

DRAFT FOR DISCUSSION (25/08/2019)

AGREEMENT FOR SALE

THE ARTICLES OF AGREEMENT made and entered into at Thane on this ____ day of _____ in the Christian year Two Thousand _____ (201_) BETWEEN **M/S. JVM SPACES**, a partnership firm duly formed and registered under the provisions of Indian Partnership Act, 1932 represented by its partners **1) MR.** _____, **2) MR.** _____ and **3)** _____ having office at 1104, 11TH Floor, Dev Corpora, Eastern Express Highway, Opp. Cadbury Junction, Thane 400 601, hereinafter referred to as "**the BUILDERS**" / "**PROMOTERS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being constituting the said firm, M/S. JVM SPACES, the successor or successors of them and their respective heirs executors and administrations of such last survivor) of the ONE PART;

AND

Mr./Ms./Mrs. _____, Official
e-mail ID _____

R/o _____

having Income tax PAN No. _____

JOINTLY WITH

Mr./Ms./Mrs. _____ Official
e-mail ID _____

R/o _____

_____ having Income tax PAN No. _____

(FOR FIRMS)

M/s. _____ a partnership/ proprietorship firm duly registered and having its office at _____ through its Authorized Signatory Partner/ Sole Proprietor Mr./ Ms./ Mrs. _____, Official e-mail ID of the Firm Address _____ having Income Tax PAN _____

Hereinafter jointly and severally referred to as the "**Purchaser(s)**" (which expression unless excluded by or repugnant to the context or meaning thereof, shall mean and include his/her/their heirs, executors, administrators, successors and legal representatives) **OF THE OTHER PART.**

WHEREAS:

I) DEVOLUTION OF TITLE TO SHRI YASHWANT MORESHWAR MANWACHARYA (THE OWNER) IN RESPECT OF THE SAID PROPERTY:-

- A) Shri Parsharam Pandurang Manavcharya was owner of the land bearing Survey No.4, Hissa No.3 adm. area 2770 sq. mtrs. lying, being and situate at Village Vadavali, Taluka & District Thane belongs to Shri Yashwant Moreshwar Manwacharya (hereinafter referred to as "**THE SAID LARGER PROPERTY**") which is more particularly described in the First Schedule hereunder written died intestate sometime in the year 1971 leaving behind 1) Smt. Prabhavati Mahadev Lad, 2) Smt.Laxmibai Parsharam Manavcharya and 3) Shri Shyamrao Parsharam Manavcharya (since deceased through legal heirs) 3.1) Smt. Vithabi Shayamrao Manavcharya and 3.2) Shri Ashok Shyamro Manavcharya as his legal heirs accordingly their name came to be incorporated in record of rights of the said Property vide **Mutation Entry No. 54.**
- B) Smt. Prabhavati Mahadev Lad, 2) Smt.Laxmibai Parsharam Manavcharya and 3) Smt. Vithabi Shayamrao Manavcharya by recording statement before the revenue authority that Shri

Moreshwar Pandurang Manavcharya is in use, occupation and possession of the said Property hence, his name came to be recorded in record of rights of the said Property vide **Mutation Entry No. 55.**

- C) By virtue of Mutation Entry No. 55, name of Shri Moreshwar Pandurang Manavcharya came to be recorded in record of rights of the said Property inter-alia was in use, occupation and possession of the said Property.
- D) Upon statement being recorded by Shri Moreshwar Pandurang Manavcharya that he became old hence, name of his heirs namely 1) Shri Janardan Moreshwar Manavcharya, 2) Shri Yashwant Moreshwar Manwacharya and 3) Shri Digambar Moreshwar Manwacharya came to be recorded in record of rights of the said Property vide **Mutation Entry No. 132.**
- E) The sisters of Shri Yashwant Moreshwar Manwacharya namely Smt. Meena Ramakant Kadam and Mrs. Surekha Dilip Chaware got married and went to their in-laws place, however, their names were appearing on record of rights of the said Property, the said Property was actually in use, occupation possession and cultivation of Shri Yashwant Moreshwar Manwacharya, Smt. Meena Ramakant Kadam and Mrs. Surekha Dilip Chaware expressed their desire to get deleted their name from record of rights of the said Property. Accordingly Smt. Meena Ramakant Kadam and Mrs. Surekha Dilip Chaware and their mother Sumati recorded statement before Talathi, sajja Owale in front of panchas and released their rights in the suit property on 02.11.1983.
- F) The concerned Revenue Officer by following due procedure of law as contemplated in Maharashtra Land Revenue Code, 1966 conducted the panchnama and recorded the statement of two local villager and thereafter issued notice to Smt. Meena Ramakant Kadam and Mrs. Surekha Dilip Chaware and informed that upon statement in writing being made by them to release their right, their name came to be deleted from the occupants column of record of rights of the said Property and called them to lodge their objection either orally or in

writing and further intimated that, if any objection is not received then it would be deemed that they have consented to this mutation.

- G) The concerned Revenue Officer did not receive any objection pursuant to the above referred notice within 15 days hence the Circle Officer by verifying all the papers, documents and statement of Smt. Meena Ramakant Kadam and Mrs. Surekha Dilip Chaware and panchas certified the Mutation Entry No. 140 on 03/07/1984.
- H) By virtue of certification of the Mutation Entry No. 140, Smt. Meena Ramakant Kadam and Mrs. Surekha Dilip Chaware ceased to have any right in the said Property. It is pertinent to mention here that, despite of certification of the Mutation Entry No. 140 on 03/07/1984, the effect to the Mutation Entry No. 140 remained to be given in the record of rights of said Property hence, name of Smt. Meena Ramakant Kadam and Mrs. Surekha Dilip Chaware continued to be appearing in the record of rights of said Property.
- I) Shri Yshwant M. Manvacharya with a view to give effect of the Mutation Entry No. 140 in record of rights of the said Property made an application to the Tahsildar, Thane accordingly, the Tahsildar, Thane vide its order bearing no. Rev./Sec.1/T-3/RTS/KV/16839/2016 dated 27/10/2016 informed the Talathi Saza- Owle & Circle Officer, Balkum to initiate appropriate action as per Record of Right procedure.
- J) Smt. Meena Ramakant Kadam and Mrs. Surekha Dilip Chaware raised objection with regards to giving effect to the Mutation Entry No.140 by the Talathi Saza- Owle & Circle Officer, Balkum in record of rights of the said Property accordingly their objection recorded on "Dispute Register" and the matter transferred to the Tahsildar, Thane for disposal. Pursuant to above referred matter referred to the Tahsildar, Thane, hearing have been conducted by the Tahsildar, Thane from time to time and finally by giving opportunity of being heard to all the parties matter closed for order on 30/03/2017.

- K) The Tahsildar, Thane after considering all the material aspect and argument advanced by the parties to the proceeding vide its order dated 05/05/2017 rejected the objection raised by the Plaintiffs and directed to certify the Mutation Entry No. 1728. It is pertinent to mention here that, the Mutation Entry No. 1728 came to be certified on the basis of Mutation Entry No. 140, which was certified in the year 1984 on the basis of statement in writing recorded by Smt. Meena Ramakant Kadam and Mrs. Surekha Dilip Chaware inter-alia releasing their right in the said Property in favour of Shri Yashwant Manvacharya.
- L) The Order dated 05/05/2017 and Mutation Entry No. 1728 certified in pursuance thereof is not challenged by Smt. Meena Ramakant Kadam and Mrs. Surekha Dilip Chaware till the date, hence after efflux of appeal period, the Order dated 05/05/2017 and Mutation Entry No. 1728 certified in pursuance thereof has attained finality and binding on them and now they cannot claim any right in the said Property.
- M) Name of Shri Ramchandra Parsharam Manavcharya came to be re-entered pursuant to order dtd. 06/12/1985 passed by the Asst. Collector, Thane vide **Mutation Entry No. 169**.
- N) Shri Yashwant Moreswar Manwacharya & others preferred RTS Appeal before the S.D.O., Thane inter-alia challenging Mutation Entry No. 169 accordingly the S.D.O., Thane vide its order dtd. 17/02/1986 cancelled Mutation Entry No. 169 and directed to conduct fresh enquiry with regards to legal heirs of deceased Parsharam Manavcharya. Pursuant to order dtd. 17/02/1986 pssed by the S.D.O., Thane , the Tahsildr, Thane deleted the name of Shri Ramchandra Parsharam Manavcharya vide **Mutation Entry No. 180**.
- O) Pursuant to order dtd. 17/02/1986 of the S.D.O., Thane, fresh enquiry with regards to legal heirs of deceased Parsharam Manavcharya came to be conducted and Mutation Entry No. 320 was proposed to be mutated by recording the name of 1) Smt.

Vithabai Parsharam Manavcharya, 2) Shri Ashok Parsharam Manavcharya and 3) Shri Ramchandra Parsharam Manavcharya. However, Shri Yashwant Moreshwar Manwacharya & others preferred appeal against the said proposed Mutation Entry No. 320 before the S.D.O., Thane accordingly, the S.D.O., Thane vide order dtd. 15/09/1995 once again directed to make fresh enquiry with regards to legal heirs of deceased Parsharam Manavcharya.

- P) Shri Yashwant Moreshwar Manwacharya & others being aggrieved by order dtd. 15/09/1995 passed by the S.D.O., Thane filed RTS Appeal No. 52/1995 before the Dy. Collector, Thane accordingly, the Dy. Collector, Thane vide its order dtd. 04/10/2002 directed the Tahsildar, Thane to certify the Mutation Entry No. 320 and also directed to record name of 1) Smt. Vithabai Parsharam Manavcharya, 2) Shri Ashok Parsharam Manavcharya and 3) Shri Ramchandra Parsharam Manavcharya in record of rights of the said Property.
- Q) Shri Yashwant Moreshwar Manwacharya & others being aggrieved by order dtd. 04/10/2002 passed by the Dy. Collector, Thane filed Revision Application No. 67/2002 before the Divisional Commissioner, Mumbai accordingly, the Divisional Commissioner, Mumbai vide its order dtd. 10/05/2004 allowed the Revision Application and cancelled Mutation Entry No. 320 and further directed to restore original position showing name of Shri Yashwant Moreshwar Manwacharya & others.
- R) Pursuant to order dtd. 10/05/2004 passed by the Divisional Commissioner, Mumbai the concerned Revenue Authority deleted the name of 1) Smt. Vithabai Parsharam Manavcharya, 2) Shri Ashok Parsharam Manavcharya and 3) Shri Ramchandra Parsharam Manavcharya from record of rights of the said Property and mutated the name of Shri Yashwant Moreshwar Manwacharya & others in record of rights of the said Property.
- S) By virtue of order dtd. 10/05/2004 passed by the Divisional Commissioner, Mumbai name of Shri Yashwant Moreshwar

Manwacharya & others came to be recorded in record of rights of the said Property.

- T) By and under Deed of Release dtd. 11/05/2012 Smt. Sumati Moreshwar Manavcharya released her right in the said Property in favour of Shri Yashwant Moreshwar Manwacharya duly registered under Sr. No. TNN2/ 4622-2012 on 16/05/2012.
- U) Smt. Sumati Moreshwar Manwacharya died intestate on 23/01/2013 leaving behind 1) Shri Janardan Moreshwar Manwacharya, 2) Shri Yashwant Moreshwar Manwacharya, 3) Shri Digambar Moreshwar Manwacharya, 4) Smt. Meena Ramakant Kadam and 5) Smt. Surekha Dilip Chaware accordingly, effect to death and incorporation of name of legal heirs of Smt. Sumati Moreshwar Manwacharya came to be recorded in record of rights of the said Property vide **Mutation entry No. 1441.**
- V) By and under Deed of Release dtd. 07/05/2013 Shri Janardan Moreshwar Manavcharya released his right in the said Property in favour of Shri Yashwant Moreshwar Manwacharya duly registered under Sr. No. TNN5/5021-2013 on 07/05/2013 and effect to this Deed of Release dtd. 07/05/2013 came to be given in record of rights of the said Property vide **Mutation entry No. 1447.**
- W) By and under Deed of Release dtd. 05/01/2015 Shri Digambar Moreshwar Manavcharya released his right in the said Property in favour of Shri Yashwant Moreshwar Manwacharya duly registered under Sr. No. TNN8/110-2015 on 05/01/2015 and effect to this Deed of Release dtd. 05/01/2015 came to be given in record of rights of the said Property vide **Mutation entry No. 1557.**
- X) As stated hereinabove, Smt. Meena Ramakant Kadam and Mrs. Surekha Dilip Chaware have released & relinquished their right, title & interest in the said Property by recording their statement before Talathi Sajja Owale on 02.11.1983 and on the basis of the same Mutation Entry No.140 was passed on 01.06.1984, but the effect of said M.E. was not given in respective 7/12 extracts of the said

Property, hence Smt. Meena Ramakant Kadam and Mrs. Surekha Dilip Chaware executed Power of Attorney dtd. 27.04.2007 to and infavour of Shri Yashwant M. Manwacharya to look after the said Property as absolute owner thereof as Shri Yashwant M. Manwacharya was in possession of the said Property and handling all ligations on behalf of them in view of the fact that Smt. Meena Ramakant Kadam and Mrs. Surekha Dilip Chaware had released & relinquished their rights in the said Property in the year 1983 as aforesaid.

- Y) In furtherance of the clear intentions on the part of Smt. Meena Ramakant Kadam and Mrs. Surekha Dilip Chaware and on the basis of release of their shares from the said Property by virtue of Mutation Entry No.140 in favour of Shri Yashwant M. Manwacharya, by and under Deed of Release dtd. 05/01/2015 Smt. Meena Ramakant Kadam and Smt. Surekha Dilip Chaware released their respective rights in the said Property in favour of Shri Yashwant Moreshwar Manwacharya duly registered under Sr. No. TNN8/112-2015 on 05/01/2015.
- Z) It appears that,
- (i) On the basis of Mutation Entry No. 1728 which is certified on the basis of Mutation Entry No. 140, Deed of Release dtd. 11/05/2012 executed between Smt. Sumati Moreshwar Manwacharya and Shri Yashwant Moreshwar Manwacharya, Deed of Release dtd. 07/05/2013 executed between Shri Janardan Moreshwar Manwacharya and Shri Yashwant Moreshwar Manwacharya, Deed of Release dtd. 05/01/2015 executed between Shri Digambar Moreshwar Manwacharya and Shri Yashwant Moreshwar Manwacharya, Deed of Release dtd. 05/01/2015 executed between Smt. Meena Ramakant Kadam and Smt. Surekha Dilip Chaware and Shri Yashwant Moreshwar Manwacharya, name of 1) Shri Janardan Moreshwar Manwacharya, 2) Shri Digambar Moreshwar Manwacharya, 3) Smt. Meena Ramakant Kadam and 4) Smt. Surekha Dilip

Chaware came to be deleted from the record of rights of the said Property and only name of Shri Yashwant Moreshwar Manwacharya remained in the record of rights of the said Property;

- (ii) Above referred Deed of Release executed by the co-owners in favour of Shri Yashwant Moreshwar Manwacharya are registered documents and have legal value in the eyes of law till the date is cancelled and/or revoked by the competent court. By virtue of Mutation Entry No. 1728 which is certified on the basis of Mutation Entry No. 140, name of sisters of Shri Yashwant Moreshwar Manwacharya came to be deleted from record of rights of the said Property. In view of whatever stated hereinabove prima-facie on the basis of above referred various documents however, subject to outcome of the above referred litigations, Shri Yashwant Moreshwar Manwacharya appears to be owner of the said Property.

III LITIGATIONS IN RESPECT OF THE PROPERTY:-

Following litigations have been filed, disposed of and pending in respect of the Said Property;

1) Reg. Civil Suit No. 427/2016:-

- a) Smt. Meena Ramakant Kadam and Smt. Surekha Dilip Chavre (**the Plaintiffs**) filed the suit u/s. 34 of the Specific Relief Act inter-alia for declaration, injunction, partition and cancellation of the documents against Shri Yashwant M. Manwacharya and others (**the Defendants**).
- b) No prohibitory or restraining order is running against Shri Yashwant M. Manwacharya in this suit in respect of the said Property which prohibit him or his assignee from developing the said Property.
- c) The suit is pending for hearing and disposal.

