Village : Diaghar
Flat No. : _____, On _____ Floor,
Flat Area : _____ sq. meters (RERA Carpet)
Market Value : Rs. _____/-
Agreement Value : Rs. _____/-

AGREEMENT FOR SALE

This Agreement is made at Daighar, Thane

On this _____ day of _____, 2024

BETWEEN

M/s. **Lotus Group**, a partnership firm, having its registered office at S.no 99/2/A,100/1/2,100/2, Opp. Bhoomi Lawns, Nr. Maruti Showroom, Kalyan Shil Road, Daighar, Taluka-Thane, Dist.Thane-421204 and site office at Survey No. 99/2/A,100/1/2,100/2,Village Daighar, Takuka and District Thane represented by its partner _____ hereinafter called and referred to as the **Promoters** (which expression shall unless it be repugnant to the context or meaning thereof mean and include its executors, administrators and assignees) being the Party of the First Part.

A N D

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

WHEREAS Shri. Shaukat-ali Abdul Kudrus Chaudhary is the owner of all those pieces and parcels of land lying, being and situate at

village Daighar, Taluka Thane, District Thane, within the limits of the Thane Municipal Corporation as per old revenue record bearing as under:

Survey No	Hissa No.	Area (sq. metrs)
99	2/A	2800
100	1/2	2960
100	2	3840
	Total →	**9600**

being a consolidated single holding and contiguous piece of land and hereinafter called and referred to as the "entire Property";

AND WHEREAS by and under Agreement for Development dated 15.09.2011 and Power of Attorney dated 15.09.2011 registered at the office of Sub-Registrar of Assurances at Thane-9 under serial No. 3640/2011 and 3641/2011 on 15.09.2011 the said Owner- Shri. Shaukat ali Abdul Kudrus Chaudhary granted the development rights in respect of the said entire property to M/s. Lotus Group viz. the Promoter herein and the Promoter is entitled to and/or seized and possessed of the said entire property.

AND WHEREAS by and under the powers and authorities vested in favour of the Promoter herein, the Promoter amalgamated the said entire property and submitted the plan for sanction and approval to the Thane Municipal Corporation on the land admeasuring 9600 sq. metres and during the course of scrutiny the area of the property as per site stood at 8534.44 sq. metres and out of such land an area admeasuring 181.55 sq. metres was not in possession and thus the balance land admeasuring 8352.89 sq. metres and deducting therefrom an area admeasuring 8.86 sq. metres being affected by Road widening area the balance land stood at 8344.21 sq. metres and accordingly the out of the entire property the Promoter proposed the Building "A" and Building "B" as shown on the plan thereto and obtained the present sanction under building permission No.231740 bearing Permit No.TMCB/B/ 2024/APL/00955 dated 15.01.2024, the Corporation has permitted the sanction of

Building "A" comprising of basement floor, ground floor, mezzanine floor, 1st and 2nd floor, 3rd Floor, 4th Floor, 5th and 7th to

10th floor, 6th and 11th floor, 12th floor, 13th to 15th floor and 17 to 20th floor 16th floor

Building "B" comprising of basement floor, stilt floor, upper stilt floor, 1st parking floor, 2nd parking floor, 3rd parking floor, 4th floor, 5th and 7th to 8th floor, 6th floor and 9th floor and accordingly, the Promoters are entitled to carry out the development / construction on the said property thereby using, utilising and consuming the maximum potentiality of the Floor Space Index sanctioned thereto along with further increases and incentives therein from time to time.

AND WHEREAS the Promoter have disclosed that on the entire property they intend to construct their project known as **Urban Hills** in two phases
Urban Hills Phase I – comprising of Building "A" & Building "B"
Urban Hills Phase II – comprising of Building "C"

AND WHEREAS the Promoter have further disclosed that the full commencement certificate of Building "A" will comprise of Basement plus Ground plus Mezzanine plus First Floor to Twenty Floor and the Building "B" will comprise of basement floor, stilt floor, upper stilt floor, first parking floor, second parking floor, third parking floor, fourth, fifth and seventh to eighth floor, sixth floor and nineth floor to twenty floors and there shall be revision and modification in the sanctioned plan thereby having additional floors upto twentieth floor.

