Date : _____

From
M/s. Rudis Developer,
11, Sai Niketen,
Plot No.5A, Sector 20,
Navi Mumbai 410 210

To
_____
_____
_____

Sub: Provisional Allotment of Flat

Madam/Sir,

This is to state that you are allotted flat premises No. _____ on _____ floor in wing ____ building No. _____ admeasuring _____ sq.mt. carpet in Building No. _____ in the scheme of construction known as "**Sunanda Circle**" being constructed on all that piece and parcel of land lying, being and situated at Village Padle, Taluka and District Thane, bearing Survey No. 30, Hissa No. 2 admeasuring 1000 sq.metres and Survey No. 30 Hissa No.3 admeasuring 1200 sq.meters within the limits of the Thane Municipal Corporation at and for the consideration Rs._____ (Rupees _____ only) and you are required to pay the said consideration in the following manner:

i) Rs.10% paid as advance payment or application fee at the time of execution of agreement.

ii) Rs.35% to be paid on completion of the Plinth of the wing in which the said Premises is situated.

iii) Rs.25% to be paid on completion of slabs of the wing in which the said Premises is situated.

iv) Rs.05% to be paid on completion of the walls, internal plaster, floorings doors and windows of the said premises.

v) Rs.05% to be paid on completion of the Sanitary fittings, staircases, lift, wells, lobbies up to the floor level of the said premises.

vi) Rs.05% to be paid on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said premises is situated.

vii) Rs.10% to be paid on completion of the lifts, water pumps, electrical fittings, entrance lobby/s, paving of areas appurtenant and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the premises is situated.

viii) Rs.05% be paid at the time of handing over of the possession of the said Premises to the Purchaser on or after receipt of occupancy certificate or completion certificate.

You are liable to pay Rs. _____ (Rs. _____ Only) on demand

a) towards MSEDCL charges (meter deposit, charges, Cable charges, common electricity charges) water connection charges, legal charges, development charges and

proportionate share of formation and registration of co-operative housing society, transformer if any.

b) In addition to the above the Purchaser agrees and assures to pay the requisite amount and charges on account of stamp duty, goods and services tax, local body tax and any other taxes and levies as may be imposed by the concerned government and semi-government authorities and the same shall be paid to the Promoters as and when demanded by the Promoters.

c) The Purchaser shall also pay the provisional outgoings for municipal taxes, water bill, borewell common electric expenses, lift charges, infrastructure development charges in advance of 24 months at the time of time of possession.

d) The Purchaser shall also bear and pay the electric meter and deposit charges as well as proportionate share for transformer installation and its equipments and accessories thereto.

You are also liable to pay the requisite stamp duty and registration charges

This is to bring to your kind attention that the construction work of the building in which you have agreed to book to flat is completed upto ___% and the building will be completed on _____ and the possession of the flat will be handed over to you on grant of building completion certificate/ occupation certificate by the Municipal Authority.

This is to further inform that the necessary changes, modifications and alterations will be carried out in the said building by obtaining revised sanctions and approvals.

It is to further inform you that this offer of allotment is valid only till _____ and on payment of 10% of the total cost of the flat premises the said booking will stand confirm.

Hence this provisional allotment letter.

For M/s. Rudis Developer,,

Authorised Signatory

CONSENT LETTER

From,
_____
_____
_____

To,
M/s. Rudis Developer,
11, Sai Niketen,
Plot No.5A, Sector 20,
Navi Mumbai 410 210

Sub: Consent given to the Promoter individually by me

Sir,

I _____ the Purchaser of flat No. _____ on _____ floor in wing ____ building No. _____ admeasuring _____ sq.mt. carpet in Building No. _____ in the scheme of construction known as "**Sunanda Circle**" being constructed on all that piece and parcel of land lying, being and situated at Village Padle, Taluka and District Thane, bearing Survey No. 30, Hissa No. 2 admeasuring 1000 sq.metres and Survey No. 30 Hissa No.3 admeasuring 1200 sq.meters within the limits of the Thane Municipal Corporation do hereby provide and grant express, clear and specific consent to you for

i) revision of plans from time to time in respect of future expansion of buildings by availing, using, utilising and consuming of entire and maximum available floor space index as well as potentiality of transferable development rights, staircase floor space index as well as increases and incentives from time to time and

ii) proportionate sharing of common infrastructural, recreational facilities, amenities, internal roads, open spaces and common area together with the purchasers of the other buildings to be constructed in scheme of construction.

iii) proportionate contribution for management, upkeepment and maintenance of the common infrastructural, recreational facilities, amenities, internal roads, open spaces along with the purchasers of future expansion buildings in the scheme of construction.

This is to state that the terms and conditions the agreement dated _____ registered at the office of Sub registrar of Assurances at Thane under serial No._____ under which I have agreed to purchase the above said flat is and shall be binding upon me.

You have disclosed to me and I have granted my express consent for

i) your option to form a separate/combined co-operative housing society or limited company or condominium of apartment or any other body or bodies of Purchasers to be formed and constituted on completion of the sale of all the flats and unit in the said scheme of construction.

ii) your option to decide and determine how and in what manner the infrastructure including the common areas and amenity space, recreation garden, all other open spaces, layout or internal roads if any may be transferred and/or conveyed/ assigned/ leased in the said scheme of construction.

iii) your option to decide from time to time to what extent the building/s along with land appurtenant to its transferred to the respective body formed.

iv) your option to decide from time to time when and what sort of document of transfer should be executed.

