

AGREEMENT FOR SALE

In respect of Residential flat premises no. _____ Admeasuring Carpet area at about _____ sq. mts. on _____ floor of Wing _____ in **Kakad Paradise Phase II** lying, being & situate in village Mira Mauje Mahajan Wadi Taluka and District Thane in Phase II,

THIS AGREEMENT made at Bhayander Taluka and District Thane on this _____ day of _____

BETWEEN

M/S. KAKAD HOUSING CORPORATION PAN no. AAAFK2889F a partnership firm duly formed, constituted and registered under the provisions of Indian Partnerships Act, 1932, having its address at Kakad House 11, New Marine lines Mumbai 400 020 through its partner SHRI KUNAL ANIL KAKAD (PAN NO. AAEPK6851D) hereinafter collectively referred to and called as **"THE PROMOTER"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partner or partners for the time being of the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner) **OF THE ONE PART;**

AND

Mr./Mrs./M/s. _____ Age _____ Yrs.
Occupation _____ PAN _____ Residence at _____
_____,

Mr./Mrs./M/s. _____ Age _____ Yrs.
Occupation _____ PAN _____ Residence at _____
_____, hereinafter

referred to and called as **"THE PURCHASER/S"** (which expression shall, unless contrary to the context or meaning thereof, mean and include his/her/their heirs and legal/representatives/heir any person claiming through and/or under them) **OF THE OTHER PART;**

WHEREAS:-

- A. By and under Development Agreement dated 09/05/2007 executed between Shri Avinash Anantrao Bhoir, Shri Suryakant Anantrao Bhoir, Shri Prakash Anantrao Bhoir, Shri Subhash Anantrao Bhoir, Smt. Kusum Pandurang Tandel, Smt. Shakuntala Bhimraj Bhoir and Smt. Madhuri Dayanand Kasar referred to therein as 'Owners' (**"Owners of the First Plot of Land"**) and the Promoter herein, therein referred to as 'Developer', the Promoter acquired development rights in respect of the plot of land bearing old Survey No 115 Hissa No 4, 14, 22 and 23 corresponding new Survey No 48 Hissa No 4, 14, 22 & 23 admeasuring in aggregate 2200 sq. mtrs. lying, being and situate at village Mira, Penkar Pada,

Kashimira, Taluka & District Thane within local limits of Mira Bhayander Municipal Corporation, hereinafter referred to as **"SAID FIRST PLOT OF LAND"** more particularly described in **"First Schedule"** written hereunder for the consideration and on the terms and conditions more particularly contained therein. Pursuant to the execution of the aforesaid development agreement the aforesaid owners of the said First Plot of Land put the Promoter in possession of the said First Plot of Land and also executed an irrevocable Power of Attorney dated 11/05/2007 duly lodged for registration at the office of Sub-Registrar of Assurances, Thane at Sr. No. 4432/2007 authorising them to do all act, deeds and things in respect of said First Plot of Land. Subsequently at the request of the Promoter the Owners of the First Plot of Land under a Deed of Conveyance dated 14/05/2010 duly registered at the office of Sub-Registrar of Assurances, Thane at Sr. No. 5120/2010 absolutely sold, transferred and conveyed all their right, title and/or interest whatsoever in the said First Plot of Land unto and in favour of the Promoter, therein referred to as the 'Purchaser' of the Other Part for the consideration paid under the Development Agreement dated 09/05/2007 and in the manner more particularly recorded therein.

- B. By and under a Development Agreement dated 14/11/2006 executed between Shri Vitthal Rakhmai Devasthan through its trustees Shri Yashwant Keshav Bhoir and Shri Narayan Atmaram Raut referred to therein as the 'Owners' (**"Owners of the Second Plot of Land"**) and the Promoter herein referred to therein as 'Developer', the Promoter acquired development rights in respect of the plot of land bearing old Survey No 115 Hissa No 10 and 20 corresponding new Survey No 48 Hissa No 10 & 20 admeasuring in the aggregate 2860 sq. mtrs. lying, being and situate at village Mira, Penkar Pada, Kashimira, Taluka & District Thane within local limits of Mira Bhayander Municipal Corporation hereinafter referred to as **"SAID SECOND PLOT OF LAND"** more particularly described in **"Second Schedule"** written hereunder for the consideration and on the terms and conditions more particularly contained therein. Pursuant to the execution of the aforesaid development agreement the aforesaid owners in respect of the said Second Plot of Land put the Promoter in possession of the said Second Plot of Land and also executed an irrevocable Power of Attorney dated 16/11/2006 duly registered at the office of Sub-Registrar of Assurances, Thane at Sr. No. 696/2006 to do all act, deeds and things in respect of the said Second Plot of Land more particularly enumerated thereunder with the specific right to sell the constructed premises, to execute necessary agreements/papers, to receive consideration on sale thereof to prospective purchasers and to hand over possession of the premises so constructed thereon and with a right to amalgamate the said Second Plot of Land for the better enjoyment with the property adjacent thereto. The owners of the said Second Plot of Land under Deed of Conveyance dated 14/05/2010 duly registered at the office of Sub-Registrar of Assurances, Thane at Sr. No. 5118/2010 absolutely sold, transferred

and conveyed all their right, title and/or interest whatsoever in the said Second Plot of Land unto and in favour of the Promoter for the consideration and in the manner more particularly recorded therein.

- C. By and under Development Agreement dated 04/01/2007 executed between Shri Bharat Govind Patil, Shri Deepak Govind Patil, Miss Jayabai Govind Patil (after marriage Mrs. Jayabai Yashwant Bhoir) and Smt. Mina Govind Patil collectively referred to therein as the 'Owners' ("**Owners of the Third Plot of Land**") and the Promoter herein referred to therein as the 'Developer' acquired the development rights in respect of the plot of land bearing old Survey No 116 Hissa No 3 corresponding new Survey No 46 Hissa No 3 admeasuring about 760 sq. mtrs. lying, being and situate at village Mira, Penkar Pada, Kashimira, Taluka & District Thane within local limits of Mira Bhayander Municipal Corporation hereinafter referred to as "**SAID THIRD PLOT OF LAND**" more particularly described in "**Third Schedule**" written hereunder for the consideration and on the terms and conditions more particularly contained therein. Pursuant to the execution of the said development agreement the aforesaid Owners in respect of said Third Plot of Land put the Promoter in possession of the aforesaid Third Plot of Land and also executed an irrevocable Power of Attorney dated 20/02/2007 duly registered at the office of Sub-Registrar of Assurances, Thane at Sr. No. 1550/2007 authorising them to do all act, deeds and things in respect of said Third Plot of Land. Subsequently at the request of the Promoter, the Owners of the said Third Plot of Land under a Deed of Conveyance dated 14/05/2010 duly registered at the office of Sub-Registrar of Assurances, Thane at Sr. No. 5116/2010 absolutely sold, transferred and conveyed all their right, title and/or interest whatever in the said Third Plot of Land unto and in favour of the Promoter, for the consideration paid under the Development Agreement dated 04/01/2007 and in the manner more particularly recorded therein.
- D. By and under Deed of Conveyance dated 26/04/2011 duly registered at the office of Sub-Registrar of Assurances, Thane at Sr. No. 3574/2011 made and entered into between (1) Shri Jayraj Devidas, (2) Shri Mahendra Devidas, for self and as Executors and Administrators of THE ESTATE OF LATE DEVIDAS SUNDERDAS, (3) Shri Dilip Padamshi, (4) Shri Harish Padamshi, as Legatees of THE ESTATE OF LATE PADAMSHI KHATAU, (5) Shri Kishore Krishnakumar, (6) Shri Bharat Dharamshi, (7) Shri Dhiren Dharamshi, (8) Shri Yogesh Krishnakumar, (9) Shri Vinay Dharamshi, (10) Shri Janak Hansraj; (5) to (10) being the only Heirs and Legatees of THE ESTATE OF LATE TRIKAMDAS JETHABHAI, (11) Shri Kishore Krishnakumar (12) Shri Yogesh Krishnakumar, being the Heirs and Legatees of THE ESTATE OF LATE KRISHNAKUMAR JETHABHAI (13) Shri Bhanubhai Dharamshi, being the Executor and Administrator of THE ESTATE OF LATE DHARAMSHI JETHABHAI (14) Shri Janak Hansraj, (15) Shri Krishnabai Hansraj, being the Heirs and Legatees of

THE ESTATE OF LATE HANSRAJ JETHABHAI, (16) Shri Chaturbhuj Dwarkadas, (17) Shri Jayant Tulsidas, (18) Shri Ashwin Tulsidas, as Executors of THE ESTATE OF LATE TULSIDAS KHATAU, (19) Shri Hemant Ranjit, as Executor of THE ESTATE OF LATE RANJIT RAMDAS, collectively referred to therein as the 'Vendors' have absolutely conveyed, transferred and/or assigned unto and in favour of the Promoter herein, referred to therein as the 'Purchasers' of the Other Part all that piece and parcel of land bearing Survey No 115 Hissa No 18, 19 and 21 corresponding new Survey No 48 Hissa 18, 19 and 21 admeasuring area in aggregate 910 sq. mtrs. lying, being and situate at village Mira, Mahajan Wadi, Taluka & District Thane within the jurisdiction of Mira Bhayander Municipal Corporation together with structures standing thereon hereinafter referred to as **"SAID FOURTH PLOT OF LAND"** more particularly described in **"Fourth Schedule"** written hereunder for the consideration and in the manner more particularly recorded therein.

- E. By and under Deed of Conveyance dated 26/04/2011 duly registered at the office of Sub-Registrar of Assurances, Thane at Sr. No. 3573/2011 (1) Shri Jayraj Devidas, (2) Shri Mahendra Devidas, for self and as Executors and Administrators of THE ESTATE OF LATE DEVIDAS SUNDERDAS, (3) Shri Dilip Padamshi, (4) Shri Harish Padamshi, as Legatees of THE ESTATE OF LATE PADAMSHI KHATAU, (5) Shri Kishore Krishnakumar, (6) Shri Bharat Dharamshi, (7) Shri Dhiren Dharamshi, (8) Shri Yogesh Krishnakumar, (9) Shri Vinay Dharamshi, (10) Shri Janak Hansraj; (5) to (10) being the only Heirs and Legatees of THE ESTATE OF LATE TRIKAMDAS JETHABHAI, (11) Shri Kishore Krishnakumar (12) Shri Yogesh Krishnakumar, being the Heirs and Legatees of THE ESTATE OF LATE KRISHNAKUMAR JETHABHAI (13) Shri Bhanubhai Dharamshi, being the Executor and Administrator of THE ESTATE OF LATE DHARAMSHI JETHABHAI (14) Shri Janak Hansraj, (15) Shri Krishnabai Hansraj, being the Heirs and Legatees of THE ESTATE OF LATE HANSRAJ JETHABHAI, (16) Shri Chaturbhuj Dwarkadas, (17) Shri Jayant Tulsidas, (18) Shri Ashwin Tulsidas, as Executors of THE ESTATE OF LATE TULSIDAS KHATAU, (19) Shri Hemant Ranjit, as Executor of THE ESTATE OF LATE RANJIT RAMDAS, collectively referred to therein as the Vendors have absolutely conveyed, transferred and/or assigned unto or in favour of the Promoter herein, referred to therein as the Purchasers of the Other part all that piece and parcel of land bearing old Survey No 115 Hissa No 5, 11, 15 corresponding new Survey No 48 Hissa No 5, 11, 15; old Survey No 116 Hissa No 2 corresponding new Survey No 46 Hissa No 2 and old Survey No 117 Hissa No 1 corresponding new Survey No 45 Hissa No 1 admeasuring area in aggregate 3400 sq. mtrs. lying, being and situate at village Mira, Mahajan Wadi, Taluka & District Thane within the jurisdiction of Mira Bhayander Municipal Corporation together with structures standing thereon hereinafter referred to as **"SAID FIFTH PLOT OF LAND"** more particularly described in **"Fifth Schedule"**

written hereunder for the consideration and in the manner more particularly recorded therein.

