

=: AGREEMENT:=

THIS ARTICLES OF AGREEMENT made and entered into at Mumbai, on this, ____ day of _____ in the Christian Year TWO THOUSAND _____ BETWEEN **M/S CRYSTAL DEVELOPERS**, a Partnership Firm, duly formed and registered under the provisions of the Indian Partnership Act, 1932, through its Authorized Signatory and having Office at “The Crescent Business Park”, 801, 8th Floor, Near Sakinaka Telephone Exchange, Andheri Kurla Road, Andheri (East), Mumbai-400072 hereinafter referred to as **“THE BUILDER/DEVELOPER/PROMOTER”** [which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Partner/s for the time being of the said Firm of **CRYSTAL DEVELOPERS**, and the heirs and legal representatives of the last such surviving Partner/s as the case may be] **OF THE ONE PART;**

AND

Shri./Smt./Kum./M/s. _____, an adult Indian Inhabitant of Mumbai having address/Partnership Firm /Company carrying on business at _____

_____, hereinafter called/referred to as **"THE PURCHASER/S"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in the case of individual or individuals such individuals and/or his/her/their respective heirs, legal representatives, executors, administrators, successors and assigns and in the case of the Partnership Firm, the partner or partners for the time being of thereof, the last of survivor or survivors as the case may be and in the case of the Company, its successors and the permitted assigns) **OF THE OTHER PART;**

W H E R E A S:

[A]. One Mr. MOHAMMED AKBAR ABDUL KADAR BHABHA, hereinafter called as **“the said erstwhile Owner”**, at all the relevant and material time and prior to a Deed of Conveyance dated 23/07/2014 as recited below, was the sole owner and as such was seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT PIECE AND PARCEL** of land or ground, being the Southern Portion of Survey No. 222, part of Hissa No. 1, corresponding to CTS & final plot no. 566B [earlier marked as CTS No. F/1472, and Plot No. 566B of T.P.S. III, Bandra (First Variation) Final], admeasuring 1321.10 square meters situate, lying and being at Village Bandra, Taluka: Andheri, in the Registration District and Sub-District of Mumbai City and Mumbai Sub-Urban District together with the structure/s standing thereon, known as **“BHABHA MANZIL”** at S. V. Road, Khar [West], Mumbai-400 052, more particularly described in the **FIRST SCHEDULE** hereunder written and hereinafter for the sake of convenience referred to as **“the said property”**;

[B]. The said building ‘Bhabha Manzil’ consisted of six units on the ground floor (five commercial units and one residential unit), two residential units on the first floor, all of which were let out to tenants on tenancy basis. The entire second floor was used and occupied by son of Mr. Mohammed Akbar Abdul Kadar Bhabha for use of himself and his family members.

[C]. Vide a **registered Deed of Conveyance dated 23/07/2014**, the said Mr. Mohammed Akbar Abdul Kadar Bhabha in turn **sold, assigned, assured, transferred and conveyed** the

said property (the said CTS No. F/1472 as more particularly described in the Schedule hereunder written) together with the building/structure standing thereupon unto and in favour of the Builder/Developer/Promoter herein, **with a free, clear and marketable title thereto**, being free from encumbrances and all the reasonable doubts, for the valuable consideration and also in the manner and on the terms and conditions as more particularly provided there-under. The said Deed of Conveyance is duly registered with the Office of the Sub-Registrar of Assurances at Bandra, Mumbai under **Serial No. BDR-4/7203/2014 on 20/10/2014**; Pursuant to execution and registration of the said Deed of Conveyance dated 23/07/2014, the Builder/Developer/Promoter was put in possession of the said property and the name of the Builder/Developer/Promoter herein has been recorded in the Property Register Card of Final Plot No.566B corresponding to CTS No. F/1472. Annexed hereto and marked as **Annexure – ‘A’** is a copy of the Extract of the Property Registered Card/Ruled Card in respect of the Final Plot No.566B corresponding CTS No. F/1472; A copy of the City Survey Plan of the said property / plot bearing Final Plot No.566B corresponding CTS No. F/1472 is annexed hereto and marked as **Annexure – ‘B’**.

[D]. In furtherance of the said Deed of Conveyance dated 23/07/2014 and as per the proviso as therein contained, the said Mr. Mohammed Akbar Abdul Kadar Bhabha also signed and executed **Irrevocable General Power of Attorney** also **dated 23/07/2014** in favour of the said Builder/Developer/Promoter herein and/or in favor of its Partner/s of the firm, interalia appointing it/him/them to be its true and lawful Power of Attorney Holder/s/Constituted

Attorney/s in its name and on its behalf with the full right, absolute power and authority to do, execute and to perform all and/or the various acts, deeds, matters and things also as provided there-under. The said Irrevocable General Power of Attorney is also duly registered with the office of the Joint Sub-Registrar of Assurances, Andheri No. 2, on 20/10/2014, under Serial No. BDR-4/7204/2014;

[E]. In pursuance of the aforesaid Deed of Conveyance coupled with the said Irrevocable General Power of Attorney in respect of the said property as more particularly described in the Schedule hereunder written, the said Mr. Mohammed Akbar Abdul Kadar Bhabha has put the said Builder/ Developer/Promoter in possession of the said property and the tenancies therein came to be attorned in favour of the Builder/Developer/Promoter herein by Letter of Attornment dated 23/7/2014. The Builder/Developer/Promoter has thereafter obtained consent from all tenants by executing the Permanent Alternate Accommodation Agreements with the said tenants and for carrying out redevelopment of the said property by demolishing the existing building 'Bhabha Manzil' standing thereon and constructing new building as per approved plans.

[F]. Under the circumstances, the said Builder/Developer/Promoter became entitled to submit the plans and specifications to the Municipal Authorities and/or to the local authorities concerned for its approval and sanction and/or for the amendments thereof and also to apply for and to obtain the requisite permissions from the local authorities/Mumbai Municipal Corporation and/or also to revise the said approved I.O.D. and/or the said plans and specifications and in the manner the said Builder/Developer/Promoter may deem fit and proper in its sole

and absolute discretion and to develop the said property as the sole and absolute owner thereof, subject to the compliance of all the rules and regulations that are and/or as may be stipulated from time to time and in the manner as provided there-under and also to sell to the prospective buyer/s, the Flat/s/Unit/s/Premises therein and under the provisions of the Rules made there-under as well as provisions of The Real Estate (Regulation and Development) Act 2016, hereinafter for the sake of brevity referred to as “the said RERA” and Rules thereunder;

[G]. The Builder/Developer/Promoter, is the sole and absolute owner of the said property, became entitled to use and to utilize and/or to develop the full F.S.I., the land potential F.S.I. as available in respect of the said property as more particularly described in the Schedule hereunder written and also to load the TDR [Transferable Development Rights] from outside as permissible in law including to load the Fungible F.S.I. as well as FSI for road set back and road widening and all such other permissible F.S.I. in and upon the building/s to be constructed on the said property. The Builder/Developer/Promoter has submitted a scheme/proposal for development under Development Control Regulations and also became entitled to use and to utilize all the future benefits by way of TDR/FSI and as per the law in force and/or as may be permissible under the said Development Control Regulations and the Rules made there-under, also as per the provisions of the Bombay Municipal Corporation Act, 1888 and also under the Building Rules and Regulations as permissible by law.

