

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Thane on this _____ day of _____ in the Christian Year Two Thousand _____ (20__)

B E T W E E N

BRIGHT SKY HEIGHTS BUILDERS & DEVELOPERS PVT. LTD. (formerly **SAPTASHREE SKY HEIGHTS CONSTRUCTIONS PVT. LTD.** and yet formerly **SKY HEIGHTS CONSTRUCTIONS PVT. LTD.**], PAN: AAOCS0371F, a Company incorporated under the Companies Act, 1956, having its Registered Office at 111, Horizon Tower, Bhakti Mandir Road, Hariniwas, Thane 400 602, through its Authorized Signatory, **Shri.** _____ hereinafter referred to as **PROMOTER** (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and assignees) of the **ONE PART**

A N D

1. _____,
Age _____ years, Indian Inhabitant, PAN: _____,
2. _____,
Age _____ years, Indian Inhabitant, PAN: _____,
3. _____,
Age _____ years, Indian Inhabitant, PAN: _____,
having Address at _____

hereinafter referred to as the **ALLOTTEE** (which expression shall, unless it be repugnant to the context or meaning thereof, in case of individual or more than one individual, mean and include all of them, their survivors and their respective heirs, executors, administrators and assigns and in the case of a Partnership Firm, mean and include all the Partners for the time being constituting the said firm, their survivors and their respective heirs, executors,

administrators and assigns and in the case of a Company, duly incorporated under the Companies Act, 1956, mean and include its successors and assigns and wherever the context so requires, shall mean and include, both singular or plural and masculine or feminine gender) of the **OTHER PART**

WHEREAS:

A. The Promoter herein is fully seized and possessed of and otherwise well and sufficiently entitled to develop with construction of multi-storey buildings all that pieces and parcels of the lands all situated at Village Padle, Taluka and District Thane, Near Shil Phata, on Shil-Kalyan Road, within the limits of Thane Municipal Corporation [for short called **TMC**], Registration District and Sub-District Thane and the details of which are given hereinbelow:

Survey No.	Hissa No.	Area H – R – P	Area Sq. Mts.	Abbreviation
59	1B	0 – 53 – 0	5300	Land-A
59	1A	0 – 23 – 0	2300	Land-B
60	1	0 – 26 – 1	2610	
60	2A	0 – 02 – 2	199.17	
61	1	0 – 12 – 5	1250	
61	5	0 – 20 – 0	1898.89	
67	---	0 – 02 – 0	200	Land-B
60	2B	0 – 03 – 6	360	Land-C
61	4	0 – 15 – 7	1570	
62	---	0 – 06 – 0	600	
Total			16288.06	

The said Land-A, the said Land-B and the said Land-C totally admeasuring about 16288.06 sq. mts. (Sixteen Thousand Two Hundred Eighty Eight point zero six square meters) are hereinafter collectively referred to as **Larger Land**.

B. At all the relevant times, the said Land-A was owned, held and possessed by one Dattu Atmaram Patil. The said Dattu Atmaram Patil has made and executed Development Agreement dated 22/07/2010 with the Promoter hereto, which is duly

registered at Sr. No.TNN-2/8968/2010 in the Office of Sub-Registrar, Thane-2 [hereinafter referred to as **Agreement-A**], whereby he has given to the Promoter all the rights of development of the said Land-A on the terms and conditions and for the consideration recorded therein. Pursuant thereto, the said Dattu Atmaram Patil has also executed General Power of Attorney dated 22/07/2010 registered at Sr. No.534/2010 in the Office of Sub-Registrar, Thane-2 [hereinafter referred to as **Power of Attorney-A**], constituting the Directors of the Promoter hereto as his true and lawful attorneys to deal with and develop the said Land-A and to do, execute and perform all acts, deeds, things and matters concerning the same. In pursuance of the said Agreement-A and the said Power of Attorney-A, the said Dattu Atmaram Patil put the Promoter hereto in vacant, peaceful and physical possession of the said Land-A.

C. By and under a Deed of Conveyance dated 20/01/2011 executed between the said Dattu Atmaram Patil and the Promoter hereto, which is duly registered in the Office of Sub-Registrar, Thane-2 at Sr. No.TNN-2/749/2011 [hereinafter referred to as **Conveyance Deed-A**], the said Dattu Atmaram Patil sold, transferred, conveyed, gave and assigned to the Promoter hereto a part portion admeasuring 150 sq. mts. out of the total area of 5300 sq. mts. of the said Land-A [hereinafter referred to as **Land-A (Part)**] and also put the Promoter hereto in vacant, peaceful, physical possession thereof. As such, the Promoter has become the absolute owner and fully seized and possessed of and otherwise well and sufficiently entitled to the said Land-A (Part) and accordingly its name is recorded in the 7/12 Extract in the column of Kabjedar pertaining to the said Land-A (Part).

D. At all the relevant times, the said Land-B described above with some other lands was owned, held and possessed by one Ganpat Atmaram Patil. The said Ganpat Atmaram Patil has executed Development Agreement dated 29/05/2008 and subsequently a Deed of Rectification dated 22/07/2010 and further subsequently a Supplementary Agreement dated 30/12/2010 with Strategic Nirman Pvt. Ltd., a Company duly

incorporated under the Indian Companies Act, 1956, having Registered Office at 35/151, Laxmi Vijay Industrial Estate, Off Link Road, Andheri [West], Mumbai – 400 053 [hereinafter referred to as **Strategic**], which are registered at Sr. Nos.TNN-2/5705/2008 and TNN-2/8952/2010 and TNN-2/1946/2011 respectively in the Office of Sub-Registrar, Thane-2 [hereinafter referred to as **Agreement-B and Rectification Deed and Supplementary Agreement-A** respectively] and thereby gave the rights of development of the said Land-B and such some other lands to the said Strategic for the price and upon the terms and conditions mentioned therein. Pursuant to the said Agreement-B, the said Ganpat Atmaram Patil has also executed General Power of Attorney dated 22/07/2010 registered at Sr. No.531/2010 in the Office of Sub-Registrar, Thane-2 [hereinafter referred to as **Power of Attorney-B**], constituting the Directors of the said Strategic as his true and lawful attorneys to deal with and develop the said Land-B and such some other lands and to do, execute and perform all acts, deeds, things and matters concerning the same on the terms and conditions as recorded therein. The said Ganpat Atmaram Patil also put the said Strategic in vacant, peaceful and physical possession of the said Land-B and such some other lands.