- F. The Promoter is the owner of the said First Plot of Land, the said Second Plot of Land, the said Third Plot of Land, the said Fourth Plot of Land and the said Fifth Plot of Land admeasuring in aggregate approximately 10,130 sq. mtrs. or thereabouts lying, being and situate at Village Mira Mouje Mahajan Wadi, Taluka & District Thane within local limits of Mira Bhayander Municipal Corporation bearing new Survey No 48 Hissa No 4, 5, 10,11, 14, 15, 18 to 23, Survey No 46 Hissa No 2 and 3, Survey No 45 Hissa No 1 (hereinafter for sake brevity referred to as the said **"Entire Plot of Land"**) and as such is entitled to develop the same.
- G. For the beneficial use of the said Entire Plot of Land, the Promoter approached Mira Bhayander Municipal Corporation (**"MBMC"**) to implement a scheme, being Affordable Housing Scheme promoted and initiated by the Urban Development Department in the residential zone (hereinafter referred to as **"said Scheme"**). The MBMC under its letter no. XXXXXXXXXXXX dated 02/06/2015 accorded its approval of location clearance on the layout of said Entire Plot of Land.
- H. In accordance with the terms and conditions of the layout plans and the said Scheme, the Promoter has already handed over to the MBMC (1) part of the D.P. road admeasuring 1522.32 sq. mtrs. that has been partly constructed by them and having width of approx. 18 mtrs., which provides additional access to the said Entire Plot of Land (**"DP Road Area"**) and (2) part of the Amenity Open Space admeasuring 1042.38 sq. mtrs. (**"Amenity Open Space Area"**). Accordingly, the Promoter is entitled to use and consume all the compensatory FSI arising out of and/or that shall be generated in future from the handing over of the DP Road and Amenity Open Space in the manner deemed fit on the said Entire Plot of Land or part thereof (**"Compensatory FSI"**).
- I. The Promoter has already and hereby once again expressly discloses to the Purchaser that (1) a portion of the said Entire Plot of Land admeasuring 248.07 sq. mtrs. is encroached by the occupiers of the adjoining plot and as such the same shall not form part of the property that would eventually be conveyed to the Federation upon completion of the entire development as per this Agreement (**"Encroached Land"**), and (2) as per the said Scheme the Promoter is under an obligation to and shall accordingly construct a separate building of Affordable Housing units being **'E Wing'** comprising of ground plus 18 upper floors along with a recreation garden admeasuring 401.06 sq. mtrs., on ¼th portion of the said Entire Plot of Land admeasuring 1,976.77 sq. mtrs., and delineated in green colour boundary line on the plan annexed hereto and marked as **"Annexure G"** (**"Area under development for Affordable Housing Building"**) which shall have a separate access independent to A Wing, B Wing, C Wing and D Wing,

and further that the Area under development for Affordable Housing Building together with the building standing thereon shall be handed over to the MBMC and / or Urban Local Bodies as may be notified by the Urban Development Department of Government of Maharashtra and / or any authority in that behalf as the case may be and as such is not for sale and therefore not registered as a part of said Project (defined hereinafter).

- J. Accordingly the Promoter has started developing the said Entire Plot of Land in a phase wise manner comprising of **"Phase I"** being 'A' and 'B' Wings both having ground, + 19 upper floors along with certain facilities and amenities on a portion of the said Entire Plot of Land admeasuring 585 sq. mtrs. delineated in blue colour boundary line on the plan annexed hereto and marked as **"Annexure G"** (**'Phase I Land'**), the **"Phase II"** being 'C', and 'D' Wings along with certain amenities and facilities on a portion of the Entire Plot of Land admeasuring 700 sq. mtrs. delineated in red colour boundary line on the plan annexed hereto and marked as **"Annexure G"** (**'Phase II Land'**) and a Stack / Mechanized Parking Facility / Parking Tower delineated in orange colour boundary line on the plan annexed hereto and marked as **Annexure "G"** and the affordable housing unit being "E Wing" on the Area under Development for Affordable Housing Building by utilising all the inherent FSI/ Incentive FSI/Fungible FSI, TDR, Compensatory FSI being 25,243 sq. mtrs. (**"FSI of Entire Plot of Land"**) as available presently as also such FSI / TDR that shall be granted from time to time including on account of change in applicable laws, other benefits, concessions, etc. as per the plans approved or to be approved by the concerned authority with such amendments and alterations as may be permitted from time to time which is hereinafter as a whole referred to as the **"said Entire Kakad Paradise Project"**. The Phase I Land, the Phase II Land, the Area under development for Affordable Housing Building and the Encroached Land area hereinafter collectively referred to as the **"Land under Development"**.
- K. The Promoter hereby expressly discloses that as, (1) the Area under development for Affordable Housing Building, (2) Amenity Open Space Area and (3) DP Road Area, shall be handed over/are handed over and that it is not possible for the Promoter to remove the encroachment from the Encroached Land, the Promoter shall, in accordance with the terms of this Agreement, convey to the Federation (defined hereunder) a portion of the said Entire Plot of Land admeasuring 5340 sq. mtrs., delineated in yellow shading on the plan annexed hereto and marked as **Annexure "G"** being the said Entire Plot of Land less the aforesaid areas (**"Area to be Conveyed"**).
- L. In accordance with the permission granted from time to time, the Promoter has completed construction of wings A and B being Phase I of the Entire Kakad Paradise Project and pursuant thereto such completion and upon receipt of the

occupation certificates in respect thereof, has accordingly handed over possession of the flats situate therein to the flat purchasers.

- M. The Promoter in accordance with GR dated 07/08/2014 issued by Government of Maharashtra Urban Development Department concerning Affordable Housing Scheme so also in keeping with approval of location clearance by Mira Bhayander Municipal Corporation under its letter dated 02/06/2015 approached Mira Bhayander Municipal Corporation for grant of development and construction permission with benefit of the said Scheme and also applied for revised development and construction permission on the said Entire Plot of Land. Accordingly, Mira Bhayander Municipal Corporation under its permission dated 04/12/2015 bearing no. XXXXXXXXXXXX accorded revised Commencement Certificate for Wing 'C', 'D' for saleable component and Wing 'E' under Affordable Housing Unit. Thus, Wing 'C' and 'D' under the said permission dated 04/12/2015 is available to the promoter for sale being the saleable component and Wing 'E' approved under the said permission dated 04/12/2015 is to be constructed for Affordable Housing Scheme and to be handed over to the MBMC and / or Urban Local Bodies as may be notified by the Urban Development Department of Government of Maharashtra and / or any authority in that behalf as the case may be.
- N. The Promoter has interalia commenced development of 2 (two) wings i.e. "**C - Wing**", having ground plus 23 upper floors and "**D - Wing**" having ground, plus 23 upper floors along with certain amenities and facilities more particularly set out in the **Annexure "B"** hereunder written to be constructed on the Phase II Land by utilizing the Inherent FSI / all Incentive and Fungible FSI/ TDR to the extent of 11,904.58 sq. mtrs., or thereabouts (Builtup area) and such FSI/FAR/Incentive FSI/Fungible/ TDR that shall be sanctioned in future from time to time (hereinafter referred to as the "**Project**"). These are the only balance buildings comprising of flats for free sale and is collectively a stand-alone Real Estate Project as defined under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "**Act**").
- O. The Promoter has got approved from the concerned local authority the plans, the specifications, elevations, sections and details of C Wing and D Wing to be constructed on the Phase II Land.
- P. For the purpose of constructing the said building, the Promoter have entered into standard agreement with an Architect M/s. Anil Patil Consultants Pvt. Ltd. duly registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects. The Promoter have appointed structural Engineers M/s. Parikh Kulkarni for the preparation of the structural design and drawings of the buildings and the Development shall be under the

professional supervision of the Architects and the structural Engineers till the completion of the Entire Kakad Paradise Project.

- Q. N.K. Mudnaney, Advocate, has issued an Opinion on Title dated 13 May 2011 in respect of the said Entire Plot of Land, copy of which is marked as Annexure "H".
- R. The Promoter, as the owners alone have the sole and exclusive right to sell the premises in Kakad Paradise to be constructed on the said Phase II Land and to enter into agreement/s with the purchaser/s of premises in the said building and to receive the sell price in respect thereof.
- S. The Promoter has registered the said Project with the Real Estate Regulatory Authority (hereinafter referred to as "**the Authority**") at _____ bearing registration No. _____ in accordance with the provisions of the Act and the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website), Rules 2017 ("**Rules**"). An authenticated copy of the Certificate of Registration is annexed hereto and marked as **Annexure "A"**.
- T. The Purchaser has demanded from the Promoter and the Promoter has given inspection to the Purchaser of all the documents of title relating to the said Entire Plot of Land, the relevant orders, and the approved plans, designs and specifications prepared by the Promoter's Architects and all other documents as specified under the said Act and the rules made thereunder including all documents that have been furnished to the Authority for registration of the Project which are also available for review on the website of the Authority and the stage wise time schedule for completion.
- U. The Promoter has also annexed hereto the copies of following documents:
- (i) Copy of Certificate of Registration bearing no. _____ dated _____ (**Annexure "A"**)
 - (ii) List of amenities and fixtures and fittings to be provided (**Annexure "B"**)
 - (iii) Copy of VII/12 extract (**Annexure "C"**)
 - (iv) Copy of I.O.D. No _____ dated _____ (**Annexure "D"**)
 - (v) Copy of Commencement Certificate No. M.B/MC/TP/3580/2015-16 dated 4 December 2015 (**Annexure "E"**)
 - (vi) Copy of Typical Plan of the flat (**Annexure "F"**)
 - (vii) Copy of the layout plan (**Annexure "G"**) and
 - (viii) Copy of the Title Certificate relating to the said Entire Plot of Land issued by N.K. Mudnaney, Advocate of the Promoter (**Annexure "H"**)

