

AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT is made at Mumbai on this ____ day of _____, in the Christian Year Two Thousand Twenty _____.

BETWEEN

M/S. SHILPRIYA BUILDERS & DEVELOPERS (PAN : ABBFS6329J), a Partnership Firm registered under the provisions of the Indian Partnership Act 1932, having its Office at 104, Central Facility Building No.2, Sector-19, Vashi, Navi Mumbai - 400 703, hereinafter referred to as “hereinafter referred to as **‘the PROMOTERS/DEVELOPERS’**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its partner or partners for the time being of the said Firm, survivor or survivors of them, the heirs, executors and administrators of the last surviving Partner and assigns) of the **ONE PART:**

AND

(1) _____ (PAN : _____) aged ____ years and (2) _____ (PAN : _____) aged ____ years, Indian Inhabitant/s, presently residing at _____, hereinafter referred to as **“the PURCHASER/S”** (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include his/her/their respective heirs, executors, administrators and assigns) of the **OTHER PART:**

(The Promoters and the Purchaser/s unless otherwise expressly described are for brevity’s sake referred as “the **Parties**”)

WHEREAS-I:

- a. By an Indenture of Lease dated 2nd February 1994, duly stamped and registered with the Sub-Registrar of Assurances at Bandra/Mumbai under Sr. No. P.658/94 dated Maharashtra Housing And Area Development Authority (for short "**MHADA**") demised by way of Lease in favour of Chembur Mayur Co-operative Housing Society Limited (for short "**the Society**") all that piece and parcel of land underneath and appurtenant to Building No. 123 admeasuring 1296.02 Sq. Mtrs. bearing C.T.S. No. 24 (pt), Survey No. 14 (part), Tilak Nagar, in the Revenue Village Chembur, Taluka Kurla, in the Registration District of Mumbai Suburban District (for brevity's sake hereinafter referred to as "**the said Original Plot**") for a period of 99 years commencing from 01.10.1979 at or for the lease rent and subject to the terms, conditions and covenants contained on the part of the Society thereunder;
- b. By a Deed of Sale executed on 2nd February 1994 duly stamped and registered with Joint Sub-Registrar of Assurances at Mumbai/Bandra under Sr. No.P.656/94, the MHADA did for the consideration mentioned therein sell, transfer, convey, assign and assure on ownership basis unto and in favour of the Society herein Building No. 123 then consisting of 80 tenements in the building standing on the piece or parcel of land at Sr. No. 14 (pt) bearing C.T.S. No. 24 (pt) at Tilak Nagar, Chembur having an aggregate area of 23983.20 Sq. Feet i.e. 2228.03 Sq. Mtrs. Plinth area 15616 Sq. Feet i.e. 1450.73 Sq. Mtrs. (carpet area) more particularly described in the Schedule thereunder written (for short "**the then Existing Building**") constructed on the said Plot on the terms and conditions recorded therein;
- c. Since the Society being then desirous of redeveloping the said property had undertaken Extension/Addition and alteration work of its building on the said plot for construction of additional wing the Society by its letter dated 29th October 1997 requested MHADA under Section 18 of MHADA Act to allot additional land in the form of NTBNIB area to which the MHADA by its letter/NOC dated

1^{2th} May 2000 addressed to the Executive Engineer (BP) of MCGM inter alia confirmed the compliance of the formalities for obtaining NOC for additional/alterations/new construction and granted its NOC for additional constructions of additional allowed 800 Sq. Mtrs. out of balance BUA of layout having total constructed area of 3028.03 Sq. Mtrs. subject to the terms and conditions recorded therein.

- d. Since the Society being further desirous of availing further additional development potential, in response to its application, the MHADA by its NOC dated 27th April 2001 addressed to the Executive Engineer (BP) of MCGM, granted its NOC for additional buildable area of 940 Sq. Mtrs. out of the balance built up area of the layout on the terms and conditions recorded therein;
- e. In view of allotment of the additional area, the Concerned Authority of MHADA prepared plan showing the original area of the plot being the area under the Lease Deed as 1296.02 Sq. Mtrs. an additional area of Tit Bit (NTBNIB) admeasuring 432.09 Sq. Mtrs. and thereby the total area of the plot is certified as 1728.11 Sq. Mtrs. which has been in use occupation, possession and enjoyment of the Society;
- f. The Society thereafter by appointing a Developer/Builders carried out additional construction of Wing "C" and Wing "D" of the building and thereby provided additional 30 premises (in addition to the earlier 80 premises) having aggregate of 110 premises/flats having total constructed area of is 3,399.70 Sq. Mtrs.;
- g. Since the then building was in a dilapidated condition, the Members of the Society vide its Resolution dated 31st October 2021 passed in its Special General Body Meeting, decided to undertake redevelopment of its property. In response to the Offer invited, the Developers by its Offer Letter dated 2nd November, 2021 to ST the Society, inter alia, requested to consider its Offer for appointment as Developer to undertake re-development of the property, to which the Society after having due deliberation and

discussion, by its Resolution dated 14th December, 2021 passed in its Special General Body Meeting, accepted the Offer of the Developer for appointment as its Developer to undertake re-development of the property and accordingly by its Letter dated 15th December, 2021 addressed to the Developer, inter alia, confirmed its appointment as Developer;

- h. In accordance with the directive under Section 79(A) of Maharashtra Co-operative Societies Act 1960 issued to all the Co-operative Housing Societies in the State of Maharashtra regarding redevelopment of buildings of Co-operative Housing Societies as contained in their circular no. CHS-2018/CR85/14-C dated 4th July 2019, the said Society resolved in its Special General Body Meeting held on 14th December, 2021 that the Society should carry out redevelopment process of redevelopment by appointment of the Promoters/Developers herein;

WHEREAS -II:

- a. By Development Agreement dated 21st December 2021, registered with the Sub-Registrar of Assurances at Kurla under Serial No. KRL 1-19911-2021 dated 21/12/2022 (for short “the **Agreement**”), the Promoters/Developers have been granted development right by the Society to develop the said property/Plot by use, utilization and consumption of the Maximum Development Potential available as per D.C. Regulations including Regulation 33(7) (b) of DCPR 2034 as also under the provisions of MHADA Act, and modification, circulations etc. from time to time therein so as to enable the Society to allot, provide and distribute to the Existing Members, the Members’ New Premises and Members’ Car Parking Spaces, the Society having agreed to make available to have all other premises/Flats commercial premises/unit/ shops car parking etc. to the Promoters/Developers and by use of the base land FSI, pro-rata FSI, VP quota FSI, FSI of Tit Bit area, additional buildable area, Fungible FSI and of TDR FSI free of cost the development potentiality in the form of TDR FSI, Fungible FSI/ Compensatory area Road setback FSI, Premium FSI etc. available

in respect of the said Plot for the consideration and on the terms and conditions recorded therein;

- b. The Society has also authorized the Promoters/Developers to do and perform various acts, deeds, things and matters for the purpose of development of the plot as recorded in Power of Attorney registered with the Sub-Registrar of Assurances at Kurla under Serial No. KRL 1-19914-2021 dated 21/12/2021;
- c. The Promoters/Developers have appointed Mr. Sachin K. Rakshe of M/s. Archo Consultants, having its Office at Bldg. No. 4/02, Sun View CHSL, Off Sahakar Theater, Tilak Nagar, Chembur, Mumbai-400089, registered with the Counsel of Architects as Architect and Mr. Rohit Ravindra Varma of M/s. Associated Structural Engineers LLP, having address at 607, Opal Square IT Park, SG Burve Road, Waghle Estate, Thane (W), 400604 as RCC Consultant for preparation of structural designs, drawings and to apply for and obtain requisite permissions, sanctions, certificates, etc. and the Promoters/Developers have accepted and approved the supervision of the said Architect and Consultant till the completion of the Project in all respect unless otherwise agreed upon. The said appointments are as per Rules prescribed by the Counsel of Architects;
- d. In response to the proposal for utilization of additional BUA under Regulation No.33 (5) of the DCPR 2034, the Concerned Authority of MHADA by its Communication/Offer Letter dated 29th December, 2021 under reference No.CO/MB/REE/NOC/F-95/3233/2021 addressed to the Society, inter alia, allotted to the Society total BUA of 10416.40 Sq. Mtrs. which is inclusive of existing BUA, additional BUA allotted wide previous NOC dated 27th April 2001, pro-rata BUA of the layout as per AR 6615, the particulars of which and on the terms and conditions recorded therein.
- e. To ascertain the exact area of the plot, on necessary application/representation being made for demarcation for

proposed redevelopment, the executive engineer, Kurla Division/Mumbai Board by its letter dated 29th April 2022 bearing reference No. EE/DE-II/KD/MB/31/2022, addressed to the Society, inter-alia confirmed having demarcated to plot boundary as per site measurement of existing Building No. 123 on plot bearing CTS No.24(Pt.) and certifying the total plot area as per site measurement as 1728.11 Sq. Mtrs. (Plot area of the lease deed of the Building No.123 is 1296.02 Sq. Mtrs. and accordingly certified that there is difference in area (Tit-Bit) of 432.09 Sq. Mtrs., and the total plot area as per proposed layout is 1731.36 mtr. more particularly described in **First Schedule** hereunder written;

