

Annexure 'A'

Model Form of Agreement to be entered into between Developer and Purchaser(s)

(See rule 10(1))

EXPLANATORY NOTE

Agreement for sale

ARTICLES OF AGREEMENT made at Bombay this _____ day of _____ 2022
BETWEEN M/S. **LAKSHACHANDI COLUMBIA CORPORATION**, a registered
partnership firm registered under the Indian Partnership Act 1932 and having its
registered office at **602/A, Savoy Chambers, Santacruz (West), Mumbai - 400054**
herein referred to as "THE DEVELOPERS" (which expression shall unless repugnant to
the context or meaning thereof its successors and assigns of the ONE PART: A N D
SHRI/SMT. _____ of Bombay Indian inhabitant /
Pvt Ltd Co registered under the companies act, 1956 and having its registered office
address at _____ hereinafter
called "THE PURCHASER/S" (which expression shall unless repugnant to the context or
meaning thereof include his/her/their heirs, executors, administrators and permitted
assigns) or in case of limited company its successors, assignees of the OTHER PART:

WHEREAS

1. Punita Flat Owners Co-operative Housing Society Ltd a Co-operative Housing Society registered under the provisions of the Maharashtra Co-operative Societies Act 1960 owns the immoveable property being land bearing Plot No.28, S.V. Road, Kandivali (west) in Brihan Mumbai and bearing CTS No.432, and 432/1 to 8 admeasuring 1437.90 sq. mtrs together with an old multi storied Building constructed therein (which has since been demolished) in the Registration District and Sub-District of Bombay City and Suburban (herein referred to as the said Property) and particularly described in the First Schedule hereunder written.
2. The said Property has vested in the Society by virtue of Deed of Conveyance cum Agreement for Grant of Development Rights dated 21st February 2014 and expressed to be made between (1) SHRI. SURESH KHODIDAS JASWA (2) SHRI. CHINUBHAI KHODIDAS JASWA and (3) SHRI. DEVANG ARVIND JASWA as "the Landlords" (4) PUNITA FLAT OWNERS CO-OPERATIVE HOUSING SOCIETY LTD (by the said society) as the Society and (5) M/S. LAKSHACHANDI COLUMBIA CORPORATION are the Developer. The said Deed of Conveyance cum Agreement for Grant of Development Rights is registered at Sub-Registry under Serial No.BRL-2/2041 of 2014 and executed on date 21/02/2014.
3. The society in its General Meeting of the members held on 20-5-2012 resolved to grant to the developer's development rights in respect of the said property. The Registrar of Co-operative societies by its order dated 23-12-2014 sanctioned the grant of such development rights in favour of the developer.
4. The Developer in the first instance prepared plans for construction of a Building of Ground / Shops + 2 levels of Podium + 19 upper floors (herein referred to as "the said Building") on the said property vide No

CHE/WSII/0317/R2/337(NEW)/IOD/1/New dated 30.12.2021 (Annexed as Annexure “_”) and also received commencement certificate dated 20.6.2022 (Annexed as Annexure “_”).

5. The existing building Punita Apartments was occupied by the existing members viz; they being the shareholders of the society and they having purchased flats in the said existing building on ownership basis from the previous Builders M/s. Punita Construction Co. (since dissolved).
6. The developer has/will register the Real Estate Project with the Real Estate Regulatory Authority (hereinafter referred to as “Authority”) under the provisions of Section 5 of Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “RERA”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, and disclosures on website) Rules, 2017 (hereinafter referred to as “RERA Rules”).
7. As specified in the said Deed of Conveyance cum Agreement for Grant of Development Rights the Developers has been appointed Developers of the said Property with rights inter alia to;
 - (a) Construction of the new multi- story tower and demolish the existing building (which they have done).
 - (b) To construct a new multi storied building on the said property by utilizing the FSI of the said property, TDR and Fungible FSI by whatever name as permitted by the Brihan Mumbai Mahanagar Palika and other concerned flat owners.
 - (c) To all to the existing flats by way of Permanent Ownership Alternate Accommodation to the existing members in such new building (the said new building) as specified in the said Deed of Conveyance cum Agreement for Grant of Development Rights, and
 - (d) to sell on ownership basis for their benefit of the Developers the surplus flats in the said new building.
8. For construction of the said New building the Developers tentatively proposes to utilize
 - (a) Primary FSI of the said Property 1425.90 sq.m
 - (b) Additional FSI 712.95 sq mtr
 - (c) TDR 1425.90 sq.m
 - (d) Fungible on TDR 499.06 sq.m
 - (e) Fungible FSI. 748.59 sq m

Plus parking area/s and the amenities in the course of the development of the Project. The aforesaid development potential may increase during the course of development of the Whole Project, and the Developer shall be entitled to all such increments and accretions as mentioned in this Agreement. The Purchaser/s agree(s), accept(s) and confirm(s) that the fundamental entitlement of the

