# AGREEMENT FOR SALE

**THIS AGREEMENT FOR SALE** ("**this Agreement**") is made at ______ this ___ day of ________,20__

**BETWEEN**

**M/S. United Enterprises**, a Partnership Firm, duly incorporated and registered under the provisions of the Indian Partnership Act, 1932, having its registered office at702, Marathon Max, Mulund Goregaon Link Road, Mulund (West), Mumbai 400 080 hereinafter referred to as "**the Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its partners, the survivors or the survivor of them, the heirs, executors and administrators of such last surviving partner) of the **One Part;**

**AND**

___________________________________, having his/her/their address at ____________________________________________________________________ __________________________________________________, hereinafter referred to as "**the Allottee/s**", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-parcenery and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company its successors and permitted assigns) of the **Other Part.**

The Promoter and the Allottee/s are for the sake of brevity individually referred to as **"the Party"** and collectively referred to as **"the Parties"**.

**WHEREAS**:

A. The Promoter is entitled to undertake the construction and development of all that piece and parcel of land or ground bearing CTS No. 1032A(p) corresponding to Survey No. 1000/1039(p) admeasuring approximately 500.61 square meters lying, being and situate at Village Mulund, Taluka Kurla, District Mumbai Suburban and more particularly described in the **First Schedule** hereunder written and delineated in red colour boundary line on the Layout Plan is annexed and marked as **Annexure "2"** hereto, and hereinafter referred to as "**the said Larger Land**".

B. The details pertaining to the title/rights/entitlement of the Promoter to the said Larger Land is as follows:

i. By virtue of the Deed of Conveyance dated 8th June, 2005 executed between the trustees of Bimla Om Charitable Trust through its Trustees viz. 1) Bimladevi Omprakash Tulsiram Agarwal, 2) Priya Atmaprakash Agarwal and 3) Abha Atmaprakash Agarwal by obtaining the sanction of Charity Commissioner u/s. 36 of Bombay Public Trust Act, 1950 vide Order dated 10th December, 2004 in Application No. J-4/167/2004 and M/s United Enterprises vide which the property more particularly mentioned therein including the said Larger Land conveyed and transferred to M/s United Enterprises.

ii. By virtue of Deed of Confirmation dated 7th May, 2011 has entered into between the Trustee of Bimla Om Charitable Trust viz. 1) Bimladevi Omprakash Tulsiram Agarwal, 2) Priya Atmaprakash Agarwal and 3) Abha Atmaprakash Agarwal and M/s United Enterprises for confirming the Deed of Conveyance dated 8th June, 2005. The said Deed of Confirmation is registered with the Sub-Registrar at Kurla-2, Mumbai Suburban District, Bandra under Serial No. BDR-7/3507/2011. By the Deed of Conveyance dated 8th June, 2005 read with Deed of Confirmation dated 7th May, 2011, the Promoter is absolutely seized and possessed of and well and sufficiently entitled to the said Larger Land.

C. Municipal Corporation of Greater Mumbai has issued revised Development Permission No. Dy.Ch.E./B.P./8071/ES dated 13th December, 2021 on the terms and conditions more particularly mentioned therein, in respect of the said Larger Land as per Accommodation Reservation Policy as per Regulation 17(1) of DCPR 2034. The copy of Development Permission dated 13th December, 2021 is annexed hereto and marked as **Annexure "3"**.

D. The Municipal Corporation of Greater Mumbai has issued Intimation of Disapproval ("IOD") bearing no. P-5877/2020/(1032/A)/TWard/MULUND-W/IOD/1/New dated 10th January, 2022, which may be revised from time to time. The copy of IOD and Amended IOD (if any) is annexed hereto and marked as **Annexure "4"**.

E. The Municipal Corporation of Greater Mumbai has issued Commencement Certificate ("**CC**") bearing No. P-5877/2020/(1032A)/T Ward/MULUND-W/CC/1New, dated 21st July, 2022 in respect of the said Building upto plinth level subject to terms and conditions stated therein which shall be revised from time to time. A copy of CC dated 21st July, 2022 and further granted/revised from time to time is annexed hereto and marked as **Annexure "5"**. The details of revised approvals/permissions are mentioned in **Annexure "6"**.

F. The Building known as ‘**Sunset Gardens**’ (“**the said Building**”) is being constructed on land admeasuring 203.68 square meters being the portion of the said Larger Land (‘‘**said Land**’’) and is more particularly specified in the **Second Schedule** hereunder written. The development of the Building is proposed as a “Real Estate Project” by the Promoter and has been registered as a ‘Real Estate Project’ to be known as '**Sunset Gardens'** (“**the said Real Estate Project**”) with the Real Estate Regulatory Authority (“**Authority**”), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (“**RERA Rules**”). The description of the said Building and the Real Estate Project is mentioned in the **Annexure "9"** annexed hereto. The details of the RERA Certificate is more particularly mentioned in the **Annexure "9"** hereto. A copy of the RERA Certificate is annexed and marked as **Annexure “13”**.

G. The rights retained by the Promoter under this Agreement in terms of exploitation of the present and future development rights with respect to the said Larger Land shall continue even after the execution of this Agreement or after the vesting of the said Land, Building or Wing or any part thereof in favour of the Society/Organization. The vesting of the said Land/said Larger Land, building or wing or any part thereof in favour of the Society/Organization shall be in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (“**MAHA RERA Rules**”). It is specifically clarified that the rights over unsold Premises and unallotted car parks shall be exclusively with the developer/promoter even after any land / building / wing or any part thereof has been vested in favor of the Society/Organization and the same shall be governed by provisions of RERA and MAHA RERA Rules.

H. Copy of the Title Certificate dated __________, Addendum to Title Certificate issued by Adv. Prasanna Tare certifying the right/entitlement of the Promoter are annexed hereto and marked as **Annexure ‘‘8’’ (Colly.)(‘‘Title Certificate’’)**.

I. The Allottee/s enters into this Agreement after seeking legal advice on the various clauses and the rights retained by the Promoter under this Agreement.

J. The details of mortgage/s or lien/s or charge/s on the said Larger Land/said Building is/are in the **Annexure "10"** is annexed hereto.

K. The Promoter is entitled to construct building/s on the said Larger Land in accordance with the Recitals hereinabove.

L. Pursuant to the sanctioned plans as amended from time to time, the Promoter will commence/has commenced construction on the said Land of the said Real Estate Project, as may be sanctioned by the concerned authorities from time to time in accordance with the building rules and regulations and such other laws, rules and regulations as may be in force at present and/or at any time hereafter and also subject to such terms and conditions as may be imposed by the Competent Authority. The Sanctioned Layout is annexed hereto as **Annexure ‘‘2’’**.

M. The Promoter has also informed the Allottee/s and the Allottee/s is/are aware that the Promoter is proposing to construct more upper floors of the said Building, resulting in an overall Floors upto $23^{rd}$ habitable floors or more floors of the said Building and the $23^{rd}$ floor is proposed partly habitable and partly as amenity floor.

N. The Allottee/s is/are informed and is/are aware there will be one common Entry and Exit for the Larger Land and the said Building. The Allottee/s in the Larger Land shall share these common Entry and Exit gates/space.

O. The Allottee/s is/are informed and is/are aware that the common areas, amenities and facilities of the said Building shall be enjoyed by all the Allottee/s of said Building.

P. The Allottee/s has/have, prior to the date hereof, examined a copy of the RERA Certificate and has/have caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Allottee/s has/have agreed and consented to the development of the Building. The Allottee/s has/have also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the MahaRERA Rules and has understood the documents and information in all respects.

Q. The principal and material aspects of the development of the Real Estate Project is as more particularly specified in the **Annexure "9"** annexed hereto**("Larger Land and Building/Real Estate Project Details")**. Other details about the Real Estate Project, are briefly stated herein below-

(i) The development of the said Building known as "**Sunset Gardens**'' is proposed as a "Real Estate Project" by the Promoter and has been registered as a 'Real Estate Project' to be known as ''**Sunset Gardens**'' ("**the Real Estate Project**") with the Real Estate Regulatory Authority ("**Authority**"), under the provisions of RERA and read with the provisions of the MAHA RERA Rules. The description of the Real Estate Project is mentioned in **Annexure "9"** annexed hereto.

(ii) The Promoter has informed to the Allottee/s that 23 number of habitable floors (23 is partially habitable and partially amenity floor) or more floors and/or as per the full potential available, are proposed to be constructed on the said Building, subject to Promoter getting requisite approval to construct the total number of floors proposed. In the event the Promoter does not obtain the required FSI or approval, then the number of floors proposed to be constructed on the said Building will be lower than the proposed floors. The Allottee/s has/have agreed to purchase the said Premises considering the number of floors the said Building being anywhere between Sanctioned Floor of the said Building to $23^{rd}$ Floor or above floors and thus the last habitable floor of the said Building can be sanctioned floor of the said Building or anywhere above sanctioned floor of the said Building. The Allottee/s has/have made informed decision to purchase the said Premises considering the said Building having minimum floors or maximum floors.

(iii) The details of the sanctioned and proposed number of floors in the said Building are as more particularly specified in the **Annexure "9"** annexed hereto.

(iv) The Real Estate Project shall comprise of premises consisting of residential flat/s/shops.

(v) The details of the Sanctioned and Proposed FSI for the Real Estate Project are specified in **Annexure "9"** annexed hereto. The Promoter proposes to eventually consume a Proposed FSI in the construction and development of the said Building on account of additional FSI, over and above the Sanctioned FSI on account of the increase in the Floor Space Index in the locality or Floor Space Index available by paying premium or price to authorities or additional Floor Space Index becoming available on account of acquisition of Transferable Development Rights (TDR) that may be available due to development of amenity space if any, amalgamation of land parcels, changes in Development Plan, change in the DC Regulations or revised/New DC Regulations or other provisions under which additional FSI shall be made available to the development.

(vi) The common areas, facilities and amenities in the said Building that may be usable by the Allottee/s are listed in the **Fourth Schedule** hereunder written ("**Building Amenities").**

(vii) The Allottee/s is/are aware and informed that the Promoter may propose some amendments in the sanctioned plans, layout plans and the building plans in respect of the said Land and/or the Larger Land. The Allottee/s has/have perused and/or been provided with copies of sanctioned plans for the development of the said Land and the Larger Land.

