Areas and Facilities appurtenant with the twin/single bungalow and the nature, extent and description of such Common Areas and Facilities are mentioned in the **Annexure "[C]"** annexed hereto. It is hereby agreed that the Owners/Developers shall be entitled to allot different areas, garden area, basement, terraces, open spaces, parking spaces or otherwise and other spaces within the Property to one or more person/s of its choice for the use, enjoyment and/or occupation of such persons as an exclusive amenity attached to the premises purchased by such persons and the Allottee shall not object to the same for any reasons whatsoever. It is hereby agreed that the areas mentioned in the **Annexure "[C]"** annexed hereto are under the heading of Common Areas and Facilities only and shall be common facilities and the Owners/Developers shall be entitled to declare all other areas as restricted, exclusive or reserved areas

and facilities including those mentioned in the **Annexure "[D]"** annexed hereto and alienate and dispose off the same in such manner as the Owners/Developers think fit and proper at its discretion.

37.2 The Owners/Developers has informed the Allottee that a club house will be constructed on the Property in due course of time as and when the owner/developer plan to build the same and the same will be equipped with various amenities and facilities for the use of all members of the Organization in accordance with the rules and regulations of the club house. The Allottee shall be inducted/admitted as member of the club as mentioned hereunder:

in case of individual members, each Bungalow owner is entitle for membership of the club house with his/her spouse & two Children below the age of 18 years AND in other cases each Bungalow owner is entitle to nominate one family consisting of Husband, Wife and their two children below the age of 18 years.

37.3 The Owners/Developers alone shall be entitled to make bye-laws, rules or regulations for the management of the club and may prescribe a user fee for the use of any specific amenity, facility and annual subscription fees etc.

Additional memberships would be available on request on a chargeable basis. The membership will be subject to the terms and conditions, rules and usage charges, as may be framed / levied from time to time by the Owners/Developers for the club. The right to use the facilities at the club shall be personal to the Allottee of the Premises in the said Project and shall not be transferable in any manner to any third person or party whatsoever. In the event that the Premises in the said Project is sold/transferred by the Allottee then the Allottee shall be deemed to have transferred the right to utilize the said facilities as well as club membership to the then Allottee/transferor of the Premises. It is, however, clarified that the Owners/Developers shall be entitled to grant membership rights to such other person(s) as they may deem fit to be and the Allottee shall not be entitled to object to the same.

38. INTEREST:

Without prejudice to the Owners/Developers' other rights under this Agreement and/or in law, the Allottee agrees to pay to the Owners/Developers an interest at the rate of State Bank of India's highest Marginal Cost of Lending Rate plus 2 percent per annum on all the amounts which become due and payable by the Allottee to the Owners/Developers under the terms of this Agreement from the date the said amount is payable by the Allottee to the Owners/Developers until the date such outstanding amount is received by the Owners/Developers. The Allottee confirms and accepts that the rate of interest prescribed in this clause is just and reasonable having regard to the huge costs involved in the procurement of the rights in respect of the Property, the development of the Project, the cost of the funds procured for the aforesaid purpose and the loss or damage likely to be caused on account of default/delay in payment of the amounts by the Allottee hereunder.

39. FIXTURE/FITTINGS AND FACILITIES/AMENITIES:

The Owners/Developers will provide the fixtures, fittings, facilities and amenities in the said Project and the twin/single bungalow as more particularly mentioned in **Annexure "[E]"** annexed hereto.

40. RIGHTS OF OWNERS/DEVELOPERS:

40.1 It is expressly agreed that the right of the Allottee under this Agreement is only restricted to the Premises agreed to be sold by the Owners/Developers to the Allottee and all other premises shall be the sole property of the Owners/Developers and the Owners/Developers shall

be entitled to sell or deal with the same without any reference or recourse or consent or concurrence from the Allottee in any manner whatsoever.

40.2 . The Owners/Developers shall be at liberty and be entitled to amend the lay-out plan of the Larger Property and the Property, the building plans, other Approvals for, including but not limited to:-

- (i) Acquisition of additional plots of land from any person or persons and inclusion of such plots of land in the lay out plan of the Property; and
- (ii) Amalgamation of the Property with any adjoining plots of land.

40.3 The Allottee and/or the Organization and/or the Apex Body shall not have any objection to the aforesaid and the Allottee does hereby grant his irrevocable consent to the Owners/Developers to carry out the necessary acts, deeds, matters and things.

40.4 The Allottee hereby grants his irrevocable authority, permission and consent to the Owners/Developers that the Owners/Developers shall have the sole and absolute right and authority and shall be entitled to deal with, sell or allot or otherwise dispose off any part or portion of the buildings constructed on the Property including the terraces, basement, open spaces, garden area and to permit the same to be utilized for any purpose by anyone. The Owners/Developers shall have the absolute right to deal with and dispose off any of the areas in the Property and/or the said Project or appurtenant thereto including for any purpose and shall be entitled to obtain change of user thereof at the discretion of the Owners/Developers.

40.5 It is hereby expressly agreed that the Owners/Developers shall always be entitled to sell the premises/flats in the said Project for the purpose of using the same for any purpose including as guest houses, dispensaries, nursing homes, maternity homes, shops, consulting rooms, banks, coaching classes, training centers, community halls or for any other user as may be permitted by the Sanctioning Authorities and the Allottees thereof shall be entitled to use such premises purchased by them accordingly and similarly the Allottee shall not object to the use of the said premises for the aforesaid purposes by the respective allottees thereof.

