Flat No. _____ Floor _____ in Building No. ____

in the scheme of construction known as **REGENCY PARK**

Area : _____ sq. meters.(Carpet).

Market Value Rs. _____ /-

Actual Value Rs. _____ /-

AGREEMENT FOR SALE

THIS ARTICLE OF AGREEMENT MADE AT KALYAN

ON THIS _____ DAY OF _____ 2024

B E T W E E N

M/s. **SAB VENTURES**, a partnership firm having its office at First Floor, Rani Mansion, Murbad Road, Kalyan (W), District Thane, through its partner **_____** hereinafter called and referred to as the **Owner Promoter** (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partners constituting the said firm, their heirs, legal representatives, executors and administrator) being the Party of the First Part.

AND

1. Mr/Mrs_____

Pan No. _____

Email address _____

aged about _____ years, occupation Service/Business

2. Mr/Mrs_____

Pan No. _____

Email address _____

aged about _____ years, occupation Service/Business

both residing at _____

_____

hereinafter called and referred to as the **Purchaser** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her heirs, executors, administrators and assigns) being the Party of the Second Part;

WHEREAS Shri Mansoor Kalabhai Zojwalla, Shri Yusuf Abbasbhai Zojwalla, Smt. Suraiya Hasan Zojwalla, Shri Johar Hasan Zojwalla and Shri Moiz Hasan Zojwalla owned all those pieces and parcels of land lying, being and situated at Village Netivali, Taluka Kalyan, District Thane within the limits of Kalyan Dombivali Municipal Corporation bearing

S. No./H.No.	**Area (sq.mts)**
40/2	3300
2/3	180
2/4	780
2/5/1	400
2/5/2	2660
3A/1/3/A	2200
4B/1	130
40/1	2000
39/A	2480
Total →	**14130**

hereinafter called and referred to as the "entire property".

AND WHEREAS by and under an Agreement for Sale dated 16.12.2014 registered at the office of Sub-Registrar of Assurances at Kalyan-1 under

serial No. 9224/2014, the said Shri Mansoor Kalabhai Zojwalla and others agreed to sell the entire property to the Promoter herein at and for the price/consideration and on the terms and conditions mentioned therein.

AND WHEREAS in pursuance to the said Agreement for Sale dated 16.12.2014, the said Shri Mansoor Kalabhai Zojwalla and others executed a General Power of Attorney in favour of the promoter herein and the same is registered at the office of Sub-Registrar of Assurances at Kalyan-1 under serial No. 9225/2014 to perform all the acts, deeds, things and matters in connection with the said entire property and every part thereof.

AND WHEREAS by and under the understanding reached between the said Owners and the Promoter herein, the said Owners executed a Deed of Conveyance dated 16.12.2014 registered at the office of Sub-Registrar of Assurances at Kalyan-1 under serial No. 9226/2014, the said Owners conveyed and transferred the said entire property to the Promoter herein and the Promoter has followed the due process of law to mutate its name in the records of right as the absolute owner thereof and accordingly the said property stands mutated in the name Owner Promoter herein as evidenced by mutation entry No. 580 and out of the entire property the land affected by reservation of the Kalyan Dombivali Municipal Corporation stood transferred and mutated in the name of the Kalyan Dombivali Municipal Corporation.

AND WHEREAS in the aforesaid Deed of Conveyance and Agreement for sale dated 16.12.2014 owner serial No.4 Mr. Johar Hasan Zojwalla exclusively owned and hold 535 sq. meters from the said property and as mentioned in the Agreement for sale it is agreed between the promoter and the owners that promoter shall allot the flats/units/shops to owner serial No.4 Mr. Johar Hasan Zojwalla in the building F in proportion to the total built up area constructed on the said property by the Promoter.

AND WHEREAS prior to execution of the above agreement, power of attorney and conveyance, the Owners had followed the due procedure of law and obtained the Interim Sanction (IOD) from Kalyan Dombivli Municipal Corporation under No. KDMP / NRV / BP / KV / 2013-14/20 dated 29.04.2013 and in pursuance thereto have also obtained the non-agricultural permission from the Collector, Thane under No. Mahasul/K-1/ T-7/ NAP/Netivali-Kalyan / SR-141/2013 dated 04.02.2014.

AND WHEREAS by and under Agreement dated 05.10.2011 made and executed between M/s Bhavik Enterprises as Transferor, Shri Johar Hasan Zojwalla and Shri Yusuf Abbasbhai Zojwalla as the Purchaser, M/s Mutha Construction as First Confirming Party and Shri Narendra Baburao Pawar as Second Confirming Party registered at the office of Sub Registrar of Assurances at Kalyan-1 under serial No.9574/2011, Shri Johar Hasan Zojwalla and Shri Yusuf Abbasbhai Zojwalla have acquired transferable development rights to the extent of 1858.05 sq. meters to be used, utilized and consumed on the said entire property.

AND WHEREAS by and under Agreement dated 21.05.2013 made and executed between M/s Mangalmurty Developers as Transferor, Shri Johar

Hasan Zojwalla and Shri Yusuf Abbasbhai Zojwalla as the Purchaser registered at the office of Sub Registrar of Assurances at Kalyan-2 under serial No.3974 on 22.05.2013, Shri Johar Hasan Zojwalla and Shri Yusuf Abbasbhai Zojwalla have acquired transferable development rights to the extent of 4364.68 sq. meters to be used, utilized and consumed on the said entire property.