Developer to utilise, exploit and consume the Full Development Potential of the Whole Project (both inherent and further/future)

09. The said New Building will thereof consisting of

- (i) Stilt/Ground floor comprising shops/ car showroom/Retail Outlet
- (ii) 1st and 2nd Podium for Car Parking
- (iii) Plus 19 Upper floors comprising residential flats

10. (a) Flats on the 3rd Floor to the 7th Floor and 8th (part) to 13th floor (part) portion reserved for the landlords and the existing members ;

(b) Ground Floor retail units, 2 levels of podium , Flats on Floors 8th Floor (part) and 12th floor (part), 13th (Part), 14th (Part) and 15th to 21st Floor & above are at the disposal of the Developers for sale on ownership basis by the Developers for their benefits.

(c) Terrace may be attached/given along with flat/penthouse

11. The Developers shall be entitled at any time to sell on ownership basis flats, to sell and/or dispose of unsold flats, shops/ retail outlets and parking spaces and other premises in the said Building to be constructed on the said Property, including the penthouses with terrace(s) on the top of the building provided that right of access to the overhead water tank, for fixing dish antenna and other similar fittings shall always be available to all of the Purchaser/s of premises in the building in the said Building to such person(s) and for such consideration as the Developers may in their absolute discretion deem fit and proper and the Purchaser/s expressly agrees and undertakes to make such Purchaser/s of flats/ shops and parking spaces full members of the Co-operative Society, and until such time as the Developers dispose of all the premises in the said building which are being constructed and/or will be constructed then such Purchaser/s of flats/ shops shall be admitted as full members thereof in respect thereof without demanding transfer fees or donation or other charges of any nature whatsoever.. Irrespective of the possession of the said premises being given to the Purchaser/s and/or the management being entrusted to ad-hoc committee of the Purchaser/s of the premises in the said building, the rights under this agreement reserved unto or in favour of the Developers of exploiting the commercial potential of the said property, shall be subsisting and shall continue to vest with the Developers and the Developers shall be entitled to execute Deed of Assignment of the right, title and interest of the Developers in the said Project.

12. The Developer shall be entitled control advertising, marketing, signage, hoarding and all other forms of signage whatsoever within the Real Estate Project, Brand Name viz. Lakshachandi in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project. The Developer shall also be entitled to place, select, decide hoarding/board sites and shops and Construct site offices/sales lounge/ sample flats. Such advertising and signage may comprise of hoardings, print media, electric signs, and may be constructed in a permanent or temporary manner and may be maintained, serviced, repaired and replaced and the Developer and its nominees shall have access to such hoardings, print media and electric signage for this purpose.

13. The Purchaser/s has seen the Building plans in respect of the said Building as at present envisaged and approved by the Municipal Corporation of Greater Bombay under "Intimation of Disapproval" IOD No. CHE/WSII/0317/R2/337(NEW)/IOD/1/New dated 30.12.2021 (Annexed as Annexure_)

14. On demand of the Purchaser/s, the Developers have given inspection to the Purchaser/s of all the documents of title relating to the said Property, the Plans designs and specifications prepared by the Developers' Architects and all other documents as are specified under the RERA Rules and Regulations made thereunder. The Purchaser/s has understood the documents and information in all respects. The Purchaser/s has agreed and consented to the development of the Project.

15. The Purchaser/s after having investigated and being fully satisfied in respect of title of the Developers to the said Property has requested the Developers have agreed to allot to the Purchaser/s on ownership basis flat/Shop No. _____ approx.. admeasuring ____square feet rera carpet area as per RERA on the _____ floor of the said Building along with __Car parking space on __Podium__ as per the particulars given in the Second Schedule hereunder written, for the total consideration of Rs. [●] (Rupees [●]Only) (hereinafter referred to as "Sales Consideration") and payable on the terms and condition, as hereunder appearing

16. The expression "walls" would mean walls made of Reinforced Cement Concrete (RCC) or plain concrete or Shear wall(s) or walls made from bricks or blocks or precast materials or drywalls or walls made of any material or composition of one or more of any of the materials and shall include column(s) within or adjoining or attached to the wall. All walls which are constructed or provided on the external face of an apartment shall be regarded as "external wall" and all walls or independent columns constructed or provided within an apartment shall be regarded as "internal partition wall"

17. The Purchaser/s agree/s and confirm/s, that the Developer shall be entitled to raise finance/ loan from any financial institution/ bank by way of mortgage/ charge/ securitization of the saleable Flats/ /Shops Unit/s or the receivables, if any, accruing or likely to accrue there from, subject to the said Unit/s being made free of any encumbrance at the time of execution of this Agreement in favour of the Purchaser/s and/or his/her/their/it's nominee/s. The Developer shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation whether legal or in English form or by way of deposit of title deeds, save and except the said Premises, provided the Developer shall be the principal debtor and it shall be the sole responsibility of the Developer to repay such loan amount with interest, charges and expenses thereon.