6 Hereafter, if any further FSI is permitted to be utilized on the Property in accordance with the applicable law, the same shall inure for the benefit of the Owners/Developers alone. If the FSI in respect of the Property increased by the Sanctioning Authorities and/or additional construction is possible on the Property on account of transfer of development rights available for being utilized or otherwise and/or if the Sanctioning Authorities permit the construction of additional floors/wing or building/s, then in such event, the Owners/Developers alone shall be entitled to construct such building by adding floors vertically or otherwise as per the revised building/s plans. The Allottee expressly consents to the same as long as the total area of the Flat is not reduced.

40.7 The Owners/Developers shall always have a right to get the benefit of additional FSI by whatever name called for construction from Sanctioning Authorities and also to make the additions, alterations, raise storey's or put up additional structures as may be permitted by Sanctioning Authorities and other competent authorities and such additions, structures and storey's will be the sole property of the Owners/Developers alone who will be entitled to use the terrace/s including the parapet wall for any purpose including display of advertisements and sign boards and for such purpose may utilize any common facility or amenity such as water, electricity etc. to which the Allottee shall not have right to object and it is expressly agreed that the

Owners/Developers shall be entitled to put a hoarding or give on lease site for pager station, cell base station and telecom Projects on the Property or on the said Project or any part thereof including the terrace and the said hoardings may be illuminated or comprising of neon sign and for that purpose the Owners/Developers is fully authorized to allow temporary or permanent construction or erection or installation either on the exterior of the said Project as the case may be and the Allottee agrees not to object or dispute the same. The Allottee shall not be entitled to raise any objection or claim or any abatement in the price of the twin/Single Bungalow agreed to be acquired by him/her/them and/or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever from the Owners/Developers. The Owners / Developers shall be entitled to install its logo in one or more places in or upon the said Project and the Owners/Developers reserves to itself full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo or otherwise.

40.8 The Allottee agrees and gives his irrevocable consent to the Owners/Developers for carrying out the amendments, alterations, modifications and/or variations to the entire scheme of development in respect of the Property and/or to the further building/s plans, if any, in respect of one or more wing or wings and/or building or buildings to be developed and/or constructed (whether envisaged at present or not). The Allottee hereby irrevocably agrees not to obstruct and/or raise any objections whatsoever and/or interfere with the Owners/Developers for carrying out amendments, alterations, modifications and/or variations as aforesaid.

40.9 Notwithstanding the other provisions of this Agreement, the Owners/Developers shall be entitled to nominate or appoint any person ("**project management agency**") to manage the operation and maintenance of the said Project, premises and the infrastructure, common amenities and facilities of the Property, for a period of at least 3 years after the Property is developed and if the Organization /Apex Body approves, for any subsequent periods. The Owners/Developers shall have the authority and discretion to negotiate with such project management agency and to enter into and execute a formal Agreement/s for maintenance and management of infrastructure with it/them. The Owners/Developers may enter into other related agreements with any other company or organization as may be necessary for effective, full and efficient management of the infrastructure, common amenities and facilities of the Property. The Allottee is aware that the Owners/Developers are not in the business of providing services proposed to be provided by the **project management agency** or through the **project management agency**. The Owners/Developers do not warrant or guarantee the use, performance or otherwise of these services provided by the respective service providers/**project management agency**. The parties hereto agree that the Owners/Developers are not and shall not be responsible or liable in connection with any defect or the performance/non performance or otherwise of these services provided by the respective service providers/ **project management agency**.

40.10 In such event, the Allottee agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Owners/Developers or the project management agency, including without limitation, payment of the Allottee's share of the service charges that may become payable with respect to the operation and maintenance of the said Project, the Common Areas and Facilities more particularly mentioned in **Annexure "[C]"** annexed hereto.

40.11 The Owners/Developers shall always have the right and be entitled to purchase and acquire TDR from the market and consume the same on the Property or any part thereof and construct additional floors, make alterations and deal with the same in the manner the Owners/Developers deems fit and proper and the Allottee hereby irrevocably consents to the rights of the Owners/Developers mentioned

above as well as the rights of the Owners/Developers to revise and modify the said Project/s plans from time to time.

40.12 The Allottee is fully aware that the terrace above the top floor of the said Project and any other terrace shall exclusively and absolutely belong to the Owners/Developers and/or its nominees or assigns and over which none of the Allottee of the premises in the buildings shall have any right, title, interest or share. The Owners/Developers shall always be entitled to in its own right and absolute discretion to use, occupy, possess, enjoy or otherwise deal with the said terrace as it deem fit and proper. The aforesaid terrace shall always be deemed to be excluded from the Common Areas and Facilities and this restriction shall be specifically incorporated in the transfer documents in favor of the Organization.

40.13 In the event of the Organization (formed in terms of Clause 13 being formed and registered before the sale and disposal by the Owners/Developers of all the premises in the said Project, the power and authority of the Organization so formed or that of the Allottee and the Allottees of other premises in the said Project shall be subject to the overall authority and control of the Owners/Developers in respect of any of the matters concerning the said Project, depending upon the Organization formed in terms of Clause 13, the construction and completion thereof and all the amenities pertaining to the same and in particular the Owners/Developers shall have the absolute authority and control as regards the unsold premises and the disposal thereof. The Owners/Developers shall be liable to pay only the municipal taxes, at actual, in respect of the unsold premises in the said Project. In case the Organization is formed before the disposal by the Owners/Developers of all the premises then the Owners/Developers shall at its option (without any obligation) join in as a member in respect of such unsold premises and as and when such premises are sold, the Organization shall admit such Allottee as the member/s without charging any premium or extra payment.