E. The said Ganpat Atmaram Patil also executed a Deed of Right of Way dated 22/07/2010 with the said Strategic, which is registered at Sr. No.TNN-2/8951/2010 in the Office of Sub-Registrar, Thane [hereinafter referred to as **Deed of Right of Way-A**] and thereby granted to the said Strategic right of way along 9 meters wide strip of land passing through all that piece and parcel of the land bearing Survey No.61, Hissa Nos.1 and 5 and Survey No.67 of Village Padle, Taluka and District Thane and as shown therein for the beneficial use, occupation, utilization, enjoyment, development etc. of the land bearing Survey No.66, Hissa No.2B. Though the said Deed of Right of Way-A came to be executed with respect to a strip of land described above passing through the land bearing Survey No.61, Hissa Nos.1 and 5 and Survey No.67 of Village Padle, Taluka and District Thane, which forms part of the said Land-B, in fact such Deed of Right of Way-A

was not required, as the said Strategic had already acquired development rights in respect of the land bearing Survey No.61, Hissa Nos.1 and 5 and Survey No.67 of Village Padle, Taluka and District Thane along with various other lands described in the said Agreement-B, the said Rectification Deed and the said Supplementary Agreement-A.

F. The said Strategic has made and executed Deed of Assignment dated 23/05/2012 with the Promoter hereto, registered at Sr. No. TNN9-01930/2012 in the Office of Sub-Registrar, Thane [hereinafter referred to as **Assignment Deed**] and thereunder has assigned to the Promoter hereto all the rights and interests acquired by it under the said Agreement-B, the said Rectification Deed, the said Supplementary Agreement-A in respect of the said Land-B and all the benefits, benefactors, rights and interests acquired under the said Deed of Right of Way-A etc. for the price and upon the terms and conditions recorded therein and in fact the Promoter has fully paid to Strategic the entire agreed consideration and has also undertaken the obligations and liabilities of said Strategic under the said Agreement-B, the said Rectification Deed, the said Supplementary Agreement-A, the said Deed of Right of Way-A etc. to be fulfilled in favour of the said Ganpat Atmaram Patil. The said Strategic has also executed substituted Power of Attorney dated 23/05/2012, registered at Sr. No.TNN9-01931/2012 in the Office of Sub-Registrar, Thane [hereinafter referred to as **Substituted Power of Attorney**] in favour of the Promoter hereto and thereby has constituted the Promoter hereto to deal with and develop the said Land-B and such some other lands and to do, execute and perform all acts, deeds, things and matters mentioned therein. The said Strategic has also put the Promoter hereto in vacant, peaceful and physical possession of the said Land-B and such some other lands.

G. Another Supplementary Agreement dated 16/10/2012 came to be executed between the said Ganpat Atmaram Patil, therein referred to as the Owner of the First Part, the said Strategic, therein referred to as the Developer / Assignor of the Second Part, and the Promoters herein, therein referred to as the Assignee of the

Third Part, which is registered at Sr. No.TNN-9/4224/2012 in the Office of Sub-Registrar, Thane [hereinafter referred to as **Supplementary Agreement-B**], whereby the Parties thereto recorded and confirmed execution and registration of the said Agreement-B, the said Power of Attorney-B, the said Rectification Deed, the said Deed of Right of Way-A, the said Supplementary Agreement-A, the said Assignment Deed and the said Substituted Power of Attorney and the said documents and the contents thereof being binding upon them. By and under the said Supplementary Agreement-B, it also came to be recorded and confirmed that the Promoter hereto would pay to the said Ganpat Atmaram Patil certain fixed monetary consideration, which in fact the Promoter has fully paid to the said Ganpat Atmaram Patil. By the said Supplementary Agreement-B, time for giving constructed premises to the said Ganpat Atmaram Patil as agreed under the said Agreement-B came to be extended for the reasons and exigencies mentioned in the said Supplementary Agreement-B.

H. At all the relevant times, the said Land-C with some other lands was owned, held and possessed by one Atmaram Dhiru Patil, who died intestate sometime in the year 1959, survived by his legal heirs and representatives, who in turn by way of Release, Oral Partitions etc. made between them gave the said Land-C with such some other lands absolutely to and in favour of Dattu Atmaram Patil, Sanjay Dattu Patil and Uttam Dattu Patil. By a Deed of Conveyance dated 13/03/2008 registered at Sr. No.TNN-1/1554/2008 in the Office of Sub-Registrar, Thane, the said Dattu Atmaram Patil, Sanjay Dattu Patil and Uttam Dattu Patil sold, transferred and conveyed the said Land-C with such some other lands to M/s. Shree Tisai Parivar Enterprises, a Partnership Firm and put the aforesaid Firm in vacant, peaceful and physical possession of the said Land-C with such some other lands. The said M/s. Shree Tisai Parivar Enterprises in turn made and executed a Deed of Conveyance dated 25/06/2010 in favour of the Promoter hereto, which is duly registered in the Office of Sub-Registrar, Thane-2 at Sr. No.TNN-2/7964/2010 [hereinafter referred to as **Conveyance Deed-B**] and thereby sold, transferred,

conveyed, gave and assigned the said Land-C with such some other lands to the Promoter hereto absolutely and also put the Promoter hereto in vacant, peaceful, physical possession thereof. As such, the Promoter hereto have become the absolute owner and fully seized and possessed of and otherwise well and sufficiently entitled to the said Land-C with such some other lands. Prior to the execution of the said Conveyance Deed-B, permission under Section 63 of BTAL Act and the Rules made thereunder came to be obtained. Name of the Purchaser hereto has been recorded in the 7/12 Extract in the column of Kabjedar pertaining to the said Land-C with such some other lands.