(viii) The Promoter may amalgamate and/or sub-divide various land/layouts with the layout as furnished for the development of the said Larger Land. The Allottee/s has/have examined the layout and has/have confirmed that any amendment to the layout of the said Larger Land or any part thereof at any time in future, whether by way of amalgamation or sub division and/or in any manner whatsoever, shall be permissible and the nature of the scheme and the development to be undertaken by the Promoter would be required and shall not be objected to by the Allottee/s individually or jointly with others. In case of amalgamation with adjoining properties, the access for the other allottees of the adjoining properties may be common i.e. from the Larger Land.

(ix) The Promoter shall be entitled to put hoarding/boards of their Brand Name viz. Marathon Group/Sunset Gardens or any other third party brand associated with the Promoter for the Real Estate Project, United Enterprises, in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Real Estate Project and on the façade, terrace, compound wall or other part of the Building/Real Estate Project, as may be developed from time to time without being liable to pay any fees/charges cost in this respect to the Society/Organization and the Allottee/s agree not to object or dispute the same. The Promoter shall also be entitled to place, select, decide hoarding/board sites.

(x) It is expressly agreed that the Promoter shall be entitled to put a hoarding or give on lease site for pager station, cell base station and telecom towers, solar panels or any other utility on said Land/LargerLand or on the Building or any part thereof including the terrace and the said hoardings may be illuminated or comprising neon sign and for that purpose Promoter is fully authorized to allow temporary or permanent erection or installation either on the exterior of the Building or on the said Land or the Larger Land, as the case may be without the Promoter being liable to pay any costs, charges etc. in this behalf to the Society/Organization etc. and the Allottee/s agree/s not to object or dispute the same. The Promoter shall be entitled to install its logo in one or more places in or upon the Building or on the said Land or on the Larger Land and the Promoter reserves to itself full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo without being liable to pay any fees/costs/charges etc in this behalf to the Society/Organization etc.

(xi) The details of formation of the Society/Organization, and conferment of title upon the Society/Organization with respect to the Building, are more particularly mentioned in this Agreement.

(xii) The above details along with the annexures to the RERA Certificate, are available for inspection on the website of the Authority at *https://maharera.mahaonline.gov.in*.

R. The principal and material aspects of the development of the Larger Land as disclosed by the Promoter are briefly stated below-

(i) The Promoter shall construct one Sale Building on the said Larger Land which will be developed as more particularly specified in the **Annexure "9"** (**"Larger Land, Building/Real Estate Project Details"**) annexed hereto.

(ii) The Promoter shall be entitled to construct Building(s), Upper Floors on the said Building and/or Wing(s) (if any) which can utilize the full FSI proposed to be utilized on the said Larger Land and/or adjacent lands that may be amalgamated with the Larger Land in future as the same is fully disclosed in this Agreement.

(iii) The details of Sanctioned and Proposed FSI for the Building/Real Estate Project is as more particularly specified in the **Annexure "9"** (**"Larger Land and Building/Real Estate Project Details"**) annexed hereto.

(iv) The Promoter proposes to undertake the development of the Building/Real Estate Project/Larger Land as per the Sanctioned Layout. The Allottee/s has/have perused a copy of the Sanctioned Layout in the Layout Plan annexed hereto as Annexure "2".The scheme and scale of development proposed to be carried out by the Promoter on the Larger Land in accordance with applicable law as amended from time to time is as mentioned in this Agreement.

(v) It is expressly agreed that the Promoter shall be entitled to put a hoarding or give on lease site for pager station, cell base station and telecom towers, solar panels on said Land/Larger land or on the Building or any part thereof including the terrace and the said hoardings may be illuminated or comprising neon sign and for that purpose Promoter is fully authorized to allow temporary or permanent erection or installation either on the exterior of the Building as the case may be without the Promoter being liable to pay any costs, charges etc. in this behalf to the Society/Organization etc. and the Allottee/s agrees not to object or dispute the same. The Promoter shall be entitled to install its logo in one or more places in or upon the Building and the Promoter reserves to itself full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo without being liable to pay any fees/costs/charges etc in this behalf to the Society/Organization.

(vi) The Promoter shall be entitled to confer title of particular building/s/wing to such Society/Other Societies, as mentioned in this Agreement.

(vii) The details of formation of the Society/Organization, and, conferment of title upon the Society/Organization with respect to the portion of the Larger Land and all common areas, facilities and amenities, podium, other spaces and areas on the portion of the Larger Land are as mentioned in this Agreement.

(viii) The statutory approvals may mandatorily require the Promoter to hand over certain stipulated percentage of the Larger Land to the concerned authorities or develop the same as public amenity. The Promoter shall have determine and identify the portion and location of the Larger Land to be handed over for complying with the terms and conditions of statutory approvals. The portion of the Larger Land left over after handing over the stipulated percentage if any, to the MCGM or statutory authority and/or developing as a public amenity, only would be available either for transferring to the Society/Organization. The nature of development of the said Larger Land would constitute a mixture of users as may be permissible under applicable law from time to time.

(ix) The Promoter would be entitled to aggregate any contiguous land parcel with the development of the Larger Land, as provided under the Proviso to Rule 4(4) of the MAHA RERA Rules.

(x) The Promoter is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the Larger Land in full or in part, as may be required by the applicable law from time to time.

S. The Allottee/s is/are desirous of purchasing a Residential Premises in the Real Estate Project, the details whereof are more particularly specified in the **Third Schedule** hereunder written and the other details whereof are specified in **Annexure "12"** hereto **("Premises and Transaction Details")** (hereinafter referred to as the "**said Premises**"). The copy of the Floor Plan is annexed hereto as **Annexure "11"**.

T. The Promoter has entered into standard Agreement/s with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects. The details of Architects are more particularly mentioned in **Annexure "9"** ("**Larger Land and Building/Real Estate Project Details**") annexed hereto.

U. The Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the Real Estate Project shall be under the professional supervision of the Architect and the structural Engineer (or any suitable replacements/substitutes thereof) till the completion of the Real Estate Project.

V. The Promoter has the right to sell the said Premises in the Real Estate Project to be constructed by the Promoter, and, to enter into this Agreement with the Allottee/s of the said Premises to receive the sale consideration in respect thereof.

W. On demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the said Larger Land, and the plans, designs and specifications prepared by the Promoter's Architects, and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including *inter-alia* the following:-

(i) Sanctioned plan, layout plans, building plans, floor plans, Development Permission, IOD, C.C.,

(ii) Title documents recited hereinabove by which the Promoter has acquired the right and entitlement to develop the said Larger Land.

(iii) The authenticated copies of the Property Register Card with respect to the said Larger Land, which are annexed and marked as **Annexure "7"** hereto;

(iv) The authenticated copy of the Sanctioned Floor Plan of the said Premises, is annexed and marked as **Annexure "11"** hereto.

X. Further the requisite approvals and sanctions, for the development of the Real Estate Project from the competent authorities are obtained by the Promoter.

Y. The Promoter will/has accordingly commence/commenced construction of the Real Estate Project in accordance with the sanctioned plans and amended proposed plans (if any), approvals and permissions, as referred hereinabove.

Z. The carpet area of the said Premises as defined under the provisions of RERA, is as more particularly specified in **Annexure "12" ("Premises and Transaction Details")**.

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

BB. The Promoter has agreed to sell to the Allottee/s and the Allottee/s has/have agreed to purchase and acquire from the Promoter, the said Premises, at or for the consideration as more particularly specified in the **Annexure "12" ("Premises and Transaction Details")** and upon the terms and conditions mentioned in this Agreement ("**Sale Consideration**"). Prior to the execution of these presents, the Allottee/s has/have paid to the Promoter part payment of the Sale Consideration of the Premises agreed to be sold by the Promoter to the Allottee/s as advance payment (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) as has been more particularly specified in **Annexure "1"**.

CC. The Sale Consideration amount mentioned herein was agreed between the Allottee/s and the Promoter on receipt of the initial payment. The agreed consideration may be higher than the market value for stamp duty payable on the date of the payment decided between the Parties. The stamp duty paid on this instrument may be different than the consideration for reason of it being executed at a later date than the initial agreement/payment as above.

DD. Under Section 13 of the RERA, the Promoter is required to execute a written

Agreement for Sale of the said Premises with the Allottee/s i.e. this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.

EE. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase and acquire, the Premises.

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of RERA.

2. **Construction**:

(i) The Promoter shall construct the said Building in accordance with the plans, designs and specifications as referred hereinabove, and as may be approved by the Concerned Authority or any other appropriate approving authority from time to time. The details of the Real Estate Project are more particularly specified in **Annexure "9"** annexed hereto (**"Larger Land and Building/Real Estate Project Details**"). The said Building shall have the common areas, facilities and amenities that may be usable by the Allottee/s and are listed in the **Fourth Schedule** hereunder written.

**PROVIDED THAT** the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of any variations or modifications which may adversely affect the Premises of the Allottee/s, except, any alteration or addition required by any Government authorities, or, due to change in law/DC Rules and regulations and new DC Rules and Regulations, or, any change as contemplated by any of the disclosures already made to the Allottee/s.

3. **Purchase of the Premises and Sale Consideration**:

(i) The Allottee/s hereby agrees to purchase and acquire from the Promoter, and the Promoter hereby agrees to sell to the Allottee/s, the said Premises in the Real Estate Project for the Sale Consideration as more particularly specified in the **Annexure "12" (**"**Premises and Transaction Details**"**)**. The entire details in respect of the said Premises including the carpet area in square meters as per the provisions of RERA, floor of Building, consideration value of the Premises is as more particularly specified in the **Annexure "12" (**"**Premises and Transaction Details**"**).** The said Premises is shown in the Sanctioned Floor Plan annexed and marked as **Annexure "11"** hereto.

(ii) The Allottee/s has/have paid before execution of this Agreement an amount more particularly specified in the **Annexure "12"** annexed hereto as part payment of the sale consideration and hereby agrees to pay to the Promoter the balance amount of Sale Consideration as per the payment schedule is more particularly specified in the **Annexure "12"**. The Receipt of the amounts paid by the Allottee/s to the Promoter has been annexed hereto as **Annexure "1"**.