18. Copies of Certificate of Title issued by M/s. Kirit N. Damania & Co., Advocates and Solicitors for the Developers (Annexed as Annexure “_”), copies of Property Card in respect of the said Property (Annexed as Annexure “___”), and the copies of the Plans and Specifications in respect of the said Building are hereto annexed and marked ANNEXURES and_ respectively.

19. In accordance with and subject to the terms and conditions set out in this Agreement, the Developer hereby agrees to sell and the Purchaser/s hereby agrees to purchase and acquire, the said Flat.

20. Developers are entering into separate agreements with several other persons and parties for sale of Shops/Flats/Car Parking Spaces/Stilt/Open and other premises in the said Building.

21. This Agreement pertains to Flat No. ___ on the _____ Floor of the said new building and the flat forms part of the flats which the Developer are entitled to sell on ownership basis.

22. The list of Annexures attached to this Agreement are stated hereinbelow:

Annexure “_” Copy of PR Cards bearing CTS No.432, and 432/1 to 8, situated lying and being at Malad, Taluka Borivali, Registration Sub District of Bandra and Registration District of Bombay Suburban, and bounded

Annexure “___” Copy of IOD and CC along with Approved Plans

Annexure “___” Copy of Rera Registration Certificate

Annexure “___” Copy of the Title Certificate;

Annexure “___” Copy of the floor plan with allotted (herein referred to as said premises/flat) no_on_floor marked in red along with identified parking marked in red.

Annexure “___” List of Common areas and facilities of the said premises in relation to the said Building

AND WHEREAS

The Developers/ Developers are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Developer / Developers is in possession of the project land AND WHEREAS the Developer has proposed to construct on the project land ,single tower, having Ground floor + 2 floors of Podium + 19 Upper floor (herein referred to as the said Building).

1. The Developers will construct a Building to be known as “Punita” comprising of Ground floor + 2 floors of Podium + 19 Upper floor (herein referred to as the said Building).
2. The Developers shall sell to the Purchaser/s Flat No./Shop No.____approx. admeasuring_____sq ft carpet area as per RERA on the_____floor in the said Building now being constructed on the said Property (herein referred to as 'the said premises'). Plans in respect of the said Premises is hereto annexed and marked as ANNEXURE "___". The Developers have agreed to allot to the Purchaser/s parking Space No._on the_Podium of the said building without charging any consideration as shown in the plan hereto annexed and as marked in Annexure "___".
3. AND WHEREAS Developer has entered into a standard Appointment letter with an Architect registered with the Council of Architects and such Appointment letter
4. AND WHEREAS the Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at_____no_____; authenticated copy is attached in Annexure ‘_____’;
The above details along with the annexures required for the RERA Certificate, shall be available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in> once the Project is registered under RERA
5. AND WHEREAS the Developer has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Developer accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

6. AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Developer has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Developer on the project land and to enter into Agreement/s with the Purchaser(s)/s of the Apartments to receive the sale consideration in respect thereof; AND WHEREAS on demand from the Purchaser, the Developer has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Developer's Architects Abhijit Mehta. and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;
7. AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Developer, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Developer to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure '_____' and '_____', respectively.
8. AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure_____.
9. AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Developer and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure_____,
10. AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Purchaser, as sanctioned and approved by the local authority have been annexed and marked as Annexure _____
11. AND WHEREAS 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 approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.
12. AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
13. AND WHEREAS the Developer has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Purchaser has applied to the Developer for allotment of an Apartment No. onfloor in wing_ situated in the building No. being constructed in the_____phase of the said Project, AND WHEREAS the rera carpet area of the said Apartment is_____square metre

AND WHEREAS, 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;

14. AND WHEREAS, prior to the execution of these presents the Purchaser has paid to the Developer a sum of Rs..... (Rupees) only, being part payment/ earnest money of the sale consideration of the Apartment agreed to be sold by the Developer to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Developer both hereby admit and acknowledge) and the Purchaser has agreed to pay to the Developer the balance of the sale consideration in the manner hereinafter appearing.
15. AND WHEREAS, the Developer has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no ;AND WHEREAS, under section 13 of the said Act the Developer is required to execute a written Agreement for sale of said Apartment with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with 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 Purchaser hereby agrees to purchase the (Apartment) and the open/stilt parking (if applicable)

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

1(A). The Developers will construct a Building to be known as “Punita Apartments” comprising of Ground floor + 2 floors of Podium + 19 Upper floor (herein referred to as the said Building).In accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

B. The Developers shall sell to the Purchaser/s Flat No./Shop No._____approx. admeasuring_____sq ft carpet area as per RERA on the_____floor in the said Building now being constructed on the said Property (herein referred to as 'the said premises'). Plans in respect of the said Premises is hereto annexed and marked as ANNEXURE "_____".