I. For the facts stated above, as aforesaid, the Promoter hereto became entitled to develop the said Larger Land by constructing multi-storey buildings thereon and to sell and allot flats, premises and units therein to prospective purchasers on ownership basis by executing Agreements in the form prescribed under the Maharashtra Ownership Flats Act, 1963 [for short called **MOFA**] and the Rules made thereunder.

J. The Promoter earlier had appointed Architects M/s. Godbole Mukadam & Associates for preparation of the plans for development of the said Larger Land and obtaining sanctions for the same, however the Promoter, for its convenience, has obtained due discharge from the said M/s. Godbole Mukadam & Associates and they are no more Architects for the development of the said Larger Land. The Promoter thereafter appointed M/s. Sakaar, Architects, duly registered with the Council of Architecture (hereinafter referred to as **Architect**) and also with Structural Engineers Mr. R.C. Tipnis, (hereinafter referred to as **Structural Engineer**) for the purpose of preparation of the layouts, plans, specifications, drawings, structural designs etc. of the buildings to be constructed on the said Larger Land and carrying out development thereof with the construction of buildings thereon and accept the professional supervision of the said Architect and the said Structural Engineer till the completion of the project of development of the said Larger Land as stated above, subject to

their performing their professional duties with due diligence and expediency and further reserving rights and authority to change, replace or substitute them solely at its discretion and if deemed fit and proper.

K. The District Collector of Thane, by Order vide No. Revenue / C-1 / T-1 / mauje Padle / NAP / SR-86 /2013 dated 04/09/2013, granted permission for Non-Agricultural use of the said Larger Land [hereinafter referred to as **N.A. Order**].

L. The Promoter hereto in the course of time submitted plans and specifications for development of the said Larger Land through the said Architect and the said Structural Engineer to TMC to be in consonance and consistent with the Development Control Regulations [for short called **D.C. Regulations**] of TMC, which after appropriate scrutiny came to be sanctioned and approved and Commencement Certificate in respect thereof came to be issued by the TMC vide V.P. No. S11/0015/10/TMC/TDD/0985/13 dated 30/10/2013 (herein after referred to as **Approved Plans** and **Commencement Certificate** respectively).

M. The Title Certificates in respect of the said Land-A, the said Land-B and the said Land-C have been issued by the Advocates certifying that title to the said Larger Land is clear and marketable and free from encumbrances.

N. As per the said Approved Plans multiple multi-storey buildings are permitted to be constructed on the said Larger Land namely: (i) **(Building-A)**-Commercial Building comprising of ground + 4 upper floors, (ii) **(Building-B)**- Residential Building with two Wings, each comprising of stilt + 20 upper floors, (iii) **(Building-C)**- Residential Building with 4 Wings, out of which one Wing comprising of stilt + 16 upper floors, other three Wings comprising of stilt + 1 upper floor and (iv) A **Club House Building** comprising of ground + 1 upper floor and Swimming Pool.

O. Presently the construction of one Wing of Building-B is completed about 92% and further work thereof is in progress and of another Wing is completed about 80% and further work thereof

is in progress. The construction of one Wing of Building-C is completed up to 12th floor slab and brick masonry up to 8th floor and further work thereof is in progress and construction of other two Wings of the said Building-C is completed only up to plinth level and further work thereof is not in progress while the construction of fourth Wing of the said Building-C is yet to be commenced and Club House Building construction is completed up to plinth level.

P. The complex of the buildings being constructed and to be constructed on the said Larger Land is named as **Galaxy**.

Q. Under documents executed with Dattu Atmaram Patil, the Promoter has paid to him price and consideration partly in terms of money and additionally has agreed to give and allot to him certain residential premises in the buildings being constructed and to be constructed on the said Larger Land (for short called **Dattu's Premises**).

R. Under documents executed with Ganpat Atmaram Patil, the Promoter has paid to him price and consideration in terms of money and additionally has agreed to give and allot to him certain residential premises and commercial premises in the buildings being constructed and to be constructed on the said Larger Land (for short called **Ganpat's Premises**).

S. While carrying out construction on the said Larger Land as described above, the Promoter has executed and got registered some agreements with third party purchasers as per the provisions of MOFA and Rules made thereunder thereby agreeing to sell and allot to such third parties premises in the buildings being constructed on the said Larger Land. The Promoter has also issued Allotment Letters to some third parties to sell and allot to them premises in the buildings being constructed on the said Larger Land. Likewise said Dattu and said Ganpat have also executed and got registered some agreements with third party purchasers as per the provisions of MOFA and Rules made thereunder thereby

agreeing to sell and allot to such third parties premises out of said Dattu's Premises and said Ganpat's Premises respectively.

T. The Wing No.5 in the said Residential Building-C which is presently permitted to be constructed as stilt + 16 upper floors as per the said Approved Plans as described above is hereinafter referred to as **Ongoing Building** and also as **Phase II**. The part portion admeasuring _____ sq.mtrs. out of the said Larger Land on which the said Ongoing Building is being constructed is hereinafter referred to as **Project Land** and the same is more particularly described in the **First Schedule** hereunder written. The buildings other than the said Ongoing Building i.e. the said Phase-II which are permitted to be constructed on part portions of the said Larger Land are hereinafter referred to as **Other Buildings**.