AND WHEREAS by and under Agreement dated 14.08.2013 made and executed between Umesh Dwarkadas Tanna as Transferor, Shri Johar Hasan Zojwalla and Shri Yusuf Abbasbhai Zojwalla as the Purchaser registered at the office of Sub Registrar of Assurances at Kalyan-2 under serial No.6183/2013 on 16.08.2013, Shri Johar Hasan Zojwalla and Shri Yusuf Abbasbhai Zojwalla have acquired transferable development rights to the extent of 1672.86 sq. meters (18000 sq.ft.) to be used, utilized and consumed on the said property.

AND WHEREAS as there were reservation of garden admeasuring 189.60 sq, metres and further 1355.50 sq. metres was affected by 9 metres and 449.30 sq. metres was affected by amenity space the Owners have executed Declaration cum Indemnity in favour Kalyan Dombivali Municipal Corporation on 23.06.2014 and the same is registered at the office of Sub-Registrar of assurances under serial No. 4542/2014 and such aggregate area of 1994.42 sq. metres being affected by reservation stands surrendered to Kalyan Dombivali Municipal Corporation and such area shall be deducted at the time execution of deed of conveyance in favour of Cooperative Housing Society or Corporation Body as the case may be.

AND WHEREAS in terms of the understanding reached between all the owners, the necessary procedure for obtaining the building commencement certificate from Kalyan Dombivli Municipal Corporation was followed and accordingly the Owners along with the Promoters have obtained the building commencement certificate from Kalyan Dombivli Municipal Corporation under No.KDMP / NRV / BP / KV / 2013-14/20/102 dated 27/06/2014 which includes the use, utilisation and consumption of the transferable development rights to the extent of 6118.18 sq. metres and further obtained revised permission under No. KDMP / NRV / BP / KV / 2013-14/20/99 dated 28/07/2015 and further utilising and consuming the transferable development rights to the extent of 3305.12 sq. metres Promoters have obtained revised permission under No. KDMP / NRV / BP / KV / 2013-14/20/48 dated 11.05.2017.

AND WHEREAS by and under the Agreement dated 29/06/2017 made and executed between Mr. Johar Hasan Zojwalla as the Transferor and the Promoter as the Purchaser and registered at the office of Sub-Registrar of Assurances at Kalyan 2 under serial No. 6726 on 29/06/2017, the Promoter herein acquired the transferable development rights to the extent of 1533.00 sq. metres to be used, utilised and consumed on the said property.

AND WHEREAS by and under the Agreement dated 29/06/2017 made and executed between Sab Developers as the Transferor and the Promoter as the Purchaser and registered at the office of Sub-Registrar of Assurances at Kalyan 2 under serial No. 6727 on 29/06/2017, the Promoter herein

acquired the transferable development rights to the extent of 2166.00 sq. metres to be used, utilised and consumed on the said property.

AND WHEREAS as per the Development Control Regulations still an unutilised and unconsumed floor space index in the form of transferable development rights can be availed and used, utilised on the entire property as and when permitted by the Kalyan Dombivali Municipal Corporation.

AND WHEREAS as recited hereinabove the Promoter in view of using, utilising and consuming the transferable development rights to the extent of 2018.92 sq. metres submitted necessary revised plans to the Kalyan Dombivali Municipal Corporation for sanction and approval and the Kalyan Dombivali Municipal Corporation have accorded the revised sanction under its Building Commencement Certificate bearing No. KDMP / NRV / BP / KV / 2013-14/20/14 dated 12.04.2019 and as per the said sanction the total area of the plot available on site is 14004 sq. metres and out of such area an area admeasuring 1355.50 sq.meters stands deducted by proposed road and further 189.62 sq.metres stand deducted by garden reservation site No. 490 and accordingly after deducting the total area of 1545.12 sq.metres the balance area of the plot admeasures **12458.88 sq. metres** (hereinafter called and referred to as the said property and more particularly described in the first schedule hereunder written) and such land the Kalyan Dombivali Municipal Corporation has permits construction of :

i) building No. A and B	: stilt + 10 floors (residential)
ii) building No. C, D, E	: stilt (p), Gr. (p) + 1st floor to 15 floors (residential & commercial)
iii) building No. F and G	: stilt (p), Gr. (p) + 1st floor to 16 floors (residential & commercial)
v) club house	: Gr. + 1 floor

and on completion of the entire scheme of construction and after deducting the said areas, the net balance land out of the said property will be conveyed to co-operative housing society or condominium of Premises owners or any corporate body as the case may be and the conveyances of the land will be in parts and will not be equivalent to the total floor space area used, utilized for construction of buildings in the scheme of construction on the said property as per the Development Control Regulations of Kalyan Dombivali Municipal Corporation from time to time.

AND WHEREAS the Promoter as per the sanctioned plans and permissions as granted by the Kalyan Dombivali Municipal Corporation has commenced the construction work of building Nos. A, B, C, D, Eby obtaining the certificate of registration under the provisions of Real Estate (Regulation & Development) Act, 2016 bearing No. **P51700008733** and completed the construction work of the said buildings and sold flats in the said Building Nos. A, B, C, D, E.

AND WHEREAS the Promoter obtained the building part completion certificate in respect A & B from the Kalyan Dombivali Municipal Corporation under No. KDMP / NRV / CC / KV / OCC / 216 / 18 dated

16.04.2018 and in respect C, D & E from the Kalyan Dombivali Municipal Corporation under No. KDMP / NRV / CC / KV / OCC / 423 / 16 dated 21.06.2019.