40.14 Till the entire development of the Project is completed, the Allottee shall not interfere in any manner in any work of development or construction and the Owners/Developers alone shall have full control, absolute authority and say over the un-allotted areas, car parking spaces, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided in the Property and the Allottee shall have no right or interest in the enjoyment and control of the Owners/Developers in this regard.

40.15 The Allottee is aware that the Owners/Developers (either itself or through its affiliates or in joint venture with any parties) will be developing the Project on such terms and conditions as the Owners/Developers may deem fit and shall be entitled to all the benefit of FSI or any such entitlements for the beneficial and optimum use and enjoyment of the same in such manner as the Owners/Developers deem fit and the Owners/Developers shall be entitled to grant, offer, upon or in respect of any portion of the Property, to such affiliates, co-developer or the joint venture, all such rights, benefits, privileges, easements etc. including right to draw from or connect to all drains, sewers, water, electricity, telephone connections and/or installations and/or other services in the Property right to use and enjoy all the amenities and facilities provided and/or agreed to be provided in the Property and the said Project for the more beneficial and optimum use and enjoyment of other areas forming part of the Property in such manner as may be desired by the Owners/Developers and the Allottee expressly and irrevocably consent/s to the same.

40.16 The Owners/Developers shall be at liberty to sell, assign, transfer mortgage or otherwise deal with its right, title and interest in the Property as well as Project and/or the said Project, provided that the same does not in any way materially prejudice the right of the Allottee in respect of the Premises.

40.17 The Owners/Developers shall be entitled to make variations in the lay-out, amenities and specifications, re-locations, water, power, sewage, telephone and other service and utility connection, facilities and underground water tanks, pumps, recreation areas, clubhouse and their dimension as the Owners/Developers deems fit.

40.18 In the event the Owners/Developers has paid or is required to pay any amount by way of premium, betterment charges, development charges etc. to any sanctioning Authority or other authority, the same shall be reimbursed by the Allottee to the Owners/Developers in proportion to the Carpet Area wherever applicable of the twin/single bungalow or otherwise as may be determined by the Owners/Developers. Non-payment of the same shall constitute a breach of this Agreement.

41. OUTGOINGS:

41.1 Commencing a week after notice in writing is given by the Owners/Developers to the Allottee that the twin/single bungalow is ready for use and occupation, irrespective of whether possession is taken or not the Allottee shall be liable to pay the proportionate share of the outgoings namely local taxes, betterment charges, lease rent, sub-station and cable cost or such other levies by the concerned local authority and expenses for electricity, water, common lights, repair and salaries of clerks, bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the Property and the said Project. Until the management of the Property and the said Project is handed over to the Organization (formed in terms of Clause 13 as the case may be) / Apex Body, the Allottee shall pay to the Owners/Developers such proportionate share of the outgoings as may be determined by the Owners/Developers. The Allottee shall pay to the Owners/Developers provisional monthly contribution of Rs. 4 per month/per sq.ft. of carpet area of the Twin/single Bungalow in advance for first two years by way of advance proportionate maintenance charges excluding of all taxes leviable on Bungalow/s & or on maintenance charges. The amount so paid shall not carry any interest and remain with the Owners / Developers until the management is handed over to the Organization / Apex body.

42. STAMP DUTY AND REGISTRATION:

The stamp duty and the registration charges of and incidental to this Agreement shall be borne and paid by the Allottee. The Allottee shall at his/her/their cost and expenses, lodge this Agreement or any other transfer document before the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908 and after due notice on this regard the Owners/Developers shall attend such office and admit the execution thereof.

43. INDEMNIFICATION BY THE ALLOTTEE:

The Allottee shall indemnify and keep indemnified the Owners/Developers and hold the Owners/Developers harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Owners/Developers directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Owners/Developers under this Agreement; (b) any breach and/or default by the Allottee in the performance of any and/or all of his/its obligations under this Agreement; (c) damages to any Property(ies) howsoever arising

related to the use and/or occupation of the Premises and directly or indirectly as a result of the negligence, act and/or omission of the Allottee or his/its agents, servants, tenants, guests, invitees and/or any person or entity under his/its control; and (d) Allottee's non-compliance with any of the restrictions regarding the use and/or occupation of the Premises.

44. GENERAL PROVISIONS:

44.1 This Agreement and all annexure as incorporated into this Agreement by reference, constitute the entire agreement between the parties hereto and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Owners/Developers, any agent, employee or representative of the Owners/Developers or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Allottee or made available for the Allottee's viewing. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous agreements concerning the Premises between the parties hereto.

44.2 The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.

44.3 Any delay, tolerated or indulgence shown by the Owners/Developers in enforcing any of the terms of this Agreement or any forbearance or extension of time for payment of installment to the Allottee by the Owners/Developers shall not be construed as a waiver on the part of the Owners/Developers of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee nor shall the same in any manner prejudice or affect the rights of the Owners/Developers.

44.4 If there is more than one Allottee named in this Agreement, all obligations hereunder of such Allottee shall be joint and several.

44.5 All taxes, charges or any other impositions or levies (i) on account of this transaction or (ii) pro-rata on account of the entire development project or (iii) on the consideration and other amounts payable by the Allottee to the Owners/Developers or (iv) otherwise shall be to the account of the Allottee alone and the Owners/Developers shall not be liable to pay the same. For the avoidance of doubt, any such taxes, impositions etc. shall be payable by the Allottee over and above the consideration of the Premises and the Owners/Developers' decision as regards the quantum of the same shall be final and binding on the Allottee.