I state that the brochure and the prospectus of the scheme of construction shown and displayed to me only provides and overall idea of the scheme of construction and the actual development / construction activities will be carried out as per the sanctioned or revised plan and the items and provisions of furniture lay out, colour scheme shown therein will not form an integral part of the flat agreed to be acquired by further the Promoter has the right to make changes in Elevations, Designs and Colors of all the materials to be used in completing the said flat as well as entire scheme of construction and discretion of the Promoter is and shall be accepted and binding upon me for which I do hereby grant my consent.

I say that the above consent shall also be for the purposes of change in the larger layout shown as well as proposed which is disclosed by you wherein you are expressly allowed to make necessary changes keeping in mind the overall interest of the entire project for better planning, quality and urban design and also your right to exploit and use the full potential of the project as and where you deem fit and proper.

I say and declare that the above consent also expressly allows you to do such changes in restricted amenities as and where disclosed for which I have no specific right other than the right to entry and use at your discretion or any person/agency on your behalf.

I state that the above express consent is given to you save and except to changes done in the flat / unit which I have agreed to purchase and the structure within the said flat / unit unless specifically instructed by me to do so. That all other statutory rights in regard change in carpet area of the flat / unit agreed to be purchase and the specification in the building shall remain unchanged unless I provide specific instruction to allow you to change the same for the reason given by me.

I re-iterate that in terms of the agreement dated _____ I shall abide by, accept and agree to the terms and conditions stated therein and the above express consent shall be in furtherance to the agreed terms read, accepted and executed by me including but not limiting to structural design and those which have been disclosed by you in different places and based on which I have executed the said agreement.

I state that my above express consent shall be filed as a part of your record.

Hence this consent.

(Purchaser)
Flat No. ____ Wing No. _____
Building No._____
Building Name _____

S-1129
Draft
27.07.2017

Ward No.
Village Padle
Flat Area _____ sq.mt. carpet
Actual Value Rs._____
Market Value Rs._____

AGREEMENT FOR SALE

THIS AGREEMENT MADE AT THANE

ON THIS ___ DAY OF _____ 20__

B E T W E E N

M/s. **Rudis Developer**, a Partnership Firm having it's office at 11, Sai Niketen Plot No.5A, Sector 20, Navi Mumbai 410 210, through its partner _____ hereinafter called and referred to as the **Promoters** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Partners constituting the said firm for the time being, their heirs, legal representatives, executors and administrators) being the Party of the First Part;

A N D

_____
_____
_____

aged about _____ years, occupation _____ residing at _____
_____
___ hereinafter called and referred to as the **Purchaser/s** (which expression shall unless it be repugnant to the context or meaning thereof mean and include their/his/her heirs, executors, administrators and assigns) being the Party of the Second Part;

WHEREAS Shri Motiram Mahadev Bhoir, Shri Jitendra Motiram Bhoir and Shri Ramchandra Motiram Bhoir are the owners of all those pieces and parcels of land lying, being and situate at Village Padle, Taluka and District Thane, bearing Survey No. 30, Hissa No. 2 admeasuring 1000 sq.metres and Survey No. 30 Hissa No.3 admeasuring 1200 sq.meters within the limits of the Thane Municipal Corporation hereinafter

called and referred to as the "said property " for the sake of brevity.

AND WHEREAS by and under Agreement of Sale dated 10th, December 2013, the said owner granted the said property to M/s. Rudis Developers viz. the Promoters herein at and for the price / consideration and on the terms and conditions therein contained and the said agreement is registered at the office of Sub-Registrar of Assurances at Thane-11 under No.3750/2013 dated 10.12.2013.

AND WHEREAS in pursuance to the said agreement, Owners executed Power of Attorney dated 10.12.2013 in favour of the Promoter herein and the same is registered at the office of Sub-Registrar of Assurances at Thane-11 under No. 3751/2013.

AND WHEREAS the Promoter has followed the requisite procedure to get the said property converted to non-agricultural assessment and use and accordingly Collector, Thane has issued a letter bearing No. Mahasul/K-1/T-1/VINISHITI/SR-79/2005 dated 19.11.2015 to Thane Municipal Corporation.

AND WHEREAS by and under the powers and authorities vested in the Promoter, the Promoter herein got the plans sanctioned and obtained the building commencement certificate from the Thane Municpal Corporation under No. TMC/TDD/1783/16 dated 28.04.2016.

AND WHEREAS in pursuance to the sanctioned plans and permissions, the Promoter has commenced the construction work on the said property and have completed the construction work of Building B to the extent of RCC work and as regards Building A, the Promoter has not obtained the building commencement certificate.