(iii) In accordance with the progress of construction of the said Real Estate Project by the Promoter and the issuance by the Promoter to the Allottee/s of notice intimating the Allottee/s about the stage-wise completion of the said Real Estate Project as detailed in the payment schedule (the payment at each stage is individually referred to as "the installment" and collectively referred to as "the installments"). The payment of the Installments shall be made by the Allottee/s within 15 (fifteen) days of the Promoter making a demand for the payment of the respective installment, time being of the essence. Notwithstanding to whatever mentioned in this Agreement, the Allottee/s agrees and undertakes to make the payment of the entire balance Sale Consideration amount/all the balance payment slabs mentioned in the Payment Schedule on receiving Part Occupation Certificate/ Occupation Certificate in respect of the said Premises without any objection or demur.

(iv) U/s.194 IA of Income Tax Act, 1961, the Allottee/s is/are required to deduct 1% TDS on payment when the consideration of the said Premises exceed to Rs.50 Lacs and issue the Promoter form 16B about such deductions. The Allottee shall pay the TDS against the installment of Sale Consideration and Other Charges to the Promoter and the Promoter shall deposit the TDS in the concerned government account on behalf of the Allottee.

(v) It is clarified that Sale Consideration shall be payable by the Allottee/sby depositing in the Bank Account for the Real Estate Project, the details of the Bank Account are more particularly specified in the **Annexure ''12'' (''Premises and Transaction Details'')** is annexed hereto and the same shall be used by the Promoter as per the provisions of RERA and MAHA RERA Rules.

(vi) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of Property Tax, CGST and SGST, TDS and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the said Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including CGST and SGST, TDS and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof. Further details about the total taxes to be paid by the Allottee for his/her/their Premises is as specified in the **Annexure ''12'' (''Premises and Transaction Details'')** annexed hereto.

(vii) The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation/demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

(viii) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the said Real Estate Project is complete and the Occupation Certificate is granted by the concerned authority or any other appropriate approving authority from time to time, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total Sale Consideration payable on the basis of the carpet area of the said Premises, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area beyond the defined limit of 3% (three percent), then, the Promoter shall refund the excess money paid by the Allottee/s within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to the Allottee/s beyond the defined limit of 3% (three percent), the Promoter shall demand additional amount from the Allottee/s towards Sale Consideration, which shall be payable by the Allottee/s prior to taking possession of the Premises. It is clarified that the payments to be made by the Promoter/Allottee/s, as the case may be, under this Clause, shall be made at the same rate per square meter as agreed in clause 3(i) of this Agreement and as more particularly specified in Clause No.(4) in the **Annexure "12"**.

(ix) The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, including TDS, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner. The rights of the Promoter under this clause are without prejudice to the rights and remedies of the Promoter under this Agreement and at law in case of the breach by the Allottee/s of any term of this Agreement.

(x) If the Allottee/s enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed in Clause No.3(iii) above and in accordance with the payment schedule more particularly specified in **Annexure "12"** and as mentioned in this Agreement (which will not absolve Allottee/s of its responsibilities under this Agreement).

(xi) The Promoter shall be entitled to securitize the Sale Consideration and other amounts payable by the Allottee/s under this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Consideration and other amounts payable by the Allottee/s under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee/s shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.

4. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned authority or any other appropriate approving authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Allottee/s, obtain from the concerned authority or any other appropriate approving authority, the Occupation Certificate or Completion Certificate in respect of the said Premises.

5. Time is of the essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the Premises and handing over the Premises to the Allottee/s after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities in the said Building that may be usable by the Allottee/s and are listed in the **Fourth Schedule** hereunder written.

   Similarly, the Allottee/s shall make timely payments of all installments of the Sale Consideration and other dues payable by him/her/it and meeting, complying with and fulfilling all its other obligations under this Agreement.

6. **Car Parking Slot/s:**

   i. The Allottee/s has/have requested the Promoter to allot ____ number of car parking slot/s to the Allottee/s. On the request of the Allottee/s, the Promoter hereby agrees to allot to the Allottee/s ______number of mechanical stackable/non stackable/ Puzzle parking slot/s ("**Car Parking Slot/s**") as per availability. The details about the nature of car parking slot/s number/s, location of the car park/s, car parking number/s shall be separately communicated to the Allottee/s at the time of handing over of possession of the said Premises.

   ii. The Allottee/s is/are further aware that, the Promoter has not allotted the car parking slot/s to those Allottee/s who have not requested for the allotment of car parking slot/s and hence those allottees are not entitled to use Car Parking Slot/s. The clauses relating to car parking are applicable only to those allottees who have applied for car parking.

   iii. On handover of the premises to the Allottee/s it is possible that the Allottee/s may not get car parking which is allotted to him/her under this Agreement. In such case, the Allottee/s agrees that, at the time of handover of possession of the said Premises temporary car parking may be allotted to the Allottee/s and permanent car parking will be allotted subsequently. At the time of allotment/handover of the permanent car parking the Allottee/s undertakes to simultaneously handover the temporary car parking to the Promoter without any delay or demur.

   iv. The usage of Car Parking if allotted by the Promoter in favour of the Allottee/s shall be governed as follows:

      a) The allotment of the car parking slot/s shall be at the sole discretion of the Promoter and the Allottee/s shall not dispute and/or object the same for any reason whatsoever.

      b) The Allottee/s is/are aware that the Promoter has proposed car parking in Basement/Ground/Podium. Car Parking Slot/s may be mechanical stackable/non stackable/Puzzle at the discretion of the Promoter The Allottee agrees to accept the type of car parking allotted to the Allottee by the Promoter.

c) The Allottee/s shall not raise any objection or refuse to take possession of Premises alongwith temporary car parking slot/s for the reason of non-availability of permanent Car Parking Slots/s at the time of handover of possession of the said Premises.

d) The maintenance charges and local taxes allocated to such temporary Car Parking Slot/s or Permanent Parking Slot/s shall be paid by the Allottee/s.

e) The said Car Parking Slot/s shall be utilized for parking the Allottee's own light motor vehicle only and shall not be used for parking of any other vehicle or for any other purpose whatsoever.

f) The Allottee/s acknowledges that Promoter shall provide car parking slot/s for normal Light Motor Vehicle size and not for large / extra large size car or SUV. Thus, the Promoter shall not be responsible or liable to the Allottee/s, in case the Allottee/s' car cannot use/fit the said allotted car parking slot/s. The minimum size of the car parking slots will be 2.5 mtr wide and 5.5 mtr deep.

g) The car parking slot/s is/are attached with and connected to the Premises. The Allottee/s agrees and confirms that the allotted car parking slot/s shall automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption, re-possession etc. of the premises under any of the provisions of this Agreement.

h) The Allottee/s undertakes not to sell/transfer/lease/sub-lease/ provide on license basis or deal with the said allotted parking slot/s.

i) Unauthorized usage of car parking slot/s shall be leviable with penalty as may be determined by the Promoter. After completion of the Project, Society/Organization shall be entitled to charge such amount as may be decided by Society/Organization from time to time for any unauthorized usage thereof.

j) The Allottee/s further expressly agrees that, he/ she/ they shall pay on a quarterly basis the maintenance charges of the Car Parking Slot/s as mentioned in **Annexure "12" (Premises and Transaction Details)**. The said maintenance charges are provisional in nature and are subject to increase from time to time as decided by the Promoter/Society/Organization.

k) The Allottee/s is/are aware that the Promoter shall in their sole discretion have exclusive rights to provide the additional Car Parking Slot/s, if available in the project/layout of the project, for use as per the request of the Allottee/s.

l) The Allottee/s do hereby expressly and irrevocably agrees and confirms that he/she/they has accepted car parking by way of mechanical stack/non stackable/Puzzle parking. The Allottee/s do hereby expressly and irrevocably agrees and confirms that he/she/they will not hold the promoter liable for failure of mechanical stack/non stack/Puzzle parking at any time.

m) The Allottee/s do hereby irrevocably agree and confirm with the Promoter that he/she/they is/are fully aware that the Promoter will provide Parking Facility for the benefit of the Allottee/s and such Car Parking Slot(s) will be allotted by the Promoter to the Allottee/s at such location as may be available with the Promoter and which may be anywhere below Building on the said Land/Larger Land and the Allottee/s do hereby agree and confirm that he/she/they will have No Objection in any manner whatsoever.

7. **FSI, TDR and development potentiality with respect to the said Real Estate Project on the said Land**:

The Allottee/s hereby agrees, accepts and confirms that the Promoter proposes to develop the Real Estate Project (including by utilization of the full development potential) in the manner as more particularly mentioned in this Agreement and Allottee/s has/have agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

8. **FSI, TDR and development potentiality with respect to the Proposed Future and Further Development of the Larger Land/Building**:

The Allottee/s hereby agrees, accepts and confirms that the Promoter proposes to develop the Building/Larger Land (by utilization of the full development potential) and may undertake multiple buildings/real estate projects by amalgamation of land and Allottee/s has/have agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

9. **Possession Date, Delays and Termination**:

(i) The Promoter shall give possession of the said Premises to the Allottee/s on or before the possession date mentioned for the "Real Estate Project" as more particularly specified in the **Annexure "9"** annexed hereto ("**Larger Land and Building/Real Estate Project Details**") ("**Possession Date**"), provided, that all the amounts payable under this Agreement are fully paid by the Allottee/s and the Allottee/s is/are not in breach of any of the term/s and condition/s of this Agreement. And further provided however, that the Promoter shall be entitled to extension of time for giving delivery of the said Premises on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:-

(a) war, civil commotion, any act of God;

(b) any notice, order, rule, notification of the Government and/or other public or competent authority/court;

In such event the date of handover of possession of the said Premises shall be extended to the extent of loss of time.