AND WHEREAS a cooperative housing society for building No. A is formed and registered in the name and style as Regency Park Building A Cooperative Housing Society Limited bearing certificate of registration issued by the Registrar of Firm, Cooperative Societies bearing No. TNA / KLN / HSG / (TC) / 30821 / 2018 – 19 dated 18.04.2018

AND WHEREAS a cooperative housing society for building No. B is formed and registered in the name and style as Regency Park Building B Cooperative Housing Society Limited bearing certificate of registration issued by the Registrar of Firm, Cooperative Societies bearing No. TNA / KLN / HSG / (TC) / 30822 / 2018 – 19 dated 18.04.2018.

AND WHEREAS a cooperative housing society for building No. C is formed and registered in the name and style as Regency Park Building C Cooperative Housing Society Limited bearing certificate of registration issued by the Registrar of Firm, Cooperative Societies bearing No. TNA / KLN / HSG / (TC) / 32084 / 2019-20 dated 27.08.2019.

AND WHEREAS a cooperative housing society for building No. D is formed and registered in the name and style as Regency Park Building D Cooperative Housing Society Limited bearing certificate of registration issued by the Registrar of Firm, Cooperative Societies bearing No. TNA / KLN / HSG / (TC) / 32083 / 2019-20 dated 27.08.2019.

AND WHEREAS a cooperative housing society for building No. E is formed and registered in the name and style as Regency Park Building E Cooperative Housing Society Limited bearing certificate of registration issued by the Registrar of Firm, Cooperative Societies bearing No. TNA / KLN / HSG / (TC) / 32082 / 2019-20 dated 27.08.2019.

AND WHEREAS a federation of all housing societies on the said property is formed and registered in the name and style as Regency Park Co-op. Housing Societies Federation Limited bearing certificate of registration issued by the Registrar of Cooperative Societies bearing No. TNA / KLN / GNL / (O) / 2679 / 2021-22 dated 11/06/2021.

AND WHEREAS by and under a Deed of Conveyance of Super Structure dated 8/10/2021 registered at the office of Sub-Registrar of Assurances at Kalyan-2 under serial No. 18465/2021 date 11/10/2021, the Promoter conveyed the super structure of building A standing on s.no.40/1+2(p) area admeasuring 259 sq.mt. together with common space, amenities, benefits etc. in favour of Regency Park Building A Co-operative Housing Society Limited on the terms and conditions mentioned therein.

AND WHEREAS the Promoter has followed the due procedure of law and have obtained the revised building permission from Kalyan Dombivali Municipal Corporation for Building No. F under Revised Building

Permission No. 216763 bearing Permit No. KDMCC/RB/2023/ APL/00027 dated 02.01.2024 for construction of Building comprising of stilt floor + Ground Floor (Commercial), first and second floor podium, first floor to Fifteenth Floor(Residential).

AND WHEREAS the Promoter followed the due procedure of law under the provisions of Unified Development Control and Promotion Regulation and as permitted has obtained the increases in Floor Space Index and have got the sanctioned plan revised under Revised Building Permission bearing No. 278294 bearing Permit No. KDMCC/RB/2024/APL/00072 dated 10.10.2024 and the said revised permission accords the sanction and approval of the Building consisting of stilt floor + Ground floor (Commercial), first and second floor podium, first floor to twenty-third floor (Residential).

AND WHEREAS the Promoter have disclosed their intention to get the said plans and specification revised, renewed and altered for consumption of remaining floor space index, transfer of development rights, staircase floor space index and all other permissible to be used and utilized on the said property as may be granted by the Kalyan Dombivali Municipal Corporation as well as the Promoters have intended to amalgamate the said property along with other abutting, adjoining and adjacent amalgamated properties thereby forming a single consolidated holding from time to time and further the Promoter have given the clear inspection of the plans and specifications to the Purchasers herein as regards the existing sanctioned buildings and the further proposed expansion, amalgamation, extension of the said property as well as the revisions, additions and modifications are proposed in said entire Scheme of Construction.

AND WHEREAS the Promoter has disclosed and clearly brought to the notice and knowledge of the Purchaser that the entire scheme of construction consisting of club house facilities and during the course amalgamation or further merging of adjacent lands in the scheme of construction, the said facilities will be used, utilized, availed and shared by the intending purchasers of the buildings to be constructed on the said property as well as other amalgamated properties which may be purchased from time to time by the Promoters at their own discretion and the purchaser herein along with the other purchasers will not raise any objection, hindrance and/or obstruction for such use of the above facilities by the other intending purchasers and the purchaser herein agree that such above covenant shall always remain binding upon him;

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

AND WHEREAS as per the above recited deeds, agreements and permissions, the Promoter is entitled to develop the said property and carry out the construction of the proposed building at their own costs and expenses and to dispose of the residential flats / shops/units constructed in the building on ownership basis and to enter into agreements with the purchaser and to receive the sale price in respect thereof and upon such disposal of the flats / shops / office / units to convey the said land together

with the building constructed thereon in favour of the Regency Park Co-op. Housing Societies Federation Ltd; of all those several persons acquiring the respective flats / shops / units;

AND WHEREAS the Promoter has clearly brought to the notice and knowledge of the Purchaser herein the above facts of changes, modifications, further expansions, amalgamation of the adjacent lands in the scheme of construction and its present and future course of the scheme of development on the said property and / or the adjacent property in the manner herein recited and the Purchaser has clearly understood the same and in confirmation thereof has agreed to execute this agreement.

