

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“this Agreement”) is made at Mumbai on this ____ day of _____, 20____ By and Between **HIRAL REAL ESTATE DEVELOPERS LLP**, a limited liability partnership firm, incorporated under the provisions of the Limited Liability Partnership Act, 2008 CIN NO. AAR-1303, PAN No. AAMFH6769H through its authorized Partners 1) Mr. Hrishikesh Baburao Mhatre, 2)Arun Mahadev Sakpal, and 3) Narsi Manji Chamaria, having its office situated at: Office No. 4, Acme Shopping Arcade, Sona Talkies, Trikamdas Road, Kandivali (West), Mumbai – 400 067; hereinafter referred to as “the Developer” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the ONE PART

AND

Mr./Ms./M/s. _____

_____, (Aadhaar No. _____),adult,
Indian inhabitant, having his/her/their address
at _____

_____ and assessed to Income Tax under PAN No. _____;
hereinafter referred to as “the Allottee”,
(which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time

and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the coparcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of body corporate/company its successors and permitted assigns) of the OTHER PART

WHEREAS

- A. New Madhuban Co.Operative Housing Society Ltd. Registered under the provisions of the Maharashtra Co.Operative Societies Act, 1960 and Rules made thereunder vide registration No. BOM/WR/HSG/TC/5161 OF 1990-91 dated 18th August, 1990 and having its office at M. G. Cross Road No. 4, Behind Patel Nagar, Kandivali (West), Mumbai – 400 067 and assessed to Income Tax under PAN No. AAAAN1471F (hereinafter referred to as “**the Society**”) is seized and possessed of or otherwise well and sufficiently entitled to land admeasuring about 1567.80 Square Meter equivalent to 1875.12 Sq.Yds. bearing Survey No.1A, Hissa Nos. 1, 2 and 4, C.T.S. No.1068/3 of Village Kandivali, Taluka Borivali, Mumbai suburban District situate, lying and being at M. G. Road No. 4, behind Patel Nagar, Kandivali (West), Mumbai – 400 067 (hereinafter referred to as “**the said Land**”) along with the then existing structure / building standing thereon known as “New Madhuban” which comprised A Wing Ground Plus 6 Upper floors and B Wing Ground plus 3 upper + part 4th floors having total 51 flats in A, & B wing and occupied by its members, subject to Society’s Bye Laws and Regulation (hereinafter referred to as “**the Old Building**”); The said Land and Old Building are more particularly described in the First Schedule hereunder written.
- B. The Society has acquired the ownership and title to the said land and old building by invoking the provisions of Section 11 of the

- M.O.F.A. and 5. Pursuant to the Deemed Conveyance dated 17th July, 2015 application made by the Society, the City Survey Office has included the name of the Society in the property card with respect to the land area of 1567.80 Square Meter equivalent to 1875.12 Sq.Yds. on 16th March 2021 for CTS No. 1068/3.
- C. The said old building had become dilapidated, and hence, in the Special General Body Meeting held on 6th June, 2021, the Society unanimously approved the name of the Developer for carrying out the redevelopment of the said Land and the Old Building. Annexed hereto and marked as **Annexure “A”** hereto (hereinafter referred to as “**the said Resolution**”).
- D. In view of the aforesaid, by and under a Development Agreement dated 12th November, 2021, duly registered with the office of the Sub Registrar of Assurances Borivali – 5 under Serial No. BRL – 15794/ 2021 (hereinafter referred to as the “**the Development Agreement**”), executed between the Society (therein referred to as the Society) of the One Part and the Developer (therein referred to as the Developer) of the Other Part, the Society granted to the Developer and the Developer acquired from the Society the rights to redevelop the said Land, being the plot of land situate at M. G. Road No. 4, behind Patel Nagar, Kandivali (West), Mumbai – 400 067 in the revenue Village of Kandivali, Taluka Borivali, within the limits of Greater Mumbai in the district and registration sub-district of Mumbai Suburban District bearing Survey No.1A, Hissa Nos. 1, 2 and 4, C.T.S. No.1068/3 admeasuring 1567.80 Square Meter equivalent to 1875.12 Sq.Yds. and the Old Building for the consideration and on the terms and conditions mentioned therein. The Society also executed a Power of Attorney dated 12th November, 2021 registered with the office of the Sub

Registrar of Assurances Borivali – 5 under Serial No.BRL-5/15802/2021 in favour of the Developer with respect to the redevelopment of the said Land and the Old Building for the purposes more particularly mentioned therein.

- E. An authenticated copy of the Title Certificate of the Advocate certifying the right / entitlement of the Developer is annexed hereto and marked as **Annexure “B”** hereto (hereinafter referred to as “**the said Title Certificate**”).
- F. An authenticated copy of the Property Card of the said Land is annexed hereto and marked as **Annexure “C”**.
- G. The Developer has proposed to construct one building comprising of one wing with common areas, facilities and amenities (hereinafter referred to as “**the Real Estate Project**”). Accordingly, the Municipal Corporation of Greater Mumbai, (hereinafter referred to as “**the M.C.G.M.**”) has approved the layout plan of the said Real Estate Project and a copy of the Intimation of Disapproval (IOD) bearing No. P-8130/2021/(1068/3)/R/S WARD / KANDIVALI R/S/IOD/1/NEW dated 31st December, 2021 issued in the name of the Developer is annexed hereto and marked as **Annexure “F” Colly**.
- H. The Society handed over quiet, vacant and peaceful possession of the said land and old building to the Developer on 12th March,2022 for demolition of the said old building.
- I. The Developer is entitled to construct the Real Estate Project on the said Land in accordance with the recitals hereinabove. An authenticated copy of the Commencement Certificate No. P-8130/2021/(1068/3)/R/S WARD / KANDIVALI R/S/IOD/1/NEW dated 18th May, 2022 issued by the M.C.G.M. is annexed hereto and marked as **Annexure “G”**.

- J. The Developer has entered into standard Agreement with Mr. Hrishikesh Baburao Mhatre, an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
- K. The Developer has appointed a structural Engineer Mr.R.D.Magdum of M/s. R.D.Magdum for the preparation of the structural design and drawings of the building. The Real Estate Project shall be under the professional supervision of the Architect and the structural Engineer (or any suitable replacements / substitutes thereof) till the completion of the Real Estate Project.
- L. The Allottee is offered a Flat bearing No. _____ on the _____ floor, (hereinafter referred to as “**the said Flat**”) in the said Real Estate Project being constructed by the Developer. The said Flat are more particularly described in the **Second Schedule** hereunder written.
- M. On demand from the Allottee, the Developer has given inspection to the Allottee of all the documents of title relating to the said Land, and the plans, designs and specifications prepared by the Developer’s Architects, Mr. Hrishikesh Baburao Mhatre, and of such other documents as are specified under the RERA and the Rules and Regulation made thereunder and the Allottee has satisfied himself / herself / itself about the title of the said Land and has found the same to be clear, marketable and free from encumbrances.
- N. An authenticated copy of the plan and specifications of the flats agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure “H”** hereto.
- O. The Developer has registered the Real Estate Project with the Real Estate Regulatory Authority (hereinafter referred to as “**Authority**”) under the provision of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “**RERA**”) read with the provision of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of

Interest and Disclosures on Website) Rules 2017 (hereinafter referred to as “**RERA Rules**”). The Authority has duly issued a Certificate of Registration bearing No. _____ dated _____ (hereinafter referred to as “**the RERA Certificate**”) for the Real Estate Project and a copy of the RERA Certificate is annexed hereto and marked as **Annexure “I”**.

P. The principal and material aspects of the development of the Real Estate Project as sanctioned under the RERA Certificate, are briefly stated below :-

(i) The Real Estate Project consists of one building known as “Madhuban Heights” (hereinafter referred to as “**the said building**”)

(ii) The said building shall comprise flats consisting of 80 (Eighty) residential flats in one building as per the details provided in the proposed layout.