[H]. The Builder/Developer/Promoter herein became entitled to utilize the benefit of the full land potential in the form of the F.S.I. in the said proposed building/s to be known as

“CRESCENT HERITAGE” hereinafter for the sake of convenience referred to as “HERITAGE” on the said property and as per the plans and specifications as approved and/or that may be sanctioned and amended by the Builder/Developer/Promoter from time to time, in addition to use and to utilize the additional potential area of the said property, by way of FSI/TDR/Fungible FSI/Incentive FSI and/or FSI generated under Road Width policy as well as FSI for road set back and proposed road widening etc. which may be made available now or as may be available in future as per DP 2034 or on account of any other change/amendment in rules/regulations of DCR, MCGM, Urban Development department, State of Maharashtra etc. and/or any policies/circulars as may be implemented at any time in future hereafter, before the execution of the Assignment Deed/Deed of Conveyance and that the Purchaser/s is/are fully aware and hence irrevocably consents for the same;

- [I].** The Builder/Developer/Promoter has submitted the plans and specifications for sanction and approval from time to time through its Architect ‘YMS Consultants Limited’ and Designer Architect ‘Reza Kabul’ to the Building Proposal Department of the Municipal Corporation of Greater Mumbai, and has procured the requisite permissions from it for the development of the said property and thereby to construct the said proposed multi-storied building on the said property for the commercial/ semi-commercial/ residential or for the mixed user, as permitted by the Sanctioning Authorities concerned including by the Building Proposal Department of the Municipal Corporation of Greater Mumbai;

[J]. The Purchaser/s have/has consented to the Builder/Developer/Promoter for re-designing any building/s or the recreation area or internal road and passages and such other area/s which the Builder/Developer/Promoter may desire to realign and to re-design. The Builder/Developer/Promoter shall be entitled to use and to utilize any further additional and extra FSI/TDR/Fungible FSI/Incentive FSI and/or FSI generated under Road Width policy, FSI for road set back or proposed road widening etc. which may be made available on account of change/amendment in rules/regulations of DCR, MCGM, Urban Development department, State of Maharashtra etc. and/or any policies/circulars as may be implemented at any time in future, on the said property or in any part thereof or from any other property or properties as the case may be and till the entire building/s “HERITAGE” is completed and the full and complete F.S.I. available on the said property is duly utilized and/or consumed thereon by the Builder/Developer/Promoter;

[K]. The Builder/Developer/Promoter has commenced the construction work of the said proposed Building/s on the said property consisting of Ground + 3 Level Podium + Upper Floors, as per the plans and specifications duly approved and sanctioned by the Municipal Authorities and/or as may be revised, amended, altered, modified and/or changed from time to time and hereinafter for the sake of convenience referred to as “HERITAGE” proposed to be constructed on the said property and the plans for which are approved/sanctioned under I.O.D. bearing No. CHE/WS/1960/H/W/337(NEW) dated 26/12/2016 as well as Commencement Certificate (C.C.) dated 20/3/2017, duly issued

by the Building Proposal Department of the Mumbai Municipal Corporation. The copies of the said I.O.D. dated 26/12/2016 and C.C. dated 20/3/2017 are annexed hereto and marked as “**ANNEXURE - ‘C’ and ‘D’ respectively**;

- [L]. The said “HERITAGE” shall consist of the residential and commercial premises with the Ground + 3 Level Podium + Upper Floors, which is inclusive of the Flat/s/Unit/s/Premises /s Shop/s etc.
- [M]. The Builder/Developer/Promoter herein has appointed the Architect/s, registered with Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects and has also appointed the Structural Engineer/s for the preparation of the structural design and drawings in respect of the said proposed building/s comprising of Ground + 3 Level Podium + Upper Floors, as per the plans and, which is under construction on the said property as described in the Schedule hereunder written by utilizing the full FSI in respect of the said property including the utilization of the TDR and the other benefits available in view of the provisions of the said D.C.R. and the Builder/Developer/Promoter herein has accepted the professional supervision of the said Architect/s and Structural Engineer/s till the Completion of the said “HERITAGE” building proposed to be constructed on the said property;
- [N]. The Builder/Developer/Promoter herein has the sole right to sell the Flat/s/Unit/s/Premises in the said “HERITAGE”, the building/s proposed to be constructed on the said property as described in the Schedule hereunder written and to enter into regular prescribed Model Agreement/s for Sale with the

prospective the Purchaser/s of the said respective Flat/s/Unit/s/Premises and to receive from him/her/them/it the sale proceeds in respect thereof in part, full, final and complete consideration amount and in its sole and absolute discretion, as it may deem fit and proper;

[O]. The Purchaser/s has/have demanded from the Builder/Developer/Promoter herein and the Builder/Developer/Promoter herein has given inspection to the Purchaser/s of all the documents of title relating to said property as described in the Schedule hereunder written and, the sanctioned plan in respect of the said “HERITAGE” and also the plans and specifications prepared by the Builder/Developer/Promoter’s Architect/s and also all the related documents as specified under the provisions of the RERA Act and rules & regulation made thereunder;

[P]. The Purchaser/s confirm/s having seen, perused, verified and understood the provisions, terms and conditions as contained in the aforesaid instruments, deeds, documents and other writings executed by and between the previous owners of the said property as described in the Schedule hereunder written including the said Deed of Conveyance and the said Irrevocable General Power of Attorney in favour of the Builder/Developer/Promoter herein and is/are satisfied with the derivation of the right, title, interest and authority of the Builder/Developer/Promoter to develop the said property thereby to construct the said proposed Building thereon;

[Q]. A copy of the **TITLE CERTIFICATE** issued by **Advocate Shri. SHREYAS K. VYAS** for the Builder/Developer/Promoter herein in respect of the said Property as described in

the Schedule hereunder written and whereupon the said “HERITAGE” is proposed to be constructed and the same has been inspected, verified by the Purchaser/s and is/are satisfied with the same and that the same shall be relied upon by the Builder/Developer/Promoter herein, a copy of the said Title Certificate is hereto annexed and marked as **ANNEXURE - 'E'**

[R]. The Purchaser/s has/have applied to the Builder/Developer/Promoter for the allotment of the Flat/s/Unit/s/Premises bearing No._____, (hereinafter referred to as the “Flat/s/Unit/s/Premises”) on the ____ Floor, in _____ Wing admeasuring _____ square feet carpet area, equivalent to _____ sq. meters (as per RERA), in the building known as “HERITAGE” (hereinafter referred as to the said “Building”) on the said property and the Flat/s/Unit/s/Premises is shown in the Typical Floor Plan/s, by Red Coloured Hatched Lines, copies whereof are hereto annexed and marked as “**ANNEXURE – ‘F’**”. The word ‘Carpet area’ mentioned hereinabove means the net usable floor area of the Flat/s/Unit/s/Premises, excluding the area covered by the external walls, area under services shafts, exclusive balcony appurtenant to the Flat/s/Unit/s/Premises for exclusive use of the purchaser or verandah area and exclusive open terrace area appurtenant to the Flat/s/Unit/s/Premises if any for exclusive use of the purchaser, but includes the area covered by the internal partition walls of the Flat/s/Unit/s/Premises;

[S]. On and/or prior to the execution of these presents, the Purchaser/s has/have paid to the Builder/Developer/Promoter a sum of Rs._____-/-

(Rupees _____)

_____) Only) as per the details set out in the Receipt Clause herein-below, being the earnest money payment or deposit towards the initial payment of the total consideration amount of the Flat/s/Unit/s/Premises hereby agreed to be provided by the Builder/Developer/Promoter to the Purchaser/s, (the payment and receipt whereof the Builder/Developer/Promoter doth hereby admit and acknowledge and thus discharge the Purchaser/s thereof). The Purchaser/s has/have agreed to pay to the Builder/Developer/Promoter herein the balance of the construction costs/price/ amount of the Flat/s/Unit/s/Premises and in the manner as is appearing hereinafter;

[T]. The Parties hereto agree that this Agreement shall otherwise attract the provisions of the said RERA Act and the Rules made there-under and as referred to in detail herein-below;

