

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

1. The Promoter shall construct the said Project Building consisting of Ground Floor Stilt Parking and four upper floors 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 Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1. a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **APARTMENT NO. _____ of BUILT UP Sq. Mtrs. , CARPET AREA INCLUDING BALCONY Sq. Mtrs., TOTAL BALCONY AREA Sq. Mtrs., TOTAL BUILTUP + BALCONY AREA Sq. Mtrs.** in the Project Building (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexure C 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 areas and facilities which are more particularly described in the Second Schedule annexed herewith. (The price of the Said Apartment including the proportionate price of the common areas and facilities and parking spaces has been shown separately in the Schedule).

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Car Parking Bearing No. _____ situated at the Ground Floor Stilt Parking being constructed in the Project Building for the consideration of Rs. _____/-.

(iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered Parking Spaces Bearing Nos. _____ situated at the Ground Floor Stilt Parking being constructed in the Project Building for the consideration of Rs. _____/-.

1. b) The total aggregate consideration amount for the apartment including covered parking spaces is thus **Rs. _____/-**

1. c) The Allottee has paid on or before execution of this agreement a sum of **Rs. _____ (Rupees _____ only)** (viz. 10% of the total consideration) as advance payment or application fee vide Ch. No. _____

_____ and hereby agrees to pay to that Promoter the balance amount of Rs. _____ (Rupees _____ only) in the following manner :

- (i) Amount of Rs. _____ (Rupees _____ only) (viz. 20% of the total consideration) to be paid to the Promoter after the execution of Agreement vide Ch. No. _____.
- (ii) Amount of Rs. _____ (Rupees _____ only) (viz. 15% of the total consideration) to be paid to the Promoter on completion of the Plinth of the Project Building in which the said Apartment is located.
- (iii) Amount of Rs. _____ (Rupees _____ only) (viz. 25% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the Project Building in which the said Apartment is located.
- (iv) Amount of Rs. _____ (Rupees _____ only) (viz. 5% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- (v) Amount of Rs. _____ (Rupees _____ only) (viz. 5% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- (vi) Amount of Rs. _____ (Rupees _____ only) (viz. 5% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the Project Building in which the said Apartment is located.
- (vii) Amount of Rs. _____ (Rupees _____ only) (viz. 10% 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 as may be prescribed in the Agreement of the Project Building in which the said Apartment is located.
- (viii) Balance Amount of Rs. _____ (Rupees _____ only) (viz. 5% of the total consideration) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

1. d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods & Services Tax (G.S.T.) and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Said Apartment.
1. e) The Total Price is escalation-free, save and except escalations and/or increases due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
1. f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ _____ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
1. g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by 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 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.
1. h) 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.

Note: Each of the instalments mentioned in the sub clause 1. c) (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building.

2. 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 concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
2. 2) Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the said Apartment to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1. c) herein above.
3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 554.39 Square Meters only and Promoter has planned to utilize Floor Space Index of 1.3 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 720.451 Sq. Meter as proposed to be utilized by him on the Project Land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
4. 1) If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

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

Provided that, Promoter shall give notice of fifteen days in writing to the 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 Apartment which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.
6. The Promoter shall give possession of the Apartment to the Allottee on or before the _____ day of _____ 20____. If the Promoter fails or neglects to give possession of the Apartment 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 Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

- (i) War, Civil Commotion or Act of God;
- (ii) Any Notice, Order, Rule, Notification of the Government and/or other Public or Competent Authority / Court.