The Promoter further also disclosed that on fourth floor shall be the amenity floor in Building "B"

AND WHEREAS the Phase I comprising of Building "A" and Building "B" is constructed on the portion of land admeasuring _____ sq. metres comprising of

Survey/Hissa No	Area under Building A and B
99/2/A	974.72 sq. mts
100/1/2	647.27 sq. mts
100/2	_____ sq. mts
Total →	1621.99 sq. mts

forming a part of the land admeasuring 8344.21 sq. metres is hereinafter called and referred to as the "**said property**" and

more particularly described in the **First Schedule** hereunder written.

AND WHEREAS in pursuance to the sanctioned plans and permissions the Promoters herein well and sufficiently entitled to develop the said property by constructing multistoried building thereon and sell the flats/units on the ownership basis and appropriate the sale proceeds thereof;

AND WHEREAS the Promoters declare that the said sanctions, approvals are still subsisting and completely in force and in terms of said sanctions and permissions the Promoters herein are well and sufficiently entitled to develop said property;

AND WHEREAS the Promoter have disclosed to the Allottee that presently they are developing the Building A and B forming a part of the entire scheme of development and further upon completion of both the Building "B" and "A", the Promoter shall execute the conveyance of both the buildings along with the land thereto in favour of the cooperative housing society and/or the condominium of the apartment owners or corporate body of all those several persons acquiring the respective flats/units as may be formed on the said property.

AND WHEREAS as recited hereinabove the Promoters are entitled to develop the said property and carry out the construction of the proposed building/s at their own costs and expenses and to dispose of the flats/units constructed in the building/s on ownership basis and to enter into agreements with the Allottee/Purchaser/s 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/s constructed thereon in favour of the co-operative housing society and/or the condominium of the apartment owners or corporate body of all those several persons acquiring the respective flats/units;

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 and the increases and incentives in the floor space index as may be permitted under the provisions of Unified Development Control and Promotion Regulation to be used and

utilized on the said property as may be granted by the Thane Municipal Corporation and to exploit the maximum potentiality floor space index on said property, as well as the Promoters further intent to amalgamate the abutting, adjoining and adjacent properties with said property thereby forming a single consolidated holding from time to time and further the Promoters have given the clear inspection of the plans and specifications to the Allottee/s herein as regards the existing sanctioned building and the further proposed expansion, amalgamation and extension to the said property and the Allottee/s herein is well aware of the same;

AND WHEREAS the Promoters are entitled and enjoined upon to construct building 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 Allottee/s.

AND WHEREAS relying upon the above recitals and disclosures and the scope of further and future development being understood by the Allottee/s to which the Allottee/s has/have granted his/ her / their consent, the Allottee/s is/are offered a Flat/Shop/Office bearing No. _____, on _____Floor, admeasuring _____ Sq. meters (RERA Carpet) along with the balconies admeasuring _____ sq. mts. (RERA Carpet) in ___ Building of the Project known as "**Urban Hills Phase I**" (herein after referred to as the "said premises") being constructed on the said property;

AND WHEREAS the Allottee/s 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 he / she is aware of the additions, modifications, changes and / or further alterations in the scheme of construction as may be permitted by the concerned town planning authorities from time to time and accordingly with the above disclosure, the Allotee has agreed to acquire the said flat and to execute the present agreement.

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

AND WHEREAS the Promoters have registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority under No. _____ dated _____;

AND WHEREAS on demand from the Allottee/s, the Promoters have given inspection to the Allottee/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoters 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 Promoters, authenticated copies of Property card or extract of City Survey Cards or any other relevant revenue record showing the nature of the title of the Promoters to the project land on which the Premises are constructed or are to be constructed have been annexed hereto.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoters 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 WHEREAS the authenticated copies of the plans and specifications of the Premises agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed hereto.