AND WHEREAS as per the above recited agreements and permissions as well as above disclosures and further course of development, modification or expansion therein, the Promoter is entitled to develop the said property and carry out the construction of the proposed building at their own costs and expenses and to dispose of the residential flats / units/ shops constructed in the building on ownership basis and to enter into agreements with the purchaser and to receive the sale price in respect thereof and upon such disposal of the flats / units /shops to convey the said land together with the building constructed thereon in favour of the co-operative housing society of all those several persons acquiring the respective flats / shops / units.

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Promoter herein is well and sufficiently to carry out the construction of the said Building No. F known as “Regency Park II” and to sell the flats/shops therein constructed to the intending purchasers.

AND WHEREAS the Purchaser is offered a flat bearing number ____ on the ____ floor (herein after referred to as the said “premises”) in the building No. F in the scheme of construction known as Regency Park (herein after referred to as the said “Building”) constructed in the Phase II on the said property described in the Third Schedule hereunder written.

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

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

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the

Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/ buildings.

The Promoter has registered the Project known as “Regency Park Phase-II” under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Mumbai under registration no. **P51700056270**;

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

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Premises are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively and the Purchaser has independently perused the title certificate and the documents referred to therein as well as all relevant copies of sanction plans, building commencement certificate, building completion certificate, proposed plans with the disclosers of changes, modifications, alterations and revisions therein and after being thoroughly acquainted with the facts thereto and being satisfied about the same have agreed to acquire the flat from the Promoter herein.

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

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

AND WHEREAS the authenticated copies of the plans and specifications of the Premises agreed to be purchased by the Purchaser, as sanctioned and approved by the local authority have been annexed and marked as Annexure D.

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building and the said fact of such stage of progress of construction work, building wise, phase wise completion is also disclosed and brought to the notice and knowledge of the Purchaser herein.

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

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

AND WHEREAS the Purchaser has applied to the Promoter for allotment of Flat being No. _____ on _____ floor in building No. **F** situated in the scheme of construction known as **Regency Park** (hereinafter referred to as the "said Building") being constructed in the Phase II on the said property described in the Schedule hereunder written being the said premises.

AND WHEREAS the carpet area as defined under section 2(k) of Real Estate (Regulation & Development) Act, 2016 of the said premises is _____ square meters and "carpet area" means the net usable floor area of the said premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Premises for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Premises for exclusive use of the Purchaser but includes the area covered by the internal partition walls of the premises.

AND WHEREAS, the parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

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

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

1 The promoter has completed the construction of buildings Nos. A, B, C, D and E in phase I and presently the promoter constructing Building No. F in phase II as per the sanctioned plans and permissions on the said property described in the schedule hereunder written in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

1(a) The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser, the premises being Flat No. **_____** on _____ floor admeasuring _____ sq. meters carpet in the Building No. F in the scheme of construction known as **Regency Park** (hereinafter referred to as "the building ") constructed in Phase II on the said property by the Promoter(hereinafter referred to as the said premises) as shown in the Floor plan thereof hereto annexed and marked Annexure D for the consideration of Rs. **_____** (Rupees **_____ _____** Only) the abovesaid lump sum consideration includes proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

The said premises have Balcony of ___ sq. meters, Enclosed Balcony of _____ sq. meters, Dry Balcony area of ___ sq. meters which areas are for exclusive use and benefit of said premises.

The Promoter has made the provision of parking in the stilt as well as mechanical parking which may in the type of puzzle parking / tower parking for four wheeler parking facility. The Purchaser declares that he is not interested and do not intend to have any allotment of four wheeler parking slot in the stilt and/or mechanical tower.

1(b) The total aggregate consideration amount for the Premises is thus Rs._____

1(c) The Purchaser has agreed and assured to pay the total consideration of **Rs. _____/- (Rupees _____ Only)** to the Promoter in the following manner –

(a) 9.90% to be paid as earnest money

(b) 15.10% to be paid on execution of Agreement for Sale

(c) 15% to be paid on completion of the Plinth

(d) 8% to be paid on completion of 1st Slab

(e) 8% to be paid on completion of 6th Slab

(f) 6% to be paid on completion of 11th Slab

(g) 6% to be paid on completion of 16th Slab

(h) 2% to be paid on completion of 26th Slab

(i) 5% to be paid on completion of brick work and internal plaster of the said premises

(j) 5% to be paid on completion of External Plaster of the said premises

(k) 5% to be paid on completion of Door and Windows of the said premises

(l) 5% to be paid on completion of staircase, Lift and Lobby

(m) 5% to be paid on completion of flooring and plumbing of the said premises

(n) 5% On Possession of the said premises being offered to purchaser on receiving Part Occupation Certificate/Occupation Certificate in respect of the said Premises without any objection or demur.

The Cheque / DD / Pay order to be drawn in favour of "SAB VENTURES REGENCY PARK COLLECTION ACCOUNT" Account No. 698305602993, IFS Code "ICIC0006983", ICICI Bank., Kalyan Lokgram Branch.