45. CONFIDENTIALITY:

- a. The Allottee hereto agree that all the information, documents etc. exchanged to date and which may be exchanged including the contents of this Agreement and any documents executed in pursuance thereof ("**Confidential Information**") is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party or used otherwise without the prior written consent of the Owners/Developers. The confidentiality obligations under this Clause shall survive even after handing over the

possession of the Premises and is legally binding on the Allottee and shall always be in full force and effect.

- b.** The Allottee shall not make any public announcement regarding this Agreement without prior consent of the Owners/Developers.
- c.** Nothing contained hereinabove
- d.** shall apply to any disclosure of Confidential Information if:-
- e.** such disclosure is required by law or requested by any statutory or regulatory or judicial/quasi-judicial authority or recognized self-regulating organization or other recognized investment exchange having jurisdiction over the Parties; or
- f.** such disclosure is required in connection with any litigation; or
- g.** such information has entered the public domain other than by a breach of the Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day, month and year first hereinabove written.

SIGNED, SEALED AND DELIVERED

By the within named **"THE ALLOTTEE"**

1.

2.

In the presence of ...

1.

2.

FOR THE TWIN BUNGALOW NO. : ____ & ____,

SIGNED, SEALED AND DELIVERED
By the within named **"THE VENDORS"**
M/s. NIRVANA LIFESTYLE VENTURE
through its authorized signatory



MR. _____

MR. _____

In the presence of.....

1)

2)

THE FIRST SCHEDULE ABOVE REFERRED TO

DESCRIPTION OF PROPERTY

(Description of the Larger Property)

All that piece and parcel of Non agricultural land or ground standing thereof, situated and lying in Village **Gates Budruk**, Tal. **Wada** and District Palghar, having following revenue description Survey No. 61/1, Area 1-89-0, Survey No. 61/5, Area 1-23-0, Survey No. 61/7/2, Area 1-77-0, Survey No. 73/1/2, Area 2-40-0, Survey No. 73/2/1, Area 1-51-0, Total Area 8-80-0, now consolidated and demerged into 1 to 120 plots situate at-Gates Budruk, Tal-Wada, Dist- Palghar and bounded as follows, that is to say:

On or towards the East: - Survey No. 61 /2

On or towards the West: - Survey No. 62

On or towards the North: - Vaitarana River

On or towards the South: - Survey No. 60

THE SECOND SCHEDULE ABOVE REFERRED TO

DESCRIPTION OF PROPERTY

(Description of the Property out of Larger Property as mentioned above)

All that piece and parcel of Non agricultural land being a portion of the Larger Property consist of Survey No. 61/1, Area 1-89-0, Survey No. 61/5, Area 1-23-0, Survey No. 61/7/2,

Area 1-77-0, Survey No. 73/1/2, Area 2-40-0, Survey No. 73/2/1, Area 1-51-0, Total Area 8-80-0, (now consolidated and demerged into 1 to 120 plots) wherein the Addl. Collector of Thane via NA order Sr. No. Revenue/division1/T-2/ NAP/SR-89/14 dated 31-7-2014 had sanctioned lay- out plans and given all the necessary permission for the Non Agricultural Residential use of the said "Larger property" and obtained NOC from Gram panchayat, Wada dated _____ the said plots bearing Plot no. 3 admeasuring 530 sq mtrs, Plot no. 4 admeasuring 530 sq mtrs, Plot no. 5 admeasuring 510 sq mtrs, Plot no. 6 admeasuring 717.5 sq mtrs, Plot no. 7 admeasuring 190 sq mtrs, Plot no. 8 admeasuring 199.50 sq mtrs, Plot no. 9 admeasuring 220.50 sq mtrs, Plot no. 10 admeasuring 247.25 sq mtrs, Plot no. 11 admeasuring 258.75 sq mtrs, Plot no. 12 admeasuring 300 sq mtrs, Plot no. 13 admeasuring 324 sq mtrs, Plot no. 14 admeasuring 350 sq mtrs, Plot no. 15 admeasuring 375 sq mtrs, Plot no. 16 admeasuring 323.75 sq mtrs, Plot no. 23 admeasuring 190 sq mtrs, Plot no. 27 admeasuring 175.50 sq mtrs, Plot no. 29 admeasuring 220 sq mtrs, Plot no. 30 admeasuring 220 sq mtrs, Plot no. 38 admeasuring 162 sq mtrs, Plot no. 39 admeasuring 165 sq mtrs, Plot no. 41 admeasuring 180.5 sq mtrs, Plot no. 42 admeasuring 200 sq mtrs, Plot no. 43 admeasuring 180.50 sq mtrs, Plot no. 44 admeasuring 171 sq mtrs, Plot no. 90 admeasuring 215 sq mtrs, Plot no. 91 admeasuring 770 sq mtrs, Plot no. 93 admeasuring 273 sq mtrs, Plot no. 94 admeasuring 264 sq mtrs, Plot no. 95 admeasuring 241.50 sq mtrs, Plot no. 96 admeasuring 242 sq mtrs, Plot no. 98 admeasuring 162 sq mtrs, Plot no. 99 admeasuring 162 sq mtrs, Plot no. 100 admeasuring 195.50 sq mtrs, Plot no. 101 admeasuring 350.50 sq mtrs, Plot no. 102 admeasuring 663 sq mtrs, Plot no. 103 admeasuring 281.25 sq mtrs, Plot no. 104 admeasuring 281.25 sq mtrs, Plot no. 105 admeasuring 199.50 sq mtrs, Plot no. 106 admeasuring 199.87 sq mtrs, Plot no. 107 admeasuring 190 sq mtrs to be developed as residential buildings/s which consists of residential Twin/single bungalows of ground plus one storey, situated and lying in Village **Gates Budruk**, Tal. **Wada** and District Palghar, -