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 Promoters 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 Promoters have accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the carpet area of the said premises is _____ sq. metres 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 Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Premises for exclusive use of the Allottee/s 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 Allottee/s has / have paid to the Promoters a sum of Rs._____ (Rupees _____ Only), being part payment of the sale consideration of the premises agreed to be sold by the Promoters to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoters both hereby admit and acknowledge) and the

Allottee/s has/have agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the Promoters is/are required to execute a written Agreement for sale of said Premises with the Allottee/s, 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 Promoters hereby agrees to sell and the Allottee/s hereby agrees to purchase the said premises.

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

1(a) The Promoters shall construct the said building/s presently as per the sanctioned plans and permissions on the said property described in the First 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 Allottee in respect of variations or modifications which may adversely affect the Apartment/ premises of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1(b) The Allottee/s hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee/s, the premises being Flat / Shop / Office bearing No. _____, on _____Floor, admeasuring _____ Sq. meters (RERA Carpet) along with the balconies admeasuring _____ sq. mts. (RERA Carpet) in ___ Building of the Project known as "**Urban Hills Phase I**" (herein after referred to as the "said premises") being constructed on the said property as shown in the Floor plan annexed hereto for the price/ 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 Third Schedule annexed herewith.

1(c) The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to allot to the Allottee covered parking spaces for the consideration of Rs. _____ and the Allotment Letter thereof will be issued at the time of completion of the building and the Allottee/s taking the possession of the said premises.

1(d) The Allottee/s has/ have agreed and assured to pay the total consideration of Rs._____ (Rupees _____ _____ Only) to the Promoters herein in the following manner :

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

ii) 35% of the total amount to be paid on completion of the Plinth of the building in which the said Premises is situated.

iii) 25% of the total amount to be paid on completion of slabs of the building in which the said Premises is situated (___ % x ____ slabs).

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

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

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

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

viii) 05% of the total amount be paid on completion of the doors, windows, sanitary fittings, lifts, water pumps, electrical fittings.

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

The above payment schedule may vary based on the location of the flat / unit or as per mutual understanding.

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

Name : M/s. Lotus Group Urban Hills Phase I Collection Account

A/C No. : 924020009703253

IFSC CODE : UTIB003526

BANK : Axis Bank

BRANCH : Kharghar, New Mumbai

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 and other outgoings by any other name in respect of and applicable to the said property project, building, flat existing on or 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 Allottee/s alone, without any delay/protest, including if such amounts are proposed to be deposited by the promoters 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 Promoters undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters 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/s, which shall only be applicable on subsequent payments.

1(g) The Promoters may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee/s by discounting such early payments @ 1% 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 Allottee/s by the Promoters.

1(h) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/s 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/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s 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 Allottee/s authorizes the Promoters 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 Promoters may in its sole discretion deem fit and the Allottee/s undertakes not to object / demand / direct the Promoters to adjust his/her/their payments in any manner.

2.1) The Promoters 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 Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Premises.

2.2) Time is essence for the Promoters as well as the Allottee/s. The Promoters shall abide by the time schedule for completing the project and handing over the said premises to the Allottee/s and the common areas to the association of the owners/Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her/ them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in clause 1 herein above. ("Payment Plan").

The Allottee agrees to pay the Promoter interest calculated, at the rate of the highest marginal cost of lending as declared by State Bank of India as increased by two per cent, on all the amounts which become due and payable by the Allottee/s to the Promoters under this agreement for the period from the due date of payment till the date of the actual payment thereof.

In case the Allottee entered into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse / pay all such amounts due and payable to the Promoter under this Agreement as per the demand letter from the Promoter. The Promoter shall have a first and prior charge on the said premises with respect to any amounts due and

payable by the Allottee to the Promoter under this Agreement.

The Agreement and contract pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner.