(iii) Total FSI of 4630.21 square meters has been sanctioned for consumption in the construction and development of the Real estate Project. The Developer proposes to eventually consume a FSI of 4628.01 square metres aggregating to total FSI of 4630.21 square metres in the construction and development of the Real Estate Project.

(iv) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee are listed in the Third Schedule hereunder written (hereinafter referred to as “**Real Estate Project Amenities**”).

Q. The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate and Planning and Architectural consultants. The Allottee has agreed and consented to the development of the Real Estate Project. The Allottee has also examined all documents and information uploaded by the Developer on the website of the Authority as required by RERA and

the RERA Rules and has understood the documents and information in all respects.

- R. The above details along with the annexes to the RERA Certificate and further aspects of the proposed future and further development of the said Land (“**Proposed Future and Further Development of the said Land**”) are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in> and are annexed with the RERA Certificate at **Annexure “I”** hereto.
- S. The Developer has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approval from various authorities from time to time, so as to obtain Occupation Certificate / Building Completion Certificate of the Real Estate Project, the nature of development of the said Land would constitute a mixture of users as may be permissible under applicable law from time to time.
- T. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the Real Estate Project and upon due observance and performance of which only, the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project shall be granted by the M.C.G.M.
- U. The Developer has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.
- V. The Allottee’s is/are desirous of purchasing the said Flat bearing No.____ on the ____ floor of the Real Estate Project. The carpet area of the said Flat is _____ sq. meters and “carpet area” means the net usable floor area of the said Flat excluding the area covered by the external walls, areas under service shaft, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee or verandah area and exclusive open

terrace area appurtenant to the said Flat for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the said Flat.

W. By virtue of the Development Agreement / Power of Attorney, the Developer has the sole and exclusive right to sell the said Flat in the Real Estate Project to be constructed by the Developer, and, to enter into this Agreement with the Allottee of the said Flat and to receive the sale consideration in respect thereof.

X. The Developer has agreed to sell the Allottee and the Allottee has agreed to purchase and acquire from the Developer, the said Flat and/or with covered stack parking space, at or for the price of Rs. _____
(Rupees

_____ only)
and upon the terms and conditions mentioned in this Agreement (hereinafter referred to as “**Sale Consideration**”). Prior to the execution of these presents, the Allottee has paid to the Developer a sum of Rs. _____
(Rupees _____ only), being part payment of the Sale consideration of the Flat agreed to be sold by the Developer to the Allottee as advance payment (the payment and receipt whereof the Developer does hereby admit and acknowledge). The Allottee has agreed to pay to the Developer balance of the Sale Consideration in the manner hereinafter appearing.

Y. The photocopies of the following documents are annexed hereto as annexure as set out hereinafter :

(i) Resolution passed by the said New Madhuban CHS Ltd. in Special General Body Meeting on dated 6th June, 2021, as Annexure – “A”.

(ii) Title Certificate dated _____ as Annexure – “B”.

(iii) Property Card in respect of the said plot as Annexure “C”.

(iv) Index – II of the Development Agreement dated 12th November, 2021 as Annexure – “D”.

(v) The Layout Plan of the new building as Annexure – “E”.

(vi) I.O.D. bearing No. P-8130/2021/(1068/3)/R/S
WARD/KANDIVALI R/S/IOD/1/NEW dated 31st
December, 2021 as Annexure – “F”

(vii) C.C. bearing No. _____ dated
_____ as Annexure – “G”

(viii) Typical floor plans and specifications approved by the local
authority in respect of the said Flat as Annexure – “H”

(ix) Certificate bearing No. _____ dated
_____ issued by Maharashtra Real Estate
Regulatory Authority as Annexure – “I”.

Z. Under Section 13 of the RERA the Developer is required to execute a written agreement for sale of the said Flat with the Allottee i.e., this Agreement and is also required to register this Agreement under the provision of the Registration Act, 1908.

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

BB. In accordance with and subject to the terms and conditions set out in this Agreement, and as mutually agreed upon by and between the parties, the Developer hereby agrees to sell and the Allottee hereby agrees to purchase and acquire, the Flat as set out herein below.

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

1. THE RECITALS FORM OF THE AGREEMENT :-

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

2. DESCRIPTION OF THE PROJECT :-

- (i) The Developer shall construct the Real Estate Project being one building known as “Madhuban Heights” consisting of 15th upper floors in accordance with the plans, designs and specification as approved by the M.C.G.M. from time to time. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee and are listed in the **Third Schedule** hereunder written.
- (ii) PROVIDED THAT the Developer shall have to obtain prior consent in writing of the Allottee in respect of any variations or modification which may adversely affect the said Flat of the Allottee, 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 Allottee.

3. PURCHASE OF THE FLAT AND SALE CONSIDERATION:

- (i) The Allottee hereby agrees to purchase and acquire from the Developer, and the Developer hereby agrees to sell to the Allottee, the said Flat bearing No. _____ admeasuring _____ square meters carpet area as per RERA on the _____ floor in the said building on Ownership basis (the said Flat are more particularly described in the **Second Schedule** and are shown in the floor plan annexed and marked as **Annexure “H”** hereto) at and for the total consideration of Rs. _____ (Rupees _____ Only).
- (ii) The Allottee hereby agrees to purchase from the Developer, and the Developer hereby agrees to sell to the Allottee, one covered stack parking space system being constructed on the said Land. Further

that the Allottee shall not in the future raise any dispute about the suitability of the said parking space as constructed by the Developer.

(iii) The Allottee has paid before execution of this Agreement, a sum of Rs. _____ (Rupees _____ only) (which does not exceed 10% of the Sale Consideration) as advance payment and hereby agrees to pay to the Developer the balance amount of the Sale Consideration of Rs. _____ (Rupees _____ only) in the following manner :-

Sr. No	Event	Payment in %	Amount in INR
1	On Booking and before execution of Agreement	5%	
2	After the execution of Agreement and simultaneously with registration of this Agreement under the Registration Act, 1908	10%	
3	On completion of Plinth	25%	
4	On completion of 1 st slab to 15 th Slap respectively	2.75%	
5	On completion of 16 th slab	3.75	
6	On completion of Brick Work/ Internal Plaster of the said Premise	5%	
7	On completion of Flooring of the said Premise	5%	
8	Before taking Possession/ OC	5%	
	Total	100%	

- (iv) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of goods & Service Tax and all levies, duties and cesses or any other indirect taxes which may be levied in connection with the construction of and carrying out the Project and/or with respect to the said Flat and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Flat, shall be borne and paid by the Allottee alone and the Developer shall not be liable to bear or pay the same or any part thereof. All these payments will be made by the Allottee as and when called upon by the Developer and/or as required by the concerned Government or authority, as the case may be.
- (v) The Allottee shall be entitled to deduct Tax Deducted at Source (“TDS”) in accordance with the provisions of the Income Tax Act, 1961 from every payment made to the Developer towards the Sale Consideration. The Allottee shall forthwith (however, not later than the prescribed time limit in accordance with law) deposit the said amount deducted as TDS with the Government Treasury in the account of the Developer and shall furnish the requisite TDS Certificate to the Developer. Non-payment of TDS amount and non-furnishing of TDS Certificate by the Allottee in the name of the Developer shall be considered as a breach of this Agreement.
- (vi) The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time.

The Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer shall enclose the said notification/order/rule/regulation/demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

~~(vii) The Developer may, in its sole discretion, allow a rebate for early payment of any of the abovementioned instalments payable by the Allottee by discounting such early payments at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision / withdrawal, once granted to an Allottee by the Developer.~~

(viii) The Developer shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Building is complete and the Occupation Certificate is granted by the M.C.G.M., by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total Sale consideration payable on the basis of the carpet area of the Flat shall be recalculated upon confirmation by the Developer. If there is any reduction in carpet area more than the defined limit of 3%, then, the Developer shall refund the excess money paid by Allottee within 45 (forty five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Developer shall demand additional amount from the Allottee towards Sale Consideration, which shall be payable by the Allottee prior to taking possession of the Flats. It is clarified that the payments to be made by the Developer/Allottee, as the case may be,

under this Clause 3 (iv) shall be made at the same rate per square meter as agreed in the clause 3 (i).