2) Reg. Civil Suit No. 22/2017:-

- a) Smt. Kamal Ramchandra Manavcharya and 6 others (**the Plaintiffs**) have filed Reg. Civil Suit No. 22/2017 against Shri Ashok Shyamrao Manavcharya & 5 others (**the Defendants**) in the Court of Civil Judge (J.D.), Thane inter-alia for declaration and injunction.
- b) The Plaintiffs in the present case sought the declaration that they are legal heirs of late Ramchandra Parsharam Manavcharya and late Ramchandra Parsharam Manavcharya was legal heirs of late Parshram Manavcharya.
- c) The Plaintiffs further sought declaration that late Ramchandra Parsharam Manavcharya had undivided share in the said Property and they are also having undivided share in the said Property. Shri Yashwant Manwacharya has filed Written Statement and resisted the above said suit.
- d) No prohibitory or restraining order is running against Shri Yashwant M. Manwacharya in this suit in respect of the said Property which prohibit him or his assignee from developing the said Property.
- e) The above said Suit is pending for hearing of Injunction Application at Exh.5.

3) Execution Proceeding No. Regular Darkhast No. 55/2018:-

- a) The Civil Judge (J.D.), Thane vide Judgment & Decree dtd. 06/03/2014 decreed the Regular Civil Suit No. 536/2013 of Shri Yashwant Moreshwar Manwacharya & others and cancelled the Agreement for Development Right /Joint Venture dtd. 27/04/2007 and Deed of Assignment of Development Right dtd. 08/10/2008 and further directed the Defendants therein to execute registered Deed of Cancellation in respect of the suit property within 3 months from the date of Decree and on event on failure on their part, the plaintiffs is at liberty to cancelled the Agreement for Development Right/ Joint Venture dtd. 27/04/2007, Power of Attorney dtd.24/07/2007 and Deed of

Assignment of Development Right dtd.08/10/2008 through the court commissioner.

- b) The Defendants in Regular Civil Suit No. 536/2013 despite of specific direction being given by the Civil Judge (J.D.), Thane vide Judgment & Decree dtd. 06/03/2014, did not comply the direction of the Court accordingly, the Plaintiffs with a view to execute the Decree passed by the Civil Judge (J.D.), Thane on 06 /03/2014 filed the present Execution Proceeding before the Hon'ble Court which is pending for hearing and disposal.

4) RTS Appeal No. 18/19:

- a) Smt. Meena Ramakant Kadam and Smt. Surekha Dilip Chavre have filed RTS/Admission Appeal No. 18/19 inter-alia challenging the order dtd. 26/04/2017 passed by the Sub-Divisional Officer, Thane before the Addl. Collector, Thane.
- b) The Addl. Collector, Thane while admitting the abovereferred Appeal granted stay to the order dtd. 26/04/2017 passed by the Sub-Divisional Officer, Thane till the filing of say by the Opponent in this matter.
- c) The Respondent No.1 i.e. yourself have filed say in the above said matter to the Stay Application filed by the Appellants in the above said matter and also filed an application inter-alia to vacate the stay granted by the Addl. Collector, Thane to the order dtd. 26/04/2017 passed by the Sub-Divisional Officer, Thane in this matter.
- e) The Addl. Collector, Thane pursuant to filing of the say filed by Respondent No.1 to application of stay and further filing of an application inter-alia to vacate the stay granted by the Addl. Collector, Thane to the order dtd. 26/04/2017 passed by the Sub-Divisional Officer, Thane in this matter, the Addl. Collector, Thane vide its order dtd. 04/04/2019 vacated the stay granted by the Addl. Collector, Thane vide its order dtd. 02/03/2019 in this matter.

- f) In view of order dtd. 04/04/2019 passed by the Addl. Collector, Thane, there is no any restrictive order running against the Respondent No.1 in this matter.

IV APPLICABILITY OF PROVISIONS OF URBAN LAND (CEILING & REGULATION) ACT, 1976 IN RESPECT OF THE SAID PROPERTY MORE PARTICULARLY DESCRIBED IN PART-A OF SEVENTH SCHEDULE HEREUNDER WRITTEN:-

Following orders has been passed by the Addl. Collector & Competent Authority, Thane Urban Agglomeration constituted under the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 (hereinafter referred to as **'the Ceiling Act'**);

- a) The Addl. Collector, Thane & Competent Authority, Thane Urban Agglomeration vide its order dtd. 07/06/1997 passed u/s. 8(4) of ULC Act declared the said Property to the extent of 2095 sq. mtrs. as surplus vacant land in to the hands of the owners.
- b) Shri Yashwant Moreshwar Manwacharya applied for exemption u/s. 20 (10) (a) of ULC Act accordingly, the Addl. Collector, Thane & Competent Authority, Thane Urban Agglomeration vide its order dtd. 12/01/1999 passed u/s. 20 (10) (a) of ULC Act granted exemption u/s. 20 (10) (a) of ULC Act upon the terms and conditions stated therein.
- c) Shri Yashwant Moreshwar Manwacharya applied to construct tenements instead of developing the plots which came to be granted by the Addl. Collector, Thane & Competent Authority, Thane Urban Agglomeration vide its order dtd. 26/02/2007.
- d) The Addl. Collector, Thane & Competent Authority, Thane Urban Agglomeration vide its order dtd. 16/08/2013 granted extension of time to implement the ULC scheme.

- e) The effect of ULC scheme sanctioned by the ULC Authority came to be given in record of rights of the said Property vide **Mutation entry No. 915.**
- f) The Collector & Competent Authority, Thane Urban Agglomeration Area vide its Letter dtd. 26/06/2019 granted extension to the ULC Scheme bearing No. ULC/TA/ATP/Sec. 20 /SR-1743 Dated 26/02/2007 by charging the penalty. The Collector & Competent Authority, Thane Urban Agglomeration Area also granted NOC to use and utilize the additional FSI and TDR on the said Property by charging the penalty.

VI PORTION OF THE SAID PROPERTY AFFECTED BY D.P. RESERVATION AS PER DEVELOPMENT PLANS:-

- a) As per the Development Plans prepared, sanctioned and in force under the provisions of Maharashtra Regional and Town Planning Act, 1966, (for short "**said Development Plans**") for Thane Municipal Corporation (hereinafter referred to as "**the TMC**") the said Larger Property was subject to D.P. Reservation, as an area adm. 1360 sq. mtrs. out of the said Larger Property is under 20 mtrs. D.P. Road, an area adm. 60 sq. mtrs. out of the said Larger Property is under under reservation Library & Welfare Centre (Reservation No.2) and an area adm. 40 sq. mtrs. out of the said Larger Property is under reservation of Sub-Plot-B, an aggregating area under D.P. Reservation comes to 1460 sq. mtrs.
- b) By an Indenture for Transfer dated 20/03/2018 (hereinafter referred to as "**the said Deed**"), Shri Yashwant M. Manvacharya have handed over a portion admeasuring 1360 sq. mtrs. under 20 mtrs. D.P. Road Reservation, an area adm. 60 sq. mtrs. under under reservation Library & Welfare Centre (Reservation No.2) and an area adm. 40 sq. mtrs. out of the said Larger Property under reservation of Sub-Plot-B, to the TMC as per the

Development Control Rules upon the terms and conditions contained therein. The said Deed is registered with the office of Sub-Registrar of Assurances⁵, Thane under Sr. No. TNN5-3763-2018 dtd. 20/03/2018.

- c) After handing over an area adm. 1460 sq. mtrs. under D.P. Reservation out of the said Larger Property, an area adm. 1310 sq. mtrs. remained with the Builders for development (hereinafter referred to as **“the said Property”**) and more particularly described in Second Schedule hereunder written. However, as per D.C. Rule as applicable to the TMC, the Builders is entitled to utilize an area adm. 943.20 sq. mtrs. out of total area adm. 1360 sq. mtrs. under 20 mtrs. D.P. Road Reservation while constructing the Building on the said Property.

VII. GRANT OF DEVELOPMENT RIGHT BY THE OWNER IN RESPECT OF THE SAID PROPERTY TO THE BUILDERS HEREIN:-

- A) By Development Agreement dated 26/07/2019 (hereinafter referred to as **“the said Agreement”**) made and executed between the owner i.e. Shri Yashwant M. Manvacharya therein referred to as the Owner of the One Part and and the Builders herein therein referred to as the Developer of the Second Part, the Owner therein, granted and entrusted, all his right, title, claim and interest in the said Property viz; the land bearing Survey No.4, Hisa No.3 adm. area 1310 sq.mtrs, with right and authority to utilize the area adm. 943.20 sq. mtrs. of road set back, in order to construct Residential cum Commercial Building on ownership basis thereon situate, lying and being at Village Vadavali, Taluka & District Thane more particularly described in the Second Schedule hereunder written together with the benefits of the said Plans and the said Commencement Certificate at and for consideration and upon the terms and conditions therein contained. The said Agreement is registered with the office of Sub-Registrar of Assurances, Thane⁵ under Sr. No. TNN5-12665-2019 on 26/07/2019.

- B) Pursuant to the said Agreement, the Owner therein have executed even dated Power of Attorney (hereinafter referred to as "**the said Power of Attorney**") in favour of the persons nominated by the Builder herein and therein conferred all the powers and authorities in favour of the persons nominated by the Builder herein inter-alia do all acts, deeds, matter and things in respect of the said Property as therein contained. The said Power of Attorney is registered with the office of Sub-Registrar of Assurances, Thane2 under Sr. No. TNN5-11855-2019 on 01/08/2019.
- C) As per the terms and condition of the said Agreement, the Builder herein agreed to give monetary consideration as well as consideration in the form of constructed premises to the Owner in the Building to be constructed on the said Property.
- D) By virtue of the said Agreement r/w. the said Power of Attorney, the Builders herein has acquired all the right, title, claim and interest as well as irrevocable development right of the said Property inter-alia became entitled to develop the said Property together with right to utilize and consume road set back area, in order to construct Residential cum Commercial Building on ownership basis thereon as per the plans already sanctioned by the TMC or as per the revised/amended plan which may be sanctioned by the TMC in future.

IX. GRANT OF SANCTION, APPROVAL AND PERMISSION BY THE TMC IN RESPECT OF THE SAID PROPERTY MORE PARTICULARLY DESCRIBED IN THE PART-B OF SEVENTH SCHEDULE HEREUNDER WRITTEN :-

- A) The Owner had submitted the plan in respect of the said Property inter-alia to the TMC for its sanction and approval which came to be sanctioned and approved by the TMC by issuing Sanction of Development Permission vide V.P No. S06/0318/18/TMC/TDD/3158/19 dtd. 14/08/2019 (hereinafter referred to as "**the said Commencement Certificate**").

- B) As per the said Commencement Certificate granted by the TMC, the Owner became entitled to construct one building comprising of Ground (Pt.)/Stilt (Pt.) + 1 to 7th Floors upper floors, Parking Tower-7 Level upon the terms and conditions more particularly stated therein.
- C) By virtue of grant of the said Commencement Certificate by the TMC, the Builders became entitled to construct 1 (one) Buildings comprising of Ground (Pt.)/Stilt (Pt.) + 1 to 7th Floors upper floors, Parking Tower-7 Level.

X. PERMISSION FOR NON-AGRICULTURAL USE OF THE SAID PROPERTY MORE PARTICULARLY DESCRIBED IN PART-C OF SEVENTH SCHEDULE HEREUNDER WRITTEN:-

Permission for non-agricultural use of the said Property has been obtained vide order bearing no. _____ dtd. _____ from the Tahsildar, Thane.

XI THE BUILDER'S ENTITLEMENT TO DEVELOP THE SAID PROPERTY BY CONSTRUCTING THE BUILDING/S THEREON:-

- A) In the premises aforesaid and in pursuance of the above cited said Agreement, and said Power of Attorneys and various orders granted by the ULC Authority, the concerned Revenue Authority and sanctions and approvals granted by the TMC, the Builder hereto became entitled to develop the said Property by using and utilizing the Set Back area of D.P. Road by constructing 1(one) Building comprising of Ground (Pt.)/Stilt (Pt.) + 1 to 7th Floors upper floors, Parking Tower-7 Level.
- B) The Builder herein intends to construct one Building comprising of Ground (Pt.)/Stilt (Pt.) + 1 to 7th Floors upper floors, Parking Tower-7 Level to be known as **JVM'S ALEXA** (hereinafter referred to as '**the said Building**') on the said Property more particularly shown/depicted by red colour line on the plan annexed hereto as **Annexure – '____'**.

- C) The Builder hereto has entered into a standard agreement with Saakar, Architects and the said agreement is as per the format prescribed by the Council of Architect. The Builder hereto have also appointed RCC specialist and Structural Engineer M/s. _____ for preparation of the structural designs and drawings of the said Building and shall conduct professional supervision of the Architect and the Structural Engineers till the completion of the said Building. The structural designs prepared by the said Structural Engineers is earthquake proof. A copy of the certificate of Structural Engineers in respect thereof is hereto annexed and marked as **Annexure – ‘B’**.

XII. THE PRINCIPAL AND MATERIAL ASPECTS OF THE DEVELOPMENT OF THE SAID PROJECT (THE SAID BUILDING) ARE BRIEFLY STATED BELOW-

- i. The said Project comprises of one Building having residential and commercial premises/units to be known as "**JVM'S ALEXA**";
- ii. The Builder in said Project intends to construct one Building comprising of Ground (Pt.)/Stilt (Pt.) + 1 to 7th Floors upper floors, Parking Tower-7 Level on the said Property as per the plan sanctioned by the TMC;
- iii. The Builder may acquire either additional TDR in the form of FSI and/or additional FSI by paying premium to the TMC /Competent Authority or additional FSI which may be accrued due to change in Development Control Regulation and consume and utilize the same on the said Building or by constructing additional Building on the said Property as per the plan that may be sanctioned and approved by the TMC.
- iv. -----The total FSI potential of the said Property including the TDR and Premium FSI is _____sq. mtrs.

- v. The Builder shall be entitled to confer title of the said Building of the said Project in the manner mentioned in clause no. (12) herein below.

XIII. GENERAL:-

- A) It is clarified that the carpet area as defined hereinabove is computed in accordance with the provisions of Section 2 (k) of RERA and as per the RERA Rules (viz. the net usable floor area of the said Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls or columns of the Flat). However, the carpet area of the said Flat in the presently approved plans (as approved by the TMC in accordance with the provisions of the applicable DCR) is reflected as [●] in square meters.
- B) The Purchaser/s hereby agree/s and confirm/s that the open parking spaces in respect of the said Building will be handed over by the Builder directly to the Society to be formed as per the provisions of RERA Act & Rules and the Society will allot the parking spaces to the respective Purchaser as per the terms of its bye-laws. It is clarified that till the handover of the open parking spaces in respect of the said Building by the Builder to the Society, the Purchaser/s and the other flat purchasers in the said buildings of the said Project shall as per their mutual decision, be entitled to park his/her/their vehicle at any place earmarked for parking of vehicles as per the sanctioned parking plans, without the Builder being answerable and/or responsible for the same.
- C) The said Building being constructed by the Builder on the said Property will have the specifications as set out in the Fourth Schedule hereunder written (hereinafter referred to as the **“Specifications”**).
- D) Prior to executing this Agreement, the Builder has procured Certificate of Title certifying the Builder's title to the said

Property/said Project (hereinafter referred to as “**Certificate of Title**”). A copy of the Certificate of Title is annexed hereto and marked **Annexure ‘C’**.