[U]. The Builder/Developer/Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act 2016 with the Maharashtra Real Estate Regulatory Authority at Mumbai bearing registration no - P51800005701, authenticated copy is annexed herewith as **ANNEXURE - 'G' ;**

[V]. Under Section 13 of the said RERA Act, the Builder/Developer/Promoter is required to execute a written Agreement for Sale of the Flat/s/Unit/s/Premises to the Purchaser/s, being in fact, these presents and also the same is

required to register with the Sub – Registrar of Assurances the under the Indian Registration Act, 1908 by the Parties hereto;

[W]. The word/abbreviation "**The Purchaser/s**" appearing in this Agreement, the same shall be deemed to mean and include the Flat Purchaser/s of his/her/their/its respective Flat/s/Unit/s/Premises etc, respectively and as the case may be and similarly wherever the word/abbreviation "Flat/s/Unit/s/Premises" appears, the same shall be deemed to mean and include the respective Flat/s/Unit/s/Premises etc;

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

- 1.** THAT the parties hereto agree and admit that the aforesaid recitals shall form the integral and operative part of this Agreement and shall be treated as the covenant to these presents.
- 2.** The Builder/Developer/Promoter herein shall construct the said "HERITAGE" Building consisting of Ground + 3 Level Podium + Upper Floors respectively, on the said property as more particularly described in the Schedule hereunder written by utilizing the full land potential F.S.I., as per the plans and specifications already approved and sanctioned and with the concessions, if any, granted for the deficient Open Spaces by the Municipal Corporation of Greater Mumbai/local authority and in compliance of all the necessary stipulations of the Government in that behalf and shall also be entitled to the benefit of and to utilize any further additional and extra FSI/TDR/Fungible

FSI/Incentive FSI and FSI generated under Road Width policy as well as FSI for road set back and proposed road widening etc. which may be made available on account of change/amendment in rules/regulations of DCR, MCGM, Urban Development department, State of Maharashtra etc. and/or any policies/circulars as may be implemented at any time in future as per the plans and specifications that are already approved and sanctioned and/or to be amended and/or to be approved and sanctioned from time to time by the local authorities and/or by the Municipal Corporation of Greater Mumbai and as such shall be entitled to sell the Flat/s/Unit/s/Premises in the said "HERITAGE" to the prospective Purchaser/s and on such terms and conditions and in the manner as the Builder/Developer/Promoter may deem fit and proper in its sole and absolute discretion.

3. Subject to the conditions of this Agreement and also subject to the rights of the Builder/Developer/Promoter under these presents and particularly the right to construct the additional floors and coupled with the right to use and to utilize the Transfer of Development Right available for loading on the said property as well as such Transfer of Development Right to be brought in from any other property and to load the same upon the said property, the Purchaser/s do hereby agree/s to purchase from the Builder/Developer/Promoter herein and the Builder/Developer/Promoter herein agrees to sell to the Purchaser/s, a Flat/s/Unit/s/Premises No. _____ admeasuring about _____ square feet carpet area equivalent to _____ Sq. Mts. (as per RERA), on the _____ floor in _____ Wing in the said building "HERITAGE" as mentioned in the second schedule hereunder and shown by Red Coloured Hatched Lines on the Typical Floor Plan thereof and the

Flat/s/Unit/s/Premises shown in the said Typical Floor Plan at Annexure-F hereto (hereinafter referred as “the Flat/s/Unit/s/Premises”) for the price of Rs._____-/- (Rupees_____

_____ Only) which includes the proportionate charge of the common areas and facilities appurtenant to the said “the Flat/s/Unit/s/Premises”. The Purchaser/s has/have paid to the Builder/Developer/Promoter on or before the execution hereof a sum of Rs._____-/- (Rupees_____

_____ Only) as detailed in receipt attached hereto and the Purchaser/s doth hereby further agree/s to pay to the Builder/Developer/Promoter the balance amount of Rs._____-/- (Rupees_____

_____ Only) in the following manner:

a) Rs._____-/- (Rupees_____ Only) on execution of the agreement;

b) Rs._____-/- (Rupees_____ Only) within 1 (one) month of execution of the agreement;

c) Rs._____-/- (Rupees_____ Only) on completion of the Plinth work;

- d) Rs. _____/- (Rupees _____

_____ Only) on completion of the 1st Slab;
- e) Rs. _____/- (Rupees _____

_____ Only) on completion of the 2nd Slab;
- f) Rs. _____/- (Rupees _____

_____ Only) on completion of the 3rd Slab;
- g) Rs. _____/- (Rupees _____

_____ Only) on completion of the 4th Slab;
- h) Rs. _____/- (Rupees _____

_____ Only) on completion of the 5th Slab;
- i) Rs. _____/- (Rupees _____

_____ Only) on completion of the 6th Slab;
- j) Rs. _____/- (Rupees _____

_____ Only) on completion of the 7th Slab;
- k) Rs. _____/- (Rupees _____

_____ Only) on completion of the 8th Slab;

- l) Rs. _____/- (Rupees _____

_____ Only) on completion of the 9th Slab;
- m) Rs. _____/- (Rupees _____

_____ Only) on initiation of the 10th Slab;
- n) Rs. _____/- (Rupees _____

_____ Only) on initiation of the 11th Slab;
- o) Rs. _____/- (Rupees _____

_____ Only) on initiation of the 12th Slab;
- p) Rs. _____/- (Rupees _____

_____ Only) on initiation of the 13th Slab;
- q) Rs. _____/- (Rupees _____

_____ Only) on initiation of the 14th Slab;
- r) Rs. _____/- (Rupees _____

_____ Only) on initiation of the 15th Slab;
- s) Rs. _____/- (Rupees _____

_____ Only) on initiation of the 16th Slab;

t) Rs. _____/- (Rupees _____)

_____ Only) on completion of walls, internal plaster, flooring, door frames and window frames of the Shop/s/Unit/s/Premises;

u) Rs. _____/- (Rupees _____)

_____ Only) on completion of sanitary fitting, staircase, passage and lobby upto the floor level of the Shop/s/Unit/s/Premises;

v) Rs. _____/- (Rupees _____)

_____ Only) on completion of external plumbing, external plaster, elevation, terrace with water proofing;

w) Rs. _____/- (Rupees _____)

_____ Only) on completion of lift, water pumps, electrical fittings, entrance lobby;

x) Rs. _____/- (Rupees _____)

_____ Only) at time of possession;

In the case of advance payment received, discount has been deducted from consideration, as mutually agreed and consideration mentioned in the agreement is net consideration

4. The Builder/Developer/Promoter hereby agrees to allot to the Purchaser/s and the Purchaser/s agrees to take allotment from the Builder/Developer/Promoter, _____ no. of parking space/s, for which separate allotment letter shall be issued to the Purchaser/s at the time of handing over possession of the Flat/s/Unit/s/Premises.
5. The total price/Consideration mentioned hereinabove excludes other charges and taxes (consisting of tax paid or payable by way of Goods & Services Tax, Value Added Tax, Service Tax and all levies, duties and cesses and/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 Flat/s/Unit/s/Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including Goods and Services Tax, Service Tax, Value Added Tax and all other applicable indirect and direct taxes, duties and impositions 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 in relation to the Flat/s/Unit/s/Premises, shall be borne and paid by the Purchaser alone and the Builder/Developer/Promoter shall not be liable to bear or pay the same or any part thereof.
6. The total Price/consideration mentioned hereinabove is escalation-free, save and except escalations/increases, due to increase on account of development charges and infrastructure 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 Builder/Developer/Promoter undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Builder/Developer/Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect alongwith the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.