- V. While sanctioning the aforesaid plans, in respect of construction and development of the Land under Development, the concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Project and the said building thereon and upon due observance and performance of which the completion and occupation certificate in respect of the said building shall be granted by the concerned authority.
- W. The Purchaser being fully satisfied in respect of the title of the Promoter to the said Entire Plot of Land as also the right, title and entitlement of Promoter to sell and transfer the said Premises and with full knowledge of the disclosures, nature of rights retained by the Promoter under this Agreement, all the terms, conditions, limitations contained in the title documents, papers, plans, orders, schemes, permissions/ sanctions granted from time to time, etc., being desirous of acquiring a flat in the said building has approached the Promoter to sell to him/her/them Flat No. _____ having _____ sq. ft., (RERA carpet area) on _____ floor, of ____-Wing as shown in red colour boundary line on the plan annexed hereto as **Annexure "F"**, hereinafter referred to as the "**said Premises**" and which is more particularly described in the **SIXTH SCHEDULE** hereunder written. Accordingly at the request of the Purchaser, the Promoter has agreed to allot and the Purchaser has agreed to acquire the said Premises at and for a lumpsum consideration of Rs. _____/- (Rupees _____ only) and on the terms and condition as appearing hereinafter.
- X. Prior to the execution of these presents, the Purchaser has paid to the Promoter a sum of Rs. _____/- (Rupees _____ Only) being earnest money deposit towards the offer of the Promoter to sell and allot the said Premises to the Purchaser (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) which shall be adjusted on execution hereof as part payment towards the sale price payable for sale and purchase of the said Premises and the Purchaser has agreed to pay the Promoter the balance of the sale price in the manner set out hereinafter in this agreement.
- Y. As per terms of the said Act, this Agreement for sale of said Premises is being executed with the Purchaser, the execution whereof shall be admitted before the Sub Registrar of Assurances and under the Registration Act, 1908.
- Z. The Parties are now desirous of recording the terms and conditions agreed upon between them in the manner hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED, DECLARED, CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. The recitals shall form an integral part of the Agreement and the same shall be deemed to be reproduced herein verbatim.
2. The Promoter in furtherance of the development of the said Land under Development in accordance with the said Scheme has completed construction of Phase I being 'A' Wing and 'B' Wing along with certain facilities and amenities on a portion thereof admeasuring 585 sq. mtrs., by utilising the Inherent FSI / all Incentive and Fungible FSI/ TDR to the extent of 7408.69 sq. mtrs., or thereabouts (Builtup area) from and out of the total the FSI/FAR/Incentive FSI/ Fungible FSI/ TDR, etc. that is available and pursuant to receipt of the occupation certificate, possession of the same has been handed over to the respective flat purchasers thereof ("**Phase I**").
3. The Promoter once again hereby discloses that while undertaking the construction of the remaining sale buildings (C Wing and D Wing) as per with the said Scheme, the Promoter is under an obligation to and accordingly shall construct a separate building of affordable housing units being E Wing comprising of ground plus 18 upper floors along with a recreation garden admeasuring 401.06 sq. mtrs. on ¼th portion of the Land under Development admeasuring 1976.77 sq. mtrs., by utilizing the Inherent FSI / all Incentive and Fungible FSI/ TDR to the extent of 5930 sq. mtrs., or thereabouts (Built up area) from and out of the FSI of the Land under Development as also provide a separate access to such building independent to and from the saleable component available to the Promoter for sale in the open market and handover the same including the area of Balwadi, provision for the office of the occupants of the Affordable Housing Scheme and the RG area ("**Area under development for Affordable Housing Building**") under the said Scheme free of cost to the concerned Urban Local Bodies (ULB) i.e. MBMC and/or any such other body as may be notified by the Government of Maharashtra be and as such is not for sale and therefore not registered as a part of said Project (defined hereinafter). The cost of construction of E Wing and development of the Area under Development for Affordable Housing Building shall be part of the entire project costs. The Promoter shall, pursuant to completion of the development as envisaged, sub-divide the Area under Development for Affordable Housing Building from the Land under Development as aforesaid.
4. The Promoter shall thus, as Phase II of the building complex called "**Kakad Paradise Phase II**", construct 2 (two) wings i.e. "**C - Wing**", having ground, plus 23 upper floors and "**D - Wing**" having ground, plus 23 upper floors (hereinafter collectively referred to as the said "**said building**") together with certain common

amenities and facilities set out in the **Annexure “B”** hereunder written, on a portion of the Land under Development admeasuring 700 sq. mtrs., delineated in red colour boundary line on the plan annexed hereto and marked as “**Annexure G**” (“**Phase II Land**”) by utilizing the Inherent FSI / all Incentive and Fungible FSI/ TDR to the extent of 11,904.58 sq. mtrs. or thereabouts (Builtup area) and such FSI/FAR/Incentive FSI/ Fungible FSI/ TDR, etc., that shall be sanctioned in future from time to time and all of which are hereinafter collectively referred to as the said “**Project**”, in accordance with the layout plans, designs, specifications approved by the concerned local authorities i.e. Mira Bhayander Municipal Corporation (“**MBMC**”) and which have been seen and approved by the Purchaser from time to time and in accordance with rules and regulations as may be in force at present and/or at any time hereafter and also subject to such terms and conditions as may be imposed by the State Government or any other Competent Authority. The said Project together with the E Wing and the Area under development Affordable Housing Building and the already completed Phase I are hereinafter collectively referred to as the “**Entire Kakad Paradise Project**”.

5. The Purchaser hereby agrees to purchase and acquire from the Promoter and the Promoter agrees to sell and allot to the Purchaser, residential Flat No. _____ admeasuring _____ sq. mts. (RERA carpet area) equivalent to _____ sq. mtrs. on the _____ floor of _____ Wing, to be constructed by the Promoter on the Phase II Land as delineated in red colour boundary on the Floor Plan thereof hereto annexed and marked **Annexure “F”** in the building complex “**Kakad Paradise**” here in after for the sake of brevity referred to as the “**said Premises**”, on the terms and conditions and at and for the sale price of Rs. _____ (Rupees _____ Only) inclusive of Rs. Nil/- being the proportionate price of the common areas and amenities and facilities appurtenant to the said Premises (the nature, extent, description of which are more particularly described in **Annexure “B”** written hereunder (“**said Sale Price**”) payable by the Purchaser to the Promoter, in the manner hereinafter appearing. The said Premises is more particularly described in the **SIXTH SCHEDULE** hereunder written.

6. The Purchaser has paid to the Promoter, on or before execution hereof sum of Rs. _____ (Rupees _____ only) (the payment and receipt where of the Promoter hereby admit and acknowledge) as advance payment or application fee for the said Premises agreed to be sold by the Purchaser to the Promoter and the Purchaser hereby agrees to pay to the Promoter balance amount of purchase price of Rs. _____ (Rupees _____ Only) in the following manner:-

- a. 10% booking amount
- b. 10% paid simultaneously with the execution and registration of this Agreement (payment and receipt whereof Promoter doth hereby admit and acknowledge)
- c. 10% commencement of Construction
- d. 5% on completion of plinth work.
- e. 4% on completion of first slab.
- f. 0% on completion of second slab.
- g. 4% on completion of third slab.
- h. 0% on completion of fourth slab.
- i. 4% on completion of fifth slab.
- j. 0% on completion of sixth slab.
- k. 4% on completion of seventh slab.
- l. 0% on completion of eighth slab.
- m. 4% on completion of ninth slab.
- n. 0% on completion of tenth slab.
- o. 4% on completion of eleventh slab.
- p. 0% on completion of twelfth slab.
- q. 4% on completion of thirteenth slab.
- r. 0% on completion of fourteenth slab.
- s. 4% on completion of fifteenth slab.
- t. 0% on completion of sixteenth slab.
- u. 4% on completion of seventeenth slab.
- v. 0% on completion of eighteenth slab.
- w. 3% on completion of nineteenth slab.
- x. 0% on completion of twentieth slab.
- y. 3% on completion of twenty first slab.
- z. 0% on completion of twenty second slab.
- aa. 3% on completion of twenty third slab.
- bb. 0% on completion of twenty fourth slab.

- cc. 5% on completion of the brick work of the said premises
- dd. 5% on completion of internal work of the said premises
- ee. 5% on completion of external plastering work of the said premises
- ff. 10% on completion of electrical work of the said premises
- gg. Balance amount payable at the time of intimation of possession of the said Premises for furniture and fit outs

The Purchaser shall pay such installment of the said Sale Price to the Promoter after deducting therefrom 1% TDS on the sale consideration (excluding all applicable taxes and levies set out in Clause 8 of this Agreement) as per the provisions of Section 194-IA of the Income Tax Act, 1961 and shall deposit the said amount to the credit of the Central Government and shall issue a TDS Certificate favouring the Promoter in the prescribed Form No.16B for the same, within the statutory period. The Purchaser shall be entirely responsible for any delay and/ or default in complying with the provisions of Section 194-IA

All cheques payable as aforesaid in favour of the Promoter shall be drawn in the name of "**M/s. Kakad Housing Corp Unit CD**" and payable at Mumbai.

The Purchaser hereby agrees to pay all applicable taxes and levies set out in Clause 8 of this Agreement in addition to the advance payment/application fee/installment payment set out hereinabove.

7. Time as to payment of all amounts under this Agreement shall be of the essence and the Purchaser shall be liable to pay interest at the State Bank of India highest marginal cost of lending rate plus 2% as specified in the Rules on all delayed payments from the due date till the date of payment thereof. An intimation in writing forwarded by the Promoter to the Purchaser that a particular stage of construction is completed shall be sufficient proof that a particular stage of construction is completed. It is specifically agreed by the Purchaser that this Agreement shall not create any right, title, interest and/or claim of the Purchaser on the said Premises agreed to be sold until and unless all the amounts due and payable by the Purchaser as recorded herein are paid by the Purchaser to the Promoter in accordance with the terms and conditions of this Agreement.
8. The said Sale Price as also all other amounts as may be due and payable by the Purchaser under these presents are exclusive of all taxes, levies, duties, cesses etc. All such taxes, levies, duties, cesses (whether applicable/payable now or become applicable/payable in future) including GST and/or Works Contract Tax, Swachh Bharat Cess, Krishi Kalyan Cess, land under construction tax, LBT and/or all other direct / indirect taxes / duties, impositions applicable, levied by

the Central and/or State Government and/or any local, public or statutory authorities / bodies etc., or any other tax/liability on account of this transaction ("**said Taxes**") and the same shall be borne and paid by the Purchaser alone and the Promoter shall never be liable, responsible and/or required to bear, and / or pay the same or any part thereof. Such payments / reimbursements shall be made by the Purchaser to the Promoter proportionately alongwith payments/ installments of Sale Price under clause 6 hereof, within fifteen (15) days from the date of the intimation by the Promoter in that behalf, in a separate account opened by the Promoter for collection of the same. Provided further that the Promoter shall not be bound to accept the payment of any installment unless the same is paid alongwith the amount of the said Taxes as applicable and the Purchaser shall be deemed to have committed default in payment of amount due to the Promoter hereunder if such payment is not accompanied with the said Taxes as applicable. In case of any deficit amount payable by the Purchaser to the Promoter for and on account of the aforesaid or other payments under this Agreement, then the same shall be paid or reimbursed by the Purchaser to the Promoter alongwith interests or penalties as charged by the statutory authorities before accepting possession of the said Premises. The Purchaser does hereby further agree and undertake to indemnify and keep the Promoter indemnified, saved, defended and harmless of, from and against any cost, charge or expense incurred or any risk, harm or prejudice suffered or any suit, action, or proceeding instituted in respect of or arising out of or due to the non-payment of said Taxes. In the event or in case of default by the Purchaser in the payment of said Taxes or further statutory payments, liabilities or the like relating the construction, development, sale marketing, etc. of the said Premises then (a) the same will be payable alongwith interest as hereinelse where stated; and (b) the Promoter will be entitled to a first charge and lien on the said Premises to the extent of such outstanding statutory taxes/dues.