- E) The Purchaser/s has with full knowledge of all the terms conditions and covenants contained in the documents, agreements, papers, plans, approvals, layout scheme/said Project including the rights and entitlements available to and reserved by the Builder referred to in this Agreement, has applied to the Builder for allotment to the Purchaser/s, a residential flat and at the request of the Purchaser/s, the Builder has agreed to sell to the Purchaser/s under the provisions of the MOFA and MOFA Rules, and RERA Act and Maharashtra RERA Rules, the said Flat and subject to the terms of this Agreement, the right to use the common areas, amenities & facilities as provided under the Fifth Schedule hereunder written from the Builder (hereinafter referred to as the “**Common Areas, Amenities and Facilities**”) at or for the Purchase Price (defined below) mentioned herein subject to the Purchaser/s executing this Agreement and on the terms conditions and covenants specified in this Agreement.
- F) The Purchaser/s has/have been made aware by the Builder and the Purchaser/s hereby confirm/s and acknowledge/s that the Common Areas, Amenities and Facilities provided to the Purchaser/s may not be constructed/operational at the time of handing over the possession of the said Flat to the Purchaser/s and would be constructed/made operational after handing over possession of the said Flat. The Purchaser/s hereby agree and confirm that they shall not in any manner object or dispute if the Common Areas, Amenities and Facilities made available to the Purchaser/s by the Builder after handing over possession of the said Flat to the Purchaser/s.
- G) The Builder shall endeavor to provide the amenities and facilities of the same specifications as herein stated. However, in the event amenities of the said specifications are not available in the market wherefrom other materials are procured, the Builder shall provide

amenities of similar brand or make or as close to the said specifications as the circumstances may permit or their near substitutes and the Purchaser/s have consented to the same. The Purchaser/s is/are aware that the Builder is not the manufacturer of the amenities which are to be provided as mentioned in Fifth Schedule hereunder written. The Builder do not warrant or guarantee the use, performance or otherwise of these amenities.

- H) The Flat Purchaser hereby confirms that the Builder has produced for inspection to the Flat Purchaser, all information and documents including site plans approved by the relevant authority and has made full and true disclosure as demanded by the Flat Purchaser and the Flat Purchaser is satisfied with the same and no further or other information or disclosure is required to be made by the Builder. The Flat Purchaser has also inspected the said Plot on which the said Building is to be constructed and has fully acquainted himself/herself/themselves with the state thereof.
- I) The Flat Purchaser hereby agrees, acknowledges and confirms that the Flat Purchaser shall not be entitled to make any requisition or call for any further documents of title of the said Plot including the said Property and Builder's rights to develop the said Plot. A copy of the 7/12 Extract showing the nature of the title of the respective owners to the said Property, copy of authenticated plans and specifications of the flat agreed to be purchased by the Flat Purchaser, copy of proforma-A and a copy of Architect Certificate for certifying carpet area of the said Flat have been annexed hereto as **Annexure 'D', Annexure – 'E', Annexure 'F' and Annexure 'G'** respectively.

XIV. INSPECTION OF DOCUMENTS BY PURCHASER(S):

- A) On demand from the Purchaser/s, the Builder has given inspection to the Purchaser/s of all the documents of title relating to the said Property and the plans, designs and specifications prepared by the Builder's Architects, M/s. Saakaar Architects and

of such other documents as are specified under the RERA and the Rules and Regulations made there under, including inter-alia the following:-

- i) Title Documents of the said Property;
 - ii) All permissions, orders, sanctions, approvals, plans, NOC's, Licenses, orders with respect to the said Project;
 - iii) The authenticated copies of 7/12 extracts with respect to the said Property.
- B) The Builder has supplied to the Purchaser/s, true copies of all above recited documents as mentioned in Rule 4 of Maharashtra Ownership of Flats (Regulation of the Promotion of Construction etc.) Rules, 1964 (hereinafter referred to as the MOFA Rules), and under the RERA Act and the Maharashtra RERA Rules as desired by the Purchaser/s and the Purchaser/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Flat, made enquiries thereon and is satisfied himself/herself /themselves in respect thereof. The Purchaser/s hereby undertake /s not to raise any objection and/or make any requisitions with respect to the title of the Builder to develop the said Property including the said Project.

XV. INSPECTION OF THE SITE OF CONSTRUCTION ON THE SAID PROJECT:

The Purchaser/s has/have visited and inspected the site of construction on the said Project. The Builder has made full disclosures in respect of the development to be carried out in respect to the said Project and the Purchaser/s has/have, prior to execution of this Agreement, made inquiries and is satisfied with (i) the title of the Builder to the said Property/said Project is marketable; (ii) the entitlement of the Builder to undertake development of the said Plot; (iii) N.A. Order, construction permission and approved plans obtained for the development of the

said Plot; (iv) nature of rights retained by the Builder under this Agreement.

XVI. REGISTRATION OF PROJECT:

The Builder has registered the project to construct the said Building comprising of Ground (Pt.)/Stilt (Pt.) + 1 to 7th Floors upper floors, Parking Tower-7 Level (hereinafter referred to as "**the said Project**") under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**RERA**") and the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (hereinafter referred to as "**Maharashtra RERA Rules**") with the Real Estate Regulatory Authority at _____, Mumbai (hereinafter referred to as "**RERA Authority**") under project registration number _____. Accordingly, the said Project shall be considered as a separate project within the meaning of the RERA and Maharashtra RERA Rules. A copy of the registration certificate is annexed and marked hereto as **Annexure 'H'**.

XVII. PREMISES DETAILS:

The Builder has agreed to sell to the Purchaser/s and the Purchaser/s has/have agreed to purchase and acquire from the Builder, Flat No. [●] on the [●] floor, of the said Building, admeasuring [●] square meters carpet area equivalent to [●] square feet carpet area of "**the ALEXA**" and Appurtenant/Exclusive Area viz; (i) Enclosed Balcony adm. area ____ sq. mtrs., (ii) Service Slab adm. area ____ sq. mtrs. and (iii) Cup Board area adm. ____ sq. mtrs. aggregating to area adm. ____ square meters carpet equivalent to [●] square feet RERA carpet area (hereinafter referred to as "**the said Flat**") more particularly described in Third Schedule hereunder written and delineated in red color boundary on the floor plan annexed as **Annexure 'I'** hereto at or for the consideration of Rs. [●] /- (Rupees [●]), including the proportionate price of the common areas and facilities appurtenant to the said

Flat, the nature extent and description of the common area as more particularly described in the Fifth Schedule hereunder written.

XVIII. AUTHORITY TO SIGN:

Purchaser(s) has represented and warranted to Promoters that Purchaser(s) has the power, competence and authority to enter into and perform this Agreement and has clearly understood his rights, duties, responsibilities and obligations under this Agreement. The Parties have agreed to the terms and conditions of this Agreement as set forth hereinafter.

XIX. GOVERNING ACT:

Under Section 13 of the RERA, the Builder is required to execute a written agreement for sale of the said Flat with the Flat Purchaser being in fact these presents and also to register the said Agreement for Sale under the provisions of the Registration Act, 1908. In accordance with and subject to the terms and conditions set out in this Agreement, the Builder hereby agrees to sell and the Purchaser hereby agrees to purchase and acquire, the Flat and the right to use the Common Areas and Limited Common Areas

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

1. RECITALS

The Recitals, annexure and schedules in and to this Agreement form an integral part of this Agreement and in the interpretation of this Agreement and in all matters relating to the development of the said Property, this Agreement shall be read and construed in its entirety.

2. CONSTRUCTION OF THE SAID PROJECT (JVM’S ALEXA)

2.1. The Builder in the said Project proposes to construct one Building comprising of Ground (Pt.)/Stilt (Pt.) + 1 to 7th Floors upper floors, Parking Tower-7 Level (hereinafter referred to as the **said**

Building) together with the amenities and facilities to be provided in the said Flat, said Building and said Project as per the building plans presently approved and sanctioned by the TMC and other concerned public bodies/authorities and which have been inspected and approved by the Flat Purchaser(s) and subject to the applicable laws, with such variations, modifications and alterations as the Builder or the Architects may consider necessary or expedient after obtaining the consent (if required) of such number of Purchaser/Allottees of the said Project, as per the RERA Act and/or as may be required by the concerned local authorities or the Government to be made in them or any of them from time to time **PROVIDED THAT** in carrying out any amendment /variation /modification required to be carried out to the said Project, or plans, designs, amenities, facilities, and specifications from time to time by any order/direction issued by a governmental authority or due to any change in the applicable law, the Builder shall not be required to obtain the prior consent of the Flat Purchaser(s).

- 2.2. The Builder may, at its discretion, acquired additional TDR in the form of FSI and/or additional FSI by paying premium to the TMC /Competent Authority or additional TDR/FSI due to change in D.C. Regulation and consume and utilize the same on the said Building to construct additional floor as per the plan that may be sanctioned by the said TMC.
- 2.3. The Builder hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and shall, before handing over possession of the said Flat to the Flat Purchaser, obtain from the concerned local authority occupation and/or completion certificates in respect of the Flat. The Flat Purchaser hereby agrees to comply with all the terms and conditions as may be imposed by the local authorities in this regard.

3. PAYMENT OF PURCHASE PRICE BY THE PURCHASER/S-

3.1. The Flat Purchaser(s) hereby agrees to acquire and purchase from the Builder and the Builder hereby agree to sell to the Flat Purchaser the residential Flat bearing No._____, on the _____ floor of the Building “**JVM’S ALEXA**” having carpet area of _____ sq. meters equivalent to _____ square feet carpet area and Appurtenant/Exclusive Area viz; (i) Enclosed Balcony adm. area ____ sq. mtrs., (ii) Service Slab adm. area ____ sq. mtrs. and (iii) CB area adm. ____ sq. mtrs. aggregating to area adm. _____ sq. mtrs. equivalent to _____ square feet carpet area inclusive of one parking space (hereinafter referred to as “**said Flat**”) more particularly described in the Third Schedule hereunder written and delineated in red color boundary on the floor plan annexed as **Annexure ‘I’** hereto at or for the consideration of Rs. _____ /- (Rupees _____), including the proportionate price of the common areas and facilities appurtenant to the said Flat, the nature extent and description of the common area as more particularly described in the Fifth Schedule hereunder written, subject to deduction of Tax at Source (TDS) u/s 194-IA of the Income Tax Act, 1961 (hereinafter referred to as the “**Purchase Price**”) with the right to use the common areas, amenities & facilities of the said Project as per the terms of the Agreement, details whereof are more particularly mentioned in the Fifth Schedule hereunder written. The Purchaser/s is aware that Appurtenant/Exclusive Area as mentioned from (i) to (iii) above are appurtenant to the said Flat for his/her/their exclusive use as per RERA. The Purchaser/s hereby agree/s and consent/s that the Purchase Price is fixed on lump sum basis based on the carpet area of the said Flat as mentioned above as per the presently approved plan and as certified by the Architects.

It is clarified that the carpet area as defined hereinabove is computed in accordance with the provisions of Section 2 (k) of RERA and as per the RERA Rules (viz. the net usable floor area of said Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the

internal partition walls or columns of the Flat). However, the carpet area of the said Flat in the presently approved plans (as approved by the TMC in accordance with the provisions of the applicable DCR) is reflected as _____ in square meters.

- 3.2. The Purchaser/s hereby agrees to purchase from the Builder and the Builder hereby agrees to sell to the Purchaser/s covered parking space bearing No. _____ situated at _____ Basement/Stilt/Podium being constructed in the said Building/said Project and delineated in red color boundary on the floor plan annexed as **Annexure 'J'** hereto for the consideration of Rs. _____/- (**"Parking Space"**).
- 3.3. The Purchaser/s shall pay the Purchase Price of Rs. [●] (Rupees [●] Only) subject to deduction of Tax at Source (TDS) u/s 194-IA of the Income Tax Act, 1961 to the Builder in the manner stipulated in Part- A of Sixth Schedule hereunder written. The Parties hereby agree and confirm that the initial sum of 10% (Ten Percent) of the Purchase Price shall be treated as earnest money for the purpose of this Agreement (hereinafter referred to as the **"Earnest Money"**).
- 3.4. Further, all the cheques / demand drafts / pay orders payable by the Purchaser/s under this Agreement pertaining to the Purchase Price as detailed in Part- A of Sixth Schedule hereunder written shall be paid in the in the bank account designated by the Builder being account no. [●], [●] Bank [●], branch [●] with IFSC Code (**"the said Account"**) and all other sums, taxes, costs, and society charges etc. payable by the Purchaser/s as detailed in Part- B of Sixth Schedule hereunder written shall be deposited by the Builder in separate Bank account.
- 3.5. The Purchaser Price is arrived at between the parties after considering the benefits/rebates/input tax credits available to the Builder on account of input Tax/Taxes/ GST paid / payable in respect to the said Project and the same has been agreed and accepted by the Purchaser/s.

- 3.6. The Purchase Price is escalation-free, save and except escalations / increases, due to the increase in GST and increase on account of development charges payable to the TMC / Competent Authority and/or any other increase in charges which may be levied or imposed by the TMC/ Competent Authority, Local Bodies and/or the Government from time to time. The Builder undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the Competent Authorities, etc., the Builder 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 Purchaser/s, which shall only be applicable on subsequent payments.
- 3.7. The Builder shall send a written intimation either through Registered Post/ Courier/E-mail or any other mode to the Flat Purchaser(s) demanding payment of the respective installment of the Purchase Price to be payable by the Flat Purchaser(s) within the period mentioned in such intimation which shall be sent to the Flat Purchaser(s) by the Builder when the same falls due as per part-A of the Sixth Schedule hereunder written.
- 3.8. The Flat Purchaser(s) hereby confirms that the respective installments of the Purchase Price payable by the Flat Purchaser(s) under this Agreement shall be paid within 10 days from the date of written intimation either through Registered Post/ Courier/E-mail or any other mode without any delay or default as TIME IN RESPECT OF THE SAID PAYMENTS OR INSTALLMENTS AND IN RESPECT OF ALL AMOUNTS PAYABLE UNDER THIS AGREEMENT BY THE FLAT PURCHASER(S) TO THE BUILDER IS OF THE ESSENCE OF THE CONTRACT.
- 3.9. The Flat Purchaser agrees and confirms that the certificate of the Architect of the Builder shall be conclusive proof that the plinth or the casting of the respective slabs or other respective stages for payment of installments as per part-A of the Sixth Schedule hereunder written are completed as mentioned in the letter of

intimation from the Builder to the Flat Purchaser, and the Flat Purchaser shall make payments of the respective installments within 10 days from date of receipt of letter of intimation either through Registered Post/ Courier/E-mail or any other mode from the Builder, time being of the essence to the Agreement.

The Flat Purchaser shall not be entitled to raise any objections with regard to the completion of the plinth or casting of the respective slabs or completion of respective stages or the certificate of Architect of the Builder.

3.10. The Flat Purchaser hereby agrees, confirms and consents that the Purchase Price is fixed on a lump sum basis based on the carpet area of the said Flat as per the presently approved plan and as certified by the Architect, and the Purchase Price may be increased or decreased based on the actual carpet area made available to the Flat Purchaser and the Parties hereby agree that the dimensions of the said Flat shall be reckoned from brick to brick. The proposed carpet area of the said Flat would be as per the approved plans and may reduce as a result of physical variations due to tiling, ledges, plaster, skirting, RCC column, door frame use and railings, etc. However, the said Purchase Price shall remain unchanged for such marginal reduction as contemplated in RERA Act.

3.11. Upon completion of the said Flat and receipt of occupation certificate, the Builder's Architect shall survey and measure the said Flat, and the Builder shall furnish a copy of the Architect's certificate certifying the actual carpet area of the said Flat. However, the Parties hereby agree and confirm that the Parties shall not demand any reduction in the Purchase Price or seek additional sums towards Purchase Price in the event of any upward or downward deviation of the actual carpet area of the said Flat up to 3% (three per cent). The Parties hereby agree and confirm that the Purchase Price of the said Flat shall be revised and re-calculated by the Builder in the event the actual carpet area of the said Flat provided to the Flat Purchaser deviates

upward or downward beyond 3% (three per cent).

- 3.12. The calculation of the Purchase Price shall be made by the Builder on the same rate per square meter as has been agreed between the Parties at the time of execution of this Agreement. In the event if there is an increase in the carpet area of the said Flat beyond 3% (three percent), the Flat Purchaser undertakes to pay such additional consideration over and above the Purchase Price as may be reckoned by the Builder. Further, in the event if there is reduction in the carpet area of the said Flat beyond 3% (three percent), the Builder undertakes to refund the excess amount of the Purchase Price to the Flat Purchaser within forty-five days with annual interest at the rate specified in the Maharashtra RERA Rules viz; interest at the rate of the State Bank of India highest marginal cost of lending rate plus two percent as prescribed by the Maharashtra RERA Rules provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public, from the date when such an amount became payable to the Flat Purchaser. The Flat Purchaser authorizes the Builder at their discretion, to adjust/appropriate any outstanding dues of the Flat Purchaser against any prior installment paid by the Flat Purchaser in such manner as the Builder may deem fit, and the Flat Purchaser undertakes not to object/demand/direct to such adjustment by the Builder.
- 3.13. The Purchase Price mentioned in Clause (3.1) hereinabove is the net consideration and Flat Purchaser(s) shall be liable to bear and pay Goods and Service Tax, all levies, duties and cesses and/or any other indirect taxes which may be levied, including interest and penalty (if any) payable in respect of the transaction of sale of the said Flat between the Builder and the Purchaser/s under this Agreement as per part-B of the Sixth Schedule hereunder written.
- 3.14. The Purchaser/s further agree/s and confirm/s that the aforesaid obligation to pay any further or other amounts towards the Goods

and Service Tax, all levies, duties and cesses and /or any other indirect taxes which may be levied including interest and penalty (if any) by the Purchaser/s will be charge on the said Flat agreed to be purchased by the Purchaser/s.