- f. On necessary proposal, representation, application being submitted after having obtained the demarcation of the plot vide the said letter dated 29th April 2022, the Residential Executive Engineer of MHADA by its communication dated 10th May 2022 bearing reference no. 1112/2022, while recognizing area of the Plot as 1696 Sq. Mtrs., permitted use of an area of 6198.37 Sq. Mtrs. for residential use and 250 Sq. Mtrs. for commercial use on and subject to the terms and conditions recorded therein;
- g. Pursuant to the authority given and being entitled under the said Development Agreement, the Developers/Promoters have obtained I.O.A. bearing reference no. MH/EE/BP Cell GM/MHADa-25/1093-2022 dated 12th April 2022 read with amended I.O.A. / Amended Plan dated 9th February, 2023 presently upto 13th Floor for development of property, subject to the terms recorded therein;
- h. Accordingly, the Promoters/Developers are entitled and authorized to use, utilize and consume the entire development potentiality of about 14062 Sq. Mtrs. alongwith the fungible FSI as may be permitted with /without payment of premium as may be approved by the consent planning/development authority of MHADA for construction of Buildings with 4 (Four) Wings;
- i. As contemplated in the said Development Agreement the Promoters/Developers have also earmarked and identified the new

premises and the car parking space to be provided;

- j. On compliance of the requisite terms of the I.O.A. by the Developers/Promoters the Concerned Development Authority being Executive engineer, MHADA has issued Commencement Certificate under reference No.MH/EE/(BP) /GM/MHADA-25/1093/2022/CC/1/New dated 19th July, 2022;

WHEREAS – III:

- a. By their Report on Title dated 21st July, 2022 M/s. Pramodkumar & Co. Advocates for the Promoters/ Developers have certified the right of the Society and of the Promoters/Developers for development as envisaged under the said Agreement. Hereto annexed and marked **Annexures “A” to “D”** are the copy of the said Report on Title, PR Card, Approved Plan and the Commencement Certificate;
- b. The construction of the Building known as “SILICON HERITAGE” presently consists of 4 (Four) Wings, i.e. Wing “A” and Wing “B”, Wing “C” and Wing “D” comprising of basement + Ground Floor Part for Commercial + Part parking +16 (Sixteen) Upper Floors with provisions of additional floors, if so permitted/sanctioned, comprising of commercial on the Ground (Part Floor) and residential premises on the upper floor agreed to be provided to the existing Members of the Society, Free Sale Component i.e. Free Sale premises and parking space which the Promoters/Developers are entitled to deal with, dispose of and allot the premises and the parking space therein in the manner they deem fit and proper;
- c. The terms, conditions, stipulations and restrictions, if any, laid down or which may be laid down by the Local Authorities including MHADA or any other public bodies in respect of the development by construction of Building with Wings will be observed and performed by the Promoters/Developers while constructing the said Building which are based upon due performance and observance and the Occupation Certificate in

respect thereof which is to be granted by the Concerned Local Authorities/MHADA;

- d. The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 (for short “the **said Act**”) and the Rules framed thereunder with the Real Estate Regulatory Authority under Registration No. P51800046689 dated 29th August 2022, copy of which is annexed hereto and marked as **Annexure “G”**;
- e. The Promoters have availed the financial facilities from Aditya Birla Housing Finance Limited for the purpose mentioned in the documents and offered their right, title and interest under the said Development Agreement and on their free sale components/premises in the project known as “SILICON HERITAGE” by executing Deed of Mortgage dated 15th December 2022 registered with the Sub-Registrar of Assurances at Kurla under serial No. KRL-3/24339/2022 dated 15/12/2022.
- f. The Purchaser/s has/have demanded from the Promoters/Developers and the Promoters/Developers have given to the Purchaser/s inspection of all the documents relating to the right of the Promoters/Developers to carry out development and construction of the building which includes the premises/flats agreed to be allotted to the Purchaser/s including sanctioned plans, designs, specifications prepared by the Architect and/or such other documents such as City Survey documents as are prescribed under the concerned/applicable Law including RERA/MahaRERA (hereinafter referred to as “the **said Act**”) and the Rules made there under;
- g. The Purchaser/s hereby agrees to purchase/s from the Promoters/Developers and the Promoters/Developers hereby agree to sell to the Purchaser/s, a **Flat No.** _____ admeasuring _____ **Sq. Mtrs.** equivalent to _____ **Sq. Feet** carpet area [as defined under Section 2(k) of the said Act read with circular Notification, etc. issued from time to time by the Competent

Authority appointed under the Act] and ___ **Sq. Mtrs. i.e. ___ Sq. Feet** i.e. approved balcony area on the ___ **Floor** of **Wing “_”** of the building known as **“SILICON HERITAGE”** as shown on the typical floor plan thereof hereto annexed and marked as **Annexure “E”** (hereinafter referred to as "the **said premises**"); **without/with** Car Parking being No. _____ at _____ Level at Basement/Stilt of the building at or for the lumpsum price of **Rs. _____/- (Rupees _____ Only)**, which is inclusive of the proportionate price of the common areas and facilities appurtenant to the premises. The percentage of the undivided interest of the Purchaser/s in the common areas and facilities limited or otherwise pertaining to the said premises shall be in proportion of the area of the premises agreed to be sold hereunder to the total area of the buildings. The nature, extent and description of the common areas and facilities are more particularly described in **Second Schedule** hereunder written;

- h. The said premises and the car parking space are more particularly described in the **Third Schedule** hereunder written.
- i. The said consideration of **Rs. _____/- (Rupees _____ Only)** in respect of premises and the said car parking (exclusive of payment of GST taxes statutory, levies by whatever name called) shall be paid by the Purchaser/s to the Promoters/Developers within time and in the manner as provided hereinafter. The aforesaid price or part thereof may, at the specific instruction of the Promoters/Developers in that regard, have to be paid by the Purchaser/s by way of RTGS/NEFT pay order/cheque drawn in favour of the Promoters/Developers. Time as to payment shall be of the essence and the Purchaser/s shall be liable to pay interest as specified in rule under the provisions of RERA/MahaRERA on all delayed payments from the due date till the date of payment thereof subject to deduction of necessary TDS as per the provisions of Section 194 (I) (A) of the Income Tax Act (exclusive of payment of various other amounts towards deposits,

charges, taxes, advance maintenance, GST, as applicable and on the terms and conditions, as hereinafter appearing;

- j. The carpet area of the said premises as mentioned above means the net usable floor area of the premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said premises for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the premises as defined by the Competent Authority under the RERA/MahaRERA and the Purchaser/s herein hereby confirm the same. However, the Promoters have got approved the balcony which is separately shown;
- k. The Promoters/Developers have registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 (for short "the **said Act**") and the Rules framed thereunder with the Real Estate Regulatory Authority dated 29/08/2022 under Registration No. P51800046689 copy of which is annexed hereto and marked as **Annexure "G"**;
- l. Prior to execution of this Agreement the Purchaser/s has/have paid to the Promoters/Developers a sum of **Rs.**_____/-(**Rupees** _____**Only**) being the earnest money/token/part-payment of the consideration of the said premises, agreed to be sold and allotted, by the Promoters/Developers to the Purchaser/s (the payment and receipt whereof the Promoters/Developers hereby admit and acknowledge) and Purchaser/s has/have agreed to pay to the Promoters/Developers the balance of the sale price in the manner, hereinafter appearing;
- m. The parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement;

- n. Under Section 13 of the said Act, the Promoters/Developers herein are required to execute a written Agreement for Sale of the said premises with the Purchaser/s, which is being in fact these presents and also to register such Agreement under the Registration Act, 1908;
- o. The Parties hereto are now desirous of recording the said terms and conditions as mutually agreed upon into writing as follows;

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

1. The Promoters/Developers hereby declare and confirm that what is recited hereinabove with regard to the leasehold right, title and interest of the Society in respect of the Plot and allotment of additional plot/tit bit area and development potential, inter alia, as contemplated in the Development Agreement as recited hereinabove in respect of development by construction of Building with Wings and the right of the Promoters/Developers for development/redevelopment for construction of Building with Wings thereof under the development Scheme sanctioned/to be sanctioned hereafter with such modification as may be permitted by the Concerned Authorities/MHADA shall be treated as declarations/representations on their part and shall form integral part of this Agreement.
2. The Promoters/Developers have commenced construction of the Building known as "**SILICON HERITAGE**" presently consists of 4 (Four) Wings i.e. Wing "A" and Wing "B", Wing "C" and Wing "D" comprising of basement + Ground Floor Part for Commercial + Part parking + 16 (Sixteen) Upper Floors with provision of additional upper floor/s as per the amended/modified sanctioned Plan so issued, granted/is being granted/modified/amended by the Concerned Authorities including MHADA on the plot more particularly described in the **First Schedule** hereunder written and the Concerned Authority of MHADA has issued Commencement Certificate dated 19th July, 2022 being **Annexure "D"** hereto which have been seen and approved by the Purchaser/s, with only such variations and modifications for use of the full development potentiality as available or on being made available in accordance with

the policy of the Development Authority and as the Promoters/Developers may consider necessary or as may be required by the Concerned Local Authority including MHADA to be made in them or any of them.

PROVIDED THAT, if necessary under the provisions of the said Act, the Promoters/Developers shall obtain prior consent of the Purchaser/s in respect of such variations and modifications only if the same is adversely affected the Purchaser/s as to the said premises agreed to be allotted and not in any other case or otherwise whatsoever.

