
AGREEMENT FOR SALE

BY AND AMONG

M/s. M RAVESHIA REALTY LLP

("PROMOTER")

AND

[•]

("FLAT PURCHASER/S")



Advocates and Solicitors

6th Floor, "A" Wing, Knox Plaza,
Next to Hotel Hometel, Mindspace,
Behind Inorbit Mall, Off Link Road,
Malad (West), Mumbai-400 064.

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE ("Agreement")** is made at Mumbai, this
_____ day of _____ 2020;

BETWEEN

M/s. M Raveshia Realty LLP, a limited liability partnership registered under the provisions of the limited liability partnership Act, 2008 having LLPIN AAP-3156 and having its registered office at 101 Casablanca, Gulmohar X road no. 10, Vile Parle (West), JVPD Scheme, Plot No. 13, Mumbai - 400049 represented through its Authorised Partners (i) Mr. Mannank Manoj Raveshia (b) Mr. Manoj Laxmidas Raveshia (hereinafter referred to as the **"Promoter"**), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the said LLP, its designated partners, its partners or partner as may be notified under the said LLP and the heirs, executors and administrators of last of such survivors or survivor and assigns.

AND

MR./MRS./MS._____, of Mumbai, Indian Inhabitant, residing at _____, (hereinafter referred to as the **"FLAT PURCHASER/S"**), which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors , administrators and his/her assigns.

OR

_____**PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 or Companies Act 2013 and having its registered office address at _____, (hereinafter referred to as the **"FLAT PURCHASER/S"**), which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and its assigns.

OR

M/s. _____, a partnership firm incorporated under the provisions of the Indian Partnership Act, 1932 and having its registered office at _____, represented through its partners (i) _____, (ii)_____ and (iii) _____ (hereinafter referred to as the **"FLAT PURCHASER/S"**), which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its present and future partner, their respective legal heirs, executors, successors of the firm and permitted assigns.

The Promoter and the Flat Purchaser/s shall, hereinafter, be collectively referred to as the **"Parties"** and individually as **"Party"**.

WHEREAS

A. Hira Navjivan Co-operative Housing Society is solely and absolutely seized and possessed of, otherwise well and sufficiently entitled to all that pieces and parcels of the larger plot of land bearing CTS No. 311 (part) (*originally bearing CTS No. 5662 (part)*), (*Corresponding Old Survey No. 236 - A*) admeasuring about 682.73 Sq. Mtrs. (Six Hundred and Eighty Two) Square Meters or thereabouts lying and being situated at Village Ghatkopar - Kirol, Taluka Ghatkopar, Pant

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Nagar, Ghatkopar East, Mumbai – 400 075 within the District Registration of Mumbai and Mumbai Suburban (hereinafter referred to as “**Land**”) together with a Building No. 108 standing thereon known as “Hira Navjivan’ consisting of ground plus 3 (Three) upper floors (hereinafter referred to as “**Building 108**”) and comprising of 32 (Thirty Two) members (“**Members**”). The Land and the Building 108 shall jointly be referred to as the “**Property**”. The Property is more particularly demarcated in the red color boundary line on the plan, a copy of the plan is marked and annexed herewith as “**Annexure I**” and is more particularly described in the **First Schedule** herein under written.

- B. The Maharashtra Housing and Area Development Authority, a statutory Corporation constituted under the Maharashtra Housing and Area Development Act, 1976 and having its office at Griha Nirman Bhavan, Kala Nagar, Bandra (E), Mumbai - 400051 (“**MHADA**”) is the owner of and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all that piece and parcel of the Land.
- C. The Government of India (“**GOI**”) had formulated a Housing Scheme for the construction and allotment of tenements on rental basis to industrial workers on what was then known as ‘Subsidised Industrial Housing Scheme’ (“**Scheme**”). Pursuance to the said Scheme formulated by GOI, MHADA (*then known as the Maharashtra Housing and Area Development Board*) constructed the Building 108 on the Land.
- D. On basis of the guidelines laid down by the GOI and Government of Maharashtra, directed that the buildings built by MHADA (*then known as the Maharashtra Housing and Area Development Board*) under certain schemes should be offered for sale on ‘as is where is basis’ for residential purpose on the basis of hire-purchase after the occupants so residing therein have formed a co-operative housing society.
- E. The then allottees/occupants in the Building 108 had already formed themselves in to co-operative housing society called the Hira Navjivan Co-operative Housing Society Limited bearing registration number BOM/HSG/7566 dated March 31, 1981.
- F. The occupant industrial workers also persistently requested that the tenements constructed for them under the Scheme shall be sold to them on ownership basis.
- G. Consequently, by virtue of an Indenture of Lease dated October 07, 1993 registered with the Sub – Registrar of Assurances at Bandra bearing serial number PBDR - 4371 of 1993 so executed by and into between MHADA as the lessor and the Society as the lessee as defined therein, MHADA in its capacity as the owner of the Land transferred all its right, title and interest in the Land by way of lease in favour of the Society for a period of 99 (Ninety Nine) years with effect from April 1, 1980 (“**Indenture of Lease**”).
- H. Alongwith the Indenture of Lease, by virtue of Deed of Sale dated October 07, 1993, under receipt number 0308112/0308683, so executed by and between

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MHADA as the vendor/owner thereof and the Society as the purchaser as defined therein, MHADA sold, assigned, conveyed and transferred all its right, title and interest in the Building No. 108 in favour of the Society on such terms and conditions, as more specifically stated therein. It appears that the Deed of Sale dated October 07, 1993 is an unregistered document.

- I. Accordingly, the Society became seized and possessed of and otherwise sufficiently entitled to the Land and the Building 108 standing thereon.

- J. The Building 108 is currently occupied by 32 (Thirty Two) residential members of the Society and each of the existing member by virtue of his/her holding shares in the Society has been allotted on what is popularly known as “ownership basis” a residential flat and which flat each of such existing member is entitled to hold, occupy and use their respective flat in the Building 108.

- K. As recorded in the Property Register Card, on May 28, 2014, by virtue of order so passed by the *Sah. Zilla Nibandhak Vark - 2* a new CTS No. 311 (part) admeasuring about 682.73 Sq. Mtrs. (Six Hundred and Eighty Two) Square Meters was assigned to the Society.

- L. The Society has been assigned a new CTS No. 311 (part). The Property Register Card for the entire CTS No. 5662 states that the Society has been assigned a new CTS No. 311 (part) admeasuring about 682.73 Sq. mt. or thereabout. The Property Register Card bears the name of the Society i.e. “Hira Navjivan Co-op Housing Society Ltd” as bhadepattedar.

- M. The said Building 108 belonging to the Society standing on the said Land was constructed in the year 1962 and is now in dilapidated condition. Therefore, the Society procured permission from MHADA to demolish the existing Building 108 standing thereon and reconstruct a new building thereon. Accordingly, MHADA vide its letter dated March 26, 2013 bearing number Eng/HGD/MB/310/2013 granted it’s no objection to the Society to demolish the existing Building 108 standing thereon and reconstruct a new building, subject to the fulfillment of such terms and conditions so mentioned in the said letter.

- N. At a Special General Body Meeting of the Society convened on May 10, 2018 all the Members resolved to redevelop the said Property after demolishing the existing Building 108 by selecting a suitable developer and invite tenders with respect to the same.

- O. Pursuant to the decision in the Special General Body meeting held on May 01, 2019 the Society had appointed one Barve Consultants having its address at Plot 177-B, Sondu Road, Chembur, Mumbai - 400 071 (“PMC”) for the purpose of the tender process and preparing feasibility report till the appointment of a developer to undertake the Redevelopment of the Property.

- P. Pursuant thereto, PMC prepared the feasibility report and the tender documents

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giving details of area of the Land, area used and utilized by the Members of the Society and other terms and conditions and also published an advertisement in Times of India and daily newspapers namely Maharashtra Times all dated December 06, 2017 calling bids/offers from interested developers/builders for redevelopment.

- Q. Pursuant to the public notices, one M/s JVM Enterprises having its office at 401, 4th floor, Dev Corpora, Near Cadbury Junction, Eastern Express Highway, Thane (East), Mumbai ("**Previous Developer**") submitted the tender to the Society on April 15, 2018 ("**Tender**"). The Tender underwent negotiations by the redevelopment committee of the Society and the Previous Developer submitted his revised offer dated May 02, 2018 to the Society. Accordingly, the Society, vide its Special General Meeting dated May 10, 2018 approved the revised final offer of the Previous Developer dated May 02, 2018 and further decided to select the Previous Developer to redevelop the Property.
- R. The Society vide its selection letter dated June 05, 2018, confirmed the selection of the Previous Developer to redevelop the Property.
- S. However the Previous Developer failed miserably to adhere to the timelines so mentioned in the Society's Tender and selection letter.
- T. There were several reminders by way of email correspondences reminder letters so send out by the Society to the Previous Developer dated April 08, 2019 and April 18, 2019 to come forward and fulfil the obligations as stated in the Society's selection letter and Tender.
- U. However despite several reminders, the Previous Developer could not fulfil its obligations under the Society's selection letter and Tender within the timelines and therefore the Society vide its special general body meeting held on April 24, 2019 resolved to terminate the Previous Developer.
- V. Accordingly, by virtue of the letter dated May 09, 2019 addressed by the Society's advocate Ms. Jenita Shah terminated the selection of the Previous Developer on the contention that there has been inordinate delay from the Previous Developer to adhere to fulfil certain obligations within the timeline so mentioned in the Tender document and selection letter.
- W. There was neither a Development Agreement executed between the parties nor *vis'-a'-vis'* any powers granted by the Society to the Previous Developer for the purpose of redevelopment except selection letter addressed by the Society to the Previous Developer confirming his selection as the developer for redevelopment, subject to the Previous Developer adhering to fulfil certain obligations within the timeline so mentioned therein.
- X. Meanwhile, Society were already under discussions to select a new developer and accordingly, by virtue of private tendering the Society invited offers from

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interested developers.

- Y. Consequently, the Society received offers from various prospective developers. After scrutinizing various bids, majority of the Society members came to the conclusion that the offer of one M/s. M Raveshia Realty LLP having its address at 101, Casablanca, Gulmohar X road no. 10, Vile Parle (West), JVPD Scheme, Plot No. 13, Mumbai – 400049 ("**Developer**") was found to be the most favourable.
- Z. After various negotiations between the Society and the Developer, the Developer submitted its revised final offer letter dated August 31, 2019 for redevelopment of said Property by demolishing the existing Building 108 and constructing new building/s thereon.
- AA. At a Special General Body Meeting of the Society convened on October 13, 2019 resolved to appoint the Developer whereby out of 32 (Thirty Two) total Members, 27 (Twenty Seven) members were in favor of the selection of the Developer.
- BB. The said meeting was held in the presence of Mr. Satish K. Mane, being a representative of the Deputy Registrar, Cooperative Societies who further explained the procedure of 79A of the Maharashtra Co-operative Societies Act, 1960. Accordingly, the Developer was selected by following the due process of 79A of the Maharashtra Co-operative Societies Act, 1960 in presence of the Members of the Society and also in presence of Mr. Satish K. Mane, Co-Operative Officer, deputed by the Dy. Registrar of Co-operative Societies, resolved to appoint the Developer to carry out the redevelopment work for the Property.
- CC. At the Special General Body Meeting held on 26th January 2020, the Society passed the necessary resolutions for approving the draft of the Development Agreement and authorized any three members of Society's Managing Committee to sign the Development Agreement and the Power of Attorney on behalf of the Society.
- DD. There was no communication from the Previous Developer since the Society sent a termination notice on May 09, 2019. However, the Previous Developer, who became aware that the Society has appointed new Developer, addressed a legal notice, after almost 1.5 years, to the Society dated November 24, 2020, calling upon the Society and its Members to finalize the draft development agreement and co-operate in registering the same and via-a'-vis' grant powers to the Previous Developer in order to initiate and facilitate the redevelopment of the Society.
- EE. The Society's through its advocate Ms. Jenita Shah addressed a letter to the Previous Developer dated December 15, 2020 stating that the termination notice dated May 09, 2019 shall be binding on the Previous Developer and the Society is free to appoint any other developer of their choice, since despite sending umpteen correspondences and chances the Previous Developer failed to get back

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to the Society.

- FF. The Previous Developer vide its letter dated January 14, 2021, addressed to the Society, stated to invoke arbitration proceedings in accordance to the clause 21 of Tender.
- GG. Meanwhile, the Society, its Members and the Developer executed development agreement and by virtue of a Development Agreement dated January 18, 2021 registered with the Joint Sub-registrar of Assurances at Kurla No. 2, bearing serial no. KRL 1/1117 of 2021, the Society and the Members granted the development rights to the Developer to undertake redevelopment of the Property. ("**DA**").
- HH. The Society and Members further executed a power of attorney dated January 18, 2021 registered with the Joint Sub-registrar of Assurances at Kurla No. 2 bearing registration number KRL - 1 /1118 of 2021 ("**POA**") whereby Mr. Mannank Manoj Raveshia and Mr. Manoj Laxmidas Raveshia (*Partners to the Developers*) are appointed as the attorneys to undertake various acts, deeds, things and matters in the process of the redevelopment of the Property.
- II. The Previous Developer as the petitioner has filed Commercial Arbitration Petition bearing (lodging) number 3425 of 2021 on March 03, 2021 before the Honourable High Court of Judicature at Bombay which is currently at the Pre-Admission stage against the respondent Society ("**Petition**"). The Previous Developer has sought an injunction restraining the Society (*respondent therein*) to create third party rights for redevelopment in favour of any other developer during the pendency of the Petition. The Previous Developer has also sought for (i) an order / direction to finalise the development agreement and execute and register the same as also the power of attorney for execution of redevelopment project (ii) an order of injunction restraining the Society from in any manner creating third party rights of redevelopment in favour of any-one else other than the Previous Developer during the pendency of the arbitration proceedings. The Society has responded to the Petition by filing an Affidavit in Reply dated 22nd March 2021. The Petition is currently at the pre admission stage and till date, there is no ad-interim or interim relief granted to the Previous Developer, which adversely affects the title of the Society to the Property or restricts the Society from appointing the Developer.
- JJ. The Promoter has been further issued an Intimation of Approval dated _____ bearing file no. _____ for Building 108.
- KK. The Promoter has been issued a Commencement Certificate bearing number _____ dated _____ for Building 108 ("**CC**") which states that the CC is granted upto plinth level. A copy of the Commencement Certificate bearing number _____ dated _____ is attached herewith as **Annexure "2"** hereto.
- LL. As per the above, the Promoter became sufficiently entitled to the development

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rights to the Property.

- MM. Pursuant to receipt of CC and the sanctioned plans, the Promoter has commenced construction of the Property to be named as “_____” comprising of Stilt + 17 upper floors on the Property in accordance with the building rules and regulations of the MHADA and the provisions of the DC Rules and such other laws, rules and regulations as may be in force at present and/or at any time hereafter.
- NN. Accordingly, the Promoter is also entitled to dispose of or alienate or otherwise deal with the Sale Component in the new Building/s (“**Promoter’s Area**”) as the Promoter deem fit and proper.
- OO. The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at [_____] under no. [_____] , an authenticated copy of the same is attached herewith as **Annexure “3”**.
- PP. The Promoter has given inspection to the Flat Purchaser/s of all the documents of title relating to the Land plans, designs and specifications prepared by the Promoter Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) and the rules made thereunder, and satisfactory inspection of the certificate of title issued by their Advocate appointed by them, copy of property register card (“**PRC**”) extracts, and all other revenue records showing the title of the Promoter to the Properties. A copy of the title certificate dated July 12, 2020 issued by the Advocates and Solicitors of the Promoter is also annexed hereto and marked **Annexure “4”**.
- QQ. The Flat Purchaser/s hereby confirm and acknowledge that they have obtained information relating to the sanctioned plans, layout plans along with specifications approved by the competent authority, stage wise time schedule of completion and all such information as required under the RERA and they have satisfied himself/herself/themselves about the title of the Promoter to the said Property and the Flat Purchaser/s confirm that he/she/they are entering into this Agreement after inspecting the aforesaid documents and shall never raise any objection/s to the same.
- RR. The Flat Purchaser/s applied to the Promoter for sale of flat out of the Promoter’s Area to the Flat Purchaser/s being flat no. [_____] on [_____] floor in the [_____] wing in the new building/s (“**Flat**”) to be constructed on the Land, more particularly described in the **Second Schedule** hereunder written.
- SS. The Promoter has, accordingly, agreed to sell to the Flat Purchaser/s the Flat and the Flat Purchaser/s has/have agreed to purchase from the Promoter the Flat on such terms and conditions more particularly mentioned hereinafter.
- TT. Prior to the execution of these presents, the Flat Purchaser/s has paid to the

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Promoter a sum of Rs. [_____] (Rupees _____ only) being __% (____ Percent) out of the total price payable for the Flat agreed to be sold by the Promoter to the Flat Purchaser/s as an advance payment (the payment and receipt whereof the Promoter do thereby admit and acknowledge) and the Flat Purchaser/s has agreed to pay to the Promoter the balance of the total price in the manner hereinafter appearing.