(ii) If the Promoter fails to abide by the time schedule for completing the said Real Estate Project and for handing over the said Premises to the Allottee/s on the Possession Date (save and except for the reasons as stated in Clause No.9(i) mentioned above), then the Allottee/s shall be entitled to either of the following:-

(a) call upon the Promoter by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("**Interest Notice**"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum thereon ("**the Interest Rate**") for delay in possession, from the Possession Date, on the Sale Consideration paid by the Allottee/s. The interest shall be paid by the Promoter to the Allottee/s till the date of offering to hand over of the possession of the said Premises by the Promoter to the Allottee/s;

**OR**

(b) the Allottee/s shall be entitled to terminate this Agreement by giving written notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("**Allottee/s Termination Notice**"). On the receipt of the Allottee/s Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 days from the date of receipt of the Termination Notice by the Promoter, the Promoter shall refund to the Allottee/s the amounts already received by the Promoter under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum thereon ("**Interest Rate**") to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Promoter (as stated in this clause), the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or the car park in the manner it deems fit and proper.

(iii) In case if the Allottee/s elects his/her/their remedy under sub-clause (ii)(a) above then in such a case the Allottee/s shall not subsequently be entitled to the remedy under sub-clause (ii)(b) above.

(iv) **ALLOTTEE/S EVENTS OF DEFAULT:**

It is specifically agreed, undertaken and covenanted by the Allottee/s that all defaults, breaches and/or non compliance of any of the terms and conditions of this Agreement including but not limited to the defaults specified below shall be deemed to be events of default liable for consequences stipulated in this Agreement:-

a) Failure or incapacity on the part of Allottee/s to make payments within the time as stipulated in this Agreement for any reasons whatsoever or failure to pay the Sale Consideration, Taxes on sale, Taxes levied by Local Authority or Planning Authority TDS contribution, maintenance charges, deposits, other charges, outgoings appropriate stamp duty, legal charges, registration charges any incidental charges as demanded by the Promoter, any other charges, deposits or any amount payable under this Agreement as may be notified by the Promoter to the Allottee/s under the terms of this Agreement.

b) Causing obstructions/hindrances to the construction or implementation of Building/Real Estate Project or sales of Premises, either by physical means or by mass communications, including emails, mass emails, social networking sites etc.

c) Causing or making any defamatory statements against the promoter which is lowering the esteem of the Promoter in eyes of other Allottee/s or public at large.

(v) If the Allottee/s fails to make any payments under this Agreement on the stipulated date/s and time/s as required under this Agreement, then, the Allottee/s shall pay to the Promoter interest at the Interest Rate as defined above, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate till actual realization of all the outstanding amounts.

(vi) Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned at Sub-Clause (ii)(a) above, and any other rights and remedies available to the Promoter, either (a) on the Allottee/s committing breach of any of the terms and conditions/covenants of this Agreement and/or failure to perform any obligation under this Agreement and/or default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Allottee/s committing three default/s of payment of installments of the Sale Consideration, and/or (c) on occurrence of any event of default as mentioned in Sub-clause (iv) above, the Promoter shall be entitled to at its own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee/s. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s ("**Default Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s ("**Promoter Termination Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s. On the receipt of the Promoter Termination Notice by the Allottee/s, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this sub-clause, the Promoter shall be entitled to forfeit upto 5% (five percentage) of the Sale Consideration at the sole discretion of the Promoter ("**Forfeiture Amount**") as and by way of agreed genuine pre-estimate of liquidated damages. In addition thereto, any taxes, brokerage amount, stamp duty and registration charges on this Agreement (if borne by the Promoter on behalf of the Allottee/s) or other charges such as charges for sanction letter paid to a bank, charges/expenses paid to a Real Estate Agent or any other third party company / individual involved in the transaction, on behalf of or for the Allottee/s shall also be deducted from the total amount to be refunded to the Allottee/s. The Promoter shall after deduction of the Forfeiture Amount, brokerage amount taxes and other charges mentioned above, refund the balance amount of the Sale Consideration paid by the Allottee/s, to the Allottee/s within a period of thirty days from termination and/or on signing of the Cancellation Deed. Upon the termination of this Agreement, the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or car parks in the manner it deems fit and proper without any further reference or recourse to the Allottee/s. In the event of termination of the Agreement as mentioned above, the Allottee agrees and undertakes to forthwith execute and register a Deed of Cancellation to cancel this Agreement along with any other necessary documents in this behalf. In case of termination of this Agreement for whatsoever reason if Allottee/s does not come forward to execute and register the Deed of Cancellation in respect of the said Premises, then in such circumstances the Promoter shall be entitled to resort the remedy available to it under the applicable law/rules/regulations to cancel such registered Agreement for Sale in respect of the said Premises and in such event, the Allottee irrevocably agrees, that the Promoter shall also be entitled to file declaration with respect to termination and cancellation of this Agreement before the Sub-Registrar of Assurances.

(vii) The Allottee/s agrees that in the event of termination of this Agreement by the Promoter as provided in this Agreement, and in the event of the said Premises being in the possession of the Allottee/s then the Promoter shall forthwith be entitled to and have the right to re-enter upon the said Premises and the Car Parking Slot(s) and resume possession of the same and the Allottee/s will quit, vacate and deliver quiet and peaceful possession of the said Premises to the Promoter. If the Allottee/s fails to quit, vacate & deliver the said premises to the Promoter then the Allottee/s shall thereupon be liable to immediate ejectment there from as trespasser. It is understood by the Allottee/s that the allotment of the Car Parking Slot(s) is co-terminus with this Agreement and the allotment of the Car Parking Slot(s) shall stand terminated ipso facto with termination of this Agreement.

10. The common areas, facilities and amenities in the said Building that may be usable by the Allottee/s are listed in the **Fourth Schedule** hereunder written. The common areas and facilities in the said Building that may be usable by the Allottee/s are listed in the **Fourth Schedule** hereunder written.

11. **Procedure for taking possession**:

(i) Upon obtainment of the Occupancy Certificate from the concerned authority or any other appropriate approving authority and upon payment by the Allottee/s of the requisite installments of the Sale

Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said Premises to the Allottee/s in writing ("**Possession Notice**"). The Allottee/s agrees to pay the maintenance charges as determined by the Promoter or the Society/Organization, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing after receiving the Occupancy Certificate of the Real Estate Project, provided the Allottee/s has made payment of the requisite installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement.

(ii) The Allottee/s shall take possession of the said Premises within 15 (fifteen) days of the Possession Notice.

(iii) Upon receiving the Possession Notice from the Promoter as per Clause No.11(i) above, the Allottee/s shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee/s. Irrespective of whether the Allottee/s takes or fails to take possession of the said Premises within the time provided in Clause No.11(ii) above, such Allottee/s shall continue to be liable to pay maintenance charges and all other charges with respect to the said Premises, after expiry of 15 (fifteen) days of Possession Notice.

(iv) After expiry of 15 (fifteen) days from receipt of the Possession Notice i.e. from $16^{th}$ day onwards, the Allottee shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project and for the said Land/Larger Land (in case if any) including *inter-alia*, property tax, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the managementand maintenance of common areas and amenities of the Real Estate Project and/or the said Land and/or the Larger Land (in case if any). Thus, the Promoter shall be entitled to charge and recover from the Allottee and the Allottee shall be liable to pay proportionately towards outgoings and other charges being inclusive of but not limited to the following:

a) Maintenance, repairs to the said Building, the compound, the compound walls, water pumps and electrical fittings, drainage and plumbing installations and fittings, etc.;

b) Charges towards maintenance of the Retained Portion(in case if any) as well as Garden and common layout (in case if any);

c) Cost of keeping said Land and/or for the Larger Land (in case if any) clean and lighted;

d) Decorating and/or painting the exterior of the said Building, passages and staircases after date of possession;

e) Property taxes, cesses, levies any other applicable taxes and premia in respect of the insurance of the said Building, land revenue, assessments, any other applicable taxes etc.;

f) Salaries and wages of persons employed for watching and/or cleaning the said Land, operating water-pumps, maintaining records, etc.;

g) Water & Sewerage charges and taxes etc;

h) Sinking & Other funds as may be determined by the Promoter;

i) Rent & cost of water meter or electric meters;

j) Betterment Charges;

k) Cost of water supplied by water tankers;

l) Maintenance of common areas and amenities, of Real Estate Project if provided. All other proportionate outgoings due in respect of the said Land/Larger Land including those incurred for the exclusive benefit of the Allottee of his Premises.

m) Service Charges to the Promoter alongwith staff salary for providing services to maintain the building/s facilities/amenities.

(v) Until the Society/Organization is formed and the Society/Organization Conveyance Deed is duly executed and registered, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Allottee/s further agrees that till the Allottee's share is so determined by the Promoter at its sole discretion, the Allottee/s shall pay to the Promoter provisional quarterly contribution as more particularly specified in the **Annexure "12" ("Premises and Transaction Details")** annexed hereto for every 3 months, in advance on or before 5$^{th}$ day of beginning of every quarter towards the outgoings. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest.

(vi) The Allottee/s will not be entitled to seek adjustment of the deposit amounts mentioned in **Annexure "12"** against the monthly contribution of maintenance, municipal taxes and outgoings. In the event the Allottee/s fails to pay such Maintenance Charges, the Promoter may at its discretion adjust the said amount from the on account deposit mentioned in **Annexure "12"** and the Allottee/s shall immediately after being called upon by the Promoter, replenish the deficit of such deposit.

(vii) The Allottee/s shall not withhold the payment of Maintenance Charges for any reason whatsoever and shall pay to the Promoter till the establishment of the Society/Organization, without any demur and default. Without prejudice to other remedies available under this Agreement, non-payment of Maintenance Charges shall authorize the Promoter to prevent the use of lift by the persons residing in or visiting the said Premises, prevent the Allottee/s from using Common Area and facilities and shall also authorize Promoter to levy interest at the rate prescribed under RERA on defaulted and delayed payment. The Allottee/s is/are hereby granting irrevocable authority to the Promoter for the same.

(viii) The Allottee/s hereby agree, confirm and undertake that irrespective of any disputes, which may arise between the Promoter and the Allottee/s, the Allottee/s shall punctually pay all amounts, contributions, deposits as mentioned in this Agreement and shall not withhold the same for any reason whatsoever.