- 3.15. Accordingly, any Goods and Service Tax, duties, cesses and/or any other indirect taxes or other taxes which are leviable or become leviable under the provisions of the applicable law in respect of the Purchase Price mentioned in Clause (3.1) above or any amounts or any other amounts/charges payable to the Builder by the Purchaser/s in terms of this Agreement as mentioned in Sixth Schedule hereunder written, shall be borne and paid by the Purchaser/s within 10 (ten) days of intimation from the Builder and the Purchaser/s shall indemnify and keep indemnified the Builder from and against the same.
- 3.16. It is further agreed between the Builder and the Purchaser/s that as the Purchaser/s is liable to bear and pay the Goods and Service Tax, all levies, duties and cesses and /or any other indirect taxes which may be levied including interest and penalty (if any) payable in respect of the transaction of sale of the said Flat contemplated under this Agreement, if any such amount is paid by the Builder or required to be paid by the Builder to the concerned authority, then in such event, the Purchaser/s shall be forthwith liable and responsible to reimburse such amounts to the Builder upon receipt of written intimation from the Builder in that behalf.
- 3.17. In case of delay, beyond 5 (five) days from the date of intimation, the Purchaser/s shall be liable to pay interest at the rate of the State Bank of India Highest Marginal Cost of Lending Rate plus two percent as prescribed by the Maharashtra RERA Rules, (provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public) from the due date of payment until actual payment.

- 3.18. The Purchaser authorizes the Builder to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Builder may in their sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Builder to adjust his/her/their payments in any manner.
- 3.19. (a) The Purchaser is aware that the Purchaser has to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Builder, whichever is earlier as per section 194IA of the Income Tax Act, 1961. Further, the Purchaser shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.
- b) The Purchaser further agrees and undertakes that if the Allottee fails and/or neglects to deduct the tax at source or fails to pay the same after deduction, the Purchaser alone shall be deemed to be an assessee in default in respect of such tax and the Builder shall not be liable for any statutory obligations / liability for non-payment of such TDS.
- c) It is further agreed by the Purchaser that at the time of Possession of the Apartment, if any discrepancy is found in actual form 16B & 26AS, the Purchaser has to pay equivalent amount as interest free security deposit and resolve the same within 4(four) months from the date of possession. This deposit will be refunded to Purchaser once the discrepancy is rectified within aforesaid time. Provided further that in case the Purchaser fails to resolve the discrepancy within the stipulated period of 4 (four) months from such Possession Date then the Builder shall be entitled to forfeit the said deposit against the amount receivable from the Purchaser, which amount was deducted by the Purchaser from the payments to the Builder on account of TDS but not paid to the credit of the Central Government. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the

Builder.

- 3.20. The Purchaser/s authorize the Builder at their discretion, to adjust/appropriate all such outstanding dues of the Purchaser /s against any prior installment paid by the Purchaser /s in such manner as the Builder may deem fit, and the Purchaser/s undertake/s not to object/demand/direct to such adjustment by the Builder.
- 3.21. The Builder shall construct the said Project in accordance with the plans, designs and specifications as referred hereinabove, and as approved by the concerned authority and as may be modified from time to time **PROVIDED HOWEVER THAT** the Builder shall obtain prior consent in writing of the Purchaser in respect of any variations or modifications which may adversely affect the said Flat of the Purchaser, except, any alteration or addition required by any Government Authorities, or, due to change in law, or, any change as contemplated by any of the disclosures already made to the Flat Purchaser.
- 3.22. Time is of the essence for the Builder as well as the Flat Purchaser. The Builder shall abide by the time schedule for completing the said Flat and handing over the said Flat to the Flat Purchaser after receiving the Occupation Certificate in respect thereof and the common areas/limited common areas, facilities and amenities in the said Project that may be usable by the Flat Purchaser and are listed in the Fifth Schedule hereunder written. Similarly, the Flat Purchaser shall make timely payments of all installments of the Purchase Price and other dues payable by him/her/it and meeting, complying with and fulfilling all its other obligations under this Agreement. This condition shall always be the essence of this Agreement.

4. COMMON AREAS, AMENITIES AND FACILITIES

- 4.1. It is expressly agreed that the Flat Purchaser shall be entitled to the common areas, amenities and facilities namely (a) the amenities and facilities in the Flat, (b) the common areas, facilities

and amenities along with the said Flat, which are common for the flat purchasers of the said Building; (b) the common areas, amenities and facilities which are common for the use of all the flat purchasers of the said Building and such common areas amenities and facilities are more particularly listed in Fifth Schedule hereunder written.

- 4.2. The Flat Purchaser(s) further agree and confirm that save and except the common areas, amenities and facilities specifically and exclusively designated for the use of the various flat purchasers of the said Building, all the other common, areas, amenities and facilities listed under Fifth Schedule hereunder written shall be used for the common benefit of all the Flat Purchasers of the said Building constructed on the said Property as specified in this Agreement. The Flat Purchaser shall, in a timely manner, bear and pay proportionate charges, dues, costs and outgoings for the Common Areas Amenities and Facilities.
- 4.3. The Flat Purchaser agrees that the Builder has the right to change the fixtures, fittings and amenities to be provided in the circumstances wherein there is an uncertainty about the availability of fixtures, fittings or amenities or the materials required to be provided either in terms of quantity and quality and/or delivery and/or for any other reason beyond the control of the Builder.
- 4.4. In such circumstances, the Builder shall substitute the fixtures, fittings and amenities in as much similar specification and/or quality as may be available and required during the stage/time of the construction in order to enable the Builder to offer at the earliest the possession of the said Flat/amenities and/or for any other reason whatsoever, after obtaining the consent (if required) of such number of Purchaser/s of the said Building, as per the RERA.

5. FLOOR SPACE INDEX

- 5.1. The said Project will be constructed by the Builder by using

unconsumed and balance FSI of remaining portion of the said Property, inherent floor space index, additional floor space index and/or Transferable Development Rights (TDR), additional FSI on payment of the premium that is and may be available to the Builder, and/or such other global Floor Space Index (hereinafter referred to as “**FSI**”) that may be available to the Builder as granted/permitted by the concerned authority from time to time, and the construction shall be carried out in accordance with the rules and regulations as may be applicable and in accordance with the layout, plans, designs and specifications sanctioned by the concerned authorities and/or other concerned authorities and which have been inspected by the Flat Purchaser.

- 5.2. The Builder hereby declares that the FSI available in respect of portion of the said Property to be consumed and utilized on the said Plot is as per the “**Proforma- A**” of the sanctioned layout plan and that no part of the said FSI has been utilized by the Builder elsewhere for any purpose whatsoever.
- 5.3. The Builder declares that the FSI available in respect of the said Property/said Project is 2611.21 sq. meters which is inclusive of FSI adm. area 943.20 sq.mtrs. of setback area of 20 mtrs. D.P.Road and additional FSI of 358.01 sq. mtrs. by paying payment of premium. The Builder has disclosed the FSI of 2611.21 sq. meters is proposed to be utilized by them for the said Project and the Flat Purchaser(s) have agreed to purchase the said Flat on the understanding that the declared FSI shall belong solely to the Builder. In case the said FSI has been utilized by the Builder elsewhere, then the Builder shall furnish to the Flat Purchaser(s) all the detailed particulars in respect of such utilization of said FSI by them.
- 5.4. The Builder shall be entitled to amend the sanctioned Layout Plan in accordance with the provisions laid down in RERA and the Flat Purchaser hereby agrees and confirms that they shall not dispute or object such development of the remaining

portion of the said Property in any manner whatsoever. Additionally, the Builder shall be entitled to make variations, alterations and modifications in the Layout, plans, designs and specifications from time to time and construct such additional floors and/or buildings as per such revised plans, as it considers necessary in the said Project after obtaining the consent (if required) of such number of Purchaser/s of the said Project, as per the RERA, or as may be required by the concerned authorities, as per the applicable laws. Provided further that the Builder agrees to obtain separate consent of the Flat Purchaser in respect of such variation, alteration or modification, if the same may adversely affect the said Flat.

- 5.5. The Builder shall always have the right and be entitled to purchase and acquire further Transfer of Development Rights (TDR) from the market and consume the same on the said Plot or utilize any additional FSI that may be available to them either by way of TDR or increase in FSI due to changes in Development Rules and construct additional structures, make alterations and deal with the same in the manner the Builder deem fit and proper and the Flat Purchaser hereby consents to the rights of the Builder mentioned above as well as the rights of the Builder to revise and modify the building plans from time to time as far as it does not adversely affect the said Flat and the structure of the said Building.
- 5.6. The Builder shall be entitled to use/consume the aforesaid additional F.S.I. till the execution of conveyance in favour of the Society or any form of Organization of the Building JVM'S **ALEXA** being constructed/to be constructed on the said Property formed and registered by the Builder.
- 5.7. Further, it being clearly agreed and understood by the Flat Purchaser(s), that any benefit available by way of increase in FSI, which may be available by way of global FSI or due to change in D.C. Regulation on the said Plot shall be only for the use and utilization of the Builder, and the Flat Purchaser shall have no

right and/or claim in respect of the same, whether during the time of commencement of construction or during construction or after construction having been completed until conveyance of the said Property and the amenities in favor of the Organization of all the Buildings being constructed/to be constructed on the said Property /said Plot as per the terms of this Agreement.

6. DELIVER OF POSSESSION OF THE SAID FLAT

- 6.1. The Builder will hand over possession of the said Flat to the Purchaser/s, subject to obtaining an occupation certificate (part or full)/ from the TMC on or before _____ (hereinafter referred to as the “**Delivery Date**”), **PROVIDED** that the (a) Purchaser/s has/have not committed any default in making payments to the Builder of the respective installments of the Purchase Price on their due dates, (b) Purchaser/s is/are willing and ready to make full payment of all amounts payable to the Builder as mentioned in Sixth Schedule hereunder written and/or any other amounts /charges payable to the Builder under this Agreement, and (c) prior to such date, and the Purchaser/s is/are not in breach of any other terms, conditions, undertakings, representations and covenants of this Agreement.

PROVIDED HOWEVER THAT the date for giving possession of the said Flat to the Purchaser/s shall stand automatically extended, if delay occurs on account of the following factors (**force majeure events**) –

- (i) war, civil commotion or act of god, flood, drought, fire, cyclone, earth quake, or any calamity by nature affecting the regular development of the said Project; or
- (ii) any prohibitory order of any court against the development of the said Building/said Project; or
- (iii) any notice, orders, rules, regulations, notification or directive of the Government and/or local or public or private body or

authority or any other competent authority or any court, tribunal or any quasi-judicial body or authority; or

- (iv) any change or modification in the laws as applicable to construction / development of the said Building or the said Project which may cause the Builder to amend / modify the sanctioned/ approved plans for the said Building or the said Project or further amend the said Layout or otherwise; or
- (v) Any stay order/injunction order issued by any Court of Law, Tribunal, competent authority and statutory authorities; or
- (vi) Any delay in grant of any permissions/approvals by any of the authorities; or
- (vii) Any other circumstances that may be deemed reasonable by the Authority; or
- (viii) For any reason beyond the control of the Builder;

- 6.2. It is further clarified that in the event the Builder obtains the Occupation Certificate in respect of the said Flat and offers the Purchaser/s to take possession of the said Flat prior to the Delivery Date, then in such case the Purchaser/s agrees that the Builder shall be entitled to demand the outstanding installments of the Purchase Price and Purchaser/s agrees and undertakes to pay the same, without any delay and/or demur.
- 6.3. It is further clarified by the Builder that any extra/additional work required to be carried out in the said Flat as per the requirement/request of the Purchaser shall not be calculated/included in the period of grant of possession of the said unit as agreed to herein.
- 6.4. If the Builder is not able to give possession of the said Flat/ parking space to the Flat Purchaser on account of any reasonable cause or circumstances beyond its control, the Builder shall apply to the RERA Authority for a reasonable extension of a period during which the construction or development shall have been stalled. In the event of grant of extension of the RERA registration

for the said Project, the Delivery Date shall stand extended till the date of extension granted by the RERA Authority and the Flat Purchaser(s) shall not object to the same.

- 6.5. If the Builder fails or neglects to give possession of the said Flat to the Flat Purchaser on the Delivery Date (save and except as stated hereinabove or on account of any reasons beyond its control) then the Flat Purchaser shall be entitled to terminate this Agreement by giving a 15 days' notice in writing to the Builder and the Builder shall on demand refund the extent of Purchase Price already paid by the Flat Purchaser under this Agreement in respect of the said Flat and to the extent received by it (save and except the amount of interest which may have been paid or become payable by the Flat Purchaser for late payment of installments) along with Interest from the date of the receipt of such amount from the Purchaser till the date of payment to the Flat Purchaser, including compensation (if any) in the manner provided under the RERA Act.
- 6.6. Upon such termination and execution of the Cancellation Documents by the Parties and refunding the amount together with Interest and payment of compensation (if any) as per the RERA Act and the rules made there under, neither party shall have any further claim against the other in respect of the said Flat or arising out of this Agreement and the Builder shall be at liberty to dispose of the said Flat to any other person or persons at such price and upon such terms and conditions as the Builder may deem fit, without any reference or recourse to the Flat Purchaser.
- 6.7. Alternatively, in the event the Flat Purchaser opts not to terminate this Agreement, the Builder shall pay to the Flat Purchaser Interest as per RERA norms for every month of delay, till the date of handing over possession of the said Flat.
- 6.8. The Flat Purchaser hereby acknowledges and agrees that he/she/they shall choose either of the aforesaid remedies and not both.

7. DELAY/DEFAULT IN MAKING PAYMENTS BY THE FLAT PURCHASER

- 7.1. It is an essential and integral term and condition of this Agreement, that only upon the payment of full Purchase Price and all other amounts, charges, dues, outgoings, etc. payable hereunder, having been paid on its due date/s without any default by the Flat Purchaser(s) to the Builder (and not otherwise), will the Purchaser(s) have or be entitled to claim any rights, against the Builder under this Agreement and/or in respect of the said Flat.
- 7.2. The Flat Purchaser shall be pay to the Builder the installments of the Purchase Price and all other amounts payable in terms of these presents within _____ days of intimation ("**Due Date**") in writing either through Registered Post/ Courier/E-mail or any other mode that the amount has become due and payable on their respective due dates, time being the essence of the contract. If the Flat Purchaser fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Flat Purchaser shall be liable to pay annual interest at the rate specified in the Maharashtra RERA Rules viz; interest at the rate of the State Bank of India highest marginal cost of lending rate plus two percent as prescribed by the Maharashtra RERA Rules provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public, to the Builder 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.
- 7.3. Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts or as the Builder may deem fit at its own discretion.
- 7.4. Without prejudice to the other rights of the Builder hereunder, the

Builder shall in respect of any amounts remaining unpaid by the Purchaser/s under this Agreement, have a first charge / lien on the said Flat and the Car Parking space and the Purchaser/s shall not transfer his/her/their/its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Purchaser/s under this Agreement, to the Builder. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Builder.

7.5. The Builder shall without prejudice to charge Interest at the rate mentioned in Clause (7.2) above, and any other rights and remedies available to the Builder, if the Flat Purchaser commits 3 (three) defaults of payment of installments of Purchase Consideration or any other taxes/amounts/charges payable to the Builder in terms of this Agreement,

a) the Builder, without prejudice to its other rights and remedies, shall be entitled to terminate this Agreement by giving a 15 (fifteen) days written notice addressing it to the Flat Purchaser (“**Default Notice**”) by Courier / E-mail / Registered Post A.D. at the address provided by the Flat Purchaser, notifying the intention of the Builder to terminate this Agreement and failure on the part of the Flat Purchaser to make such defaulted payments together with interest within 15 (fifteen) days from the date of such Default Notice;

b) always provided that the power of termination herein contained shall be exercised by the Builder only after giving a 15 days’ prior notice in writing to the Flat Purchaser(s) of their intention to terminate this Agreement and specifying the breaches of the terms and conditions on account of which the Builder intend to terminate this Agreement and if the Flat Purchaser(s) continues to default in remedying such breach /breaches as mentioned in the said notice from the Builder, the Builder shall upon expiry of 15 days’ be entitled to forthwith terminate this Agreement, without any further notice to the Flat Purchaser(s).