7. It is hereby expressly agreed that the **TIME FOR THE PAYMENT** of each of the aforesaid installments of the consideration amount shall be the **ESSENCE OF THE CONTRACT** and all the above respective payments shall be made within seven days of the Builder/Developer/Promoter calling upon the Purchaser/s to make payments of the same.
8. The Builder/Developer/Promoter herein shall confirm the final carpet area of the Flat/s/Unit/s/Premises that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Builder/Developer/Promoter. If there is any reduction in the carpet area within the defined limit of 3 % then the Builder/Developer/Promoter shall refund the excess money paid by the Purchaser within forty-five (45) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to the Purchaser, the Builder/Developer/Promoter shall demand additional amount from the Purchaser as per the next milestone of the Payment

Plan. All these monetary adjustment shall be made at the same rate per square meter as agreed in Clause 3 of this Agreement.

- 9.** It is hereby expressly agreed that time is the essence for the Builder/Developer/Promoter as well as the Purchaser. The Builder/Developer/Promoter shall abide by the time schedule for completing the project and handing over the (Flat/s/Unit/s/Premises) to the Purchaser and the common areas to the association of the Purchaser after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser shall make timely payment of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Builder/Developer/Promoter as provided in clause 3 herein above.
- 10.** Without Prejudice to the Builder/Developer/Promoter's right under this Agreement and/or in law, the Purchaser/s agree/s to pay to the Builder/Developer/Promoter interest at such rate as prescribed under the provisions and Rules framed under RERA on all such late payments which may become due and payable by the Purchaser/s to the Builder/Developer/Promoter hereunder in terms of this Agreement from the date the said amount become payable by the Purchaser/s to the Builder/Developer/Promoter herein.
- 11.** Without prejudice to the right of Builder/Developer/Promoter to charge interest in terms of clause 10 herein above, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Builder/Developer/Promoter under this Agreement (including

his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing three defaults of payment of instalments, the Builder/Developer/Promoter shall at his own option, may terminate this Agreement: Provided that, the Builder/Developer/Promoter shall give notice of fifteen days in writing to the Purchaser/s, by Registered Post AD at the address provided by the Purchaser/s and mail at the e-mail address provided by the Purchaser/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fails to rectify the breach or breaches mentioned by the Builder/Developer/Promoter within the period of notice then at the end of such notice period, the Builder/Developer/Promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Builder/Developer/Promoter shall refund to the Purchaser/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Builder/Developer/Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Flat/s/Unit/s/Premises which may till then have been paid by the Purchaser/s to the Builder/Developer/Promoter.

- 12.** The Purchaser/s authorizes the Builder/Developer/Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Builder/Developer/Promoter may in its sole discretion deem fit and the Purchaser/s undertakes not to object the Builder/Developer/Promoter to adjust his payments in any manner.

- 13.** The Builder/Developer/Promoter hereby declares that the area of the plot on which the building is proposed to be constructed is as mentioned in the First Schedule herein-below and the Builder/Developer/Promoter has planned to utilize maximum possible Floor Space Index available or as may become available in future on the said plot area by availing of TDR or FSI / Fungible FSI / FSI generated under Road Width Policy etc. available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project.
- 14.** If the Builder/Developer/Promoter fails to abide by the time schedule for completing the project and handing over the Flat/s/Unit/s/Premises to the Purchaser, the Builder/Developer/ Promoter agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rules framed under RERA. The Purchaser agrees and undertakes to pay to the Builder/Developer/Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser to the Builder/Developer/Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Builder/Developer/Promoter.
- 15.** The amenities to be provided by the Builder/Developer/Promoter in the Flat/s/Unit/s/Premises describes those as in the LIST OF THE AMENITIES, and the said list is hereto annexed and marked as “ANNEXURE-G”.

- 16.** After a period of 15 days notice being given in writing by the Builder/Developer/Promoter to the Purchaser/s that the Flat/s/Unit/s/Premises is/are ready for use and occupation irrespective of whether the possession of the Flat/s/Unit/s/Premises etc. is/are taken or not, the Purchaser/s shall be liable to bear and pay his/her/their/its proportionate share (i.e. in proportion to the floor area of the Flat/s/Unit/s/Premises) and/or outgoings in respect of the said property and also in respect of the said “HERITAGE” namely local taxes, betterment charges, Development charges, Infrastructure charges, N.A. Taxes, Municipal Assessment or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property and the said “HERITAGE”. The Purchaser/s shall pay to the Builder/Developer/Promoter such proportionate share of outgoings as may be determined. The Builder/Developer/Promoter agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Builder/Developer/Promoter. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Builder/Developer/ Promoter or association of Purchaser/s, as the case may be. The Builder/Developer/Promoter on its behalf shall offer the possession to the Allottee in writing within 15 days of receiving the occupancy certificate of the Project.
- 17.** The Purchaser/s further agree/s and undertake/s that till the Purchaser/s share is so determined; the Purchaser/s shall pay to the Builder/Developer/Promoter provisional monthly

contribution of Rs. _____/- (Rupees _____)

_____ Only) per month towards the outgoings. The amount so paid by the Purchaser/s to the Builder/Developer/Promoter shall not carry any interest thereon and shall remain with the Builder/Developer/Promoter till the necessary transfer deed is executed in favour of the Society or the Limited Company, subject to the provisions of the said RERA Act, on such transfer deed been executed, the aforesaid deposit (less deductions provided for under this Agreement) shall be paid over by the Builder/Developer/Promoter to the Society or the Limited Company and as the case may be.

- 18.** The Purchaser/s undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings regularly on or before the fifth day of each and every succeeding month in advance and shall not with-hold the same for whatsoever reason. However, a sum of Rs. _____/- (Rupees _____)

_____ Only) equivalent to eighteen [18] months maintenance charges and provisional outgoings be deposited by the Purchaser/s with the Builder/Developer/Promoter before taking possession of the Flat/s/Unit/s/Premises.

- 19.** The Purchaser/s shall on or before the handover of possession of the Flat/s/Unit/s/Premises keep deposited with the Builder/Developer/Promoter the following amounts:

a) Rs. _____/- (Rupees _____)

_____ Only) towards share money, application and entrance fee of the Society or the limited company;

b) Rs. _____/-(Rupees _____

_____ Only) towards the formation and registration of the Society or the limited company;

c) Rs. _____/-(Rupees _____

_____ Only) towards the deposit for provisional monthly contribution towards the outgoings of the Society;

d) Rs. _____/-(Rupees _____

_____ Only) towards electric and water connection deposit and expenses and the same is non-refundable;

e) Rs. _____/-(Rupees _____

_____ Only) towards Corpus Fund which is to be handed over to the Society as and when formed and registered;

f) Rs. _____/-(Rupees _____

_____ Only) towards Mahanagar Gas Connection (subject to availability);

g) Rs. _____/-(Rupees _____

_____ Only) towards meeting all the legal costs, charges and expenses including the professional fees for drafting Conveyance, Assignment, etc. ultimately in favour of the Society/Apartment Owners' Association/Condominium, etc.

The above amounts are not refundable and no accounts or statement will be required to be given by the Builder/Developer/Promoter to the Purchaser in respect of the above amounts deposited by the Purchaser with the Builder/Developer/Promoter except those as specified in clause 19(c) hereinabove. The amounts as mentioned in clause 19 (c) shall be deposited by the Builder/Developer/Promoter in a separate bank account. The above amounts are exclusive of applicable taxes levied from time to time and shall be borne and paid by the Purchaser/s as and when required.

20. The Purchaser/s also agrees to pay to the Builder/Developer/Promoter the following amounts towards ;

a. Rs. _____/-(Rupees _____
_____ Only) towards Development Charges;

b. Rs. _____/-(Rupees _____
_____ Only) towards Betterment Charges;

c. Rs. _____/-(Rupees _____
_____ Only) towards Infrastructure Charges;

The above amounts are not refundable and no accounts or statement will be required to be given by the Builder/Developer/Promoter to the Purchaser in respect of the above amounts paid by the Purchaser with the Builder/Developer/Promoter.