9. 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/obstruct/question the Promoter's adjustment/appropriations of his payments in any manner and under any circumstances whatsoever.
10. The said Sale 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 shall while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc.,

enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter to be issued to the Purchaser.

11. For the better and more convenient use and enjoyment of the said Premises and at the request and direction of the Purchaser, the Promoter does hereby allot to the Purchaser, car parking space bearing no. ____ of about _____ sq. ft. in the Stack / Mechanized Parking Facility / Parking Tower being single/ mechanical stacks, (hereinafter referred to as **"the Car Parking Space"**). The aforesaid parking space has been exclusively granted to the Purchaser for the purpose of parking his/her/their own vehicles and shall not be used otherwise. The aforesaid is an allotment without consideration and the Purchaser agrees and undertakes not to raise any claim or dispute of any nature whatsoever and shall keep the Promoter indemnified in the event of any claims or disputes initiated by any other flat purchasers, members, etc.
12. The Promoter shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the said building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total sale price payable for the said Premises shall be recalculated upon confirmation by the Promoter. If the actual carpet area of the said Premises increases or decreases more than 3% (three percent) on account of structural design and construction variances, the consideration in respect thereof shall proportionally stand increased or reduced, which shall be adjusted or paid (as the case may be) at the time of payment of the last installment payable under the payment schedule. Such increase or reduction in consideration will be in respect of the differential percentage only i.e. the difference above or below 3% variation. For the purpose of determination of actual area upon construction of the said Premises, the decision of the Architect appointed for the construction of the said building shall be final and binding upon the Parties hereto. The Architect shall provide a certificate in writing determining the actual carpet area of the said Premises. Notwithstanding the aforesaid, the Purchaser hereby agrees to and accepts any increase or decrease in the carpet area of the said Premises due to change in any law, rules, regulations, notifications etc. issued by the Central Government, State Government and/or competent authorities from time to time without any change in consideration.
13. It is agreed that the said Premises shall be a R.C.C. structure with normal brick and cement plaster only. The standard fixtures and fittings to be provided by the Promoter in the said building and the premises are those that are set out in **Annexure "B"** hereto. The Purchaser confirms that the Promoter shall not be liable to provide any other fixtures and fittings save and except those mentioned in the **Annexure "B"** hereto. Further, the Purchaser confirms and consents that

the Promoter has full right to change fixtures and fittings to be provided in the circumstances wherein there is an uncertainty about the availability of fixtures and fittings required to be provided either in terms of quantity and quality and/or delivery schedule and/or for any other reason beyond the control of the Promoter when the same would be of equivalent quality as set out in **Annexure "B"** hereto and further agrees not to claim any reduction or concession in the consideration due and payable to the Promoter on account of any such change or substitution in the fixtures and fittings by the Promoter in the said Premises.

14. It is agreed that the said building contains common areas, amenities and facilities as specified in **Annexure "B"** hereto ("**said Amenities**") The Purchaser hereby agrees, declares and confirms that save and except the said Amenities, the Promoter shall not be liable, required and /or obligated to provide any other amenities and / or facilities in the said building. The Promoter has proposed to provide certain amenities in the Entire Kakad Paradise Project as specified in **Annexure "B"** hereto and shown on the sanctioned layout plan uploaded on the website of the said Authority and which shall be common for all the Purchasers of the Flats in Entire Kakad Paradise Project. The Promoter shall be absolutely entitled to add, alter, amend or delete any or all of the said Amenities without being liable to the Purchaser in any manner whatsoever. The Purchaser shall not have any right to object to any change thereto.

15. It is clarified that the layout/building plans for development of structures as part of the other phase(s), location and dimension of additional car parking spaces, plans and specifications of the other building/s / structures forming part of the Entire Kakad Paradise Project may change at the sole discretion of the Promoter. It is agreed by the Purchaser that the Promoter shall be entitled:

- a. To make such minor additions or alteration in the said Project and/or said Premises as it deems fit. The Promoter shall intimate the same to the Purchaser and the Purchaser hereby agrees and undertakes not to raise any claim, demand or dispute of any nature whatsoever in respect thereof;
- b. To make changes for relocating/realignment of the water, power, sewage, telephone, gas and other services and utility connections and lines, overhead/ underground tanks, pumps, without any consent of / intimation to the Purchaser and the Purchaser hereby agrees and undertakes not to raise any claim, demand or dispute of any nature whatsoever in respect thereof;
- c. To make such variations, alterations, amendments or deletions to or in the development of the said Project, layout, plans and specifications of the Entire Kakad Paradise Project / said building, floors plans and/or the

dimension or location of the parking spaces, open spaces, club house, recreation areas, garden spaces, varying the access to the said building if the same are required by the concerned authorities and/or if there are changes in laws which necessitate the same and / or if the proposed building plans cannot be executed as they were for no fault of the Promoter without obtaining any prior consent of the Purchaser as long as the same does not affect the location / area of the said Premises. The Promoter shall intimate the Purchaser of the same and the Purchaser hereby agrees and undertakes not to raise any claim, demand or dispute of any nature whatsoever in respect thereof;

- d. To make any such variations, alterations, amendments or deletions to or in the development of the said Project, layout, plans and specifications of the Entire Kakad Paradise Project / the said building, floor plans and/or the dimension or location of the parking spaces, open spaces, clubhouse, recreation areas, gardens, other common areas, amenities and facilities and/or varying the location of the access to the said building if the same are required for the purpose of efficacious planning and exploitation of the Land under Development and/or to utilize the balance/unutilized F.S.I./TDR and/or development potential, benefits in respect thereof as available presently or that as may be available in future on the Land Under Development or any part thereof including the said building for any reason including on account of change in laws. The Purchaser hereby agrees and undertakes to promptly give his / her / their consent and covenants not to unreasonably withhold / dispute the same provided such variation, alteration, amendments or deletions proposed by the Promoter does not affect the location/area of the said Premises.
- e. The Purchaser agrees, confirms and undertakes not to directly / indirectly claim any amount / compensation, etc., and shall cooperate with and assist the Promoter.

16. Upon handing over of possession of the said Premises, the Promoter is retaining unto itself full rights for the purpose of ingress or egress to the Phase II Land in the manner deemed fit and the Purchaser unequivocally consents / agrees not to raise any objection or dispute regards the same, now or at any time in the future and the Purchaser acknowledges that hardship may be caused during such time and expressly undertakes never to object to the same.

17. The Purchaser hereby expressly agrees that all necessary facilities, assistance and co-operation will be rendered by the Purchaser to the Promoter to enable the Promoter to make additions alterations and/or to raise additional floor or floors or structures in accordance with the amended or modified plans as may be sanctioned by the MBMC. The Purchaser hereby further agrees and undertakes

that after the Organization (defined hereunder) is registered, the Purchaser as a member or shareholder of such Organisation, shall accord his consent to such Organisation (defined hereunder) granting and giving to the Promoter full permission, facility, assistance and co- operation to enable the Promoter to enter upon the Phase II Land and the said Building and to construct additional floors above the said building or any part or portion thereof, change the user thereof and also for the aforesaid purpose to shift the water tanks and other structures, etc., on the upper floor(s) when so constructed.

18. The Purchaser hereby expressly consents to the Promoter that the Promoter has full rights and authority to re-design the amenities in the Entire Kakad Paradise Project or increase the number of floors of the said Building, amend the existing layout and/or add and construct more building or buildings or the recreation area or realign any internal road, amenity space, open space, recreation area and passages and such other area or areas as the Promoter may desire to. The Purchaser confirms the Promoter will be entitled to utilise any and all F.S.I., T.D.R. and all the benefits, potentials, yield, advantages, etc. presently available and / or that may be available in the future for any reason including on account of change in regulations / law / Act etc. in respect of the Phase II Land or any part thereof as the case may be. All such additions, alterations, additional floors and/or additional wings, building and/or structures shall be the sole property of the Promoter who shall be entitled to sell/allot and/or otherwise deal with the same in the manner mutually agreed between them for such consideration and on such terms, conditions and provisions as they may desire and deem fit and proper in their sole and unfettered discretion. The Promoter shall be entitled to utilise and consume such TDR, F.S.I or any other potential, other rights, benefits including floating rights, etc. on the Phase II Land and/or the contiguous, adjacent or adjoining lands or properties to the maximum extent permissible as per the rules/regulations in force at such relevant time. The Purchaser and/or the said Organization shall not be entitled to claim any rebate in price or any other advantage from the Promoter on the ground of the Promoter making additional construction or on any other ground whatsoever.

19. The said Entire Kakad Paradise Project for sale comprises of 4 (four) wings as aforesaid and the Promoter at its discretion shall be entitled to form separate and independent Association/s of Apartment Owners or society/ies or a limited company/ies as may be decided by the Promoter to be known by such name as the Promoter may decide and which will be approved by the Registrar of Co-operative Societies or the competent authority as the case may be ("**said Organisation**") in respect of each of the aforesaid wings. Pursuant to formation of such separate and independent Organisations as aforesaid, the Promoter shall cause formation of an Apex Body or Federation comprising of such Organisation/s formed in respect of the Entire Kakad Paradise Project

("Federation"). The Purchaser along with other purchasers of premises in the Entire Kakad Paradise Project shall join in forming and registering the Organisation and the Federation and for this purpose also from time to time sign and execute the application for registration and for membership and other papers and documents necessary for the formation and registration of the same within seven days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register the organization in accordance with the terms of this Agreement. No objection shall be taken by the Purchaser if any changes or modification are made in the draft bye-laws or the Memorandum and/or Articles of Association as may be required by the competent authority or the Registrar of Companies as the case may be or any other competent authority.

20. It is agreed that the Promoter shall convey/lease the Area to be Conveyed by executing necessary Deed of Conveyance/Deed of Assignment/Deed of Lease or other necessary document in favour of the Federation in the manner stated in clause 19 hereinabove only after;
- (i) the entire Floor Space Index ("FSI"), potential, yield of the Land under Development and /or Transferable Development Rights ("TDR") has been utilised, consumed, loaded etc.;
 - (ii) the construction of the said Entire Kakad Paradise Project on the Land under Development with such amendments as desired has been completed in all respects and all the flats and garages have been sold and the parking space for exclusive and permanent use of parking have been earmarked/allotted and;
 - (iii) the Promoter has received all the amounts including the sale price from all the purchasers in respect of all the flats;
 - (iv) the said Entire Kakad Paradise Project is otherwise completed in all respects;

and till then, the Promoter shall not be bound, liable, required and/or called upon to execute any such Deed of Conveyance/Deed of Assignment/Deed of Lease or other necessary documents in respect of the Area to be Conveyed with the building/s standing thereon and the Purchaser agrees, irrevocably consents and undertakes not to raise any demand or dispute or objection to the same.