UU. Under section 13 of RERA, the Promoter/Promoter is required to execute a written agreement for sale of the Flat with the Flat Purchaser/s, being in fact these presents and also to register this Agreement under the Registration Act, 1908.

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

1. Recitals

The Parties hereby declare that the statements, declarations and representations on their respective parts as contained in the foregoing recitals as also hereinafter contained are true to their own knowledge and are made by them conscientiously, believing the same to be true knowing full well that relying upon the said statements, declarations and representations to be true and correct.

1.1 The Developer shall, under the normal conditions and subject to the availability of the required building materials construct and complete the said building/s as per the said plans, designs, and specifications seen and approved by the Flat Purchaser, with such variations and modifications as the Developer may consider necessary or may be required by any public authority to be made in them. So long as the area of the said premises (agreed to be acquired by the Flat Purchaser from the Developer) is not altered, the Developer shall be at liberty (and are hereby permitted) to make variations in the layout/elevations of the property and/or of the building/s including relocating the open spaces/all structures/buildings/garden spaces and/or varying the location of the access to the said building as the exigencies of the situation and the circumstances of the case may require. The Flat Purchaser hereby expressly consents to such variations as if the said variations had been incorporated in the approved plans and the consent hereby granted shall be deemed to be granted under the provisions of Section 7 of the Maharashtra Ownership Flats Act, 1963 and Section 14 of the Real Estate (Regulation and Development) Act, 2016 as may have been and may be notified from time to time. The Flat Purchaser agrees to execute such further consents if and when required by the Developer and/or the Planning Authority for recording the Flat Purchaser’s consent to amendments to the approved plans and the layout so long as the area of the premises to be allotted to the Flat Purchaser remains unchanged save and except to the extent of + or – 5% of the agreed area.

The Flat Purchaser hereby agrees to pay to the Developer, the amount of the purchase price of Rs. _____/- (Rupees

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_____ only) in the following manner:

- (i) Rs. _____/- (Rupees _____ Only) as Earnest Money or Deposit paid on or before the execution of this Agreement by each Flat Purchaser;
- (ii) Rs. _____ (Rupees _____ Only) on or before _____;
- (iii) Rs. _____ (Rupees _____ Only) within 7 days from the date of intimation about the completion of the plinth of the said Building being constructed/on or before _____;
- (iv) Rs. _____ (Rupees _____ Only) within 7 days from the date of intimation about the completion of the First slab of the said Building being cast on or before _____;
- (v) Rs. _____ (Rupees _____ Only) within 7 days from the date of intimation about the completion of the Second slab of the said Building being cast on or before _____;
- (vi) Rs. _____ (Rupees _____ Only) within 7 days from the date of intimation about the completion of the Third slab of the said Building being cast on or before _____;
- (vii) Rs. _____ (Rupees _____ Only) within 7 days from the date of Fourth slab of the said Building being cast on or before _____;
- (viii) Rs. _____ (Rupees _____ Only) within 7 days from the date of intimation about the completion of the Fifth slab of the said Building being cast on or before _____;
- (ix) Rs. _____ (Rupees _____ Only) within 7 days from the date of intimation about the completion of the Sixth slab of the said Building being cast on or before _____;

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- (x) Rs._____ (Rupees _____ Only) within 7 days from the date of intimation about the completion of the Seventh slab of the said Building being cast on or before_____;
- (xi) Rs._____ (Rupees _____ Only) within 7 days from the date of intimation about the completion of the Eighth slab of the said Building being cast on or before_____;
- (xii) Rs._____ (Rupees _____ Only) within 7 days from the date of intimation about the completion of the Ninth slab of the said Building being cast on or before_____;
- (xiii) Rs._____ (Rupees _____ Only) within 7 days from the date of intimation about the completion of the Tenth slab of the said Building being cast on or before_____;
- (xiv) Rs._____ (Rupees _____ Only) within 7 days from the date of intimation about the completion of the Eleventh slab of the said Building being cast on or before_____;
- (xv) Rs._____ (Rupees _____ Only) within 7 days from the date of intimation about the completion of the Twelfth slab of the said Building being cast on or before_____;
- (xvi) Rs._____ (Rupees _____ Only) within 7 days from the date of intimation about the completion of the Thirteenth slab of the said Building being cast on or before_____;
- (xvii) Rs._____ (Rupees _____ Only) within 7 days from the date of intimation about the completion of brick work and internal and external plastering on or before_____; being the balance purchase price, within 7 days from the date on which the Developer gives to the Flat Purchaser, a written intimation that the said premises is ready for occupation irrespective as to whether the Flat Purchaser takes possession thereof or not. The time for each of the aforesaid payments as well as other payments to be made by the Flat Purchaser to the Developer shall be the essence of the contract and the Flat Purchaser will be bound to pay the amount of installments within

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eight days of Developer dispatching such intimation by Courier or Ordinary Post or Electronic Mail at the address of Flat Purchaser as given in these presents. The Developer has represented that the installments paid by the Flat Purchaser shall be deposited in an account specified for the said project and shall be utilized in accordance with the guidelines and provisions of the Real Estate (Regulation and Development Act, 2016) and the Rules formed thereunder; The list of specification and amenities to be provided in the premises agreed to be purchased by the Flat Purchaser is described in the Third Schedule hereunder written.

(xxvii)The aforesaid purchase 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 MCGM and/or any other Local/Public/Government authority from time to time. The Promoters undertake and agree that while raising a demand on the Flat Purchaser/s for increase in development charges, cost or levies imposed by the competent and concerned authorities the Promoters shall furnish to the Flat Purchaser/s the necessary notification/ rule/order published/issued to effect.

(xxviii) It is clarified that the payment schedule as set out in hereinabove is based on a reasonable expectation by the Developer that the Building Approvals will be modified such that said Building would ultimately comprise of ground plus __ upper floors (or additional floors as may be approved). In the event if the said Building is to comprise of any lesser number of floors then the presently proposed floors, then and in such an event, the payment schedule to be read as modified such that an aggregate sum of Rs. _____/- (Rupees _____ Only) out of the total Purchase Price amount would be payable by the Purchaser/s to the Developer at the time of casting the topmost slab of the said Building and thereafter a sum of Rs. _____/- (Rupees _____ Only) would be payable by the Purchaser/s to the Developer at the time of completion of the Brickwork for the said Flat and the balance sum of Rs. _____/- (Rupees _____ Only)

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would be payable by the Purchaser/s to the Developer within 7 (Seven) days of the Developer offering to put the Purchaser/s in possession for fit-outs of the said Flat thus aggregating to the entire Purchase Price of Rs._____-/- (Rupees _____ Only).

- (xxix) It is agreed between the Parties hereto that a notice/intimation forwarded by the Developer to the Purchaser/s stating that a particular stage of construction is being commenced or achieved shall be sufficient proof that a particular stage of construction is being commenced or achieved (as the case may be) for the purpose of making payment of the installment of the Purchase Price. The Developer is not bound and shall not be called upon or required to give any further notice or intimation requiring any such payment; and non-furnishing of any further particulars or non-issuance of any further notice or intimation, shall not be pleaded by the Purchaser/s as an excuse for non-payment of any amount/s due on the respective due dates or events.
- (xxx) The said amount of the Purchase Price referred to hereinabove excludes all applicable taxes paid or payable by the Developer including Goods and Services Taxes and Cess and any other similar taxes, which may be levied, in connection with the construction and development of and carrying out the Project payable by the Developer up to the date of handing over possession of the said Flat, as elaborated herein below.
- (xxxi) It is clarified that the amount/quantum of the Purchase Price as mentioned hereinabove is arrived at and agreed upon between the Parties after considering the installments (and milestones) for payment of the Purchase Price as set out hereinabove; and accordingly, the installments (and milestones) for payment of the Purchase Price, have been mutually agreed upon at after considering and negotiating the quantum of the Purchase Price, as arrived at and recorded herein.

4. The Promoter/Developer has allowed a rebate for early payments of the installments payable by the Flat Purchaser by discounting such early payments by which the respective installment has been preponed and/or mutually worked out between the Developer and the Flat Purchaser and accordingly the payments under have been worked out by the Parties hereto. In view of the rebate and discount offered and granted to the Flat Purchaser, the Flat

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Purchaser has agreed to make timely payments of the installments at 18% per annum in the event of delay in payment, without prejudice to the rights of the Owners/Developers to terminate the Agreement in terms of clause _____ hereof contained. The Developer has also arrived at the price taking into account the request of the Purchasers/Flat Purchasers for concessions and for passing on the benefit that the Developer may receive towards input credit on the GST payment made or to be made by the Purchasers / Flat Purchaser and the Flat Purchasers having availed of the said concessions has agreed and under taken not to claim any other benefit rebate or refund of any money as may be paid towards GST.

5. The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the premises to the Flat Purchaser, obtain from the concerned local authority, Occupation Certificate/s in respect of the said premises.

6.1 The Flat Purchaser confirms that the installments payable by the Flat Purchaser and all amounts payable under these presents shall be paid on the respective due dates without any delay or default as time in respect of payment of installments and in respect of all amounts payable under these presents by the Flat Purchaser to the Developer is the essence of the contract. If the Flat Purchaser delays or defaults in making payment of any of the installments or amounts, the Developer shall be entitled to interest at the rate of _____% per annum on all such amounts and installments from the date of default till payment and/or receipt thereof by the Developer without prejudice, to their other rights in law and under these presents. It is further agreed that on the Flat Purchaser committing default in payment of either the installments or any other amount or amounts under these presents on the due date (including his/her proportionate share of taxes, rates, cesses, other charges, betterment charges and all other outgoings) the Developer shall be entitled at their option to terminate this Agreement PROVIDED AND ALWAYS that the power to terminate herein contained shall be exercised by the Developer after giving the Flat Purchaser 15 days prior notice in writing of their intention to terminate this Agreement and specifying the breach or breaches of the terms and

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conditions on account of which the Developer intend to terminate the Agreement and if the Flat Purchaser continues the default in remedying such breach or breaches after the expiry of the stipulated period of fifteen days from the date of such notice from the Developer the Agreement shall stand ipso facto terminated without any further notice. It is further agreed that upon termination of this Agreement as stated herein the Developer shall refund to the Flat Purchaser the installments of the said price which the Flat Purchaser may till then have paid to the Developer less a sum of _____% of the total price of the Flat which amount shall stand forfeited without the Developer being liable to pay to the Flat Purchaser any interest on the amount so refunded. Upon termination of this Agreement, the Developer shall be at liberty to dispose off and sell the said premises to such person or persons of such price and on such conditions as the Developer may desire and think fit in their absolute discretion and the Flat Purchaser shall have no right in that behalf. The Flat Purchaser further agrees that the Developer will be liable to refund the amounts as hereinabove stipulated on termination of the Agreement only after Developer sells the said Flat /premises and at a price not below the price agreed to be sold to the Flat Purchaser. In the event of the Premises/Flat being sold at a price below the purchase price agreed with the Flat Purchaser herein then in such event the shortfall will be made good by the Flat Purchaser and the Developer will be liable to refund only such balance amounts after taking into account the shortfall and the _____% forfeiture amount and to which the Flat Purchaser agrees as is evident from the execution hereof. The Flat Purchaser after consulting his legal advisors has agreed to the specific terms relating to termination of this Agreement taking into account the fact that the Developer has granted considerable rebate and discount while agreeing upon the purchase consideration as well as the installment of payment as stipulated under clause _____ above.

6.2 Notwithstanding anything contained in this Agreement, it is specifically agreed that:

- (i) A termination letter issued by the Developer to the Purchaser/s regarding such termination shall effectively terminate this Agreement and thereupon the Purchaser/s shall have no right, title, interest,

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share, claim or demand in to or upon the said Flat and/or any part thereof and/or otherwise against the Developer in any manner whatsoever and howsoever arising. The refund pursuant to the termination as provided in this Clause shall be made (without any interest thereon) within __ (____) months of the sale by the Developer of the said Flat to a third party or completion of the construction of the entire said Building, whichever is earlier. The amount of refund in such an event shall further be after deduction of any taxes paid and other amounts expended by the Developer pursuant to this Agreement (including *inter alia* any brokerage charges paid by the Developer in pursuance of the transaction recorded in this Agreement) and other amounts i.e. interest on delayed payments till than payable by the Purchaser/s hereunder, as may be payable up to the date of termination as well as the costs incurred by the Developer in finding a new willing acquirer/transferee who may acquire the said Flat (including brokerage charges as may be incurred by the Developer in that behalf).

- (ii) The Purchaser/s hereby agree/s and undertake/s that he/she/they are not entitled to and shall not have any right, title, interest, share, claim, demand of any nature whatsoever and howsoever arising against the Developer/its transferee/s/allotted/s/nominee/s and/or otherwise in to upon the said Premises in such an event **PROVIDED HOWEVER THAT** the Developer shall not exercise the aforesaid right of termination unless and until a notice of 15 (Fifteen) days demanding payment of the due installment is given to the Purchaser/s and even thereafter, the Purchaser/s fail to make payment of the relevant installment **PROVIDED FURTHER** that strictly without prejudice to the aforesaid, the Developer in its sole and absolute discretion may, instead of treating this Agreement void as aforesaid, permit the Purchaser/s to pay the said installments after their respective due dates but after charging interest thereon at the Agreed Interest Rate on such outstanding amounts (from the date such amount/s has/have become due to be paid by the Purchaser/s till the date of actual payment thereof).
- (iii) The Purchaser/s shall never be entitled to make or raise any claim in respect of the appreciation in value or price of the said Flat and/or the

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Parking Space/s as a result of any increase in market price, or a result of any accretion or improvement that may have been made or installed at the request of the Purchaser/s, or otherwise arising howsoever; and

- (iv) In the event of any delayed payment being received by the Developer from the Purchaser/s, the Developer shall, notwithstanding any instructions to the contrary, by the Purchaser/s accompanying such payment, be entitled to appropriate the amount received first towards the interest receivable from the Purchaser/s in respect of the delayed payment and thereafter towards the principal amount of the delayed payment.
- (v) In the event of termination, the Developer is entitled to refund upto the amount of consideration less Pre-EMI charges involved in this transaction, the brokerage or commission charges paid to the estate agent/s in relation to the allotment of the said Flat and shall be paid to the Purchaser/s (or at the sole option of the Developer to the bank/financial institution from whom the Purchaser/s has/have availed of a housing loan in this Agreement), by the Developer.

7.(a) It is expressly agreed that the possession of the said premises will be handed over by the Developer to the Flat Purchaser by _____ provided the Developer has received the full purchase price of the said premises and other amounts payable by the Flat Purchaser to the Developer under these presents and provided the construction by the Developer is not delayed on account of non-availability of steel, cement or other building material, water or electric supply and no act of God, Civil Commotion, Riot, War, force majeure, strike/ lockout/ layoffs of the labour of the Developer or of the manufacturers/ suppliers of building materials or other natural calamity or any notice, Order, Rule, Notification of the Government and/or any other Public Body and/or Competent Authority has disturbed the construction schedule of the Developer and there is no delay in issue of occupation certificate and/or Building completion Certificate by the Mumbai Municipal Corporation and/or Planning Authority and for such other similar reasons and/or circumstances beyond the control of the Developer . In the event of there being delay in completion of construction and handing over possession on account of reasons beyond the control of the Developer, the Developer will not be held responsible for the same and the Flat Purchaser shall not make any claim for damages or compensation on account of delayed possession in view of such delay being on account of reasons beyond the control of the Developer.