**THE THIRD SCHEDULE HEREINABOVE REFERRED TO THE
DESCRIPTION OF THE PLOT**

All the Piece and Parcel of Non Agricultural Plot No.____ admeasuring _____square feet equivalent to _____square metres situated and lying in Village Gates Budruk, Tal Wada and District Palghar having following Boundaries:-

On and towards East -

On and towards West -

On and towards North -

On and towards South -

THE DESCRIPTION OF THE BUNGALOW

All that piece and parcel of the Proposed Residential **Twin/Single Bungalow No. ____ and ____** admeasuring **00.00** square feet carpet area equivalent to **00.00** square meters to be constructed on the property mentioned in Third Schedule above with all the easementary rights and right to use all common areas/amenities of the project.

List of Common areas & Facilities at the designated place in the plans of the Project.

(ANNEXURE "C")

- Entrance Gate
- Club house with Gymnasium and Community hall.
- TAR roads.
- Senior citizens corner.
- Library / Cyber Café / Study Room.
- Swimming Pool.
- Children Play Area with Modern Swings
- Roller Skating Area.
- Walking Track.
- Water storage tank for every building
- Common lights & street lights
- Pavers on all pathway

List of restricted, exclusive or reserved areas and facilities in the plans of the Project.

(ANNEXURE "D")

All that piece and parcel of Non agricultural land, being other than the area mentioned in the Second Schedule above i.e. Plot no. 3 admeasuring 530 sq mtrs, Plot no. 4 admeasuring 530 sq mtrs, Plot no. 5 admeasuring 510 sq mtrs, Plot no. 6 admeasuring 717.5 sq mtrs, Plot no. 7 admeasuring 190 sq mtrs, Plot no. 8 admeasuring 199.50 sq mtrs, Plot no. 9 admeasuring 220.50 sq mtrs, Plot no. 10 admeasuring 247.25 sq mtrs, Plot no. 11 admeasuring 258.75 sq mtrs, Plot no. 12 admeasuring 300 sq mtrs, Plot no. 13 admeasuring 324 sq mtrs, Plot no. 14 admeasuring 350 sq mtrs, Plot no. 15 admeasuring 375 sq mtrs, Plot no. 16 admeasuring 323.75 sq mtrs, Plot no. 23 admeasuring 190 sq mtrs, Plot no. 27 admeasuring 175.50 sq mtrs, Plot no. 29 admeasuring 220 sq mtrs, Plot no. 30 admeasuring 220 sq mtrs, Plot no. 38 admeasuring 162 sq mtrs, Plot no. 39 admeasuring 165 sq mtrs, Plot no. 41 admeasuring 180.5 sq mtrs, Plot no. 42 admeasuring 200 sq mtrs, Plot no. 43 admeasuring 180.50 sq mtrs, Plot no. 44 admeasuring 171 sq mtrs, Plot no. 90 admeasuring 215 sq mtrs, Plot no. 91 admeasuring 770 sq mtrs, Plot no. 93 admeasuring 273 sq mtrs, Plot no. 94 admeasuring 264 sq mtrs, Plot no. 95 admeasuring 241.50 sq mtrs, Plot no. 96 admeasuring 242 sq mtrs, Plot no. 98 admeasuring 162 sq mtrs, Plot no. 99 admeasuring 162 sq mtrs, Plot no. 100 admeasuring 195.50 sq mtrs, Plot no. 101 admeasuring 350.50 sq mtrs, Plot no. 102 admeasuring 663 sq mtrs, Plot no. 103 admeasuring 281.25 sq mtrs, Plot no. 104 admeasuring 281.25 sq mtrs, Plot no. 105 admeasuring 199.50 sq mtrs, Plot no. 106 admeasuring 199.87 sq mtrs, Plot no. 107 admeasuring 190 sq mtrs to be developed as

residential buildings/s which consists of residential Twin/single bungalows of ground plus one storey situated and lying in of the Larger Property consist of Survey No. 61/1, Area 1-89-0, Survey No. 61/5, Area 1-23-0, Survey No. 61/7/2, Area 1-77-0, Survey No. 73/1/2, Area 2-40-0, Survey No. 73/2/1, Area 1-51-0, Total Area 8-80-0, (now consolidated and demerged into 1 to 120 plots) are herein is marked and treated as now restricted, exclusive or reserved areas and facilities and alienate and dispose of the same in such manner as the Owners/Developers think fit and proper at its discretion, situated and lying in Village **Gates Budruk**, Tal. **Wada** and District Palghar, - Further all that Common areas & common facilities listed in Annexure "C" hereinabove at the designated place in the plans of the Project will be used for full project including that of for Phase I of the Project.