3a. The Purchaser/s hereby agree to purchase from the Promoters/Developers and the Promoters/Developers hereby agreed to sell and allot to the Purchaser/s, on Ownership basis a Premises being Flat **No.**_____ admeasuring _____ **Sq. Mtrs.** carpet area equivalent to _____ **Sq. Feet** carpet area as defined under Section 2(k) of the said Act and _____ **Sq. Mtrs.** _____ **Sq. Feet** i.e. approved balcony area inclusive of Fungible area on the _____ **Floor** of **Wing “_”** of the building known as **“SILICON HERITAGE”** (for short **“the said premises”**) as shown in the typical floor plan thereof annexed as **Annexure “E”** hereto **without/with** Car Parking being No. _____ at _____ Level at Basement/Stilt of the building (for short **“The Parking Space”**) to be identified/earmarked by the Promoters/Developers at the time of handing over possession of the premises and more particularly described in the **Third Schedule** hereunder written; at or for the consideration of **Rs.**_____/ - (**Rupees** _____ **Only**) as lump sum consideration which is inclusive of the proportionate price of the common area and the facilities appurtenant to the said premises but exclusive of all Statutory Levies including of GST as applicable, as also various deposits, charges, advance maintenance, fees, etc. as specified hereinafter under these presents. The Purchaser shall pay the aforesaid consideration price to the Promoters/Developers in the manner and as per the Schedule of payment as follows.

SCHEDULE OF PAYMENT

Sr.	Description	Percentage
-----	-------------	------------

No.		
1	On Booking	10 %
2	On Registration of the Agreement	20 %
2	On Completion of Plinth	5 %
3	On Completion of 1 st Slab	3 %
4	On Completion of 2 nd Slab	2.5 %
5	On Completion of 3 rd Slab	2.5 %
6	On Completion of 4 th Slab	2.5 %
7	On Completion of 5 th Slab	2.5 %
8	On Completion of 6 th Slab	2.5 %
9	On Completion of 7 th Slab	2.5 %
10	On Completion of 8 th Slab	2.5 %
11	On Completion of 9 th Slab	2.5 %
12	On Completion of 10 th Slab	2.5 %
13	On Completion of 11 th Slab	2.5 %
14	On Completion of 12 th Slab	2.5 %
15	On Completion of 13 th Slab	2.5 %
16	On Completion of 14 th Slab	2.5 %
17	On Completion of 15 th Slab	2.5 %
18	On Completion of 16 th Slab	2.5 %
19	On Completion of 17 th Slab	2.5 %
20	On Commencement of Blockwork of the Flat	3 %
21	On Commencement of Internal Plaster of the Flat	3 %
22	On Commencement of External Plaster of the Flat	3 %
23	On Commencement of Tiling Work of the Flat	3 %
24	On Commencement of Painting Work of the Flat	2 %
25	On Commencement of Sliding Work of the Flat	2 %
26	On Commencement of Electric Fitting of the Flat	2 %
27	On Commencement of Sanitary & CP Fitting of the Flat	2 %
28	On Intimation of Possession	2 %
	Total	100 %

3b. As informed to the Promoters since the Purchaser/s have/has agreed to acquire and purchase the said Premises jointly each of them

shall have following undivided share, right, title and interest to hold and have as Joint Tenants/Tenant in Common.

- 1) Purchaser No.1 _____ %
2) Purchaser No.2 _____ %

In the event, the Purchaser/s have agreed to acquire the premises under these presents jointly, the consideration and other charges shall be paid in such manner as the Purchasers may deem fit/irrespective of their undivided share in the Premises.

3c. The aforesaid consideration shall be paid subject to statutory deduction (TDS) as applicable to the transaction and as contemplated under the Provisions of Section 194 (I)(A) of the Income Tax Act and on such deduction the Purchaser/s shall issue necessary Certificate of Deduction to enable the Promoters/Developers to submit the same before the said Concerned authorities so as to get due adjustment thereof. In the event the Purchaser/s does not issue and submit such certificate of deduction, the Purchaser/s shall be bound and liable to pay to the Promoters/Developers such amount of statutory deductions in accordance with the Law/Provisions of Income Tax Act as may be applicable.

3d. As recited hereinabove, since the Promoters have availed the financial facility from Aditya Birla Housing Finance Limited and offered inter alia their rights under development agreement and the units/premises/flats as set out in the Deed of Mortgage dated 15th December 2022, duly registered with the Concerned Registration Authority, the aforesaid payments shall be made by the Purchaser/his/her/it/their bankers from whom if any, finance facility is availed by the Purchaser, to and in the name of Promoters in accordance with the mechanism of the operation of the bank account opened by the Promoters, a particulars of which are separately given to the Purchaser.

4a. The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authority,

Local Bodies/MHADA/Government (State or Central) from time to time. The Promoters/Developers undertake and agree that while raising a demand on the Purchaser/s for increase in development charges, costs or levies imposed and/or to be imposed, levied and demanded by the Competent Authorities, etc., the Promoters/Developers shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.

4b. The Promoters/Developers may allow, in its sole discretion, a rebate for early payments payable by the Purchaser/s by discounting such early payments @ 3% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to a Purchaser/s by the Promoters/Developers.

4c. It is expressly agreed and understood that if the Promoters/Developers carry out and complete the works of construction of Brick walls, Internal Plaster, External Plaster, Tiling Work, Painting, Sliding Window, Electric Work, CP and Sanitary Fitting, etc. as contemplated at Items (20) to (27) setout in the Schedule of payment in respect of the said Premises agreed to be sold/allotted to the Purchaser/s under these presents, while construction of other slabs and other work is being in process, the Purchaser/s immediately on requiring by the Promoters/ Developers, shall pay the amount of installments under Items (20) to (27) or such of them as set out in Schedule of payment depending upon completion of work. Time for making payment of the above amounts shall be the essence of the contract.

5. The Parties hereto here by agree that the final carpet area of the said flat as has been allotted to the Purchaser/s shall be ascertained after the construction of Building with Wings is completed and the Occupancy Certificate on being granted by the Competent Authority by furnishing details of the changes, if any, in the carpet area, subject to variation cap of three percent, and the Total price payable for the carpet

area of the flat shall be recalculated. If there is any reduction in the carpet area of the Premises within the defined limit then Promoters/Developers shall refund the excess money paid by Purchaser/s within 30 (thirty) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area of the Premises allotted to Purchaser/s, the Promoters/Developers shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet/square meter as agreed and recorded in this Agreement.

6a. The Purchaser/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition sale/transfer of immovable properties in India, etc. and provide the Promoters/Developers with such permission, approvals which would enable the Promoters/Developers to fulfill their obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the Provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser/s understand and agree that in the event of any failure on their part to comply with the applicable guidelines issued by the Reserve Bank of India, they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

6b. The Promoters/Developers accept no responsibility in this regard. The Purchaser/s shall keep the Promoters/Developers fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/s to

intimate the same in writing to the Promoters/Developers immediately and comply with necessary formalities, if any, under the applicable laws. The Promoters/Developers shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser/s and such third party shall not have any right in the application/allotment of the said premises applied for herein in any way and the Promoters/Developers shall be issuing the payment receipts only in favour of the Purchaser/s only.

6c. The Purchaser/s authorize the Promoters/Developers to adjust/appropriate all payments made by him/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoters/Developers may in its sole discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Promoters/Developers to adjust their payments in any manner.

7a. In the event, the Purchaser/s being desirous of obtaining housing loan from any bankers or financial institutions so as to pay the balance consideration for purchase the said premises under these presents, the Purchaser/s shall be entitled to do so only after obtaining previous written consent from the Promoters/Developers and only after their having complied with fulfilled, observed and performed their part of the obligations contained under these presents and further undertake to do so. The Promoters/Developers do not give guarantee to such finance or housing loan and the Purchaser/s shall apply for and obtain such housing finance/loan solely at their risk as to costs and consequences and shall indemnify and keep the Promoters/Developers indemnified against any claim, demand or action being claimed, demanded or initiated by the bankers and/or financial institutions whosoever have sanctioned and/or disbursed such housing finance.

7b. It is further agreed and understood that in the event of the Purchaser/shaving obtained sanction of housing finance, Purchaser/s shall inform in writing to the Promoters/Developers of having their obtained sanction of such finance and confirm that the bankers/financial institution shall disburse and pay the housing finance/loan as may have been sanctioned and approved directly to and

in the name of the Promoters/Developers alone. Such disbursement/payment shall be made by the bankers/financial institution by Cheque (crossed/Account Payee) /Pay Order/RTGS/NEFT directly in the name of the Promoters/Developers and shall be informed to/handed over personally to the Promoters/Developers. Acknowledgement, if any, by any unauthorized persons and/or the Purchaser/s herein shall not bind the Promoters/Developers as having received such housing finance on behalf of the Purchasers.

7c. It is further agreed and understood that the Purchaser/s, subject to what is stated hereinabove, shall be free to offer his/her/their right under these presents only as and by way of security for repayment of such finance. The Promoters/Developers shall not be called upon to sign or execute any further or other writings, confirmation, declaration or otherwise nor shall they be called upon to give any security of their right of development as envisaged and contemplated in the development Agreement to any bankers/financial institution. It is further agreed and understood that irrespective of the fact whether the Purchaser/shave/has obtained sanction of housing loan/finance from his/her/their financial institution in respect of the said premises, in the event of any delay in disbursement or failure in payment/disbursement of the balance consideration payable by the Purchaser/s to the Promoters/Developers under these presents, the Purchaser alone shall personally be liable or responsible to pay the amount so payable under these presents and shall not claim any equity or otherwise on the ground of having not obtained disbursement or delay in disbursement of such amount by bankers/financial institution. The Purchaser/s shall pay amount so due and payable to the Promoters/Developers from his/her/their own source of income.