- 7.6. Upon termination of this Agreement, the Parties shall execute and register a Deed of Cancellation to record the cancellation of this Agreement. The Flat Purchaser hereby agrees and undertakes to without any protest or demur, execute and register a deed of cancellation as and when called upon by the Builder and further agree to execute such other deeds, documents and writings as may be required by the Builder to fully and effectively terminate this Agreement (hereinafter collectively referred to as the **“Cancellation Documents”**). All the charges & expenses to be paid towards registration fees, stamp duty & other incidental expenses on Cancellation Documents shall be borne & paid by the purchaser alone.
- 7.7. It is further agreed by the Parties that upon termination of this Agreement as stated hereinabove, the earnest money equivalent to ___% (___ Percent) of the Purchase Price shall be forfeited by the Builder together with the amount of interest payable by the Flat Purchaser in terms of this Agreement from the dates of default in payment till the date of actual payment, including GST any other tax and / or any other amount due and payable by the Flat Purchaser and / or paid by the Builder in respect of the said Flat and the taxes and outgoings, if any, due and payable by the Flat Purchaser in respect of the said Flat up to the date of termination of this Agreement (hereinafter collectively referred to as the **“Forfeiture Amount”**).
- 7.8. Pursuant to such forfeiture and subject to execution and registration of the Cancellation Documents, the Builder shall refund to the Flat Purchaser the balance of sum/installments of Purchase Price which the Flat Purchaser may have actually paid to the Builder till the date of termination without any interest on the amount so refundable within a period of 30 days from the date of termination of this Agreement.
- 7.9. Upon termination of this Agreement, the Builder shall be at liberty to at its sole and absolute discretion deal with, dispose of and to sell the said Flat to such person or persons at such price and on

such conditions as the Builder may desire and think fit in its absolute discretion and the Flat Purchaser shall have no objection for the same.

7.10. Further, the Flat Purchaser hereby agrees and confirms that the Builder shall not be liable to pay to the Flat Purchaser any interest, compensation, damages, costs or otherwise, and shall also not be liable to reimburse to the Flat Purchaser any government charges, stamp duty, registration fees, etc. paid by the Flat Purchaser and that refund amount stated as aforesaid shall be accepted by the Flat Purchaser in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Flat.

7.11. The Parties agree and confirm that the Forfeiture Amount, recovered and/or adjusted from the amounts re-fundable to the Flat Purchaser(s) as stated herein shall be construed as pre-estimated liquidated damages and Parties shall not at any time hereafter raise objections or dispute the same.

7.12. In case the amount to be deducted under this clause exceeds the amount received from the Purchaser towards the purchase price, then the Builder shall recover the shortfall from the Purchaser, which the Purchaser agrees and undertakes to pay within 15 days from the date of demand.

8. MANNER OF HANDING OVER OF POSSESSION OF THE FLAT-

8.1. Upon receipt of the occupation certificate/part occupation certificate (as the case may be) in relation to the said Flat, and upon the Flat Purchaser making payment of the final installment of the Purchase Price to the Builder as per the terms of this Agreement, the Builder shall offer possession of the said Flat to the Flat Purchaser in writing ("**Possession Notice**"). The Builder on its behalf shall offer the possession to the Purchaser in writing within 7 days of receipt of Occupancy Certificate of the said Project.

- 8.2. The Flat Purchaser shall take possession of the said Flat within fifteen days from the date of receipt of the Possession Notice in writing to the Flat Purchaser intimating that the said Flat is ready for use and occupation.
- 8.3. Upon the Possession Notice from the Builder as per **Clause (8.1)** above, the Flat Purchaser shall pay/deposit with the Builder before taking the possession of the said Flat the amounts specified in Part-C of the Sixth Schedule hereunder written by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Builder. The Flat Purchaser hereby agrees that he/she/they shall not be entitled to question either the quantum of such amount mentioned in Sixth Schedule hereunder written nor claim any interest thereon.
- 8.4. In the event that, the Flat Purchaser fails to take possession of the said Flat within the time provided in **Clause (8.1)** above, such Flat Purchaser shall be deemed to have taken possession and on and from such date, be liable to pay maintenance charges and all other charges with respect to the said Flat, as applicable. It is further specifically agreed by the Flat Purchaser that if any amount, on account of Water Meter Deposit, Electricity Meter deposit, Development charges etc. as mentioned in Part-C of the Sixth Schedule hereunder written is increased by the concerned authority till the Flat Purchaser takes the possession of the said Flat from the Builder, then in such event, such differential amount (i.e. amount increase by the Concerned Authority less amount mentioned hereinabove) shall be borne & paid by the Flat Purchaser.
- 8.5. Within 15 (fifteen) days after the Possession Notice in writing is given by the Builder to the Flat Purchaser that the said Flat is ready for use and occupation, the Purchaser shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Flat, of outgoings in respect of the said Project and said Property including *inter-alia*, local taxes, betterment charges, other indirect taxes of every nature, or such

other levies by the TMC or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Project.

- 8.6. Until the Society is formed and the Society Conveyance is duly executed and registered, the Flat Purchaser shall pay to the Builder such proportionate share of outgoings as may be determined by the Builder at its sole discretion.
- 8.7. The Flat Purchaser agrees to pay maintenance in respect of the said Flat as mentioned in part B of Sixth Schedule hereunder written.
- 8.8. The amounts so paid by the Flat Purchaser to the Builder shall not carry any interest and shall remain with the Builder until the Society Conveyance is duly executed and registered. On execution of the Society Conveyance, the aforesaid deposits less any deductions as provided for in this Agreement shall be paid over by the Builder to the Society to the Limited Company as the case maybe.
- 8.9. The Purchaser agree and undertake to pay an amount of Rs. 25,000/- (Rupees Twenty Five Thousand Only) to the Builder as interest free security deposit while taking possession of the said Flat, the sole intention of such security deposit being taken by the Builder from the Purchaser is to safeguard/protect the common amenities and facilities which is proposed to be provided by the Builder for all the Flat Purchaser. The above referred security deposit will be remained with the Builder till the Builder handover the possession of the said Flat and thereafter such security deposit will be refunded by the Builder to the Purchaser within 15 days from the date of handing over possession of the said Flat to the purchaser without paying any interest either in full or by deducting any amount in the event damage if any done by the Purchaser to the common amenities and facilities as aforesaid.

9. DEFECT LIABILITY-

- 9.1. If within a period of five years from the date of handing over the said Flat to the Flat Purchaser, the Flat Purchaser brings to the notice of the Builder any structural defect in the workmanship, quality or provision of services in the said Flat or the said Building in which the said Flat is situated then, such defects shall be rectified by the Builder within a period of thirty days from intimation by the Flat Purchaser;

PROVIDED HOWEVER THAT the Purchaser shall not carry out alterations of whatsoever nature in the said unit or in the fittings therein, in particular it is hereby agreed that the Purchaser shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection (including Flooring) in the Toilets/ Kitchen as this may result in seepage of the water. If any of such works are carried out without the written consent of the Builder, the defect liability automatically shall become void.

- 9.2. It is clarified that the liability of the Builder under clause 9(1) shall not extend to:
- a) if any defect or damage is found to have been caused due to interior changes and other wear and tear of whatsoever nature or the negligence of the Flat Purchaser/neighboring flat purchasers or his agents, then the Builder shall not be liable for the same and the Flat Purchaser(s) alone shall be liable to rectify and reinstate the same at his/her/its/their own costs;
 - b) any such defects if the same have been caused by reason of the default and/or negligence of the Flat Purchaser and/or any other flat purchasers in the said Project (including the family members, servants, occupants, licensees of such Purchasers) i.e. against the guidelines, precautions, warranties, warnings on the products, provided by the Builder/ Utility Providers for the said Project;
 - c) defects caused by normal wear and tear, abnormal

fluctuations in the temperatures, abnormal heavy rains, vagaries of nature; negligent use of the said Unit or the fixtures or fittings provided therein. Defects in fittings and fixtures are not included therein and are subject to individual warranties provided by the manufacturers of such fittings and fixtures in this regard;

- d) If, the Flat Purchaser forcibly makes any additions / alterations or society permits any such additions / alterations to be done by the Flat Purchaser, by which, the structural stability is affected or the quality of construction of the building is damaged, and/or the plumbing lines are choked due to poor workmanship of modification or furniture work done by the Flat Purchaser or their contractors, and / or the area is encroached upon by the Flat Purchaser, such as extension of window, covering drying balcony, breaking the void, converting to usable space, encroaching upon the common passage etc.;
- e) due to above said reason any penalty, delay in occupation certificate, or impact on FSI takes place, whereby its detrimental/affects other development project of the Builder, due to which any financial loss and/or legal action is initiated against the Builder then Builder shall have all the right to claim / recover such financial loss and also to take appropriate legal action against the Flat Purchaser/Society and the Flat Purchaser/Society is liable to make good those losses/damages occurred to the Builder.

- 9.3. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchaser/Allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and access the same and shall then submit a report to state the defects in materials used, in the structure built of the unit / phase / wings and in workmanship executed keeping in mind the aforesaid agreed clauses of this agreement. Provided always that, in case of any dispute and/or difference of opinion

with regards to compensation, the Adjudicating Officer shall have authority as defined in RERA Act to decide such compensation, if the decision of the Adjudicating Officer is not acceptable to either of party in such event, the aggrieved party can approach the Appellate Authority as defined in RERA Act and RERA Rules.

10. BUILDER'S RIGHTS-

- 10.1. It is expressly agreed that right of the Flat Purchaser(s) under this Agreement is restricted only to the said Flat agreed to be sold by the Builder. All other premises and/or portion or portions of the said Property including the layout area, roads, recreation ground etc., shall be the sole property of the Builder and the Builder shall be entitled to deal with and develop the same in any manner as may be deemed fit by them without any reference or recourse or consent or concurrence from the Flat Purchaser(s) in any manner whatsoever.
- 10.2. The Flat Purchaser(s) hereby confirms and consents to the irrevocable right of the Builder to develop the remaining portion of the said Property in the manner deemed fit by the Builder without any further or other consent or concurrence from the Flat Purchaser and other purchasers in future.
- 10.3. The Builder has informed to the Flat Purchaser and the Flat Purchaser is aware that,
- (a) The Builder, subject to applicable laws, shall be entitled to make any variations, alterations, amendments or modification to or in the scheme of construction of the said Building, relocate/realign service and utility connections and lines, open spaces, parking spaces, recreation areas without adversely affecting the actual area of the said amenities and facilities as the Builder may deem fit and in the manner stipulated by the RERA or if the same is required by the concerned authority;
 - (b) The Builder shall form organizations of purchasers of the said Building to be constructed on the said Plot;

- (c) The nature of the organization to be formed in respect of the said Building to be constructed on the said Property and the type of transfer documents to be executed in favour of the organizations to be formed in respect of said Building to be constructed on the said Property shall be determined at the sole discretion of the Builder;
 - (d) The Builder shall be entitled to construct site offices/sales lounge or such other structures as may be required on portion of the said Property and shall have the right to access the same at any time without any restriction whatsoever and shall continue until the construction of the said Building is completed.
- 10.4. The Builder shall be entitled to put on hoarding/s illuminated or comprising of neon signs on the said Property or any portion thereof or on the said Building to be constructed thereon or any parts thereof and for that purpose the Builder is fully authorized to allow temporary construction or erection or installation either on the exterior/terrace of the said Building or on portion of the said Property as the case may be.
- 10.5. The Flat Purchaser/s or organization of flat purchasers of the said Building shall not demand any amounts, deposits or any charges from the Builder by way of monthly maintenance charges or any other charges or outgoings for the use of such exterior/terrace or compound wall for the purpose of displaying of hoardings or advertisements etc., and for such other purposes as the Builder may deem fit.
- 10.6. Nothing contained in this Agreement shall be construed to confer upon the Flat Purchaser any right, title and interest of any kind whatsoever into or over the said Property or the said Building to be constructed thereon or any part thereof. The Flat Purchaser shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him/her/them and all open spaces, parking spaces (other than unless specifically allotted by the

Builder) lobbies, stair-cases, terraces, recreation spaces, etc. will remain the property of the Builder until the said Building is transferred to the Organization of Purchasers and the said Property is conveyed in favour of Organization of the Purchaser of all the Buildings by executing conveyance as per the provisions of RERA.

- 10.7. The Flat Purchaser hereby expressly agrees and covenants with the Builder that in the event of all floors (or the wings) of the said Building are not ready for occupation simultaneously and in the event of the Builder offering license to enter upon the said Flat to the Flat Purchasers earlier than completion of all the floors and wings of the said Building then and in that event the Flat Purchaser has no objection to the Builder completion the construction of the balance Floor/s (or wings) or building on portion of the said Plot without any interference or objection by the Flat Purchaser.
- 10.8. The Flat Purchaser further confirms that he/she/they shall not object to construction of the balance floor/s or building, wing/s or part/s thereof by the Builder on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Builder shall be entitled to either by itself or through its nominee to construct and complete the said floor or floors or wing/s or building/s on the said Property as they may desire in its absolute discretion without any interference or objection or dispute by the Flat Purchaser.
- 10.9. The Builder shall in respect of any amounts remaining unpaid by the Flat Purchaser under the terms and conditions of this Agreement have a first lien and charge on the said Flat agreed to be purchased by the Flat Purchaser.
- 10.10. In the course of exercising the right of additional construction as envisaged hereunder, the Builder shall be entitled to utilize the existing R.C.C. structure, beams and columns and walls of the said building as well as the restricted common areas, amenities

and facilities of the said building.

- 10.11. The Builder shall be entitled to and shall be at liberty to make changes, modifications or alterations in the layout and building plans, so also the user of the Flat/s in the said building, locations of the said project amenities, as well as to increase or decrease the total number of units in the said building. The Purchaser hereby grants his irrevocable consent for such change / modification/ alteration of layout and/or building plans or the use of flats, or the total number of flats at the absolute discretion of the Builder, without adversely affecting design/area of the said flat agreed to be purchased by the Purchaser.
- 10.12. In the event any portion of the said Property being required by any utility / service provider for installing any electric sub-station / transformer / Building gas bank machinery, plants, buildings, etc., the Builder shall be entitled to transfer such portion to the said utility / service provider or any other body for such purpose on such terms and conditions as the Builder deems fit and / or as per requirement of such utility / service provider or as per applicable law/ rules / regulations.
- 10.13. All the common areas amenities and facilities of the said Project shall remain under the charge and control of the Builder till the Builder formally hands over the charge and control thereof to the concerned member societies.
- 10.14. It is specifically confirmed agreed and declared by the Flat Purchaser that he/she/they has/have agreed to purchase the said Flat knowing fully well such rights of the Builder which shall continue to subsist even after formation of the Organizations of Purchasers of the said Building and execution of Conveyances in favour of the Organizations of Purchasers of the Building/s being constructed/to be constructed, as the case may be, and necessary clause containing such rights shall be incorporated in the Conveyances to be executed in favour of the Organizations of Purchasers.