AND WHEREAS the Promoter has acquired the adjacent land admeasuring 2159.24 sq. meters forming a part of all that piece and parcel of land lying, being and situate at village Padle, Taluka and District Thane bearing Survey No. 31 Hissa No. 4 totally admeasuring 3010 sq. metres within the limits of Thane Municipal Corporation belonging to Shri Nanjiram Himmatji Choudhari, Shri Prabharam Anaji Choudhari, Shri Tolaram Venaramji Choudhari and Shri Rameshkumar Venaramji Choudhari under the Development Agreement dated 13.07.2016 registered at the office of Sub-Registrar of Assurances at Thane-5 under Serial No. 8365/2016 and has intended to amalgamate the land bearing Survey No. 30/2 and 30/3 totally admeasuring 2200 sq. metres along with the portion of land admeasuring 2159.24 sq. metres and have thus prepared and submitted the amalagamated

scheme of construction on the land totally admeasuring 4359.24 sq. metres for sanction and approval and the promoter is awaiting the approval and building commencement certificate in due course.

AND WHEREAS the Promoter is proceeding with the construction of Building B wing and has disclosed that in the revised approval and building commencement certificate, the Building B will not be altered and/or modifided, however the Building A and C will have the approval of ground plus seven upper floors in such revised sanction.

AND WHEREAS with this intention and disclouser the Promoters have intended to proceed with the development, sale and transfer of the flats and units presently in Building B and thereafter on grant of revised sanction plan and building commencement certificate proceed with the development, sale and transfer of the flats and units in the Building A & C.

AND WHEREAS the Promoter declares that the above referred agreements permissions and sanctions are still, subsisting and completely in force.

AND WHEREAS as per the above recited agreements and permissions, the Promoter is entitled to develop the said property and carry out the construction of the proposed building and to dispose of the residential flats / units constructed in the building on ownership basis and to enter into agreements with the purchaser and to receive the sale price in respect thereof and upon such disposal of the flats / units to convey the said land together with the building constructed thereon in favour of the cooperative housing society of all those several persons acquiring the respective flats / shops / units.

AND WHEREAS the Promoter has disclosed that in the said scheme of construction there are provisions of amenity areas and open spaces.

AND WHEREAS the Promoter has clearly brought to the notice and knowledge of the Purchaser herein the above facts of changes, modifications, further expansions, amalgamation of the adjacent lands in the scheme of construction and its present and future course of the scheme of development on the said property and / or the adjacent property in the manner herein recited and the Purchaser has clearly understood the same and in confirmation thereof has granted his / her clear, express, unequivocal and irrevocable consent for the same by executing agreeing to executing this agreement.

AND WHEREAS the Promoters have further intended to get the said plans and specification revised, renewed and altered for consumption of remaining floor space index, transfer of development rights, staircase floor space index and all other permissible floor space index to be used and utilized on the said property as may be granted by the concerned town planning

authority from time to time and further the Promoters have given the clear inspection of the plans and specifications to the Purchasers herein as regards the existing sanctioned buildings and the further proposed buildings to be constructed on the said property and the Promoters intended to avail additional floors on the said sanctioned buildings.

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals, disclosures, further expansions and future development as mentioned hereinabove which is clearly and elaborately brought to the notice and knowledge of the Purchaser herein for which the Purchaser has granted his/her express and irrevocable consent and confirmation for the same.

AND WHEREAS relying upon the above recitals and disclosures and the scope of further and future development being understood by the Purchaser to which the Purchaser has granted his/ her consent, the Purchaser is offered a flat bearing No._____ on _____ floor, admeasuring _____ sq.mt. carpet in Building No. _____ in the scheme of construction known as "**Sunanda Circle**" (herein after referred to as the said "premises") being constructed on the said property described in the First Schedule hereunder written.

AND WHEREAS the Purchaser after going through the entire disclosures, the future course of expansion and development and also verifying the site of the building and the work of construction and its progress thereof, the site of infrastructural and recreational facilities and amenities and nature and scope thereof and after being satisfied about the same has agreed to enter into this agreement and further expressly and irrevocable declare that he shall not raise any objection, claim, demand or action in respect of the additions, modifications, changes and / or further alterations in the scheme of construction as may be permitted the concerned town planning authorities from time to time and accordingly has granted his / her express and irrevocable consent and confirmation for the same.

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS the Promoter has agreed that in permitted time period the Promoter will register the Project under the provisions of

the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority.

AND WHEREAS on demand from the Purchaser, the Promoter has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

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 premises 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 buildings 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 authenticated copies of the plans and specifications of the premises agreed to be purchased by the Purchaser, 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 building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building and the said fact of such stage of progress of construction work, building wise, phase wise completion is also disclosed and brought to the notice and knowledge of the Purchaser herein.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Purchaser has applied to the Promoter for allotment of Flat being No. _____ on _____ floor in wing ____ situated in the building No. _____ of the scheme of construction known as "**Sunanda Circle**" being constructed being constructed on the said property described in the Schedule hereunder written being the said premises.

AND WHEREAS the carpet area of the said premises is _____ square meters and "carpet area" means the net usable floor area of the said premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said premises for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said premises for exclusive use of the Purchaser but includes the area covered by the internal partition walls of the premises.

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 WHEREAS, prior to the execution of these presents the Purchaser has paid to the Promoter a sum of Rs_____ (Rupees _____ _____) only, being part payment of the sale consideration of the premises agreed to be sold by the Promoter to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Purchaser has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said premises with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchaser hereby agrees to purchase the said premises.

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

1. The Promoter shall construct the said building/s presently as per the sanctioned plans and permissions on the said property described in the Schedule hereunder written 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 Purchaser in respect of variations or modifications which may adversely affect the premises of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.