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

1(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 Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/ regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

1(f) In addition to the Purchase Price payable in terms of this Agreement, the Purchaser/s agrees to pay to the Promoter, GST (Goods and Service Tax) or any other indirect taxes which may be levied, in relation to the construction of and carrying out the Project and/or with respect to the said Premises and/or this Agreement, whether in existence as on the date of execution of these Presents or at any time hereafter. It is clarified that all such taxes, levies, duties, cesses (whether applicable / payable now or which may become applicable

/ payable in future) including Goods and Services Tax and all other indirect taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/ bodies on any amount payable under this Agreement and! or on the transaction contemplated herein and/ or in relation to the said Premises, shall be borne and paid by the Purchaser/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof and all other taxes, duties, cesses whatsoever that may be levied upon the Promoter in relation to the sale of the Flat to the Purchaser/s as and when demanded by the Owner Promoter. As on the date of execution of these Presents, the primary tax payable in relation to the transaction by the Purchaser/s to the Owner Promoter is Goods and Services Tax. The Goods and Services Tax and all other taxes, as may be applicable, are required to be paid together with each installment of the Purchase Price. The timing for payment of such amounts may vary depending upon the manner of implementation of various laws by the Government.

1(g) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser by discounting such early payments @ ____% 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 an Purchaser by the Promoter.

1(h) The Promoter has confirm the final carpet area that has been allotted to the Purchaser, subject to a variation cap of three percent. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Promoter shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(i) The Purchaser authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

2.1. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing

over possession of the Premises to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Premises.

2.2. Time is essence of the contract and the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 31712.15 square meters only and Promoter has planned to utilize Floor Space Index of 19009.20 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Unified Development Control and Promotion Regulation and modifications therein or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 50721.35 sq. mtr. as proposed to be utilized by him on the project land in the said Project and Purchaser has agreed to purchase the said Premises based on the proposed construction and sale of Premisess to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1. The Purchaser agrees to pay to the Promoter, interest as specified in the Rule**,** on all the delayed payment which become due and payable by the Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Promoter.

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

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

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

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

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

6. POSSESSION OF THE FLAT/SHOP AND FORCE MAJEURE EVENTS

6.1. Subject to timely receipt of all payments of all amounts herein including the entire Consideration from the Purchaser/s and the Purchaser/s not being in breach of any of the terms and conditions of this Agreement, the possession of the Flat/Shop shall be handed-over by the Owner Promoter to the Purchaser/s on or before the Possession Date. The Owner Promoter will make best endeavours to complete the construction of the Flat/Shop on/or prior to 31st December 2029 and give possession of the said Flat/Shop to the Purchaser prior to the Possession Date. The Purchaser agrees to accept the possession at an earlier date and to preponement of the payment schedule of the Consideration, upon such earlier handover of possession of the said Flat. In the event that the Purchaser/s has/have requested the Owner Promoter to carry on certain additional works in the Flat or any part thereof then and in that event the Owner Promoter may not be in a position to handover possession of the Flat/shop to the Purchaser/s on before the Possession Date and in such an event the Owner Promoter shall handover the possession of the Flat to the Purchaser/s only after completion of such additional work and receipt of all approvals in relation thereto.

6.2. The Parties agree that the Possession Date shall stand revised in the circumstances specified in Clause 6.1 hereinabove.

6.3. Notwithstanding anything to contrary contained in this Agreement, the Owner Promoter shall without being liable to the Purchaser/s in any manner including payment of Interest, be entitled to reasonable extension of time for giving possession of the Flat, if the completion of said Building in which the Flat/Shop is situated is delayed on account of factors beyond its control including but not limited to:

(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

6.4. If the Owner Promoter is unable to or fails to handover possession of the Flat to the Purchaser/s on the Possession Date or such date as may be mutually extended or may be extended due to discontinuance of its business as a Owner Promoter or on account of suspension or revocation of the registration under RERA then and in that event the Purchaser/s shall be entitled to either of the following:

6.4.1. request the Owner Promoter in writing at the address provided by the Owner Promoter, to pay Interest on the amounts paid by the Purchaser/s for every month of delay till the handing over of the possession of the Flat to the Purchaser/s subject to the Purchaser/s having not committed any breach of any of the terms and obligations under this Agreement and executing the necessary extension letters/documents in respect thereof in the format that may be required by the Owner Promoter;

OR

6.4.2. terminate this Agreement by giving written notice to the Owner Promoter at the address provided by the Owner Promoter in which case upon receipt of notice by the Owner Promoter, this Agreement shall stand terminated and cancelled.

6.5. The Purchaser/s hereby acknowledge/s and agree/s that he shall choose one of the aforesaid remedies and not both and once the Purchaser/s opt/s for any of the above options they shall not be entitled to change the option.

6.6. Upon termination under Clause 6.4.2 the Owner Promoter shall refund the Purchase Price received by them from the Purchaser/s within a period of 30 days from the date of resale by the Owner Promoter together with Interest payable thereon to be computed from the date the Owner Promoter received each installment of the Purchase Price till the date that the Purchase Price together with Interest thereon is repaid. In terms of Section 18 of RERA and upon payment of the same, the Purchaser/s shall not have any claim against the Owner Promoter in relation to the same. It is hereby clarified that all taxes and/or levies, deducted and/or paid by the Purchaser/s under this Agreement including TDS and Service Tax, VAT, GST shall be refunded by the Owner Promoter to the Purchaser only after the refund of the same has been received by the Owner Promoter from the governmental authority and within 30 days from the date of such receipt by the Owner Promoter from the government authority.

6.7. Upon termination of the Agreement as aforesaid, the Purchaser/s shall have no claim of any nature whatsoever on the Owner Promoter and/or in respect of the said Premises and the Owner Promoter shall be entitled to deal with and/or dispose of the said Premises in the manner it deems fit and proper.

6.8. The Purchaser/s agree/s that he/she/it/they shall accept the 'aforesaid refund along with Interest in full and final satisfaction of all his/her/its claim under this Agreement and/or otherwise.