- (ix) The Allottee authorizes the Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her/its name as the Developer may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Developer to adjust his/her/its payments in any manner.
 - (x) The Purchaser is aware and hereby confirms that in the event any cheque issued by the Purchaser to the Developer with respect to any amounts payable by the Purchaser in connection with the Premises is dishonored/is returned unpaid for whatsoever reason, cheque return charges of Rs.____/- (Rupees _____ only) and an amount equivalent to 1% of the cheque amount will be additionally payable by the Purchaser per event as and by way of liquidated damages that have been mutually agreed by the parties as a reasonable pre-estimate of the losses that shall be suffered by the Developer on account thereof, and not penalty. It is clarified that GST, if any, applicable on such charges/amounts shall be borne and paid by the Purchaser.
4. The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the M.C.G.M. or any other authority at the time of sanctioning the plans of the Real Estate Project or thereafter and shall, before handing over possession of the said Flat to the Allottee, obtain from the M.C.G.M., the Occupation Certificate or Completion Certificate in respect of the said Flat, as may be applicable.
5. Time is of essence of this Agreement for the Developer as well as the Allottee. The Developer shall abide by the time schedule for completing the Real Estate Project and handing over the Flat to the Allottee and the

common areas in the Real Estate Project to the Society after receiving the Occupation Certificate in respect thereof. Similarly, the Allottee shall made timely payments of all instalments of the Sale Consideration and other dues payable by him/her and meeting, complying with and fulfilling all its other obligations under this Agreement.

6. FSI, TDR AND DEVELOPMENT POTENTIAL WITH RESPECT TO THE SAID BUILDING ON THE SAID LAND:

The Allottee hereby agrees, accepts and confirms that the Developer proposes to develop the Real Estate Project (including by utilisation of the full development potential) in the manner more particularly detailed at **Recital P (iii)** above and as per the plans, proformas and specifications pertaining thereto and as per the Proposed Layout and potential and the Allottee has agreed to purchase the said Flat based on the unfettered and vested rights of the Developer in this regard. The Developer is entitled to amend, modify and/or substitute the proposed future and further development of the said Land, in full or in part, as may be required by the applicable law from time to time.

7. POSSESSION DATE, DELAYS AND TERMINATION :

(i) The Developer shall give possession of the Flat to the Allottee on or before 17.05.2025 (hereinafter referred to as “Possession Date”). Provided however, that the Developer shall be entitled to extension of time for giving delivery of the Flat on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors :-

(a) war, civil commotion, pandemic or other outbreak (including without limitation any lockdown measures, supply/work disruptions, delays, shortages on account of/attribution to any lockdown (including local/site-specific) and/or other restrictions), force majeure and/or other Act of God;

- (b) any notice, order, rule, notification of the Government and/or other public or competent authority/court, and/or any litigation;
- (c) non-availability of labour, steel, cement, other building material, water or electric supply; and/or
- (d) any other cause beyond the control of the Developer;

If the Developer fails to abide by the time schedule for completing the said Real Estate Project and for handing over the said Flat to the Allottee on the Possession Date (save and except for the reasons as stated in Clause 7(i) above), then the Allottee shall be entitled to either of the following options:-

- (ii) Call upon the Developer by giving a written notice by Courier / E-mail / Speed Post A.D. / Registered Post A.D. at the address provided by the Developer (hereinafter referred to as “**Interest Notice**”), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum (hereinafter referred to as “**the Interest Rate**”) thereon for every month of delay from the Possession Date, on the Sale Consideration paid by the Allottee. The interest shall be paid by the Developer to the Allottee till the date of offering to hand over of the possession of the said Flat by the Developer to the Allottee; **OR**
 - (a) the Allottee shall be entitled to terminate this Agreement by giving a written notice to the Developer by Courier / E-mail / Speed Post A.D. / Registered Post A.D. at the address provided by the Developer (hereinafter referred to as “**Allottee Termination Notice**”). On receipt of the Allottee Termination Notice by the Developer, this Agreement shall stand terminated and cancelled. Within a period of 30 days from the date of receipt of the Allottee Termination Notice by the Developer, the Developer shall refund to the Allottee the amounts already received by the Developer under this

Agreement with interest at the Interest Rate to be computed from the date the Developer received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Developer (as stated in this clause), the Allottee shall have no claim of any nature whatsoever on the Developer and/or the said Flat and/or car park and the Developer shall be entitled to deal with and/or dispose of the said Flat and/or the car park in the manner it deems fit and proper. The Developer shall not be liable to refund to the Allottee the GST, cess, any other direct or indirect taxes and / or interest thereon paid on the Sale Consideration by the Allottee to the Developer.

- (iii) In case the Allottee elects its remedy under sub-clause (ii) (a) above then in such a case the Allottee shall subsequently not be entitled to the remedy under sub clause (ii) (b) above.
- (iv) If the Allottee fails to make any payment on the stipulated date/s and time/s as required under this Agreement, then the Allottee shall pay to the Developer interest at the Interest Rate, on all and any such delayed payment computed from the date such amount was due and payable till the date such amounts are fully and finally paid together with the interest thereon at **the Interest Rate**.
- (v) Without prejudice to the right of the Developer to charge interest at the Interest Rate Mentioned at Clause 7(iv) above, and any other rights and remedies available to the Developer, on the Allottee committing default in payment on a due date of any amount due and payable by the Allottee to the Developer under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and the Allottee committing three defaults of payment of instalments, the Developer shall be entitled, at its own option and discretion, to terminate this Agreement. Provided that, the Developer shall give a notice of 15 (fifteen) days in writing to the Allottee (hereinafter referred to as

“**Default Notice**”), by Courier / E-mail / Speed Post A.D. / Registered Post A.D. at the address provided by the Allottee, of its intention to terminate this agreement with details/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach of breaches mentioned by the Developer within the period of the Default Notice, including making full and final payment of any outstanding dues together with interest thereon computed at the Interest Rate, then at the end of the period specified in the Default Notice, the Developer shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee (hereinafter referred to as “**Developer Termination Notice**”), by Courier / E-mail / Speed Post A.D. / Registered Post A.D. at the address provided by the Allottee. On receipt of the Developer Termination Notice by the Allottee, this Agreement shall stand terminated and cancelled.

- (vi) On the termination and cancellation of this Agreement in the manner as stated in this sub-clause, the Developer shall be entitled to forfeit 10% (ten percentage) of the Sale Consideration as and by way of agreed genuine pre-estimate of liquidated damages (hereinafter referred to as “**Liquidated Damages**”). Within a period of 30 (thirty) days of the Developer Termination Notice, the Developer shall, after deduction of the liquidated damages, refund to the Allottee the amounts already received by the Developer under this Agreement.
- (vii) Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Developer and/or the said Flat and/or car parking and the Developer shall be entitled to deal with and/or dispose of the said Flat and/or car parking in the manner it deems fit and proper.
- (viii) The Developer shall not be liable to refund to the Allottee the GST, cess, any other direct or indirect taxes and / or interest thereon paid

on the Sale Consideration by the Allottee to the Developer. The Developer shall refund the balance Consideration paid by the Purchaser to the Developer, without interest only after deducting and/or adjusting from the balance amounts (i) brokerage fees, (ii) interest on delayed payments, (iii) all other taxes including GST and/or any other amount due and payable by the Purchaser and/or paid by the Developer on Purchaser's behalf/account in respect of the Premises, within a period of 30 (thirty) days of the termination as above subject to sub-clause (vi) above.