C. The Developers have agreed to allot to the Purchaser/s parking Space No._____ on the____Podium/Stilt of the said building as shown in the plan hereto annexed

and as marked in Annexure “ ” as shown in the plan hereto annexed and as marked in Annexure “ ” without any consideration.

D. The total aggregate consideration amount for the apartment along with open/stilt parking spaces is thus Rs._____/ -The Purchaser/s shall pay to the developers the sum of rs._____/ - (rupees _____only) as the sale consideration excluding gst, stamp duty, registration scanning fees, taxes, maintenance, property tax, development charges, corpus, service charges, deposits, etc in respect of the said premises.

E. The Purchaser has paid on or before execution of this agreement a sum of Rs_____(Rupees_____only) (10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Developer the balance amount of Rs.....(Rupees.....) in the following manner :-

- i. Amount of Rs...../-(.....) (30% of the total consideration) to be paid to the Developer upon the execution of this Agreement
- ii. Amount of Rs...../-(.....) (45% of the total consideration) to be paid to the Developer on commencement of the Plinth of the building on which the said Apartment is located.
- iii. Amount of Rs...../-(.....) (70% of the total consideration) to be paid to the Developer on (.....) stage of the slabs (or including podiums and stilts of the building or wing in which the said Apartment is located).
- iv. Amount of Rs...../-(.....) (75% of the total consideration) to be paid to the Developer on commencement of the walls/ internal plaster/ floorings doors / windows of the said Apartment.
- v. Amount of Rs...../-(.....) (80% of the total consideration) to be paid to the Developer on commencement of the Sanitary fittings/ staircases, lift well, lobbies upto the____floor level of the said Apartment.
- vi. Amount of Rs...../-(....) (85% of the total consideration) to be paid to the Developer on commencement of the external plumbing/ external plaster/ elevation/ terraces waterproofing, of the building or wing in which the said Apartment is located..
- vii. Amount of Rs...../-(.....) (95% of the total consideration) to be paid to the Developer on commencement of the lifts/ water pumps/ electrical fittings/ electro/ mechanical and environment requirements/ entrance lobby/s, plinth protection/ paving of areas appertain and all other requirements as may

be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Apartment to the Purchaser on or on receipt of occupancy certificate or completion certificate.

Notes

- 1)** Each of such instalments shall be paid by the Purchaser/s within a period of 7 days from the date of intimation by the developer. Time for payment of each instalment is the essence of the contract. The developer is not obliged to give any notice requiring such payment and the failure thereof, shall not be a plea, or an excuse for non-payment of any amount or amounts on their respective due dates.
- 2)** Each of the instalments mentioned in the sub clauses shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.
- 3)** Taxes/ GST and stamp duty to be paid separately by the Purchaser/s at applicable rates. Registration Scanning Fees Charges to be paid by the Purchaser/s as applicable at the time of Registration
- 4)** Payment to be done on Gross TDS Basis, Purchaser/s is / are requested to produce TDS certificate in the prescribed form i.e. Form 16B at the earliest, post which Purchaser/s will get reimbursement for TDS dues. The Purchaser/s shall also be liable for all costs, expenses, penalties and interest as may be suffered by the Developer on account of delay in furnishing the TDS certificate or otherwise. The Purchaser/s hereby indemnifies the Developer from all such costs, expenses, penalties, interest, losses and damages as may be suffered by the Developer.

2. Further payments:

Further payments towards consideration of the said flat/unit shall be made by you, in manner and at times as well as on the terms and conditions as more specifically enumerated / stated as above 1 D and E as above stated , You acknowledge and agree to the same. The developer is not obliged to give any notice requiring such payment and the failure thereof, shall not be a plea, or an excuse for non-payment of any amount or amounts or their respective due dates. and incase of default developer will be entitled to terminate and cancel this agreement., and recover the cancellation charges, following which Purchaser will have no claim or right over the said flat.

3. Interest Payment:

In case of delay in making any payments, you shall be liable to pay interest at the rate of **SBI MCLR RATE + 2%**, further incase of delay of payment, the Developer shall be entitled to terminate and cancel this agreement, and recover the cancellation charges. Following which Purchaser will have no claim or right over the said flat.

4. Cancellation of Agreement :

- i.** In the event Purchaser committing breach of any of the terms and conditions contained in this Agreement as more specifically enumerated / stated as above 1 D and E as above stated, then Developer shall be entitled to terminate this Agreement after issuing a notice of 15 days ("Notice Period") in writing to you ("**Default Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by you. In the event of you fail and neglect to rectify such breach within the Notice Period then this Agreement shall stand terminated ipso facto without any further act, deed or thing and upon such termination, you shall have no claim on the Flat/shop. Upon such termination we shall be at liberty to dispose off and allot/sale the Flat/shop to such person and at such price as we may in our absolute discretion think fit and proper. Upon termination amount shall be refunded within 45 days.