7. PROCEDURE FOR TAKING POSSESSION

7.1. The Purchaser/s shall make payment of the entire Consideration including the balance Consideration and Other Amounts and Deposits payable in terms of this Agreement within 15 (fifteen) days from the Owner Promoter intimating in writing to the Purchaser/s that the Flat/shop is ready for use and occupation and possession *("IOP" Intimation of Possession")* with occupation certificate.

7.2. The Purchaser/s shall take the possession of the Flat/shop by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Owner Promoter in relation to the use and occupation of the said Premises including Flat/shop, the Internal Amenities.

7.3. Upon the Purchaser/s taking possession of the Flat/shop, he/she/they/it shall have no claim against the Owner Promoter in respect of any item of work in the Flat, except to the extent provided herein

7.4 **Failure of Purchaser to take Possession of Said Premises from the Promoter:** Upon receiving a written intimation from the Promoter as per clause 7.1, the Purchaser shall take possession of the said premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said premises to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the said premises to the Purchaser, the Purchaser brings to the notice of the Promoter any structural defect in the Premises or the building in which the Premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided after receiving of the flats from the Promoter, any damage due to wear and tear of whatsoever nature caused thereto, the Promoter shall not be responsible for the cost of re-instating and repairing such damages caused by the Purchaser and the Purchaser alone shall alone liable to rectify and re-instate the same at his own costs. Provided further however, that the Purchaser shall not carry out any alterations of the whatsoever nature in the said premises of phase wing and specific the structure of the said unit/ wing/ phase of

the said building which shall include but not limit to column, beams, etc., or in the fittings, therein, in particular it is hereby agreed that the Purchaser shall not make any alteration in any of the fittings, pipes, water supply connections or any creation or alteration in the bathroom, toilet and kitchen which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing.

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

9. The Purchaser along with other Purchaser(s) of premises in the building shall join in forming and registering the Cooperative Housing Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register the common organisation of Purchaser. No objection shall be taken by the Purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The Promoter shall take into consideration the factual aspect as regards the administration, management of day to day affairs of the constructed and completed building and shall form a time frame policy for formation and registration of the cooperative housing society or association or limited and till such time shall call upon the purchasers who have acquired the flats to form an ad-hoc committee for carrying out the day to day administration and management of the said building in which the said premises is situated and shall render their sincere and utmost cooperation to such ad-hoc committee till the formation and registration of the society or association or limited company.

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

body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Owners in the project land on which the building with multiple wings or buildings are constructed.

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

9.2 Within 15 days after notice in writing is given by the Promoter to the Purchaser that the Premises is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Premises) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser agrees to pay his provisional monthly contribution for Shop Rs.1500/- per month,1RK Rs. 2025/- per month,1BHK flat Rs.2850/- per month, for 2BHK flat

Rs.4050/- per month and for 3BHK flat Rs.5200/- towards the proportionate share of outgoings in advance for 24 months and after completion of 24 months of advance maintenance charges undertakes to pay such provisional monthly contribution regularly on the 5th day of each and every month in advance and shall not withhold the same for any reasons whatsoever. The amounts so paid by the Purchaser to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Purchaser also agrees and assures to pay without any delay and as and when demanded by the Promoter the following amount :

(i) stamp duty and registration charges and other charges payable to the concerned authorities.

(ii) water and electric connection charges,

(iii) development charges,

(iv) legal charges for documentation

(v) transfer fee

(vi) water resources development charges

(vii) society formation and registration charges

(viii) advance maintenance charges of 24 months

(ix) requisite levies as may be levied by the state government and semi-government authorities from time to time.

(x) requisite corpus fund as may be decided by the Promoter from time to time and the same shall not be withhold on any ground/reason whatsoever.

The Promoter decided that after formation of society purchaser/s shall make payment of maintenance per month to the Society in the following manner;

a) **Shop Purchaser/s make payment of Rs.1500/- per month,**

b) **1RK Flat Purchaser/s make payment of Rs.2025/- per month and**

c) **1BHK Flat Purchaser/s make payment of Rs.2,850/- per month,**

d) **2BHK Flat Purchaser/s make payment of Rs.4050/- per month**

e) **3BHK Flat Purchaser/s make payment of Rs.5200/- per month**

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

formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

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

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

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

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

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

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

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

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

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

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

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

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

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

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

i. TO USE the residential flats only for residential purpose;

ii. TO CONTRIBUTE proportionately, along with the other occupants, towards the costs and expenses of maintenance, repairs and periodic external painting of the said building;

iii. NOT TO DO or permit to be done in or upon the said premises or any portion of the said Building, or any act, deed or thing which shall cause nuisance annoyance, disturbance, danger or inconvenience to the other purchasers of other premises of the said Building;

iv. To maintain the said premises the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the 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.

v. 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 Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

vi. 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 Promoter to the Purchaser 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 Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

vii. 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 Promoter and/or the Society or the Limited Company.

Not to do holes or changes in materials and colour on the exterior walls and chajjas of the premises. Not to fix grills and if want to fix or install the grills, the Purchaser/s/Allottes

shall fix only and only Invisible grills available in market. Not to change in external elevation by changing the windows and railing or keeping pots, boards and objects outside the windows or in any other manner whatsoever.

That Purchaser/s/Allottes have rights only to install and/or fix invisible grills to their premises (Invisible Grills means High quality stainless steel cables upto 2 MM) through Authorised Vendor provided by Builders/Promoters.

That Purchaser/s/Allottes cannot change the location of bathrooms and/or toilets and shall not damage the waterproofing made in the said premises.