- 21.** Without prejudice to the rights of the Builder/Developer/Promoter under the RERA, the Builder/Developer/Promoter will be entitled to take action against the Purchaser/s, if the Purchaser/s does not pay his/her/their/its proportionate share of outgoing and maintenance charges as set out in these presents and he/she/they/it remain/s in arrears for three months, the Builder/Developer/Promoter will terminate his/her/their/its Agreement and enter upon the Flat/s/Unit/s/Premises and forfeit all the amounts paid by the Purchaser/s to the Builder/Developer/Promoter under this Agreement and resume possession of the Flat/s/Unit/s/Premises.
- 22.** The Builder/Developer/Promoter hereby agrees and undertakes to observe, perform and to comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over the possession of the Flat/s/Unit/s/Premises to the Purchaser/s, shall obtain from the concerned local authority, Occupation Certificate and/or the Building Completion Certificate in respect of the Flat/s/Unit/s/Premises and/or the said "HERITAGE".
- 23.** The Builder/Developer/Promoter on completion of the project shall obtain Occupation Certificate / Building Completion

Certificate from the concerned authority and also shall form society or association etc., After the formation of Society/Association, the Builder/Developer/Promoter shall hand over/transfer to the society all the right, title and the interest of the Builder/Developer/Promoter and/or the owners in the said property/portion of land in which the structure of the Building or wing in which the said building is situated.

- 24.** The Advocate/s/Solicitor/s of the Builder/Developer/Promoter shall prepare the Conveyance or lease and all other documents to be executed in pursuance of these presents as also the Bye Laws and the Memorandum and Articles of Associates in connection with the Co-operative Society or the Limited Company or the Condominium of Flat/s/Unit/s/Premises owner/s as the case may be and all cost charges and expenses including stamp duty, registration charges and expenses in connection with the preparation and execution of the Co-operative Society or Limited Company or the Condominium of Flat/s/Unit/s/Premises owner/s as the case may be shall be borne and paid by the Purchaser/s of the Flat/s/Unit/s/Premises in the said property in proportion to the respective area of the respective Flat/s/Unit/s/Premises.
- 25.** The Purchaser/s further agrees that at the time of Registration of Deed of Conveyance, the Purchaser/s shall pay to the Builder/Developer/Promoter his/her/its/their proportionate share of stamp duty and the registration charges payable, if any, by the said Co-Operative Premises Society Ltd./Corporate Body or the Limited company etc; and as the case may be on the said Deed of Conveyance or any such document/s or instrument of transfer in respect of the said property and/or any part thereof, including the said “HERITAGE” and to be executed in favour of

Co-Operative Premises Society Ltd./ the Limited Company/Corporate Body on its formation. The Builder/Developer/Promoter will not be bound and liable to pay any stamp duty or the registration charges under this Agreement or otherwise.

- 26.** The Purchaser/s further agrees that he/she/they/it shall have no claim save and except in respect of the particular Flat/s/Unit/s/Premises, Common areas and Limited Common Areas and facilities appertained thereto and hereby agreed to acquired, i.e. all other areas including terraces, etc will always and permanently remain the property of the Builder/Developer/Promoter and shall continue to even after the said property is transferred to the Co-operative Society, Limited Company or Condominium of Owners as herein provided subject to the rights of the Builder/Developer/Promoter as contained in this Agreement.
- 27.** The Purchaser/s further agrees that he/she/they/it shall at no time demand of his/her/their/its interest in the said building/s and/or in the said property, it is being agreed and declared by the Purchaser/s that his/her/their/its, such interest in the Flat/s/Unit/s/Premises is impartiable.
- 28.** The Purchaser/s further agree/s that any delay or indulgence by the Builder/Developer/Promoter in enforcing the terms of this Agreement of any forbearance or giving of time to the Purchaser/s shall not be construed as a waiver on the part of the Builder/Developer/Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall be same in any manner prejudice the rights of the Builder/Developer/Promoter.

- 29.** The Purchaser/s further agrees that the Builder/Developer/Promoter shall in respect of any amount remaining unpaid by the Purchaser/s under the terms and conditions of this Agreement shall have first lien and charge on the Flat/s/Unit/s/Premises agreed to be purchased by the Purchaser/s.
- 30.** The Builder/Developer/Promoter shall be entitled to obtain further approvals and sanctions from the local authorities concerned and also to make such additions for raising storey/s or to put up such additional structure/s as may be approved by M.C.G.M. and the other Competent Authorities and such additional structure and storey/s shall be the sole and exclusive property of the Builder/Developer/Promoter alone and the Purchaser/s shall not raise any such objection/s or claim/s or any demand claiming concession and/or reduction in the price of the Flat/s/Unit/s/Premises agreed to be acquired by him/her/them/it and/or shall not claim any compensation or damages from the Builder/Developer/Promoter on the ground of inconvenience or otherwise in whatsoever manner.
- 31.** It is hereby agreed that the Builder/Developer/Promoter shall be entitled to sell the other unsold Flat/s/Unit/s/Premises and allot Parkings in the said “HERITAGE” to any third party and for such user as is permissible under the law in that behalf and as it may deem fit and proper in that behalf.
- 32.** The Builder/Developer/Promoter herein shall not be liable to share the maintenance charges, electricity charges and water charges in respect of the said unsold Flat/s/Unit/s/Premises/Parkings etc. if any. The Builder/Developer/Promoter herein will bear the local body

assessment if any payable and nothing else till all such unsold Flat/s/Office/s/Shop/s/ premises and parkings etc., in the said “HERITAGE” are sold.

- 33.** The Builder/Developer/Promoter herein shall be entitled to enter into Agreement/s with the other prospective Purchaser/s in respect of the other unsold Flat/s/Unit/s/Premises on such terms and conditions as the Builder/Developer/Promoter may deem fit and proper but without affecting or prejudicing the right of the Purchaser/s and in respect of the Flat/s/Unit/s/Premises under this Agreement.
- 34.** The Builder/Developer/Promoter herein shall be entitled to and have exclusive right and access to the terrace of the building ‘HERITAGE’ and the parties herein agree and confirm the same and will not raise any claim or objection thereto in future.
- 35.** The Purchaser/s and the person/s to whom the Flat/s/Unit/s/Premises is let, sub-let, transferred, assigned or given possession of (after prior written permission of the Builder/Developer/Promoter) shall from time to time, sign all applications, papers and documents and do all acts, deeds, things and matters as the Builder/Developer/Promoter herein may require for safe-guarding his interest and/or that of the other Flat/s/Unit/s/Premises holder/s etc. in the said “HERITAGE”.
- 36.** In the event of the Purchaser/s attempting to and/or disposing of the Flat/s/Unit/s/Premises or any part or portion thereof to any person or party, before making the full and final payment of consideration as agreed and mentioned hereinabove (without the written consent of the Builder/Developer/Promoter), this Agreement shall without further notice automatically and

forthwith stand cancelled and revoked and then in such an event, the amounts paid till then under this Agreement by the Purchaser/s shall be refunded to the Purchaser/s without any interest thereon, after deducting therefrom the mutually agreed liquidated damages as well as the costs, charges and expenses as may be incurred by the Builder/Developer/Promoter with respect to this present Agreement.