- (ix) If the Purchaser seeks a loan from financial institutions or banks or any other lender (hereinafter referred to as "the Purchaser's Lender") for payment of the Consideration and/or any other amounts mentioned herein (or part thereof), against the security of the Premises subject to the consent and approval of the Developer, and strictly subject to the rights of the Developer hereunder (including without limitation, the power of termination). In such event, on (a) the Purchaser committing a breach of this Agreement (including without limitation, default in the payment of any installment of the Consideration and/or other sum payable hereunder) and (b) the Developer exercising its right to terminate this Agreement, (and/or any rights appurtenant to the Premises), the Purchaser shall clear the mortgage debt outstanding at the time of the said termination on its own account without any recourse to the Developer and the rights of the Purchaser's Lender shall ipso facto come to an end, and the Purchaser's Lender shall have no recourse against the Developer and/or the Premises and/or the said Car Parking Space(s), whatsoever under any circumstances, and the Developer shall be entitled to freely deal with the same and every part thereof freed from any and all claims whatsoever of the Purchaser's Lender. The Purchaser shall, at its own cost and expense, obtain the necessary writing/deed (in form acceptable to the Developer) duly executed (and if required, registered in the Office of the Sub-Registrar of Assurances) by the Purchaser's

Lender inter alia confirming that the Purchaser has duly cleared the mortgage debt and that the Purchaser's Lender has no claim whatsoever in the Premises (including the Car-parking Space). On receipt of such writing/deed from the Purchaser's Lender, the Purchaser shall be (subject to what is stated above in clause 7 (vi)) entitled to the refund of the amount so paid by the Purchaser to the Developer towards the Premises in accordance with what is stated in clause 7 (v). Notwithstanding the above, the Purchaser's obligation to make the payment of the instalments and the Other Charges, taxes and any dues under this Agreement in accordance with the provisions of this Agreement is absolute and unconditional.

- (x) Till the time the entire Consideration and the other amounts due and payable by the Purchaser to the Developer is received in full by the Developer, the rights of the Purchaser's Lender shall be subject/subservient to the rights of the Developer.

- 8. The Common areas, facilities and amenities in the said Project that may be usable by the Allottee are listed in the **Third Schedule** hereunder written. The internal fitting and fixtures in the said Flat that shall be provided by the Developer are listed in the **Fourth Schedule** hereunder written. However, in the event amenities of the said specifications are not available in the market, the Developer shall provide amenities of similar brand or their near substitutes.

9. PROCEDURE FOR TAKING POSSESSION :

- (i) Upon obtainment of the Occupancy Certificate from the M.C.G.M. and upon payment by the Allottee of the requisite instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Developer shall offer possession of the said Flat to the Allottee in writing ("**Possession Notice**") by Courier / E-mail / Speed Post A.D. / Registered Post A.D. at the address provided by the Allottee. The Allottee agrees to pay the maintenance charges as determined by the Developer or the Society, as the case may be. The Developer on its behalf shall offer the

possession to the Allottee in writing within 7 days of receiving the Occupancy Certificate of the Real Estate Project, provided the Allottee has made payment of the requisite instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement.

- (ii) The Allottee shall take possession of the said Flat within 15 days of the Possession Notice.
- (iii) Upon receiving the Possession Notice from the Developer as per Clause 9(i) above, the Allottee shall take possession of the said Flat from the Developer by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Developer, and the Developer shall give possession of the said Flat to the Allottee. Irrespective of whether the Allottee takes or fails to take possession of the Flat within the time provided above in this Clause, the Allottee shall continue to be liable to pay maintenance charges and all other charges with respect to the Flat, as applicable and as shall be decided by the Developer/Society.
- (iv) Within 15 (fifteen) days of receipt of the Possession Notice, the Allottee shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Flat, of outgoings in respect of the Real Estate Project and said Land including inter-alia, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM 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 Real Estate Project and/or the said Land to the Society.

10. DEFECT LIABILITY PERIOD :-

If withing a period of 5 (five) years from the date of handling over the said Flat to the Allottee, the Allottee brings to the notice of the

Developer any structural defect in the said Flat or the said Building or any defects on account of workmanship, quality or provision of service, then, wherever possible, such defects shall be rectified by the Developer at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to received from the Developer, compensation for such defect in the manner as provided under the RERA. It is clariid that the Developer shall not be liable for any such defects if the same have been caused by reason of the wilful default and/or negligence of the Allottee and/or any other Allottees in the Real Estate Project or by wear and tear in regular course.

11. For the purpose of defect liability works, the said liability shall be those which are not covered under the maintenance of the said Building as stated in this Agreement. Further, it is agreed by the Allottee that any damage or changes done within the units sold or in the Building by the Allottee and/or any other Allottees or by any third person on behalf of the Allottee, then the Allottee expressly absolves the Developer from the same liability and specifically consent that on such act done, the Allottee shall waive his/her/their rights to enforce the defect liability on and towards the Developer. Furthermore, the Developer shall not be responsible for any defect occurring during the defect liability period as mentioned hereinabove where (i) the manufacturer warranty as shown by the Developer to the Allottee ends before the defect liability period; and (ii) such warranties are covered under the maintenance of the said Building and if the annual maintenance contracts are not done/renewed by the Allottees/s / society. The Real Estate Project as a whole has been conceived, designed and constructed based on the commitment and warranties given by the vendors / manufacturers that all equipment's, fixture and fittings shall be maintained and covered by maintenance/warranty contracts so as to the same be sustainable and in proper working conditions to continue warranty in both the said Flat and the common project amenities, wherever applicable. That the Allottee has been made aware and that the Allottee expressly agrees that the regular wear and tear of the said building includes minor hairline cracks on the

external and internal wall excluding the RCC structure which happen due to variation in temperature of more than 20 degrees Celsius and which do not amount to structural defects, and hence, cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee, the Developer shall appoint an expert / surveyor who shall survey and assess the same and shall then submit a report to state the defect in materials used, in the structure built of the said building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement. The said report shall be final and binding on the Allottee.

12. The Allottee shall use the said Flat or any part thereof or permit the same to be used only for residential purpose. The Allottee shall use the car stack parking space only for purpose of parking vehicle, if the parking space allotted by the Developer.
13. The Purchaser agrees that the mechanized parking equipped with safety measures will be maintained permanently in safe condition to avoid any mishap and the Purchaser shall indemnify the Developer and its officers against any litigation, costs, damages, etc. arising out of failure of mechanized system/ nuisance due to the mechanized system to any person;
14. The Allottee hereby indemnified and keep indemnified the Developer against and all claims, expenses, charges, demands, actions, and liabilities whatsoever arising by reason of the breaches by the Allottee of any of the terms of this Agreement.

15. MEMBERSHIP OF THE SOCIETY :-

- (i) The Allottee shall, along with other allottees of Flats in the Real Estate Project, be joined as members of the Society.
- (ii) For this purpose, the Allottee shall from time to time sign and execute the application for membership and all other papers, forms, writing and documents necessary for becoming a member thereof, including the bye laws of the Society and shall duly fill in, sign and return to the Society within 7 (seven) days of the same being made available to the Allottee. No objection shall be taken by the Allottee if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
- (iii) The Society shall admit all purchasers of flats in the Real Estate Project as members.
- (iv) The Developer shall be entitled, but not obliged to, join as a member of the Society in respect of unsold Flats in the Real Estate Project, if any. The Developer shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees/ charges and/or non-occupancy charges, donation, premium amount, compensation or whatsoever to the Society for the sale / allotment or transfer of the unsold areas in the Real Estate Project or elsewhere, save and except the municipal taxes at actuals (levied on the unsold flats) and a sum of Rs._____ (Rupees _____ only) per month in respect of each unsold flats toward the outgoings.
- (v) The Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

16. The Allottee shall, before delivery of possession of the said Flat in accordance with Clause _____ above, deposit the following amounts with Society ;
- (i) Rs. _____ (Rupees _____ Only) for share money, application entrance fee of the Society.
 - (ii) Rs. _____ (Rupees _____ only) plus GST (if applicable) for proportionate share of taxes and other charges / levies in respect of the Society.
17. The Allottee shall pay to the Developer as sum of Rs. _____ plus GST (if applicable) per square feet for Development Charges before the delivery of possession of the Flat.
18. The Allottee shall pay to the Developer a sum of Rs. _____ (Rupees _____ only) for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Developer in connection with this Agreement, the transaction contemplated hereby, for preparing other deeds, documents and writings before the delivery of possession of the Flat.
19. The Developer has informed the Allottee that there may be common passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the said Land. The Developer has further informed the Allottee that all the expenses and charges of the aforesaid amenities and conveniences may be common for the Allottee along with other purchasers of flats in the Real Estate Project and/or on the said Land, and the Allottee shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the purchasers of flats on the Real Estate Project including the Allottee herein and the proportion to be paid by the Allottee Shall be determined by the Developer and the Allottee agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee

nor any of the purchasers of flats in the Real Estate Project shall object to the Developer laying through or under or over the said Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for the said Building and /or any other buildings/towers adjoining the said Land.