That Purchaser/s/Allottes shall fix the outdoor units of the Air-conditioners at only at the designated place provided and/or shown by the Builders/Promoters

viii. 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.

ix. 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.

x. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Premises is situated.

xi. 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 Purchaser for any purposes other than for purpose for which it is sold.

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

xiii. The Purchaser shall observe and perform all the rules and regulations which the Society or Regency Park Co-op. Housing

Societies Federation Limited 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 Premisess therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/ Regency Park Co-op. Housing Societies Federation Limited 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.

xiv. Till a conveyance of the structure of the building in which Premises is situated is executed in favour of Society/Limited Society, the Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xv. Till a conveyance of the project land on which the building in which Premises is situated is executed in favour of Regency Park Co-op. Housing Societies Federation Limited, the Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

xvi. TO PAY to the Promoter, within seven days of the demand made by the Promoter, his/her/its proportionate share of security deposit/ premium/ betterment charges/ development levies demanded by concerned local authority or Government for giving water/electricity or any other services connection to the Building;

xvii. NOT TO USE the refuge area provided in the said Building for any purpose whatsoever as the same is exclusively provided for a refuge in case of fire in the said Building;

xviii. NOT TO DO any act or deed which shall be in violation of the terms and conditions attached to the various sanctions/approvals/NOCs etc. set out in the recitals hereinabove;

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

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

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

18. THE Purchaser shall be responsible for additional municipal taxes that may be levied by reason of the user of any permitted tenancy or leave and license agreement in respect of the premises allotted to the purchaser.

19. The Promoters shall have full right, absolute authority and shall be entitled to 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 Purchaser 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 purchaser is aware of the same and the Purchaser 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 purchaser under this agreement.

    The Purchaser further confirm and undertake that he will issue cheques of the installment as specified in the agreement in favour of "SAB VENTURES REGENCY PARK COLLECTION ACCOUNT" Account No. 698305602993, IFSC Code "ICIC0006983", ICICI Bank Kalyan Lokgram Branch.

20. It is agreed that the Promoter shall be entitled to put a hoarding and / or cable network station mobile phone set up or station on the said property or on the building to be constructed on the said property and the said hoardings may be illuminated or comprising of neon sign or such other type or mode as may be designed by the Promoter and for the purpose Promoter is fully authorised to allow temporary or permanent construction or erection in installation either on the exterior or the said building or on the property as the case may be

and the Purchaser agrees not to object or dispute the same. Necessary covenants, reservations in respect thereto shall be incorporated in the proposed conveyance. The Promoter or his nominees shall be exclusively entitled to the income that may be derived by display of such advertisement or installation of cable network or mobile phone station, at any time hereafter. The Purchaser shall not be entitled to any abatement in the price of the said premises or to object to the same for any reason and shall allow the Promoter, his agents, servants etc., to enter into the said property including the terraces and other open spaces in the building for the purpose of putting and / or preserving and / or maintaining and / or removing the advertisements and / or hoardings, neon lights or such installations etc., The Promoter shall be entitled to transfer or assign such right to any person or persons whom they deem fit and the purchaser shall not raise any objection thereto.

21. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Regency Park Co-op.Housing Societies Fedration Ltd; as hereinbefore mentioned.

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

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

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

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

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

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

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

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

h) to execute the conveyance of the said property in parts, taking into consideration the divisions of property due to road and such conveyance and transfer of land will not be equivalent to the floor space index consumed in the construction of the building situated on the said land conveyed in favour of the Regency Park Co-op. Housing Societies Federation Ltd;.

and the Purchaser has 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

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

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

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

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

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

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

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

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

viii) the Promoter shall have the option to form a separate co-operative housing society of the buildings undertaken for development and such society will become the member of the Federal society of the said entire layout and the conveyance of the entire layout will be executed in favour of such Regency Park Co-op.Housing Societies Fedration Ltd; and no separate conveyance will be executed in favour of any society.

ix) it is clearly brought to the notice of the Purchaser herein and the Purchaser herein is clearly made aware that the Promoters have acquired the land as described in the Schedule hereunder written however due to the certain reservations and / or set backs the area to be handed over and conveyed to the cooperative housing society and / or the corporate body will not be equivalent to the area of construction availed in the said buildings constructed on the said available land and the

Purchaser herein will not raise any objection, hindrance or obstruction such execution of the conveyance and such execution of conveyance shall be executed taking into consideration the entire buildings constructed in the said property along with the right and interest in the common open spaces, playground etc.,

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

24. The Promoter has clearly brought to the notice and knowledge of the Purchaser that there will be changes, modifications, further expansions, amalgamation of the adjacent lands in the scheme of construction and its present and future course of the scheme of development on the said property and / or the adjacent property in the manner herein recited and the Purchaser has clearly understood the same and in confirmation thereof shall not raise any objection, claim hindrance and obstruction to the rights, options and discretion as reserved by the Promoter herein