5(A). The Purchaser/s shall ensure that, such balance amount shall be accompanied with additional separate cheques / RTGS / DD payable towards GST and all levies, duties and cess or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the said Premises and/or this Agreement. It is clarified that all such taxes, levies, duties, cess (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 Premises, shall be borne and paid by the Purchaser/s alone and the Developer shall not be liable to bear or pay the same or any part thereof.

~~The Total Price is escalation free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Developer undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer shall enclose the said notification/order/rule/regulation published/issued in that behalf to~~

~~that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.~~

~~B. The Developer may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Purchaser by discounting such early payments @ % 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 Purchaser by the Developer.~~

C. The Developer shall confirm the final rera carpet area that has been allotted to the Purchaser/s after the construction of the Project is complete and the Occupation Certificate is granted by the MCGM, by furnishing details of the changes, if any, in the RERA carpet area, subject to a variation cap of 3% (Three per cent). Purchaser/s are aware that the carpet area as per RERA includes door jams, RCC columns, columns offset and internal walls. However, the actual carpet area on site may differ because of skirting; POP, Tiling, Plaster and you shall neither raise any objection to such difference nor shall be entitled to any compensation for such difference in carpet area.

D. The Sale Consideration payable on the basis of the carpet area of the said Flat, shall be recalculated upon confirmation by the Developer. If there is any reduction in the rera carpet area within the defined limit of 3%, then, the Developer shall refund the excess money paid (without interest) by Purchaser/s prior to taking possession of the said Flat. If there is any increase in the carpet area allotted to Purchaser/s, the Developer shall demand additional amount proportionately from the Purchaser/s towards Sale Consideration, which shall be payable by the Purchaser/s prior to taking possession of the said Flat.

E. The Purchaser 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 name as the Developer may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

6. The Developers have informed the Purchaser/s and the Purchaser/s is aware that the said Property belongs to Punita Flat Owners Co.Op.Hsg.Soc.Ltd (herein referred to as the Society) and by and under a Conveyance cum Grant of Development Rights dated 21st February 2014 and expressed to be made between (1) SHRI. SURESH KODIDAS JASWA (2) SHRI.CHINUBHAI KODIDAS JASWA (3) SHRI. DEVANG ARVIND JASWA (as the Landlords) (4) PUNITA FLAT OWNERS CO.OP.HSG.SOC.LTD (being the Society) as the Society and (5) M/S. LAKSHACHANDI COLUMBIA CORPORATION (being the Developers) as the Developers and by virtue thereof the Developers are entitled to construct in place of the existing building also known as "Punita Apartments" on the said Property to construct a new building as therein mention in accordance with the

Development Control Regulations in vogue in Brihan Mumbai as at present. The Developers are entitled to sell surplus flats/ shops and premises which are specified in approved plans as annexed in Annexure “__” hereto and which form part of the premises which the Developers are entitled to sell in open market on ownership basis.

7. Common areas and facilities for the said Building i.e. relative common areas and facilities for the said Building, relative common areas and facilities for the said premises, percentage of undivided interest of the said Premises in the common areas and facilities of the said Building as also the percentage of undivided interest of the said Premises in the restricted common areas and other facilities provided on the floor on which the same is located are as per the particulars thereof as given in the Annexure hereto annexed ANNEXURE “ ”. The aforesaid percentages are tentative and liable to be increased or decreased in the event of there being changes in the Building Plans.

8. The Purchaser/s shall deduct tax at source (“TDS”) from each instalment of the Sale Price as required under the Income-tax Act, 1961. The Purchaser/s shall duly cause the TDS Certificate to be issued in accordance with the Income Tax Act, 1961 at the earliest. In the event of any loss of tax credit to the Developer due to the Purchaser/s failure to furnish such TDS Certificates from time to time, then, such loss shall be recovered by the Developer from the Purchaser/s. In case the credit of TDS deducted by the Purchaser/s is not reflected in Form No. 26AS of the Income Tax Act, 1961 and the rules thereunder, and if the original TDS certificate is not submitted by the Purchaser/s to the Developers then the amount of TDS shall be considered as receivable from the Purchaser/s and handover of the possession of the Apartment shall be subject to adjustment/recovery of such amount plus interest. The Purchaser/s shall also be liable for all costs, expenses, penalties and interest as may be suffered by the Developer on account of delay in furnishing the TDS certificate or otherwise. The Purchaser/s hereby indemnifies the Developer from all such costs, expenses, penalties, interest, losses and damages as may be suffered by the Developer.

9. Time is essence for the Developer as well as the Purchaser. The Developer shall abide by the time schedule for completing the project and handing over the premises to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer as provided in clause (F) herein above. (“Payment Plan”).

10. The Developer hereby declares that the Floor Space Index available as on date in respect of the project land is 1437.9 square meters only and Developer has planned to

utilize Floor Space Index of 6000 square meters by availing of TDR or FSI 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. The Developer has disclosed the Floor Space Index of 4815 square meters as proposed to be utilized by him on the project land in the said Project and Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer only.