- 20.** The Real Estate Project will be constructed with deficiency /concessions in open spaces/ joint open spaces and that the Allottee will not object to the development of adjoining plots with deficient open spaces. Further, the Allottee shall sign and execute all declarations, affidavits, NOCs, etc., as may be necessary to be submitted with the MCGM and other concerned authorities in the course of redevelopment of the said land and further that this agreement be treated as consent and No Objection from the Allottee for redevelopment of the said land in accordance with provision hereof.

21. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER :-

The Developers hereby represents and warrants to the Allottee's as follows, subject to what is stated in this agreement and all its Schedules and Annexes, subject to what is stated in Title Certificate and subject to the RERA Certificate :-

- (i) The Developer has clear and marketable title with respect to the said land; as declared in the Title Report annexed to this Agreement and has the requisite rights to carry out development upon the said Land and also has actual, physical and legal possession of the said Land for the implementation of the real estate project;
- (ii) The Developer has lawful rights and requisite approval from the competent Authorities to carry out development of real estate project and shall obtained requisite approvals from time to time complete the development of Real Estate Project;
- (iii) There are no encumbrances upon the Real Estate Project.

- (iv) There are no litigation pending before any court of law with respect to the Real Estate Project;
- (v) All approvals, license and permit issue by the competent authorities with respect to the Real Estate Project are valid and subsisting and have been obtained by following due process of law. Further, all approvals, license and permits to be issued by competent authorities with respect to the Real Estate Project, shall be obtained by following due process of law and the Developer has been and shall, at all-time, remained to be compliance with all applicable laws in relation to the Real Estate Project and common areas;
- (vi) The Developer has right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Developer has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said Land and the said Flat, which will, in any manner, adversely affect the rights of Allottee under this Agreement;
- (viii) The Developer confirms that the Developer is not restricted in any manner whatsoever form selling said Flat to be Allottee in the manner contemplated in this Agreement;
- (ix) The Developer has duly paid and shall continue to pay and discharge undisputed government dues, rates charges and taxes other monies, levies, imposition, premium , damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the Competent Authorities till the receipt of the Occupation Certificate or Completion Certificate with respect to the Real Estate Project and to the competent Authorities till the receipt of the Occupation Certificate or Completion Certificate with

respect to the Real Estate Project and thereafter shall be borne by the Society;

- (x) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Land) has been received or served upon the Developer in respect of the Land and/or the Real Estate Project except those disclosed in the Title Report.
22. The Developer may appoint a third party/ agency for the purpose of operating and maintaining the Real Estate Project and the said Land including any common areas facilities and amenities on such terms and conditions as it may deem fit.
23. The Developer shall be entitled to designate any spaces/areas on the said Land or any part thereof (including on the terrace and basement levels of the Real Estate Project) for third party service providers, for facilitating provisions and maintenance of utility services (including power, water, drainage and radio and electronic communication) to be availed including by the purchaser/s of the units/flats to be constructed thereon. Such designation may be undertaken by the Developer on lease, leave and license basis or such other method as the Developer may be deem proper in accordance with applicable law. Further, the infrastructure (including cables, pipes, wires, meters, antennae, base sub-stations, towers) in respect of the utility services may be laid / provided in the manner the Developer may require and may be utilized in common including by purchaser/s of units/flats in the Real Estate Project/ on the said Land as the case may be. The Developer and its workmen/agents/contractors/employees any third-party contracts shall be entitled to access and service infrastructure and utilities over the said Land.
24. For all or any of the purposes mentioned under this Agreement, the Developer shall be entitled to keep and/or store any construction materials, on any portion of the said Land, and/or to have additional

Electricity Supply and/or additional Water Supply, and for the purpose of construction to do all such further acts, deeds, matters, and things as may be necessary. In such an event or otherwise, the Allottee/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/or shall not claim any easement rights and/or any other rights in the nature of easement or prospective or other rights of any nature whatsoever. The Allottee/s directly and/or indirectly, shall not do any act, deed, matter or thing, whereby the Developer may be prevented from putting any such additional and/or new construction and/or shall not raise objection and/or obstruction, hindrance or otherwise.

25. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER/S /ALLOTTEES/S :-

The Allottee, with intention to bring all persons into whosoever hands the Flats and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Developer as follows:-

- (i) To maintain the said Flat at the Allottee' s own cost in good and tenantable repair condition from the date of possession of the said Flat is offered and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Building in which the said Flat is situated and the said Flat itself or any part thereof without the consent of the local authorities and the Developer.
- (ii) Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or as so heavy as to damage the construction or structure of the Real Estate Project in which the said Flat is situated or storing in which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircase, common passage or any other structure of the building in which the said Flat is situated, including entrance of the Real Estate Project in which the said Flat is situated and in case any damage is

caused to the Real Estate Project in which the said Flat is caused to the Real Estate Project in which the said Flat is situated or the said Flat on account of negligence or default of the Allottee in the behalf, the Allottee shall be liable for the consequence of the breach.

- (iii) To carry out at Allottee's own cost all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the Developer to the Allottee and shall not do or suffer to be done anything in or to the Real Estate Project in which the said Flat is situated or the said Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to be concerned local authority and/or other public authority.
- (iv) 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 addition or alteration 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 Real Estate Project in which the said Flat is situated and shall keep the portion, sewers, drains and pipes in the said Flat and the appurtenances thereto in good tenantable repair condition, and in particular, so as to support shelter and protect the others parts of the Real Estate Project in which the said Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Flat without the prior written permission of the Developer and/or the M.C.G.M.;
- (v) Not to do or permit to be done any act or thing which may render or voidable any insurance of the said Land and/or the Real Estate Project in which the said Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;

- (vi) 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 said Land and/or the Real Estate Project in which the said Flat is situated.
- (vii) Pay to the Developer within 7 (Seven) days of demand by the Developer, his/her/their share of maintenance charges, security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the Real Estate Project in which the said Flat is situated.
- (viii) Bear and pay in a timely manner and forthwith, all amounts, dues, taxes, water, electricity and piped gas charges, insurance, and such other levies, if any, imposed by the concerned local authority and/or government.
- (ix) Not to change the user of the said Flat without the prior written permission of the Developer and/or Society;
- (x) The Allottee Shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Flat or dispose of or alienate otherwise howsoever, the said Flat and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee to the Developer under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate, if any. In the event the Allottee is desirous of transferring the said Flat and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee shall be entitled to effectuate such transfer only with the prior written permission of the Developer.
- (xi) The Purchaser/s/Allottee/s and persons to whom the said Flat/Shop is/are permitted to be transferred, shall, from time to time, sign all applications, papers, and documents and do all acts, deeds and

things, as the Developers may require for safe-guarding the interest of the Developers and/or the Purchaser/s/Allottee/s and other Purchaser/s/Allottee/s of the said Flat/Shop in the said New Building being constructed on the said Plots.