1(a) The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser, the premises being Flat No. _____ carpet area admeasuring _____ sq. metres on _____ floor of the type _____ in the building No.____ of the scheme of construction known as "**Sunanda Circle**" (hereinafter referred to as "the Premises") as shown in the Floor plan thereof hereto annexed and marked Annexure D for the consideration of Rs. _____ (Rupees _____ _____ Only) including 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.

1(b) The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser covered parking spaces bearing No.____ situated at stilt being constructed in the layout for the consideration of Rs. _____.

1(c) The total aggregate consideration amount for the said Premises including covered parking spaces is thus Rs._____

1(d) The Purchaser has agreed and assured to pay the total consideration of Rs _____ (Rupees _____ _____ only) to the Promoter in the following manner -

i) Rs.10% paid as advance payment or application fee at the time of execution of this agreement.

ii) Rs.35% to be paid to the Promoter on completion of the Plinth of the wing in which the said Premises is situated.

iii) Rs.25% to be paid to the Promoter on completion of slabs of the wing in which the said Premises is situated.

iv) Rs.05% to be paid to the Promoter on completion of the walls and internal plaster of the said premises.

v) Rs.05% to be paid to the Promoter on completion of the, floorings and tiling work of the said premises.

vi) Rs.05% to be paid to the Promoter on completion of the staircases, lift wells, lobbies up to the floor level of the said premises.

vii) Rs.05% to be paid to the Promoter on completion of the external plaster and elevation of the building in which the said premises is situated.

viii) Rs.05% to be paid to the Promoter on completion of the doors, windows, sanitary fittings, lifts, water pumps, electrical fittings, floorings of staircase, common lobbies, entrance lobby terraces with water proofing, external plumbing, paving of area.

ix) Rs.05% be paid to the Promoter at the time of handing over of the possession of the said Premises to the Purchaser on or after receipt of occupancy certificate or completion certificate.

The Cheque / DD / Pay order to be drawn in favour to

M/s _____

A/C No:_____

IFSC CODE : _____

Bank _____

1(e) The Total Price above excludes all Property Taxes, Goods and Services Tax, Land Revenue, Non Agricultural Taxes, Other Taxes (Municipal/State/Federal) and/or other statutory duties (as and when applicable), levies, cesses, charges, deposits, premiums, duties imposed by the statutory authorities, stamp duty, registration charges, maintenance charges, layout maintenance charges, club house and other outgoings by any other name in respect of and applicable to the said property, project, building, flat existing on or imposed after the date of the Purchasers Application for Allotment / Request for Allotment, whether payable now and/or in future and / or those which is / are sub-judice, including interest and penalties thereon, including those which may become enforceable retrospectively and computed as per laws/rules/ regulations, and shall be to the account and liability of and borne and paid by the Purchaser alone, without any delay/protest, including if such amounts are proposed to

be deposited by the Promoter in fixed deposits, if such claims are sub-judice.

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

1(g) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser by discounting such early payments @ 3% per annum for the period by which the respective installment has been pre-pone. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser by the Promoter.

1(h) The Promoter shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Promoter shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1 of this Agreement.

1(i) The Purchaser 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 Purchaser undertakes not to object/ demand/direct the Promoter to adjust his payments in any manner.

2.1. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations 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 premises to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the premises.

2.2. Time is essence for the Promoter as well as the Purchaser. The Promoter shall abide by the time schedule for completing the project and handing over the said premises to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Purchaser 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 herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is ___ square meters only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Purchaser has agreed to purchase the said premises based on the proposed construction and sale of premises to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1. If the Promoter fails to abide by the time schedule for completing the project and handing over the said premises to the Purchaser, the Promoter agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Promoter, interest as specified in the Rule**,** on all the delayed payment which become due and payable by the Purchaser to the Promoter under the terms of this Agreement from the date

the said amount is payable by the Purchaser(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 Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, 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 Purchaser 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 Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the premises which may till then have been paid by the Purchaser to the Promoter.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall deduct 20% of the total amount of consideration received from the Purchaser and shall refund the balance amount within a period of thirty days of the termination.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular details to be provided by the Promoter in the said building and the premises as are set out in Annexure 'E', annexed hereto.

6. The Promoter shall give possession of the said premises to the Purchaser on or before ____ day of _____ 20__ with an extension in time thereof for six months or so. If the Promoter fails or neglects to give possession of the said premises to the Purchaser herein 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 Purchaser the amounts already received by him in respect of the premises 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 said premises on the aforesaid date, if the completion of building in which the Premises is to be situated is delayed on account of

i) Non-availability of steel, cement other building materials, water or electric supply and labour;

ii) War, civil commotion or Act of God;

iii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

If, however, the completion of the project is delayed due to the Force Majeure conditions then the Purchaser agrees that the Promoter shall be entitled to the extension of the time for delivery of the Possession of the Premises, provided that such force majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to force majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Purchaser the entire amount received by the Promoter from the Allotment within 30 days from that date. After any refund of the money paid by the Purchaser, Purchaser agrees that he/she shall not have any rights, claims, etc., against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.1 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the said premises to the Purchaser in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the said premises to the Purchaser. The Promoter agrees and undertakes to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser agree(s) to pay the maintenance

charges as determined by the Promoter or association of Purchaser s, as the case may be. The Promoter on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Purchaser shall take possession of the said premises within 15 days of the written notice from the Promoter to the Purchaser intimating that the said premises are ready for use and occupancy:

7.3 **Failure of Purchaser to take Possession of Said Premises from the Promoter:** Upon receiving a written intimation from the Promoter as per clause 7.1, the Purchaser shall take possession of the said premises 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 said premises to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the said premises to the Purchaser, the Purchaser brings to the notice of the Promoter any structural defect in the Premises or the building in which the Premises are situated 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 Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided after receiving of the flats from the Promoter, any damage due to wear and tear of whatsoever nature caused thereto, the Promoter shall not be responsible for the cost of re-instating and repairing such damages caused by the Purchaser and the Purchaser alone shall alone liable to rectify and re-instate the same at his own costs. Provided further however, that the Purchaser shall not carry out any alterations of the whatsoever nature in the said premises of phase wing and specific the structure of the said unit/ wing/ phase of the said building which shall include but not limit to column, beams, etc., or in the fittings, therein, in particular it is hereby agreed that the Purchaser shall not make any alteration in any of the fittings, pipes, water supply connections or any creation or alteration in the bathroom, toilet and kitchen which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing.

8. The Purchaser shall use the said premises or any part thereof or permit the same to be used only for purpose of which it is sanctioned and approved by the municipal authorities. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Purchaser along with other Purchaser(s) of premises in the building shall join in forming and registering the Cooperative Housing 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 byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register the common organisation of Purchaser. No objection shall be taken by the Purchaser 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 take into consideration the factual aspect as regards the administration, management of day to day affairs of the constructed and completed building and shall form a time frame policy for formation and registration of the cooperative housing society or association or limited and till such time shall call upon the purchasers who have acquired the flats to form an ad-hoc committee for carrying out the day to day administration and management of the said building in which the said premises is situated and shall render their sincere and utmost cooperation to such ad-hoc committee till the formation and registration of the society or association or limited company.

9.1. The Promoter after formation and registration of such ad-hoc committee, its administration and management and with the cooperation and support of the purchasers in the building/s shall form and register the cooperation housing society or association or limited company and within three months of such registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Owners in the said structure of the Building or wing in which the said premises is situated and further 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 Owners in the project land on which the building with multiple wings or buildings are constructed.

It is clearly brought to the notice and knowledge of the Purchaser herein that such formation of cooperative housing society or association or limited company and further its transfer of the building and the land underneath it shall always be executed by reserving the overall right, title, interest, possession, increases and incentives in future floor space index and proposed expansion in the scheme of construction as well tangible and intangible benefits, privileges, advantages accrued or to be accrued to the Promoter herein in the entire scheme of construction and such stipulations, covenants, rights and interest shall form an integral part of such transfer and assignment. It is further clearly brought to the notice and knowledge of the Purchaser herein that such transfer and assignment shall not prejudice or cause any hardship, obstruction and hindrance to the Promoter in exercising all the right, title, interest, powers and authorities vested in them in respect of the said entire property, the future course of construction, along with increases, incentives in use, utilization, consumption of the floor space index as may be permitted by the municipal and planning authorites in respect of the entire property and every part thereof as well as their absolute right to sell such additional flats and units to any intending purchaser, enter into agreement, receive and appropriate the sale proceeds thereof and to nominate such purchaser to the membership of the existing cooperative housing society or association or limited company as the case may be without any recourse and consideration to the Purchaser, the cooperative housing society or association of limited company as the case may be. It is clearly agreed and assured by the Purchaser that the Purchaser is aware of the said contents and fact thereof and in confirmation thereof has granted his express and irrevocable consent for the same.

9.2. Within 15 days after notice in writing is given by the Promoter to the Purchaser that the premises is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the premises) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed

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

10. THE Purchaser agrees and assures to pay Rs. _____ (Rs. _____ Only) on demand and/or prior to taking the possession of the said flat towards MSEDCL charges (meter deposit, charges, Cable charges, common electricity charges) water connection charges, legal charges, development charges and proportionate share of formation and registration of co-operative housing society, transformer if any.

    In addition to the above the Purchaser agrees and assures to pay the requisite amount and charges on account of stamp duty service tax, value added tax, local body tax and any other taxes and levies as may be imposed by the concerned government and semi-government authorities and the same shall be paid to the Promoters as and when demanded by the Promoters.

    The Purchaser shall also pay the provisional outgoings for municipal taxes, water bill, borewell common electric expenses, lift charges, infrastructure development charges in advance of 24 months at the time of time of possession.

    The Purchaser shall also bear and pay the electric meter and deposit charges as well as proportionate share for transformer installation and its equipments and accessories thereto.

11. The Purchaser shall pay the requisite costs for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or 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.

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

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said premises which will, in any manner, affect the rights of Purchaser under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said premises to the Purchaser in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the Association of Purchasers the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchasers;

x. The Promoter has duly paid and shall pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the possession of the premises is handed over or building completion or occupation certificate is obtained, whichever is earlier;

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 project land and/or the Project except those disclosed in the title report.

14. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the said premises may come, hereby covenants with the Promoter as follows :-

i. To maintain the said premises the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the said premises is taken and shall not do or suffer to be done anything in or to the building in which the said premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the said premises is situated and the said

premises itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said premises is situated, including entrances of the building in which the said premises is situated and in case any damage is caused to the building in which the said premises is situated or the said premises on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which it was delivered by the Promoter to the Purchaser and shall not do or suffer to be done anything in or to the building in which the said premises is situated or the said premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the said premises 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 said premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said premises is situated and shall keep the portion, sewers, drains and pipes in the said premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said premises without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the said premises is situated 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 premises in the compound or any portion of the project land and the building in which the said premises is situated.

vii. 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 giving water, electricity or any other service connection to the building in which the said premises is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said premises by the Purchaser for any purposes other than for purpose for which it is sold.

ix. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said premises until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up and necessary intimation is provided to the Promoter and no objection therefor is sought by the purchaser from the Promoter for such transfer and assignment.

x. The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the said premises in the Building and shall pay and contribute regularly and

punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which said premises is situated is executed in favour of Society/Limited Society, the Purchaser 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 buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which said premises is situated is executed in favour of Apex Body or Federation, the Purchaser 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 project land or any part thereof to view and examine the state and condition thereof.

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

16. The Promoters shall be entitled to sell the premises in the said building for the purpose of using the same as bank, dispensaries, nursing homes, maternity homes, coaching classes and for other non-residential purpose and the Purchaser herein along with the other Purchasers shall not raise any objection for such non-residential use of the premises sold by the Promoters to the intending Purchasers.

17. The Purchaser has seen the layout of the proposed building and has agreed and understood the common amenities like common roads, drainage, sewers, water pipe lines, street lights etc., shall be the common property and shall be available for common use by all the buyers of the premises in the said buildings and accordingly the Purchasers of the premises in the said buildings and the different common organisation will have unrestricted right of way in common spaces, roads and laying of pipelines, telephone and electric cables, sewerage and drainage line etc.,

18. THE Purchaser shall be responsible for additional municipal taxes that may be levied by reason of the user of any

permitted tenancy or leave and license agreement in respect of the premises allotted to the purchaser.

19. IT is hereby agreed that the Promoters shall be at liberty to amalgamate and / or combine one or more plots of land adjacent to the said land and get the plan of the proposed building/s to be constructed on the land so amalgamated / combined sanctioned from the planning authority and in such event form and get registered cooperative housing society of all the flats purchasers in the said buildings and the Purchaser herein shall not, in any manner object the said right of the promoters. It is further agreed that in such event (purchasers of the adjacent land for the purpose of development) the Promoter shall be at liberty and / or entitled to grant a right of way from or through the said land for approaching (or of the better approach) to the adjacent lands those would be acquired with a view to developing them and the Purchaser herein shall not object the said right of the Promoter in any manner.

20. The Purchaser/s hereby declare and confirm that he / she have entered into this agreement, after reading and having understood the contents of all the aforesaid exemption order, building permissions, deeds, documents, writings and papers and all disclosures made by the Promoter to the Purchaser/s and with full knowledge and information thereof and subject to the terms, conditions and stipulations imposed or which may hereafter be imposed by the concerned town planning authority and all other concerned government bodies and authorities and also subject to the Promoter's right to make the necessary amendments, variations, modifications and / or changes therein and their right to avail, use, utilise, consume and exploit the entire balance and additional floor space index available on the said property as well as the transferable development rights as may be permissible by law and other benefits in F.S.I. on the said land.

21. The Promoters have brought to the clear notice and knowledge of the Purchaser that during the course of construction, the promoter may seek and obtain financial assistance and cash credit facilities from any banks or financial institution and the Purchaser shall not raise any objection or obstruction to such creation of charge, mortgage and raising the finance by the Promoter. The Promoter agree and undertake such charge, mortgage shall be cleared by the Promoters as per the rules and regulations of the said bank and the Promoter shall obtain necessary consent and no objection for sale and transfer of the flat premises as intended to be acquired by the Purchaser under this present from such bank or financial institutions so as to effectuate

the legal and perfect transfer of the said premises in favour of the Purchaser herein, and the Promoter further declare that they shall all material times clear the said charge, mortgage of the said bank and shall deduce clear and marketable title to the said premises and the said entire property

22. It is expressly agreed that the Promoter shall be entitled to put a hoarding and / or cable network station mobile phone set up or station on the said property or on the building to be constructed on the said property and the said hoardings may be illuminated or comprising of neon sign or such other type or mode as may be designed by the Promoter and for the purpose Promoter is fully authorised to allow temporary or permanent construction or erection in installation either on the exterior or the said building or on the property as the case may be and the Purchaser agrees not to object or dispute the same. Necessary covenants, reservations in respect thereto shall be incorporated in the proposed conveyance. The Promoter or his nominees shall be exclusively entitled to the income that may be derived by display of such advertisement or installation of cable network or mobile phone station, at any time hereafter. The Purchaser shall not be entitled to any abatement in the price of the said premises or to object to the same for any reason and shall allow the Promoter, his agents, servants etc., to enter into the said property including the terraces and other open spaces in the building for the purpose of putting and / or preserving and / or maintaining and / or removing the advertisements and / or hoardings, neon lights or such installations etc., The Promoter shall be entitled to transfer or assign such right to any person or persons whom they deem fit and the purchaser shall not raise any objection thereto.

23. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the said premises 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 structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

24. Notwithstanding any other provisions of this agreement the Promoters has disclosed and brought to the knowledge of the Purchaser that it shall be at the sole and absolute discretion of the Promoter :

a) to form a separate/combined co-operative housing society or limited company or condominium of apartment or any other body or bodies of Purchasers to be formed and constituted.

b) to decide and determine how and in what manner the infrastructure including the common areas and amenity space, recreation garden, all other open spaces, layout or internal roads if any may be transferred and/or conveyed/ assigned/ leased.

c) to provide for and incorporate covenant and restriction and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads as well as garden attached to the ground floor flats, if any.

d) to decide from time to time to what extent the building/s along with land appurtenant to its transferred to the respective body formed.

e) to decide from time to time when and what sort of document of transfer should be executed.

f) to grant of right of access/way from and through the said property to the adjacent buildings and plots as well as the easement rights of the said property.

g) to form a federation of all the cooperative housing societies to be formed in the said scheme of construction and to convey the said land and the building to a apex body.

h) to execute the conveyance of the said property in parts, taking into consideration the divisions of property due to road, amenity space, recreational spaces and such conveyance and transfer of land will not be equivalent to the floor space index consumed in the construction of the building situated on the said land conveyed in favour of the society/ies.

and the Purchaser has clearly understood the same and in confirmation thereof has granted his / her clear, express, unequivocal and irrevocable consent for the same and shall not raise any objection, claim hindrance and obstruction to the rights, options and discretion as reserved by the Promoter herein

25. The Promoters have shown the layout of the entire property to the Purchaser and it is agreed and understood by and between the parties that taking into consideration the sanctioned layout the Purchaser covenant with the Promoters as under :-

v) that as per the sanctioned plans and permissions, the open spaces are to be strictly kept unencumbered and unobstructed.

vi) fencing, partition, retaining walls will not be constructed between the buildings.

vii) Cable/drainage/telephone lines etc., should be allowed in open space of the building undertaken for development.

viii) location of electric transformer/ sub-station shall be earmarked/defined by the Architect of the Developers

ix) common amenities and the estimate thereof as well as proportionate share thereto shall be ascertained by the Architect of the Developer.

x) the execution of the external compound wall will be as per the design and specification of the architect of promoters and the elevation of the buildings shall not be changed or altered.

xi) each building shall be maintained in good and proper condition along with the unobstructed right of access.

xii) the Promoter shall have the option to form a separate co-operative housing society of the buildings undertaken for development and such society will become the member of the Federal society of the said entire layout and the conveyance of the entire layout will be executed in favour of such Federal society and no separate conveyance will be executed in favour of any society.

xiii) it is clearly brought to the notice of the Purchaser herein and the Purchaser herein is clearly made aware that the Promoters have acquired the development rights of the land as described in the Schedule hereunder written however due to the certain reservations and / or set backs the area to be handed over and conveyed to the cooperative housing society and / or the corporate body will not be equivalent to the area of construction availed in the said buildings constructed on the said available land and the Purchaser herein will not raise any objection, hindrance or obstruction such execution of the conveyance and such execution of conveyance shall be executed taking into consideration the entire buildings constructed in the said property along with the right and interest in the common open spaces, playground etc.,

xiv) it is clearly brought to the notice of the Purchaser herein and the Purchaser herein is clearly made aware that the Promoter has acquired the adjacent land admeasuring 2159.24 sq. meters forming a part of all that piece and parcel of land lying, being and situate at village Padle,

Taluka and District Thane bearing Survey No. 31 Hissa No. 4 totally admeasuring 3010 sq. metres within the limits of Thane Municipal Corporation belonging to Shri Nanjiram Himmatji Choudhari and has intended to amalgamate the land bearing Survey No. 30/2 and 30/3 totally admeasuring 2200 sq. metres along with the portion of land admeasuring 2159.24 sq. metres and have thus prepared and submitted the amalagamated scheme of construction on the land totally admeasuring 4359.24 sq. metres for sanction and approval and the promoter is awaiting the approval and building commencement certificate in due course and the Promoter is proceeding with the construction of Building B wing and has disclosed that in the revised approval and building commencement certificate, the Building B will not be altered and/or modifided, however the Building A and C will have the approval of ground plus seven upper floors in such revised sanction and with this intention and disclouser the Promoters have intended to proceed with the development, sale and transfer of the flats and units presently in Building B and thereafter on grant of revised sanction plan and building commencement certificate proceed with the development, sale and transfer of the flats and units in the Building A & C.

xv) the Promoter has also brought to the knowledge of the Purchaser that the property on which the building is constructed forms an integral part of the entire scheme of construction of the entire property described in the first schedule and accordingly the Promoter and the Purchaser herein shall have the rights and interest and benefits of the common open spaces, internal road and access as well as infrastructural facilities of the entire scheme of construction described in the first schedule along with the other purchasers of the building in the said scheme of construction and accordingly the Purchaser shall cooperate and extend their sincere participation as well as the contribution of funds for maintenance and other outgoings of the said infrastructural facilities on the said scheme of construction as per the directions and discretion of the Promoters herein.