11. If the developer for any other reasons than those stated above is unable to give possession on the expiry of an grace period, then the Developers shall be liable to pay the Purchaser/s simple interest at the rate of SBI's MCLR +2% per annum from the date of the receipt of the respective amounts by the Developers and until the date of intimation by the Developer to deliver possession of the said Premises.

Further it is clarified, In the event of the Purchaser/s committing default of the payment of the instalments of the Sale Consideration or otherwise and in the event of the Developer exercising their right to terminate this Agreement, the Purchaser/s shall and hereby undertake/s to clear the mortgage debt outstanding (if any) at the time of such termination. The Purchaser/s, at his/her own cost and expenses, shall obtain necessary letter/no dues certificate from such financial institution, banks etc. stating that the Purchaser/s has cleared the mortgage/debt/charge within 15 (fifteen) days from the Termination Date. On receipt of such letter/no dues certificate from the financial institution, banks etc. the Purchaser/s shall be entitled to the refund of the amount (if any). However, the Developer shall directly pay the amount payable to the financial institution, bank, their employer or other such institutions from the balance amount standing to the credit of the Purchaser/s(s) towards the said Flat and (paid by him/her to the Developer towards the Sale Consideration) to the extent so as to clear the mortgage/debt/charge on the said Flat. Only on receipt of such letter of clearance of mortgage debt from such bank, financial institution etc. the Purchaser/s shall be entitled to the refund of the balance amount standing credited to the account of the Purchaser/s (if any) with the Developer towards the said Flat as per clause as above stated.

The Parties agree and confirm that the forfeiture amount, interest (as agreed) payable on delayed payments and any differential amount (estimated after resale of the said Premises) recovered and/or adjusted from the amounts refundable to the Purchaser/s in this Clause shall be construed as pre-estimated liquidated damages and the Parties shall not at any time hereafter raise objections or dispute the same.

Without prejudice to the above and the Developers other rights under this Agreement and/or in law, the Developers may at their option accept from the Purchaser/s the payment of the defaulted installment/s on the Purchaser/s paying to the Developers

interest on the defaulted installment/s at the rate of SBI + 2% p.m thereon from the due date till the realization thereof (Here in referred to as “Default Interest”)

12.The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Developer in the said building and the Apartment as are set out in Annexure ' ', annexed hereto.

The Promoter shall give possession of the Apartment to the Allottee on or Before 19th day of December 2024. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment 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.

13.Procedure for taking possession - The Developer, upon Application/obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Purchaser in terms of this Agreement to be taken within 7 (Seven days from the date of issue of such notice and the Developer shall give possession of the [Apartment/Plot] to the Purchaser. The Developer agrees and undertakes to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developer. The Purchaser agree(s) to pay the maintenance charges as determined by the Developer

14.The Purchaser shall take possession of the Apartment within 7 days of the written notice from the promotor to the Purchaser intimating that the said Apartments are ready for use and occupancy:

The Purchaser/s shall take possession of the said Premises As soon as the said Building is notified by the Developers as complete each of the Purchaser/s of the premises in the said Building as are earmarked for allotment to the Developers for sale in the open market as aforesaid (including the Purchaser/s herein), within 15 (fifteen) days of intimation by the Developer (“the Date of Possession”). The Purchaser/s shall, on expiry of the 15 (fifteen) days, or upon receiving possession of the said Premises (whichever is earlier), be deemed to have accepted the said Premises, in consonance with this Agreement, and shall thereafter, not have or make any claim/s, against the Developer, with respect to any item of work alleged not to have been carried out or completed.

The Purchaser/s expressly understand/s that from such date, the risk and ownership to the said Premises shall pass and be deemed to have passed to the Purchaser/s. The Purchaser/s shall be liable to pay beyond possession and after maintenance, outgoings and other charges, taxes payable 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 all other maintenance expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the said Land from the Date of Possession irrespective as to whether Purchaser/s takes possession of the said Premises or not. In case of non-payment, the Developer shall be entitled to exercise various rights, available under this Agreement such notice served individually or to be put in any prominent place in the said Building. The Purchaser/s shall alone be responsible/ liable in respect of any loss or damage that may be caused to the said Premises from the expiry of 15 days from the notice of possession.

If any of the Purchaser/s fails to pay the arrears in spite of the notice the Developers will be entitled (but not obliged) to terminate the Agreement as aforesaid in accordance to this agreement.