U. The said Ongoing Building is proposed to be comprising of stilt + 20 upper floors, that is additional four floors with the use and utilization of Floor Space Index (**FSI**) and/or Transferable Development Rights (**TDR**) as permissible under Development Control Regulations (**D.C. Regulations**) of TMC for the time being in force and plans with respect to the same are already finalized and in the process of being submitted to TMC for approval (hereinafter referred to as **Proposed Plans**) and on obtaining sanction for the same from TMC the Ongoing Building shall be comprising of stilt + 20 upper floors.

V. The development of the Project Land with construction of said Ongoing Building finally comprising of stilt + 20 upper floors is hereinafter referred to as the **Project**.

W. Meanwhile in view of the commencement and effect of the Real Estate (Regulations & Development) Act, 2016 (for short called **RERA**) and the Rules made thereunder, the development of the said Larger Land which includes the Project Land has become subject to the provisions thereof. The Promoter therefore has registered the Project under the provisions of RERA and Rules

made thereunder with the Real Estate Regulatory Authority (for short called **Authority**) vide No._____.

X. The copies of 7/12 Extracts pertaining to the said Project Land are hereto annexed collectively marked as **Annexure-A**. The sketch showing boundary of the said Project Land is hereto annexed marked **Annexure-B**. Copy of the location map being part of the said Approved Plans is annexed hereto marked **Annexure-C**. A copy of the said N.A. Order is hereto annexed marked **Annexure-D**. A copy of the Commencement Certificate is hereto annexed marked **Annexure-E**. Copies of the Title Certificates are hereto annexed collectively marked **Annexure-F**.

Y. The Promoter hereto while obtaining sanction to the said Approved Plans from TMC has paid and while obtaining sanction to said Proposed Plans would also pay to TMC scrutiny fees, development charges, betterment charges, various other charges, costs, expenses, levies, premia etc. payable under D.C. Regulations of TMC.

Z. While sanctioning the said Approved Plans TMC has laid down and further while sanctioning the said Proposed Plans, TMC would lay down certain terms, conditions, stipulations and restrictions, which are to be observed and performed by the Promoter while developing the Project Land and particularly constructing the said Ongoing Building i.e. Phase-II and upon due observance and performance of which only the Completion and Occupation Certificate in respect thereof shall be granted by TMC.

AA. The Allottee applied to the Promoter for allotment of a Residential Flat/Premises bearing No._____ having Carpet area _____ sq.mtrs. i.e. _____ sq. ft. on _____ floor in the said Wing No.5 being part of the said Building-C in the said Phase-II being constructed on the Project Land (hereinafter referred to as the **Apartment**); a floor plan whereof is annexed hereto marked **Annexure-G**, and which is more particularly described in the **Second Schedule** hereunder written on ownership basis. The Carpet area means net usable floor area of the said Apartment,

excluding area covered by external walls, areas under service shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use for the Allottee, but includes the area covered by the internal partition walls of the said Apartment. The Allottee has also applied to the Promoter to allot to him facility of ____ parking space/s at stilt of the said Ongoing Buildings (hereinafter referred to as **Parking Space**) and the location thereof is to be decided by the Promoter at its discretion at appropriate time.

BB. 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.

CC. The Allottee has agreed to purchase and acquire and the Promoter has agreed to allot to the Allottee the said Apartment with the facility of said Parking Space at or for price consideration of Rs._____/ - (Rupees _____ Only). Prior to the execution of these presents the Allottee has paid to the Promoter sum of Rs._____/ - (Rupees _____ only), being part payment of the sale consideration of the Apartment agreed to be allotted by the Promoter to the Allottee, the payment and receipt whereof the Promoter does hereby admit and acknowledge and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

DD. Under section 13 of the RERA the Promoter is required to execute a written Agreement with the Allottee for sale and allotment of the said Apartment to the Allottee being in fact these presents and the Parties are required to register the same under the Registration Act, 1908.

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

1. The Promoter shall construct the said Ongoing Building in the said Phase-II presently comprising of stilt + 16 upper floors as per the said Approved Plans and which is proposed to be stilt + 20 upper floors as per the said Proposed Plans on the Project Land and said Other Buildings to be constructed on other parts of the Larger Land with amendment to the said Approved Plans with use and utilization of additional Floor Space Index (**FSI**) and/or Transferable Development Rights (**TDR**) as permissible as per the Development Control Regulation of TMC for the time being in force and by obtaining sanctions for the same and further in accordance with the plans, designs and specifications as approved by TMC and other concerned Local Authority from time to time; Provided that the Promoter shall have to obtain prior consent in writing of the Allottee only in respect of variations or modifications which may adversely affect said Apartment, except any alteration or addition required by any Government authorities or due to change in law.

1. (a) (i) The Allottee does hereby agree to purchase and acquire from the Promoter and the Promoter does hereby agree to sell and allot to the Allottee the said Apartment, i.e. a Residential Flat/Premises bearing No. _____ having Carpet area _____ sq.mtrs. i.e. _____ sq. ft. on _____ floor in the said Wing No.5 being part of the Building-C in the said Phase-II being constructed on the Project Land (hereinafter referred to as the **Apartment**); a floor plan whereof is annexed hereto marked **Annexure-G**, and which is more particularly described in the **Second Schedule** hereunder written on ownership basis at or for the price consideration of Rs. _____/- (Rupees _____ only) inclusive of the proportionate price of the common areas and facilities to be provided and the nature, extent and description of which is more particularly described in the **Third Schedule** hereunder written.

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee said Parking Space i.e. _____ parking/s at stilt of the said Ongoing Buildings being constructed on the Project Land at or for the consideration of Rs. _____/- (Rupees _____ Only) and the location of

which is to be decided by the Promoter at its discretion at appropriate time.

1. (b) The total aggregate price consideration amount for the said Apartment including said Parking Space is thus Rs.____/- (Rupees _____ only).