List of Facilities in the Bungalow (ANNEXURE "E")

A. BUILDING AMENITIES

- | | |
|--------------------------|---|
| STRUCTURE: | RCC Frame Structure as per RCC Design with ISI marked Steel and Branded Cement of 53 Grade for RCC Work and for Brick Work, Plaster work. Use Vibrating machine for concreting |
| RCC FOUNDATION: | Excavation as per RCC Details, PCC, RCC Footing Up To 6ft below ground level or hard marum level whichever is deeper. |
| HEIGHT: | Floor Height (from Finish floor to Slab Bottom): 10 feet for Flat Slab |
| WALLS: | 6" Brick wall for external work & 4" for internal partitions. |
| PLASTER: | Sand faced Double coat Plaster for external Surfaces with groves pr patta bands with polymer Water proof Compound & PVC mash net to be applied on all joints of brick work & RCC items & single coat internal plaster. |
| FLOORING: | Vitrified tilling in all rooms as per Client's Choice and Design. |
| BATHROOM TILLING: | Full height rustic tiles & antiskid flooring in all bathrooms. |
| PLUMBING: | <p>a) Toilet: Concealed plumbing in Toilets with Standard Jaguar fitting of Economical (C.P) Series or equivalent material will be used. Sink Cock, Two Way cock, jet spray, Hot Cold concealed Mixer with Spout, Oh Shower, Drain Jali with cap and as per plan.</p> <p>b) Sanitary Ware: Branded item Osaka Range or equivalent will be used. Basin, WC & Dual Flush Tank. Mirror above the Basin</p> <p>c) Concealed U.P.V.0 Pipe will be used. SWR Pipe to be provided</p> <p>d) Provision for Geysers Hot & Cold Water</p> <p>e) Down take: P.V.0 pipe will be used.</p> <p>f) We will Provide Pump box and 1 branded submersible pump with warranty with adequate capacity as certified by architect.</p> |

Plumbing (ext): Piping work of the above said spec. for a) Inlet from UGT to OHT, b) Inlet from OHT to all bathrooms and kitchen etc., c) outlet from All Drain Points to Septic Tanks, and d) Outlet for Rain Water.

KITCHEN: Granite Platform with stainless steel sink (22"X15") + Service Platform, Kitchen dado tiles up to Beam Bottom

Doors: 35 mm Flush door with laminate / teak wood panel door with marble / teak wood frame of appropriate section with Godrej Or Similar main & bedroom entrance & fiberboard doors with stone framework for Toilet & Bathroom entrance. Materials of ISI Mark. As per architect annexure.

WINDOWS: a) Heavy gauge Powder Coated aluminum sliding Windows with 5mm Glass and Four track sliding windows 3/4" series with Mosquito Net in all rooms. Provision of exhaust fan in Toilet will be given. (Aluminum Basic Rate Rs'200/ Sq.ft. And Marble Frame backside 40/- Per Sqft & outside Granite/marble Basic Rate 85/- Per Sqft Ita Gold)

ELECTRICAL WORK: a) Adequate Electric points per Bungalow (Hall, Kitchen, One/two Bed, Toilet and Pas-sage), Including Wiring for Inverter, Main Switch Panel with cutoff , Electric points for fridge, water filter, exhaust, geyser, AC in hall & Room & Video Door phone and as per plan.

b) Concealed fire resistance with Copper wiring, Modular switches of reputed company (Anchor or ROMA). All electric wiring will be concealed. 4mm core copper will be used for Air Condition/ Geysers and 2.5 mm Copper wires for regular Socket usage. 1.5mm wire will be used for tube light, fans etc.

c) Adequate lights and Power points will be provided in all Bedrooms, Kitchen, Living room and Toilets. Open Terrace & Garden

d) Main switch and Sub switch will be fixed of reputed company. ISI MARK.

e) Cable Television, Telephone and Air Condition point will be there in all Bed rooms and Living rooms.

As per further architectural Drawing

4) WOOD: a) Main Door: Wood frame size 6.5"X 3.5". With Wall Moulding Marine Shutter 35mm thick with both side Laminated with Godrej or Yale Key Night Latch, Handle, Eyehole Viewer and Tower bolt & Door Stopper

b) Bed: Both side of Bed Room Door Laminate will be use with Cylinder Lock & Tower bolt & Door Stopper Wooden Frame 6" x 3" with Wood frame size 6"X 3" & Wall Mouldling Flush door will be used in Beds.

c) Toilet: Waterproof Door with Textured with Marble Frame with Cylinder Lock & Tower bolt

WATER STORAGE: U.G. Water tank (cap. 5000 ltr)

Over Head Concrete Water Tank (Cap. 3000 ltr)

SEPTIC TANK:

Septic tank of adequate size according to the drainage requirement.

PAINTING WORK:

External Paints will be done will weather proof acrylic raincoat style. (Asian Apex Ultima 1 Coat primer & 2 Coat Acrylic Paint External Plaster. Internal paint with Tractor Emulsion or Equivalent paint with 1 coat lambi, 1 coat primer and 2 coat paint

ELEVATION :

As per Architectural Drawings.

BALCONY & TERRACE:

MS Railing / Brick Wall with Plaster on Staircase, Balcony & terrace as per the Architect choice. Marble to be fitted on staircase and all steps & tiles on terrace & balcony. Brick bed Coba with china chips water proofing to be done on terrace & Balcony

RECEIPT

RECEIVED of and from the within named

MR/MRS. _____ a part payment of

Rs. _____ **/- (Rupees _____ Only)**

Received Payment as listed below

Vide cheque no. _____ dated _____ Amount Rs. _____

Vide cheque no. _____ dated _____ Amount Rs. _____

Vide cheque no. _____ dated _____ Amount Rs. _____

Vide cheque no. _____ dated _____ Amount Rs. _____

Vide cheque no. _____ dated _____ Amount Rs. _____

Vide cheque no. _____ dated _____ Amount Rs. _____

Being the earnest money amount mentioned in clause 1 (c) of this agreement.

towards the Part consideration for the sale of The Twin Bungalow no. _____ **and** _____ admeasuring
_____ **sq. ft. Carpet Area** lying, being and situated at village- Gates Budruk Tal. – Wada, Dist-Palghar,
in the Registration Sub District-Wada.