16. Failure of Purchaser to take Possession of [Apartment]: Furthermore , as from the date of ending with 15 days from the date of the notice as shall be given by the Developers to the Purchaser/s to take possession of the said premises the Purchaser/s shall be liable to pay his/her proportionate share of all the outgoings in respect of the maintenance and management of said real estate project as said premises agreed to be purchased by the Purchaser/s initially to the Developers and on the Purchaser/s being admitted as a member of the Society to the Society in accordance with the demands made by the Society in that connection from time to time until the Purchaser/s shall have been so admitted as a member of the Society the Purchaser/s shall be liable to pay to the Developer as Provisional maintenance charges and corpus as in schedule _____ respectively. (excluding municipal rates and taxes, which also payable by Purchaser/s) for water and electricity bills and all other outgoings in respect his/her proportionate share of the said real estate project. Until the Purchaser/s is admitted as member of the Society, the Purchaser/s shall without any delay continue to pay to the Developers such proportionate share of outgoings as may be determined by the Developers at its sole discretion.

17. If within a period of 5 (five) years from the date of handing over the said Flat to the Purchaser/s, the Purchaser/s brings to the notice of the Developers any structural defect other than aforesaid clauses, The Parties agree and confirm that the decision of the Developer's Architect shall be final in deciding whether there is any actual structural defect to Premises /said Building or defective material being used or regarding quality of workmanship of the construction and in case of defect(s) in construction or workmanship, the Developer and the Purchaser/s shall collectively approach the appointed third party contractor(s) for the rectification of the defect(s). In case of any unauthorized changes seen in the said Flat or the said Project limited on account of workmanship, quality or provision of service and restricted to the defect in the construction of the Proposed Building only and not extend to the Internal Amenities., then, It is clarified that the Developers shall not be liable to rectify for any such defects if the same have been caused by reason of the willful default and/or negligence of the Purchaser/s and/or any other Purchaser/s in the Real Estate Project.

18. In spite of all the necessary steps and precautions taken while designing and constructing the Real Estate Project, the concrete slabs/beams may deflect due to self-weight, imposed load, creep and/or shrinkage phenomena (the inherent properties of concrete), for years after construction. Further, the Purchaser/s may come across cracks in finishes, flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection and also caused due to any renovation and /or alterations etc. carried out by the Purchaser/s and any other Purchaser/s /occupants of the other apartments/flats in the Real Estate Project. The Purchaser/s agree(s) and covenant(s) not to hold the Developer liable and/or responsible for any such defects arising out of inherent properties of concrete and/or caused due to any renovations and/or alterations etc. carried out by the Purchaser/s and any other Purchaser/s occupants of the Real Estate Project and the Purchaser/s shall not raise any claim(s) against the Developer in this regard.

- a. If after the date on which the Purchaser/s has/have taken possession of the said Premises, any damage due to wear and tear of whatsoever nature is caused to the said Premises (save and except the defects as mentioned above), the Developer shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Purchaser/s and the Purchaser/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.
 - b. Each of the Purchaser/s and/or the said Society shall be liable to maintain, repair, renovate, reconstruct, re-build, on the said Property the electric sub-station, drainage line, electric cables, common water pipeline, or any other common facilities to be used and enjoyed by the occupants of the said building. The liabilities shall arise to do so from the date the Purchaser/s is/are offered the possession or/on obtaining Occupation Certificate of his/her/their said unit and the said building, whichever is earlier. Thereafter, the Developer will not be liable to repair, maintain, renovate, reconstruct or re-build the said common facilities.
 - c. The waterproofing of roof terrace and toilets will be covered by the guarantee furnished by the specialist agency undertaking the treatment who will be responsible to cure any defects for a period of 3 months from the date of completion of the building.
19. The Purchaser shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/show-room/shop not for carrying on any industry. (*strike of which is not applicable) He shall use the stilt/podium or parking space only for purpose of keeping or parking vehicle.
20. The Purchaser along with other Purchaser(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Developer may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Developer within seven days of the same being forwarded by the Developer to the Purchaser, so as to enable the Developer to register the common organisation of Purchaser. No objection shall be taken by the Purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

21. The Developer shall, within 3 months of completion of new buildings, the developer shall forward a list of Purchasers to the existing society 'Punita Flat Owners CHSL', The Society shall admit such persons without charging any premium, transfer fee, etc. and except that the Purchasers shall have to pay for the purchase of requisite number of shares to be held by such purchasers for becoming members of the Society. However, the previous funds available or to be received as per Development agreement, by the existing members from the Developer shall exclusively belong to the existing member. The society is already formed and also the ownership of land is already in the name of the society.

22. Within 15 days after notice in writing is given by the Developer to the Purchaser that the Apartment is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges 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 project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to the Developer such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Developer provisional monthly contribution of Rs. per sq. ft and per month towards the outgoings. The amounts so paid by the Purchaser to the Developer shall not carry any interest and remain with the Developer until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Developer to the Society or the Limited Company, as the case may be.