1. (c) The Allottee has paid on or before execution of this agreement a sum of Rs.____/- (Rupees _____ only) as part payment of the agreed price consideration and hereby agrees to pay to the Promoter the balance of the agreed price consideration being Rs.____/- (Rupees _____ Only) in the following manner :-

- i. Rs.____/- (Rupees _____) to complete 30% of the agreed price consideration to be paid to the Promoter within ____ from execution of Agreement.
- ii. Rs.____/- (Rupees _____) to complete 45% of the agreed price consideration to be paid to the Promoter on completion of the Plinth of the said Ongoing Building in which the said Apartment is located.
- iii. Rs.____/- (Rupees _____) to complete 70% of the agreed price consideration to be paid to the Promoter on completion of the slabs including podiums and stilts of the said Ongoing Building in which the said Apartment is located.
- iv. Rs.____/- (Rupees _____) to complete 75% of the agreed price consideration to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- v. Rs.____/- (Rupees _____) to complete 80% of the agreed price 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. Rs.____/- (Rupees _____) to complete 85% of the agreed price consideration to be paid to the Promoter

on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the said Ongoing Building in which the said Apartment is located.

vii. Rs._____/ - (Rupees _____) to complete 95% of the agreed price 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 appurtenant and all other requirements as may be prescribed in the Agreement of sale of the said Ongoing Building in which the said Apartment is located.

viii. Rs._____/ - (Rupees _____) being the balance of the agreed price 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 Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project) paid or payable to the Government and/or other concerned Authorities up to the date of handing over the possession of the said Apartment; as the Promoter, as facilitator; is collecting the same to be so paid to the Government and/or other concerned Authorities; and as such the Allottee shall pay all such taxes as his share to be in proportion to the price paid or payable by the Allottee as and when demanded by the Promoter.

1. (e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter 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 installments payable by the Allottee by discounting such early payments @____ % per annum for the period by which the respective installment has been pre-poned. 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 said Ongoing Buildings in which the said Apartment is situated 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 3% (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 under any head(s) of dues against lawful outstanding, if any, in his name as the Promoter may in their sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said Approved Plans and/or at the time of sanctioning of amended 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 said Project of the said Ongoing Building and handing over the said Apartment to the Allottee and the common areas to the Apex Body of the Societies, Associations or Companies of the allottees of the apartments in the said Ongoing Building being constructed on the Project Land after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him 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 (**FSI**) available as on date in respect of the Larger Land is ____ sq. mtrs. only and Promoter has planned to utilize additional/floating FSI of the Larger Land and also by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various Schemes 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 development of the said Larger Land. The Promoter has disclosed the FSI as proposed to be utilized by it on the Larger Land 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, TDR etc. as aforesaid and on the understanding that the declared proposed FSI, TDR etc. 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 Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the Project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoter and in such eventuality the Promoter shall be entitled to levy additionally Service Tax, GST, VAT etc. to be paid over to the Government and/or other concerned Authorities.

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 proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, the Promoter shall at its 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 their 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 installments of sale consideration of the Apartment which may till then have been paid

by the Allottee to the Promoter and in such eventuality the Promoter shall be entitled to levy additionally Service Tax, GST, VAT etc. and deduct or adjust the same to be paid over to the Government and/or other concerned Authorities.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts to be provided by the Promoter in the said Ongoing Building and the Apartment are as set out in **Annexure-H** annexed hereto.

6. The Promoter shall give possession of the said Apartment to the Allottee on or before end of _____, 20____. If the Promoter fails or neglects to give possession of the said Apartment to the Allottee on account of reasons beyond its control and of its agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by it in respect of the said Apartment with interest at the same rate as may mentioned hereinbefore 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 said Ongoing Building in which the said Apartment is to be situated is delayed on account of -

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

7.1. PROCEDURE FOR TAKING POSSESSION - The Promoter, upon obtaining the Occupancy Certificate in respect of the said Ongoing Building from the Competent Authority and the payment made by the Allottee as per this Agreement shall offer in writing the possession of the said Apartment to the Allottee in terms of this Agreement to be taken within 3 (three months) from the date of issue of such notice and the Promoter shall give possession of the said Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the

Promoter. The Allottee agrees to pay the maintenance charges as determined by the Promoter or association of allottees in the said Ongoing Building and other buildings constructed on the Project Land, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the Occupancy Certificate of the said Ongoing Building in which the said Apartment is situated.

7.2 The Allottee shall take possession of the said Apartment within 15 days of the written Notice from the Promoter to the Allottee intimating that the said Apartment is ready for use and occupancy.

7.3 FAILURE OF ALLOTTEE TO TAKE POSSESSION OF [APARTMENT]: Upon receiving a written intimation from the Promoter as per Clause (7.1) above, the Allottee shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the said Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Clause (7.1) above, the Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the said Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Apartment or the said Ongoing Building in which the said Apartment is 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 its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter compensation for such defect in the manner as provided under the RERA and Rules made thereunder; provided that if such defects are of minor nature and/or if the same have occurred due to any internal changes or alterations made by the Allottee in the said Apartment and/or any other allottee in the said Ongoing Building, the Promoter shall not be responsible or liable to rectify

the same and it shall be the liability and responsibility of the Allottee to carryout the same at his own cost and expense.

8. The Allottee shall use the said Apartment or any part thereof or permit the same to be used only for purpose for which the same is allotted and shall use the said Parking Space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottees of the apartments in the said Ongoing Building in which the said Apartment is situated, shall join in forming and registering the Society or Association or a Limited Company of the allottees of the flats and apartments in the said Ongoing Building 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, rules and regulations, the Memorandum and/or Articles of Association, as the case may be, of the proposed Society, Association or Company and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register such Society, Association or Company. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws, rules and regulations or the Memorandum and/or Articles of Association, as may be, required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company of the allottees of the apartments in the said Ongoing Building and only after all the flats, units, apartments in the said Ongoing Building are sold and allotted by the Promoter to other allottees and such other allottees are made members of Society, Association or Company of the said Ongoing Building, cause to be transferred to such Society, Association or Company all the right, title and the interest of the

Promoter in the said structure of the said Ongoing Building in which the said Apartment is situated.