1) Mr. Punit Agarwal 2) Mr. Bharat Kor

WE SAY RECEIVED

ALLOTTMENT LETTER

Date:-

To,

Ref:- Allotment of Villa no._____in project “Wollywood Phase IV” duly registered under the provisions of Maharashtra Co-operative Societies Act, 1960 bearing Registration no._____dated_____having it’s registered office address at Village Gates Badruk, Taluka Wada and District Palghar, Maharashtra.

Dear Sir/Madam,

1. With reference to the personal meeting held with our representative, in respect of your request (herein after you referred to as The Allottee/Villa Purchaser) to allot the above Villa admeasuring about _____ sq.ft. in carpet area in the proposed Villas under construction in plots bearing Plot no. 3 admeasuring 530 sq mtrs, Plot no. 4 admeasuring 530 sq mtrs, Plot no. 5 admeasuring 510 sq mtrs, Plot no. 6 admeasuring 717.5 sq mtrs, Plot no. 7 admeasuring 190 sq mtrs, Plot no. 8 admeasuring

199.50 sq mtrs, Plot no. 9 admeasuring 220.50 sq mtrs, Plot no. 10 admeasuring 247.25 sq mtrs, Plot no. 11 admeasuring 258.75 sq mtrs, Plot no. 12 admeasuring 300 sq mtrs, Plot no. 13 admeasuring 324 sq mtrs, Plot no. 14 admeasuring 350 sq mtrs, Plot no. 15 admeasuring 375 sq mtrs, Plot no. 16 admeasuring 323.75 sq mtrs, Plot no. 23 admeasuring 190 sq mtrs, Plot no. 27 admeasuring 175.50 sq mtrs, Plot no. 29 admeasuring 220 sq mtrs, Plot no. 30 admeasuring 220 sq mtrs, Plot no. 38 admeasuring 162 sq mtrs, Plot no. 39 admeasuring 165 sq mtrs, Plot no. 41 admeasuring 180.5 sq mtrs, Plot no. 42 admeasuring 200 sq mtrs, Plot no. 43 admeasuring 180.50 sq mtrs, Plot no. 44 admeasuring 171 sq mtrs, Plot no. 90 admeasuring 215 sq mtrs, Plot no. 91 admeasuring 770 sq mtrs, Plot no. 93 admeasuring 273 sq mtrs, Plot no. 94 admeasuring 264 sq mtrs, Plot no. 95 admeasuring 241.50 sq mtrs, Plot no. 96 admeasuring 242 sq mtrs, Plot no. 98 admeasuring 162 sq mtrs, Plot no. 99 admeasuring 162 sq mtrs, Plot no. 100 admeasuring 195.50 sq mtrs, Plot no. 101 admeasuring 350.50 sq mtrs, Plot no. 102 admeasuring 663 sq mtrs, Plot no. 103 admeasuring 281.25 sq mtrs, Plot no. 104 admeasuring 281.25 sq mtrs, Plot no. 105 admeasuring 199.50 sq mtrs, Plot no. 106 admeasuring 199.87 sq mtrs, Plot no. 107 admeasuring 190 sq mtrs in the project and being known as “Wollywood Phase IV” to be constructed on the plot of land bearing survey nos. 61/1, 61/5, 61/7/2, 73/1/2, 73/2/1 now consolidated and demerged into 1 to 120 plots admeasuring about 48,110 sq mtrs , being lying and situated

at village Budruk, Tal-Wada, Dist- Palghar, Maharashtra by **M/s. Nirvana Lifestyle Ventures** a partnership firm registered under the Partnership Act 1932 having its registered office at B-50, 5th Floor, Nirvana Realty, Opp Citi Mall Andheri West 400053 “the Promoter/Developer”.

2. The copies of the plans and specifications of the Villa agreed to be purchased by the Allottee, as proposed by the Promoter have been seen and verified by the Allottee/Villa Purchaser to his utmost satisfaction.
3. A. This is to confirm your request has been considered favourably for allotment of the above referred Villa, at the lump sum consideration of Rs. _____/- (Rupees _____Only) herein after referred to as “the Purchase Consideration” in the following manner:
 - i. The Allottee has paid to the Promoter a sum of Rs. _____/- (Rupees _____Only) being part payment of the the Purchase Consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Earnest Money Deposit, or Holding Amount or Application fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge).
 - ii. Amount of Rs. _____/-(Rupees _____Only) (not exceeding 30% of the total consideration) to be paid to the

Promoter after execution of the Agreement.

- iii. Amount of Rs._____/-(Rupees _____Only) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the plinth of the building or wing in which the said Apartment is located.
- iv. Amount of Rs._____/-(Rupees _____Only) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- v. Amount of Rs._____/-(Rupees _____ Only) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- vi. Amount of Rs._____/-(Rupees _____ Only) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift, wells, lobbies, up to the floor level of the said Apartment.

vii. Amount of Rs._____-/- (Rupees _____ Only) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with water proofing of the building or wing in which the said Apartment is located.

viii. Amount of Rs._____-/- (Rupees _____ Only) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s plinth protection, paving of areas appertain and all other requirements in which the said Apartment is located.

ix. Balance amount of Rs._____-/- Rupees _____ Only) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of Part/full occupation certificate or completion certificate.