(ix) The Allottee/s has/have agreed that the amounts paid or becoming payable to the Promoter by the Allottee/s under this Agreement shall be refundable only in accordance with the terms of this Agreement and shall not in any event carry interest except as expressly provided under this Agreement.

(x) The Promoter may agree to permit, (subject to the Allottee/s having fulfilled all his/her/its obligations under this Agreement, and having paid full Sale Consideration amount, alongwith tax on sales of the said Premises and maintenance charges, outgoings, other charges and any other amount payable) entry to the Allottee/s to the said Premises for carrying out interior works if such entry is desired by the Allottee/s prior to the Possession Date upon execution of a suitable Indemnity Bond as required by the Promoter. However, such permission shall not be construed as handover of possession of the said Premises for occupation purpose or in no way entitle the Allottee/s to have any right, interest or title of any nature whatsoever in respect of the said Premises. During this period the Allottee/s undertakes to ensure that its interior work would supplement efforts of the Promoter to obtain necessary approvals for the occupation and use of the said Premises from the concerned authorities. The Allottee/s undertakes not to cause any damage to the said Real Estate Project while carrying out the interior works of the said Premises and in the event any such damage is caused, the Allottee/s agrees to reimburse the Promoter the costs of rectification thereof. For this the Promoter shall take a refundable deposit of Rs.________/- (Rupees ________________________Only) which will be refunded after the interior work is completed post inspection and in the event if any damage to the common area/Real Estate project or part thereof then amount for making good such damages shall be appropriated from the said deposit and the balance if any shall be refunded to the Allottee/s. The Allottee/s shall complete the fit out in the said Premises at its own costs, charges, risks, consequences thereof.

12. (a)If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the said Premises or the said Real Estate Project or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA and MAHA RERA Rules.

(b)Notwithstanding to what is mentioned in clause 12 above, the Allottee agrees that the Promoter shall not be liable for any such defects if the same have been caused by reason of the Allottee/s or its agents/contractors making any internal/external changes, premises finishing, fittings, interior works, renovations, additions/alterations of whatsoever nature in the said Premises, in the elevation, chisel or in any other manner causes damage to columns beams walls slabs or RCC, Pardis or other structural members in the said Premises, and/or the willful default and/or negligence of the Allottee/s or its agents/contractors and/or any other allottees or their agents/contractors in the Real Estate Project.

13. The Allottee/s shall use the said Premises or any part thereof or permit the same to be used only for Residential purpose only. The Allottee/s shall use the car parking slot/s only for purpose of parking vehicle.

14. **Formation of the Society and Other Societies**:

(i) Upon 51% of the total number of units/premises in the said Building being booked by the Allottee, the Promoter shall submit an application to the competent authorities to form a co-operative housing society to comprise solely of the Allottee and other allottees of units/premises in the said Building, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the MAHARERA Rules.

(ii) The Allottee shall, along with other allottees of premises/units in the said Building, join and register a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the RERA and MAHARERA Rules ("**the Society**").

(iii) For this purpose, the Allottee shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee, so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

(iv) The name of the Society shall be solely decided by the Promoter.

(v) The Society shall admit all purchasers/allottees of various flats and premises in the said Building/Real Estate Project as members, in accordance with its bye-laws.

(vi) The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the said Building/Real Estate Project, if any.

(vii) In accordance with the provisions of RERA, the Promoter shall submit application/s to the competent authorities to join the Allottees in the other Real Estate Projects as member of the Society already formed for the earlier/first Real Estate Project who shall become members, in accordance with the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder and the RERA and MAHARERA Rules.

(viii) The costs, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society and/or Other Societies, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society/Other Societies and their respective members/intended members including the Allottee, as the case may be, and the Promoter shall not be liable toward the same.

15. **Formation of the Organization**:

(i) The Promoter may within the period permitted under RERA and MahaRERA shall submit application/s to the competent/concerned authorities to form a Society/Company/ Condominium under the provisions of the Maharashtra Co-operative Societies Act, 1960/Companies Act, 1956/ Maharashtra Apartment Ownership Act, 1970 and the Rules made thereunder ("**Organization**").

(ii) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Organization, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Organization and its members/intended members, and the Promoter shall not be liable toward the same.

16. **Conveyance of the said Larger Land to the Organization**:

(i) In accordance with the provisions of RERA, the Promoter and the Organization shall execute and register an Indenture of Conveyance whereby the Promoter shall convey all its right, title and interest in the land comprised in the said Larger Land (after deducting the amenity area handed over to the MCGM/Concerned Authority, if any) and in all areas, spaces, common areas, facilities and amenities in the said Larger Land in favour of the Organization ("**Organization Conveyance**").

(ii) The Organization shall be required to join in execution and registration of the Organization Conveyance. The costs, expenses, charges, levies and taxes on the Organization Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Organization alone. Post the Organization Conveyance, the Organization shall be responsible for the operation and management and/or supervision of the said Larger Land including any common areas, facilities and amenities and the Promoter shall not be responsible for the same.

17. The Promoter shall have the right to designate any space on the said Larger Land to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the Allottees of the Premises in the buildings that may be developed on the said Larger Land, free or on payment of charges to such utility providers. The Promoter shall also be entitled to designate any space in the said Larger Land to such utility provider either on leave and license or sub-lease or leasehold basis for the purpose of installing power sub-stations/equipments with a view to service the requirement in the said Land/Larger Land and the buildings constructed thereon.

18. Notwithstanding the other provisions of this Agreement, the Promoter shall be entitled to nominate any person ("**Project Management Agency**") to manage the operation and maintenance of the Buildings constructed/ to be constructed on the said Land/Larger Land, common amenities, common areas, facilities and the infrastructure on the said Land/Larger Land, or part thereof after the completion of the development for a period till formation and handover of the said Land/Larger Land or part thereof in favour of the Society/Organization. The Promoter shall have the authority and discretion

to negotiate with such Project Management Agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the Project Management Agency shall be borne and paid by the Allottee/s and/or occupants of the Real Estate Project including the Allottee/s on a pro rata basis, as part of the development and common infrastructure charges referred to herein. Such charges may vary and the Allottee/s agrees that it shall not raise any dispute regarding the appointment of any Project Management Agency by the Promoter for the Real Estate Project/Building or towards the maintenance charges determined by such agency. It is agreed and understood by the Allottee/s that the cost of maintenance of the Real Estate Project/Building and the part of the said Land and other common areas, facilities and infrastructure in the said Land shall be borne and paid by only the Allottee/s and other Allottees/occupants on a pro-rata basis. The Allottee/s agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter and/or the Project Management Agency, including without limitation, payment of the Allottee's share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the said Land (in case if any) and buildings constructed thereon from time to time. The Allottee/s is/are aware that the Promoter is not in a business of providing services proposed to be provided by the Project Management Agency. The Parties hereto agree that the Promoter is not and shall not be responsible or liable in connection with any defect or the performance or non performance or otherwise of the services provided by the Project Management Agency.

19. The Promoter shall be entitled to construct site offices/sales lounge on the said Land/Larger Land and shall have the right to access the same at any time without any restriction whatsoever till the said Land or any portion thereof is conveyed/assigned to the Society/Organization.

20. The Allottee/s agrees and undertakes that, the Allottee/s shall, before delivery of possession of the said Premises deposit the amounts ("**Other Charges**") as mentioned below with the Promoter as more particularly specified in **Annexure "12" ("Premises and Transaction Details")** annexed hereto.

(i) **Adhoc Maintenance Deposit:**

Maintenance Deposit (18 months) shall be treated as corpus and shall be transferred to the Society/Organization simultaneously with the execution of Society/Organization Conveyance in favour of the Society/Organization after adjusting the outstanding dues if any of the Allottee/s The Ad-hoc Maintenance Deposit is exclusive of any taxes and the Allottee/s shall be required to make the payment of the taxes separately.

(ii) **Adhoc Advance Maintenance (6 months):**

The Advance Maintenance (6 months) shall be appropriated against the Monthly Maintenance. The Ad-hoc Advance Maintenance is exclusive of any taxes and the Allottee/s shall be required to make the payment of the taxes separately.

(iii) **Share of Expenses for Society/Organization Formation and Legal**

**Charges:**

This amount is for formation of society/Organization and preparation of legal documents. The Promoter will not be liable to give any account of how these funds are appropriated.

(iv) **Corpus Fund and Usage Charges towards Fitness Centre:**

There will be an annual usage charges over and above Corpus Fund.

(v) **Electric and Water Connection Charges:**

This amount is used for electric and water connection infrastructure like meters, substations, receiving stations, etc. The Promoter will not be liable to give any account of how these funds are appropriated. The Promoter has informed the Allottee and the Allottee is aware that the charges/deposits towards water, electricity, external drainage or any other service connection mentioned under the head ‘‘Other Charges’’ in the **Annexure ‘‘12’’** are provisional in nature and may increase, due to increase in charges/deposits imposed by the concerned local bodies/government authority. If there is any increase in charges/deposits by the concerned local bodies/government authority, the Promoter shall demand the additional amount from the Allottee towards the water, electricity, external drainage or any other service connection and the Allottee agrees and undertakes to pay the additional amount to the Promoter without any objection.

(vi) The above mentioned amounts are not refundable (except those specifically mentioned in this Agreement) and no accounts or statement will be required to be given by the Promoter to the Allottee/s in respect of the above amounts deposited by the Allottee/s with the Promoter. The deposits mentioned above shall not carry any interest. Other Charges are exclusive of any taxes including but not limited to CGST and SGST, TDS or any other tax/levy and the Allottee/s shall be liable to bear the same separately.

21. **Maintenance Charges:**

(i) The Allottee/s hereby agrees to make payment of maintenance charges and outgoings on or before the date of taking possession of the said Premises, on account of premises as provided in the table in **Annexure ‘‘12’’** hereto. The Allottee/s do hereby further agree that maintenance charges of the premises shall start after a period of 15 days from the date of intimation about the Premises is ready for use and occupation.

(ii) The Allottee/s agrees and undertakes to pay the CGST and SGST or any other taxes as may be applicable from time to time on the Maintenance Charges Other Charges separately without any objection or demur. The Allottee/s shall after the appropriation of the amount is complete as mentioned above, pay the Maintenance charges monthly by 5th day of every quarter i.e. April-July-October-January in advance. The Allottee/s hereby further agrees to take the possession of the said Premises within 15 days from the date of intimation about the said Premises is ready for use and occupation.