21. It is expressly agreed that the right of the Purchaser under this Agreement or otherwise shall always be restricted to the said Premises only, and such right will accrue to the Purchaser only on the Purchaser making full payment to the Promoter of the Sale Price and all other amounts as stated herein, strictly in

accordance with this Agreement and only on the Purchaser performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof. All the unsold flat(s)/ garages and rights of unalloted car parking space(s) and the proportionate share in the Common Areas and Amenities shall always be the sole and absolute property of the Promoter. The Promoter shall be fully entitled to and be in absolute control of other areas/ portions of the said Building until the Area to be Conveyed is conveyed / leased to the Federation. The Purchaser hereby confirms and consents to the irrevocable, absolute and unfettered right of the Promoter to develop, sub-develop and/or assign its rights in the Area to be Conveyed and to sell, allot, give on lease, sub-lease, and/or deal with and dispose off the Phase II Land and/or the said building and/or all other unsold flats, garages and car parking spaces and any other area/portion or portions of the Phase II Land in the manner deemed fit by the Promoter without any consent or concurrence of the Purchaser or any other person. The Purchaser confirms that he/she/they have no right, title, interest etc., in respect of the common areas, the said Amenities of the said building / Entire Kakad Paradise project and that the same are available only for the use and enjoyment of the holders of various flats in the said Project along with the users/occupiers of other flats/developments on the Area to be Conveyed, to be constructed from time to time on such terms and conditions as the Promoter may deem fit.

22. The Purchaser is aware that the Promoter may acquire an additional adjacent plot of land for amalgamating the same with the said Land under Development which would then be part and parcel of the layout as approved, or as revised and amended from time to time, for better enjoyment of the said Land under Development. Further, the Promoter has disclosed that, the occupants of the premises in the layout so revised and/or amended are entitled to use the amenities/ facilities such as swimming pool, club house, recreation ground, garden and such other facilities as may be available on the layout presently approved or as may be revised from time to time, alongwith all the occupants/ prospective purchasers in the layout so amended, revised and/or approved. The Purchasers assure and undertake that, he shall not take any objection for such amendment of the layout and using the aforesaid facilities by all the occupants/prospective purchasers in a layout in respect of the Area to be Conveyed as may be amalgamated in future alongwith the said Land under Development. It is however provided that, the Promoter shall not change the design of the said Premises without prior consent of the Purchaser.
23. The Purchaser agrees and confirms that (1) the brochure shown to him is comprised of a certain facility namely provision of fire extinguisher which is not an individual amenity and the same is available for the common areas and (2) the Promoter is not installing Video door phone in each premises particularly in the said Premises.

24. The Purchaser and such Organization will not hinder / hamper or in any manner object to the use, enjoyment, possession sale, letting, leasing or further development of the Phase II Land or the said building or any of the respective parts or portions thereof under any circumstances whatsoever whether on the ground of nuisance disturbance or inconvenience or any other reasons of any nature whatsoever. At their sole discretion, the Promoter may commence or postpone construction of the said Building or such other additional structures, showrooms, offices, commercial premises, etc., as they may deem fit. The Promoter is entitled to sell allot or dispose of or grant the rights to the exclusive and independent use, enjoyment and possession of the flats, tenements, premises, etc., in the said building.
25. The Promoter shall endeavour to complete the construction of the said Premises by _____ (“the said Date”). In the event, the construction of the said Premises is not completed by the said Date, then the Promoter will be entitled to a grace period of 6 (six) months after the said Date to complete the construction of the said Premises provided always that the Promoter shall be entitled to further extension of time for completion the said building, if the completion of the said building is delayed on account of:-
- (i) Acts of God;
 - (ii) Election code of conduct
 - (iii) Non-availability of steel, cement, other building material, water or electric supply/ connection or drainage/sewerage connection due to any reason whatsoever;
 - (iv) War or like situation, civil commotion, strikes, riots, accident or any act of God or by reason of any national or international happenings or events and the resultant repercussions or its effect thereof directly or indirectly affect the construction activity and delay compliance of obligations;
 - (v) the promulgation of or amendment in any law, regulations rule or regulation or the issue of any injunction, court order or direction from any governmental or statutory authority that prevents or restricts the Promoter from complying with any or all the terms and conditions as agreed in this Agreement including Development Control regulation or issuance of any notice, order, rule or notification of the government and/or any other public or competent authority or sanctioning authorities or of the court or on account of delay in issuance of NOC's, licenses, Approvals, occupation certificate etc. or non-availability of essential amenities and services such as lifts, electricity and water connections or sewage or drainage lines or for any other reason technical or otherwise or for any

reason beyond the control of the Promoter whereby the work of construction is stayed or stalled

- (vi) Any other eventuality which is beyond the control of the Promoter;
- (vii) Any force majeure circumstances or conditions or other causes beyond the control of or unforeseen by the Promoter or its agents including strikes or agitation by the workers or labourers of the Promoter or the contractor or suppliers.
- (viii) Delay in issue of the Occupation Certificate and/or any other certificates and/or grant of any permission, sanction, approval and/or order, as may be required in respect of the said building, by the Corporation or any other concerned authority or revocation of any such permission, sanction, approval and/ or order.

26. If the Promoter fails or neglects to give possession of the said Premises to the Purchaser by the prescribed date/period as aforesaid and/or on such date as may be extended by mutual consent on account of reasons beyond his control then the Purchaser shall have the option to terminate this Agreement after giving 15 days' notice in writing, whereupon the Promoter shall be liable, on demand, to refund to the Purchaser the amounts already received by him in respect of the Flat in the manner stated hereinafter with simple interest at the rate stated in clause 7 hereinabove from the date the Promoter received the sum till the date the amounts is repaid however excluding the amount received from the Purchaser towards payment of the said Taxes. It is agreed that, notwithstanding anything contained in the law for the time being in force, upon the termination of this Agreement by the Purchaser, the claim of the Purchaser shall be restricted to refund of monies paid with interest as aforesaid and that the Purchaser shall neither claim nor be entitled to claim any loss and/or damages and/or mental trauma or otherwise howsoever. The Promoter shall be entitled to allot and/or deal with and dispose off the said Premises to any third party without reference or recourse to the Purchaser. The amount so refunded shall be in full and final satisfaction and final settlement of all the claims of the Purchaser under this Agreement. In the event the Purchaser expresses his intent to terminate this agreement due to any reason whatsoever, then the Promoter reserves the right to forfeit 10% of the Sale Price of the said Premises as a cancellation fee in addition to any and all charges including but not limited to Transaction Costs, Charges, Fees and / or Taxes. Further, in addition to the 10% cancellation fee, the Promoter shall not be liable to reimburse to the Purchaser any government charges / levies such as Stamp Duty, Registration Charges and / or the said Taxes or any other taxes, charges or levies by any statutory authority or body.

27. In case of any delay or default in making payment of any of the amounts and/or installments of any amount payable under this Agreement or otherwise, the Promoter shall, without prejudice to any other rights or remedies that it may have against the Purchaser, including the right to terminate and forfeit such amounts from the Sale Price and put an end to this Agreement as mentioned herein, be entitled to receive and recover from the Purchaser and the Purchaser shall pay to the Promoter interest on all outstanding payment at the rate of mentioned in clause 7 hereinabove.
28. Without prejudice to the right of the Promoter to terminate this Agreement on account of delay in payment as stated above, in the event the Promoter does not exercise its option to terminate as aforesaid and grants extension of time to the Purchaser to make payment, the Purchaser agrees to pay to the Promoter, interest at the SBI highest marginal cost of lending rate plus 2% as specified in the Rules, on all the delayed payments which become due and payable by the Purchaser to the Promoter under the terms of this Agreement from the date the amount is payable by the Purchaser to the Promoter until the date of actual payment and all legal and other expenses and administrative costs suffered by the Promoter. Without prejudice to the other rights of the Promoter hereunder, the Promoter shall in respect of any amounts remaining unpaid by the Purchaser under this Agreement, have a first charge / lien on the said Premises. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Promoter.
29. The Promoter shall offer possession of the said Premises to the Purchaser in writing within 7 (seven) days of receiving the occupancy certificate / part occupancy certificate of the Building and subject to the Purchaser not being in default of payments of any amounts due and payable under this Agreement. The Purchaser shall upon executing necessary documents/undertakings/indemnities take possession of the said Premises within 15 (fifteen) days of the Promoter giving written notice to the Purchaser intimating that the said Premises is ready for use ("**date of possession**"). If within a period of 5 (five) years from the date of receipt of the occupation certificate/part occupation certificate in respect of the said Premises, the Purchaser brings to the notice of the Promoter any defect in the said Premises or said building in which the said Premises is situated or the material used therein, which is not attributable to any act of the Purchaser or the other purchasers or occupants in the Building then wherever possible such defect shall be rectified by the Promoter at their own cost. Provided that the Purchaser shall be entitled to defect rectification only if he has not carried out any structural or other unauthorized changes and/or any works/ additions without consent of the Promoter in the Premises and/or in the said building. In the event the Purchaser fails and/or neglects to take possession within the specified period, it shall be deemed that the Purchaser has taken possession and on and

from the date of possession and all obligations of the Purchaser related to possession of the said Premises shall be deemed to be effective from the said date of possession.

30. The Purchaser shall check up all the fixtures and fittings in the said Premises before taking possession of the same and execute such indemnities and undertakings as required by the Promoter. Thereafter, the Purchaser shall have no claim against Promoter in respect thereof and shall make and pursue their complaints to / with the manufacturing company. For this purpose the Promoter shall at time of handover possession of the said Premises also handover the warranty cards of such items of work in the said Premises. Further, the Purchaser shall have no claim against Promoter in respect thereof or in respect of any items of work the said building which may be alleged not to have been carried out and/or completed and /or being not in accordance with the plans specification and/or this Agreement and/or otherwise howsoever in relation thereto.

31. The Purchaser further agrees and accepts that on and from the date of possession, irrespective of whether the Purchaser accepts the possession or not, the Purchaser shall be liable to bear and pay the proportionate share of all outgoings in respect of the said Land under Development and buildings viz. Local taxes, betterment charges or such other levies demanded by the concerned local authority and/or the Government Authority and the maintenance charges in respect of common amenities including towards utilities availed by the flat purchasers such as additional supply or water tankers, etc. In the event, the Purchaser fails to make payment of the aforesaid taxes, then the Promoter shall be entitled but not bound to make payment of the same for and on behalf of the Purchaser and the Purchaser shall reimburse the entire amount(s) paid by the Promoter and in the event the Purchaser fails and/or neglects to reimburse such amount(s), the same shall constitute a breach of this Agreement and the Purchaser shall be liable to pay interest on such sums at the rate stated in clause 7 hereinabove till the date of realization thereof.