26. The Promoter has clearly brought to the notice and knowledge of the Purchaser that there will be changes, modifications, further expansions, amalgamation of the adjacent lands in the scheme of construction and its present and future course of the scheme of development on the said property and / or the adjacent property in the manner herein recited and the Purchaser has clearly understood the same and in confirmation thereof has granted his / her

clear, express, unequivocal and irrevocable consent for the same and shall not raise any objection, claim hindrance and obstruction to the rights, options and discretion as reserved by the Promoter herein.

27. BINDING EFFECT

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

28. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said premises as the case may be.

29. RIGHT TO AMEND

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

30. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS

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 Purchasers of the said premises, in case of a transfer, as the said obligations go along with the said premises for all intents and purposes.

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

32. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT
Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the said premises to the total carpet area of all the said premises in the Project.

33. FURTHER ASSURANCES
The Parties herein 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.

34. PLACE OF EXECUTION
The execution of this Agreement shall be complete 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 Purchaser, in after the Agreement is duly executed by the Purchaser and the Promoter or simultaneously with the execution the said Agreement shall be registered at the appropriate office of the Sub-Registrar.

35. The Purchaser 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.

36. That all notices to be served on the Purchaser and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Promoter by Registered Post A.D and notified Email

ID/Under Certificate of Posting at their respective addresses specified above.

It shall be the duty of the Purchaser and the promoter to inform each other their address, email ID or any change in address or email ID 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 Purchaser, as the case may be.

37. JOINT PURCHASERS
That in case there are Joint Purchasers all communications shall be sent by the Promoter to the Purchaser 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 Purchasers.

38. Stamp Duty and Registration and statutory taxes and levies:- The charges towards stamp duty and Registration of this Agreement as well as statutory government, Semi-Government taxes and levies, service tax, goods and service tax, value added tax and all other direct and indirect taxes shall be borne by the Purchaser alone. The Purchaser shall be entitled to the benefits offered to him under the provisions of Maharashtra Stamp Act in case of any transfer of the said premises by him to any intending purchaser subject to the provisions of the said Act.

39. Dispute Resolution: - Any dispute between parties shall be settled amicably**.** In case of failure to settled the dispute amicably, which shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

40 The Promoter/Developer has informed the Purchaser that they have obtained a construction finance for the project “Sunanda Circle” by mortgaging the project land to DCB Bank Ltd and as per the terms of the loan agreement DCB Bank Ltd has to provide the No Objection Certificate to every transaction of the Promoter/Developer in “Sunanda Circle” projects . The Promoter/Developer has accordingly obtained the same and it is attached as Annexure__”

41. 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.

42. The name of the Project and building shall be "**Sunanda Circle**" and this name shall not be changed without the written consent of the Promoters. The name of association shall also be decided by the Promoters at their discretion.

43. It is hereby made clear that furniture lay out, colour scheme elevation treatment, trees garden lawns etc. shown on the pamphlet and literature are shown only to give overall idea to the Purchaser and the same are not agreed to be provided by the promoters unless specifically mentioned and agreed in this agreement. The Promoters reserves the right to make changes in Elevations, Designs, and Colures of all the materials to be used at his sole discretion. In all these matters the decision of the Promoters are final and it is binding on the Purchaser/s.

44. This agreement shall always be subject to the provisions contained in Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under and any other provisions of Law Applicable thereto.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(Description of the Property)

Description of the Said Property

All those pieces and parcels of land lying, being and situate at Village Padle, Taluka and District Thane, bearing Survey No. 30, Hissa No. 2 admeasuring 1000 sq.metres and Survey No. 30 Hissa No.3 admeasuring 1200 sq.meters within the limits of the Thane Municipal Corporation within the limits of the Thane Municipal Corporation and bounded as follows:

On or towards East :

On or towards West :

On or towards North :

On or towards South :

together with all easement rights and benefits.

Description of the land to be amalgamated

All that portion of land admeasuring **2159.24 sq. meters** forming a part of all that piece and parcel of land lying, being and situate at village Padle, Taluka and District Thane bearing Survey No. 31 Hissa No. 4 totally admeasuring 3010 sq. metres within the limits of Thane Municipal Corporation belonging to Shri Nanjiram Himmatji Choudhari and others.

SECOND SCHEDULE ABOVE REFERRED TO

Description of the nature, extent of common areas and facilities.

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

SIGNED & DELIVERED
by the within named
Promoters
M/s. **Rudis Developer**
a partnership firm,
through its partner

_____ _____

SIGNED & DELIVERED
by the within named Purchaser/s

_____ _____

_____ _____

WITNESS:

1. Name: _____ _____
2. Name: _____ _____

RECEIPT

Received a sum of Rs._____ (Rupees _____ _____ only) from time to time prior to execution of this agreement in the following manner

Date	Cheque No.	Amount	Bank

from the purchaser herein as and by way of advance / part consideration subject to realisation.

I/We say received
M/s. **Rudis Developer**
a partnership firm,
through its partner

_____ _____

ANNEXURE – A -	Copy of Title Report
ANNEXURE –B - VI or VII and XII	Copy of Property Card or extract Village Forms
ANNEXURE –C-1	Copies of plans & Layout as approved by concerned Local Authority
ANNEXURE - C-2	Copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)
ANNEXURE –D	Authenticated copies of the plans and specifications of the said premises agreed to be purchased by the Purchaser as approved by the concerned local authority
ANNEXURE – E	Specification and amenities for the Premises,
ANNEXURE –F	Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority. –to be applied