(iii) The Allottee/s hereby agree that he/they are aware and that the maintenance charges are provisional in nature and shall be subject to change and that the Allottee/s shall be bound to pay the maintenance charges of the said Premises regularly as stated above along with 10% increase or actual increase, whichever may be higher in every financial year or if it is increased for the reasons beyond the control during the same financial year. The Allottee/s agrees and undertakes to make the payment of the same without any objection or demur.

22. The Promoter has informed the Allottee/s that there may be common access road, street lights, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, if any and other common amenities and conveniences in the layout of the said Land/Larger Land. The Promoter has further informed the Allottee/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee/s alongwith other allottees of premises in the Building and/or on the said Land/Larger Land (in case if any), and the Allottee/s shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the allottee/s of premises on the Real Estate Project/Building including the Allottee/s herein and the proportion to be paid by the Allottee/s shall be determined by the Promoter and the Allottee/s agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee/s nor any of the allottees of premises in the Building shall object to the Promoter laying through or under or over the said Land/Larger Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers which are to be developed and constructed on any portion of the said Land/Larger Land.

23. **Representations and Warranties of the Promoter**:

The Promoter hereby represents and warrants to the Allottee/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate, and subject to the RERA Certificate,-

(i) The Promoter has clear and marketable title and has the requisite rights to carry out development upon the Larger Land and also has actual, physical and legal possession of the said Larger Land for the implementation of the Real Estate Project;

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

(iii) There are no encumbrances upon the said Larger Land/said Building except those as mentioned in **Annexure "10"** hereto;

(iv) There are no litigations pending before any Court of law with respect to the Real Estate Project/Larger Land except those as mentioned in the Title Certificate annexed as **Annexure "8"** to this Agreement;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project, shall be obtained by following due process of law;

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

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Larger Land and the said Premises, which will, in any manner, affect the rights of Allottee/s under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;

(ix) The Promoter 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 Real Estate Project to the competent Authorities till the Society/Organization Conveyance and thereupon shall be proportionately borne by the Society/Organization;

(x) 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 Land) has been received or served upon the Promoter in respect of the Land and/or the Project except those disclosed in the Title Certificate annexed as **Annexure "8"** to this Agreement.

24. The Allottee/s, with intention to bring all persons into whosoever hands the said Premises and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Promoter as follows:-

(i) To maintain the said Premises at the Allottee's own cost in good and tenantable repair and condition from the date on which possession of the said Premises is taken and shall not do or suffer to be done anything in or to the said Building/Real Estate Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Building/Real Estate Project/in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and the Promoter.

(ii) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building/Real Estate Project in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the said Real Estate Project in which the said Premises is situated, including entrances of the said Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project in which the said Premises is situated or the said

Premises on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

(iii) Shall not store or keep in the said Premises any articles or goods which are banned by the Government, or which may expose the said Premises to undue deterioration or danger of fire or any articles or goods or objectionable or hazardous nature, the storing of which may imperil the safety of the said Building.

(iv) To carry out at his own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the said Building/Real Estate Project in which the said Premises is situated or the said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the said Premises committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and the Allottee/s do hereby indemnify and keep indemnified the Promoter in this regard.

(v) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Building/Real Estate Project in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said Building/Real Estate Project in which the said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Premises without the prior written permission of the Promoter and/or the Society/Organization.

(vi) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land and/or said Building in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

(vii) The Allottee/s shall not, at any time encroach or make temporary sitting arrangements or store materials upon the common areas of the Building. The Allottee/s shall not put up any temporary or permanent structure anywhere in the said Premises.

(viii) The name of the Real Estate Project/said Building shall always be in the accordance with the Design Manual approved by the Promoter only even after the conveyance of the land in favour of the Society/Organization as may be formed.

(ix) The Allottee shall not be entitled to change the structure of the said Premises in any manner whatsoever. The construction/alteration may adversely affect the structure of the premises and/or the adjoining Premises or the Premises below the said Premises. The Allottee/s shall not to do any such act, deed or thing that shall tantamount to consumption/violation of Floor Space Index (FSI) of the Premises or any part thereof.

(x) The Allottee/s shall not use the said Premises in such a manner as would lead to pollution, health hazards, noise, offensive fumes or smell or in such manner which may be or become a source of nuisance to the Promoter and other Allottees of the Building/Real Estate Project.

(xi) The Allottee/s shall not carry on or allow to be carried on in the said Premises any unlawful activities or any activities which may be considered offensive anti-social, illegal or which may be or become a source of nuisance to the Promoter or other Allottees in the said Building/Real Estate Project.

(xii) Any cabling, pipeline, drainage pipes, exhaust, gas pipelines shall be approved by the Promoter and shall be in accordance with the design manual of the Promoter.

(xiii) The Allottee/s shall perform and observe all the rules, regulations and bye-laws applicable to the Building/said Premises as also the provisions of this Agreement and not do and/or omit to do any act, deed, matter or thing as would constitute a breach of the rules, regulations and bye-laws applicable to the Building and the said Premises.

(xiv) The Allottee/s shall obey and abide by all applicable laws.

(xv) The Allottee/s shall not demolish, damage or remove any building structure and fixture which is built, erected or fixed on the said Premises, the RCC walls, exterior ceiling water proofing and all other parts of the said Premises and shall keep the same in good order and condition. The Allottee/s shall not construct any temporary or permanent structure in the said Premises and/or make any change in the said Building structure in any manner whatsoever.

(xvi) The Allottee/s shall not do or permit to be done any act or thing which may render void or voidable, any insurance of the Building or any part thereof or which may result in the increase in the premium payable thereof.

(xvii) The Allottee/s shall not fix grills or projections on the exterior of the said Premises and the Allottee/s shall not decorate or alter the exterior of the said Premises either by painting and/or otherwise. The Allottee/s shall not shift or alter the location of the windows or ventilators in the said Premises.

(xviii) Not to hang clothes, garments or any other item or thing from the balconies, windows or terraces appurtenant to the said Premises or any other place, save and except in the areas designated for the purpose;

(xix) It shall be the responsibility of the Society/Organization that would be formed to separate the dry and wet garbage and shall see to it that the wet garbage generated in Building/Real Estate Project shall be treated separately.

(xx) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the Larger Land and/or the said Real Estate Project in which the said Premises is situated.

(xxi) Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the said Building/Real Estate Project in which the said Premises is situated.

(xxii) Bear and pay in a timely manner and forthwith, all amounts, dues, taxes, installments of Sale Consideration, as required to be paid under this Agreement.

(xxiii) Not to change the user of the said Premises without the prior written permission of the Promoter and Society/Organization.

(xxiv) The Allottee/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee/s to the Promoter under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate if any. In the event the Allottee/s is/are desirous of transferring the said Premises and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee/s shall be entitled to effectuate such transfer only with the prior written permission of the Promoter which may be provided by the Promoter in its sole discretion.

(xxv) The Allottee/s shall observe and perform all the rules and regulations which the Society/Organization may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building/ said Real Estate Project and the said Premises therein and for the observance and performance of the Building/Real Estate Project Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Organization regarding the occupancy and use of the said Premises in the said Building/Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

(xxvi) The Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the said Building/Real Estate Project or any part thereof to view and examine the state and condition thereof.

(xxvii) Till the Society/Organization Conveyance Deed is executed in favour of the Society/Organization, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land/Larger Land, the buildings/towers/wings thereon, or any part thereof, to view and examine the state and condition thereof.

(xxviii) The allottees/group of allottees/society/Organization is aware that there might be unsold premises and/or unallotted car parkings in the Real Estate Project/Building, even after the execution of society/Organization formation/execution of conveyance of the Real Estate Project/Building in the favor of Society/Organization (whichever applicable). The Promoter shall deal with the unsold Premises/unallotted car parking as it deems fit and the allottees/group of allottees/society/Organization does not have any objection to the same.

(xxix) The Allottee/s agrees and confirms that notwithstanding that the Allottee/s has/have approached/may approach the Banks and/or the Financial institutions for availing loans in order to enable the Allottee/s to make the payment of the total consideration or part thereof in respect of the said Premises, it shall be the sole and the entire responsibility of the Allottee/s to ensure that the timely payment of the total consideration in respect of the said Premises. Notwithstanding any of the provisions hereof, the Allottee/s hereby agrees that the Promoter shall have first lien/charge until all the amounts including the total consideration, taxes and other charges and amounts payable in respect of the said Premises as provided herein have remained unpaid and the Allottee/s has/have no objection in this regard.

(xxx) The Allottee/s hereby indemnifies and shall keep indemnified the Promoter from and against all claims, costs, charges, expenses, damages and losses which the Promoter may suffer due to any action that may be initiated by the Bank/Financial institution on account of such loan or for recovery of loan on account of any breach by the Allottee/s of the terms and conditions governing the said loan and the Allottee/s undertakes to reimburse the same to the Promoter without any delay or demur or default.

(xxxi) It is agreed that the Allottee/s shall be entitled to avail loan from a bank/financial institution and to mortgage the said Premises by way of security for repayment of the said loan to such Bank only with the prior written consent of the Promoter. The Promoter will grant their no-objection, whereby the Promoter will express its no-objection to the Allottee/s availing of such loan and mortgaging the said Premises with such bank/financial institution, provided however, the Promoter shall not incur any liability/obligation for repayment of the monies so borrowed by the Allottee/s and/or any monies in respect of such borrowings including interest and cost and provided further that such mortgage created in favour of such bank/financial institution in respect of the said Premises of the Allottee/s shall not in any manner jeopardise the Promoter's right to receive full consideration and other charges and to develop the balance of the said Larger Land and such mortgage in favour of such bank/financial institution shall be subject to the Promoter's first lien and charge on the said Premises in respect of the unpaid amounts payable by the Allottee/s to the Promoter under the terms and conditions of this Agreement. The Promoter will issue the said no-objection letter provided that the concerned bank/financial institution agrees to make payment of the balance purchase price of the said Premises directly to the Promoter as per the schedule of payment of the purchase price provided in this Agreement.