7d. The transaction under these presents is for allotment of said premises to the Purchaser/s in the building to be constructed by the Promoters/Developers on the property pursuant to the Authority given by the said Society under the documents executed in favour of the Promoters/Developers. The consideration fixed under these presents is exclusive of payment of statutory charges or levies including GST as

applicable/levy/search charge/duty, lease rent, etc. by any authority or authorities of Government or Semi-Government/MHADA. The Purchaser/s alone shall, in addition to the aforesaid consideration pay and/or reimburse to the Promoters/Developers all such statutory, levies and charges as may be payable, etc. as and if so levied by the Concerned Authorities and the Promoters/Developers shall not be held liable or responsible for the same.

7e. In the event of delay or default in payment of any one or more installments on being payable under these presents, by the Purchaser/s and/or their Banker/Financial Institution the Purchaser/s personally shall be liable to pay such amount of interest as the Promoters/Developers are entitled to as also subjected to cancellation of the allotment and termination of this agreement as contemplated under these presents. The Banker/Financial Institution shall not claim any equity or otherwise against the Promoters/Developers. It is expressly agreed and understood by the Purchaser/s that due to force major events as contemplated hereinafter, in the event if the Promoters/Developers are unable to hand over possession of the premises within stipulated period, (which is being tentative) the Purchaser/s shall not claim any interest or compensation on the ground that they being subjected to pay interest to his/her/their Banker/Financial Institution as the Banker/Financial Institution would consider to sanction/disburse the loan/finance only confirming/having notice of the terms of these presents.

8. The Purchaser/s hereby expressly declare and confirm that they/she/he have/has been disclosed by the Promoters/Developers various terms, conditions, stipulations, etc. under the said Development Agreement entered into with the said Society in respect of the said Building permissions, orders, approvals, sanctions/NOC granted by various Concerned Authorities as recited hereinabove. The Purchaser/s independently as also jointly with the Purchaser/s of other premises of the building, on taking possession of his/her/their respective Flat, shall comply with, fulfill, observe, perform and abide by all the terms, conditions, stipulations, etc. imposed by the said Society and/or the

Concerned Authorities while giving/granting various permissions, orders, approvals, sanctions/NOC as aforesaid. It is expressly agreed and understood that the Purchaser/s shall specifically confirm.

- (a) That the building under reference is deficient in open space and MHADA will not be held liable for the same in future.
- (b) That they have no objection for the neighborhood development with deficient open space in future.
- (c) That they shall not held liable the MHADA and the Promoters/Developers for failure of mechanical Parking System/Car lift in future.
- (d) That they shall not complaint for inadequate maneuvering space of car parking's in future.
- (e) That the relevant terms and conditions set out in the permissions, sanctions and approvals for which the Promoters/Developers have given/are required to give necessary Indemnity/Undertaking in favour of MCGM/MHADA shall be binding upon the Purchaser/s after possession of the new premises is handed over.
- (f) The Promoters/Developers are entitled to get extension of period under the provisions of RERA/MahaRERA for completion of the Development.

9. The Promoters/Developers hereby declare that the floor space index presently available for construction of Building with Wings on the portion of the entire Plot is about 14062 Sq. Mtrs. inclusive FSI/premium FSI which may hereafter be permitted, granted/allowed to be used by MHADA and are entitled to acquire any such balance development potentiality/fungible FSI/compensatory area, etc. on being granted/issued/permitted and hereby reserve their right to consume and avail such benefit in future and as may be permissible and as may be granted to them and the said Society under Development Agreement.

10. The Promoters/Developers hereby represent and declare and the Purchaser/ hereby confirms subject to what is contemplated in the Development Agreement, that:

- (i) If due to any change in the Development Rules and Regulation or by introduction of any Policy by the Government of Maharashtra or other Concerned Authorities F.S.I. Rules and more F.S.I. becomes available (including on account of staircase, walls, lifts, balcony, passage, etc.) then in such event the Promoters/Developers subject to the terms under the Development Agreement, shall be entitled to use, utilize, consume and exploit such F.S.I. on the said portion of the property constructing additional floor/s in the said Building in terms of the said Development Agreement.
- (ii) The Promoters/Developers shall be entitled to do and perform all such acts, deeds, things and matters and to sign, execute and admit execution of all such documents, deeds, writings, applications, forms, including modifications, changes, alterations, etc. in the said sanctioned plan and other permissions as they may in their absolute discretion so desire;
- (iii) The Purchaser/s hereby agrees and undertakes that he/She/they shall not obstruct or object or dispute to the right, title and interest of the Promoters/ Developers in respect of such additional F.S.I. and/or T.D.R., premium FSI benefit, fungible FSI if available/permitted to the Promoters/Developers/ Society as above in terms of the Development Agreement and shall do and perform all such acts, deeds, things and matters and to sign and execute all such requisite confirmations, applications, consent, etc., if so required, by the Promoters/Developers and if so contemplated under the provisions of the said Act.
- (iv) The Purchaser/s hereby irrevocably agrees and undertakes that he/she/they shall not claim or demand any consideration/ amount or compensation or benefit from the

Promoters/Developers in respect of the such benefit of additional FSI including of Fungible FSI available to the Promoters/Developers to use, utilize, consume and exploit the same by constructing additional floors on the said building.

- (v) The Purchasers of flats/Shop/Commercial Unit, etc. from the Promoters/Developers in respect of the such additional floors which the Promoters/Developers are entitled in terms of the Development Agreement to construct by use of such extra or additional FSI and/or TDR Premium FSI benefit shall be accepted and admitted as members and shareholders of the said Society and such Purchaser/s shall have all the privileges and entitled to avail of the common amenities as may be available to the Purchaser/s herein in the said building and/or the said Property.
- (vi) It is expressly agreed and understood that the right, title and interest of the Promoters/Developers in terms of the Development Agreement to avail the benefit of additional FSI and/or TDR, premium FSI benefit, fungible FSI to use, utilize and consume the same in the said property shall be absolute and permanent.
- (vii) In the event in compliance of the provisions of the said Act (RERA/MahaRERA) and the Rules framed thereunder if any, consent from the Purchaser/s herein along with other Purchasers (percentage of which as specified under the said Act/Rules) of premises in the building being required, the Purchaser, on being requested shall give his/her/their consent and extent necessary co-operation without claiming any monetary or other benefits.

11. The Purchaser/s hereby confirms having granted his/her/their irrevocable power and consent to the Promoters/Developers and agree:-

- a) That the Promoters/Developers and/or the Society as contemplated in the said Development Agreement shall be

entitled to all FSI in respect of the said plot/property so allotted/permitted/to be permitted/allotted hereafter whether available at present or in future including the balance FSI, the additional FSI available under the Rules and Regulations of the Concerned Authorities/MHADA from time to time and/or by any special concession, modification of present Rules and Regulations granting FSI available in lieu of the road widening, set back, reservation or by way of Transfer of Development Rights (TDR) or otherwise howsoever that under no circumstances the Purchasers will be entitled to any FSI in respect of the said property nor shall he/she/they have any right to consume the same in any manner whatsoever.

- b) That as provided in the said Development Agreement the Promoters/Developers shall be entitled to sell the Flat/premises/shops and allot car parking space as Free Sale Component.
- c) That not to raise any objection or interfere with Promoters/Developers/Society rights reserved hereunder and under the said Development Agreement.
- d) That to execute, if any further or other writing, documents, consents, etc. as required by the Promoters/Developers and/or the Society for carrying out the terms hereof and intentions of the Parties hereto.
- e) That to do all other acts, deeds, things and matters and sign and execute such papers, deeds, documents, writings, forms, applications which the Promoters/Developers and/or the Society in their absolute discretion deem fit for putting into complete effect the provisions of this Agreement.
- f) That the aforesaid consent, authority and covenants shall remain valid, continuous, irrevocable, subsisting and in full force even after the possession of the said premises is handed over to the Purchaser/s.

12. The Purchaser/s hereby confirm that the consideration for allotment of the premises to the Purchaser/s is fixed on the express understanding that the Purchaser/s alone shall pay various amounts, deposits, taxes, Government GST as applicable development and other charges, deposits, fees, various charges, etc. as mentioned under these presents and the Promoters/Developers shall be reimbursed of all such claims, demands, taxes etc. on being claimed/demanded.

13. The Promoters/Developers, hereby represent and warrant to the Purchaser as follows:-

- (i) The Promoters/Developers, by virtue of and under the documents including Development Agreement executed by the Society, have absolute, clear and marketable title and right to carry out development by construction of Building with Wings on the plot/property;
- (ii) The Promoters/Developers have lawful right and requisite approvals so far obtained from the Competent Authorities to carry out development by construction of Building with Wings on the property;
- (iii) There are presently no encumbrances upon their right of development under the said Development Agreement including for allotment/sale of flat/Shop/Commercial Unit/car parking space therein;
- (iv) There are no litigations pending before any Court of Law with respect to the development by construction of Building as envisaged under the Development Agreement and the premises agreed to be allotted by the Promoters/Developers to the Purchaser under these presents is free from all encumbrances;
- (v) All approvals, licenses and permits issued by the Competent Authorities/MHADA with respect to development by construction of Building on the plot/property and the premises so far issued are valid and subsisting and have been obtained by following due process of law. Further, the

Promoters/Developers have been and shall, at all times, remain to be in compliance with all applicable laws in relation to development by construction of Building with Wings;

- (vi) The Promoters/Developers have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- (vii) The Promoters/Developers have so far not entered into any Agreement for Assignment of Development Agreement or any other Agreement/arrangement with any person or party with respect to their right to carry out the development as envisaged in the said Development Agreement and the said premises which will, in any manner, affect the rights of Purchaser under this Agreement;
- (viii) The Promoters/Developers confirm that the Promoters/Developers are so far not restricted in any manner whatsoever from selling the said premises to the Purchaser in the manner contemplated in this Agreement;
- (ix) At the time of handing over the complete management and affairs of the building as contemplated in the Development Agreement, the Promoters/Developers shall handover lawful, vacant, peaceful, physical possession of the common areas to the said Society;
- (x) The Promoters/Developers as contemplated in the said Development Agreement have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to construction of Building with Wings to the Competent Authorities.