3) The Promoters hereby declares that the Floor Space Index available as on date in respect of the project land is as per the sanction plans and permissions as granted by the Thane Municipal Corporation and Promoters have planned to utilize Floor Space Index as applicable to the extent permitted under Unified Development Control and Promotion Regulation thereby availing the transferable development rights or floor space index available on payment of premiums or floor space index available as incentive floor space index by implementing various scheme as mentioned in the Unified Development Control and Promotion Regulation or based on expectation of increased floor space index and accordingly the Promoters expect the transferable development rights to the maximum extent as may be available in future on the said property including the future expansion as well as any increases and incentives therein which are applicable to the said Project from time to time. The Promoters have thus disclosed the proposed Floor Space Index to be utilized by him on the project land in the said Project and Allottee/s has/have agreed to purchase the said Premises based on the proposed construction and sale of Premises to be carried out by the Promoters by utilizing the proposed floor space index and on the understanding that the declared proposed floor space index shall belong to Promoters only and the Promoters will have the sole and absolute right to use, utilise, sell and transfer the generated floor space index and / or any unconsumed floor space index to any intending person as the case may be and / or to utilise the same on the property as permitted by the Thane Municipal Corporation.

4.1) If the Promoters fails to abide by the time schedule for completing the project and handing over the said

premises to the Allottee/s, the Promoters agrees to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s agrees to pay to the Promoters, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee (s) to the Promoters.

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

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

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

4.3) For whatsoever reason if the Allottee/s herein, without any default or breach on his/her/their part, desire to terminate this agreement / transaction in respect of the said apartment then, the Allottee/s herein shall issue a prior written notice to the Promoters as to the intention of the Allottee/s and on such receipt of notice the Promoters herein shall be entitled to deal with the said apartment with prospective buyers. After receipt of such notice of intention to terminate this agreement, the Promoters shall issue a 15 days' notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Allottee/s shall be entitled to receive the refund of consideration, subject to terms of this agreement and the Promoter shall be entitled to deduct the Stamp Duty, Registration Fees and other incidental charges incurred by the Promoter on behalf of the Promoter.

5) The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoters in the said building and the Premises as are set out in Annexure annexed hereto.

6) The Promoters shall give possession of the said premises to the Allottee/s on or before _____. If the Promoters fails or neglects to give possession of the Premises to the Allottee/s on account of reasons beyond their control and of their agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee/s 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 Promoters received the sum till the date the amounts and interest thereon is repaid.

The Allottee/s shall take possession of the said premises within 15 days of the written notice from the Promoters to the Allottee/s intimating that the said premises is ready for use and occupancy.

Provided that the Promoters 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) War, civil commotion or Act of God;

ii) 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 Allottee/s 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 Allottee/s 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 Allottee/s 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 Allottee/s, Allottee/s 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 Promoters, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the said premises to the Allottee/s in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoters shall give possession of the said premises to the Allottee/s. The Promoters agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoters or association of Allottee/Purchasers, as the case may be. The Promoters on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy certificate of the Project.

7.2) The Allottee/s shall take possession of the said premises within 15 days of the written notice from the Promoters to the Allottee/s intimating that the said Premises are ready for use and occupancy:

7.3) Failure of Allottee/s to take Possession of the said premises from the Promoters: Upon receiving a written intimation from the Promoters, the Allottee/s shall take possession of the said premises from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the said premises to the Allottee/s. In case the Allottee/s fails to take possession within the time provided herein such Allottee/s 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 Allottee/s, the Allottee/s 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 Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act which pertains to defect in workmanship on the part of the Promoters and there shall be no compensation in the defect liability period due to wear and tear as well as any alterations, modifications and changes made by the Allottee/s in the said premises

It is further clarified that the Promoter shall not be liable for defect liability due to wear and tear and/or defect caused due to Allottee/s carrying out any alterations and modifications in the said premises which may result in seepage of the water and/or any damages to the structure and if such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void.

8) The Allottee/s 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.