- 37.** The Purchaser/s or his/her/their/its permitted transferee and/or transferees shall not change the user of the Flat/s/Unit/s/Premises from the aforesaid purposes at any time in future. The Purchaser/s agree/s to bear and to pay the increase in the local taxes, water charges, insurance and such other levies if any, which are imposed and/or may be imposed by the concerned local authority and/or Government and/or other public authority on account of change of user of the Flat/s/Unit/s/Premises by the Purchaser/s.
- 38.** Subject to what is stated herein, the possession of the Flat/s/Unit/s/Premises shall be delivered to the Purchaser/s after the Flat/s/Unit/s/Premises is ready for use and occupation and the Purchaser/s have complied with and having observed and performed all the terms and conditions of this Agreement and the Purchaser/s has/have paid all the payments due and payable by him/her/it/them to the Builder/Developer/Promoter from time to time without committing any default in payment thereof.
- 39.** The Builder/Developer/Promoter shall give possession of the Flat/s/Unit/s/Premises to the Purchaser on or before _____ day of _____ and/or such other extended date as approved by RERA provided the

Builder/Developer/Promoter have received the full purchase price of the Flat/s/Unit/s/Premises. If the Builder/Developer/Promoter fails or neglects to give possession of the Flat/s/Unit/s/Premises to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Builder/Developer/Promoter shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the Flat/s/Unit/s/Premises with interest at the same rate as may mentioned in the clause herein above from the date the Builder/Developer/Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Builder/Developer/Promoter shall be entitled to reasonable extension of time for giving delivery of Flat/s/Unit/s/Premises on the aforesaid date, if the completion of building in which the Flat/s/Unit/s/Premises is to be situated is delayed on account of - (i) war, civil commotion or act of God; (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court. (iii) Force Majure & (iv) Any other events/ circumstances that may be deemed reasonable by the Authority;

- 40.** The Purchaser/s shall check up all the fixtures and fittings in the Flat/s/Unit/s/Premises before taking possession of the same. Thereafter the Purchaser/s shall have no claim against the Builder/Developer/Promoter in respect of work in the Flat/s/Unit/s/Premises etc. which may be alleged not to have been carried and/or completed and/or been not in accordance with the plans and specifications and/or this Agreement and/or otherwise in relations thereto.

PROVIDED that if within a period of five years from the date of handing over the Flat/s/Unit/s/Premises to the Purchaser/s, the Purchaser/s bring to the notice of the

Builder/Developer/Promoter any defect in the said building/s in which the Flat/s/Unit/s/Premises is situated or in regard to the material/s used therein or any un-authorized change/s in the Flat/s/Unit/s/Premises or in the construction thereof, then, wherever possible such defects or un-authorized changes shall be rectified as may be possible by the Builder/Developer/Promoter at its own costs and in the case it is not possible to rectify such defects or unauthorized changes, then the Purchaser/s shall be entitled to receive from the Builder/Developer/Promoter such reasonable compensation for such defects or changes. The above condition shall be applicable only if the Purchaser/s has not carried out any additions or alterations of whatsoever nature in the Flat/s/Unit/s/Premises and/or in the structure of the building including but not limited to changes/additions/alterations in the beam, columns, RCC structure or in the fittings therein or in the fittings of the water pipes, water supply connections, erection or alterations in bathroom, toilet or kitchen which may result in seepage of water. If any of such works are in any manner carried out without prior written consent of the Builder/Developer/Promoter, then the defect liability shall automatically become void. Defect herein shall mean the manufacturing or workmanship defect/s caused on account of wilfull neglect on the part of Builder/Developer/Promoter and shall not mean or include defect/s/damage caused by normal wear and tear and/or by negligent use of the Flat/s/Unit/s/Premises by the occupants. It shall be the responsibility of the Purchaser/s to maintain the Flat/s/Unit/s/Premises in a proper and diligent manner and take all due care needed including but not limited to the joints in the tiles being regularly with white cement /epoxy to prevent water seepage. Further where the manufacturer warranty as shown by the Builder/Developer/Promoter to the Purchaser/s

ends before the defect liability period and such warranties are covered under the maintenance of the said building and/or Flat/s/Unit/s/Premises and if the annual maintenance contracts are not done or renewed by the Society and/or Flat Purchaser/s, the Builder/Developer/Promoter shall not be responsible for any defects occurring due to the same. The project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors / manufacturers that all equipments, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts to be sustainable and in proper working condition to continue warranty in both the Flat/s/Unit/s/Premises as well as the building / common project amenities wherever applicable. The Purchaser/s has been made aware and Purchaser/s agree that the regular wear and tear of the Flat/s/Unit/s/Premises and/or the building includes minor hairline cracks on the external and internal walls excluding the RCC structure after a certain time which happens due to variation in temperature of more than 20 degree C and which does not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is agreed that before any liability of defect is claimed by the Purchaser/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and access the same and shall then submit a report to state the defect in materials used, in the structure built of the Flat/s/Unit/s/Premises and/or the building and in the workmanship executed keeping in mind the aforesaid clauses of this agreement;

- 41.** The Purchaser/s shall take possession of the Flat/s/Unit/s/Premises within fifteen days of the Builder/Developer/Promoter giving written notice to the

Purchaser/s intimating that the Flat/s/Unit/s/Premises is ready for use and occupation.

42. The Parties hereto specifically declare and confirm that:

- a) The Purchaser/s has/have inspected the said property and the said “HERITAGE”, which is under construction and have ascertained for himself/herself/itself/themselves that the Flat/s/Unit/s/Premises is not yet ready for use and occupation.
- b) Assignment and transfer if any to be executed in pursuance hereof shall be effected when entire development as envisaged by the Builder/Developer/Promoter is completed. It is specifically agreed and declared that the possession of the Flat/s/Unit/s/Premises is not to be given or transferred to the Purchaser/s before the execution of this Agreement and lodging the same for registration with the registering authorities.
- c) The Building Completion Certificate in respect of the said “HERITAGE” is not obtained since the said Building/s is under construction and the Occupation Certificate and the Building Completion Certificate in respect of the building/s is required to be obtained and/or to be issued by the Municipal Corporation of Greater Mumbai and as the aforesaid Certificates are required to be obtained, the Builder/Developer/Promoter till then is not entitled to allow the Purchaser/s to enter into and take the possession of the Flat/s/Unit/s/Premises till such certificate is given by the competent and the concerned authority.

43. The Purchaser/s shall on receipt of the possession of the Flat/s/Unit/s/Premises as provided in this Agreement, shall use the Flat/s/Unit/s/Premises or shall permit the same to be used only for the purpose as sold to him/her/them/it and as permissible in law and/or by the local authority and/or by any other concerned local authorities in that behalf and which is not likely to cause nuisance or annoyance to the other occupiers of the said "HERITAGE" and/or to the owners or occupier of the neighboring/adjoining property or properties and as the case may be. The Purchaser/s shall use the garage and/or the parking space on its allotment only for the purpose of keeping or parking the Purchaser/s' own vehicle/s.

44. Representations And Warranties Of The Builder/Developer/Promoter;

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

- a) The Builder/Developer/Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- b) The Builder/Developer/Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- c) There are no encumbrances upon the project land or the Project except those disclosed to the Purchaser/s, if any;

- d) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed to the Purchaser/s if any;
- e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Builder/Developer/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- f) The Builder/Developer/Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- g) The Builder/Developer/Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the Flat/s/Unit/s/Premises which will, in any manner, affect the rights of Purchaser/s under this Agreement;
- h) The Builder/Developer/Promoter confirms that the Builder/Developer/Promoter is not restricted in any manner whatsoever from selling the Flat/s/Unit/s/Premises to the Purchaser in the manner contemplated in this Agreement;

- i) At the time of execution of the conveyance deed of the structure to the association of Purchaser/s, the Builder/Developer/Promoter shall handover lawful, vacant, peaceful, physical possession of the Structure to the Association of the Purchaser/s;
- j) The Builder/Developer/Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities, till the time of handover of the said property alongwith structure to the Society/Association/Body of the Flat Purchaser/s, after which the same shall be the responsibility of the Society/Association/Body of Flat Purchaser/s;
- k) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Builder/Developer/Promoter in respect of the project land and/or the Project except those disclosed to the Purchaser/s.