- (xi) So far no notice from the Government or any other local body, MCGM/MHADA or authority or any legislative enactment, Government, ordinance, order, notification has been received by or served upon the Promoters/Developers in respect of development by construction of Building with Wings.

14. The Promoters/Developers shall take insurance of workers under Workmen Compensation Insurance Policy for construction of the Building with Wings. In the event, if the Promoters/Developers are required to take any Building Insurance under any statute, the Promoters/Developers will take such insurance of the building till completion of the construction.

15. The Promoters/Developers hereby agree that they, before handing over possession of the said premises to the Purchaser/s which will be handed over after the Promoters/Developers having offered make full and true disclosure of the nature of their title as to development as well as encumbrances, if any, including any right, title and interest or claim of any party or persons whosoever in and over the said property and subject to the rights, entitlement and benefits of the Society and its members in terms of the Development Agreement shall as far as practicable ensure that the said Building is free from all encumbrances and that the Promoters/Developers have absolute clear and marketable title to the said premises.

16. After the Promoters/Developers hand over management of the Building, the said Society shall preserve and maintain the various documents approvals, permissions, certificate, etc. as may be provide by the Promoters relating to constructions of the Buildings. The Society and the Purchasers shall be responsible to carry out periodical structural audit of the building alongwith fire safety audit from time to time as per requirement of CFO through authorized agency of MCGM/MHADA and shall preserve and maintain the subsequent periodical structural and fire audit reports and repair history of the said building and shall comply with fulfill and abide by the terms of all the

permissions/sanctions certificates, etc., issued/to be issued hereafter by the Concerned Authorities.

17. Time is essence for the Promoters/Developers as well as the Purchaser/s. The Promoters/Developers subject to the events of force majeure shall abide by the time schedule for completing the development by construction of Building with Wings and handing over the premises to the Purchaser and the common areas to the Society after receiving Occupancy Certificate. Similarly, the Purchaser shall make timely payments of the installments and other dues payable by them and meeting the other obligations under the Agreement subject to the Promoters/Developers carrying out the construction work as contemplated and as provided in clause (3a) herein above (i.e. Payment Plan linked with concerned work).

18. If the Promoters/Developers fail to abide by the time schedule for completing the project and handing over the premises to the Purchaser/s, the Promoters/Developers agree to pay to the Purchaser/s, who does not intend to withdraw from the project as envisaged under the Development agreement, interest as specified in the Rule, on the amounts of consideration so paid by the Purchaser, for every month of delay, till the handing over the possession. The Purchaser/s agrees to pay to the Promoters/Developers, interest as specified in the Rule, on all the delayed payment which become due and payable by them to the Promoters/Developers for the period of delayed payment (i.e. from date the payment becomes due and payable till date of actual payment, both dates inclusive subject however to the right and authority of the Promoters/Developers to cancel and terminate this Agreement).

19. Without prejudice to the right of the Promoters/Developers to charge interest as contemplated under these presents, on the Purchaser/s committing default in payment on due date of any amount due and payable by them to the Promoters/Developers under this Agreement (including his/her/their proportionate share of taxes levied by Concerned Local Authority and other outgoings) and on the Purchaser/s committing any two defaults of payment of installments, the Promoters/Developers shall at their own option, may terminate this

Agreement:

PROVIDED THAT, Promoters/Developers shall give notice of fifteen days in writing to the Purchaser/s, by Registered Post A/D at the address provided by the Purchaser/s and mail at e-mail address, if so provided by the Purchaser/s, of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions and default in payment in respect of which it is intended to terminate the Agreement. If the Purchaser/s fails to rectify the breach or breaches and/or remedy the default mentioned by the Promoters/Developers within the period of notice then at the end of such notice period, this Agreement shall stand terminated/cancelled without any further communication to the Purchaser.

PROVIDED FURTHER THAT upon termination of this Agreement as aforesaid, the Promoters/Developers shall refund to the Purchaser/s their Bankers/Lenders (subject to adjustment and recovery of any agreed liquidated damages as set out under these presents or any other amount which may be payable to the Promoters/Developers) within a period of 45 (forty five) days of the termination, the installments of sale consideration of the flat which may till then have been paid by the Purchaser/s to the Promoters/Developers. However, such amount shall be refunded only against the Purchaser having executed and got registered the Deed of Cancellation with usual covenants and return of Original of these presents. The Purchaser/s shall not be entitled to claim refund/return of any of the statutory levies such as GST, etc. In the event the Purchaser has taken housing finance/loan from their banks/financial institutions, then in such event the aforesaid amount shall be refunded directly to the banker/financial institution against return of the Original of the Agreement so deposited as security, duly cancelled and on execution and registration of necessary document. On termination the Promoters/Developers are free to deal with the premises as they deem fit even without executing necessary deed of cancellation. The Purchaser/s confirms the same and shall not dispute the same or create any false case/claims on the Promoters/Developers or the premises.

20. The fixtures, fittings and amenities to be provided by the Promoters/Developers in the said building and the premises are those that are set out in **Annexure “F”** hereto.

21. Subject to what is contemplated in the said Development Agreement, and subject to the events of force majeure the Promoters/Developers shall offer possession of the said premises to the Purchaser on or before 31st December, 2025 provided the Occupation Certificate is being issued by the Concerned Development Authorities/MHADA in respect of the floor on which the said premises situate. If the Promoters/Developers cause any delay or avoid to offer possession of the said premises to the Purchaser/s on account of any reason beyond their control and of their agents as per the provisions of the said Act and the Rules framed thereunder, on being made applicable and effective, by the aforesaid time then the Promoters/Developers shall be liable on demand to return to the Purchaser/s the amount already received by them with interest as contemplated under the said Act and the Rules framed thereunder from the date the Promoters/Developers received the sum till the date the amounts and interest thereon are repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified under the Provisions of the said Statute as applicable have been satisfied or not will be referred to the Competent Authority. Till the entire amount and interest thereon is refunded by the Promoters/Developers to the Purchaser/s, there shall, subject to prior encumbrances, if any, be a charge on the said premises. Such amounts shall be refunded only against execution and registration of necessary documents confirming cancellation of the Agreement. In the event the Purchaser/s has taken housing loan, the aforesaid amount shall be refunded to the bankers of the Purchaser/s against release of their security of this Agreement and confirmation of cancellation and handing over original of these presents to the Promoters/Developers.

PROVIDED that the Promoters/Developers shall be entitled to reasonable extension of time for giving possession of said flat on the aforesaid date if the completion of the building is delayed on account of force-majeure events including: -

- i) Non-availability of steel, cement, other building material water or electric supply;
- ii) War, earthquake, civil commotion or act of God;.
- iii) Any notice, Order rule, notification and/or change of policy of the Government and/or for other public or Competent Authority;
- iv) Due to any order, injunction or stay if granted by Court of law or Concerned Authorities;
- v) Due to any act of omission or commission by the Society and/or its Members;
- vi) Any other cause/causes beyond control and not attributed to the willful delay on the part of the Promoters/Developers;
- vii) Due to any delay in grant/issuance of further and other permissions, Orders, approvals, Certificates, Occupation Certificate, etc. by the Concerned Authorities including MCGM/MHADA;
- viii) Delay in construction due to nuisance caused the Owners/Occupants of neighboring building and/or the said Society/its Members;
- ix) Non issuance/delay in issuance of requisite permissions orders/approvals /certificate, etc.

22. The Promoters/Developers, upon payment of the balance consideration and other amounts towards various charges, deposits, taxes advances, etc. within the time as contemplated above, shall offer the possession of the premises to the Purchaser/s in terms of this Agreement and as required by Promoters/Developers to be taken within 15 (fifteen) days from the date of issue of such notice and the Promoters/Developers shall give possession of the premises to the Purchaser/s. The Purchaser/s agrees to pay the maintenance charges as determined by the Promoters/Developers/Society, as the case may be, not with outstanding/irrespective of whether the possession of the Flat/Premises is taken or not.

23. Upon receiving a written intimation from the Promoters/Developers as per preceding clause, the Purchaser/s shall

take possession of the premises from the Promoters/Developers by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and/or as required by Promoters/Developers, and the Promoters/Developers shall give possession of the premises to the Purchaser/s. In case the Purchaser fails to take possession within the time provided in preceding clause, such Purchaser/s shall continue to be liable to pay maintenance charges as applicable.

24. The Purchaser/s shall checkup the fixtures and fittings in the said premises before taking possession of the same. Thereafter, the Purchaser/s shall have no claim against the Promoters/Developers in respect of any item or work in the said premises or Wing or in 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, specifications and/or this agreement and/or otherwise howsoever in relation thereto.