9) The Allottee/s along with other Allottee(s) of premises in the building shall join in forming and registering the cooperative society or condominium of premises owners or any corporate body 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 cooperative society or condominium of premises owners or any corporate body and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the common organization of Purchasers. No objection shall be taken by the Allottee/s 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 society or condominium of premises owners or any corporate Body and till such time shall call upon the Allottee/s who have acquired the office, shops and units 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 cooperative society or condominium of premises owners or any corporate body

9.1) The Promoter within three months of the majority (51%) of the allottees having booked their premises shall form and register the Society or Association or Limited Company, as aforesaid.

9.2) The Promoter shall, within three months of grant of occupation certificate from the concerned town planning authority shall cause to be transferred to such entity the right, title and the interest of the Promoter in the project land on which the building is situated.

9.3) Within 15 days after notice in writing is given by the Promoters to the Allottee/s that the Premises is / are ready for use and occupancy, the Allottee/s 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 cooperative housing society or condominium of apartment owners or any corporate body is formed and the said structure of the building/s or wings is transferred to it, the Allottee/s shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee's share is so determined the Allottee/s shall pay to the Promoters provisional monthly contribution of Rs. _____ for 1BHK / Rs._____ for 2BHK / Rs._____ for 3BHK per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoters shall not carry any interest and remain with the Promoters until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the cooperative housing society or condominium of apartment owners or any corporate body 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 Promoters to the cooperative housing society or condominium of apartment owners or any corporate body as the case may be.

10) The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-

(i) Rs._____ for share money, application entrance fee of the Society or corporate body.

(ii) Rs._____ for formation and registration of the Society or corporate body.

(iii) Rs._____ for proportionate share of taxes and other charges/levies in respect of the Society or corporate body

(iv) Rs._____ for deposit towards provisional monthly contribution towards outgoings of Society or corporate body

(v) Rs._____ For Deposit towards Water, Electric, and other utility and services connection charges &

(vi) Rs._____ for deposits of electrical receiving and Sub Station provided in Layout

Name : Lotus Group

A/C No. : 924020006169526

IFSC CODE : UTIB003526

BANK : Axis Bank

BRANCH : Khatghar,Navi Mumbai

The Allottee/s shall be liable and responsible to pay the common maintenance charges, lift, security charges, municipal property taxes from the date of grant of building completion / occupation certificate as granted by the Thane Municipal Corporation.

11) The Allottee/s shall pay the requisite costs for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters in connection with formation of the said cooperative housing

society or condominium of apartment owners or any corporate body and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12) At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee/s shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable, by the said cooperative housing society or condominium of apartment owners or any corporate body 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 Allottee/s shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable, by the said cooperative housing society or condominium of apartment owners or any corporate body 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 cooperative housing society or condominium of apartment owners or any corporate body.

13) **REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS**

The Promoters hereby represents and warrants to the Allottee/s as follows:

i) The Promoters have 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 Promoters have 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 Promoters have 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 Promoters have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;

vii) The Promoters have 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 Allottee under this Agreement;

viii) The Promoters confirms that the Promoters are not restricted in any manner whatsoever from selling the said premises to the Allottee/s in the manner contemplated in this Agreement;

ix) At the time of execution of the conveyance deed of the structure to the Association of Allottees/

Purchasers the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/Purchaser/s;

x) The Promoters have 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;

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

14) The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Premises may come, hereby covenants with the Promoters as follows:-

i) To maintain the said premises the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Premises is taken and shall not do or suffer to be done anything in or to the building in which the 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 Premises is situated and the 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 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 Premises on account of negligence or default of the Allottee/s in this behalf, the Allottee/s 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 Premises in the same condition, state and order in which it was delivered by the Promoters to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Premises is situated or the 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 Allottee/s committing any act in contravention of the above provision, the Allottee/s 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 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 Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Premises is situated and shall keep the portion, sewers, drains and pipes in the 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 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 Premises without the prior written

permission of the Promoters and/or the cooperative housing society or condominium of apartment owners or any corporate body.