(xxxii) The Promoter shall not be liable or responsible for any of the acts of omission or commission of the Allottee/s which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Allottee/s to inform the Society/Organization of the Premises Allottee/s i.e. the Society/Organization etc that may be formed about the lien/charge of such Banks/ Financial Institutions and the Promoter shall not be liable or responsible for the same in any manner whatsoever.

(xxxiii) Further, in the event that this Agreement is cancelled at any time, then the Allottee/s shall ensure that such lender returns to the Promoter, the original Agreement for Sale, Registration Receipt, Index II and any other document in respect of the said Premises which may be in their possession.

(xxxiv) Not to shift or alter the position of the toilets which would affect the drainage system of the said Premises/Building/Real Estate Project in any manner whatsoever;

(xxxv) The Allottee/s agrees and acknowledges that the sample Premises constructed by the Promoter and all furniture's, items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing as sample Premises if furnished by Allottee/s and the Promoter is not liable or required to provide any furniture, items, electronic goods and amenities etc. as displayed in the sample Premises, other than as expressly agreed by the Promoter under this Agreement.

(xxxvi) To keep the sewers, drains and pipes in the said Premises and appurtenance thereto in good tenantable repairs and condition and in particular, support shelter and protect the other parts of the said Building/Real Estate Project in which the said Premises are situate and the Allottee/s shall not chisel or in any other manner damage columns, beams, walls, slabs or R.C.C. Pardis or other structural members in the said Premises without the prior written permission of the Promoter and/or of the Society/Organization which consent shall not be unreasonably withheld.

(xxxvii) In case of the Allottee/s who is/are a non-resident/ foreign national of Indian Origin, in respect of all remittances, acquisitions/transfer of the said Premises, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Allottee/s understands and agrees that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control laws and guidelines issued those issued by the Reserve Bank of India, the Allottee/s alone shall be liable for any action under the Foreign Exchange Management, 1999, or any other statutory modifications or re-enactments thereto and other applicable laws. The Promoter accepts no responsibility in this regard and the Allottee/s does hereby indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

(xxxviii) The Allottee/s shall fully comply with and observe all the terms and conditions that are set out in this Agreement.

(xxxix) The Allottee/s is/are aware that the Promoter will be developing the said Larger Land on such terms and conditions as the Promoter may deem fit and shall be entitled to all the benefit of Floor Space Index or any such entitlements for the more beneficial and optimum use and enjoyment of the same in such manner as the Promoter deems fit and the Promoter shall be entitled to grant or offer upon or in respect of any portion of the said Larger Land, to any third party all such rights, benefits, privileges, easements etc. including right of way, right to draw from or connect to all drains, sewers, installations and/or services in the said Larger Land in such manner as may be desired by the Promoter and the Allottee/s expressly and irrevocably consents to the same.

(xl) The Promoter shall bear and pay all outgoings and statutory dues including municipal taxes, work contract tax, taxes for said land under construction and all the taxes relating to the said Larger Land, non-agricultural assessment and other assessments and/or dues and/or charges of any sort or in respect of and/or concerning the said Larger Land and the said Real Estate Project and the development of the said Larger Land and the said Real Estate Project. It is clarified that all taxes, dues, cess, outgoings with respect to the said Premises for a period prior upto possession shall be borne and paid by the Promoter and on and after the date of possession shall be borne and payable by the Allottee/s.

(xli) The Promoter herein has specifically informed the Allottee/s and the Allottee/s hereby agree, confirm and undertake that irrespective of any disputes, which may arise between the Promoter and the Allottee/s, the Allottee/s shall punctually pay all amounts payable towards Sale Consideration along with all taxes payable on sale or transfer of the said Premises and shall not withhold the same for any reason whatsoever.

(xlii) The Allottee/s shall not be entitled to or claim any easement or right of light or air, which would restrict or interfere with in any manner whatsoever, the free and unobstructed use and enjoyment of any portion of the said Land or Larger Land and the adjacent, contiguous and adjoining Lands and properties of the Promoter, for the purpose of development thereof and/or any other lawful purpose.

(xliii) The Allottee/s agrees and acknowledges that the Promoter has informed the Allottee/s that for the completion of the Real Estate

Project and development of the Larger Land, the Promoter is required to and the Promoter shall be entitled at all times, to carry out construction and/or any other allied work including completion work of the structures on the said Land and/or Larger Land, the Allottee/s not only as a Allottee/s of the said Premises, but also as a member or Managing Committee member of Society/Organization shall not at anytime, raise any objection, obstruction on any ground whatsoever, notwithstanding that there shall or may be any perceived or actual nuisance, annoyance and inconvenience that could arise during the construction and/or any other allied work including completion work of the structures on the said Land and/or Larger Land. The Allottee/s and/or the Society/Organization shall not interfere with the rights, powers and authorities of the Promoter in respect of implementing the scheme of development of the said Land and/or Larger Land in any manner whatsoever. The Allottee/s hereby undertakes to co-operate with and render all assistance to the Promoter in respect of the development of the said Land and/or Larger land.

(xliv) Notwithstanding anything herein contained the Promoter shall not be liable for any defect or damage caused to the said Premises or the Building /said Real Estate Project or to rectify any such defect caused as a result of negligence, improper maintenance, improper operation, any change, repair or alteration carried out by the Allottee/s. The liability of the Promoter under this Agreement shall forthwith cease in the event that the Allottee/s makes any such change or carries out any repairs or alterations to the said Premises or the Real Estate Project/said Building without the written consent of the Promoter.

(xlv) The Promoter may complete part, portion or floor of the said Real Estate Project and obtain part occupation certificate and give possession of Premises therein to the Allottee/s of such Premises and the Allottee/s herein shall not be entitled to raise any objection thereto. If the Allottee/s takes possession of the said Premises in such partly completed building, part or portion or floor and the Promoter or its agents or contractors shall carry on the remaining work with the Allottee/s occupying his/her/their Premises, the Allottee/s shall not object to, protest or obstruct or create hindrance in the execution of such work, even though the same may cause any nuisance or disturbance to him/her/them.

(xlvi) The Allottee/s shall fully co-operate with the Promoter in the matter of implementation of the scheme for development of Real Estate Project and the infrastructure and common amenities and facilities on the said Land and/or Larger Land without creating any obstruction or interference.

(xlvii) The Promoter shall be entitled to inspect all interior works carried out by the Allottee/s. In the event, the Promoter finds that the nature of interior work being executed by the Allottee/s is/are harmful to the said Premises or to the structure, facade and/or elevation of the Building then, the Promoter can require the Allottee/s to stop such interior work and the Allottee/s shall stop such interior work at once, without raising any dispute.

(xlviii) The Allottee/s will ensure that the debris from the interior works are be dumped in an area earmarked for the same and will be cleared by the Allottee/s, on a daily basis, at no cost to the Promoter and no nuisance or annoyance to the other allottees. All costs and consequences in this regard will be to the account of the Allottee/s.

(xlix) The Allottee/s will further ensure that the contractors and workers (whether engaged by the Allottee/s during execution of the interior work do not dump any material (waste or otherwise) of whatsoever nature either in the toilet, waste water line or soil line or in any other place other than those earmarked for the same.

(l) The Allottee/s shall ensure that the contractors and workers, do not use or spoil the toilets in the said Premises or in the Building or any part of the said Land and use only the toilets earmarked by the Promoter for this purpose.

(li) All materials brought into the said Premises for carrying out interior works will be at the sole cost, safety, security and consequence of the Allottee/s and that the Promoter will not be held responsible for any loss/theft/damage to the same and the Allottee/s duly indemnifies the Promoter in this regard.

(lii) During the execution of interior works, if any of the Allottee's contractor/workmen/agents / representatives misbehaves or is found to be in a drunken state, then the said contractor / workmen / agents/representatives will be removed forthwith and will not be allowed to re-enter the said Premises or the Building or any part of the said Land. Further, the Allottee/s shall be responsible for acts of such persons and the Allottee/s duly indemnifies the Promoter in this regard.

(liii) The Allottee/s shall not misuse the refuge area in future.

(liv) The Allottee/s have been further informed that all common areas and passage shall be maintained as per approved plan and shall not be misused at any point.

25. The Promoter shall maintain a separate account in respect of sums received from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Society/Organization or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

26. 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 the Real Estate Project or the said Building or the said Land or the Larger Land and/or any buildings/towers/wings as may be constructed thereon, or any part thereof. The Allottee shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces (if any), parking spaces, lobbies, staircases, terraces and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the Society/Organization Conveyance as the case may be.

27. **Mortgage or Charge on the Allottee's Premises or the said Land or the said Larger Land**:

The Promoter shall be at liberty to raise funds and avail loans and finance for developing the said Land and the Larger Land and for the said purpose shall be at liberty to create mortgage, charge, encumbrance in respect of its right, title and interest in the said Land and/or the said Larger Land or any part thereof and its development potential therein and the Allottee/s shall not raise any objection(s) whatsoever in this regard. However the Promoter shall ensure that such a charge/mortgage created shall not in any way jeopardize the rights of the Allottee/s in respect of the said Premises. Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Premises.

28. **Binding Effect**:

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the Schedules and Annexes along with the payments due as stipulated in the Payment Schedule specified in **Annexure "12"**, (**"Premises and Transaction Details"**) annexed hereto, within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Promoter. If the Allottee/s fails to execute and deliver to the Promoter this Agreement within 30(thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15(fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

29. **Entire Agreement**:

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Premises, as the case may be.

30. **Right to Amend**:

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

31. **Provisions of this Agreement applicable to the Allottee/subsequent allottees**:

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

32. **Severability**:

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this

Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the RERA or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

33. **Method of calculation of proportionate share**:

Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s in Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the other premises/areas/spaces in the Real Estate Project. It is expressly agreed and the Allottee/s is aware that as a result of changes in the building plans of the said Real Estate Project and/or the Layout of the said Larger Land, the share of the said Premises and/or the Allottee/s in the common areas and facilities may increase or decrease. The Allottee/s hereby expressly consents to such changes in the said share and hereby expressly authorizes the Promoter to so increase or decrease the said share of the Premises and/or the Allottee/s in the common areas and facilities of the said Real Estate Project and the Allottee/s hereby irrevocably agrees to accept the said share.