9.2 The development of the Project Land being in Phase-wise manner, the Promoter shall, only after completing the construction of the last of the buildings to be constructed on the Larger Land and obtaining Occupancy Certificate in respect thereof, form and register Federation/Apex Body of the Societies, Associations or Companies of all the buildings constructed in the Larger Land to be known by such name as the Promoter may decide and for this purpose also from time to time the Allottee shall sign and execute the Application for registration and/or membership and the other papers and documents necessary for the formation and registration of such Federation/ Apex Body and for becoming a member, including the byelaws, rules and regulations, the Memorandum and/or Articles of Association, as the case may be, of the such Federation/Apex Body and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register such Federation/Apex Body. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws, rules and regulations or the Memorandum and/or Articles of Association, as may be, required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The Promoter shall, within three months of registration of the Federation/Apex Body of the Societies, Associations or Companies of all the buildings in the Larger Land and only after sale and allotment of the flats, premises, apartments, units etc. in all such buildings to other allottees and such other allottees are enrolled as members of the Societies of the buildings constructed on the Larger Land and of such Federation/Apex body cause to be transferred to such Federation/Apex body all the right, title and the interest of the Promoter in the Larger Land on which such buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy,

the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the Larger Land/Project Land and buildings constructed thereon 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 Larger Land/Project Land and buildings constructed thereon. Until the Society, Association or Company of the Ongoing Building in which the said Apartment is located is formed and the said Ongoing Building is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs._____/ - per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a Conveyance of the said Ongoing Building is executed in favour of the Society, Association or Company as aforesaid. On such Conveyance being executed for the said Ongoing Building aforesaid, deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to such Society, Association or Company, as the case may be.

10. The Allottee shall on or before delivery of possession of the said Apartment pay to the Promoter, the following amounts:-

- (i) Rs._____/ - for share money, application entrance fee of the Society, Association or Company to be formed of the allottees in the said Ongoing Building.
- (ii) Rs._____/ - for formation and registration of the Society, Association or Company to be formed of the allottees in the said Ongoing Building.
- (iii) Rs._____/ - for proportionate share of taxes and other charges/levies in respect of the Society, Association or

Company to be formed of the allottees in the said Ongoing Building.

- (iv) Rs._____/ - for deposit towards provisional monthly contribution towards outgoings of Society, Association or Company to be formed of the allottees in the said Ongoing Building.
- (v) Rs._____/ - For Deposit towards facilitating Water, Electric, and other utility and services connection charges for the said Ongoing Building and/or the Project Land &
- (vi) Rs._____/ - for deposits of electrical receiving and Sub Station provided for said Ongoing Building and/or the Project Land.

11. The Allottee shall pay to the Promoter sum of Rs._____/ - for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoter in connection with formation of the said Society, Association or Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the Conveyance.

12. The Allottee shall on or before delivery of possession of the said Apartment pay to the Promoter the amounts and sums being his proportionate share towards development charges, betterment charges, municipal charges, charges/taxes for land under development, balcony premium etc. in proportion to the area of the said Apartment. The amounts and the sums so to be paid by the Allottee shall be decided by the Promoter and the same shall not be disputed by the Allottee anytime thereof.

13. The Allottee shall on or before delivery of possession of the said Apartment pay to the Promoter Service Tax, VAT, LBT, GST any other future levies/taxes) taxes as applicable from time to time with respect to sale and allotment of the said Apartment to the Allottee and this Agreement and also with respect to payments mentioned in Clause Nos. 9 to 12 written above.

14. It is specifically agreed and understood that aforesaid amounts shall be paid by the Allottee to the Promoter to defray the cost, expenses, charges etc. made and/or may be required to be incurred by the Promoter from time to time and hence if there is any additional cost, expenses, charges etc. required to be paid in these regards, the Allottee shall be liable to pay the same when demanded. It is made clear and specific that the Promoter shall not be under obligation to maintain separate account in these regards, nor liable to give account thereof to the Allottee hereto, nor the Allottee shall be entitled to demand the same.

15. The Promoter has proposed to provide CLUB facility in the said Club House Building and the Allottee does hereby agree to be a member of the Club House facility and its membership will be subject to the terms and conditions and usage charges as may be framed from time to time by the Promoter and/or at the instance of the Promoter by operator(s) of Club House Facility. The right to use the facilities at the said Club House Facility shall be personal to the persons who are for the time being owners of the apartments in the buildings to be constructed on the said Larger Land and shall not be transferable in any manner to any third person or party whatsoever. In the event the said Apartment is sold by the Allottee then the Allottee shall be deemed to have transferred the right to utilize the said Club House Facility to the transferee of the said Apartment. However, it is clarified that the Promoter shall be entitled to grant membership rights to such person(s) as they may deem fit, subject to such person being holder/owner/occupants of the apartment in the buildings to be constructed on the Larger Land and the Allottee shall not be entitled to object to the same. The Allottee shall be obliged to pay the charges, if any, levied by the operator of the Club House Facility for service(s) availed of by the Allottee/ the Allottee shall be obliged to pay the towards club membership fees of Club House Facility and any other charges, costs, expenses as may be decided and finalized by the Promoter from time to time.

16. The Promoter has informed the Allottee that water connection from the TMC and/or other Local Authorities is

presently available at discretion of TMC and it is uncertain when the same would be made available and as such the Purchaser shall not demand for water supply until the same is made available by TMC and/or other Local Authorities.