- 10.15. The Builder/ shall be entitled to sell, dispose of or alienate any other benefits accruing out of the said development. The price or purchase price received by selling, transferring or alienating such benefits shall always belong absolutely to the Builder.
- 10.16. The Purchaser or the common organization will not have any share, right, title, interest or claim therein. If required by the Builder, requisite provision will be made in Conveyance or Assignment of the said Building in favour of the common organization of all the Flat Purchasers;
- 10.17. The Transferable Development Right (TDR) and/or the Development Right Certificate (DRC) which may be at any time issued for the said Property or any part of the property or arising out of Development of the said Property shall always belong to the Builder. The Purchaser or the common organization of all Purchasers will not have any share, right, title, interest or claim therein.
- 10.18. The aforesaid provision regarding construction to be carried on in future by the Builder in the said Property and their right to sell the same on ownership basis and the Society/ Association of Purchaser or Limited Company to admit such Purchaser as member shall continue to remain in effect even after the Project is completed;
- 10.19. So long as it does not in any way affect or prejudice the right of the Purchaser(s) in respect of the Flat/s and undivided interest in the common areas and limited common areas, the Builder shall be at liberty to sell, convey and transfer or otherwise to deal with all other Flat(s) and spaces in the said Building and Builder are entitled to deal with its right, title and interest in the said Property in any manner they may deem proper;
- 10.20. The Builder shall be entitled to sell the shops/commercial units to the prospective purchaser who intends to run business of "Food Outlet" by obtaining due permission and sanctions from the concerned authority for which the Purchaser has/have no

objection and hereby accord his/her/their irrevocable consent. The purchaser who intend to purchase the shop for the purpose to run the business of food outlet shall provide proper ventilation as per the norms of local body and other concerned authority to avoid any sort of inconvenience and nuisance to other purchaser of flats/shops/premises etc.

The aforesaid conditions are of the essence of the contract and only upon the Flat Purchaser(s) agreeing to the said conditions, the Builder has agreed to sell the said Flat to the Flat Purchaser.

11. REPRESENTATION AND WARRANTIES OF THE BUILDER:-

The Builder hereby represents and warrants to the Purchaser/s as follows:

- 11.1. The Builder and the owners of the said Property have clear and marketable title with respect to the said Property; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon said Project and also has actual, physical and legal possession of said Project;
- 11.2. The Builder has lawful rights and requisite approvals from the local body and competent Authorities to carry out development of the said Project and have obtained requisite approvals from time to time to complete the development of the said project and shall construct the said Project as per the plan sanctioned by the TMC and also shall obtain occupation certificate from the TMC in respect thereof;
- 11.3. There are no encumbrances upon the said Project except those disclosed in the Title Report and this Agreement;
- 11.4. There are no litigations pending before any Court of law with respect to said Project except those disclosed in the Title Report and in this Agreement;

- 11.5. All approvals, licenses and permits issued by the competent authorities with respect to the said Project and said Building are valid and subsisting and have been obtained by following due process of law. The Builder shall comply with all applicable laws in relation to the said Project, and common areas;
- 11.6. The Builder has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- 11.7. The Builder 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 Project, including the said Flat which will, in any manner, affect the rights of the Purchaser/s under this Agreement;
- 11.8. The Builder confirms that the Builder is not restricted in any manner whatsoever from selling the said Flat to the Purchaser/s in the manner contemplated in this Agreement;
- 11.9. At the time of execution of the conveyance deed of the said Building to the association of the Purchaser/s the Builder shall handover lawful, vacant, peaceful, physical possession of the common areas of the said Building to the Association of the Purchaser/s;
- 11.10. The Builder has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the Competent Authorities;
- 11.11. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon

the Builder in respect of said Project except those disclosed in the title report.

12. FORMATION OF THE ORGANIZATION OF PURCHASERS AND CONVEYANCE OF THE SAID PROPERTY TOGETHER WITH THE SAID BUILDING IN FAVOUR OF THE ORGANIZATION –

- 12.1. The Builder will sell the flats intended to be constructed on the said Project with a view ultimately that the various purchasers of all the flats in the said Building shall be admitted to co-operative housing society or by forming and registering condominiums under the provisions of the Maharashtra Apartment Ownership Act, 1970 and the Maharashtra Apartment Ownership Rules, 1972 framed there under or by forming companies or such other entities/organization/association as permissible under the applicable laws. The Builder shall take steps for the formation of such organization in respect of the said Building (hereinafter referred to as the **“Organization of Purchasers”**) within a period of three months from the date 51% (fifty one percent) of the total number of flat purchasers of the said Building have booked their flat. It is further agreed and declared by the Parties that the Builder shall form Organization of Purchasers of the said Building under the applicable laws.
- 12.2. The Builder as per the provisions of the applicable law, shall convey the said Property together with the said Buildings along with the FSI consumed therein and the Common Areas, Amenities and facilities of the said Building and the common areas and amenities specifically designated for the use of said Project/said Building (subject to the rights of the Builder to deal and dispose of the unsold flats in the said Building), in favor of the Organization of Flat Purchasers formed by executing necessary deeds of conveyance in favor of the Organizations of Purchasers as per the provisions laid down in RERA Act & Rules,
- 12.3. The Organization of Purchasers shall upon being registered or formed, pass the necessary resolutions confirming the terms,

conditions, covenants, stipulations and provisions of this Agreement and all deeds, documents, instruments and writings related or incidental to this Agreement (executed or to be executed by and between the Parties hereto) or such of them as the Builder may require and agreeing and undertaking to be bound by the same and the Flat Purchaser/s shall vote in favour of such resolutions.

12.4. The Flat Purchaser along with the other flat purchasers of the premises in the said Building shall join in forming and registering the Organization of Purchasers and for that purpose from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of such Organization of Purchasers and for becoming a member, and approving the bye-laws of the proposed Organization and duly fill in, sign and return to the Builder within four days of the same being forwarded by the Builder to the Flat Purchaser, so as to enable the Builder to register the Organization of the Purchasers under the provisions of the Maharashtra RERA Rules.

12.5. No objection shall be taken by the Flat Purchaser if any changes or modifications are made in the draft bye-laws or the Memorandum and /or Articles of Associations, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. In the event the Organization of the Purchasers is formed and registered before the sale or disposal by the Builder of all the flats/premises in the said Building, the Builder shall have the absolute authority and control as regards the unsold premises and the disposal thereof.

12.6. The name of the Organization of Purchaser shall be solely decided by the Builder. The Builder shall be entitled to and may change the name of the said Building once or more than once on or before obtaining completion certificate for the said Building. However, the name of the said Building shall not be changed by

the Co-operative Society or association of flat purchasers in a building forming part of the said Project without written consent of the Builder.

12.7. The Organization of Purchaser shall admit all purchasers of flats and premises in the said Building as members, in accordance with its bye-laws.

12.8. The Builder shall be liable to pay only the municipal taxes, at actual, in respect of the unsold flats. Even after the Builder developing the remaining portion of the said Property, the Builder shall continue to have a right to hold and/or dispose of the remaining unsold premises in the said Building in such manner as they think fit and the sale proceeds thereof shall belong absolutely to the Builder and the Flat Purchaser of such remaining premises shall be accepted as members of such the relevant Organization of Flat Purchasers without charging any premium or extra payment.

12.9. The Builder shall be entitled, but not obliged to, join as a member of the Organization of Purchasers in respect of unsold premises in the said Project, if any.

12.10. The Deed of Conveyance of the said Property together with the said Building to be executed in favour of the Organization of the said Building shall contain suitable provisions in respect of the use and maintenance of the common infrastructure /services /facilities/amenities and shall further contain such terms, conditions, covenants, stipulations and provisions including those contained in this Agreement as may be decided and determined by the Builder in its sole, absolute and unfettered discretion, including the following;

Covenants with respect to the said Property and which shall be binding upon, the purchasers and his/her/their/its heirs, executors, legal representatives, successors, transferees and assigns, as the case may be, and on the Organization of the said Building;

- (i) Covenant/s for right of way/access, if any, given and granted or to be given and granted to and in favour of the owner/Builder of any contiguous or adjacent or adjoining lands and/or any other person/s, over or through the said Property or any part thereof;
- (ii) Declaration/s and confirmation/s of and from the purchasers, the Organization of Purchasers of the said Building being constructed/to be constructed in respect to the use of the common infrastructure/ facilities and amenities with the purchasers of premises developed on the said Property;
- (iii) Declaration/s and confirmation/s of and from the purchasers, Organization of the said Building in respect of the sole and absolute authority of the Builder regarding sale, transfer, assignment and/or disposal of unsold flats, premises and parking spaces, including additional construction, carried out on portion of the said Property and/or in the said Project by utilizing and consuming the FSI, FAR and TDR or sale, transfer, assignment and/or disposal thereof and the Builder's sole right to enjoy and appropriate the revenue, income and benefits thereof; and
- (iv) Declaration/s and confirmation/s of and from the Organization in respect of the sole and absolute authority of the Builder regarding any contracts, arrangements, memorandums and/or writings executed in respect of the said Building including appointment of any agency, firm or corporate body or person or any other organization or association to maintain and manage, control the said Building including power and authority to collect the entire outgoings, provisional charges and other amounts for such consideration and on such terms and conditions as the Builder may deem fit.

12.11. The conveyance deed and all other documents to be executed in pursuance of this Agreement as also the bye-laws, rules and regulations in connection with the formation and/or registration

of the Organization of the said Building shall be prepared and approved by the Advocates appointed by the Builder and the same will contain such covenants and conditions as the Advocates shall think reasonable and necessary having regard to the development of the said Property, construction of buildings thereon and manner of management of the buildings constructed on the said Property.

12.12. However, any stamp duty, premium, registration charges or other miscellaneous charges incidental to execution of all such conveyance deeds of the said Buildings and said Property and other documents and writings and for formation of the Organization of the said Building as well as the entire professional costs of the Attorneys-at-Law of the Builder in preparing and approving all such documents shall be borne and paid by the Organization of the said Building or proportionately by all the flat purchasers of the said Building constructed on the said Property as the case may be.

12.13. The Builder shall utilize the sum provided by the Flat Purchaser to the Builder as specified in Part-B of Sixth Schedule hereunder written for meeting all legal costs, charges and expenses, including professional costs of the Attorneys at law/Advocates of the Builder in connection with the formation of the Organization of the Purchasers as the case may be, preparing rules, regulations and bye/laws and the cost of preparing & stamping the lease /Conveyance.

12.14. The Builder shall, if necessary, become members of the Organization of the said Building, subject to the applicable laws, in respect of its right and benefits conferred/reserved herein or otherwise. If the Builder transfers, assigns and disposes off such rights and benefits at any time to anybody, the assignee, transferee and/or the buyers thereof shall become the members of the Organization of Purchasers in respect of the said rights and benefits.

- 12.15. The Flat Purchaser herein and or Organization of Purchasers of the Building **JVM'S ALEXA** will not have any objection to admit such assignees or transferees as members of the Organization of Purchasers. In the event such Organization of Purchasers refuses to admit the nominees of the Builder as Members of the Organization of Purchasers then in such event the Builder shall adopt legal proceedings with the Registrar of Co-operative Society/concerned authority and claim for cost from the Organization of Purchasers by adopting legal proceedings in respect thereof.
- 12.16. Post execution of the conveyance to the Organization of Purchaser, the Organization of Purchaser shall be responsible for the operation and management and/or supervision of the said Building/said Project till the time management, administration and state of affairs of the said Building/said Project is handed over to the Organization of Purchaser, and the Purchaser shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
- 12.17. The Builder in that case shall not be required to pay any transfer fees charges, premium and/or donation and/or compensation and/or cost in any form whatsoever to the such the relevant Organization of Flat Purchasers, save and except the municipal taxes at the actual, membership fee, share money and entrance fee per member for such remaining unsold flats/premises. It is also agreed by the Flat Purchaser that the Builder will be entitled to the refund of the municipal and other taxes, cesses, assessments and levies on account of the vacancy of the unsold flats, units, premises and parking spaces, if the Builder has paid the same in respect of the flats, shops, offices, units, premises and/or parking spaces which are not sold and disposed.
- 12.18. Until such Conveyance is executed, the right of the Purchaser(s) shall be confined only to the respective premises and the Purchaser(s) and/or the organization to be formed for the

purpose of the said Building shall have no right on any portion of the Said Property.

- 12.19. The conferment of right shall take place only in respect of the Said Property and the said Building in favour of the Said Organization thereof on the execution of the Conveyance in its favour as aforesaid. Unless all the Purchaser(s) of flats, shops and other premises etc. have paid all their dues including their contribution for Stamp Duty and Registration Charges payable on such conveyance/s as the case may be, to the Builder, the Builder shall not be bound to execute or cause the conveyance to be executed in favour of the Said Organization as the case may be.

13. PAYMENT OF OUTGOINGS AND TAXES

- 13.1. Upon expiry of seven days from the receipt of the notice in writing is given by the Builder to the Flat Purchaser that the said Flat is ready for use and occupation, the Flat Purchaser shall be liable to bear & pay the proportionate share (i.e. in proportion to the floor area of the Flat) of the outgoings in respect of the said Project and the said Building and deposit more particularly described in Part-B of the Sixth Schedule hereunder written with the Builder:
- 13.2. The above amounts are not refundable and no accounts or statement will be required to be given by the Builder to the Purchaser in respect of the above amounts deposited by the Purchaser with the Builder.
- 13.3. Until the Organization of the Purchasers is formed in respect of the said Building and until conveyance of the said Property to the Organization of the said Building as the case may be, in lieu of the Builder carrying out maintenance of the said Project, the Flat Purchaser of the said Building shall pay to the Builder such proportionate share of outgoings and/or overheads as may be determined by the Builder from time to time.

- 13.4. The Flat Purchaser further agrees that till his/her/their share is so determined he/she/they shall pay to the Builder provisional monthly contributions towards the outgoings (subject to increase in the charges levied by the Concerned Authority) and Property/Assessment Tax as mentioned in Part B of the Sixth Schedule hereunder written. The Flat Purchaser hereby agrees to be bound and liable to bear and pay such increased charges, if any, without any objection from the date of possession or from the date of letter of intimation by the Builder or from the period of increased charges, as the case may be. The amount so paid by the Flat Purchaser to the Builder shall not carry any interest and remain with the Builder until the execution of the conveyance in favour of the Organization of Purchasers. Provided always that, amount if any paid by the Purchaser in advance towards above said heads/accounts shall be adjusted from the same and excess amount if any remain with the Builder shall be refunded by the Builder to the Purchaser.
- 13.5. The Builder shall not be required to pay proportionate share of the maintenance charges of the premises which are not sold and disposed of by the Builder. The Builder shall maintain separate account for aforesaid amounts and shall submit account to the Organization of the Flat Purchaser of the said flat/s at the time of handing over of management to the Organization of Flat Purchasers, the Builder shall not be liable to provide any interim accounts.
- 13.6. In the event of the Builder having paid or being required to pay any amount by way of premium, betterment charges, development charges, transfer charges etc. payable to any Sanctioning Authority or other authority or the Government of Maharashtra, then the same shall be reimbursed by the Flat Purchaser to the Builder in proportion to the carpet area wherever applicable of the said Flat or otherwise as may be determined by the Builder. Nonpayment of the same shall constitute a breach of this Agreement.

- 13.8. It is also agreed between the Builder and Flat Purchaser that since the Flat Purchaser is liable to bear and pay the GST and other tax and cesses and interest and penalty (if any) payable in respect of the transaction of sale of the said Flat between the Builder and the Flat Purchaser under this Agreement, if such amount is paid by the Builder or required to be paid by the Builder to the concerned authority, then in such event, the Flat Purchaser shall be forthwith liable and responsible to reimburse such amount to the Builder upon receipt of written intimation from the Builder in that behalf.
- 13.9. On formation of the Organization of the said Building the said corpus fund/deposit (as the case may be) shall be handed over to the Organization of the said Building. The Purchaser hereby acknowledges and irrevocably consents that the said corpus fund/deposit together with interest, if any, earned thereon shall be available for utilization by the Builder /Organization of the said Building for maintenance and management of the infrastructural facilities such as internal roads, street lights, storm water drains, drainage system, sewerage, filtration plant, water filtration plant, water tank tower, gardens, club house and other indoor and outdoor recreational facilities, security etc.
- 13.10. It is however agreed that the Flat Purchaser shall nevertheless also be strictly liable to pay monthly contributions to the Builder/ Organization of the said Building as may be determined by the Builder/ Organization of the said Building as aforesaid. The said corpus fund/deposit to be paid by the Flat Purchaser shall be in addition to the Flat Purchaser price of the said premises and the other deposits payable by the Flat Purchaser as specified in this Agreement. Where amounts are payable by the Flat Purchaser to the Builder and the same are outstanding/ are remained to be paid then the Builder may in its sole discretion adjust the amounts payable from and out of the corpus fund/deposit as aforesaid and the purchaser agrees not

to raise any objection thereto.