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 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 Premises is situated.

vii) Pay to the Promoters within fifteen days of demand by the Promoters, their 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 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 Premises by the Allottee/s for any purposes other than for purpose for which it is sold.

ix) The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Premises until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up and no objection therefor is sought by the Allottee/s from the Promoter for such transfer and assignment till the formation of the Society or the Limited Company as the case may be.

x) The Allottee/s shall not raise any objection during the course of the Promoter construction of the remaining building in the entire scheme of construction on account of noise pollution, air pollution, construction hazards.

xi) The Allottee/s is aware that in the recreation space, the Promoter has installed their Ready-Mix Concrete Plant and such Ready-Mix Concrete Plant shall be shifted / removed on completion of all the building in the scheme of construction known as "Urban Hills" and then such recreational space shall be made available by the Promoter to the Allottee.

xii) The Allottee/s shall observe and perform all the rules and regulations which the cooperative housing society or condominium of apartment owners or any corporate body 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 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 Allottee/s shall also observe and perform all the stipulations and conditions laid down by the cooperative housing society or condominium of apartment owners or any corporate body regarding the occupancy and use of the 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.

xiii) Till a conveyance of the structure of the building in which Premises is situated is executed in favour of cooperative housing society or condominium of apartment owners or any corporate body the Allottee/s shall permit the Promoters 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.

xiv) That the Allottee/s shall indemnify and keep indemnifying the Promoters towards against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Allottee/s.

xv) That nothing herein contained shall construe as entitling the Allottee/s any right on any of the adjoining, neighboring or the remaining buildings/ common areas etc. of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the Allottee/s to the Promoters in this regards.

15) The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of cooperative housing society or condominium of apartment owners or any corporate body or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16) The Promoter have disclosed to the Allottee and the Allottee is aware that they intend to construct their project known as Urban Hills which comprises of two phases or more and presently the Promoter is developing the Building A and B in Urban Hills Phase I forming a part of the entire scheme of development and further shall follow the requisite procedure to obtain the building permission for construction of Building "A" & "B" and that upon completion of Buildings in both two phases or more, the Promoter shall execute the conveyance of both the buildings along with the land thereto in favour of the cooperative housing society and/or the condominium of the apartment owners or corporate body of all those several persons acquiring the respective flats/units as may

be formed on the said property and in confirmation thereof the Allottee has entered into this agreement.

17) 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 Allottee/s shall have no claim save and except in respect of the 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 cooperative society or condominium of premises owners or any corporate body and until the project land is transferred to the cooperative society or condominium of premises owners or any corporate body as hereinbefore mentioned.

18) After the Promoter executes this Agreement, he shall not mortgage or create a charge on the said premises 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 premises.

19) The Promoter has provided the copy of final sanctioned layout disclosing the open spaces, amenity spaces and internal road and have disclosed that the building to be constructed on the project land forms an integral part of the final sanctioned layout and accordingly the building to be constructed on the project land shall have the benefits of the open spaces, amenity spaces and internal road along with the infrastructural facilities as and when provided in the said sanctioned layout and it is agreed and understood by and between the parties that taking into consideration the sanctioned layout as well as the future expansion thereof, the Allottee/s covenant with the Promoter as under :-

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

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

iii) Location of electric transformer/ sub-station shall be earmarked/ defined by the Architect of the Promoter.

iv) Common amenities and the estimate thereof as well as proportionate share thereto shall be ascertained by the Architect of the Promoter.

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

vi) The Building shall be maintained in good and proper condition along with the unobstructed right of access.

vii) It is clearly brought to the notice of the Allottee/s herein and the Allottee/s herein is/ are clearly made aware that the Promoter have acquired the development rights of the land as described in the First Schedule hereunder written however due to the certain reservations and / or setbacks the area to be handed over and conveyed to the cooperative society or condominium of premises owners or any corporate body will not be equivalent to the area of construction availed in the said buildings constructed on the said available land and the Allottee/s 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 buildings constructed in the said property along with the right and interest in the common open spaces, playground etc.,

viii) The Promoter have also brought to the knowledge of the Allottee/s that the property on which the building is constructed forms an integral part of the scheme of construction of the entire property described in the First schedule and accordingly the Promoter and the

Allottee/s 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 Allottee/s 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 Promoter herein.