32. Commencing a week after notice in writing is given by the Promoter to the Purchaser that the said Premises is ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share of outgoings and/or further escalation in cost thereof in respect of the Phase II Land and the said building 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 Phase II Land and building/s. Until the Federation is formed and the Area to be Conveyed and building/s are transferred to it, the Purchaser shall pay to the

Promoter such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Promoter a deposit of Rs.15,000/- against an estimated **monthly contributions of Rs. 2,500/-** per month towards the said outgoings for further period of 6 (six) months from the date of possession. 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 is executed in favour of the Federation as aforesaid. Unless the Purchaser has deposited with the Promoter the amount of Rs. 15,000/- as aforesaid, the Promoter shall not be bound to hand over the possession of the said premises to the Purchaser. It is clearly understood that the aforesaid initial deposit does not include the dues for the electricity bills for the said Premises and the Purchaser shall be liable to pay the electricity bill of individual meters separately at actuals. It is understood that the Promoter shall themselves look after the maintenance of the Phase II Land and the said building initially for six months from the date of completion of the said building. The Purchaser agrees and confirms that the aforesaid deposit of Rs.15,000/- (Rupees Fifteen Thousand Only) shall not be adjusted towards expenses for the maintenance of the of the Phase II Land by the Promoter and the monthly expenses in respect thereof shall be borne by the Purchaser and the Purchaser agrees and undertakes to make payment towards the same immediately and in a timely manner as and when the bills are raised. The said deposit shall be handed over to the Organisation when it is formed. If it is found by the Promoter that the said deposit is not adequate, the Promoter shall have the right to demand the payment of additional deposit from the Purchaser, and the Purchaser hereby agrees and undertakes to meet such requisition immediately without protest. If the Purchaser fails or neglects to pay these monthly outgoings in respect of the said Premises and/or their proportionate share of taxes for any reason whatsoever, the Purchaser shall be liable to pay and the Promoter shall be entitled to recover the outstanding amounts/ arrears alongwith interest calculated at the rate mentioned in clause 7 hereinabove from the date of default till recovery thereof. In such event, the Promoter shall, without prejudice to any rights available to it, be entitled to adopt appropriate legal proceedings for recovery thereof and/ or to stop and restrict the Purchaser from using the club-house and other recreational facilities.

33. The Purchaser in addition to the consideration reserved herein in respect of the said Premises and in addition to the amounts mentioned in clause 34, shall also pay the Promoter Rs. 75,000 /- [Rupees Seventy Five Thousand Only] towards installation of Generator for back up Facility for Elevator and lighting common area light before taking the possession of the said Premises for furniture and fit outs.

34. The Purchaser shall on or before delivery of possession of the said premises keep deposited with the Promoter the following amounts:-

(i)	Legal documentation charges	Rs. 15,000/-
(ii)	for share money, application entrance fee of Association of apartment holder, the Society or Limited Company as the case may be.	Rs. 600/-
(iii)	for formation and registration of the Society or Limited Company or Association of Apartment Owner.	Rs. 10,000/-
(iv)	Development charges	Rs. 1,00,000/-
(v)	Towards Infrastructure charges	Rs. 1,25,000/-
(vi)	Towards Water & electric supply connection & installation charges	Rs. 25,000/-
(vii)	Club House Corpus	Rs. 25,000/-
(ix)	Processing fees	Rs. 5,000/-
(ix)	Deposit against Outgoings for 6 months	Rs. 15,000/-
Total		Rs.3,20,600/- =====

In case after handing over possession of the said Premises, on the Promoter determining that there is any deficit in any of the amount/s (including deposits) or in any of the amounts specified in points (i) to (ix) hereinabove, then the Purchaser shall forthwith on demand pay to the Promoter, the Purchaser's proportionate share to make up such deficit.

35. The Promoter shall utilize the said amount mentioned in Clause 34 (i) and (iii) above paid by the Purchaser to the Promoter for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Promoter in connection with formation of the said Society, or as the case may be, Limited Company, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the conveyance or assignment of lease.

36. Any amount by way of premium, estate department transfer charges, society formation charges, expenses for conveyance or security deposits or any other charges dues or duties payable to the MBMC or any other local authority/Estate department or bodies or to the State Government that may hereafter be paid by the Promoter before handing over possession of the said Premises, shall be reimbursed within 7 (seven) days of a demand in writing being made by the Promoter in respect thereof, by the Purchaser to the Promoter in proportion to the area of the said Premises bears to aggregate area of the said Building. In

determining such amount the decision of the Promoter shall be final, conclusive and binding upon the Purchaser. In the event of delay in payment of the aforesaid amounts, the Purchaser shall be liable to pay interest on such delayed payments at the rate mentioned in clause 7 hereinabove till the date of payment thereof.

37. In addition to the amount set out in clause 34 hereinabove, the Purchaser also agrees to bear, pay and/or reimburse to the Promoter, the pro-rata cost charges and/or expenses in respect of installation of water lines, water mains, sewerage lines, sewerage mains electric cables electric substation (if any) making internal roads and access roads on the said Property. The betterment charges referred to above shall also include charges for installation of water lines sewage mains drainage layout and all other facilities to the Purchaser.

38. It is hereby expressly clarified that the aforesaid amounts mentioned hereinabove does not include the dues for electricity, gas and other bills for the said Premises and the Purchaser shall be liable to pay electricity, gas and other bills for the individual meters separately. It is further clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and the Purchaser agrees to pay to the Promoter such other charges or such other amounts under such heads as the Promoter may indicate. It is also further clarified that the amount of charges mentioned hereinabove is only indicative and not exhaustive and the Purchaser agrees to pay to the Promoter, such increased charges or other charges or such other amounts under such heads as the Promoter may indicate without any demur.

39. It is agreed that in the event of any additional amounts becoming payable in respect of items mentioned in Clauses 34 (i) to (ix) above, the Purchaser shall forthwith on demand pay to and/or deposit the additional amounts with the Promoter. In the event the Purchaser fails to pay all the amounts payable under these presents, the Promoter shall not be obliged to handover possession till receipt thereof.

40. The Promoter shall have the right to enter into a contract with any third party/ agency for the purpose of maintenance and upkeep of the Phase II Land, such decision shall be final and binding until the conveyance/lease in respect of the Area to be Conveyed is executed in favour of the said Federation. Thereafter, the said Federation/ respective Organisation/s will undertake to maintain the building/s or any part thereof in the manner it was handed over save and except normal wear and tear of the property and the said Federation/Organisation shall create and maintain a Sinking Fund for the purpose of such maintenance and if the said Federation/Organisation commits default, the Promoter shall have a right but shall not be under an obligation to rectify the default and recover the expenses from the said Federation/Organisation.

41. All costs, charges and expenses incurred in connection with the formation of the said Federation/Organisation as well as the costs of preparing, engrossing, stamping and registering all deeds, documents required to be executed by the Promoter and by the Purchaser including stamp duty, registration charges etc., payable in respect of such documents, as well as the entire professional costs of the attorneys of the Promoter for preparing and approving all such documents shall be borne and paid by the Purchaser and the said Organisation as aforesaid and/or proportionately by all the holders of the flats, in the said Building. The Promoter shall not be liable to contribute anything towards such expenses.
42. In the event the Promoter at its discretion agrees to formation of the Organisation before the sale/ allotment and disposal by the Promoter of all respective flats, car parking spaces, etc., or the flat purchasers propose formation / form the Organisation/s or ad-hoc committee/s, the same would be only for the purpose of interim administration of the said building and no further acts, deeds or things shall be done or omitted to be done that would affect the rights and interest of the Promoter in the said Entire Kakad Paradise Project or any part thereof and the powers and the authority of the Federation / Organisation so formed and/or the Purchaser and/or other holders of the flats, shall be subject to the overall superintendence/authority and control of the Promoter in respect of all the matters concerning the said Building and the portion of the Phase II Land. The Promoter will be entitled to sell, allot, lease, give on leave and license basis and / or otherwise deal with or dispose off their respective unsold residential flats, tenements, premises and allotting car parking spaces, etc., then and, in such an event at the direction of the Promoter the allottee, transferee or purchaser of such unsold residential flats, tenements, premises, car parking spaces, etc. from the Promoter will be admitted to the said Organisation/Federation without payment of any charge, premium, deposit, fee or any additional charges save and except a sum of Rs. 600/- for the Share money and as entrance fee and such allottee or transferee thereof shall not be discriminated or treated prejudicially in any manner by the Purchaser or the said Organisation.
43. The Promoter shall, if necessary, become member(s) of the said Organisation in respect of their right and benefits conferred/reserved herein or otherwise entitled to in whatsoever manner. If the Promoter transfers, assigns and disposes off such rights and benefits at any time to anybody the assignee / transferee and/or the buyers thereof shall, if necessary, become the members of the said Organisation in respect of the said right and benefits. The Purchaser herein and the said Organisation will not have any objection to admit such assignees or transferees as members of the said Organisation and the Purchaser hereby gives his/her/their specific consent to them being admitted.

44. The Promoter shall not be liable or required to pay any transfer fees/charges and/or any amount, compensation whatsoever to the said Organisation for the sale/allotment or transfer of the unsold flats etc. in the said Project even after the conveyance/ lease is executed in favour of the said Federation.
45. The payments / deposit as aforesaid will remain with Promoter subject to the disbursements therefrom until the necessary Deed of Conveyance/Lease is executed in favour of the said Federation (defined hereunder) and shall not carry any interest. Upon execution of such Deed of Conveyance/Lease, such deposit or the balance thereof, if any, with the Promoter shall be paid by the Promoter to the said Organisation. The Promoter shall maintain only a consolidated account of all the aforesaid amounts/deposits collected from the buyers of various flats in the said Building and shall transfer the excess collection if any to the said Organisation/s on Conveyance / Lease of the said Building. The Promoter shall not be liable to render any individual account of the aforesaid amounts collected or disbursements made and such accounting shall be done by all the buyers of various flats amongst themselves after conveyance / lease of the Area to be Conveyed to the Federation.
46. It is expressly agreed and understood by and between the parties hereto that the Purchaser and/or the purchasers of other flats, premises, tenements, etc. in the said Project will not call upon or require the Promoter to contribute any amount towards any maintenance charges outgoings or contributions in respect of the unsold flats, premises, tenements, etc. the Promoter will also be entitled to the refund of the municipal taxes on account of the vacancy of such unsold premises etc. or any of them.
47. The Purchaser hereby agrees, confirms and acknowledges that he shall pay to the Promoter M.R.T.P. Charges as may be applicable within 7 days of being called upon by the Promoter which are in addition to any charges mentioned in this agreement.
48. On the happening of the following events ("**Events of Default**"), the Promoter shall solely at their discretion be entitled to terminate this Agreement till the possession of the said Premises is not handed over or till entire sale consideration is paid:
- (i) If the Purchaser delays or commits default in any manner whatsoever in making payment of any of the amounts and/or instalments of any amount payable under this Agreement or otherwise;
 - (ii) If the Promoter is of the opinion and/or belief that any of the representation, declarations and/or warranties etc. made by the Purchaser in the Booking form, Acceptance Letter, Allotment Letter,

present Agreement and/or any other documents executed and/or entered into or to be executed and/or entered into by the Purchaser is untrue or false;

- (iii) If the Purchaser commits a breach of any of the terms of this Agreement as recorded herein;
- (iv) If the Purchaser has been declared and/or adjudged to be insolvent, bankrupt, etc., and/or ordered to be wound up;
- (v) If the Promoter is of the opinion that the Purchaser is unable to pay its debts / balance consideration and any orders are passed in respect of his assets / properties;
- (vi) if the Promoter is of the opinion the Purchaser is an undesirable element and/or is likely to cause nuisance and/or cause hindrances in the completion of the development of the Land under Development or any part thereof
- (vii) If the Purchaser is, convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than six months;
- (viii) If Receiver and/or a Liquidator and/or Official Assignee or any person is appointed of the Purchaser or in respect of all or any of the assets and/or properties of the Purchaser;
- (ix) If any of the assets and/or properties of the Purchaser is attached for any reason whatsoever under any law, rules, regulation, statute etc;
- (x) If the Promoter is of the opinion and/or belief that the Purchaser is an undesirable element and/or is likely to cause nuisance and/or cause hindrances in the completion of the development of the Phase II Land and/or anytime thereafter and/or it is apprehended that he/she/theyis/are likely to default in making payment of the amounts mentioned in this Agreement;
- (xi) Any execution or other similar process is issued and/or levied against the Purchaser and/or any of his/her/their assets and properties;
- (xii) If the Purchaser has been declared and/or adjudged to be of unsound mind;
- (xiii) If the Purchaser has received any notice from the Government of India (either Central, State or Local) or foreign Government for the Purchaser's involvement in any money laundering or any illegal activity and/or is

declared to be a proclaimed offender and/or a warrant is issued against him;

- (xiv) If the Promoter is of the opinion and/or belief that any of the aforesaid events has been suppressed by the Purchaser.