45. The Purchaser/s for himself/herself/itself/themselves with the intention to bring all person into whatsoever hands the Flat/s/Unit/s/Premises may come, doth hereby covenant with the Builder/Developer/Promoter herein as follows:

- a) To maintain at the Purchaser/s' own cost in good tenantable repair and condition from the date the possession of the Flat/s/Unit/s/Premises is taken and shall

not do or suffered to be done anything in or to the said building/s in which the Flat/s/Unit/s/Premises/Garages, is situated, staircase or any passages which may be against the rules, regulations or bye-laws, or make any addition in or to the said building/s in which the Flat/s/Unit/s/Premises is situated and the Flat/s/Unit/s/Premises itself or any part or portion thereof.

- b) Not to store in the Flat/s/Unit/s/Premises any goods which are of hazardous, combustible or dangerous in nature or are so heavy as to cause damage to the construction of structure of the said building/s in which the Flat/s/Unit/s/Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages to the upper floors which may damage or likely to damage the staircase, common passages or any other structure of the said building/s in which the Flat/s/Unit/s/Premises is situated, including the entrances of the said building/s in which the Flat/s/Unit/s/Premises is situated and in case any damage is caused to the said building/s in which the Flat/s/Unit/s/Premises is situated or the Flat/s/Unit/s/Premises or account of the negligence or default of the Purchaser /s in that behalf then the Purchaser/s shall be liable for the consequences of the breach thereof.
- c) To carry on at his/her/their/its own costs all the internal repairs to the Flat/s/Unit/s/Premises and to maintain the Flat/s/Unit/s/Premises, in the same conditions, state and order in which it was delivered by the Builder/Developer/Promoter herein to the Purchaser/s and

not to do, suffer or suffered to be done anything in or to the said building/s in which the Flat/s/Unit/s/Premises is situated or which may be against the rules or regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequence thereof to the concerned local authority and/or the other public authority.

- d) Not to demolish or cause to be demolished the Flat/s/Unit/s/Premises any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Flat/s/Unit/s/Premises or any part or portion thereof nor any alteration in the elevation and outside colour scheme and window grill of the building/s in which the Flat/s/Unit/s/Premises is situate and which shall keep the portion, sewers, drains pipes in the Flat/s/Unit/s/Premises and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and to protect the other parts of the said building/s in which the Flat/s/Unit/s/Premises is situated and shall not change or in any other manner damage the column, beams, walls, slabs or R.C.C. Pardis or other structural members in the Flat/s/Unit/s/Premises without the prior written permission of the Builder/Developer/Promoter herein and/or the said Society or the Limited Company as the case may be.
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and that of the said “HERITAGE” in which the

Flat/s/Unit/s/Premises is situated or any part or portion thereof or whereby resulting into increment in the premium amount as payable in respect of such insurance.

- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Flat/s/Unit/s/Premises in the compound or any portion of the said property and the said building/s in which the Flat/s/Unit/s/Premises is situated.
- g) To pay to the Builder/Developer/Promoter herein within 7 days of the demand by it from the Purchaser/s towards the share money, security deposit demanded by the concerned local authority, Municipality or government for giving water, electricity or any other service connection to the building/s in which the Flat/s/Unit/s/Premises is situated.
- h) To bear and pay increase in local taxes, water charges, insurance and such other levy/ies, if any, which are imposed by the concerned local authority and/or Government and/or the other public authority, on account of change of user of the Flat/s/Unit/s/Premises by the Purchaser/s and namely use for any other purpose other than the same meant for.
- i) The Purchaser/s shall not let, sub-let, transfer, assign the Purchaser'/s' interest in the Flat/s/Unit/s/Premises or part with the possession of the Flat/s/Unit/s/Premises without written permission from Builder/Developer/Promoter and the benefits under this Agreement until all the dues payable by the Purchaser/s to the Builder/Developer/Promoter herein under this Agreement are fully paid up and only if

the Purchaser/s has/have not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/have intimated in writing and obtained the written consent of the Builder/Developer/Promoter herein which the Builder/Developer/Promoter is entitled to refuse without assigning any reason/s or grant subject to any conditions including condition as to payment of service charge out of the consideration for which the Purchaser/s may sell, transfer, assign, lease or give on license the Flat/s/Unit/s/Premises.

- j) The Purchaser/s shall observe and perform all the rules and regulations which the said Housing Society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said “HERITAGE” and the Flat/s/Unit/s/Premises herein and for the observance and performance of the building/s rules and regulations and Bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulation and conditions as laid down by the said Housing Society/Limited Company regarding the occupation and use of the Flat/s/Unit/s/Premises in the said “HERITAGE” and shall pay and contribute regularly and punctually towards the taxes and expenses or other outgoings in accordance with the terms of the Agreement.
- k) Till assignment and transfer of the said “HERITAGE” in which the Flat/s/Unit/s/Premises is situated is executed in favour of the Purchaser/s shall permit the

Builder/Developer/Promoter herein and their surveyor/s, agent/s with or without the workmen and others at all the reasonable time, to enter into and upon the said property and the said building/s or any part thereof to view and examine the state and conditions thereof.

- l) The Purchaser/s shall insure and keep the Flat/s/Unit/s/Premises insured against any loss or damage by fire or any other calamities for the full value thereof and further agrees that he/she/they/it shall not do or cause to be done any act or thing which may render void or voidable any insurances of any of the said Building/s or cause any increased premium to be payable in respect thereof.
- m) The Purchaser/s agree/s that his/her/their/its interest in the said property and the said building/s is inseparable and he/she/they/it shall not be entitled to at any time to demand partition of his/her/their/it interest in the said building/s and in the said property.
- n) It is clarified by the Builder/Developer/Promoter that and the Purchaser/s has/have unconditionally agreed that no separate Shares Certificate will be issued for any parking/s which will be related to Flat/s/Unit/s/Premises of the Purchaser/s and will remain impartible. No one will be permitted to create any third party right/interest in such area/space and such right/interest will always be related to his/her/their/its Flat/s/Unit/s/Premises and therefore be inseparable.
- o) Until the said property together-with the said building/s is assigned and transferred as aforesaid, the

Builder/Developer/Promoter herein will control the management of the said building/s, realization or outgoings and the disbursement/s or the payments to be made and the Purchaser/s and/or the said Premises Society and/or Limited company and/or incorporated body will not have any objection to the aforesaid of the Builder/Developer/Promoter herein.

46. Notwithstanding any other provisions of this Agreement, the Builder/Developer/Promoter herein shall be entitled to at its sole and absolute discretion:

- a) To have such Co-Operative Society Ltd. and/or the Limited Company and/or any other body or the bodies of all the Purchasers of their respective Flat/s/Unit/s/Premises formed and constituted as contemplated herein;
- b) To cause to be assigned, conveyed and/or transferred the said “HERITAGE” in favour of such Co-Operative Society Ltd; or the Limited Company and/or the other Associations as the case may be;
- c) To cause to be conveyed and/or transferred the said “HERITAGE” and the appurtenant land if any along with the conveyance and/or together with the documents of transfer of the said proposed building/s with the land beneath the same.
- d) To decide and determine how and in what manner the infrastructure including the common utility areas and garden if any may be transferred and/or conveyed.

- e) To provide and incorporate covenant and restrictions and obligations with regard to the provisions of maintaining the infrastructure and common amenities including garden and roads, if any.