- (xii) The Allottee shall observe and perform all the rules and regulations which the Society may adopt and its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Real Estate Project and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Flat in the Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- (xiii) The Allottee shall permit the Developer and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Flat and the Real estate Project or any part thereof to view and examine the state and condition thereof.
- (xiv) All undertaking, declarations, indemnity bond/bonds, deeds and writing/s given/executed and/or may be executed by the Developer in favour of M.C.G.M. and the concerned bodies/ authorities in respect of the said Land and its development shall be binding upon the Allottee/s and Society of the purchaser/s of the flat.
- (xv) Till the entire development of the said Land is completed, the Allottee/s shall not interfere in any manner in any work of development or construction and the Developer alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided in the said Land and the Allottee/s shall have no right or interest in the enjoyment and control of the Developer in this regard.

- (xvi) The Allottee/s shall not take any objection, on the ground of nuisance, annoyance, and/or claiming any rights, of easement, and/or any rights in nature of an easement and/or obstruction of light, air, ventilation, open space and/or open area, and/or on any other grounds, of any nature whatsoever and/or shall not directly or indirectly do anything and/or shall not ask for an injunction, and/or prohibitory order and/or calling the Municipal or any other authorities to issue stop work notice, and/or withdraw and/or suspend or cancel any orders passed and/or approved plans so as to prevent the Developer, or any of their nominees or transferees, from developing and/or to carry out construction on the said Land.
- (xvii) The Purchaser/s/allottee/s confirm/s having knowledge that the Developers is entitled to the said Developers Commercial Premises and said Developers' Exclusive Amenities as defined in Recital "N" and clause 16. The Society shall not claim any transfer Fee including contribution of the Corpus Funds from the Developers and their nominees for admitting them as the member of the Society. The new Flat/Unit Purchaser shall be bound to comply with all procedure for becoming the member. After becoming the member of the Society, the new Flat/unit purchaser shall be at par with the existing members. However, such new Flat/Unit Purchasers, shall not be entitled to demand any share in the consideration and/or other benefits which are agreed to be provided to the Society and/or its existing members by the Developer against the granting of the development rights of the said property. in respect of unsold and/or un-allotted premises that are remaining with the Developers after the allotment of the premises, the Developers shall only be responsible and liable to contribute the proportionate property taxes in respect of such units/premises
- (xviii) Not to shift windows of the said Flat and/or carry out any changes in the said Flat so as to increase the area of the said Flat and/or put any grill which would affect the elevation of the said New Building

and/or carryout any unauthorized construction in the said Flat/Shop. In the event if, any such change is carried out by the Purchaser/s/Allottee/s he/she/they shall remove the same within 24 hours after receipt of notice in that regard from the Developers/said New Madhuban CHS Ltd.. In the event, Purchaser/s/Allottee/s fail/s to remove the same within the period of 24 hours, then the Developers/said New Madhuban CHS Ltd. shall be entitled to enter upon the said Flat/Shop and remove such unauthorized construction and the Purchaser/s/Allottee/s hereby agree/s and undertake/s not to raise any objection for the same and/or demand any damages for the same from the Developers/said New Madhuban CHS Ltd..

- (xix) The Purchaser/s/Allottee/s shall not to shift or alter the position of either the kitchen or the toilets in the Premises which would affect the drainage system of the Premises and/or any part thereof in any manner whatsoever;
- (xx) The Purchaser/s/Allottee/s shall not cover the area of the flowerbed with debris, blocks, tiles or any such material and shall not conceal the pipes passing through the portion of the flower-bed and also shall not cover chajja and duct of the buildings and shall not put any flower pots etc. encroaching the flowerbed, chajja and ducts and shall not do any such filling which would lead to excess load on the slab of the flower-bed portion which is adjoining the living room
- (xxi) The Purchaser/s/Allottee/s shall be entitled to use the lifts in the said New Building PROVIDED HOWEVER all the persons using the lift shall do so at their own risk. The Purchaser/s/Allottee/s shall not carry or cause to be carried heavy or bulky packages to the upper floors by the lifts. The Purchaser/s/Allottee/s shall not cause any damage to the lifts, staircase, common passages, refuge area or any other parts of the said New Building on the said Property.
- (xxii) The Purchaser on or before the Date of Handover or extended Date of Handover, undertakes to deposit with the Developer an interest free refundable amount, by way of deposit as a security (hereinafter

referred to as “the Fit-out Deposit”) against any damages that may be caused to the said Building or common amenities and facilities while entering into the Premises whether with or without his furniture, fixtures, equipment and materials etc. and/or during the implementation of the fit-out/interior works in the Premises. This Fit-out Deposit shall be refunded by the Developer to the Purchaser upon completion of the fit-out/interior works in the Premises by the Purchaser or on completion of 1 (one) year from the date of receipt of Occupation Certificate by the Developer with respect to the said Building, whichever is later, subject to no damage being caused to any part of the Premises, the said Building and common amenities and facilities and subject to no building materials, debris etc. lying on the site. In addition to the foregoing, the Purchaser shall on or before the Date of Hand-over pay to the Developer fit-out charges calculated at the rate of Rs.____/- per square foot of carpet area of the Premises for the utilities/services provided by the Developer for/in connection with carrying out the fit-out/interior works in the Premises. The Developer shall not be responsible for any kind of loss and/or damage and/or theft in respect of the materials of the Purchaser lying in the Premises. The Purchaser also agrees to the following further conditions, in connection with carrying out fit-out/interior works in the Premises;

- (a) The Purchaser shall be permitted/allowed to commence fit-out/interior works in the Premises after making all payments in pursuance of this transaction/as per this Agreement and after complying with the terms and conditions of this Agreement;
- (b) Prior to carrying out the fit-out works in the Premises, the Purchaser shall give to the Developer in writing, the plans and the details of the nature of fit-out/interior works to be carried out for which the Developer shall issue written permission;

- (c) The work of fit-out shall be carried out within reasonable and permissible hours, preferably between 9.00 am to 1.00 pm and 3.00 pm to 7.00 pm so that it does not cause disturbance to the other occupants of the premises in the said Building;
- (d) The Developer shall be entitled to inspect all fit-out/interior works carried out by the Purchaser. In the event the Developer finds that the nature of fit-out/interior works being executed by the Purchaser is harmful to the Premises, or the other flats in the said Building, or to the structure, façade and/or elevation of the said Building, then the Developer shall be entitled to stop such fit-out/interior works forthwith and the Purchaser shall not be entitled to dispute or claim any reimbursement from the Developer for any loss suffered by the Purchaser for such stoppage of fit-out/interior works;
- (e) The Purchaser will ensure that the debris from the fit-out/interior works are to be dumped in an area earmarked for the same and will be cleared by the Purchaser, on a daily basis at no cost to the Developer and no nuisance or annoyance to the other purchasers. All cost and consequences in this regard will be to the account of the Purchaser;
- (f) The Purchaser will further ensure that his contractors and workers during execution of the fit-out/interior works do not dump any material (waste or otherwise) of whatsoever nature either in the toilet, waste water line or soil line or in any other place other than those earmarked for the same, which may block the flow of waste water, thus resulting in perennial choking and leakage in the Premises or the said Building;
- (g) The Purchaser shall ensure that the contractors and workers do not use or spoil the toilets in the Premises or the said Building and shall use only the toilets earmarked by the Developer for this purpose;