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- (b) If the Developer is unable to give possession of the said premises by the date stipulated hereinabove then the Developer agrees that they shall be liable on demand by the Flat Purchaser to refund to the Flat Purchaser the amounts already received by them in respect of the said premises with simple interest at the rate of ____% per annum from the date of Developer having received the sum till the dates the amounts and interest thereon is repaid by the Developer to the Flat Purchaser. It is agreed that upon demand for refund of the said amount together with interest as stated hereinabove Flat Purchaser shall only be entitled to such refund and shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Developer or against the said premises or against the said property in any manner whatsoever and the Developer shall be entitled to deal with and dispose off the said premises to any person or party as the Developer may desire at their absolute discretion;
- (c) The Flat Purchaser shall pay such escalation as may be levied by the Developer in the event of the cost of construction standing enhanced by ____% or more or any account of any premium, additional premium and/or development charges being levied by the Planning Authority. In the event of the Flat Purchaser failing to pay such escalation, the same will constitute a breach and result in termination of the Agreement.
- (d) The Flat Purchaser shall take possession of the premises within 7 days of the Developer giving written notice to the Flat Purchaser intimating that the said premises are ready for use and occupation. Upon the possession of the said premises being delivered to the Flat Purchaser, he/she shall be entitled to the use and occupation of the said premises. Upon the Flat Purchaser taking possession of the said premises he/she shall have no claim against the Developer in respect of any item of work in the said premises which may be alleged not to have been carried out or completed or claimed to be having any defect and it is agreed that all such claims of the Flat Purchaser against the Developer shall be deemed to have been waived and/or given up by the Flat Purchaser.
- (e) The Developer shall confirm the final carpet area that has been allotted to the Flat Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of

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five percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer in the event of any change in the carpet area. If there is any reduction in the carpet area within the defined limit then the excess money paid by the Flat Purchaser shall be adjusted towards the next installment of the payment Schedule of the Purchase price. If there is any increase in the carpet area allotted to Flat Purchaser, the Flat Purchaser will on demand pay the excess money in respect of the additional area with annual interest to the Developer.

8. It is also made clear by the Developer that if the Developer has made any tie ups with any financial institutions for the purpose of property loan and the Flat Purchaser avails the loan from such financial institution the Flat Purchaser irrevocably consents to the disbursement of his/her/their loan according to terms set out as per the said tie-up between the Developer and any financial institution.
9. Commencing a week after notice is given by the Developer to the Flat Purchaser that the premises are ready for use and occupation, the Flat Purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of the said land and building namely local taxes, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary of and incidental to the management and maintenance of the said land and building including the charges payable to the Facility Management Agency [FMC] as is/if proposed to be appointed by the Developer for the maintenance of the Building and Common Areas. Until the Society is formed and the said land and building transferred to it, the Flat Purchaser shall pay to the Developer such proportionate share of outgoings as may be determined by the Developer. The Flat Purchaser further agree that till the Flat Purchaser's share is so determined the Flat Purchaser shall pay to the Developer provisional monthly contribution of Rs._____/ - per month towards the outgoings. The Flat Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reasons whatsoever. At the time of being placed in possession the Flat Purchaser will

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deposit with the Developer's 12 months advance outgoings on the basis of the tentative outgoings amounts as would be conveyed to the Flat Purchaser by the Developer. The Flat Purchaser and/or their proposed Society will not require the Developer to contribute proportionate share of the maintenance charges of the premises with or without parking and other areas attached thereto which are to be constructed or which are not sold and disposed off by the Developer. The Developer will pay only the Municipal Assessments in respect thereof, and if permissible in law will also be entitled to the refund of the Municipal Taxes on account of the vacancy of the unsold premises.

10. The Flat Purchaser agree and bind themselves on or before the delivery of the possession of the said premises, to pay to the Developer the following amount:

- (a) Rs._____-/- for legal charges;
- (b) Rs._____-/- for share money, application entrance fees of the society;
- (c) Rs._____-/- for formation and registration of the society;
- (d) Rs._____-/- being approximately 12 months provisional outgoings for the payment of proportionate share of provisional maintenance, charges, outgoings, which will include Municipal and other taxes and charges of water bills, common electric bill etc.;
- (e) The Flat Purchaser agrees to pay to the Developer , a sum of Rs._____-/- on account and towards the amount of the expenses and deposit payable to the Municipal Corporation as Water Meter Deposit and Electricity supply company for the Electric Meter to be installed on the said Flat/Terrace or mechanized parking space of the Flat Purchaser.
- (f) Rs._____-/- towards development charges and premiums levied by the Planning Authorities in the course of grant of development permissions.
- (g) Rs._____ /- (Rupees _____ Only) as a building maintenance deposit which will be transferred by the Developer to the Society at the time of entrusting management of the new building to the Society.

11. The Developer shall utilize the sum of Rs._____-/- (Rupees _____ Only) paid by the Flat Purchaser to the Developers s/Developer under Sub-Clause (a) to and (c) hereinabove, for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Developers in

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connection with the formation of the said society, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this agreement. The aforesaid deposit/payments shall not carry any interest. The Flat Purchaser shall not ask for any refund or any account of the said amounts from the Developer. The amounts so paid by the Flat Purchaser to the Developer under (d), (e) & (g) herein shall not carry any interest and remain with the until a Deed of Conveyance/ Lease is executed in favour of the Society as aforesaid. The amounts paid under (f) above will stand appropriated absolutely by the Developer without being required to account for the same in any manner whatsoever. Subject to the provisions of Section 6 of the MOFA Act, on such assurance being executed, the aforesaid deposit under (d), (e) & (g) (less the outgoings in respect of the premises purchased and deduction provided for in the Agreement) shall be paid over by the Developer to the Society. The Developer confirms that the maintenance and outgoings to be paid by the Flat Purchaser will be calculated on the basis of the proportion of the carpet area of the said premises to the carpet area of the entire building.

12.1 The Developer is giving the said Flat to the Purchaser/s as bare shell i.e. cement flooring, no plaster on concrete columns, walls or ceiling except on brick walls wherever provided. The internal amenities including but not limited to false ceiling, A.C. ducts, electrical distribution etc. shall be the sole responsibility of the Purchaser/s and will be carried out by the Purchaser/s at its own costs. The Developer shall, however, provide fitted bathrooms/toilets with sanitaryware, CP fittings and fixtures (hereinafter referred to as “Internal Amenities”).

12.2 It is specifically agreed between the Parties hereto that the Developer shall have the right to change /substitute the said Internal Amenities in the event that there is any uncertainty about the availability thereof, either in terms of quantity and/or quality and/or for any other reason beyond the control of the Developer. If any change as aforesaid becomes necessary, the Developer shall be entitled to choose the substitutes and/or alternatives thereof in its absolute discretion to enable the Developer to offer possession of the said Flat on the specified date. The Developer shall however try to ensure that such substitutes

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and/or alternatives are similar to the amenities as hereunder agreed, in quality and quantity, as far as may be reasonably possible. The Purchaser/s agree/s not to claim any rebate and/or discount and/or concession in the Purchase Price on account of such change/substitution.

12.3 It is clarified that the Internal Amenities are not manufactured or produced by the Developer and that the same are sourced from third party vendors/suppliers. Some of the Internal Amenities may be acquired under warranties and others may not have any warranties and the Developer shall not be responsible to repair and/or replace the same. Accordingly, once possession of the said Flat with the Internal Amenities is handed over by the Developer to the Purchaser/s, thereafter in case of to any operational issues or malfunctioning of the Internal Amenities, the Purchaser/s shall not hold the Developer responsible and/or liable for repairs or replacement thereof; and the Purchaser/s shall make appropriate claims only against the supplier/manufacturer thereof, as per the terms of the respective warranties of the respective Internal Amenities (if applicable).

13. PURCHASER/S SATISFACTION ON TITLE AND BUILDING APPROVALS:

13.1 The Purchaser/s has/have independently inspected and verified the title deeds and all papers and documents and the Building Approvals hereinabove recited and has/have fully satisfied himself/herself/themselves about the title of the Developer to the said property and enter into these presents and is/are executing this Agreement The Purchaser/s hereby acknowledges that he/she/it/they is/are completely satisfied with the entitlement of the Developer to develop the Project on the said property and hereby confirms that the Developer has complied with its obligations under RERA with

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regards the disclosures as is required thereunder. The Purchaser/s shall not be entitled to further investigate the title of the Developer and/or be entitled to make any requisition or raise any objection with regard to any other matters relating thereto. The Purchaser/s has/have also taken inspection of the orders and the Building Approvals as issued by the MCGM and other relevant documents and papers including the municipal assessment bills, city survey records and other documents mentioned in RERA and the RERA framed and the Purchaser/s confirm/s that he/she/they has/have entered into this Agreement after inspecting and understanding the aforesaid documents and papers. For the purposes of this Clause, disclosures shall mean means the information and documents to be uploaded by the Developer on the website of the Maharashtra Real Estate Regulatory Authority as well as the information and documents, which he/she/it is liable to give or produce or cause to be given and produced to the person intending to take or invest in project under RERA to the public at large through print media, electronics media, property exhibitions and promotional events and shall also include the communications made to the Maharashtra Real Estate Regulatory Authority, either in physical or electronic form and includes the information, documents, etc., being made available.

- 13.2 The Purchaser/s confirm/s that he/she/they have understood the same and shall have no objection with regard thereto in any manner whatsoever and howsoever arising.
- 13.3 The Purchaser/s has/have also taken inspection of the orders and approved plans, IOD and CC issued by the MCGM and the undertakings given by the Developer to the MCGM and other concerned authorities, and other relevant documents and papers including the municipal assessment bills, city survey records and other documents mentioned in MOFA, the MOFA Rules and

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RERA framed and the Purchaser/s confirm/s that he/she/they has/have entered into this Agreement after inspecting and understanding the aforesaid documents and papers. The Purchaser/s also confirms that he/she/it is aware that all details in relation to the Proposed Building are available on the website of RERA Authority and which is available for public viewing at all times. However, any costs attributable to the inspection, if applicable, shall be borne by the Purchaser/s. The Purchaser/s confirm that they have inspected the details on the website. The Purchaser/s confirm/s that the Purchaser/s has after (a) reading and understanding all terms and conditions set out in this Agreement and the mutual rights and obligations of the Parties to this Agreement and (b) satisfying himself in all respects with regard to the title of the said Land agreed to enter into and execute this Agreement. The Purchaser/s further confirms that the Purchaser/s was provided with a draft of this Agreement and had sufficient time and opportunity to read and understand the terms and conditions hereof. The Purchaser/s further confirms that the queries raised by him/her/it with regards to the said Land and/or the said Flat and the terms hereof have been satisfactorily responded to by the Developer. The Purchaser/s confirms that the Purchaser/s has been suitably advised by his/her/its advisors and that this Agreement is being executed with complete knowledge of the prevailing laws, rules, regulations, notifications etc. applicable to the said Land and/or the said Flat and the implication of the terms and conditions contained in this Agreement.

14. The Flat Purchaser shall not use the said premises or any part thereof or permit the same to be used for purpose other than commercial. He shall not use the parking space if allotted to the Flat Purchaser as an additional amenity for the purposes other than for keeping or parking the Flat Purchaser's own motor car. The Flat Purchaser is fully aware that the parking if allotted to the

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Flat Purchaser will be subject to the rules and regulations as may be framed by the Maharashtra Co-operative Societies Act, 1960 and the Flat Purchaser agrees to abide with the same.

15. The Flat Purchaser shall not store in the said premises any goods which are hazardous, combustible or dangerous in nature or so heavy as to damage the construction or structure of the Building or are objected to by the concerned local or other authorities, and shall not carry or cause to be carried heavy packages to the upper floors which are likely to damage the staircases, common passages or any other structure of the Building including entrances of the premises and the Flat Purchaser shall be liable for the consequences of breach of this clause.

16.(a) The Developer hereby represents to the Flat Purchaser as follows:

- i) In terms of and as set out in the title report annexed to this agreement the Developer is well and sufficiently entitled to carry out development upon the said land and also has actual physical and legal possession of the said property.
- ii) The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the said property and shall obtain requisite and further approvals from time to time to complete the development of the said property and to avail of the entire development potential thereof in terms of Development Control and Promotion Regulation 2034 (DCPR 2034);
- iii) There are no encumbrances upon the said land save and except those as may be disclosed in the title report;
- iv) There are no litigations pending before any Court of law with respect to the said land which restrain the development of the property or the making of this Agreement save and except those disclosed in the title report;
- v) All approvals, licenses and permits issued by the competent authorities with respect to the said building/wing under construction are valid and subsisting and have been obtained by following due process of law.

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Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said land and said building/wing and the further buildings is to be constructed shall be obtained from the Planning Authority in accordance with law;

- vi) The Developer has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Flat Purchaser created herein, may prejudicially be affected;
 - vii) The Developer has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said property and the said premises which will, in any manner, affect the rights of Flat Purchaser under this Agreement;
 - viii) The Developer has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the offering of possession of the said premises to the Flat Purchaser;
 - ix) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Developer in respect of the said land except those disclosed in the title report or on the RERA Website.
- (b) The Flat Purchaser has prior to the execution of this Agreement satisfied himself/ herself/itself/ themselves about the title of the Developer to the said land described in the First Schedule hereunder written and have absolutely accepted the same.
- (c) The Flat Purchaser has also prior hereto satisfied themselves of the F.S.I. available and presently consumed on the said land described in the Schedule

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hereunder written, having inspected the sanctioned building plans. The Flat Purchaser are informed and are aware that the Developer will be utilizing further FSI as would be available and sanctioned by the Planning Authority from time to time under various provisions of Development Control and Promotion Regulation 2034 (DCPR 2034) as may be modified and amended from time to time and the Flat Purchaser is aware of the same and as disclosed in the manner herein contained records that he/she/it/they have no grievance in respect thereof of any notice whatsoever.

17. The Flat Purchaser shall from the date of possession, maintain the said premises at his/her/their/its own costs in good and tenantable repairs and shall not do or suffer to be done anything in or to the said premises the staircases and/or common passages which may be against the rules and/or regulations and/or bye-laws, rules or regulations of the Municipality, or local bodies or any other authority nor shall the Flat Purchaser change, alter or make additions and/or alterations in or to the buildings or any part thereof or change the user thereof. The Flat Purchaser shall be responsible for violation or breach of this provision and hereby agrees to save harmless, indemnify and keep indemnified the Developer as well as such Co-operative Society against any action and liability of any nature whatsoever on account of any such breach, defaults, commission or omission on the part of the Flat Purchaser.
18. The Developer shall be at liberty to sell, assign, transfer, convey or otherwise deal with their right, title or interest in the said property and/or in the building to be constructed thereon and mortgage the same provided it does not in any way affect or prejudice the area of the Flat Purchaser in respect of the said premises and provided the mortgage if averted is released to the extent of the Flat Purchaser's premises at the time of handing over possession thereof. The Developer shall not hereafter mortgage or create any charge on the said premises agreed to be acquired by the Flat Purchaser. If the Flat Purchaser desires to avail loan against property/Flat facility from any Bank or NBFC, then in that case the NOC of the Developer shall be mandatory. The Developer shall in its opinion as it deems fit may issue NOC, provided there has been no default on the part of the Flat Purchaser in paying installments as set out hereinabove. However, all the costs, charges and expenses associated with it shall be borne and paid by the Flat Purchaser only. The Purchaser/s

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is/are, at his/her/their sole risk, liability and responsibility, free to raise a loan from any financial institution or bank, for acquiring the said Flat by offering the rights of the Purchaser/s hereby granted as a security. However, such loan should be strictly personal to the Purchaser/s and the right of the Developer to receive the balance Purchase Price and other sums as hereunder provided from the Purchaser/s, shall override the rights of the financial institution/bank/organization/employer in respect of the loan so availed of by the Purchaser/s. The repayment of the loans, interest and other charges on such loan shall be the sole responsibility of the Purchaser/s. Once the Purchaser/s has/have paid the full Purchase Price as payable under this Agreement and has/have taken possession of the said Flat, thereafter due to non-payment of the loan by the Purchaser/s, the recourse available to the financial institution would be only against the said Flat and against the Purchaser/s personally and not against the said Plot or the Larger Property or the said Building or any one of them or any of the other premises in the said Building, and not against any other assets/rights of the Developer.

19. COMMON AREAS:

- 19.1 It is expressly agreed that the Purchaser/s along with the other purchasers/occupants of premises in the said Building shall be proportionately entitled to use, occupy and enjoy the common areas and facilities in the said Building and the nature, extent and description of such common areas and facilities which the Purchaser/s will proportionately enjoy in the common areas and facilities is set out in the **Second Schedule** hereunder written. The Purchaser/s shall not claim use or entitlement to use any areas in the said Building on the ground that the same are approved as common areas in the plans; and the only common areas that the Purchaser/s is/are expecting to use/enjoy and claim to be entitled to use/enjoy are as set out in the **part A of the Second Schedule** and subject to what is set out therein.
- 19.2 It is hereby clarified that in the event if the Developer obtains a part Occupancy Certificate, then in such an event, all the common area amenities as set out in the *Second Schedule* may not be ready to be used and enjoyed by the Purchaser/s at the time of handing over possession of the said Flat. The Purchaser/s has/have agreed to the same and shall hereafter not be entitled to raise no objection/s in respect thereof.