49. On happening or occurring of the Events of Default, then and in that event, the Promoter shall be entitled at its discretion to terminate this Agreement provided that, the 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 its 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, the Promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the following shall follow:

- a. 10% of the Sale Price will stand ipso facto forfeited without any reference or recourse to the Purchaser towards liquidated damages which the Purchaser agrees, confirms and acknowledges to constitute a reasonable, genuine and agreed pre-estimate of damage that will be caused to the Promoter;
- b. The Promoter shall refund to the Purchaser (subject to adjustment and recovery of the liquidated damages or any other amount which may be payable to the Promoter) within a period of 30 (thirty) days of the termination, the balance of the installments of the Sale Price of the said Premises which may till then have been paid by the Purchaser to the Promoter excluding the amount of taxes paid and without any amount of interest whatsoever on the amount so refunded;
- c. The Purchaser shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoter or against the said Premises or the Parking Space or under this Agreement and that the Promoter shall irrevocably stand authorised to comply with all the formalities for execution and registration of the unilateral Deed of Cancellation (at the sole option of the Promoter), without the Purchaser being a signatory thereto and the Purchaser will not raise any objection or dispute in that regard; and
- d. The Promoter shall be entitled to deal with, resale or dispose off or allot the said Premises and the said Parking Space in the manner as it may deem fit without any reference or recourse to the Purchaser.

50. It is agreed and clarified that the Promoter (as the case may be) shall not be liable to pay to the Purchaser/s any interest, compensation, damages, costs or otherwise and shall also not be liable to reimburse to the Purchaser/s any Government Charges such as Service Tax, VAT, GST, Stamp Duty, Registration Fees etc. on account of termination of this Agreement for any reason whatsoever.
51. The Purchaser himself/herself/themselves with intention to bind himself and all persons into whomsoever hands the said Premises hereinafter come and his/her/ theirs successors-in-title, even after the said building is conveyed/leased in favour of the said Federation, doth hereby covenant with Promoter as follows:-
- (a) The Purchaser has perused the details of the Project available on the website of the Authority as well as the additional data furnished by Promoter and the Purchaser has fully verified the same. The Purchaser agrees and confirms not to make demand of any additional information in respect thereof.
 - (b) To maintain the said premises at purchaser's cost in good and tenantable repair and condition from the date of possession of the said premises being taken by him and shall not do or allow or suffer to be done anything in and or to the staircase or any passage or compound wall of the building or any part of the building in which the said premises are situated which may be against the rules, regulations, or bye-laws of the concerned local or any other authority or change, alter or make addition in and or to the buildings in which the said premises are situated.
 - (c) Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said premises are situated or storing of which goods is objected by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, common passage or lift or any other structure of the buildings in which the said premises are situate including entrances of the building and in case of any damage caused to the building on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable to pay or make good the damage incurred or caused due to the default of the Purchaser whatsoever.
 - (d) To carry out at his/her/their own cost, all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which they were delivered by the Promoter to the Purchaser and

in tenantable repair and shall not do or allow or suffer to be done anything in the said premises or to the building in which the said premises are situate, or carry out the repairs and changes in the said premises which may be forbidden by the rules and regulations and bye-laws of the concerned local authority or other public authority which may endanger the premises above or below the said premises. In the event of the purchaser committing any act in contravention of the above provisions the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or public authority.

- (e) Not to demolish or cause to be demolished the said premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the premises or any part thereof nor any alteration in the elevation, and outside colour scheme of building in which the said premises are situated and shall keep the premises, sewers, drains, pipes in the said premises and appurtenances thereto in good and tenantable repair and conditions so as to support, shelter and protect other parts of the building in which the premises are situated and shall not chisel or in any other manner damage columns, beams, walls, slabs or RCC part or other structural members in the premises without prior written permission of the Promoter and/or society or the limited company or the local authority as the case may be.
- (f) 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 said plot and the building in which the said premises are situate.
- (g) Pay to the Promoter on or before 7 days of taking possession of premises for furniture or fit outs or on demand by the Promoter, his share of Security Deposit demanded by the concerned local authorities or Government for giving water, electricity or any other service connection to the building in which the said premises are situate.
- (h) 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 Authorities on account of change of user of the said premises by the Purchaser or otherwise.
- (i) The Purchaser shall not let, sublet, transfer, assign or part with Purchaser's interest or benefit factor of this Agreement or of the said premises or part with possession of the said premises or any part thereof until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up and only if the purchaser has not been guilty of breach or non observance of any of the terms and conditions of this

agreement and until the Purchaser has obtained specific permission in writing of the Promoter for the purpose. Such transfer shall be only in favour of the Transferee as may be approved by the Promoter and not otherwise.

- (j) The Purchaser hereby undertakes that Purchaser will not carry on any illegal business/profession in the flat agreed to be purchased and further agrees and undertakes that he himself or through his nominee/tenant/occupier shall not carry on any such business/profession which may be illegal/ antisocial/ anti-national etc., which may tarnish the reputation of the Promoter and cause nuisance to neighboring flat holders. It is understood that in the event of the Purchaser carrying on any such illegal business/es in the said Premises whether directly or indirectly through his/ her/ their agent or tenant, the Promoter shall be entitled to cancel this agreement in the interest of public, peace and tranquility and have the Purchaser evicted from the flat.
- (k) The Parking Space shall be used only for the purpose of keeping or parking of the Purchaser's own vehicle. The parking space is for parking light motor vehicles only and not for parking Lorry, tempo, Public Transport Vehicle etc. In case the other flats are permitted for commercial use by authorities, then the Purchaser shall not do anything which shall be a cause or a source of nuisance or annoyance to the Promoter or any other persons of the said Organisation and the other occupiers of the said building or to any one in its vicinity or neighborhood. In the event of any increase in local taxes, water charges, insurance and such other levies, are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Premises by the Purchaser, the Purchaser alone shall bear and pay such penalty, premium or other sums of money demanded.
- (l) Till the deed of conveyance or deed of assignment of the Area to be Conveyed along with the buildings standing thereon, the Purchaser shall permit the Promoter and their Surveyors and Agents with or without workmen and others at all reasonable times, to enter in to and upon the said Entire Plot of Land and the said building or any part thereof to view and examine the state and conditions thereof or to repair and remove any disrepair.
- (m) The Purchaser shall observe and perform all the rules and regulations which the society/limited company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the said building and the premises therein and for the observance and performance of the building

rules and regulations and bye-laws for the time being of the concerned local authorities and Government and other public bodies. The Purchaser shall also observe all the stipulations and conditions laid down by the society/ limited company regarding the occupation and use of the premises in the building and shall pay and contribute regularly and punctually towards taxes, expenses and other outgoings payable by him in accordance with the terms of the agreement.

52. The Purchaser shall in any case not create third party interest in the premises he is purchasing and/or shall not let, transfer, assign or part with his interest or rights of the premises or benefit under these presents without prior written consent of the Promoter in favour of third person and also without making full and final payment to the promoter as agreed under these presents. In the event the Purchaser desires to sell, assign, transfer, gift, release, relinquish the said Premises, the Promoter shall grant its NOC for transfer subject to compliance of certain terms, conditions and payment of charges. It is expressly agreed between the parties that irrespective of whether transfer fee or administrative fees are payable the Purchaser has to obtain no objection and no dues certificate from the Promoter prior to the transfer of the said Premises. It is however provided that the Purchaser may obtain with prior knowledge and concern of the Promoter financial assistance and may for that purpose create charge or encumbrance in any nature with financial institution so providing him financial assistance for purchasing premises under these presents. The Purchaser hereby understands and agrees that the GST shall not be refundable by the Promoter in the event that the Purchaser were to transfer the rights in the said Premises during the construction period.

53. The Promoter shall be entitled to sell commercial premises for the user as a bank premises, shop, convenient shopping including grocery shop, dispensaries or any other non-residential purpose as permitted under the law and that the Purchaser shall not have any objection therefor.

54. The Promoter is entitled to use the terrace including the parapet wall for the purposes including display of hoardings, sign boards, display and advertisement or publicity items. The purchaser shall not be entitled to raise any objection or claim of any abatement in the price of the premises to be acquired by the purchaser and/or to any compensation or damages on the ground of inconvenience or any other grounds whatsoever. The purchaser hereby agrees, admits, acknowledges and confirms that benefits of such use shall always accrue to the Promoter till formation of Federation at all times.

55. The Promoter at their discretion is entitled to give access or right of way to any person or persons passing through the said properties.

56. The party of the other part the Purchaser has taken note that pending formation of the Federation, the decision of the Promoter shall be final in respect of installation of T. V. Cable / Satellite T.V. communication and shall be binding on the Purchaser of the other part.
57. It is specifically agreed that the said complex shall always be known as "**Kakad Paradise**" and the name of the independent Organisations and the Federation society/ limited formed shall always bear the name "**Kakad Paradise**" and this name shall not be changed without the written consent of the Promoter. This covenant shall run with the land at all times be binding upon the successors-in-title of the Promoter and/or the purchaser including the Organsation/s and / or the Federation.
58. The Promoter shall have irrevocable, unconditional and unfettered right and be entitled to and the Purchaser shall permit the Promoter and its surveyors and agents with or without workmen and others, at all times, to enter into and upon the said Premises to view and examine the state and conditions thereof. The Purchaser shall permit the Promoter and their surveyors and agents with or without workmen and others at reasonable times to enter into and upon the said Premises or any part thereof for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the said Building and also for the purpose of laying down, maintaining, repairing and also for purpose of cutting of essential services including water supply to or any of the flats in the said Building in respect whereof the purchasers of such other flats, as the case may be, shall have made default in paying his share of taxes, maintenance charges etc.
59. The Promoter has disclosed to the Purchaser that the special amenities mentioned in Annexure "B" are for the purpose of entire layout and/or amended layout as the case may be and same shall be available to the Purchaser only on completion of the development of the Land under Development in all respects and upon completion of construction on the Entire Kakad Paradise Project and same shall not be availed to the Purchaser at the time of taking possession of the said Premises agreed to purchase under these presents.
60. The Purchaser hereby nominates Mr./Ms. _____
_____ having his/her address at _____
_____ who is
_____ of the Purchaser as his / her / their nominee in
respect of the said Premises. On the death of Purchaser, the said Mr./Mrs.
_____ ("**the said Nominee**") shall assume all the
obligations of the Purchaser under this Agreement or otherwise, and shall be

liable and responsible to perform the same. The Purchaser shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned by informing the Promoter about the same in writing. The Promoter shall only recognize the said Nominee or the nominee substituted by the Purchaser (only if such substitution has been intimated to the Promoter in writing) and deal with him or her in all matters pertaining to the said Premises. The heirs and legal representatives of the Purchaser shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the said Nominee. The Promoter shall at its discretion be entitled to insist on Probate/ Succession Certificate/Letters of Administration and/or such other documents as the Promoter may deem fit, from such nominee. The nominee would be required to give a declaration-cum-indemnity / indemnity bond indemnifying the Promoter as may be necessary and required by the Promoter.