PROVIDED THAT within the statutory period of Five Years, if the Purchaser/s bring to the notice of the Promoters/Developers any structural material defect in the said premises or the building in which the said premises is situated or the material used therein then, whenever possible such defects shall be rectified by the Promoters/Developers at their own cost with best possible material, subject however that the Purchaser/s herein and Occupiers/Purchasers of other premises in the building/Wing is/are not guilty of any act of omission or commission and have fully performed and complied with their part of the obligations and covenants contained under these presents in respect of the premises and the building/Wing.

25. The Purchaser/s shall use the said premises and every part thereof or permit the same to be used only for the purposes as may be permissible. The said premises agreed to be allotted under these presents as also other premises in the Wing/building as may be allotted by the Promoters/Developers to their prospective Purchasers shall not be used for such activity and for user not permitted by MCGM/MHADA and a separate undertaking in writing shall be given by the Purchaser/s herein as also the Purchasers of other premises in the building before

taking possession of the premises allotted under these presents. The Purchaser/s shall use the car parking, if so allotted, and/or permitted to use in writing only for purpose of keeping or parking the Purchaser's own vehicle. The Promoters/Developers shall have full right, absolute authority and entitled to allow use and allot car parking space not already allotted/allowed to such of the Purchasers of Promoters/Developers as the Promoters/Developers may deem fit and the Purchaser/s herein shall not object or dispute to the same. It is expressly agreed and understood that if the Purchaser/s has acquired and purchased car parking space alongwith the premises under these presents from the Promoters/Developers, the Purchaser/s shall not be entitled to deal with dispose off car parking space so allotted under these presents separately and/or independently in favour of any outsider who has/have not acquired the premises in the building and shall also abide by fulfill and comply with the bye-laws directions, etc. of the Society after the Promoters/Developers hand over the management and affairs of the building to the Society.

26a. The Promoters/Developers hereby represent and the Purchaser/s hereby confirms that the said Society, namely, **"CHEMBUR-MAYUR CO-OPERATIVE HOUSING SOCIETY LIMITED"** being the Lessee of the said Plot and the other areas including Tit Bit area, additional allotted area as contemplated in the said Development Agreement, Resolutions, Letter of Allotments issued by MHADA, etc. has granted in favour of the Promoters/Developers the development right for construction of the building consists of residential and commercial premises on the property and have undertaken compliance of certain obligations, terms and conditions as recorded in the said Development Agreement. The Purchaser/s hereby confirms having been informed about such terms, conditions and obligations on the part of the Promoters/Developers as also the Purchasers of the premises from the Promoters/Developers, contained under the said Development Agreement/Resolutions. As provided in the said Development Agreement/Resolution, the Promoters/Developers have been authorized and entitled to deal with and dispose off and allot the premises as also car parking space available for free sale in the said building in favour of their prospective

Purchasers and to enter into Agreement for allotment of such premises and car parking space without obtaining any permission, confirmation, NOC or otherwise from the said Society/its Members and the Promoters/Developers are entitled to cause the Intending Purchasers including the Purchaser/s herein to make sign and submit necessary applications, forms, etc. to become Member and shareholder of the said Society and upon receipt of applications along with necessary fees, the said Society has agreed to admit, accept and enroll Intending Purchasers including the Purchaser/s herein as its Members and Shareholders and shall issue requisite shares in its share capital.

26b. The Purchaser/s hereby agrees to abide by, comply with and fulfill all the said terms, conditions and obligations including payment of certain and specified amounts as contained in the said Development Agreement and shall become member and shareholder of the said Society and shall pay the requisite amounts including towards admission fees, share money, etc. Upon the Promoters/Developers offering possession of the said premises and the car parking space allotted under these presents, the Purchaser shall bear, pay and discharge all the outgoings, taxes, maintenance charges, etc. as may be demanded by Promoters/Developers the said Society. The Purchaser hereby agrees and undertakes to indemnify and keep the Promoters/Developers indemnified against all such claims or demands by Promoters/Developers and/or the said Society.

26c. upon the Promoters/Developers handing over possession of the said premises and the car parking space and submit necessary and requisite forms to the said Society, the Purchaser/s shall sign and execute all such further and other documents, writings, applications, forms, undertakings, etc. as may be required by the said Society and shall abide by, comply with, fulfill, observe and perform all the rules, regulations and bye-laws of the said Society.

27. Since the Society is already in existence and being the Lessee of the said plot and other allotted areas, the Promoters/Developers are not required to form any other association or organization nor to cause transfer of any further right in portion of the said entire plot and/or the

building on being constructed thereon. On the Purchaser/s being admitted and accepted as Member of the Society, the Purchaser/s shall bound and liable to comply with, fulfill, observe and perform all the Rules, Regulations and Bye-Laws of the said Society as also all the statutory stipulations, terms, conditions and covenants for use of such premises. The Purchaser/s along with Purchaser/s of other premises shall be bound and liable to comply with and fulfill all the terms, conditions and obligations as contemplated in the said Development Agreement.

28. The said building to be constructed as aforesaid shall, always be known as **“SILICON HERITAGE”** or by such other name as may be desired by the Promoters/Developers. This covenant shall at all times be binding upon the successors in title of the Purchaser/s.

29. After having expired period of notice in writing on being given by the Promoters/Developers to the Purchaser/s that the said premises is ready for use and occupation, the Purchaser/son being required and called upon by the Promoters/Developers shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said premises) of outgoings in respect of the said property and the Building namely local taxes, betterment charges or such other levies by the Concerned Local Authority MCGM/MHADA/Collector and/or Government Authorities towards water charges, property taxes, insurance, common lights repairs and salaries of clerks, bill collectors, chowkidars, sweepers, maintenance of main water pump, auxiliary water pump, lifts, common area and all other expenses necessary and incidental to the management and maintenance of portion of the entire plot and the building to the Promoters/Developers and/or the said Society as the case may be. The amounts so paid by the Purchaser to the Promoters/Developers shall not carry any interest and remain with and utilized by the Promoter till the management and affairs of the building are handed over to the Society.

30. It is expressly agreed and understood that the Promoters/Developers shall not be held liable or responsible to bear pay and discharge any amount towards taxes, rates, outgoings, maintenance

charges, electricity and water charges, etc. in respect of the unsold premises/flats/Unit/Shops/ Commercial premises/car parking, etc. The Purchaser/s herein shall not, either individually or with other Purchaser/s, claim for or demand any such amounts from Promoters/Developers. All the benefits including towards payment of taxes, maintenance and other charges in respect of the unsold premises/parking space, even after possession of other premises are handed over to other Purchaser/s from the Promoters/Developers shall exclusively belong to the Promoters/Developers alone.

31. The Terrace space in front of or adjacent to the terrace flats/premises in the said building, if any as per the sanctioned plan shall be permitted to use exclusively to the respective Purchaser/s of the terrace flats/premises and such terrace spaces are intended for the exclusive use of the respective terrace flat/premises Purchaser/ as the use thereof has been permitted to use to him/ her/them. Subject however, to the bye laws and other circulars/resolutions of the Society and terms imposed/ to be imposed.

32. In respect of the unsold flats/units/shops/commercial premises and Car parking's if any, after the Promoters/Developers obtained Occupation Certificate/Part Occupation Certificate from the Municipal Corporation of Greater Mumbai/MHADA, the Promoters while reserving right to use, occupy, possess or enjoy by themselves/their Directors or nominees till they actually sale and allot shall reimburse only the property tax, if so, claimed and demanded by the Concerned Authorities of MCGM/MHADA including Assessment and Collection Department in respect of the unsold flats/premises/units/Shops and that the Promoters/Developers shall not be held liable or responsible to contribute any amount towards sinking fund, repairs, water charges, gardening, security charges, etc. or for any other funds, deposits, etc. which the Society may claim from the Flat/premises/units/Shops Purchaser occupying their respective premises, under its Bye-Laws or Rules and Regulations. The Promoters/Developers shall also be entitled to offer the unsold Flats/premises/units/Shops as security for any loan/finance either availed/ to be availed.

33. The Purchaser/s shall on or before taking possession of the said flat/premises/units/Shops keep deposited with the Promoters/Developers the following amounts.

- i) Rs._____-/- for share money, membership application, entrance fee of the Society.
- ii) Rs._____-/- Proportionate share of taxes and other charges as applicable to premises/Flat/unit/ shops for a period of 12 (Twelve) months

=====

Rs._____-/- Total

=====

34. The Promoters/Developers shall utilize the amounts paid by the Purchaser/s to the Promoters/Developers for meeting all legal costs, charges and expenses, outgoings, payment deposit including professional costs of the Attorney at Law/Advocates of the Promoters/Developers and the cost of preparing and engrossing this Agreement.

35. The Promoters/Developers shall maintain a separate account in the books in respect of sums received by the Promoters/Developers from the Purchaser/s as advance or deposit, sums received on account of the share money for admitting the Purchaser/s as Member of the said Society on or towards the outgoings and shall utilize the amounts only for the purposes for which they have been received.

36. The Purchaser/s shall pay to the Society such other amount as the Society may direct towards the Corpus/Sinking Fund which is in proportion of the amount if lying deposited with the Society on behalf of its Members.

37. On the management and affairs of the Building are handed over which are to be handed over after all the premises/flats/unit/shops is are disposed of and the consideration and other amounts being fully recovered, the said Society being the Lessee shall raise bills periodically

on the Purchaser in respect of his/her/their proportionate share of payment of outgoing for the said premises and the Purchaser/s shall duly pay and discharge the same regularly within 7 (seven) days of the date of the bills as may be demanded by the society and Purchaser shall not withhold the same for whatsoever reason. Since the permission/flat/unit shall be assessed separately /independently, the purchaser/s, shall be liable and responsible to bear, pay and discharge the property tax/assessment tax in respect of said premises/flat/unit directly to the concerned authority/department of MCGM, as and when being required.