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19.3 RIGHT OF THE PURCHASER/S RESTRICTED TO THE SAID FLAT ONLY:

It is clarified that the right of the Purchaser/s is restricted to the said Flat agreed to be sold to him/her/them by the Developer as per the typical floor plan annexed hereto and use and enjoyment of common areas and utilities in common as aforesaid and the Purchaser/s shall not be entitled to claim any right to any open space or passage, staircase, open parking space, stilt parking spaces or any other area in to or upon the said Property and/or the said Building or any other space surrounding the said Building or any of them in any manner whatsoever, as the same belongs to and are the sole, exclusive and absolute property of the Developer.

20. The Flat Purchaser shall permit the Developer and their servants and agents with or without workmen and others at all reasonable times to enter into and upon the said premises or any part thereof to view and examine the state and condition thereof and the Flat Purchaser shall make good within three months, of the giving of a notice, all defects, decays and wants of repairs of which such notice in writing shall be given by the Developer to the Flat Purchaser. The Flat Purchaser shall also permit the Developer and their servants and agents with or without workmen and others at all reasonable times to enter into and upon the said premises for the purposes of repairing any part of the building and for the purpose of making repairs, maintaining, rebuilding, clearing, lighting and keeping in order and condition all services, drains, pipes, cables, water courses, gutter, wires, party wall, structures or other conveniences belonging to or serving or used for the said building also for the purpose of laying, maintaining, repairing and reinstating drainage and water pipes and electric wires and cables and for similar purposes.
21. It is clearly understood and agreed by and between the parties hereto that the Developer shall have the unqualified and unfettered right to allot on Ownership basis or otherwise to any one of their choice the terrace on and above the top floor of the said building subject to the necessary means of access to be permitted so as to reach the water tanks of the building. The Flat Purchaser of such terrace shall be entitled to make use of the same for all legitimate purposes whatsoever.

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IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace space if any, in front of or adjacent to any of the Flats of the said Building " _____ " shall belong exclusively to such Flat Purchaser and such terrace spaces are intended for the exclusive use of the said terrace Flat Purchaser.

22. The Flat Purchaser shall permit the Developer and their surveyors and agents, with or without workmen and other, at all reasonable times to enter into and upon the said land and premises or any part thereof to view and examine the state and condition thereof.
23. The Developer shall have first lien and charge on the said premises agreed to be acquired by the /Flat Purchaser in respect of any amount payable by the Flat Purchaser under the terms and conditions of this Agreement.
24. If at any time after entering into this Agreement the floor space index is increased by the Government or the Municipal Corporation or any other public Body or authority or T.D.R. F.S.I. is permitted to be consumed on the said property and as a result thereof the Developer becomes entitled to avail of the said increase and construct additional floors, and/or additional structures on the said property or if otherwise the Developer becomes entitled to construct additional floors, areas, or additional structures on the said property by paying of premium or otherwise howsoever the Developer shall be entitled to do so and shall be entitled to sell the additional floors, areas or such additional structures to be constructed by them on the said property to the prospective Flat Purchasers thereof even if the conveyance has in the meantime been executed in favour of such Co-operative Society and that such prospective purchasers of the other premises shall have right to and that they shall also be admitted as the members of such a Co-operative Society that may be formed of all the Developer of other premises in the said building and/or on the said property.
25. (a) The Flat Purchaser hereby covenant, agree and undertake to sign such consent letters and other papers as may be required by the Developer from time to time for availing of the benefit of construction of the additional floors area and/or structures as per the rules and regulations of the local authority;

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- (b) The Flat Purchaser shall from time to time sign all applications, papers and documents, and do all such acts, deeds, matters and things as the Developer and/or the society may require for safeguarding the interest of the Developer and/or the Flat Purchasers and the other purchasers of the said premises in the said building.
26. The BEST, Adani Electricity, Reliance Energy or TATA Power Limited or any other local body or authority requires a sub- station to be put on the stipulated property, the costs, charges and expenses of the land and structure thereof shall be borne and paid by all the purchasers of the premises in the said building including the Flat Purchaser herein in proportion with the area of their respective premises.
27. The Flat Purchaser hereby agree and bind themselves to pay to the Developer or to the said Society when formed, as the case may be, such amounts as may be required to be paid in respect of the Society Office Charges, Garden, Cable Charges, development charges and similar other disbursements as and when demanded by the Developer and the same shall be paid by all the Purchaser of the flats.
- 28.(a) The Flat Purchaser hereby agrees and binds himself to pay to the Developer or to the said Society when formed, as the case may be, such amounts as non-interest bearing deposit or otherwise as may be required to be paid in respect of Electricity meter deposit, water meter charges, Gas Meter deposits and similar other deposits/disbursements as and when demanded by the Developer and the same shall be borne and paid by all the Purchasers of the flats in proportion to the area of respective flats;
- (b) The Flat Purchaser agrees to pay to the Developer within 7 days on demand the Flat Purchaser's Share of such deposit;
- (c) The Development and/or betterment charges or other levy by the concerned local authority, Government and/or any other public authority in respect of the said property and/or buildings along with all the purchasers of flats in the Building in proportion to the area of their respective premises.

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(d) Any default in making payment of the amounts due under (a) to (c) above will be deemed to be a default and breach of this Agreement on the part of the Flat Purchaser and will result in the termination of this Agreement and forfeiture of the moneys paid under these presents.

29.1 The Developer or any person or persons nominated by the Developer or the party/s to whom the rights concerned are assigned shall have an absolute right to make additions, put up additional structures as may be permitted by the Municipal Corporation and other competent Authority and such additions, alterations and structures will be the sole property of the Developer or their nominee or nominees as the case may be who will be entitled to dispose off the same in any way they choose and the Flat Purchaser hereby consents to the same. The Developer and/or their nominee or assigns shall be entitled to display advertisements or hoardings or sign boards or neon signs on any portion of the compound comprised in the said premises including the terrace walls, parapet walls, dead wall and compound walls and shall be exclusively entitled to the income that may be derived by display of the said advertisements or hoardings at all times hereafter. The Developer and/or their nominees or assigns shall also be entitled to install_____ and _____ on the Terrace of the buildings and to appropriate the entire income or consideration in respect thereof for themselves. The Agreement with the Flat Purchaser in the said building shall be subject to the aforesaid rights of the Developer or their nominee or nominees or assignees and the Flat Purchaser shall not be entitled to raise any objection or to any reduction in the price of the Flat/parkings agreed to be acquired by him/her/them/itself and/or compensation or damages on the ground of inconvenience or any other ground whatsoever AND IT IS HEREBY AGREED that the Developer shall be entitled to nominate any other person or persons to obtain the benefit of the rights and interest conferred by this clause or to assign such benefits, rights and interest in favour of other persons. Such nominee or assignee shall be admitted as member/s of the said Co-operative Society, to whom the said Building will be transferred in pursuance of the provisions hereinafter contained provided further that neither of the Flat Purchasers or the Society, shall be entitled to charge the Developer and/or its

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nominee or assignees any amount by way of maintenance or otherwise in respect of the rights and benefits conferred upon them by this clause.

29.2 The Developer shall earmark parking spaces (open, or on the parking floors or in the stilt or basement) of the Proposed Building for exclusive use thereof by certain acquirers of the premises in the Proposed Building depending on availability as the Developer has been authorised to do so by the said Society under the said Redevelopment Documents. The Developer shall make reasonable endeavours to ensure that the said Society shall confirm such earmarking of parking spaces by the Developer in the Proposed Building. The Purchaser/s agree that the Developer shall be entitled to do such earmarking at its discretion and the Purchaser/s hereby accept/s the decisions taken by the Developer in relation to such earmarking of car parking spaces. The Developer will be allotting [____] number of parking space/s along with the said Flat to the Purchaser/s.

29.3 Notwithstanding what is stated in Clause 29 above, the Purchaser/s acknowledge/s and understand/s that majority of the car parking spaces that will be provided for in the Proposed Building shall be in the form of an automated mechanical pit or tower parking system or any other form of automated or mechanical parking wherein, there may be or may not be any specific identified spot/place which may be earmarked for a particular occupant of premises in the Proposed Building and which shall be designed to minimize the area and/or volume required for parking cars (hereinafter referred to as “**the Mechanical Parking**”). The Purchaser/s is/are aware that such Mechanical Parking involves operation of an automated machine for parking and removing cars from the Mechanical Parking system and the same could be time-consuming and the Purchaser/s acknowledge/s that the Purchaser/s has/have no objection to the same. The Purchaser/s is/are aware that such Mechanical Parking may also require a valet system by appointment of qualified drivers, for ease of parking and removing of vehicles from the parking slots in the Mechanical Parking system. Purchaser/s hereby confirm/s that the Purchaser/s has/have no objection to the same and that the Purchaser/s shall not park his/her/their car/s at any other place in the Proposed Building. The Purchaser/s hereby agree/s and undertake/s that the

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Purchaser/s shall bear the costs and expenses of the maintenance of such Mechanical Parking system or also keep such valet parking facility at his/her/their costs for parking or removal of cars from the Mechanical Parking system. The Purchaser/s shall not refuse to bear such costs and/or expenses on the ground of non-utilisation of such Mechanical Parking system or valet parking facility or on any other ground whatsoever and howsoever arising. For the effective management of parking spaces in the said Building and in order to avoid any later disputes, the Developer shall earmark parking spaces (open, in the podium or in the stilt) of the said Building for exclusive use thereof by certain acquirers of premises in the said Building or on the said Plot depending on availability. The Purchaser/s agree that the Developer shall be entitled to do such earmarking at its discretion and the Purchaser/s hereby accept/s the decisions taken by the Developer in relation to such earmarking of car parking spaces. The Purchaser/s further agree/s and undertake/s that pursuant to formation and registration of the Proposed Legal Entity and admission of the Purchaser/s to the Proposed Legal Entity as member/s thereof, the Purchaser/s shall cast his/her/their votes in the first general meeting or shareholders' meeting, as the case may be, of the Proposed Legal Entity in favour of approving such car parking earmarking as done by the Developer so that the respective person/s in whose favour the Developer has/have earmarked the car parking spaces, will be allotted such respective car parking space/s by the Proposed Legal Entity for exclusive use along with rights of transferability in respect thereof.

30.(i)The Developer hereby declares that they are presently constructing the proposed building as per the floor space index available in respect of the said property and if, however, there is any increase in floor space index available in respect of the said property or in the event of the Developer proposing to avail of any additional FSI as may be permitted to be consumed by availing of any other provisions of Development Control and Promotion Regulation 2034 (DCPR 2034), the Developer alone shall be entitled to utilize such additional floor space index by constructing additional floor/s on the said building as may be approved by the local authority or Government of Maharashtra or other competent authority. The residual F.S.I. if any, in the said property available but not sanctioned will be available to the Developer even after the registration of the society as well as the transfer of the said property and building and the Developer will be entitled to utilize the same by constructing on the said property. The Flat Purchaser agree/s and undertake/s to permit and give the Developer all facilities

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for making any additions, alterations or to put up any additional structures or floors, on the said property even after the said society or limited company is formed and registered to enable the entire FSI and or other benefit being utilized by the Developer on the said property. The Flat Purchasers /Purchaser will not be entitled to any rebate and/or charge for alteration and additions made in the said Building.

ii) It is hereby expressly clarified, agreed and understood between the parties hereto that:

- a) The Developer is entitled to use the available FSI and T.D.R., for construction of the building/s on the said Property.
- b) The entire unconsumed and residual F.S.I. and T.D.R., if any in respect of the said Property and the entire increased, additional and extra F.S.I. which may be available at any time hereafter in respect thereof for any reason whatsoever including because of change in the status, D. P. Plan, Rules, Regulations and bye-laws governing the FSI as also the F.S.I. which may be available as aforesaid on any account or due to any reason whatsoever, including on account of handing over to the Government or the Municipality any set back area, and/or due to any change in law, rules or regulations, shall absolutely and exclusively belong to and be available to Developer and neither the Flat Purchaser herein, nor the Organization of Flat Purchasers shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity;
- c) The Developer, shall have the full right, absolute authority and unfettered discretion to use, utilize and consume the aforesaid FSI and TDR respectively for constructing any new and additional structures and floors thereon, and/or otherwise howsoever, as the Developer may desire and deem fit and proper and as may be legally permitted, whether now or at any time in future. It is expressly agreed that in case of vertical expansion of the said building by way of additional floor/s, the Developer shall be entitled to shift the water tank/s, dish antenna/s,

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relay station for cellular and satellite communications etc., either over and above such additional floors and/ or extension or such other place/s as the Developer may deem fit and proper. In the event of separate Buildings to be constructed in the property the Developer shall be entitled to shift and relocate the compulsory open space, recreation grounds etc. and the Flat Purchaser does hereby irrevocably authorize the Developer in that regard and agrees not object to any modification and amendments to the layout plans as may be required by Developer to consume the additional FSI/TDR on the said property.

- d) All such new and additional tenements, Flats, premises buildings and structures shall absolutely and exclusively belong to the Developer , and neither the Flat Purchaser herein, nor the Common Organization of Flat Purchasers shall have or claim any rights, title, benefits or interests whatsoever in respect thereof, and the Developer shall be entitled to deal with, sell, let or otherwise dispose of and transfer the same in any manner, to any person/party of its choice, for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, and neither the Flat Purchaser nor the Common Organization shall raise any dispute or objection thereto and the Flat Purchaser hereby grants his/her/their irrevocable consent to the same;
- e) The Common Organization of Flat Purchaser shall admit as its members all Purchaser/s of such new and additional Flats/premises/tenements whenever constructed on the said building or on the said property as the case may be.
- f) The Developer shall be entitled to grant any Right of Way or license of any right through, over or under the said property to any person or party including occupant, Purchaser/s or person entitled to any area or areas in any building(s) which may be construction by the Developer on the said property or any other adjoining property or properties to the said property or to any other person as the Developer may desire or deem fit.

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31. DATE OF POSSESSION OF THE SAID FLAT:

The Developer agrees to offer to hand over possession of the said Flat to the Purchaser/s in the said Building on or before[_____] , subject to:

- (a) easy availability of cement, steel and other building materials; and
- (b) any conditions beyond the reasonable control of the Developer, including acts of God like earthquake, perils of the sea or air, fire, flood, or any drought, explosion, sabotage or there is any lock-down (partial or otherwise) or pandemic or epidemic or any notification issued under the Disaster Management Act or Epidemic Act or any other statute etc.; and
- (c) if there are riots, bandhs, strikes and/or labour unrest and in consequence whereof and the construction on the said property or in the neighborhood or Nation wide Bandh is called which could be adversely affected; and
- (d) geological, subsurface ground conditions as a result of which construction, development on the said property and construction on and development of the said property is delayed or no longer financially or technically viable; and
- (e) any disruptions, challenges and placement of legal and traditional impediments by third parties notwithstanding the granting of any and all approvals by the concerned authorities which delays or materially adversely affects the implementation of the construction activities on the said Plot; and
- (f) any reasons like war, civil commotion, acts of criminals or of public enemy, insurrection, blockade, embargo terrorism, etc. in consequence whereof the construction activities on the said Plot could be adversely affected; and
- (g) any embargo, notice, order, rule or notification of the Government and/or any other public body or authority or of the Court and/or any Act or Ordinance in consequence whereof construction activities on the said Plot could be adversely affected; and

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- (h) act of enemy, riots, civil commotion, or war or any court order or government notification, circular or order or subject to delay by the MCGM for approval of plans, grant of Occupancy Certificate (O.C.) or part occupancy certificate, or subject to delay in the grant of water, sewerage, electric, cable connection or any other service or any other cause, beyond the control of the Developer.
- (i) The date of delivery of possession of the said Flat is subject to certain terms as more particularly specified in the preceding Clause [and even after extension of the date of possession as stated in the preceding Clause, the Developer is unable to or fails to give possession of the said Flat or license to enter the said Flat to the Purchaser/s, then and in such an event, the Purchaser/s shall at his/her/their discretion be entitled either *(i)* to continue with the arrangement as recorded this Agreement and receive a compensation in the form of liquidated damages from the Developer to be calculated on a monthly basis at the Agreed Interest Rate on the amount of Purchase Price that is till then paid by the Purchaser/s to the Developer and received by the Developer, from the extended date of delivery of possession (extended due to any of the factors set out hereof) till the date of offer of possession by the Developer to the Purchaser/s; or in the alternative; *(ii)* to give notice to the Developer, terminating thereby this Agreement, in which event, the Developer shall refund to the Purchaser/s the amount of Purchase Price (but not any taxes, levies, charges, stamp duty, registration fees, brokerage, interest at Agreed Interest Rate on unpaid/delayed payments etc. or any other amounts, that may have been paid by the Purchaser/s) till then received by the Developer from the Purchaser/s hereunder together with interest at the Agreed Interest Rate from the date of receipt by the Developer of such amounts of Purchase Price from the Purchaser/s till the date of refund thereof to the Purchaser/s. It is clarified that the Developer shall not be liable to pay or refund to the Purchaser/s any additional amount/s, either as liquidated damages or costs, charges, expenses the event of such termination. It is further clarified that in the event if the provisions of this Clause are applicable and in such an event, if the Purchaser/s once exercises the option to continue with this Agreement (and not to terminate it), then the

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Purchaser/s shall subsequently not be entitled to exercise the alternative option to terminate this Agreement, regardless of the further period of delay in the delivery of possession of the said Flat.