34. **Further Assurances**:

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

35. **Place of Execution**:

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

36. The Allottee/s and/or the Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.

37. All notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Courier or Registered Post A.D or notified Email ID at their respective addresses specified below:

**Allottee/s** : ______________________________

Address : ______________________________

______________________________

______________________________

Notified Email ID : ______________________________

**Promoter** : **M/S. United Enterprises**
Address :702, Marathon Max,
Mulund Goregaon Link Road,
Mulund (West), Mumbai–400 080
Notified Email ID :customercare@marathonrealty.com

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

38. **Joint Allottees**:

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

39. **Stamp Duty and Registration Charges**:

Any one of the clauses stated below will be applicable to the Allottee/s as per fact of the case.

The stamp duty and the registration charges and other incidental charges to this Agreement shall be borne and paid by the Allottee/s. In the event, any liability towards the Stamp Duty arises in future, the Allottee/s shall be liable to bear the same.The Allottee/s shall at his/her/their cost and expenses, lodge this Agreement before the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908 and after due notice on this regard the Promoter shall attend such office and admit the execution thereof.

**OR**

The stamp duty upto an amount of Rs.____________/- (Rupees ______________________________Only) shall be borne and paid by the Promoter and the Allottee/s shall be liable for payment of any amount over and above the above mentioned amount in the event any liability towards the Stamp Duty arises in future. The Registration Charges will be borne and paid by the Allottee/s. The Allottee/s shall lodge this Agreement before the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908 and after due notice in this regard the Promoter shall attend such office and admit the execution thereof and bear all other incidental charges in respect thereof, if any.

40. **Dispute Resolution**:

Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

41. The Parties are assessed under the Income Tax Act and their respective Permanent Account Numbers are as under:

Promoter : ________________

Allottee/s : _________________

42. **Governing Law**:

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India and the competent courts of Thane/Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

**THE FIRST SCHEDULE ABOVE REFERRED TO**
***[Description of the said Larger Land]***

All that pieces and parcel of land total admeasuring approximately 500.61 sq. mt. sq.mtrs. consisting of CTS No.1032A(p) corresponding to Survey No. 1000/1039(p) lying, being and situate at Village Mulund, Taluka Kurla, District Mumbai Suburban.

On or towards the East : Marathon Onyx
On or towards the West : 9m DP Road
On or towards the North : NEXT School and PG
On or towards the South : 12m DP Road

**THE SECOND SCHEDULE ABOVE REFERRED TO**
[**Description of the said Land**]

All that Land admeasuring 203.68 sq.mtrs., situate at Village Mulund, Taluka Kurla, District Mumbai Suburban being the portion of the said Larger Land as mentioned in First Schedule hereinabove.

**THE THIRD SCHEDULE ABOVE REFERRED TO**
[**Description of the said Premises**]

All the right, title and interest in the Premises No. _____ admeasuring __________ Sq.mts. RERA Carpet Area on the _____ floor, in the Real Estate Project/Building known as "**Sunset Gardens**" being constructed on the said Land described in the Second Schedule hereinabove with exclusive right to use the ____ number of Car Parking/s.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**
***(Description of Common Areas and Facilities and Amenities of Building)***

1. Fitness Centre
2. Society Office
3. Terrace

The common areas and amenities as mentioned in this Schedule for the Building shall be completed at the time of completion of the Building.

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for Sale in the presence of attesting witness, signing as such on the day first above written.

**SIGNED, SEALED AND DELIVERED** )
by the withinnamed **"Promoter"** )
**M/s United Enterprises** )
By the hand of its )
Authorized Signatory )
___________________________ )

in the presence of ….

1. _________________________

2. _________________________

**SIGNED AND DELIVERED** )
by the withinnamed "**Allottee/s**" )
__________________________ )
__________________________ )
__________________________ )

in the presence of ….

1. _________________________

2. _________________________

## List of Annexures

| | | |
|---|---|---|
| **Annexure "1"** | - | Receipt |
| **Annexure "2"** | - | Layout Plan |
| **Annexure "3"** | - | Copy of Development Permission |
| **Annexure "4"** | - | Copy of IOD issued by MCGM in respect of the Building. |
| **Annexure "5"** | - | Copy of Commencement Certificate issued by MCGM in respect of the Building and further granted/revised from time to time. |
| **Annexure "6"** | - | Details of Revised/Amended Approvals/Permissions |
| **Annexure "7"** | - | The authenticated copies of the Property Register Card with respect to the said Larger Land |
| **Annexure "8" (Colly.)** | - | Title Certificate dated ___________ and further Addendum/s to Title Certificate issued by Adv. Prasanna Tare |
| **Annexure "9"** | - | Larger Land, and Real Estate Project/Building Details |
| **Annexure "10"** | - | Details of Mortgage |
| **Annexure "11"** | - | Sanctioned Floor Plan |
| **Annexure "12"** | - | Premises and Transaction Details |
| **Annexure "13"** | - | RERA Certificate |
| **Annexure "14"** | - | Particulars of the brand and pricing of Internal Amenities of the Premises |

## ANNEXURE "12"
## (Premises and Transaction Details)

1. **Building Address:**

   The Building to be known as '**Sunset Gardens**' situate at D C Das Marg, off Devidayal Road, Behind Devidayal Garden, Mulund West, Mumbai-400 080.

2. **Said Building/Real Estate Project:** **Sunset Gardens**

3. **Details of the Premises:**

   a) Type of Residential Flat/Premises : ______________________

   b) Residential Flat/Premises No. : ______________________

   c) Floor : ______________________

   d) Carpet Area as per RERA : ______________________

   e) Other Areas exclusive to the said Premises, if any :

4. **Consideration Details:**

   a) Sale Consideration for said Premises: Rs.______________/- (Rupees ________________________________________________Only).

   b) Advance Payment made towards Consideration by the Allottee/s before execution of this Agreement of Rs.______________/- (Rupees ____________________________________ Only).

   c) Payment Schedule:

| S. No. | Payment Schedule | % (Percentage) |
|---|---|---|
| (i) | Earnest Money (including token amount) | 9.90% |
| (ii) | On execution of Agreement for Sale | 19.10% |
| (iii) | On Completion of Foundation | 8.00% |
| (iv) | On Completion of Plinth | 8.00% |
| (v) | On Completion of $1^{st}$ Slab | 5.00% |
| (vi) | On Completion of $6^{th}$ Slab | 5.00% |
| (vii) | On Completion of $11^{th}$ Slab | 5.00% |
| (viii) | On Completion of $16^{th}$ Slab | 5.00% |
| (ix) | On Completion of the remaining upper slab of particular phase | 5.00% |
| (x) | On Completion of Brickwork/ Electric conduits in wall of the said Premises | 4.00% |
| (xi) | On Completion of Concealed plumbing & waterproofing of the said Premises | 4.00% |
| (xii) | On Completion of Room/toilet flooring & toilet dado of the said Premises | 4.00% |
| (xiii) | On Completion of Door & windows of the said Premises | 4.00% |
| (xiv) | On Completion of Internal Electrical wiring, Switch board/plate fixing of the said Premises. | 4.00% |
| (xv) | On Completion of Internal painting of the said Premises | 2.00% |
| (xvi) | On Completion of tiling and painting of the Lift lobby of your Premises | 3.00% |
| (xvii) | On Possession of the said Premises being offered to the Allottee/s and/or before handover of the said Premises for fit outs | 5.00% |
| | **Total** | **100%** |

Note: For Real Estate Project where construction has commenced and/or completed, all construction related dues need to be completed as demanded.

d) Notwithstanding to whatever mentioned in this Agreement, the Allottee/s agrees and undertakes to make the payment of the entire balance Sale Consideration amount / all the balance payment slabs mentioned in the Payment Schedule on receiving Part Occupation Certificate/Occupation Certificate in respect of the said Premises without any objection or demur.

5. **Brokerage Charges:**

Brokerage Charges paid/payable by the Promoter in respect of the said Premises of Rs.____________/- (Rupees _________________________________Only).

6. **Details of Bank Account for the Real Estate Project:**

a) Bank Account Number :

b) Bank Name :

c) Bank Address :

d) Branch :

e) IFSC Code :

f) Account Name :

7. **Details of Taxes to be paid by the Allottee/s for his Premises:**

| Government Taxes as applicable on actuals as on date of Agreement | |
|---|---|
| a) | Tax Deducted at Source (if applicable) |
| b) | Stamp Duty |
| c) | Registration Charges |
| d) | CGST and SGST |
| e) | Property Tax |
| f) | Any Applicable Tax/Cess/Duty as may be applicable from time to time. |

8. **Maintenance Charges:**

a) **Maintenance Charges for Premises:**

Quarterly Maintenance Charges/Outgoings of Rs._______________/- (Rupees________________________________ Only) per quarter in advance on or before $5^{th}$ day of beginning of every quarter towards the maintenance charges/outgoings.

b) **Maintenance Charges for Car Parking:**

Quarterly Car Parking Maintenance Charges of Rs. ______________/- (Rupees ____________________________________ Only) per quarter in advance on or before $5^{th}$ day of beginning of every quarter towards the car parking maintenance charges. [Maintenance Charges towards Car Parking Slot/s are Rs._____________/- (Rupees ___________________________________ Only) per month per car parking slot].

9. **Other Charges:**

| **Miscellaneous Charges (payable before possession)** | | **Per Sq.ft.** | **Amount (in Rs.)** |
|---|---|---|---|
| a) | Adhoc Maintenance Deposit (18-months) (Per Sq.ft. on Carpet) | | |
| b) | Adhoc Advance Maintenance (6 months) (Per Sq.ft. on Carpet) | | |
| c) | Share of Expenses for Society/Organization Formation and registration, Legal Charges | | |
| d) | Corpus Fund towards Fitness Centre | | |
| e) | Fitness Centre Usage charges @ Rs._____/- per family of 4 per month x 12 months | | |
| f) | MSEB/ MJP (Electric Meter, Legal and Other Charges) | | |
| **GRAND TOTAL** | | | |