47. After the Builder/Developer/Promoter executes this Agreement, the Builder/Developer/Promoter shall not mortgage or create a charge on the Flat/s/Unit/s/Premises 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 Purchaser/s who has taken or agreed to take such the Flat/s/Unit/s/Premises;

48. The Purchaser/s along-with the other Purchasers of the Flat/s/Unit/s/Premises in the said “HERITAGE” shall join in forming and registering the said Society/Co-Operative Premises Society Ltd; or the Limited Company to be known by that a name or any decided by the Builder/Developer/Promoter and/or approved by the Dy. Registrar of Co-operative and for that purpose to sign from time to time and to execute the application/s for the registration and/or for the membership and all such other document/s necessary for the formation and registration of the said Premises Society or the Limited Company and for becoming a member/s including the bye-laws of the said Premises Society and duly filled in, signed and returned to the Builder/Developer/Promoter herein within seven days of the same been forwarded by the Builder/Developer/Promoter herein to the Purchaser/s so as to enable the Builder/Developer/Promoter herein to register the organization of the Purchaser/s as required under provisions of RERA and

rules made thereunder and No Objection shall be taken by the Purchaser/s if any modifications or changes are made in the draft bye-laws or in the Memorandum of Association and/or in the Articles of Association, as may be required by the Registrar of Companies and as the case may be and any other competent authority.

49. The Builder/Developer/Promoter herein shall if necessary, become a member of the said Premises Society in respect of the Builder/Developer/Promoter's right and benefits conferred herein or otherwise. If the Builder/Developer/Promoter herein transfer/s, assigns and/or disposes all such rights and benefits at any time to any body, the assignee/s, transferee/s and/or the Purchaser/s thereof shall become the members of the said Housing Society and in respect of the rights and benefits. The Purchaser/s herein and the said Co-Operative Premises Society will not have any objection to admit such assignee/s/ transferee/s as the member of such Premises Society/Housing Society and shall not charge any fees or other amounts thereof.

50. It is agreed between the parties that forwarding this Agreement to the Purchaser/s by the Builder/Developer/Promoter does not create a binding obligation on the part of the Builder/Developer/Promoter or the Purchaser/s until, firstly, the Purchaser/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/s and secondly, the Purchaser/s appear/s for registration of the same before the concerned Sub-Registrar as and when intimated by the Builder/Developer/Promoter. If the Purchaser/s fail/s to execute and deliver to the Builder/Developer/Promoter this Agreement within 30 (thirty)

days from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Builder/Developer/Promoter, then the Builder/Developer/Promoter shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s for allotment and/or actual allotment shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith shall be returned to the Purchaser/s without any interest or compensation whatsoever, after deducting agreed liquidated charges.

- 51.** The Builder/Developer/Promoter shall not be responsible and/or liable for the consequences arising out of the change in law, or changes in Municipal laws and other laws, rules & regulations etc;
- 52.** The Builder/Developer/Promoter shall have a first charge and lien on the Flat/s/Unit/s/Premises in respect of any amount payable by the Purchaser/s under the terms and conditions of this Agreement.
- 53.** This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment /building, as the case may be.

- 54.** This Agreement may only be amended through written consent of the Parties.
- 55.** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable to any subsequent Purchaser/s of the Flat/s/Unit/s/Premises, in case of a transfer, as the said obligations go along with the Flat/s/Unit/s/Premises, for all intents and purposes.
- 56.** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
- 57.** Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment, in common with other Purchaser/s in Project, the same shall be in proportion to the carpet area of the Flat/s/Unit/s/Premises to the total carpet area of all the Flat/s/Unit/s/Premises in the Project.
- 58.** Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to

effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

- 59.** The execution of this Agreement shall be complete only upon its execution by the Builder/Developer/Promoter at the Builder/Developer/Promoter's Office, or at some other place, which may be mutually agreed between the Builder/Developer/Promoter and the Purchaser/s, in after the Agreement is duly executed by the Purchaser/s and the Builder/Developer/Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.
- 60.** The Purchaser/s and/or the Builder/Developer/Promoter and/or its Lawful Attorney or Authorised Signatory shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Builder/Developer/Promoter and/or its Lawful Attorney or Authorised Signatory shall attend such office and admit execution thereof.
- 61.** That all notices to be served on the Purchaser/s and the Builder/Developer/Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s or the Builder/Developer/Promoter by Registered Post A.D and notified Email ID at their respective addresses specified below:
Name of Purchaser/s : _____

Purchaser/s Address : _____

Notified Email ID: _____

Promoter's name : **M/S CRYSTAL DEVELOPERS**

Promoter Address : The Crescent Business Park", 801, 8th Floor,
Near Sakinaka Telephone Exchange,
Andheri Kurla Road, Andheri (East),
Mumbai – 400 072.

Notified Email ID: _____.

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

62. In case there are Joint Purchaser/s all communications shall be sent by the Builder/Developer/Promoter to the Purchaser/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser/s.

63. The charges towards stamp duty and Registration of this Agreement shall be borne and paid by the Purchaser/s alone.

64. Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to

the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

- 65.** 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 as applicable in Mumbai City for the time being in force and the Courts in Mumbai will have the jurisdiction for this Agreement.

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

=: THE FIRST SCHEDULE ABOVE REFERRED TO:=

[the said property]

ALL THAT PIECE AND PARCEL of land or ground, being the Southern Portion of Survey No. 222, part of Hissa No. 1, Final Plot No. 566B corresponding to CTS No. F/1472, of T.P.S. III, Bandra (First Variation) Final, admeasuring 1321.10 square meters situate, lying and being at Village Bandra, Taluka: Andheri, in the Registration District and Sub-District of Mumbai City and Mumbai Sub-Urban District.

=: THE SECOND SCHEDULE ABOVE REFERRED TO:=

[the Flat/s/Unit/s/Premises as referred to above]

Flat/s/Unit/s/Premises bearing No. _____, on the _____ Floor, in _____ Wing admeasuring _____ square feet carpet area equivalent to _____ square metres (as per RERA) in the proposed multi-storeyed building known as “HERITAGE”, to be constructed on the

property described in the First Schedule above written, proposed to be constructed on the said property.

SPECIMEN

SIGNED, SEALED & DELIVERED]

by the withinnamed]

“THE BUILDER/DEVELOPER/PROMOTER”]

[1] M/S CRYSTAL DEVELOPERS,]

PAN No:

through its Authorized Signatory,]

_____,]

in the presence of]

SIGNED SEALED AND DELIVERED]

by the within-named]

“THE FLAT PURCHASER/S”,]

SHRI/SMT/KUMARI/MESSRS. _____]

_____]

PAN No:

_____]

PAN No:

in the presence of]

WITNESSES :=

1. _____,
_____.

2. _____,
_____.

RECEIPT

RECEIVED of and from the within-named the Purchaser/s on or before the execution hereof a sum of Rs. _____/- (Rupees

_____ Only) vide Cheques as under, in our favour of and by way of earnest money/part payment as mentioned hereinabove.

Date	Cheque No.	Name of the Bank & Branch	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

TOTAL RUPEES. _____

**WE SAY RECEIVED
FOR CRYSTAL DEVELOPERS**

Partner/Authorized Signatory

WITNESSES:=

- 1.** _____,
_____.
2. _____,
_____.

DATED THIS ____ DAY OF _____ 2017.

B E T W E E N

CRYSTAL DEVELOPERS

..... The Builder/Developer/Promoter

A N D

Shri/Smt/Miss/M/s. _____

..... The Flat Purchaser/s

:AGREEMENT FOR SALE:

FLAT/S/UNIT/S/PREMISES NO. ____ ON
____ FLOOR, IN THE BUILDING
“CRESCENT HERITAGE” AT F-566B,
S.V.ROAD, KHAR [WEST], MUMBAI –400
052.