61. Notwithstanding anything contained herein, it is agreed between the parties hereto:

- (i) that the Promoter shall have irrevocable and unfettered right and be entitled, at any time hereafter, to mortgage, create, charge and other encumbrances and in respect of the Phase II Land and/or the said Building and unsold flats therein and also the buildings to be constructed hereafter and its right, title and interest therein;
- (ii) that the Promoter shall have an irrevocable and unfettered right and be entitled, at any time hereafter to partition the said Building and the Phase II Land as the Promoter may deem fit and proper and the Purchaser shall have no objection to the same.
- (iii) that the sample flat if any, constructed by the Promoter and all furniture, items, electronic goods, amenities etc. provided therein are only for the purposes of show casing the flats, and the Promoter is not liable, required and/or obligated to provide any furniture, items, electronic goods, amenities etc. as displayed in the said sample flat, other than as expressly agreed under this Agreement;

62. The Purchaser represents and warrants that:

- (i) He is aware of the all terms and conditions on which the permissions issued in respect of the said Project are granted and further agrees and undertakes to abide by the same even after formation of the said Organisation.
- (ii) He has not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up, as the case may be;

- (iii) no receiver and/or liquidator and/or official assignee or any person is appointed of the Purchaser or all or any of its assets and/or properties;
 - (iv) none of his/her/their assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.;
 - (v) no notice is received from the Government in India (either Central, State or Local) and/or from abroad for his involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him;
 - (vi) no execution or other similar process is issued and/or levied against him and/or against any of his assets and properties;
 - (vii) he is not of unsound mind and/or is not adjudged to be of unsound mind;
 - (viii) he has not compounded payment with his creditors;
 - (ix) he is not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than six months;
 - (x) he is competent to contract and enter into this Agreement as per the prevailing Indian Laws;
63. The Promoter considers the accuracy of the aforesaid representations and warranties to be an important and integral part of this agreement and has executed this agreement in reliance of the same;
64. The Purchaser hereby agrees to indemnify and keep indemnified, saved, defended and harmless /the Promoter against any or all claims, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoter from or due to any breach by the Purchaser of his/her/their covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Purchaser in complying/performing his/her/their obligations under this Agreement.
65. The Agreement sets forth the entire agreement and understanding between the Purchaser and the Promoter and supersedes, cancel and merges:-
- a. All agreements, negotiations, commitments, writings between the Purchaser/s and the Promoter prior to the date of execution of this agreement;
 - b. All the representation, warranties, commitments, etc., made by the Promoter in any documents, brochure, hoarding, etc. and /or through on any other medium;

- c. The Promoter shall not be bound by any such agreement, negotiations, commitments, writings, discussions, representations, warranties and/or compliance thereof other than expressly agreed by the Promoter under this Agreement;
66. 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 of thereof. The Purchaser shall have no claim save and except in respect of the particular premises. The remaining portion of plot, property, other unsold flats unalloted car parking spaces, common areas, etc. shall be the property of the Promoter until the Area to be Conveyed with building constructed thereon is transferred to the Federation as mentioned herein.
67. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of the agreement or any forbearance or giving of time to the Purchaser by the Promoter shall not be construed as a waiver or acquiescence on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser and shall not in any manner prejudice the rights of the Promoter.
68. The Purchaser and/or the Promoter shall present this agreement at proper registration office for registration within 4 months from the date of executing of this agreement as prescribed by the Registration Act and the parties hereto shall attend such office and admit execution thereof.
69. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by the pre-paid post under certificate at his/her/their addresses specified against their names above.
70. A notice shall be deemed to have been served as follows:
- (i) if personally delivered, at the time of delivery.
 - (ii) if sent by courier, Registered (Post) A.D. or by Fax, E-mail at the time of delivery thereof to the person receiving the same.
71. For the purposes of this transaction, the details of the PAN of the Promoter and the Purchaser are as follows:-
- (i) The Promoter's PAN:- _____
 - (ii) Purchaser's PAN:- _____
72. All out of pocket costs, charges and expenses including the stamp duty, registration charges of and incidental to this agreement and service tax (if

applicable) shall be borne and paid by the Purchaser. If due to any changes in Government Policy and by virtue of the same if any additional stamp duty, registration charges and/or any other taxes/rates are levied the same shall be also paid by the Purchaser.

73. If any provision in this Agreement becomes invalid or illegal or is adjudged unenforceable, then such provision shall be deemed to have been severed from this Agreement and the remaining provisions of this Agreement shall not, so far as possible, be affected by the severance.
74. The Purchaser hereby declares that he has gone through the Agreement and all the documents related to the said Entire Plot of Land and the Premises purchased by the Purchaser and has expressly understood the contents, terms and conditions of the same and the Purchaser after being fully satisfied has entered into this Agreement and further agrees not to challenge/raise any objection in regard to the same.

IN WITNESS WHEREOF the Parties have set and subscribed their respective hands and seals to these presents the day and year first hereinabove stated.

FIRST SCHEDULE REFERRED TO HEREINABOVE

ALL THAT piece and parcel of plot of land bearing old Survey No 115 Hissa No 4, 14, 22 and 23 corresponding new Survey No 48 Hissa No 4, 14, 22 & 23 admeasuring area in aggregate 2200 sq. mtrs. lying, being and situate at village Mira, Penkar Pada, Kashimira, Taluka & District Thane.

SECOND SCHEDULE REFERRED TO HEREINABOVE

ALL THAT piece and parcel of plot of land bearing old Survey No 115 Hissa No 10 and 20 corresponding new Survey No 48 Hissa No 10 and 20 admeasuring area in aggregate 2860 sq. mtrs. lying, being and situate at village Mira, Penkar Pada, Kashimira, Taluka & District Thane

THIRD SCHEDULE REFERRED TO HEREINABOVE

ALL THAT piece and parcel of plot of land bearing old Survey No 116 Hissa No 3 corresponding new Survey No 46 Hissa No 3 admeasuring area at about 760 sq. mtrs. lying, being and situate at village Mira, Penkar Pada, Kashimira, Taluka & District Thane.

FOURTH SCHEDULE REFERRED TO HEREINABOVE

ALL THAT piece and parcel of plot of land bearing old Survey No 115 Hissa No 18, 19 and 21 corresponding new Survey No 48 Hissa No 18, 19 and 21 admeasuring area in aggregate 910 sq. mtrs. lying, being and situate at village Mira, Mahajan Wadi, Taluka & District Thane within the jurisdiction of Mira Bhayander Municipal Corporation together with structures standing thereon.

FIFTH SCHEDULE REFERRED TO HEREINABOVE

ALL THAT piece and parcel of plot of land bearing old Survey No 115 Hissa No 5, 11, 15, corresponding new Survey No 48 Hissa No 5, 11, 15; old Survey No 116 Hissa No 2 corresponding new Survey No 46 Hissa No 2; and old Survey No 117 Hissa No 1 corresponding new Survey No 45 Hissa No 1 admeasuring area in aggregate 3400 sq. mtrs. lying, being and situate at village Mira, Mahajan Wadi, Taluka & District Thane within the jurisdiction of Mira Bhayander Municipal Corporation together with structures standing thereon.

SIXTH SCHEDULE REFERRED TO HEREINABOVE

Flat No. _____ of Carpet area admeasuring _____ sq. mts. (which is inclusive of the area of balconies) on _____ floor _____ Wing as shown in the Floor Plan thereof hereto annexed and marked Annexure “F” in the “**KAKAD PARADISE PHASE II** Building developed constructed on pieces or parcels of Said Plot of village Mira, Penkar Pada, Kashimira, Taluka & District Thane within local limits of Mira Bhayander Municipal Corporation

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR RESPECTIVE HANDS AND THE SEAL ON THE DAY AND YEAR FIRST HEREIN ABOVE MENTIONED.

THE COMMON SEAL OF]
the withinnamed Promoter]
M/S. KAKAD HOUSING CORPORATION,]
a partnership firm through its Partner]
1] **MR. KUNAL KAKAD**]
the presence of: —]
1.]
2.]

SIGNED AND DELIVERED]
BY THE WITHINNAMED PURCHASER]
_____]
1.....]
2.....]
in the presence of:]
1.]
2.]

“ANNEXURE B”

The Common amenities and fixtures and fittings to be provided

(i) COMMON AMENITIES FOR PHASE II (i.e. C WING AND D WING ONLY)

- * 2 Elevators of reputed make with generator as backup facility.
- * Water pump of sufficient capacity with Pump Room
- * Common cabin for the Electric Meters, Water Pump
- * Separate Electric Meter for the Elevators.
- * Decorative Acrylic paint from outer side of the building or equivalent
- * Sufficient lighting in the common areas in the building

(ii) COMMON AMENITIES FOR THE PHASE I AND PHASE II (i.e. A WING, B WING, C WING AND D WING.)

- * Club house which includes swimming pool, gymnasium and multi-purpose room; and
- * Stack Mechanised Parking Facility / Parking Tower

(iii) Residential FLATS

- * Oil Bond Distemper Paint from inside of the each flat or equivalent
- * Concealed Copper wiring, with T.V., Telephone & Cable Connection point musical door bell for main entrance of the flats.
- * Decorative Main Door and all other doors of waterproof Flush Type.
- * Sand cement plaster finished walls & ceiling
- * Colored powder coating Aluminum Sliding Windows.
- * Sufficient Electric Points in all rooms
- * Vitrified Flooring Tiles in all the rooms or equivalent.
- * Concealed Plumbing with sufficient water taps in kitchen, toilets
- * Washing Machine point for residential
- * Provision for A. C. slot and Electrical fitting in all bedrooms.
- * MCB/ELCB for Electrical Safety
- * Concealed Electric with ISI mark wiring and Branded Switches
- * 24 hrs water supply subject to adequate availability from the MBMC

(iv) **KITCHEN**

- * Exhaust fan provision in Kitchen and Toilet.
- * Decorative Tiles Dado in Kitchen
- * Granite Kitchen platform with SS sink.

(v) **TOILET**

- * Decorative Tiles in Toilets, Bath and WC.
- * Branded sanitary fittings in toilets
- * Decorative Toilet/Bathroom Doors

DRAFT