32. The refund to be made by the Developer to the Purchaser/s pursuant to the aforesaid Clause shall be made by the Developer to the Purchaser/s within a period of 30 (thirty) days from the date when the Purchaser/s terminate/s this Agreement/s. In case of termination by the Purchaser/s as provided in the preceding Clause, upon the aforesaid payment/s being made by the Developer to the Purchaser/s, neither Party shall have any claim against the other, either in the Developer’s sole and absolute discretion, without any reference and/or recourse to the Purchaser/s. It is clarified that in case of termination by the Purchaser/s as provided in this Clause, in the event if the Developer finds a willing buyer/purchaser to acquire the said Flat prior to the refund to the Purchaser/s under this Clause, then the Developer shall be entitled to sell the said Flat to such new buyer/purchaser but the Purchaser/s shall have a charge on the amounts receivable by the Developer from the new purchaser/acquirer to the extent of the amounts receivable by the Purchaser/s under this Clause their sole and absolute discretion, without any reference and/or recourse to the Purchaser/s.

(i) Save and except as provided herein, the Purchaser/s shall not be entitled to withdraw from this Agreement or terminate this Agreement

33. It is further agreed by the Flat Purchaser that they shall not at any time either at the time of carrying out the interior works or otherwise make any changes in the facade elements or elements supporting facade, that the window above the ledge should be retained to avoid leakage in side of the said Premises and that the gap between the ledge and structural glazing should not be closed and that there should not be any change in this regard, there should not be any tampering for the existing services like plumbing, electrical, etc in the service duct areas, there should not be any tampering to any R.C.C. members like columns, beams, slabs, etc., there should not be any tampering of the smoke

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seal, no work is allowed in the Electrical or Plumbing duct under any circumstances and breach of the same will result in termination of this Agreement. The Flat Purchaser shall only cover the windows with safety grills in the manner, specification and design as suggested by the Developer and as per the sample already placed on the site. The Flat Purchaser will not make any changes in the common areas of the Building and any such act will constitute a breach of this Agreement.

34. The Flat Purchaser shall at his own costs carry out all internal repairs of the said premises and maintain it in the same condition, state and order in which it was delivered to the Flat Purchaser and shall not do or suffer to be done anything in or to the said premises which may be against any rules, regulations and bye-laws of the concerned local authority or other public authorities and the Flat Purchaser shall be responsible to the concerned Local Authorities and/or the other public authorities for anything so done in connection with the said Building and/or the said premises and shall be liable for the consequences thereof.
35. The Flat Purchaser shall not do or permit to be done any act, deed, matter or thing which may render void or voidable any insurance of the building in which the said premises are situated or cause any increased premium to be payable in respect thereof. The Flat Purchaser shall not decorate the exterior of his/her/its/their Flat otherwise than in the manner agreed to with the Developer or in the manner as far as may be in which the same was previously decorated.
36. The Flat Purchaser shall not throw dirt, rubbish, rags or refuse or otherwise permit the same to be thrown in any portion of the Building or the compound in which the said premises are situated.
37. (a) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said premises or of the said plot and building or any part thereof. The Flat Purchaser shall have no claim save and except in respect of the premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, stair cases, terraces, recreation spaces, etc. will remain the property of the Developer. It is agreed that the Flat Purchaser will have no

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objection if the Developer decides to allot any portion under the stilt or in the basement to the persons not being the Purchasers of the premises in the said building. The Flat Purchaser and the Proposed Society shall admit the said Purchaser as their nominal members. The Flat Purchaser will not take any objection if the Prospective purchaser enclose or cover their respective portion under the stilt subject to necessary permission from Municipal Corporation or other concerned authorities;

- (b) Nothing contained in these presents shall be construed to confer upon the Flat Purchaser any right, title or interest of any kind whatsoever into or over the said buildings or land or common areas or any part thereof or any part of the said property and such conferment shall take place only on the execution of the Deed of Lease /Conveyance hereinafter mentioned in favor of the co-operative Society of the Flat Purchaser of different flats/ parking spaces in the building as hereinafter stated;
- (c) The parking space if reserved for the Flat Purchaser will be subject to the rules and regulations as may be framed by the Maharashtra Co-operative Societies Act, 1960 of Flat Purchaser and the Flat Purchaser will be required to abide with all such rules, regulations and directions as may be imposed by the Co-operative society of Flat Purchaser.
- (d) The Flat Purchaser is also aware that the Developer has already allotted to some other Purchaser/s as and by way of an additional amenity the exclusive right to park vehicles / cars in the open space passed for parking vehicles, basement, separate access to basement, stilt, lobby kiosk and terrace areas shown in the plan hereto. A list of such exclusive rights which has already been given to the Flat Purchaser and the Flat Purchaser herein hereby unconditionally accepts and confirms the same and agrees not to oppose the grant of such exclusive rights of use at any time hereafter and specifically agrees to vote in favour of creation of such exclusive rights if at any stage any voting takes place on a resolution passed in this regard at any meeting at the time or after the formation of the society or other body in the meeting of the society or otherwise, whether General Body Meeting or of any Managing Committee in respect thereof or otherwise in any manner whatsoever

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including by circular resolution. These exclusive rights for use and parking as afore stated are both inheritable and transferable and will stand attached to the said premises the same being an amenity and the same shall not be transferred by the Flat Purchaser otherwise than with the transfer of the said premises or to such other member or holder of premises in the building which thereupon will be treated as an amenity attached to the Transferee’s premises. The Flat Purchaser agrees and undertakes to support any further exclusive rights to park that may be created by the Developer herein in favour of the Purchaser/s of Flats which may be hereinafter made without any objection whatsoever and also agrees and undertakes not to object to and to specifically vote in favour of such exclusive rights in any resolutions that may be put up for passing in the General Body Meetings or Managing Committee Meeting of the society or other body in the meeting of the society or otherwise in any other meeting. The Flat Purchaser is aware that specifically relying on the aforesaid assurances and undertakings, the Flat Purchaser is specifically granted exclusive rights to park/use as and by way of an additional amenity as stated herein. The Agreement shall be treated as an irrevocable consent to the Developer granting such exclusive rights to Flat purchasers. Agreed further that the irrevocable consent given herein shall be treated as an affirmative vote of the Flat Purchaser and the Flat Purchaser would be deemed to have assented to any resolution put up by the society or Managing Committee or body referred to hereinabove.

- 38. The Flat Purchaser agrees not to transfer, assign, or part with his/her interest in the said premises until the payment of the entire purchase consideration hereunder and after obtaining the prior written consent of the Developer.
- 39. The Flat Purchaser and person to whom the said premises are let, sub-let, transferred, assigned or given possession of, shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the Developer and/or the Co-operative Society as the case may be, require for safeguarding the interests of the Developer and/or of the other purchasers of the premises in the building, in keeping with the provisions of the Agreements.

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40. The Flat Purchaser and the persons to whom the said premises are sub-let, let, transferred, assigned or given possession of shall duly and faithfully abide by, observe and perform all the rules, bye-laws and regulations which the Co-operative Society at the time of registration may adopt, and the additions, alterations or amendments thereof for the protection and maintenance of the said building the said premises and other portions therein and for the observance and carrying out of the Building rules and regulations and the bye-laws for the time being of the Municipality and to the local authorities and of the Government and other public Bodies. The Flat Purchaser and the person to whom the said premises are let, transferred, assigned or given possession of, shall duly and faithfully abide by, observe and perform all the stipulations and conditions laid down by such co-operative society regarding the occupation and use of the Building and/or the premises therein and shall pay and contribute regularly and punctually towards the taxes, expenses and the other outgoings under any head and of any nature whatsoever in accordance with the terms of this Agreement.
41. (a) The Flat Purchaser hereby agrees and undertakes to become and be a member of the Co-operative Society or Association to be formed in the manner herein appearing and also from time to time to sign and execute the application for registration and for membership and other papers and documents necessary for the formation, and the Registration of the Co-operative Society and for becoming a member including the bye-laws of the proposed Co-operative Society within 4 (four) days of the same being forwarded by the Developer to the Flat Purchaser and no objection shall be taken by the Purchaser, if any changes or alterations or amendments or modification are made in the draft bye-laws as may be required by the Registrar of the Co-operative Societies or any other Competent Authority or by the Developer . The Flat Purchaser shall be bound from time to time to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time for safeguarding the interest of the Developer and/or the other Flat Purchasers of the said other premises in the said Building or in the said compound;

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- (b) No objection shall be taken by the Flat Purchaser, if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative societies or any other Competent Authority;
- (c) That the Society shall always be known as " _____ " if so approved by Registrar of Co-operative Societies or such other name as may be approved by the Developer and the name of the Co-operative Society or Limited Company or Condominium of Apartments to be formed shall bear the said name and this name shall not be changed without the written permission of the Developer;
42. The Flat Purchaser hereby covenants that from the date of possession he/she shall keep the said premises the walls and partition walls, sewers, drains, pipes and appurtenances thereto belonging to him/her in good condition and tenantable repair and conditions and protect the parts of the building other than his/her/its/their premises and shall abide by all bye-laws, rules and regulations of the Government, Municipal Corporation, Electric Supply Company and/or any other authorities and local bodies and shall attend, answer and be responsible for all actions for violations of any such conditions or rules or bye-laws.
43. The Flat Purchaser along with the other Flat Purchasers who take or have taken the other premises in the said building being constructed by the Developer in the said property shall become member of a Co-operative Society to be incorporated or formed by the Developer as the case may be and on the Deed of Lease or Conveyance or such other Assurance being executed in respect of the said property, the rights of the said Flat Purchaser will be recognized and regulated, by the provisions of the said Co-operative Society and the rules and regulations formed by the said Society, but subject to the terms of this Agreement. The Flat Purchaser is aware that once more than 51% of Flat/premises in the buildings are sold and the entire consideration in respect thereof received by the Developer , the Flat Purchaser will be required to subscribe to the Society and/or such other Association of Flat Holders as may be proposed to be formed and for the said purpose will fully co-operate with the Developer and execute all forms, declarations, applications and documents as may be required in the matter.

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44. On the completion of the said building and other structure and the entire Development of the said property described in the First Schedule hereunder written including with that of any other adjoining properties as may have been amalgamated and merged with the said property and on receipt of by the Developer of the full payment of all the amounts due to them by all the Flat Purchasers of the said premises in the said Building and other structures (if permitted) and after the receipt of the Occupation Certificate of all the Buildings, the Flat Purchasers shall co-operate with the Developer in forming and registering a Co-operative Society, (in the event of such Society or Association, not till then having been formed) the rights of members of such Co-operative Society being subject to the rights of the Developer under this Agreement and the Deed of Lease or Conveyance or such other Assurance in respect of the said property and as may be decided by the Developer to be executed in pursuance thereof. When the Co-operative Society is registered and all the amount due and payable to the Developer are paid in full as aforesaid and the development of the said property is completed in all respects including the issue of the Building Completion Certificate, the Developer shall within three months thereafter either execute a Deed of Lease/Conveyance and other necessary assurances of the said building with land appurtenant thereto being the said property described in the First Schedule hereunder written in favor of the Co-operative Society along with a suitable provision for use of the internal roads as a means of access to the land it being agreed that such Deed of Lease and the other necessary assurances shall be in keeping with the terms and provisions of this Agreement. The Developer shall alone decide whether Deed of Lease or a Deed of Conveyance in respect of the said property or portion thereof being the building and appurtenant land will be executed in favour of the Co-operative Society and as to how and in what manner the infrastructure including the common utility areas are to be used by the various Flat Purchasers and members of the Ultimate Body or Organization.
45. In the event of the Co-operative Society being formed and registered before the sale and disposal by the Developer of all the premises in such building and in the compound, the powers and authority of the Co-operative society so formed or of the Flat Purchaser and the Flat Purchasers of the premises shall

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be subject to the overall authority and control of the Developer in respect of any of the matters concerning the said building, the construction and completion thereof and of all amenities pertaining to the same and in particular the Developer shall have absolute authority and control as regards the unsold premises and the disposal thereof. The Developer of the said unsold premises will also be entitled for membership of the Society on payment of the entrance fee and share subscription fee and the Society shall not be entitled to levy any premium or transfer charge while admitting the said Developer as members. The Society shall also not be entitled to seek any contribution from the Developer towards maintenance charges in respect of the unsold Flat and premises in the event of the Developer handing over management of the Building to the Society prior to sale of all the premises.

46. (a) The Stamp Duty and Registration Charges and all other out of pocket expenses of and incidental to this agreement shall be borne and paid by Flat Purchaser alone and this Agreement shall be lodged for Registration by the Flat Purchaser within the time prescribed under law and the Developer will attend the Sub-Registry Office and admit the execution thereof after the Flat Purchaser informs them the date and Serial Number under which it is lodged for registration. If the Flat Purchaser fail/s to lodge this Agreement for Registration within the time prescribed by law, the Developer shall not be responsible for the same or for any consequences arising from non- registration of the Agreement for any reason whatsoever. The Flat Purchaser shall also be liable to bear and pay the proportionate stamp duty and registration charges that may be payable on the said Deed of Lease/Conveyance as the case may be. The Flat Purchaser will deposit with the Developer the necessary amount for the purpose whenever demanded and in any event before he/she/it/they is/are put in possession of the said premises;
- (b) The Flat Purchaser hereby agrees to pay on demand the Flat Purchaser's Share of Stamp Duty and Registration Charges, Payable, if any, by the said Society on the Assignment or any other document or instrument of transfer in respect of the said Real Estate Project land and buildings to be executed in favor of the Society.

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47. In the event of the Society of Flat Purchasers being formed and registered before the Sale and disposal by the Developer all the flats, , parking spaces, shops in the said building, the power and authority of the Society shall be subject to the overall control and authority of the Developer in respect of any of the matter concerning the said property and/or the said building, the construction and completion thereof and all the amenities appertaining to the same and in particular the Developer shall have absolute authority and control as regards the unsold flats, terrace, parking spaces (Open or Covered) and any other premises and the disposal thereof and the consideration for which the same shall be disposed off. It is further agreed that the Developer of the said unsold premises shall be admitted as members of the Society without levy of any premium or transfer fee. The Society in such event will only be entitled to levy share subscription amounts and membership application fee.
48. All letters, receipts and/or notices issued by the Developer dispatched under Certificate of Posting or Electronic Mail to the address known to them of the Flat Purchaser shall be sufficient proof of the receipt of the same by the Flat Purchaser and shall completely and effectually discharge the Developer. In the event of Joint Flat Purchaser or Purchasers the communication addressed to the Flat Purchaser/Purchaser whose name appears first shall for all intents and purposes be considered as properly sent to the Flat Purchasers/Purchasers.
49. The Agreement shall always be subject to the provisions contained in the Maharashtra Co-operative Societies Act, 1960 and Maharashtra Ownership Flats Act, 1963 or any modification, amendments or re-enactments thereof for the time being in force and the provisions of the Real Estate (Regulation and Development Act, 2016) the Maharashtra Real Estate Rules, 2017 or any modification, amendments or re-enactments thereof for the time being in force or any other provisions of laws applicable thereto.
50. Any delay tolerated or indulgence shown by the Developer in enforcing the terms and conditions of this Agreement or any forbearance or of giving of time to the Flat Purchaser by the Developer shall not be construed as waiver on the part of the Developer of any breach of or non- observance or compliance of

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any of the terms and conditions of this Agreement by the Flat Purchaser nor shall the same in any manner prejudice the rights of the Developer.