The Allottee/s herein has/have understood and accepted the above covenants, stipulations and conditions as well the discretion of the Promoter to exercise the same.

20) The Allottee/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 Allottee/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. (Floor Space Index) on the said land.

21) The Promoter have brought to the clear notice and knowledge of the Allottee/s that during the course of development they shall sell, assign, mortgage, charge, encumber or otherwise deal with all or any of their rights, title, benefits and interest in respect of the said property, and / or the said building or any part thereof. The Promoter

has brought to the notice and knowledge of the Allottee/s that during the course of construction / development, the Promoter will avail and procure financial assistance, construction loan, cash credit facilities and other mode of monetary assistance and borrowing by mortgaging the property and the scheme of construction thereby creating charge, mortgage on the said property and the Allottee/s is/are aware of the same and the Allottee/s shall not raise any objection or obstruction to such creation of charge, mortgage and raising the finance by the Promoter. However, such charge and mortgage shall be subject to rights of the Allottee under this agreement. The Allottee/s further confirm and undertake that he will issue cheques of the installment as specified and in favour in the account banks and financial institutions as nominated and directed by the Promoter. However, such sale, assignment, mortgage, charge, encumbrance and raising of finance, monies for the development of the said property shall always be subject to the rights of the Allottee/s under this agreement.

22) The Promoter have also brought to the clear notice and knowledge of the Allottee/s that during the course of construction, the Promoter may transfer and/or assign the development rights in respect of the said property or any part thereof or enter into joint venture understanding, partnership or other business arrangement with any persons, firm or company for development of the said property or any part thereof however, the Promoter shall safeguard and project the right and interest of the Allottee/s herein in respect of the agreement to be acquired by him and the Allottee/s are aware of the same.

23) Notwithstanding any other provisions of this agreement the Promoter have disclosed and brought to the knowledge of the Allottee/s that it shall be at the sole and absolute discretion of the Promoter:

a) to form cooperative society or condominium of premises owners or any corporate body or any other body or bodies of Allottee/s/Purchaser/s in respect of the buildings to be constructed on the said property.

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 premises, 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 / or the adjacent properties as well as the easement rights of the said property to the adjacent owners.
g) to execute the conveyance/transfer deed of the said property in parts, taking into consideration the divisions of property due to road and such conveyance/transfer and that the transfer of land thereto will not be equivalent to the floor space index consumed in the construction of the building situated on the such portion of land conveyed in favour of the cooperative society or condominium of premises owners or any corporate body.

and the Allottee/s has/have clearly understood the same and in confirmation thereof shall not raise any objection, claim hindrance and obstruction to the rights, options and discretion as reserved by the Promoter herein.

24) THE Allottee/s 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 Allottee/s.

25) It is further agreed and understood between the parties that the Allottee shall not do and perform any of the following act and / or similar acts viz.

i. Alteration and Modification in their premises;

ii. No fixation of sign boards, name boards, neon signs and other advertising and display materials over and above the stipulated size and dimensions as determined by the Promoter.

iii. Any unauthorised changes and alterations in the said premises.

iv. No change in the design and pattern of the grills and fittings provided and no extension in the area of the premises.

26) It is agreed that the Promoters 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 Promoters and for the purpose Promoters are 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 Allottee/s agrees not to object or dispute the same. Necessary covenants, reservations in respect thereto shall be incorporated in the proposed conveyance. The Promoters or their 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 Allottee/s 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 Promoters, their 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 Promoters shall be entitled to transfer or assign such right to any person or persons whom they deem fit and the Allottee/s shall not raise any objection thereto.

27) It is further agreed and understood between the parties that if there is change, modification and/or revision in the reservation and / or acquisition area, then such benefits and incentives thereto will be for exclusive use and beneficial enjoyment of the Promoter herein and the Promoter herein is/are and shall be well and sufficiently entitled to the derive the benefits thereof for his/her/their own and exclusive profit and the Allottee/s herein shall not be entitled for the same.