13.11. The Purchaser(s) agrees that the Purchaser(s) shall from time to time sign all relevant applications, papers, documents, and do all the acts, deeds and things in pursuance to the transaction as the Builder may require for safeguarding the interests of the other Purchaser/s of Unit(s) of the said Building including the Purchaser(s). The Purchaser(s) shall ensure that in the event the Purchaser(s) gives possession of the Flat(s) to any third party by way of lease or License or otherwise with prior written approval from the Builder/ society or common organization, such person shall from time to time, sign all applications, papers and documents and do all other acts, which the Builder may require for safeguarding the interests of the Purchaser(s) of the Flat(s) of the said Building.

13.12. The Builder shall enter into separate agreements with the purchasers of different flats in the said Building for sale to them on ownership basis on terms and conditions substantially similar hereto and the benefit of this and the provisions of such agreements shall bind to the extent applicable, transferees of the flat from the original Purchaser also.

14. LOANS AVAILED BY FLAT PURCHASER(S)

14.1. The Flat Purchaser may seek a loan from financial institutions or banks or any other lender (hereinafter referred to as the “**Lender**”) against the security of the said Flat only after and subject to the consent and approval of the Builder. The Flat Purchaser’s obligation to purchase the said Flat shall not be contingent on the Flat Purchaser’s ability or competency to obtain such financing and the Flat Purchaser will remain bound under this Agreement whether or not he/she/it has been able to obtain finance for the purchase of the said Flat or any reason whatsoever. The Flat Purchaser hereby agrees that he/she/it shall not be absolved from his/her/its liabilities and obligations under this Agreement in case the Lender does not sanction the

loan or delays in disbursements for any reason whatsoever. In the event of (a) the Flat Purchaser committing a default in payment of the installments of the consideration amount and (b) the Builder exercising its right to terminate this Agreement, the Flat Purchaser shall clear the mortgage debt outstanding at the time of the said termination.

- 14.2. The Flat Purchaser shall obtain the necessary letter from the Lender stating that the Flat Purchaser has cleared the mortgage debt. On receipt of such letter from the Lender and subject to the terms of this Agreement and execution and registration of Cancellation Documents, the Flat Purchaser shall be entitled to the refund of the amount so paid by him to the Builder towards the said Flat. Notwithstanding the above, the Flat Purchaser's obligation to make the payment of the installments of the Purchase Price and the other sums payable under this Agreement in accordance with the provisions of this Agreement is absolute and unconditional.
- 14.3. It is expressly agreed and undertaken by the Flat Purchaser that in case he desires to obtain/borrow housing loan from any financial institution/Bank/Organization/ Employer by offering as security the said Flat/premises allotted to him under this Agreement, the disbursement of such loan shall be made directly in the name of the Builder and the installments of the Purchase Price shall be paid into the Designated Account.
- 14.4. However, on non-payment of such loan by the Flat Purchaser, the recourse available to the financial institution would be subject to the terms of this Agreement and be only to such Flat/premises allotted to the Flat Purchaser and not to the land and buildings belonging to the Builder or any other portion of the said Property or the said Project. On the bank/financial institution agreeing to the above, the Builder shall be deemed to have granted its' no objection to such Flat Purchaser to raise housing loan only on the aforesaid conditions and not otherwise.

15. COVENANTS OF THE FLAT PURCHASER

The Flat Purchaser with the intention to bring in and bind all persons into whomsoever hands the said Flat may come, doth hereby covenant with the Builder as follows:-

- 15.1. To maintain the said Flat at the Flat Purchaser's own cost in good tenable repair and condition from the date on which the possession of the said Flat is taken and shall not do or suffer to be done anything in or to the said Building/s or to the staircase or any passage/s or other areas which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change /alter or make addition in or to the said Building or the said Flat itself or any part thereof.
- 15.2. Not to store in the said Flat 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 or storing of goods which are objectionable to by the concerned local or other authority and shall not carry or cause to be carried heavy package to the upper floors which may damage or are likely to damage the stair-cases, common passages or any other structure of the said Building including entrance of the building and in case any damage is caused to the said Flat or the said Building or any other premises or any part thereof on account of negligence or default of the Flat Purchaser in this behalf, the Flat Purchaser shall be liable for the consequences of the breach.
- 15.3. To carry out at his own costs all internal repairs to the said Flat and maintain the said Flat in the condition, state and order in which it was delivered by the Builder to the Flat Purchaser and shall not do or suffer to be done anything in or to the said Building or the said Flat which constitutes a breach or default under the rules and regulations and bye-laws of the concerned local authority or other public body AND in the event of the Flat Purchaser committing any act in contravention of the above provisions, the Flat Purchaser shall be responsible and liable for

the consequence thereof to the concerned local authority and / or any other public authority.

- 15.4. To carry out such repairs / maintenance / alterations during such timings whereby the neighbors are not adversely affected. The Flat Purchaser shall make good the damage done to the neighborhood flat which would have occurred due to alterations/modifications/furniture work done by the Flat Purchaser in his premises.
- 15.5. Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any additions or alterations of whatever nature in or to the said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Building and shall keep the portions, sewers, drains, pipes in the said Flat and 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 and shall not chisel or in any other manner damage the columns, beams walls, slabs, flooring, RCC parts or other structural members in the said Flat.
- 15.6. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said properties and the said Building/s or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.
- 15.7. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the Larger Property and the said Building.
- 15.8. To co-operate with the Builder and allow the Builder and/ or its agents, surveyors, workers, etc. to enter the said Flat for the purposes of carrying out all the repairs, fixing leakages, etc. and it is further agreed by the Flat Purchaser that in the event, the Flat Purchaser refuses to co-operate with the Builder and/or its surveyors, agents, workers, etc then he shall be liable to pay a sum of Rs.1,00,000 (Rupees One Lac) per month calculated on

daily basis to the Builder as and by way of penalty for the damage and losses accruing thereon).

- 15.9. Not to affix or put any grills outside the window as well as not to change material, color, windows, chajjas, railings, etc. due to which likely possibility to spoil the exterior elevation or cause leakage or damage the color/paint of the premises and building and shall not do core cut in RCC walls without written approval from Builder
- 15.10. Not to put or keep plant pots, signboards and / or any object outside the windows.
- 15.11. To pay to the Builder within seven days of demand by the Builder, his/her share of any deposits demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the said Building.
- 15.12. To bear and pay all the maintenance charges including any increase in local taxes, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the TMC and/or Government and/or other public authority whether on account of change of user of the said Flat by the Flat Purchaser or otherwise.
- 15.13. To bear and pay all the charges as and when demanded by the Builder in respect of the water or any other facility, if any, supplied/provided by the Builder from outside resources till such facility provided/agreed to be provided by the TMC /authority becomes fully functional;
- 15.14. To bear and pay all service tax, works contract tax, VAT etc. and such other levies, if any, and any additional taxes which may be imposed with respect to the construction on the said Property and/or any activity whatsoever related to the said Flat by the TMC and/or State/Central/Government and/or Public Authority from time to time;

- 15.15. The Flat Purchaser hereby agrees and confirms to use the said Flat only for residential use.
- 15.16. The Flat Purchaser shall not let, sub-let, transfer, assign or grant on leave and license or part with Flat Purchaser's interest or beneficial factor of this Agreement or part with the possession of the said Flat until the Flat Purchaser has obtained in writing the consent of the Builder and the entire sum of Purchase Price and all the dues payable by the Flat Purchaser to the Builder under this Agreement are fully paid up and only if the Flat Purchaser has not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and subject however to the payment of transfer premium by Flat Purchaser and/or such intending transferee to the Builder at the rates as may be decided by the Builder at its sole discretion, and the Flat Purchaser and the intending transferee agrees to and adheres to all the terms and conditions imposed by the Builder in this regard.
- 15.17. Without prejudice to the other rights of the Builder hereunder, the Builder shall in respect of any amounts remaining unpaid by the Flat Purchaser, under the terms and conditions of this Agreement, have a first charge/lien to the said Flat, and the Flat Purchaser shall not transfer the same, in any manner, whatsoever, without making full payment of all amounts payable by the Flat Purchaser(s) under this Agreement to the Builder.
- 15.18. The Flat Purchaser shall observe and perform all the rules and regulations which the Organization of Purchasers will 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 Block (where the said Building is situated) and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Flat Purchaser shall also observe and perform all the stipulations and conditions laid down by the Organization of Purchasers regarding the occupations and use of

the said Flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

- 15.19. Till a Conveyance of the said Property is executed in favor of the Organization as aforesaid, the Flat Purchaser shall permit the Builder and its Surveyors and Agents with or without workmen and others, at all reasonable times, to enter into and upon the said Property and the building/s or any part thereof to verify and examine the state and condition thereof.
- 15.20. Not to change the external colour scheme, pattern of the colour of the Building or the exterior elevation or the outlay of the Building;
- 15.21. Not to fix any grill to the Building or windows except in accordance with the design approved by the Builder;
- 15.22. The Flat Purchaser/s hereby declare, confirm and undertake to abide by the terms and conditions mentioned hereinbefore in the sub-clause (15.1),(15.2),(15.3) & (15.4). The Flat Purchaser hereby confirms that if the Flat Purchaser requests for and have been provided access to the said Flat to carry out interior work fit-outs prior to grant of possession of the said Flat by the Builder, the Flat Purchaser agrees and undertakes to carry out the interior work strictly, in accordance, with the rules and regulations framed by the Builder/Organization of Flat Purchasers and the said TMC and without causing any disturbance, to the other purchasers of premises in the said Building or the said Block.
- 15.23. The Flat Purchaser further agrees and undertakes to deposit with the Builder/Organization of Flat Purchasers (as the case may be), a sum as may be decided by the Builder/Society to be utilized by the Builder/Organization of Flat Purchasers, in case of any damage, caused to the said Building, or any part thereof, and the same shall remain deposited, till the entire interior work in the said Flat is completed, and shall be refunded without interest to the Flat Purchaser, only in case the amount is not adjusted

towards wear and tear and damages so caused, by the Flat Purchaser.

- 15.24. The Flat Purchaser also agrees to make payment of such sum (per day) as may be decided by the Builder/Organization of Flat Purchasers, towards the use of the lift and other amenities in the said Building, during the period in which the interior work is carried out in the said Flat. Further, the Flat Purchaser hereby agrees and confirm that he/she/it/they shall within 10 days from the demand made in this regard by the Builder, be liable to pay, without any dispute or demur, such charges as may be decided by the Builder towards consumption of electricity and water for carrying out such interior work and also towards maintenance and management of the said Building and the said Project even though the Flat Purchaser would not have been provided possession of the said Flat.
- 15.25. Further the Flat Purchaser hereby agrees and confirms that they shall not carry out any interior work which would cause damage to flat of other Flat Purchasers. The Flat Purchaser hereby undertakes to reinstate/restore all the changes, alteration and modification in its original position and get repaired all the damage caused to other Flat Purchaser on account of any interior work in his/her/their flat at their own cost if any, carried out.
- 15.26. The Flat Purchaser hereby undertake to indemnify and keep indemnified the Builder from the any loss and damage that may be caused due to changes/alteration/ modification and interior work carried out by him/her/them in violation of aforesaid clauses. The Flat Purchaser hereby agree, acknowledge and confirm that in the event any interior work is carried out by the Flat Purchaser in the said Flat, the Flat Purchaser shall then not be entitled to claim any rectification or compensation for any defect from the Builder as stated in this Agreement.
- 15.27. The Builder will have a right to inspect all interior works carried out by the Flat Purchaser. In the event the Builder finds that the

nature of interior work being executed by the Flat Purchaser is in any manner harmful to the said Building or to the owners of other flats or to the structure, façade and/or elevation of the said Building or is any manner inconsistent from the details provided by the Flat Purchaser as aforesaid then, the Builder shall be entitled to stop such interior works forthwith and the Flat Purchaser shall not be entitled to dispute or claim any reimbursement from the Builder for any loss suffered by the Flat Purchaser for such stoppage of interior works.

- 15.28. While carrying out interior works the Flat Purchaser shall ensure that no portion of his /its floor area is subjected to a superimposed load in excess of its designed load and nothing is done in the said Flat whereby any floor below or above develops cracks or leaks, since the floor area load has been structurally designed to take only a specified load.
- 15.29. The Flat Purchaser will ensure that the debris from the interior works are dumped in an area earmarked for the same and will be cleared by the Flat Purchaser, on a daily basis, at no cost to the Builder and no nuisance or annoyance whatsoever to the other purchasers. All costs and consequences in this regard will be to the account of the Flat Purchaser.
- 15.30. The Flat Purchaser will further ensure that the contractors and workers engaged by the Flat Purchaser during execution of the interior work do not dump any work material of whatsoever nature either in the toilet, waste water line or soil line which may block the free flow of waste water, thus resulting in perennial chocking and leakage in the said Flat. The Flat Purchaser shall ensure that common passages/ walkways and any other common areas are not obstructed or damaged at any time during the course of carrying out any works or thereafter.
- 15.31. If any damage is done in the common areas while bringing any material by the Flat Purchaser for his said Flat/premises then in that case, the Builder shall not be responsible or liable to repair

or replace any broken material in the premises or rectify any defect in the said Flat/Building or common areas.

15.32. In the event, damage if any caused to the flat of Flat Purchaser/s herein and/or damage if any caused to the flat of other Flat Purchaser on account of interior work being carried out by the Flat Purchaser in his/her/their flat on account of violation of sub-clause (15.1),(15.2),(15.3) & (15.4) mentioned herein above, the Builder shall be absolved from liability to carry out the repairing work in the flat affected on account of interior work being carried out by the Flat Purchaser in his/her/their flat on violation of sub-clause (15.1),(15.2),(15.3) & (15.4) stated herein above These covenants shall be binding and operative even after the formation of the Organization of Purchasers of the said Block.

15.33. The Flat Purchaser will not claim/demand sub-division of the said Property to be conveyed to the Organization of all the Buildings. It is further agreed that in view of the fact that the approvals obtained are in respect of the development on the said Property, the Flat Purchaser and the Organizations of Purchasers of all the Buildings when formed will not commit any breach or default which will result in the validity of the approvals obtained being vitiated.

15.34. The Flat Purchaser shall, at no time, demand partition of his interest in the said Flat/ said Building/ said Property, it being hereby agreed and declared by the Flat Purchaser that his/her/their interest in the said Flat is impartable.

16. SALE/ASSIGNMENT/MORTGAGE OF BUILDER'S RIGHTS

16.1. The Builder shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose of its right, title and interest in the said Property or any part thereof, hereditaments and premises and the buildings constructed or hereinafter to be erected thereon **PROVIDED THAT** the Builder does not in any way affect or prejudice the rights hereby granted in favour of the Flat Purchaser under this Agreement, and subject to obtaining the

written consent of such number of Purchaser/s and the RERA Authority, as per the terms of the RERA Act.

- 16.2. The Flat Purchaser/s hereby declare/s and confirm/s that the Builder has prior to the execution hereof, specifically informed the Flat Purchaser/s that:
- 16.3. The Builder specifically reserves its right to offer the said Property along with the construction thereon or any part thereof, including but not limited to the said Project and all the residuary right, title and interest in the said Building to be constructed on the said Project (save and except the said Flat agreed to be sold to the Purchaser), as security (including by way of a mortgage or charge or hypothecation of receivables of allotted units being the installments of purchase price together with interest and other charges payable thereon.
- 16.4. To any other credit/financial institution, bank or other person/body, who has advanced or may hereafter advance credit, finance or loans to the Builder, and the Flat Purchaser/s has/have given and granted his/her/their/its specific and unqualified consent and permission to the Builder for doing the same without any further reference to the Purchaser.
- 16.5. The Purchaser/s hereby irrevocably and unconditionally declare/s, agree/s, undertake/s, covenant/s, confirm/s and assure/s that he/she/they/it shall, if and whenever requested by the Builder hereafter in this regard, and within **7 (seven)** days of receiving the Builder's written intimation in this regard, sign, execute and give to the Builder, and in such form as may be desired by the Builder, any letter or other document recording his/her/their/its specific, full, free and unqualified consent and permission for the Builder offering and giving the said Property and/or the said Project proposed to be constructed on the said Property by the Builder, as security (save and except the said Flat) in the manner mentioned hereinabove.
- 16.6. It is expressly clarified, agreed and understood that strict

compliance of this condition on the part of the Purchaser/s shall be of the essence of this Agreement, and that on the basis of the declaration, agreement, undertaking, covenant, confirmation and assurance made/given by the Purchaser/s herein, the Builder has entered into this Agreement.