51. (i) Any tax as a sale or otherwise in whatever form either as a whole or in part or any inputs or labour or material or equipment used or supplied in execution of or in connection with this transaction including tax/charges/G.S.T .etc. shall be payable by the Flat Purchaser along with payment of each installment and/or on demand and the Developer shall not be held liable or responsible in respect of non payment thereof. In the event of onus and responsibility being cast upon the Developer to pay any such tax or charge or G.S.T including as may be levied on the labour charges it shall be the obligation of the Flat Purchaser to pay the same to the Developer who shall thereafter pay the same to the Concerned Authority. The Developer, agrees to pay such Tax, charges and/or G.S.T. as may be payable and levied by the Concerned Authorities. The Flat Purchaser shall forthwith on demand pay to the Developer the amounts payable by the Flat Purchaser in Order to enable the Developer to pay the same to the Concerned Authorities and any other or further amounts payable by the Flat Purchaser and the Flat Purchaser shall pay the same without any protest and there shall be a charge on the said premises for such unpaid amounts (without prejudice to any other rights that may be available to the Developer). Failure to pay to the Developer the Tax/charges/GST applicable shall be deemed to be a default in payment of amount due under this Agreement. The Flat Purchaser hereby indemnifies and agrees to keep the Developer indemnified for all times against any loss or damage or penalty or prosecution that may be occasioned to the Developer on account of the Flat Purchaser failing to pay to the Developer on demand the amount payable by the Flat Purchaser towards the said taxes as provided hereinabove.
- (ii) In the event of the Flat Purchaser being required to deduct any TDS in respect of the payment of the Purchase consideration under this Agreement under the Income Tax Provisions as may be applicable, the Flat Purchaser on deduction will promptly pay the same in the Income Tax Treasury and will within 15 days therefrom furnish to the

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Developer the requisite Tax Deduction Certificate failing which the same will be treated as a breach of this Agreement and result in the consequences thereof.

52. All prevailing costs, charges and expenses including stamp duty and registration Charges of this agreement shall be borne and paid by the Flat Purchaser alone. The Flat Purchaser is an Investor as defined under Article-5 (g-a) (ii). In the event of assignment/transfer of the said flat within the stipulated period the Flat Purchaser as an Investor may be entitled to adjust the stamp duty as provided in the said article and subject to the provisions of the Maharashtra Stamp Act, 1950.
53. The Flat Purchaser hereby declares that he/she/it they has/have gone through along with his Advocates and/or Legal Advisor the Agreement and all the documents related to the said Premises purchased by him/her/them and has expressly understood the contents, terms and conditions of the same and the Developer after being fully satisfied with the contents has entered into this agreement.
54. **Dispute Resolution:**
- (a) any dispute, controversy, claim or disagreement of any kind whatsoever between or among the Parties in connection with or arising out of this Agreement or the breach, termination or invalidity thereof shall be referred to and finally resolved by arbitration. The invoking of arbitration in case of a Dispute shall not affect the termination of this Agreement (if terminated in accordance with the provisions hereof). The seat of the arbitration shall be Mumbai, India and the arbitration proceedings shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory re-enactment thereof in force in India at the time such arbitration is commenced. The arbitration proceedings shall be conducted by a sole arbitrator to be mutually appointed by the Parties and failing such mutual agreement on the appointment, the sole arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The language of the arbitration proceedings shall be English. The award rendered by the Tribunal shall

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be in writing and shall set out the reasons for the arbitral tribunal's decision. The award shall allocate or apportion the costs of the arbitration, as the Tribunal deems fair. The Parties agree that the arbitration award shall be final and binding on the Parties.

- (b) **Jurisdiction** : the Courts in Mumbai shall have exclusive jurisdiction to try and entertain all disputes between the Parties hereto arising out of this Agreement or otherwise pertaining to the said Premises.
- (c) **No Demise or Grant or Assignment** : The Purchaser/s shall have no right, title, interest, share, claim demand of any nature whatsoever and howsoever arising in to upon the said property and/or the said Building and/or otherwise howsoever against the Developer, save and except in respect of the said Flat. Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment in law, of the said property and/or the said Building and/or any part thereof.
- (d) **No Waiver** : Any delay or indulgence shown by the Developer in enforcing the terms of agreement or any forbearance or giving of time to the Purchaser/s shall not be constructed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice any rights of the Developer hereunder or in law.
- (e) **Enforceability** : Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement should be prohibited or rendered invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any unenforceable provision or provision which is ineffective or invalid under the applicable law shall be replaced and substituted by the Parties acting in good faith, by a provision which most nearly reflects the Parties' intent in entering into such unenforceable provision or provision which is ineffective or invalid under the applicable law.

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- (f) **Entire Agreement** : The Parties hereto acknowledge, declare and confirm that this Agreement represents the entire and only agreement between themselves regarding the subject matter hereof and no modifications hereto shall be valid and binding unless the same are reduced to writing and signed by both the Parties.
- (g) **Headings** : The headings, subheadings, titles, subtitles used for the Clauses under this Agreement are only for the sake of convenience and easy identification of the provisions and headings, subheadings, titles, subtitles to Clauses, Sub-Clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the Schedules and Annexures hereto and shall be ignored in construing and interpreting the same

2. Consideration

The Flat Purchaser/s agrees to purchase from the Promoter and the Promoter agrees to sell to the Flat Purchaser/s a flat bearing no. [___] on the [___] floor in the [___] wing admeasuring [___] sq. ft. (carpet area) in "[●]" ("**Flat**") as shown in the floor plan thereof hereto annexed and marked **Annexure "5"** alongwith a stilt car parking space bearing no. [___] ("**Parking Space**"), [the Flat and the Parking Space (wherever applicable) are hereinafter collectively referred to as "**Premises**"], for the price of Rs. [_____] (Rupees _____ Only) ("**Consideration**") including the proportionate price of the common areas and facilities appurtenant to the Flat. The Sale Price shall be exclusive of all taxes, levies, duties, cesses etc. All such taxes, levies, duties, cesses (*whether applicable/payable now or become applicable/payable in future*) including Goods & Services Tax ("**GST**") shall be borne and paid by the Flat Purchaser/s alone and the Promoter shall never be liable, responsible and/or required to bear, and/or pay the same or any part thereof. The nature, extent and description of the common/limited area and facilities are more particularly described in the list annexed hereto and marked **Annexure "6"**. The Premises agreed to be sold hereunder are more particularly described in the **Second Schedule** hereunder written.

The total consideration mentioned herein is escalation free save and except escalations and/or increases, due to increase on account of development charges payable to the competent authorities and / or any other increase in charges which may be levied or imposed by the competent authorities / local bodies / Government from time to time. The promoters undertake and agree that while raising the demand on the purchase (s) for increase in development charges, costs, or levies imposed by competent authorities / local bodies / Government

Promoter	Flat Purchaser/s

from time to time, etc., the Promoters shall enclose the said notification / order / rule / regulation published / issued in that behalf to that effect along with the demand letter raised on the Purchase(s).

The Purchase(s) agree and undertake that in the event of the Purchaser(s) availing for a financial assistance for payment of the consideration agreed to be paid herein, then the promoters(s) shall not in any way be liable or responsible for the repayment for the financial assistance / loan taken by the Purchaser(s). all cost in connection with the procurement of the financial assistance / loan and creation of a mortgage over the said flat and payment of charges to the bank or financial institutions in this connection shall be solely and exclusively borne and incurred by the Purchaser(s). Notwithstanding the provisions hereof, it is clarified that until all amounts payable hereunder have not been paid, the Promoters shall have a lien on the said Flat to which the Purchaser(s) has/have no objection and hereby waives his/her/their right to raise any objection in that regard.

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3. **Payment Schedule**

The Flat Purchaser/s shall pay to the Promoter the Consideration, without any delay and default, (timely payment of each installment being essence of the contract) in the following manner:

- (a) [] % (percent) being Rs. [] has been paid on or before execution of this Agreement (the receipt whereof the Promoter do hereby admit and acknowledge);
- (b) [] % (percent) upon construction of Plinth;
- (c) [] % (percent) upon laying of 1st slab;
- (d) [] % (percent) upon laying of 2nd slab;
- (e) [] % (percent) upon laying of 3rd slab;
- (f) [] % (percent) upon laying of 4th slab;
- (g) [] % (percent) upon laying of 5th slab;
- (h) [] % (percent) upon laying of 6th slab;
- (i) [] % (percent) upon laying of 7th slab;
- (j) [] % (percent) upon laying of 8th slab;
- (k) [] % (percent) upon laying of 9th slab;
- (l) [] % (percent) upon completion of plastering work; and
- (m) [] % (percent) upon possession¹.

4. **Inspection of Completion Premises**

It is agreed that any communication either orally or in writing by the Promoter to the Flat Purchaser/s for inspection of the said Property by the Flat Purchaser/s and/or about the completion of a particular stage of construction is sufficient and within 7 (Seven) days of such notice, the Flat Purchaser/s shall pay to the Promoter the requisite installment of the Consideration.

5. **Taxes**

The Flat Purchaser/s hereby undertakes to pay the amount of the GST and any other applicable taxes ('taxes') along with each installment. The Promoter shall not be bound to accept the payment of any installments unless the same is paid alongwith the amount of the GST applicable thereon and the Flat Purchaser/s shall be deemed to have committed a default in payment of amount due to the Promoter hereunder, if such payment is not made along with the GST amount. Provided further that if no account of any change/modification/amendment in the present statute or laws or rules and policies by the central government or the state government, any other taxes become payable hereafter on the amounts payable by the Flat Purchaser/s to the Promoter in respect of this Agreement and/or the GST levied is increased, the Flat Purchaser/s shall be solely and exclusively liable to bear and pay the same and the Flat Purchaser/s do and doth hereby agree and indemnify and keep indemnified the Promoter and its successor-in-title and assigns in respect thereof.

6. **Timeline to make Payment and Default Mechanism**

¹ Solicis Comment: Client to confirm

Promoter	Flat Purchaser/s

- 6.1 The Flat Purchaser/s agrees to pay to the Promoter the aforesaid instalments within 7 days from the date of demand by the Promoter. In the event the Flat Purchaser/s defaults in making such payment within the stipulated time line as mentioned hereinabove, the Flat Purchaser/s shall be liable to pay to the Promoter such amount which is due along with an interest which shall be the State Bank of India highest Marginal Cost of Lending Rate plus 2 (Two) percent on all the delayed payments which become due and payable by the Flat Purchaser/s under this Agreement from the date the said amount is payable by the Flat Purchaser/s till realization of the same. The Promoter shall in respect of any amount remaining unpaid by the Flat Purchaser/s under the terms and conditions of this Agreement have a first lien and charge on the Flat agreed to be acquired by the Flat Purchaser/s.
- 6.2 In the event the Flat Purchaser/s defaults in paying the interest as contemplated in Clause 6.1 herein above, then in that case, the Promoter shall have the absolute right to rescind this Agreement.
- 6.3 On the Flat Purchaser/s committing default in payment of any instalment due and payable by the Flat Purchaser/s to the Promoter (including his/her/their proportionate share of taxes, rates, cesses, other charges and all other outgoings) under this Agreement, and/or the Flat Purchaser/s committing breach of any of the terms herein contained, the Promoter shall be at liberty to terminate this Agreement by giving 15 (Fifteen) days prior notice in writing. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Flat Purchaser/s the amount of instalments of Consideration in respect of the Flat which may till then have been paid by the Flat Purchaser/s to the Promoter without any interest, within 30 (Thirty) days of such termination, after forfeiting a minimum of [____]% (*Upto Token Amount as a general market practice*) of the Consideration amount or a minimum of [____]% of the Consideration in case any brokerage being paid with respect to the sale of the Flat. Further, the Promoter shall not be liable to reimburse to the Flat Purchaser/s any Government Charges such as stamp duty, registration charges GST etc. Upon the termination of this Agreement, under this clause, the Promoter shall be at liberty to sell the Premises to any other person of their choice and at such price as the Promoter may deem fit and the Flat Purchaser/s shall not object to the same.
- 6.4 The Purchaser(s) declares and affirms that in case of joint allotment, failure to pay by anyone shall be deemed as failure to pay by all and all Purchaser(s) shall be treated as one single person/entity for the purpose of this Agreement and all shall be liable for the consequences jointly as well as severally.

7. Compliance

- 7.1 The Promoter hereby agrees to observe perform and comply with all the terms, conditions, stipulations, and restrictions, if any, which may have been imposed by MHADA, or any other concerned authorities at the time of sanctioning the plans or thereafter and shall, before handing over possession of the Premises to the Flat Purchaser/s, obtain from the MHADA and/or concerned authorities occupancy certificate (OC) in respect thereof.
- 7.2 The Promoter shall construct the new building in accordance with the plans, designs and specifications approved by the MHADA and which has been seen

Promoter	Flat Purchaser/s

and approved by the Flat Purchaser/s. The Flat Purchaser/s agree that the Promoter is/will be entitled for any minor variations and modifications in the building plans and elevation of the building as the Promoter thinks appropriate or as may be required by MHADA which does not affect the area of the Flat.

8. Variation in Carpet Area/ Tolerance Limit:

The Flat Purchaser/s agree/s and confirm/s that there could be variation in the Carpet Area (RERA) of the completed Apartment on measurement thereof, to the extent of 3 (Three) percent of the Apartment as a result of construction/execution/finishing or measurement variances etc. The Flat Purchaser/s accept/s the same and agrees that he/she/they/it shall not claim any adjustment, or reduction, in the Purchase Price on account of such variation (if any). However, if the Carpet Area (RERA) of the constructed Apartment increases or decreases over and above the variation/tolerance referred above, the Purchase Price shall vary accordingly, that is: (i) if there is a reduction, the amount reduced shall be adjusted by Promoter at the time of offering possession of the Apartment, and (ii) if there is an increase, then the increased amount shall be payable by Flat Purchaser/s to the Promoter prior to taking possession of the Apartment. It is clarified that the payments to be made by the Promoter/Flat Purchaser/s, as the case may be, under this article, shall be made at the same rate per square meter on pro-rate/ proportionate basis tolerance limit.

9. Verification of Title by Flat Purchaser

The Flat Purchaser/s has made enquiries and is satisfied that the title of the Promoter to the said Property which is marketable and free from encumbrances and that the Promoter has the authority to develop the same. The Flat Purchaser/s has inspected the original title certificate issued by the Advocate of the Promoter. The Flat Purchaser/s has/have also checked the webpage of the Promoter and the Flat Purchaser/s is/are satisfied that the Promoter has obtained the necessary permissions, approvals required for development of the Property and that pursuant thereto, the Promoter herein is entitled to develop the Property.

10. Project Implementation

- 10.1 Till the entire scheme of development is completed, the Purchaser(S) shall not interfere in any manner in any work of development or construction and the Promoters alone shall have full control, infrastructure facilities, recreation facilities and/ or any other common areas/ facilities or the amenities to be provided in the said project and the purchaser shall have no right or interest in the enjoyment and control of the Promoters in this regard and shall not raise any claim/ dispute on grounds of inconvenience, nuisance or otherwise, the Purchaser having been fully made aware of the layout scheme of development at the time of execution of this Agreement and purchase of the said Premises.
- 10.2 The club house, gymnasium, swimming pool and other recreational facilities associated with the project whereof the who's Building forms a part will be developed in a phased manner and may not be operational usable at the time of handing over of possession of the said Premises to purchaser(S). The

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purchaser(S) has agreed not to claim or demand any discount or compensation or any other concession in respect for the same. Further at the sole discretion of the Promoters, any other allottee in the said Project will also be entitled to avail the benefits of all recreational facilities on the terms and conditions as may be stipulated by the promoters in this regard.

- 10.3 It is expressly and specifically agreed and confirmed by and between the parties hereto that at any time prior to the execution of the Deed of Assignment/ transfer of lease of the land, if F.S.I in respect of Larger Property is increased and the usage of T.D.R. becomes permissible on the Larger Property under the applicable law, then such beneficial increase in F.S.I and or such beneficial permission/ Loading of T.D.R. on the Project shall exclusively belong to and accrue for the sole benefit and enjoyment of the Promoters and the Promoters alone shall have the entire and exclusive benefit of such increase in the F.S.I and the beneficial use of the permitted T.D.R. which may be consumed on the Project. The Purchaser(s) hereby expressly and specifically agrees and confirm that he/she/they shall not have any right, title interest and claim of whatsoever nature over the further increase in F.S.I of the Larger Property, which shall exclusively belong to the Promoters. The Promoters may; subject to provisions of the Act and the Rules, construct additional floor(s) on the building and/or at the sole discretion of the Promoters, generate appropriate certificate whereof with the approval of concern authority and utilize the same in any other Project or sale/transfer the same to any third party on such terms and conditions as the Promoters may deem fit.
- 10.4 In the event of the society being formed and registered before the sale and disposal by the promoters of all the premises in project, the promoters shall have absolute authority and control as regards the unsold premises and the disposal thereof. The Promoters shall be liable to pay only the municipal taxes at actual and no other charges in respect of the unsold Premises till one year the date of Occupation Certificate. Thereafter the promoters shall join in as the member in respect of such unsold premises as required under the Act and when such premises are sold to the person of the Promoter’s choice and at the discretion of the Promoters, the co-operative society shall admit as members, the purchasers of such premises without charging any premium or any other extra payments from them.