25. IT is hereby agreed that the Promoters shall be at liberty to amalgamate and / or combine one or more plots of land adjacent to the said land and get the plan of the proposed building/s to be constructed on the land so amalgamated / combined sanctioned from the planning authority and in such event form and get registered cooperative housing society of all the flats / shops purchasers in the said buildings and the Purchaser herein shall not, in any manner object the said right of the promoters. It is further agreed that in such event (purchasers of the adjacent land for the purpose of development) the Promoter shall be at liberty and / or entitled to grant a right of way from or through the said land for approaching (or of the better approach) to the adjacent lands those would be acquired with a view to developing them and the Purchaser herein shall not object the said right of the Promoter in any manner. The promoter has also clearly brought to the notice of the purchaser herein that he or his nominees has intended to acquire the development rights of the adjacent land and other abutting and appurtenant lands thereto and in the course of construction may amalgamate such adjacent lands and/or other lands with the present lands under development and in such event all the infrastructural

benefits of the present land and the complex known as “Regency Park” will be shared, utilized, used and enjoyed by the flat purchasers of the adjacent buildings and the purchasers herein is fully aware of the same and the purchaser herein along with the other purchasers will not raise any objections, hindrances and/or obstructions for such use of the common benefits, amenities and infrastructural facilities of the said project by the flat/unit purchasers of the buildings constructed on the adjacent land and the same shall form an integral part of the complex known as “Regency Park”. It is further brought to the notice of the Purchaser and it is clearly clarified that in case the Promoter do not amalgamate the said adjacent properties and acquire the same for development, then also the Promoter is well and sufficiently entitled to grant the facilities and rights to the other purchasers of adjacent properties to avail, use, utilise and enjoy the said club house facility of the said project and the Purchaser herein along with the other purchasers will not raise any objection for the same.

26. It is agreed and understood that as the scheme of construction and its expansion and future extension involves various phases during the possession of the first phase, the common amenities and infrastructural facilities thereto may be ready and functional for use and utilization and on that ground the Purchaser herein along with the other purchasers shall not object for payment of any charges, funds and deposits as applicable thereto and as agreed herein and further the Purchaser shall also pay the monthly maintenance charges and other outgoings regularly and shall not withhold the same on that ground or any other ground whatsoever.

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

28. BINDING EFFECT

Forwarding this Agreement to the Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of

the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Purchaser (s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

29. 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.

30. RIGHT TO AMEND

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

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

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

32. 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.

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

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the said premises to the total carpet area of all the said premises in the Project.

34. 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.

35. PLACE OF EXECUTION
The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Purchaser, in after the Agreement is duly executed by the Purchaser and the Promoter or simultaneously with the execution the said Agreement shall be registered at the appropriate office of the Sub-Registrar.

36. The Purchaser and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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

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

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

39. 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 and all other direct and indirect taxes shall be borne by the Purchaser alone. The Purchaser shall be entitled to the benefits offered to him under the provisions of Maharashtra Stamp Act in case of any transfer of the said premises by him to any intending purchaser subject to the provisions of the said Act.

40. 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.

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

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

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

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

All that portion of land **12458.88 sq. metres** after deducting the areas not in possession admeasuring 126 sq. metres as well as deducting an area admeasuring 1355.50 sq. metres affected by proposed road and further 189.62 sq. metres affected by garden reservation site No. 490 forming a larger part of all those pieces and parcels of land lying, being and situated at Village Netivali, Taluka Kalyan, District Thane within the limits of Kalyan Dombivali Municipal Corporation bearing

S. No./H.No.	**Area (sq.mts)**
40/2	2785
2/3	180
2/4	780
2/5/1	400
2/5/2	2609
3A/1/3/A	1839.50
4B/1	130
40/1	1632
39/A	2320
Total → (area after handing over to KDMC)	12675.50

and bounded as follows:

On or towards East : Existing 24 metres wide Road

On or towards West : Survey No.4B, village Netivli
On or towards South: Survey No.46, village Netivli
On or towards North: Survey No.2(part) village Netivli

together with all easement rights etc.,

SECOND SCHEDULE ABOVE REFERRED TO
Description of the nature, extent of common areas and facilities. (F wing)

1) The Stair cases, lift lobbies, fire escapes, and common entrances and exits of buildings
2) Club House in podium,
3) Top Terrace,
4) Recreational Garden,
5) Entrance Lobby,
6) Inverter Back-up for Lift,
7) Fire Fighting System in the building.

THIRD SCHEDULE ABOVE REFERRED TO

(Particulars of the Flat/ Unit/ Shop)

Flat No._____ on _____ floor in Building No. **F** in the scheme of construction known as **Regency Park**, constructed in the Phase II, admeasuring ____ sq. mtr. carpet. The carpet area of the said flat is unfinished without wall plaster, skirting and other finishes as defined and mentioned in the recital of this agreement.

IN WITNESS WHEREOF parties hereinabove named have set their respective signatures to this Agreement in the presence of attesting witness, signing as such on the day first above written.

SIGNED & DELIVERED
by the within named Promoters
M/S. **SAB VENTURES**
through its partner

_____ _____

SIGNED & DELIVERED
by the within named Purchaser/s

_____ _____

_____ _____

WITNESS:

1. Name: _____ _____
   Address: _____
   _____

2. Name: _____ _____
   Address :_____
   _____

RECEIPT

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

Date	Cheque No.	Amount	Bank

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

I/We say received

M/S. **SAB VENTURES**
through its partner

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 Purchaser as approved by the concerned local authority
ANNEXURE – E	Specification and amenities for the Premises,
ANNEXURE –F	Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority.

ANNEXTURE- E

SPECIFICATION AND AMENITIES

1. Vitrified Flooring in all Rooms.
2. Tiles –in Bathrooms and in Kitchen.
3. Granite Platform with Stainless Sink in Kitchen.
4. Plumbing Fittings.
5. Powder Coating/Anodized Sliding Windows.
6. POP Finished Walls & ceilings.
7. Decorative Doors.
8. Washable Distemper Paint.
9. Granite Frame in all Windows.
10. Sanitary Ware.
11. Electrical Switches.