17. INDEMNITY

- 17.1. The Flat Purchaser hereby jointly and/or severally (as the case may be) agrees, undertakes and covenants to indemnify, save, defend and keep harmless at all times hereafter, the Builder and its successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Flat Purchaser.
- 17.2. The Flat Purchaser shall indemnify and keep indemnified the Builder and hold the Builder harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Builder directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Builder under this Agreement; (b) any breach and/or default by the Flat Purchaser in the performance of any and/or all of his obligations under this Agreement; (c) any injury to any property(ies) or persons(s); or death of person(s); or damages to any property(ies) howsoever arising related to the use and/or occupation of the said Flat and directly or indirectly as a result of the negligence, act and/or omission of the Flat Purchaser or his agents, servants, tenants, guests, invitees and/or any person or entity under his/its control; and (d) Flat Purchaser's non-compliance with any of the

restrictions regarding the use and/or occupation of the said Flat.

18. NOT A GRANT

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 Larger Land and/or any buildings/towers/wings as may be constructed thereon, or any part thereof. The Purchaser shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Builder as hereinbefore mentioned until the Society Conveyance and the Apex Body Conveyance, as the case may be.

19. PURCHASER ALSO AN INVESTOR

The Purchaser is also an Investor (or person) within the meaning of Article 5 (g-a) (ii) of Schedule I of the Bombay Stamp Act 1958 and the subsequent Purchaser under a subsequent sale shall within a period of one year from the date of this Agreement be entitled for adjustment of duty if any paid on this Agreement. Provided that this clause shall automatically lapse if no such transfer as above is made within the said period of one year. Further provided that in the event of any change in the provisions of law in this respect, this clause shall stand amended mutatis mutandis.

20. 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.

21. METHOD OF CALCULATION OF PROPORTIONATE SHARE:

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

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

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

23. BINDING EFFECT

Forwarding this Agreement to the Purchaser by the Builder does not create a binding obligation on the part of the Builder or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the Schedules and Annexes along with the payments due as stipulated in the Payment Plan at Clause [●] above, within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Builder. If the Purchaser(s) fails to execute and deliver to the Builder this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Builder, then the Builder shall serve a notice to the Purchaser for rectifying the default, which if not rectified

within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

24. PLACE OF EXECUTION AND REGSITRATION

The Flat Purchaser shall present this Agreement for registration with the Sub-Registrar of Assurances at Thane within the time limit prescribed by the Registration Act and intimate to the Builder the Serial No. under which the same is lodged for registration and thereafter the Builder will attend such office and admit execution thereof.

25. NOTICES

All notices to be served on the Flat Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Flat Purchaser by Registered Post A.D./Under Certificate of Posting at his address specified below:

Name: _____

Address:_____

Tel: _____

E-mail: _____

Each party shall inform the other party in writing either by Registered Post/Courier/E-mail or any other mode of any changes in his/its contact details. Notices shall be deemed to have been properly given, if sent through registered letter, courier service, personal delivery or facsimile date of service of a notice delivered personally, by courier service or registered letter shall be the actual date of such delivery.

26. JOINT PURCHASERS

- 26.1. That in case there are Joint Purchasers all communications shall be sent by the Builder to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers.
- 26.2. If there is more than one Flat Purchaser named in this Agreement, all obligations hereunder of such Flat Purchaser shall be joint and several.

27. STAMP DUTY AND REGISTRATION CHARGES

- 27.1. The stamp and registration charges and the entire professional costs of the Advocate/Solicitor incidental to this Agreement shall be borne and paid by the Flat Purchaser. The Builder shall not contribute anything towards such expenses. The shares of such costs, charges and expenses payable by the Flat Purchaser shall be paid by him/her/hem immediately on demand. If any stamp duty over and above the stamp duty already paid on this Agreement is required to be paid or is claimed by the Superintendent of Stamps or Concerned Authority, the same shall be borne and paid by the Flat Purchaser alone including the penalty, if any. The Flat Purchaser shall indemnify the Builder against any claim from the stamp authorities or others concerned authority in respect of the said stamp duty to the extent of the loss or damage that may be suffered by the Builder.
- 27.2. At the time of registration of conveyance of the structure of the said Building in favour of the Society by the Builder, the Purchaser shall pay to the Builder, the Purchaser' share of stamp duty and registration charges payable in respect thereof or any document or instrument of transfer in respect of the structure of the said Building. Similarly at the time of registration of conveyance of the said Property in favour of Society of the said Building, the Purchaser shall pay to the Builder, the Purchaser share of stamp duty and registration charges payable in respect thereof, or any document or instrument of transfer in respect of

the said Property to be executed in favour of Society of the said Building.

- 27.3. The Flat Purchaser shall also fully reimburse the expenses that may be required to be incurred by the Builder in consequence of any legal proceedings that may be instituted by the authorities concerned against the Builder for non-payment and /or under payment of stamp duty by the Flat Purchaser.

28. WAIVER

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

29. SEVERABILITY

If any provision of this Agreement shall be determined to be void and unenforceable under the applicable law, then such provision shall be deemed amended or deleted in so far as reasonably inconsistent with purpose of this Agreement and to the extent necessary to conform to the applicable law and remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement. The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.

30. COMMISSION OR BROKERAGE-

In case if the Flat Purchaser(s) have to pay any commission or brokerage to any person for the services rendered by such person to the Flat Purchaser(s) whether in or outside India for acquiring the said Flat, then the Builder in no way shall be responsible

and no such commission or brokerage shall be deductible from the amount of purchase consideration. Further the Flat Purchaser undertakes to indemnify and hold the Builder free and harmless from and against any or all liabilities and expenses in this connection.

31. ENTIRE AGREEMENT

This Agreement and all annexure as incorporated into this Agreement by reference, constitute the entire agreement between the Parties hereto and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Builder, any agent, employee or representative of the Builder or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Flat Purchaser or made available for the Flat Purchaser's viewing. This Agreement shall form the only binding agreement between the Parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous agreements, writings, letters concerning the said Flat between the Parties hereto.

32. RIGHT TO AMEND

- 32.1. This Agreement may only be amended through written consent of the Parties.
- 32.2. No modification, alteration or amendment of this Agreement or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing and duly executed by or on behalf of both the Parties.

33. CLARIFICATION:-

- 33.1. It is abundantly made clear to all the Flat Purchaser(s) who are Non-Resident / foreign nationals of Indian origin, that 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 Act, 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;

- 33.2. The Flat Purchaser(s) understands and agrees, that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they /it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto. The Builder accepts no responsibility in this regard and the Flat Purchaser(s) agrees to indemnify and keep the Builder indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.
- 33.3. The Purchaser/s hereby declares, agrees and confirms that the monies paid/payable by the Purchaser/s under this Agreement towards the said Flat is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any intervention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time. The Purchaser/s further agrees and confirms that in case the Builder become aware and/or in case the Builder are notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then the Builder shall, at their sole discretion be entitled to cancel/terminate this Agreement for Sale. Upon such termination the Purchaser/s shall not have any right, title or interest in the said Flat neither have any claim/demand against the Builder, which the Purchaser/s hereby unequivocally

agrees and confirms. In the event of such cancellation/ termination, the monies paid by the Purchaser/s shall be refunded by the Builder to the Purchaser/s in accordance with the terms of this Agreement for Sale only after the Purchaser/s furnishing to the Builder a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Purchaser/s.

- 33.4. The Builder intends to erect stack parking in addition to the parking which they intends to provide as per D.C. Rules and shall allot the same to the Purchaser/s in lieu of charging consideration in respect thereof. The Builder shall enter into contract with the servicing company of their choice in respect of the maintenance and servicing of stack parking system, the cost whereof shall be borne and paid by the Purchaser/s on pro-rata basis and shall be included in the maintenance of the said Flat. The Purchaser/s agrees not to question or object to the quantum thereof. The Builder hereby represent that for the purpose of smooth operation, maintenance and various affairs in respect of the facility of stack parking, they propose to retain the said servicing company till they hand over charge to the organization and after handing over charge to the organization, then such organization shall be at liberty to continue with the services of the same servicing company or at its option, can appoint other company of its choice to carry out maintenance and servicing thereof at their entire cost and expenses.
- 33.5. The Builder shall have the right to designate any space in the said Property. The Builder shall have the right to designate any space in the said property to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the buildings that may be developed on the said property. The Builder shall also be entitled to designate any space in the said property to such utility provider either on leave and license or leasehold basis for the purpose of installing power sub-stations with a view to service the

electricity requirement in the said property and the buildings constructed thereon to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the buildings that may be developed on the said property.

34. DISPUTE RESOLUTION

All disputes or differences whatsoever which shall be any time hereafter (whether during the continuance of this Agreement or upon or after its discharge or determination) arises between the Parties hereto or the respective heirs, legal representatives, successors-in-title, transferees and assigns (as the case may be touching or concerning this Agreement or its construction or effect or as to the rights, duties, obligations, responsibilities or liabilities of the parties hereto or any of them under or by virtue of this Agreement or otherwise or as to any other matter in any way connected with or arising out of or in relation to the subject matter of this Agreement, shall be referred to the RERA Authority in the manner stipulated in the RERA and the rules made there under.

35. 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 as applicable in Mumbai City, and the Courts of Competent Jurisdiction in Thane will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

36. EXPLANATIONS:

- 36.1. This Agreement and all annexure as incorporated into this Agreement by reference, constitute the entire agreement between the parties hereto and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Developer/Promoter, any agent, employee or representative of the

Developer/Promoter or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Purchaser(s) or made available for the Purchaser (s) viewing.

- 36.2. This Agreement shall form the only binding agreement between the Parties hereto and shall be subject to only the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous agreements concerning the said Premises between the Parties hereto.
- 36.3. The Purchaser (s) irrevocable consent stated wherever in this Agreement are and shall be deemed to be consents contemplated by Section 7(1)(i) & (ii) of MOFA and the other provisions of MOFA, Section 14 of RERA and in accordance with the provisions of the Maharashtra Regional Town Planning Act, 1966 and the other applicable provisions of law/development control and promotion regulations.
- 36.4. In the event there is any inconsistency between the provisions of this Agreement and the provisions of the RERA Act and the Maharashtra RERA Rules, which affect/change/impact the rights and liabilities of the Parties herein, then the specific provision of the RERA Act and Maharashtra RERA Rules shall override such clause in this Agreement and this Agreement shall be read and construed accordingly.
- 36.5. In this agreement, unless the context otherwise implies, the expression defined hereunder shall have the respective meaning assigned to them.
- (i) The singular wherever used shall include plural and vice-versa;
 - (ii) The masculine gender used herein shall include feminine and/or neutral gender wherever applicable.

THE FIRST SCHEDULE ABOVE REFERRED TO

(THE SAID LARGER PROPERTY)

ALL THAT PIECE AND PARCEL of land bearing Survey No.4, Hissa No.3 adm. area 2770 sq. mtrs. lying, being and situate at Village Vadavali, Taluka & District Thane, in the Registration District and Sub-District Thane and within the limits of the Thane Municipal Corporation together with right to utilize (DR of 943.20 sq.mtrs. of D.P. Road).

THE SECOND SCHEDULE ABOVE REFERRED TO

(THE SAID PROPERTY)

ALL THAT PIECE AND PARCEL of land bearing Survey No.4, Hissa No.3 adm. area 1310 sq. mtrs. lying, being and situate at Village Vadavali, Taluka & District Thane, in the Registration District and Sub-District Thane and within the limits of the Thane Municipal Corporation out of the said Larger Property together with right to utilize (DR of 943.20 sq.mtrs. of 20 Mtr. D.P. Road).

THE THIRD SCHEDULE ABOVE REFERRED TO

(Description of the said Flat)

Flat No. _____ admeasuring _____ square meter equivalent to _____ square feet carpet area on the _____ Floor of building known as “**ALEXA**” and Appurtenant/Exclusive Area viz; (i) Enclosed Balcony adm. area _____ sq. mtrs., (ii) Service Slab adm. area _____ sq. mtrs. and (iii) CB area adm. _____ sq. mtrs. aggregating to area adm. _____ sq. mtrs. equivalent to _____ square feet carpet area together with the proportionate share in the common areas, amenities & facilities of the said Building (to be utilized as per the terms of this Agreement).

THE FOURTH SCHEDULE ABOVE REFERRED TO :

(Specifications)

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Nature, extent and description of common areas and facilities)

(A) List of amenities within the said Flat

1) Floor Finishes

2) Wall Finish

3) Doors

4) Windows

5) Plumbing and Sanitary Works

6) Kitchen

7) Electrical

(B) Common areas, amenities and facilities in the said Building:

(C) Common Areas and Amenities for the Said Project:

(D) Limited Common areas and facilities:

THE SIXTH SCHEDULE ABOVE REFERRED TO :

Part - A

(Purchase Price)

Model Payment Schedule

Sr No.	Milestone	Pmt Due Date	%	Amount (in Rs.)
1	Token Amount		[●]%	
2	Balance Earnest Amt	On Demand		
3	On Execution of Agreement	On Demand	[●]%	
4	On completion of Plinth	On Demand	[●]%	
5	On Completion of 1st Slab	On Demand	[●]%	
6	On Completion of 3rd Slab	On Demand	[●]%	
7	On Completion of 5th	On Demand	[●]%	
8	On Completion of 7 th /Top Slab	On Demand	[●]%	
8	On Completion Masonry work	On Demand	[●]%	
9	On Completion of External plaster	On Demand	[●]%	
10	On Completion of Gypsum plaster	On Demand	[●]%	
11	On Completion of Tiles	On Demand	[●]%	
12	On Completion External Painting	On Demand	[●]%	
13	On possession	On Demand	[●]%	
	TOTAL		100%	

Part - B

Society Charges & Taxes:

1	Share Money & application entrance fee	Before possession
2	for formation of society & legal charges	Before possession
3	Society Maintenance for [●] Months	Before possession
4	Provisional Property Tax payment for 24 months	Before possession

5	Goods & Service Tax (GST)	Before possession
6	Any other Taxes, cesses, penalty & interest	Before possession
	TOTAL: Society Charges	
	Grand Total	

Part - C
Deposit & Charges:

1	Water Meter Deposit	Before possession
2	Electricity Meter Deposit	Before possession
3	Infrastructure & Development Charges	Before possession
4		
	Grand Total	

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

**DETAILS OF THE ORDERS, PERMISSIONS & SANCTIONS OBTAINED
IN RESEPECT OF THE SAID PROPERTY;**

Sr. No.	PART-A- ORDERS UNDER PROVISIONS OF URBAN LAND (CEILING AND REGULATIONS) ACT 1976:-
1	
2	

3	
4	
5	
6	
	PART-B GRANT OF SANCTION, APPROVAL AND PERMISSION BY THE TMC IN RESPECT OF THE SAID PROPERTY:-
	Commencement Certificate vide V.P. No. S06/ 0318/18/ TMC/TDD/3158/19 dated 14/08/2019.
	PART-C PERMISSION FOR NON-AGRICULTURAL USE OF THE SAID PROPERTY:-
	Permission for non-agricultural use of the said Property has been obtained vide order bearing no. _____ dtd. _____ from the Tahsildar, Thane.

IN WITNESS WHEREOF the Parties have executed this Agreement by the hand of their authorized signatories the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED)

by the within named the Builders)

M/S. JVM SPACES)

through its Partner)

MR. _____)

in the presence of,

(1) _____

(2) _____

SIGNED AND DELIVERED)

by the within named Purchaser)

MR./MRS./M/S. _____)

in the presence of,

(1) _____

(2) _____

Annexure “A”

(Layout Plan of the said Property)

Annexure “B”

(Certificate of Structural Engineers)

Annexure “C”

(A copy of the Certificate of Title.)

Annexure “D”

(A copy of the 7/12 Extract of the said Property)

Annexure “E”

(A copy of authenticated copies of the plans and specifications of the flat)

Annexure “F”

(A copy of proforma-A.)

Annexure “G”

(A copy of Architect Certificate for Carpet Area.)

Annexure “H”

(Registration certificate granted by RERA Authority)

Annexure “I”

(Floor Plan of the said Flat.)

Annexure “J”

(Plan of the Parking Space.)