11. Amenities

The fittings and amenities to be provided by the Promoter in the new building/s and the Flat are those as set out in **Annexure "7"** hereto.

- 11.1 The Allottee/s has/have been informed and is aware that:

- a) all natural materials that are to be installed in the Project and/or the Apartment, and/or that form a part of the Apartment Amenities, including, marble, granite, natural timber etc., contain veins and grains with tonality differences, and their non-conformity, natural discoloration, or tonal differences/variations at the time of installation

Promoter	Flat Purchaser/s

will be unavoidable;

- b) the warranties of equipment, machinery and various other amenities, infrastructure and facilities installed by the Promoter in the Project and/or the Apartment shall have standard warranties provided by the manufacturer only and accordingly any defect in any such amenities, infrastructure, facilities, equipment, appliances, electronic items, etc., and/or the installation thereof, shall be rectified solely in accordance with the warranties provided by the system/equipment installer/manufacturer, and it
- c) is agreed and acknowledged that, beyond manufacturer warranties, comprehensive/non-comprehensive annual maintenance contracts shall be obtained by the Allottee/s or allottees and/or the Society, as the case may be; and,
- d) the amenities, facilities, infrastructure, equipment, appliances and electronic items installed and forming a part of the Apartment Amenities or Common Areas & Amenities or Limited Common Areas & Amenities, shall be maintained, serviced and repaired by authorized third party manufacturers, suppliers, dealers or maintenance providers who alone shall be appointed and engaged for such maintenance, service and repair etc. and if the same are maintained, serviced and repaired, and/or tampered with, in any manner by any person other than the authorized third party manufacturers, suppliers, dealers or maintenance providers, then the warranties in respect thereof shall or may be rendered void.

12. Possession Timeline and Termination

- 12.1 Upon completion of construction of the new building and receipt of the occupation certificate in respect thereof, the Promoter shall endeavour to put the Flat Purchaser/s in possession to occupy the Flat, which shall be on or before [●], and if construction of the new building/s is not completed on or before [●], then the Promoter shall complete construction of the new building/s within a further period of _____ months.
- 12.2 However, if the Promoter fails or neglects to give possession of the Flat purchaser and the Flat purchaser/s demand refund of the amounts paid by them to the Promoter, the Promoter shall be liable to refund to the Flat purchaser the amounts already received by him in respect of the Flat with interest, which shall be State Bank of India highest Marginal Cost of Lending Rate plus 2 (Two) percent from the date the Promoter received the sum till the date the amounts

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and interest thereon is repaid.

12.3 Alternatively, the Flat purchaser/s may by giving notice in writing elect to terminate this Agreement. Provided that such right to terminate shall be exercised by the Flat purchaser/s within a period of 90 (Ninety) days from the date of possession. In the event the letter of termination is not received by the Promoter within the said period of 90 (Ninety) days or is received after the said period of 90 days, the Flat purchaser/s shall, without the Promoter being liable to the Flat Purchaser/s, be deemed to have elected to continue with this Agreement and the Flat purchaser/s shall deemed to have waived their right to terminate this Agreement. In the event that the termination is done within 90 (Ninety) days from the date of possession the Promoter shall refund to the Flat purchaser/s the amounts already received by him in respect of the Flat with interest, which shall be State Bank of India highest Marginal Cost of Lending Rate plus 2 (Two) percent, from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

13. Force Majeure Events

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the Premises on the aforesaid date, if the completion of New Building/s in which the Flat is situated is delayed on account of: -

- a. Non-availability of Steel, Cement, other building material, water or electric supply;
- b. War, Civil commotion, earthquake, fire, flood, pandemic, terrorism, tempest, strike, protest or Acts of God;
- c. Any written or oral notice, order, rule, notification of the Government and/or other public or other competent authority or Court; or
- d. Delay by the authorities in giving requisite approvals;
- e. Any other force majeure event, which is beyond control of the Promoter (**"Force Majeure Events"**).

14. Flat Purchaser's obligations

- 13.1 The Flat Purchaser/s shall take possession of the Premises within [___] (_____) days of the Promoter procuring occupancy certificate and giving written notice to the Flat Purchaser/s intimating that the Premises is ready for use and occupation, provided that the Consideration along with interest and any other amounts, if any due and payable, has been paid by the Flat Purchaser/s.
- 13.2 The Flat Purchaser/s shall use the Flat or any part thereof or permit the same to be used only for the purpose of residence. Further, he/she/they shall use the Parking Space (if any) only for the purpose of parking vehicle and for no other purpose.
- 13.3 Commencing from [___] days after the date of receipt of OC as issued by MHADA for the new building/s and provided oral and/or written notice is given by the Promoter to the Flat Purchaser/s that the Flat is ready for use and occupation, irrespective of whether the Flat Purchaser/s takes possession of the Flat or not, the Flat Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the area of the Flat) of outgoings in respect of the

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Land and/or the New Building/s and/or the Flat namely local taxes, non-agricultural assessment, maintenance betterment charges or such other charges levied by the concerned local authority and/or Government including Bombay Municipal Corporation water charges, water, through tankers charges, insurance, common lights, all type of repairs, and salaries of clerks, gardener, chowkidars, sweepers and all other expenses necessary and incidental to the Management and Maintenance of the said Property. The Flat Purchaser/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the [●] day of each and every month in advance and shall not withhold the same for any reason whatsoever.

13.4 Amounts Payable by Flat Purchaser: The Flat Purchaser/s shall on or before delivery of possession of the Premises keep deposited with the Promoter, the following amounts:

- (a) Rs. _____/- for legal charges;
- (b) Rs. _____/- for share money/membership fees application entrance fee of the co-operative housing society /company/condominium;
- (c) Rs. _____/- for proportionate share of taxes and other charges;
- (d) Rs. _____/- towards deposit for electric meter/water meter and miscellaneous expenditure in that behalf;
- (e) Rs. _____/- towards the maintenance charges, water tax and property taxes on provisional basis; and
- (f) Rs. _____/- towards corpus fund/non-refundable deposit payable to the co-operative housing society/condominium/company.

13.5 It is clearly understood and agreed that it shall not be the obligation of the promoters to make the payment of the taxes and other outgoings payable to the concerned authorities unless and until the promoters have received the same from the purchasers of various flats/shops in the said project. The Promoters shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the premises and/ or the Buildings due to non-payment of taxes, electricity bills and/ or other dues etc. to the said authorities on account of default in making payments of the said taxes, electricity bills and/ or other dues etc. by the purchaser(s) and/ or other purchasers of the premises therein and/ or their failing to comply with their obligations under this agreement.

15. Member of Society: The Flat Purchaser/s herein shall be enrolled as members of the society within a period of 1 (One) month after receiving a written intimation thereof from the Promoter along with a photocopy of this Agreement duly stamped and registered and on payment of a sum of Rs. _____ (Rupees _____ Only) towards share money/membership fees application entrance fee of the co-operative housing society/company/condominium and Rs. _____ (Rupees _____ Only) towards corpus/non-refundable deposit to the co-

Promoter	Flat Purchaser/s

operative housing society/condominium/company. For the aforesaid purpose the Flat Purchaser/s, shall from time to time, sign and execute the application for membership and other papers and documents necessary for being member of such co-operative housing society PROVIDED HOWEVER that the Flat Purchaser/s shall be entitled to be enrolled as members of such co-operative housing society only after the Flat Purchaser/s has paid the full Consideration and all the amounts payable hereunder to the Promoter and/or any other authority/authorities.

16. Defects

The Promoter/Promoter shall be liable to rectify/repair any structural / Construction Defects or any defects on account of workmanship, quality in the Flat or the building in which the Flat is situated that will be pointed out by the Flat Purchaser/s for a period as prescribed under RERA. For the purpose of this Clause **“Construction Defects”** means defects in the materials used in the construction of the Project which would result in the failure of a component part thereof or result in damage thereto; and shall always exclude wear and tear, loss or damage due to a Force Majeure Events, minor changes/ cracks on account of any variation in temperature/weather, misuse, unauthorised or non-permitted alterations, renovations or repairs and loss or damage caused by any act, omission, negligence, and/or failure to undertake proper and effective care and maintenance as a prudent person would.

The Promoters will, at all times, be entitled to install the logos and /or put – up advertisements boards / hoarding etc. of the Promoter affiliates (hereinafter referred as the “displays”) with various devices (including electronic, laser and neon signs) in one or more places in the Buildings therein including, on open space/s, the terraces of the Building and / or any parts of the Buildings if it so desires at its own costs and expenses. The Promoters and/or affiliates will not be liable to make any payment of any nature to Purchaser(s) and/or the occupant/s of the other Premises in the Buildings and/or the co-operative society in respect of the displays.

17. Flats Purchaser’s Covenants

The Flat Purchaser/s for himself/themselves doth hereby covenant with the Promoter as follows:-

- (a) To maintain the Premises, at its own cost, in good and tenantable condition from the date, the Premises is taken in his possession and shall not do or suffered to be done anything in or to the building in which the Premises is situated, staircase or any passage, which may be against the rules, regulations or bye-laws or concerned local of any other authority or change/alter or make addition in or to the building in which the Premises itself or any part thereof.
- (b) Not to store in the Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the constructions or structure of building in which the Premises is situated or

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storing of which goods are objected by the concerned local or any other authority and shall not carry or cause to be carried heavy packages on upper floors which may damage or is likely to damage the staircases, common passages or any other structure of the building in which the Premises are situated, including entrances of the building in which the Premises is situated and in case any damage is caused to the building in which the Premises is situated on account of negligence or default of the Flat Purchaser/s, he shall be liable for the consequences of such breach.

- (c) To carry at his/her own cost all internal repairs to the Premises and maintain the Premises in the same conditions, state and order, in which, it was delivered by the Promoter to the Flat Purchaser/s and shall not do or suffer to be done anything in or to the building in which the Premises is situated or the Premises which may be given the rules and regulations and bye-laws of the concerned local authority or other public authority, and in the event of the Flat Purchaser/s committing any act in contravention of the above provision, the Flat Purchaser/s shall be responsible and liable for the consequences, thereof to be concerned local authority and or other public authority.
- (d) Not to demolish or cause to be demolished the Premises or any part thereof, nor any time make or cause to be made any addition or alteration of whatever nature in or to the Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which is situated and shall keep, the portion, sewers, drains pipes in the Premises and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural changes in the Premises without the prior written permission of the Promoter and/or the managing committee of the society.
- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Land and the New Building/s in which the Premises are situated or any part thereof whereby any increase premium shall become payable in respect of the insurance.
- (f) Not to throw dirt, rubbish, garbage or other refuses of permit the same to be thrown from the window/balcony of the Flat in the compound or any portion of the Land or the New Building/s in which the Premises are situated.
- (g) Separate the wet and dry garbage generated in and from the Premises and shall treat separately.
- (h) To take necessary approval of the concerned local authority and/or Government and or other public authority or society and to bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and or other public authority, on account of change of user of the by Flat Purchaser/s viz. user for any purposes other than for residential purpose.

Promoter	Flat Purchaser/s

- (i) The Flat Purchaser/s shall observe and perform all the rules and regulations of the society with additions, alterations or amendments thereof that may be made, from time to time, for protection and maintenance of the New Building/s and the flats therein and for the observance and performance of the buildings rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Flat Purchaser/s shall also observe and perform all the stipulation and conditions laid down by the society regarding the occupation and use of the Premises in the New Building/s and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- (j) The Flat Purchaser/s shall maintain the elevation of the Premises, in the same form as the Promoter constructs and shall not at any time alter the said elevation in any manner whatsoever without the prior consent in writing from the Promoter and/or the society.
- (k) The Flat Purchaser/s shall not let, sublet, transfer, assign or part with Flat Purchaser/s interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Flat Purchaser/s to the Promoter under this Agreement are fully paid up and until the Flat Purchaser has intimated in writing to the Promoter.
- (l) The Flat Purchaser/s shall not, at any time, create or do or cause or permit any public or private nuisance in or upon the Premises or any part of the New Building/s or the Land or any part thereof nor shall he/she/they/it do anything which will cause annoyance, inconvenience, suffering, hardship or disturbance to the remaining occupiers of the New Building/s and/or to the Promoter and/or the management company or occupants of neighbouring plots nor use or permit to use the Premises for any illegal or immoral or unlawful purpose.
- (m) The space provided for the entrance of the New Building/s shall be used as entrance only and the Flat Purchaser/s shall not use the same in any other way except for entering the New Building/s. The Parking Space allotted to the Flat Purchaser/s (if any) herein shall use the Parking Space only for the purpose of parking or keeping his/her/their/its own vehicle.
- (n) The Flat Purchaser/s shall observe and perform all the rules and regulations which the society comprising of the New Building/s may make at its inception and the additions, alterations or amendments thereof that may be made from time to time from protection and maintenance of the New Building/s and the flats/ therein (including the Premises) and rules, regulations and byelaws framed therein. The Flat Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the society regarding the occupation and use of Premises in the New Building/s and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- (o) The Flat Purchaser/s shall at every given point of time, permit the Promoter, Promoter's Affiliates, and/or any Governmental Authorities and their respective officers, agents, or representatives, including the

Promoter	Flat Purchaser/s

Project Architect, Project Engineer and any engineers, surveyors, contractors, agents and employees, Promoter’s surveyors, his agents, his workmen and others, to enter upon the Premises to view, examine the state and condition of the New Building/s thereof, until the project completion. They shall have at all reasonable times the right to enter into and upon the Property, the Project, the Apartment and the Parking Space/s, or any part thereof, to view and examine the state and condition thereof and/or for the purpose of undertaking any works as may be required therein and thereto in relation to the Project.

- (p) The Flat Purchaser shall not, without the prior written permission of the Promoter and/or the Society:
- (i) carry out or undertake any painting, decoration, or other work, to the exterior of, or outside, the Apartment;
 - (ii) affix/install any sign, name or display boards, or any hoardings or neon lights in or outside the Project and/or in any part of the Project Land;
 - (iii) cover or enclose in any manner whatsoever, the open terrace/s, the deck (open) area/balcony/balconies or other open space/s (if any) forming part of or appurtenant to the Apartment as also the Parking Space/s, and/or affix/install grills to the windows only as approved by the Promoter to maintain uniformity or grill/s or safety door/s to the main door/s of the Apartment;
 - (iv) hang clothes, garments or any other thing from the windows or balcony/ies of, or appurtenant to, the Apartment;
 - (v) do or permit or suffer to be done any act, deed, matter or thing which may render void or voidable any insurance of the Project and/or any part thereof, and to make payment of any additional or increased premiums in respect thereof, as may arise on account of any breach by the Flat Purchaser/s;
 - (vi) do or perform, or cause/permit to be done or performed, any act, deed, matter or thing which may or is likely to cause nuisance, disturbance or annoyance to the Flat Purchasers/purchasers of any other Premises in the Project;
 - (vii) demand or claim any partition or division of the Flat Purchaser/s ultimate interest as provided herein, in the Property and/or the Project and/or any part thereof, it being expressly agreed, understood and confirmed by the Flat Purchaser/s that his/her/their/its interest therein will, if the allotment and sale herein is completed, be impartible, and will be held only through the Society, of which he/she/they/it shall be admitted a prospective member.
 - (viii) It is hereby agreed by the Flat Purchaser/s that the open terraces, if any, forming part of and attached/appurtenant to any of the Premises in the Project are intended for and shall be exclusively used and occupied by the respective Flat Purchasers/purchasers of

Promoter	Flat Purchaser/s

the concerned Premises who shall never be entitled to enclose such open terraces without the prior permission in writing of the Promoter and Governmental Authorities, and in case such permissions are granted by the Promoter, the Governmental Authorities, the concerned Flat Purchasers/purchasers of such Premises in the Project shall observe, perform and comply with all the terms and conditions as may be stipulated in respect thereof and also for the consequences arising from any breach or violation thereof.