17. The Promoter shall, only after completing the construction of the said Ongoing Building in which the said Apartment is situated as per the said Approved Plans and/or as per the revised/amended plans with the use and utilization of floating FSI/TDR which are got approved by the Promoter from concerned Authority from time to time as stated hereinabove and after obtaining Occupancy Certificate or Completion Certificate in respect of said Ongoing Building and only after all the flats, premises, units, apartments therein are sold and allotted to other allottees and such other allottees are made members of the Society, Association or Company of allottees of the flats, premises, units, apartments in the said Ongoing Building cause to be transferred to the Society, Company or Association of the allottees of the apartments in said Ongoing Building all the right, title, claim and interest in the Project Land on which said Ongoing Building is situate (excluding the stilt meant for parking) by obtaining or by executing necessary Deed of Conveyance or any other deed/document. The Allottee shall also not be entitled to demand such Conveyance until such time.

18. The Promoter shall, only after completing the construction work of all the buildings in the Larger Land as per the said Approved Plans and/or as per the revised/amended plans with the use and utilization of floating FSI/TDR which are got approved by the Promoter from concerned Authority from time to time as stated in these Presents and after selling and allotting all the apartments in the buildings so constructed in the Larger Land and after obtaining Occupancy Certificate or Completion Certificate in respect thereof and after giving possession of all such apartments to the respective buyers, allottees etc., cause to be transferred to the Federation/Apex Body of the Societies, Companies or Associations of the allottees of the apartments in the buildings to be constructed on the Project Land, all the right, title, claim and

interest in the Project Land together with the buildings constructed thereon by obtaining or by executing necessary Deed of Conveyance or any other deed/document. The Allottee shall also not be entitled to demand Conveyance of the Larger Land, unless and until the development of the Larger Land is completed in all respects as stated herein and until all the apartments in the buildings constructed thereon are sold and allotted by the Promoter. The time for execution of such Deed of Conveyance or any other deed/document of transfer in the manner as aforesaid shall arrive only after the entire development of the Larger Land in the manner stated herein is completed by the Promoter in all respects.

19. At the time of registration of Conveyance of the structure of the said Ongoing Building and/or the Project Land, the Allottee shall pay to the Promoter, the Allottee's share of Stamp Duty and Registration Charges payable, by the said Society, Association or Company and/or Federation/Apex Body on such Conveyance or any document or instrument of transfer in respect of the said Ongoing Building and/or the Project Land. At the time of registration of conveyance of the Larger Land, the Allottee shall pay to the Promoter, the Allottee's share of Stamp Duty and Registration Charges payable by the said Federation/Apex Body on such Conveyance or any document or instrument of transfer in respect of the buildings constructed on the Larger Land and the Larger Land to be executed in favour of the said Federation/ Apex Body.

20. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the said Larger Land which includes 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 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, however there is frivolous pending litigation in Thane Civil Court in which there has not been any orders affecting the rights, title, claim and interest of the Promoter with respect to Larger Land which includes the Project Land.
- iv. There is frivolous pending litigation in Thane Civil Court in which there has not been any orders affecting the rights, title, claim and interest of the Promoter with respect to Larger Land which includes the Project Land.
- v. All Approvals, Licenses and Permits issued by the Competent Authorities with respect to the Project, Project Land and said Ongoing Building 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 Ongoing Building 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, said Ongoing Building and common areas.
- vi. The Promoter has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.
- vii. The Promoter has not entered into any agreement for sale and/or Development Agreement or any other Agreement/ arrangement with any person or party with respect to the

Project Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement.

- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement.
- ix. At the time of execution of the Conveyance Deed of the structure of the said Ongoing Building to the Society, Association or Company of the allottees, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure of the said Ongoing Building to such Society, Association or Company.
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the Competent Authorities till possession of the said Ongoing Building is handed over to the Society, Association or Company of the allottees therein.
- 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 Project Land) 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.
- xii. The Promoter shall only facilitate obtaining water and electricity supply and other utilities but do not guarantee the availability of the same and the same shall be dependent on the local conditions and availability of the same as per the Authorities concerned.

21. The Allottee or himself with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

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

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

iii) To carry out at his own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the said Ongoing Building in which the said Apartment is situated or the said Apartment which may be contrary to the rules and regulations and bye-laws of the concerned Local Authority or other Public Authority. In the event of the Allottee committing any act in contravention of the above

provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned Local Authority and/or other Public Authority.

iv) Not to demolish or cause to be demolished the said Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Ongoing Building in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenantable repair and condition and in particular, so as to support shelter and protect the other parts of the said Ongoing Building in which the said Apartment 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 Apartment without the prior written permission of the Promoters and/or the Society, Association or Company of the allottees in the said Ongoing Building.

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 said Ongoing Building in which the said Apartment 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 Apartment in the compound or any portion of the Project Land and the said Ongoing Building in which the said Apartment 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 said Ongoing Building in which the said Apartment is situated.

viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the

concerned local authority and/or Government and/or other public authority, on account of change of user of the said Apartment by the Allottee for any purposes other than for the purpose for which the same is allotted.

ix) Not to erect or fix grills to windows, balconies, other openings in the said Apartment otherwise than the design and specifications finalized by the Promoter which have been made known to the Allottee.

x) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and until the Society, Association or Company of the allottees in the said Ongoing Building is formed and registered and the said Ongoing Building is handed over to such Society, Association or Company as the case may be and if the Allottee transfers the said Apartment and said Parking Space to any third party before such time, the Allottee shall have to obtain written consent and no objection from the Promoter.

xi) The Allottee shall observe and perform all the rules and regulations which the Society, Association or Company of the allottees of the said Ongoing Building and/or Apex Body or Federation of various buildings constructed or being constructed or to be constructed 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 Ongoing Building and the said Apartment therein and for the observance and performance of the Ongoing Building Rules, Regulations and Bye-laws for the time being of the concerned Local Authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society, Association or Company of the allottees of the said Ongoing Building and/or Apex Body or Federation of various buildings constructed or being constructed or to be constructed regarding the occupancy and use of the Apartment in the said

Ongoing 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.

xii) Till a conveyance of the structure of the said Ongoing Building in which said Apartment is situated is executed in favour of Society, Association or Company of the allottees in the said Ongoing Building, the Allottee shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Ongoing Building or any part thereof to view and examine the state and condition thereof.

xiii) Till a conveyance of the Project Land on part of which the said Ongoing Building in which said Apartment is situated and of other buildings constructed or being constructed or to be constructed therein is executed in favour of the Apex Body or Federation of Societies, Associations or Companies of all such buildings, the Allottee shall permit the Promoter and its 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.