- (h) All materials brought into the Premises or in the compound of the said Building for carrying out fit-out/interior works will be at the sole cost, safety, security and consequence of the Purchaser and the Developer will not be held responsible for any loss/theft/damage to the same;
- (i) During the course of carrying out fit-out/interior works, if any workman sustains injuries of whatsoever nature, the same will be insured and taken care of, attended to and treated by the Purchaser at his own cost and that the Developer will not be held responsible for the same. All liabilities and damages arising out of such injury will be borne and paid by the Purchaser alone;
- (j) During the execution of fit-out/interior works, if any of the Purchaser's contractors/workmen/agents/representatives misbehave or if any of them is found to be in a drunken state and/or found spitting tobacco/pan and/or smoking, the said contractor/workmen/agent/representative will be removed forthwith and will not be allowed to re-enter the Premises or the said Building again;
- (k) The Purchaser shall extend full cooperation to the Developer, its agents, contractors to ensure good governance of such works;
- (l) The Purchaser shall ensure that common passages/walkways and any other common areas are not obstructed or damaged during the course of carrying out any fit-out/interior works or thereafter;
- (m) If, any damage, of whatsoever nature (not due to defect in construction as envisaged in clause 7.8 hereinabove), is caused to the exterior of the Premises and/or other units/areas in the said Building or any part thereof by the Purchaser and/or his contractors/workmen/agents/representatives, neither

the Developer nor their contractor(s) will be held responsible for the cost of reinstating or repairing the same and that the Purchaser alone will be responsible for the same and the Purchaser shall indemnify and keep duly indemnified the Developer in this regard. It being clarified that the Purchaser shall always be solely responsible for any damage within the Premises;

- (n) The Purchaser is aware that the Purchaser shall be required to immediately repair the damage caused by him/his workmen during the implementation of the fit-out/interior work at his cost and expenses. In the event the Purchaser fails to rectify the damage, then in that event, the Purchaser confirms that the Developer may carry out the rectification works at the Purchaser's costs and expenses and that the Purchaser shall have no objection if the same is deducted/adjusted from the Fit-out Deposit. In the event of any recovery/adjustment/appropriation from the Fit-out Deposit as stated above by the Developer, the Purchaser shall immediately reimburse the deficit/shortfall in the Fit-out Deposit so as to maintain the amount of the Fit-out Deposit until it is refunded by the Developer, subject to terms hereof. The Purchaser further agrees and confirms that unpaid amounts in respect thereto shall be deemed to be unpaid amounts by the Purchaser to the Developer under this Agreement;
- (o) The Purchaser is aware that the lift/s or elevator/s in the said Building and/or the Land shall not be available either to the Purchaser or to the Purchaser's contractors/workers during the period of implementation of the fit-out/interior works in the Premises;

- (p) The Purchaser is aware that the water requirement of the Purchaser for the purpose of fit-outs shall not be met by the Developer;
 - (q) The Purchaser shall ensure that the Premises are not occupied for overnight stay by any person(s) whatsoever.
- 26.** Notwithstanding anything to the contrary contained herein, the Allottee shall not be entitled to claim possession of the said Flat until the Occupation Certificate is received from the M.C.G.M. and the Allottee has paid all dues payable under this Agreement in respect of the said Flat to the Developer and has paid the necessary maintenance amount/deposit, GST and other taxes payable under this Agreement of the said Flat to the Developer.
- 27.** Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat or the Real Estate Project or the said Land and/or any buildings/towers/wings as may be constructed thereon, or any part thereof. The Allottee shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him/her/them and all open spaces, stack parking space, lobbies, staircase, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Developer as hereinbefore mentioned until the receipt of the Occupation Certificate or Completion Certificate with respect to the Real Estate Project.
- 28.** The Developer shall be entitled to put hoarding/boards of their Brand Name viz. HIRAL REAL ESTATE DEVELOPERS LLP in the form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project. The Developer shall also be entitled to place, select, decide hoarding/board sites and be entitled to a full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo/signs.

29. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Developer executes this Agreement, it shall not mortgage or create a charge on the said Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Flat.

30. MISCELLANEOUS : -

- (i) The Purchaser/s/Allottee/s shall at no time demand partition of his/her/their interest in the said New Building and/or in the said Property. it is hereby agreed and declared by the Purchaser/s/Allottee/s that his/her/their such interest in the said New Building is impartible.
- (ii) Nothing contained in these presents shall be construed to confer upon the Purchaser/s/Allottee/s any right, title or interest of any kind whatsoever in, to or over the said Property, said New Building and the said Flat/Shop or any part thereof. Such conferment shall take place only upon the said New Madhuban CHS Ltd. admits the Purchaser/s/Allottee/s as its member/s.
- (iii) Any delays or indulgences shown by the Developers in enforcing terms of this Agreement or any forbearance given or relaxing the payment schedule or of any instalments thereof by the Developers shall not be construed as a waiver of any rights, on the part of the Developers.
- (iv) The Developers shall not be responsible or liable for any consequence arising out of any change or modification or enactment or re-enactment, fresh interpretation of any law (State and Central), Rules, Regulations, Circulars, Notifications, and Bye-laws.
- (v) Headings used in this Agreement are for the purpose of convenience and reference only and shall not be deemed to reduce the scope of

the clauses of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

- (vi) The execution of this Agreement shall be complete only after the Agreement is duly stamped and executed by the Purchaser/s/Allottee/s and the Developers and registered at the concerned office of Sub-Registrar of Assurances.
- (vii) This Agreement shall, to the extent they are statutory, always be subject to the provisions contained in the said Act and rules made there under being re-enactment of MOFA and/or any other provisions of Law Applicable, thereto.

31. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the Schedules and Annexes along with the payments due as stipulated in the Payment Plan at Clause 3 above, within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned office of the Sub-Register of Assurances as and when intimated by the Developer. If the Allottee fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Register for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever. The Developer shall not be liable to refund to the Allottee the GST, cess, any other direct or indirect taxes and/or interest thereon paid on the Sale Consideration by the Allottee to the Developer.

32. ENTIRE AGREEMENT:-

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

33. RIGHT TO AMEND :-

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

34. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/ SUBSEQUENT ALLOTTEES :-

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

35. SEVERABILITY:-

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

36. METHOD OF CALCULATION OF PROPORTIONATE SHARE :-

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

37. FURTHER ASSURANCES :-

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

38. PLACE OF EXECUTION :-

The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's office, or at some other place, which may be mutually agreed between the Developer and the Allottee, in Mumbai City. After the Agreement is duly executed by the Allottee and the Developer or simultaneously with the execution, said Agreement shall be registered at the office of the Sub-Registrar. Hence, this Agreement shall be deemed to have been executed at Mumbai.

39. The Allottee and/or Developer shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Developer/ or its authorized signatory will attend such office and admit execution thereof.

40. It is abundantly made clear to the Purchaser that if the Purchaser is a NRI/foreign national of Indian origin in respect of all remittances, acquisitions/transfer of the said Flat, it shall be his sole responsibility to comply with the provisions of FEMA, 1999 or statutory enactment or amendments thereof, and the rules and regulations of RBI 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 FEMA or such statutory enactments or amendments thereof and the rules and regulations of RBI or any other applicable law from time to time. The Purchaser understands and agrees that in the event of any failure on his part to comply with the prevailing exchange control guidelines issued by RBI he alone shall be liable for any action under FEMA or any other statutory modifications or re-enactments thereto. The Developers accept no responsibility in this regard and the Purchaser agrees to indemnify and keep the Developers indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

The Purchaser agrees that consideration mentioned herein above for the said flat is exclusive of premium/s, Proportionate cost of TDR, prorate cost of Fungible FSI cost, It is expressly agreed by the Purchaser herein to contribute his prorate towards contribution of the same as per the ready reckoner rates as on the date of possession.

Any provision of this Agreement which is prohibited, unenforced or is declared or found to be inoperative, void or illegal by a court of competent jurisdiction, shall be ineffective only to an extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provision of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such invalidity substantially affects or alters the commercial basis of the Agreement, the parties shall negotiate in good faith to amend and modify the provisions and term of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same economic or commercial effects as the original provisions and terms of this Agreement.

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

Allottee :
Address :
Notified Email ID :

Developer : Hiral Real Estate Developers LLP
Address : Office No.4, Acme Shopping Arcade
Sona Talkies, Trikamdas Road, Kandivali
(West), Mumbai – 400 067
Notified Email ID : _____

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

42. JOINT ALLOTTEES :-

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

43. STAMP DUTY AND REGISTRATION CHARGES :-

The Stamp Duty and the Registration Charges on this Agreement shall be borne and paid by the Purchaser/s/Allottee/s.