B. You hereby agree to purchase and We hereby agree to sell to you garage /car parking space bearing No._____ situated at _____ stilt and/or _____podium being constructed in the layout for the consideration of Rs._____-/-.

4. You have been clearly explained and having understood that you have agreed to make the payment within the stipulated time as mentioned

hereinabove, failing which we shall be entitled to terminate this allotment and forfeit the earnest money paid in terms of this letter in Clause No. 4 A (i) after giving 15 days prior written notice and on refund of the balance amount received, till then, in such an event, it shall be presumed that we deemed to have discharged our obligation to refund the balance amount to you, irrespective of the fact whether such cheque issued in your favour has been put up for encashment or not. In such an event, we shall be at liberty to deal with the above Villa in such manner as we may deem fit without any reference or recourse to you.

5. You shall make the aforesaid payment by payees account cheque in our name and the time stipulated herein shall always been considered as an essence and in the event of default/delayed payment, you shall be liable and/or responsible to bear and pay interest on such defaulted amount for the delayed period as per applicable rate of interest as mentioned in RERA.

6. We have registered the Project under the provisions of the RERA with the Real Estate Regulatory Authority bearing No._____.

7. You have inspected and perused all relevant documents, papers, title deeds etc. in respect of the above project and after verifying, having fully satisfied with the same, you have requested for allotment of the above Villa and hence you shall not be entitled to raise any requisitions and/or objections as regards

our entitlement to construct the above building and/or any requisitions or objections pertaining to the title.

8. In the meantime, we shall carry out and complete the construction work and after obtaining occupation certificate from the Concerned Statutory Authorities, we shall offer the possession of the said Villa which shall be handed over but in any event, prior thereto the Agreement for Sale, must have been executed. The date of completion and handing over possession will be on or before _____ which is a tentative one and subject to force majeure circumstances and in such an event, we shall be entitled for an extension of such time.

9. You shall be liable to bear and pay all development charges, electricity meter, water meter charges, legal charges, membership fees, share money, advance maintenance charges for a period of 24 months at the rate informed to you before taking possession of your Villa and shall further bear and pay all outgoing taxes, water charges, electrical charges cess etc. levied by the Concerned Authorities and shall further bear and pay maintenance charges regularly on or before 7th day of the month after you will be intimate about the Villa is ready for use and occupation, failing which you shall be further liable and responsible to bear and pay interest as per applicable rate as mention in RERA.

10. You shall fill up necessary form/application to become a member of the

said Society i.e “Wollywood Phase IV” situated at village Budruk, Tal-Wada, Dist- Palghar, Maharashtra.

11. You shall fulfill and comply the observations, rules and regulations that may be from time to time framed by the Society.

12. You shall have a right only in respect of the Villa above mentioned and all other built up area or otherwise including open space and/or any rights in the form of FSI including additional FSI etc shall always belongs to us and we shall be entitled to consume such FSI or other benefits which may be available in accordance with the Rules and Regulations and the Policy framed by Government of Maharashtra etc. and you shall not have any claim nor you shall raise any objection.

13. We have absolute right and authority to vary, alter amend and/or modify the plan of the proposed building. However, the proposed Villa being allotted in terms of this letter shall not be affected in any manner, otherwise, we shall obtain your written consent.

14. You shall use such Villa for the user permissible under the Law.

15. We shall be entitled to raise finance for carrying out and completing the work of the proposed building.

16. You shall make payment of the installments or any other amount specified herein, irrespective of any difference of opinion or dispute and we shall have a first lien and/or charge on the said Villa for the unpaid amount.

17. You have perused the draft Agreement for Sale being executed and hereby agree and undertake not to raise any objection in any manner, otherwise, we shall be entitled to terminate this arrangement of allotment and refund the amount without any interest and in such an event, you shall have no claim of whatsoever nature against us or in respect of the said Villa.

18. You shall be further liable and responsible to bear and pay and/or reimburse all future statutory taxes, dues, levies and duties by whatever name called and/or of whatsoever nature including but not limited to service tax, GST, Vat levied/charges by the State and/or Central Government or any other competent authority and you hereby agreed to indemnify and shall always kept indemnified against us. You shall bear and pay the stamp duty in respect of the above Villa if leviable and/or payable and we shall not be liable and/or responsible in any manner. You shall also bear and pay registration charges.

Yours truly,

For **M/s. NIRVANA LIFESTYLE VENTURES**

Authorized Signatory

I hereby agree and confirm the arrangement recorded in this letter.

(Mr. _____) (Mrs. _____)

RECEIPT

Received of and from the withinnamed Allottee Mr./Mrs._____ a sum of Rs. _____/-(Rupees _____ Only) as and by way of earnest money/installments towards allotment of Villa No._____in project “Wollywood Phase IV” to be constructed on the plot of land bearing survey nos. 61/1, 61/5, 61/7/2, 73/1/2, 73/2/1 now consolidated and demerged into 1 to 120 plots admeasuring about _____sq mtrs , being lying and situated at village Budruk, Tal-Wada, Dist- Palghar, Maharashtra

Cheque No.	Date	Drawn on	Amount
Total			

Yours Truly,

For **M/s. NIRAVANA LIFESTYLE VENTURES**

Authorized Signatory