- (ix) If the Flat Purchaser/s is/are non-resident Indian citizen or a foreign citizen (whether or not the Flat Purchaser/s is/are a Person of Indian Origin (POI) and/or an Overseas Citizen of India (OCI)), then it shall be his/her/their sole obligation and liability to comply with the provisions of all applicable laws, including Foreign Exchange Management Act, 1999, Reserve Bank of India rules and regulations and all other applicable/necessary requirements, rules, regulations, guidelines etc. of the Government or any other authority, from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India. Refunds (if any) to Non-Resident Indians (NRI) and foreign citizens of Indian origin shall be made in Indian Rupees.
- (x) The Flat Purchaser/s has/have gone through the representations made by the Promoter on the website of the Government Authority as required by RERA and shall keep himself/herself/themselves/itself updated with all the matters relating to the Project that the Promoter will upload from time to time.
- (xi) The Project shall always be called/known by the name _____, which name shall not be changed without the prior written permission of the Promoter, and thus shall, at all times, be binding upon the Flat Purchaser/s and all Flat Purchasers/purchasers of Premises in the Project.
- (xii) All terms, conditions, covenants, stipulations and provisions contained in any agreement/s, undertakings or writings given, or to be given, to Governmental Authority, and in respect of Approvals, and/or special rights and privileges and building agreement/s made or executed or to be made or executed in respect of the Premises in the Project, shall be binding upon the Flat Purchaser/s and all Flat Purchasers/purchasers of Premises in the Project, as well as the Society.
- (xiii) The Flat Purchaser/s irrevocably agree/s, confirm/s and undertake/s that the covenants and obligations herein, on their part and strict observance and performance thereof, are made, given and to be observed and performed both in his/her/their/its personal capacity, and as prospective member/s of the Society.
- (q) The Flat Purchaser/s has/have been informed and is aware that:
 - (i) all natural materials that are to be installed in the Project and/or the Apartment, and/or that form a part of the

Promoter	Flat Purchaser/s

Apartment Amenities, including, marble, granite, natural timber etc., contain veins and grains with tonality differences, and their non-conformity, natural discoloration, or tonal differences/variations at the time of installation will be unavoidable;

- (ii) the warranties of equipment, machinery and various other amenities, infrastructure and facilities installed by the Promoter in the Project and/or the Apartment shall have standard warranties provided by the manufacturer only and accordingly any defect in any such amenities, infrastructure, facilities, equipment, appliances, electronic items, etc., and/or the installation thereof, shall be rectified solely in accordance with the warranties provided by the system/equipment installer/manufacturer, and it is agreed and acknowledged that, beyond manufacturer warranties, comprehensive/non-comprehensive annual maintenance contracts shall be obtained by the Flat Purchaser/s or Flat Purchasers and/or the Society, as the case may be; and, the amenities, facilities, infrastructure, equipment, appliances and electronic items installed and forming a part of the Apartment Amenities or Common Areas & Amenities or Limited Common Areas & Amenities, shall be maintained, serviced and repaired by authorized third party manufacturers, suppliers, dealers or maintenance providers who alone shall be appointed and engaged for such maintenance, service and repair etc. and if the same are maintained, serviced and repaired, and/or tampered with, in any manner by any person other than the authorized third party manufacturers, suppliers, dealers or maintenance providers, then the warranties in respect thereof shall or may be rendered void.

18. Representations of The Promoter

Subject to the disclosures made herein by the Promoter, and what is stated in the Certificate of Title, the Promoter hereby represents and undertakes as follows:

- (i) The Promoter holds rights and entitlements to develop the Property;
- (ii) the Promoter shall apply for all necessary Approvals from time to time in respect of the Project;
- (iii) the Promoter has not entered into any agreement for sale or any other agreement/arrangement with a person or party with respect to the Premises; and,
- (iv) the Promoter is entitled to enter into this Agreement, for agreeing to allot and sell the Premises in the manner contemplated herein.

19. Recreational Facilities in the Project²

² Solicis Comment:

Client to Confirm

Promoter	Flat Purchaser/s

- 19.1 The Common Areas & Amenities, as currently planned includes Project R.G., a proposed club house, and certain recreational facilities for the benefit of all Flat Purchasers/purchasers of the Premises in the Project. Subject to the Flat Purchaser/s complying with, observing and performing all the terms, conditions and provisions of this Agreement, including making payment of the aggregate payments, the Flat Purchaser/s will be entitled to apply for and take up membership of such club house, and as and when the Promoter permits, the Flat Purchaser/s may access, use, and enjoy the same, in respect of which the Flat Purchaser/s will be liable to comply with certain terms and conditions, and make payment of certain fees and charges as may be decided by the Promoter.
- 19.2 The Promoter has informed the Flat Purchaser/s of the following facts, matters and circumstances that shall pertain to the club house and recreational facilities, which the Flat Purchaser/s has/have fully accepted, agreed and confirmed that is:
- (a) the club house and recreational facilities shall be constructed and shall have a one-time installation of the equipment, infrastructure, amenities and facilities as the Promoter deems fit, in its discretion;
 - (b) the use, benefit and enjoyment of the club house and recreational facilities shall be for all Flat Purchasers/purchasers of the Premises in the Project and the Society, (collectively, **"Users"**);
 - (c) the management and operations of the club house and recreational facilities shall, until the Possession of the Premises in terms of this Agreement, be under the sole, exclusive and absolute control of the Promoter who shall be entitled to inter alia, frame, and implement, the aforesaid rules and regulations in respect thereof;
 - (d) the entitlement to use the club house and recreational facilities is and shall be personal to the Flat Purchaser/s and is not transferable or assignable in any manner; provided that on the completion of any permitted sale and transfer of the Apartment by the Flat Purchaser/s, or their assigns to any persons (**"Premises Transferees"**), the Premises Transferees shall solely be entitled to use and enjoy the club house and recreational facilities in the place and stead of the Flat Purchaser/s, (who shall automatically and forthwith cease to be entitled to access, and enjoy the same), subject to the Premises Transferees making the necessary applications for membership and completing all formalities as may be required of them, at such time. Under no circumstances, shall the Flat Purchaser/s, or any Premises Transferees be entitled to use, enjoy or access the club house and recreational facilities after he/she/they/it have sold and transferred the Premises;
 - (e) there may be recreational, social and other related events, performances, activities, parties, gatherings, etc. held in the club house, and/or in the recreational facilities during the day or night, by the Promoter, the Society, and/or Users. The Flat Purchaser/s, for himself/herself/themselves/itself and as a prospective member of the Society, shall not be entitled to raise any disputes, differences, or objections in and/or hinder, restrict, obstruct or interfere;

Promoter	Flat Purchaser/s

- (f) the club house shall be set up by the Promoter and maintained until possession, in terms of this Agreement. The Flat Purchaser/s, shall abide by all terms, conditions, stipulations, rules, regulations and bye-laws in respect of the club house and its use and enjoyment, as may be prevailing or framed for the time being or from time to time by the Promoter, and/or the Society, and to pay and discharge all dues and outgoings both of a capital and recurring nature in this behalf; provided that such constitution, bye- laws, rules and regulations may be as drawn or framed by the Society as the case may be, and the Flat Purchaser/s, shall not raise any objection or dispute in that regard, of any nature whatsoever;
- 19.3 the Flat Purchaser/s, agree/s, declare/s and confirm/s that he/she/they/it has/have read and understood the aforesaid terms and conditions pertaining to the club house and has/have made a conscious decision to enter into this Agreement with full knowledge and notice of the same. The Flat Purchaser/s, accordingly agree/s to peaceably and quietly use and enjoy the club house (as and when constructed and ready for use) in common with the Users on the terms and conditions contained in this Agreement.

20. Flat Purchaser/s Obligation towards Confidentiality

The Flat Purchaser/s shall during the subsistence of this Agreement and at all times thereafter, keep strictly confidential all Confidential Information, and shall not, without the prior written permission of the Promoter, which may be granted, or refused, in the Promoter's discretion, disclose, or divulge, directly, or indirectly to any third party, except to the Flat Purchaser/s advisors and officers (subject always to similar duties of confidentiality), any Confidential Information, except where any Confidential Information:

- (a) is required by Applicable Law to be disclosed;
- (b) is required to be disclosed by any Governmental Authority with relevant powers to which the Flat Purchaser/s is subject or submits;
- (c) is or shall (otherwise than by breach or default of this Agreement) be in the public domain;
- (d) is required in connection with any financing which the Flat Purchaser/s may require or has already obtained in terms and in accordance with this Agreement.

Without prejudice to the generality of the foregoing provisions, the Flat Purchaser/s agree/s and undertake/s that no press releases, statements, interviews, publicity, advertisement, notices, disclosures, and/or any other publicity, whether in print or digital media (including social media), of, or concerning, or related to, the agreement for allotment and sale herein, and/or any Confidential Information, shall be directly or indirectly issued, given, made, motivated, distributed, generated, or disseminated, in any manner, and by the Flat Purchaser/s, without the prior written permission of the Promoter, which permission may be refused by the Promoter, in its discretion.

21. Intellectual Property

Promoter	Flat Purchaser/s

- 21.1 **“Intellectual Property”** shall means the word/mark “[●]” and any combination of words in which such name and word mark is used and any word, name, device, symbol, logos, corporate names, insignia, emblems, work marks, slogan, design, brand, service mark, service names, trade name, trade dress, patents, circuit layouts, business and domain names, copyrights, other distinctive feature or any combination of the aforesaid, whether registered or unregistered, and used in connection with the businesses and activities of the Promoter and/or in respect of the Property and/or the developments and projects to be undertaken thereon from time to time (with all amendments, upgrades, additions or improvements thereto), and product configuration, industrial design, or trade secret law or any other laws with respect to designs, formulas, algorithms, procedures, methods, techniques, ideas, know-how, programs, subroutines, tools, inventions, creations, improvements, works of authorship, other similar materials and all recordings, graphs, designs, drawings, reports, analyses, other writings and any other embodiment of the foregoing, in any form whether or not specifically listed herein, which may subsist in any part of the world, for the full term of such rights, including any extension to the terms of such rights.
- 21.2 The Flat Purchaser/s acknowledge/s that all Intellectual Property is and shall always be exclusively owned and held by the Promoter alone and that the Flat Purchaser/s shall never have any right, title, interest or license in respect thereof;
- 21.3 The Flat Purchaser/s shall not reproduce/replicate/publish or use in any manner howsoever, whether for commercial purposes, personal reasons, or otherwise, any Intellectual Property, and/or any Plans, Approvals, Informative Materials and/or any such materials which may be created or intended/proposed to be created or marketed by the Promoter, and disclosed to the Flat Purchaser/s, prior to, or during the subsistence of, this Agreement;
- 21.4 The Flat Purchaser/s shall immediately bring to the notice of the Promoter any improper or wrongful use or any unauthorized replication /reproduction of Intellectual Property, by any persons or parties, which has come to its/their knowledge;
- 21.5 The Promoter shall be entitled, in its discretion, to appropriate and/or adjust monies held for one purpose and/or on one account, against any liabilities due and payable herein by the Flat Purchaser/s for any other purpose/s and/or on any other account with respect to the Project.

22. Insurance

Upon Project Completion, the Project shall be insured by the Promoter, to such extent, as it deems fit, in its discretion, against risks including third-party liability, acts of God, etc., but not in respect of any articles, chattels, goods, or personal effects therein; all of which shall be suitably insured by the allottees/purchasers at his/her/their/its own cost and liability. The cost of the insurances to be obtained by the Promoter shall be recovered from the Allottee/s as a part of the Other Charges & Deposits and the Allottee/s shall bear and pay the same.

23. Indemnity

Promoter	Flat Purchaser/s

The Flat Purchaser hereby agree/s and undertake/s to indemnify and keep indemnified and saved harmless at all times, the Indemnified Parties, and their estates and effects, against all loss or damage, and/or any suits, actions, proceedings or notices that they, or any of them, may sustain and suffer, and all costs, charges and expenses, that they, or any of them, may incur by reason, or as a result of (a) any failure, breach, default, non-observance, or non-performance, or non-compliance by the Allottee/s of any of the terms, conditions and provisions of this Agreement.

24. Promoter’s Overriding and Paramount Right Over the Premises & Car Parking Space/s

- 24.1 Without prejudice, and in addition, to all its other rights and remedies under this Agreement, and the position that the Premises and the Car Parking Space/s are, and continue to be, exclusively owned and held by the Promoter and is merely agreed to be allotted and sold herein, the Promoter shall always be and be deemed to have first, overriding and paramount charge and lien over the Premises and the Car Parking Space/s in respect of all outstanding and unpaid aggregate payments payable by the Flat Purchaser/s to the Promoter;
- 24.2 Nothing contained in this Agreement is intended to be, and/or shall be construed as, a grant, transfer, demise or assignment in law of any part of the project land, and/or the Project to the Flat Purchaser/s. So far as the Flat Purchaser/s right/s, interest and benefit/s are concerned, the nature and scope of this Agreement is limited to an agreement for allotment and sale of the Premises strictly upon and subject to the terms, conditions and provisions herein. The Flat Purchaser/s shall also not have any claim, save and except, in respect of the Premises hereby agreed to be allotted and sold, and the benefit of the use of the Car Parking Space/s thereto.

25. Mortgage/Charge

After the Promoter/Promoter executes this Agreement, he shall not mortgage or create a charge on the Flat allotted to the Flat Purchaser/s herein unless the same is approved in writing by the Flat Purchaser/s.

26. Separate Account for Sale Proceeds

The Promoter has maintained a separate account in respect of sums received by him from the purchasers as advance or deposit, details whereof are as set out below:

Name of the Bank - [●]
Account no: [●]
IFSC CODE : [●]
Address : [●].

27. Registration of Society

Promoter	Flat Purchaser/s

The Promoter shall register the society or a company or any other legal entity within the period prescribed under the RERA.

28. Title

The Promoter shall further endeavor to get lease for the Property from the Parent Society in favor of the Society or company or any other legal entity as the case may be, formed for the New Building, since the Property are owned by the Parent Society.

29. Waiver

Any delay, tolerance or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat Purchaser/s by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Flat Purchaser/s nor shall the same in any manner prejudice to the rights of the Promoter.

30. Registration of Agreement

The Flat Purchaser/s shall present this Agreement at the proper Registration Office for registration within 4 (four) months from the date of execution of this Agreement as set out in the Indian Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.

31. Notices

All notices to be served on the Parties as contemplated by this Agreement shall be deemed to have been duly served if sent to any party by Registered Post A. D. under Certificate of Posting at his/her address specified in the title clause.

32. RERA Compliant

This Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules made there under from time to time.

33. Stamp Duty and Registration Charges

All Stamp duty and registration charges in respect of the Premises shall be borne and paid by the Flat Purchaser/s and the Promoter shall not be liable for the same.

34. Severability

If any provision of this Agreement hereafter shall be determined to be void or unenforceable under applicable law, such provision shall be deemed amended or

Promoter	Flat Purchaser/s

deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

The First Schedule Above Referred To:

(being description of the said Property)

ALL THE PIECES AND PARCELS OF LEASEHOLD LAND bearing CTS No. 311 (part)) forming a part of the Larger CTS No. 5662 (part), (*Corresponding Old Survey No. 236 - A*) admeasuring about 682.73 Sq. Mtrs. (Six Hundred and Eighty Two) Square Meters or thereabouts lying and being situated at Village Ghatkopar - Kirol, Taluka Ghatkopar, Pant Nagar, Ghatkopar East, Mumbai - 400 075 within the District Registration of Mumbai and Mumbai Suburban together with a Building standing thereon known as 'Hira Navjivan' consisting of ground plus 3 (Three) upper floors and comprising of 32 (Thirty Two) members lying and being situated within the Registration Sub-District of Mumbai and Mumbai Suburban and bounded as follows:

On or towards the East : 12.20 mtr. Layout road
On or towards the West : Building no. 125
On or towards the North : Building no. 107 Swastik CHSL.
On or towards the South : Residential Building

THE SECOND SCHEDULE ABOVE REFERRED TO

Flat bearing no. [____] on the [____] floor in the [____] wing admeasuring [____] sq. ft. (carpet area) in [“_____”] to be/being constructed on the Land described in the First Schedule hereinabove alongwith a covered/open parking space bearing no. [____].

**SIGNED, SEALED AND
DELIVERED BY the
withinnamed “PROMOTER”
M/s M RAVESHIA REALTY
LLP”, through its partners**

- 1. Mr. _____
- 2. Mr. _____

In the presence of:

_____.

Promoter	Flat Purchaser/s

In the presence of:
SIGNED, SEALED AND
DELIVERED BY the
withinnamed “FLAT
PURCHASER/S”

In the presence of:

Promoter	Flat Purchaser/s

Annexure “1”

A copy of the Property Registered Card

Annexure “2”

A copy of the Commencement Certificate bearing number _____ dated _____

Annexure “3”.

An authenticated copy of the RERA Registration

Annexure “4”.

A copy of the title certificate dated July 12, 2021 issued by the Advocates and Solicitors of the Promoter

Annexure “5”

Floor Plan

Annexure “6”

The nature, extent and description of the /limited area and facilities

Annexure”7”

List of the fittings and amenities

Promoter	Flat Purchaser/s