44. WAIVER NOT A LIMITATION TO ENFORCE :-

The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payment as per the payment plan, including waiving the payment or interest for delayed payment. Any waiver shall be effective only if it is writing. It is made clear and so agreed by the Allottee that exercise of discretion by the Developer in case of one Allottee shall not be construed to be a precedent and/or binding on the Developer to exercise such discretion in the case of the other Allottees. Failure on the part of the Developer to enforce at any time or for any period of time the provisions

hereof shall not be constructed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

45. DISPUTE RESOLUTION :-

It is mutually agreed between the parties hereto, that if any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representative or between Purchaser/s/Allottee/s of other flat/shop in the said New Building and the Developers in respect of the interpretation of these presents or concerning anything herein contained or arising out of the said Flat/Shop or as the rights liabilities or the duties of the parties hereunder the same shall be subject to jurisdiction of courts in Mumbai.

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

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

46. 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 exclusive jurisdiction with respect to all matters pertaining to this Agreement.

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

FIRST SCHEDULE ABOVE REFERRED TO :

(Schedule of Land and Old Building)

ALL THAT piece or parcel of land or ground along with the building and other structures standing thereon known as “New Madhuban Co-operative Housing Society Limited” comprising of A Wing Ground Plus 6 Upper floors B Wing Ground plus 3 upper + part 4th floors having total 51flats in A, & B wing. bearing Survey No. Survey No. 1A, Hisssa Nos. 1 ,2 and 4 (part) CTS No. 1068/3 admeasuring about 1567.8 Sq. Mtrs., equivalent to 1875.14 Sq. Yds. and thereabout in ‘R/S Ward of the Municipal Corporation of Greater Mumbai situated and lying at:, , M. G. Road No. 4, behind Patel Nagar Kandivali (West), Mumbai – 400 067, Village – Kandivali, Taluka Borivali, Mumbai Suburban District and bounded as follows:-

On or towards East : By C.T.S. No. 1071
On or towards West : By C.T.S. No 1029
On or towards North : 44 feet wide DP Road
& private plot B
On or towards South : By C.T.S. No 1066

**SECOND SCHEDULE ABOVE REFERRED TO :
(Schedule of the said Flat)**

ALL THAT RESIDNETIAL FLAT being Flat No. _____ admeasuring _____ Sq. Meters, i.e. _____ Sq. Feet carpet area approximately (more particularly shown on the tentative plan hereto annexed with red color boundary lines thereon) on the _____ Floor of the proposed new building known as “MADHUBAN HEIGHTS” being constructed on the property more particularly described in the First Schedule hereinabove alongwish with One stack parking space.

**THIRD SCHEDULE ABOVE REFERRED TO :
(Description of Common Area and Facilities)**

- (a) Staircase and Staircase Landing
- (b) Entrance Lobby
- (c) Lift & Lift Lobby on each floor
- (d) Underground and Overhead Water Tank
- (e) Terrace
- (f) Meter Room
- (g) Society Office

**FOURTH SCHEDULE ABOVE REFERRED TO :
(Description of typical Amenities in the Flat)**

**LIST OF AMENITIES FOR FLATS TO BE ALLOTTED TO THE IN
THE NEW BUILDING.**

CIVIL WORK :

R.C.C. (M-23) structure in compliance with I.S. 1893 for Earthquake Design.

All the external walls will be of 6" Siporex block the internal wall will be of Siporex block / Brick wall of 4½". No concrete block

External plaster will be double coat sand faced (one base coat & final coat over the base coat) and the internal plaster will be of Gypsum finish (vermiculite plaster).

Terrace will have water proofing shall be of brick bat coba plus china mosaic tile pieces laid over.

Lifts of a reputed make like Kone, Johnson etc. shall be provided with S.S. interior; one lift flooring will be completed one year after O.C. Two lifts will have a capacity for 10 – 13 ppl & one lift for 6-8 ppl approximately.

Appropriate cut-outs to beams will be provided for fire pipes inside the flats.

DOORS AND WINDOWS:

The main door will be of flush doors with Laminate on both side in a Ghana wood or Indian teak frame (5 X 2 ½) as per availability having rebate on both sides.

The main door will be provided with a night latch aldrop, safety chain & peepholes & tower bolts.

The internal doors shall be of flush type, finished with laminate on both side with Ghana wood or Indian teak frame as per availability.

Toilet doors will be of powder coated aluminium laminated door with a fixed glass at top level.

The hinges to be provided on the doors will be stainless steel.

Anodised Aluminium sliding windows, with plain glass will be provided, with granite sill & frame, extra track for mosquito net will be provided.

Toilet windows will be of granite frames with powder coated Aluminium louvers.

FLOORING AND KITCHEN PLATFORM:

Marbo granite / vitrified tiles with 3" skirting will be provided in the hall (1MX1M or 0.85Mx0.85M), bedrooms(0.6Mx0.6M) and in kitchen(0.6Mx0.6M) will be provided as per availability.

Anti Skid Ceramic flooring with glazed tiles on walls will be provided for the toilet.

A main kitchen platform of 2'3" and a service platform of 1'6" along with a stainless steel sink will be provided. Tiles up to beam bottom will be provided above the kitchen platform.

WATER SERVICES PLUMBING AND SANITATION:

One underground water tank with two mono block pump set and a overhead water tank on the staircase will be provided.

All the plumbing will be done with CPVC (APVS for geyser) concealed pipes.

The toilets will be provided with one wash basin, Jaguar Make C.P. Hot and Cold Water Mixer, instant geyser of a reputed make shall be provided.

One down take mixture with hot and cold water facility in the bath.

Flush valve shall be provided.

External drainage pipes will consist of PVC/Cast iron pipes and cast joints.

One common stop cock will be provided in the bathroom separate for each flat.

WC shall be wall mounted with chair bracket.

ELECTRICAL WORKS:

All the electric wiring will be done with ISI mark Copper Wire and will be concealed.

Each flat will be provided with a separate meter and Circuit Breaker. Three-phase wire in the electrical duct to be provided from ground to all flats which are bigger (2bhk or 3bhk) in size.

The following electrical points shall be provided:

LIVING: Shall have 3 light points, 2 fan points, one chandelier ceiling point, 2 tube light points, one 5A point, 1 TV socket point, 1 telephone point, 1 no. light point outside main door and 1 bell push point, as per room size.

KITCHEN: We shall provide 1 exhaust fan point, 1 tube light point, one 15A point for the refrigerator, one 5A point and one 5A point for washing machine.

PASSAGE: Shall have the main distribution board, 1 light point in the passage and 1 in the wash basin area.

TOILETS: 1 light point, 1 geyser point and 1 exhaust point.

BEDROOMS: Shall have 2 tube light points, 1 fan point, 2 night lamp, 1 AC Point, 1 telephone point, 1 TV socket point, 2 socket points.

Terrace: 1 Antenna point, 1 CCTV

Ground floor: 1 CCTV, 1 Intercom

IN WITNESS WHEREOF, the Developer and the Purchasers hae hereunto set and subscribed their hands and seal the day and year first hereinabove written.

SIGNED AND DELIVERED BY THE)
Withinnamed “**DEVELOPER**”)
M/S. **HIRAL REAL ESTATE**)
DEVELOPERS LLP through its Partner)
)
)
_____)
In the presence of)

SIGNED AND DELIVERED BY THE)
Withinnamed “**ALLOTTEE**”)
_____)
_____)
_____)
_____)
_____)
_____)
_____)
_____)
_____)

In the presence of

RECEIPT

RECEIVED of and from the within named Purchaser / Allottee a sum of Rs.

_____ (Rupees
_____ Only) as mentioned below ;

Date	Cheque No./ Online Transfer	Bank Name	Amount

WE SAY RECEIVED
FOR HIRAL REAL ESTATE DEVELOPERS LLP

Mr.
Partner

Witnesses :

1.
2.