38. The Promoters/Developers shall be entitled to enter into Agreements with other Purchaser/s in respect of the other flats/premises/units/shops available to them for free sale under the said Development Agreement on such terms and conditions as the Promoters/Developers may deem fit or alter the terms and conditions of the Agreement already entered into by the Promoters/Developers with the other Purchasers, if any, without effectively prejudicing the rights of the Purchaser in the said premises under this Agreement.

39. The Promoters/Developers shall, if necessary, become the member of the Society in respect of their rights and benefits with regard to unsold Flats/units/shops/premises or otherwise. If the Promoters/Developers deal with or transfer, assign and dispose of such premises/flats/units or rights and benefits under the said Development Agreement, at any time to anybody, and realized/ recovered all the amounts/consideration, etc. and after necessary intimation in writing being given by the Promoters/Developers, then, the respective assignee, transferee and/or the Purchaser/s thereof shall become members of the Society in respect of the said rights and benefits. The Purchaser/s herein will not have any objection to admit such assignee, transferee and/or Purchaser/s as the Member of the Society without any charges whatsoever.

40. The Purchaser/s for himself/herself/themselves with intention to bind all persons (into whosoever hands the premises/flats/units/shops

may come) doth hereby covenants with the Promoters/Developers as follows:-

- i) To maintain the said Flat/premises/units/shops agreed to be sold/allotted under this Agreement at their own cost in good tenantable repair and condition from the date the possession of the said premises/Flat/Unit/shops is taken and shall not do or suffered to be done anything in or to the building in which the said premises is situated, staircase or any passage which may be against the Rules, Regulations or Bye-Laws of concerned local or any other authority and/or the Bye-Laws of the Society or change alter or make addition in or to the building and the said premises itself or any part thereof.
- ii) Not to store in the said flat/premises/units/shops any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages which may damage or likely to damage the upper floors, staircases, common passage or any other structure of the building in which the premises is situated, including entrances of the Building and in case any damage is caused to the building on account of negligence or default of the Purchaser/s, in this behalf, the Purchaser/s shall be liable for the consequence of the breach.
- iii) To carry at his/her/their own cost all interior work as he/she/they may desire to the said flat and maintain the said premises/Flat/Unit/Shops in the same conditions, state and order in which it was delivered by the Promoters/Developers to the Purchaser/s and shall not do or cause to be done anything in or to the building in which the said premises is situate or the premises which may violate the Rules and Regulations and Bye-Laws of the

Concerned Local Authority including MCGM/MHADA or other public authority and/or the Society. In the event of the Purchaser/s committing any act in contravention of the above provision the Purchaser/s shall be responsible and liable for the consequences thereof to the Concerned Local Authority and/or other Public Authority.

- iv) Not to demolish or cause to be demolished the said Flat/premises/units/shops agreed to be allotted under these presents or any part thereof, nor at any time make or cause to made any addition or alteration of whatever nature therein or any part thereof, nor any alteration in the elevation and outside colour scheme of the building and shall keep the portion, sewers, drains pipes of the building/flat and appurtenances thereto in good, tenable repair and condition and in particular, so as to support shelter and protect the other parts of the building and shall not chisel or in any other manner damages to columns, beams, walls, slabs or RCC Pardis or other structural members in the said flat without the prior written permission of the Promoters/Developers and/or the Society.
- v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said building or any part thereof or whereby any increase premium shall become payable in respect of the insurance, if so taken.
- vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat/premises/units/shops in the compound or any portion of the said entire plot and the building.
- vii) Pay to the Promoters/Developers/Society within 7(Seven) days of demand their share of security deposit demanded by Concerned Local Authority, MHADA or Government for giving water, electricity or any other services or connections to the building.

- viii) To bear and pay in proportion increase in local taxes, water charges outgoings, lease rent and such other levies, if any, which are imposed or levied by the Concerned Local Authority and/or Government and/or other public authority, on account of change of user of the said flat/premises/units/shops by the Purchaser/sviz from residential purpose to commercial and/or vice-versa or user for any purposes other than for residential/commercial purpose for which the Premises is allotted under these presents.
- ix) The Purchaser/s shall not let, sub let, transfer, assign or part with possession their interest or benefit of this Agreement until all the dues payable to the Promoters/Developers and the said Society under this Agreement are fully paid and only if the Purchaser/s had not been guilty/breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/have obtain prior consent in writing from the Promoters/Developers till the affairs and management of the Building are taken over by the Society.
- x) The Purchaser/s shall observe and perform all the Rules and Regulations which the Society has and the amendments thereof that may be made from time to time for protection and maintenance of the said building and the premises therein and for the observance and performance of the building Rules, Regulations and Bye-Laws for the time being of the Concerned Local Authority including MHADA and of Government and other public bodies. The Purchasers shall also observe and perform all the stipulation and conditions laid down by the said Society regarding the occupation and use of the premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

- xi) Not to use any parking space i.e. stack parking at Basement/Stilt, if so permitted, to use for any other purpose save and except parking of personal vehicle and not to close such space in any manner whatsoever;
- xii) In the event the Promoters/Developers and/or the Society require the Purchaser/s to temporary vacate the parking space so as to enable other Purchasers of flats/premises/units/shops in the building to have temporary use for social or other events/function, the Purchaser/s shall extend necessary co-operation by temporarily discontinuing such use as parking and facilitate the other Purchasers of the building;
- xiii) Till the Promoters/Developers have used/utilized and consumed all the FSI available presently or in future as also of TDR benefits/Additional Buildable Area the Purchasers shall permit the Promoters/Developers and their surveyors agents and authorized persons with or without workmen and others, at all reasonable times, to enter into and upon the portion of the said plot and/or of the building or any part thereof as also of the said flat/premises/units/shops agreed to be allotted under these presents to view and examine the state and condition thereof;
- xiv) To permit the Promoters/Developers and their surveyors agents and authorized persons with or without workmen and others, at all reasonable times, to enter into and upon the portion of the said entire Plot and/or of the building or any part thereof as also of the said flat/premises/units/shops agreed to be allotted under these presents to view and examine the state and condition thereof.
- xv) Not to use any open space either in front or rear side of the flat/premises/units/shops any open space nor to cover the

same in any manner temporarily or otherwise and not to store or display any articles, goods, etc.

- xvi) Not to dry the clothes or hang any clothes on any of the windows of the said flat/premises/units/shops.
- xvii) Not to do or suffered to be done anything to the Building, entrance, lobbies, staircase, etc. which may be against the Rules, Regulations and bye laws of the Concerned Local and public bodies and/or which may be consistent with or in breach of the various permissions, sanctions, etc. granted by the Concerned Authorities.
- xviii) Not to encroach upon external and/or internal ducts, voids areas attached to the flat/premises/units/shops by constructing permanent or temporary work by closing and/or using it. The said duct area is strictly provided for maintenance of service, utility such as plumbing, pipes, cables, etc.
- xix) Not to affix or put any dish antenna, A.C. Condenser units outside the flat/shops/units/premises, due to which likely possibility to spoil the exterior elevation of the building. However, common dish antenna can be installed on the terrace of the building/Wing.
- xx) To keep and affix outdoor A/c units only in the location/space specified by the Promoters/Developers to the flat/premises/units/shops.
- xxi) That whenever the washing machine shall being installed, flexible outlet of the same shall be connected to the outlet provided in the wall through on elbow and pipe piece only and such installation must be done as per manufacturers instruction and through professional/qualified plumbers only to avoid any further maintenance problems in future.

- xxii) Not to affix or put any grills outside the window as well as not to changes material, color, holes, windows, chajjas, railing, etc. due to which likely possibility to spoil the exterior elevation of the flat/premises/units/ shops and of the building.
- xxiii) Not to put or keep plant pots, signboards and/or any object outside the windows.
- xxiv) In case of purchase of Shop/premises/Commercial unit
 - i) not to keep any Articles, stores, goods, as also not to use and/or cover up the front open space in any manner whatsoever nor to park or permit to park any vehicles on front side of the premises and/or open space in compound of the building/Wing/plot.
 - ii) to affix a sign board only on the space above the main door of the premises.
 - iii) not to use of the premises for hotel/dance bar, or any unlawful, illegal, immoral or other purposes as prohibited by the Concerned Authorities of MCGM and State Govt.
 - iv) to separately insure such premises.
 - v) not to change the internal/external work including of doors, windows, etc.
 - vi) not to dismantle the flooring nor to underlay such flooring of the premises.

41. In addition to payment of GST and other charges, etc., as contemplated hereinabove, if by reason, of any amendment to the constitution or enactment or amendment of any existing law or on introduction or enforcement of any statute, circular or notification by any Government (Central or State) this transaction is held to be liable to any other levies/tax's as a sale, service General service or otherwise in whatever form either as a whole or in part any inputs or materials or

equipment's used or supplied in execution of or in connection with this transaction are liable to tax, the same shall be payable by the Purchaser/s along with other Purchasers on demand at any time and the Promoters/Developers shall not be held liable or responsible.

42. All the deposits payable to the MCGM/MHADA, Electricity Board, Reliance Energy, Tata Power, Adani Energy,) for water connection and electricity charges, drainage, or of permanent deposits or any charges to any Concerned Authority, in respect of the said building/Wing which become payable shall be paid or reimbursed to the Promoters/Developers by the Purchasers.

43. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat/premises/units/shops or portion of the said entire Plot and of the building or any part thereof which shall belong to the Society. The Purchasers subject to timely compliance of the obligations including payment of various amounts and subject to the right of the Promoters/Developers including of termination under these presents, shall have no claim, save and except in respect of the said flat/premises/units hereby agreed to be allotted and sold to them and all open spaces, parking spaces, lobbies, staircases, terraces on the building, recreation spaces etc. will remain the property of the Promoters/Developers until the affairs of the building are transferred to the Society as hereinbefore mentioned and till all the FSI available presently or in future and TDR benefits, allotted areas/FSI/development potential are used utilized and consumed.

44. Any delay tolerated or indulgence shown by the Promoters/Developers in enforcing the terms of this Agreement or any forbearance of giving of time to the Purchaser/s by the Promoters/Developers shall not be construed as a waiver on the part of the Promoters/Developers of any breach or noncompliance of any of the terms and conditions of this Agreement by the Purchaser/s or shall the same in any manner prejudice the rights of the Promoters/Developers.

45. The Promoters/Developers shall have full right and absolute power and authority and will be absolutely entitled to raise moneys for development by construction of the Building or otherwise and to keep their right of Development under the said Development Agreement and the premises, etc. available to them of free sale as security for repayment thereof and the Purchasers hereby confirms the same.

46. The Promoters/Developers shall in respect of any amount remaining unpaid by the Purchaser/s under this Agreement have first and express lien and charge on the said Flat/premises/units/shops agreed to be purchased/acquired by the Purchasers.

47. It is expressly and specifically agreed understood and confirmed by the Purchasers that, under the Development Agreement executed by the said Society, the Promoters/Developers shall have full right, power and absolute authority to deal with or dispose of the unsold premises/Flats/Units/Shops available to them for free sale and allot/granting/permissions to use car parking spaces, etc. which are in the name of the Promoters/Developers or their nominee to the person or persons of their choice and to their absolute discretion to which the Purchaser/s herein and other Purchasers shall have no right or authority to object or challenge the same. The Promoters/Developers shall hold such unsold premises/Flats/ Units/Shops in their name and not as Member/s of the said Society but as absolute Promoters/Developers thereof and it shall not be subject to or governed by the Bye-Laws, Rules and Regulations of the Society. The Promoters/Developers shall not pay any maintenance charges, outgoings, Municipal taxes or any other charges in respect of such unsold premises/flats/units, to the Society. The Promoters/Developers shall have the unqualified and unrestricted right and authority to sell and dispose of such unsold premises, car parking, etc. to any person of the Promoters/Developers choice.

48. It is expressly agreed and confirmed by the Purchaser/s that he/she/they shall be bound and liable to bear and pay and discharge their proportionate share of taxes, rates, charges, cesses, maintenance charges and all other expenses, penalties, premium duties and

outgoings payable in respect of the said premises agreed to be purchased by the Purchaser/s under this Agreement, after expiry of 15 (fifteen) days from the date of Promoters/Developers/Society intimates to the Purchasers to take possession of the said premises agreed to be purchased by the Purchaser/s. Such date of handing over the possession of the said premises will be intimated by the Promoters/Developers/Society to the Purchaser/s at his/her/their address given hereafter by Post Under Certificate of posting/Email-ID, if so provided. The intention of the parties hereto being clear that irrespective of the fact whether the Purchaser/s takes possession of the said premises agreed to be purchased by him/her/them under these presents on the date intimated by the Promoters/Developers/ Society as aforesaid or not, or whether the Promoters/Developers/ Society demand for the same or not, the Purchaser/s shall without any reservation or objection bear pay and discharge their share of the aforesaid taxes, charges, cesses, rates, maintenance charges expenses, penalties, duties, premium and outgoings, etc. of the said flat/premises/units and of the said building. The decision of the Promoters/Developers/and the said Society as regards the time period, proportion of the amount demanded shall be final and binding upon the Purchasers.

49. The Purchaser/s shall observe, perform and abide by all the conditions and stipulations contained in the permissions, sanctions and approvals given/granted by the Concerned Authorities including of Municipal Corporation of Greater Mumbai/MHADA.

50. Forwarding this Agreement to the Purchaser/s by the Promoters/Developers does not create a binding obligation on the part of the Promoters/Developers or the Purchaser/s until, firstly, the Purchaser/s sign and deliver this Agreement with all the schedules along with the payment due as stipulated in the Payment Plan alongwith the amount of statutory levies including GST within 7(Seven) days from the date of receipt by the Purchaser/s and secondly, appears for registration of the same before the Concerned Sub-Registrar as and when intimated by the Promoters/Developers. If the Purchaser/s fails to execute and deliver to the Promoters/Developers this Agreement within

7(Seven) days from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters/Developers, then the Promoters/Developers shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 7(Seven) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever.

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

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

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

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

55. Wherever in this Agreement it is stipulated that the Purchasers have to make any payment, in common with other Purchasers in the project, the same shall be the proportion which the carpet area of the flat/premises/units/shops bears to the total carpet area of all the Flat/premises/units/shops in the Wing/building.

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

57. The execution of this Agreement on being stamped under the provisions of Bombay Stamp Act shall be complete only upon its execution by the Promoters/Developers through their authorized signatory at the Developers' Office, or at some other place, which may be mutually agreed between the Promoters/Developers and the Purchasers and only after the Agreement is duly executed by the Purchasers. On the execution these Agreement, the same shall be registered at the office of the Concerned Sub-Registrar.

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

59. Any dispute between the Parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder

60. That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Courts at Mumbai will have the jurisdiction for this Agreement.

61. The Promoters/Developers are entitled and have every right to display/fix their brand name and logo on any part of the building including on terrace/entrance as they may decide and shall pay outgoings and other charges in respect thereof.

62. As expressly agreed, the Promoter/Purchaser shall bear and pay Stamp Duty and Registration charges payable in respect of this Agreement. The parties shall present and lodge this Agreement for registration before the Concerned Office of the Sub-Registrar of Assurances including at Kurla/Chembur and within the time limit prescribed under the Registration Act. The parties shall attend such office and admit execution thereof after the Purchaser/s having informed the Promoters the number under which this Agreement is lodge for registration.

63. The Purchaser/s hereby nominate _____ being one of his/her heirs to avail the benefit of these presents and tender compliances of the terms hereof in the event of death/insolvency or incapacity to contract on the part of the Purchasers.

64. All notices, intimations, letters, communications etc. to be served on or given to the Purchasers as contemplated by this Agreement shall be deemed to have been duly served by Post Under Certificate of Posting/ Courier/Registered A.D./Ordinary Post /Email ID (if so provided) their address as specified below.

PROMOTERS/DEVELOPERS

M/S. SHILPRIYA BUILDERS AND DEVELOPERS

104, Central Facility Building No.2, Sector-19,
Vashi, Navi Mumbai – 400 703

Email ID : office.shilpriyabuilders@gmail.com
shilpriyabuildersmumbai@gmail.com

PURCHASER/S

1. _____
2. _____

Add. _____

Mobile No : _____
Email ID : _____

65. This Agreement shall be subject to the provisions of The Real Estate (Regulation & Development) Act, 2016 as applicable and the Rules Framed thereunder. All consents given by me herein shall continue even if Acts may provide otherwise.

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

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of bearing C.T.S. Nos. 24 (Part), Survey No.14 (Part) admeasuring 1296.02 Sq. Mtrs.as per Deed of Lease dated 2nd February 1994 and additional allotted area of 432.09 Sq. Mtrs. being Tit Bit area from and out of the area of the layout aggregating to 1728.11 Sq. Mtrs. together with the then existing Building No.123 at Tilak Nagar, Chembur, in the Revenue Village Chembur, Taluka Kurla, in the Registration District of Mumbai Suburban District.

THE SECOND SCHEDULE ABOVE REFERRED TO:

The nature, extent and description of the common areas and facilities.
Main Entrance Lobby, Lift & Passage Lobby, Stair case, Pump Room, Fitness Center, Play Area

THE THIRD SCHEDULE ABOVE REFERRED TO:

Description of the premises/flat/shop
Premises being Flat No. _____ admeasuring about _____ **Sq. Feet** equivalent to _____ **Sq. Mtrs.** RERA Carpet Area and _____ **Sq. Feet** **i.e.** _____ **Sq. Mtrs.** approved balcony Area, on _____ **Floor** of “_____” **Wing** of the building known as “**SILICON HERITAGE**” **without/with** Car Parking space being No. _____ at _____ Level in Basement/Stilt of the building on the plot described in the First Schedule hereinabove written.

SEALED AND DELIVERED

By the Withinnamed

“PROMOTERS/DEVELOPERS”

SHILPRIYA BUILDERS & DEVELOPERS

through its authorized Partner

SIGNED, SEALED AND DELIVERED

By the Withinnamed **“PURCHASER/S”**

IN THE PRESENCE OF :

1. _____

2. _____

R E C E I P T

Received with thanks from the withinnamed Purchaser/s a sum of **Rs.**_____/- (**Rupees** _____**Only**) being part payment in respect of the Flat hereinabove mentioned on execution of this agreement.

Sr. No.	Date	Cheque No.	Bank and Branch	Amount
TOTAL				

WE SAY RECEIVED

THE PROMOTERS/DEVELOPERS

IN THE PRESENCE OF:

1. _____

2. _____