28) It is clearly agreed and understood between the parties that the Deed of Transfer, Assignment, Conveyance and / or assurances to be executed on completion of the entire scheme of construction shall be prepared by the Advocate/s of the Promoter and during the course of transfer of the land in favour of the cooperative society or condominium of premises owners and / or any corporate body, the area of land conveyed or to be conveyed and transferred may not be equivalent to the total Floor Space Index consumed and utilized for construction of the building in the said scheme of construction of the building in the said scheme of construction.

29) It is clearly brought to the notice and knowledge of the Allottee/s by the Promoter that the Promoter have presently obtained the building sanction and commencement certificate from the Thane Municipal Corporation and the Promoter intend to acquire the maximum potentiality of floor space index as per the provisions of Development Control Regulations of the Thane Municipal Corporation, the Promoter have presently proceeded with the construction activities and that the said fact is known and accepted by the Allottee/s herein and the Allottee/s being aware of the same have agreed to such scheme of construction to be proceeded and undertaken by the Promoter firstly as per the present sanction plan on the said property and thereafter in accordance with the further sanctions and permissions as may be granted by the Thane Municipal Corporation and in no event the Allottee/s herein along with other Allottee/s will raise any claim, objection or demand in such revision,

expansion or further alterations in the said entire scheme of construction on the amalgamated property and that the Allottee/s has/have seen and verified the same and shall render the co-operation to the same.

30) The Promoters has/have clearly brought to the notice and knowledge of the Allottee/s 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 Allottee/s has/ have clearly understood the same and is aware of the same and in confirmation thereof shall not raise any objection, claim hindrance and obstruction to the rights, options and discretion as reserved by the Promoter/s herein.

31) **BINDING EFFECT**

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

32) **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.

33) **RIGHT TO AMEND**

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

34) **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S / SUBSEQUENT ALLOTTEE**

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

35) **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.

36) **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other Allottee(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.

37) **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.

38) **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/s, in after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the appropriate office of the Sub-Registrar.

39) The Allottee/s 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.

40) That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D and notified Email ID at their respective addresses specified above.

It shall be the duty of the Allottee/s 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 Allottee/s, as the case may be.

41) **JOINT PURCHASERS**

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

42) **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, goods and service tax, value added tax and all other direct and indirect taxes shall be borne by the Allottee.

43) **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.

44) **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.

45) 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 Allottee/s and the same are not agreed to be provided by the Promoter unless specifically mentioned and agreed in this agreement. The Promoter reserves the right to make changes in Elevations, Designs, and Colors of all the materials to be used at their sole discretion. In all these matters the decision of the Promoter are final and it is binding on the Allottee/s.

46) 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.

FIRST SCHEDULE

description of the said property :

All that portion of land admeasuring **8344.21** sq. metres forming a part of all those pieces and parcels of land lying, being and situate at Diaghar, Taluka and District Thane, bearing

Survey No	Hissa No.	Area (sq. metrs)
99	2/A	2800
100	1/2	2960
100	2	3840
	Total →	**9600**

within the limits of the Thane Municipal Corporation and collectively bounded as follows as

on or towards East : S.No. 98&102

on or towards West : S.No. 100/3

on or towards North : 60.0 Mt. wide D.P. Road

on or towards South : S.No. 100/3 & S.No. 102

together with all easement rights and benefits thereto.

SECOND SCHEDULE ABOVE REFERRED TO

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

1. Entrance Lobby
2. Open Spaces as per sanction plan

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
M/s. **Lotus Group**
through its partner
Shri _____ _____

SIGNED & DELIVERED
by the within named
Allottee/s

_____ _____

WITNESS:

RECEIPT

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

No.	Date	Cheque No.	Amount	Bank

We say received

M/s. **Lotus Group**
through its partner

Shri _____ _____

ANNEXURE

ANNEXURE – A -	Copy of Title Report
ANNEXURE – B -	Copy of Property Card or extract Village Forms VI or VII and XII
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 Allottee/s 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.