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

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 Apartment and said Ongoing Building or any part thereof and/or of any part of the Project Land. The Allottee shall have no claim save and except in respect of the said Apartment 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 said Ongoing Building is transferred to the Society, Association or

Company or other body of the allottees in the said Ongoing Building and until the Project Land is transferred to the Apex Body /Federation as hereinbefore mentioned.

24. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE After the Promoter execute this Agreement they shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such said Apartment.

25. BINDING EFFECT

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

26. 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 Apartment, the said Ongoing Building and/or the Project Land or any part thereof, as the case may be.

27. RIGHT TO AMEND

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

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

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

29. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA 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 RERA and/or the Rules and Regulations made thereunder and/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.

30. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottees in Project, the same shall be in proportion to the carpet area of the

said Apartment to the total carpet area of all the apartments in the Project.

31. FURTHER ASSURANCES

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

32. 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 Allottee and after this Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar.

33. The Allottee and/or Promoter shall present this Agreement as well as the Conveyance 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.

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

Name of Allottee

(Allottee's Address)

Notified Email ID:_____

M/s Promoter name

(Promoter Address)

Notified Email ID: _____

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

35. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him which shall for all intents and purposes to consider as properly served on all such Joint Allottees.

36. STAMP DUTY AND REGISTRATION: The charges towards stamp duty and Registration of this Agreement as also with respect to all consequential deeds, documents to be executed in pursuance of this Agreement shall be borne and paid by the Allottee in proportion to the carpet area of the said Apartment.

37. DISPUTE RESOLUTION: Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably the same shall be referred to the Regulatory Authority as per the provisions of RERA and Rules and Regulations, thereunder.

38. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts specified under RERA will have the jurisdiction for this Agreement.

FIRST SCHEDULE REFERRED TO HEREINABOVE

(Project Land)

All that piece and parcel of the land admeasuring about _____ sq.mtrs being part of the said Larger Land i.e. all that pieces and parcels of the lands / properties all situated at Village Padle,

Taluka and District Thane, Near Shil Phata, on Kalyan-Dombivli Road, within the limits of Thane Municipal Corporation, Registration District and Sub-District Thane, the details of which are given below:

Survey No.	Hissa No.	Area H – R – P	Area Sq. Mts.	Abbreviation
59	1B	0 – 53 – 0	5300	Land-A
59	1A	0 – 23 – 0	2300	Land-B
60	1	0 – 26 – 1	2610	
60	2A	0 – 02 – 2	199.17	
61	1	0 – 12 – 5	1250	
61	5	0 – 20 – 0	1898.89	
67	---	0 – 02 – 0	200	Land-C
60	2B	0 – 03 – 6	360	
61	4	0 – 15 – 7	1570	
62	---	0 – 06 – 0	600	
Total			16288.06	

SECOND SCHEDULE REFERRED TO HEREINABOVE
(Apartment)

Residential Flat / Premises bearing No._____, having carpet area _____ sq.mtrs. i.e. _____ sq.ft. on ____ Floor in the said Wing No.5 being part of the said Building-C in the Phase-II of the said “Galaxy” being constructed on the said Project Land.

THIRD SCHEDULE REFERRED TO HEREINABOVE

Description, nature & extent of the common areas & facilities

- 1) Common terraces on the top of the building.
- 2) Common staircases, lifts, landings, common passages.
- 3) Entrance lobbies.
- 4) The electrical installations, common lightings.
- 5) Pump Room, Suction Pumps, Water Lines, Overhead and Underground Water Tanks.
- 6) Drainage lines, Sewage Lines, Plumbing.

- 7) Compound Wall, Common Gates.
- 8) Open areas around the building.
- 9) Pathways, internal roads, accesses.
- 10) Garden / Recreational areas.

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

THE COMMON SEAL OF)
the withinnamed **PROMOTER**)
BRIGHT SKY HEIGHTS BUILDERS &)
DEVELOPERS PVT. LTD.)
was hereunto affixed pursuant to)
the Resolution passed at the Meeting of)
their Board of Directors held on _____)
in the presence of **Mr.** _____,)
the Director of the Company, who has in)
token thereof subscribed his signature)
hereunto in the presence of)

1.

2.

SIGNED AND DELIVERED by)
the withinnamed **ALLOTTEE**)
Shri./Smt./M/s. _____,)
in the presence of)

1.

2.

R E C E I P T

RECEIVED of and from the within named **ALLOTTEE** a sum
of Rs. _____/- (Rupees _____
_____ Only)
by Demand Draft /Pay Order / Cheque No. _____
dated _____ drawn on _____
Bank, _____ Branch, being the amount of
part consideration to be paid by him to us as per these Presents.

Rs. _____/-

I / WE SAY RECEIVED

(Subject to realization of instrument)

**For BRIGHT SKY HEIGHTS BUILDERS &
DEVELOPERS PVT. LTD.**

**(Authorized Signatory)
(PROMOTER)**

Witnesses:

1.

2.