23. The Purchaser shall on or before delivery of possession of the said premises keep deposited with the Developer, the following amounts :-

- (i) Rs..... for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Rs for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
- (iii) Rs.for 24-month tentative deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- (iv) Rs For Deposit towards Water, Electric, and other utility and services connection charges &
- (v) Rs_____for deposits of electrical receiving and Sub Station provided in Layout

(vi)Rs_____for Development Charges
(vii)Rs_____for Gym charges etc
(viii)Rs_____for legal charges, etc.

In the event of the Purchaser/s making any default in payment thereof regularly as agreed to herein by him/her/them, the Developers will have right to take legal action against the Purchaser/s for recovering the same or cancel the booking/Agreement of Sale.

The Provisional maintenance and Corpus fund and other amounts are interest-free and not refundable and Developers will not be obligated to provide any accounts or statements to the Purchaser/s in respect of the above amounts deposited by the Purchaser/s with the Developers.

After the exhaustion of the amount of maintenance. the Purchaser/s shall be liable to bear and pay the ad-hoc maintenance charges in respect of the said Unit and the Purchaser/s further undertake/s to pay such monthly contribution on or before the 5th day of each month in advance to the Developer as may be determined by the Developer at its sole discretion or to the Society (if the New Building has been handed over); and the Purchaser/s shall not be entitled to withhold the same for any reason whatsoever. It is further agreed that the Purchaser/s will be liable to pay interest @ 2% p.m. to the Developer/the Society for any delay in payment of such outgoings.

The maintenance charges would include inter alia the following (non exhaustive list, excluding municipal and property taxes, water & electricity bills, etc) :

- a) The expenses of maintenance, repairing, redecorating, etc., of the main structures and in particular the gutters and rain water pipes of the Proposed Building, water pipes and electric wires in under or upon the Proposed Building used by the premises/ premises holder/s in common with the other occupiers of premises and the main entrances, internal access roads, recreation grounds/spaces, passages, landings, lift and staircase of the Proposed Building and the Sale Plot and other common areas and amenities as enjoyed by the premises acquirers in common as aforesaid and the boundary walls of the Proposed Building, compounds etc.
- b) The cost of cleaning and lighting the passage, water pump, lifts, servants' toilets, landings, staircases, common lights and other parts of the Proposed Building used by the premises acquirers in common as aforesaid;
- c) The cost of the salaries of certain workers like clerks, accountant, liftmen, watchmen, security guards, pump man, sweepers, drivers, house-keeping charges, etc., and the proportionate salary of certain part time workers like engineers, supervisors etc. their traveling expenses, welfare expenses like tea, coffee etc., the bonus to be given to them etc.;

- d) The cost of maintaining the electrical and mechanical fittings, fire fighting equipments and sewage treatment plant installed in the Proposed Building and of all other environment management facilities to be installed on the Sale Plot;
- e) The cost of working and maintenance of common lights, water pump, lifts, common sanitary units and other services charges;
- f) Premium for insurance of the Proposed Building (if and when taken);
- g) The maintenance charges, cost, expenses and amounts required for maintenance of various common equipment that may be installed in the Proposed Building including interalia street lights, sewer line, storm water drain, water lines, internal roads, garden, civil, mechanical and electrical system installed for reuse of the waste water including sewage treatment plant, firefighting systems, car parking systems, civil, mechanical and electrical system for rain water harvesting, high speed lifts, any layout amenities including internal pathways or roads or paved recreation areas, submersible pumps installed in tank for municipal water and tank for storage of tanker/bore well water, pumps installed for firefighting, tank for municipal water, overhead tank and other water tanks by whatever name called, firefighting system, common electric system (which may be installed for the lights, pumps, equipment, lifts, security system etc.), common plumbing system, common security system and such other expenses as are necessary or incidental for the maintenance and upkeep of the Proposed Building;

The above maintenance charges are only provisional and any excess expenses or charges shall be immediately paid by the Purchaser/s to the Developer, on demand as aforesaid. The decision of the Developer with regard to payment of any of the amounts mentioned herein, and the share and contribution payable by the Purchaser/s, shall be final and binding on the Purchaser/s who shall not, under any circumstances, raise any objection with regard to the same.

24. As per clause 24, The Purchaser shall pay to the Developer a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Developer in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

25. The Purchaser/s shall not at any time demolish or do or cause to be done any additions or alterations of whatsoever nature in the said premises or any part thereof without obtaining prior written permission of the Developers. The Purchaser/s shall keep the said premises walls, partitions, sewers, drains, pipes and appurtenances thereto in good and tenantable repair and condition and in particular the said building so as to provide shelter to and protect the parts of the said building other than his/her/their premises. The Purchaser/s shall not permit the closing of

the niches or balconies or make any alterations in the outside elevations and outside colour scheme of the premises to be allotted to him/her/them.

26. The Developers shall be entitled to alter the terms and conditions of the Agreement

relating to the unsold premises in the said Building of which the aforesaid premises form part and the Purchaser/s shall have no right to object to the same. Unsold Flat/s would not be liable to pay any society charges or maintenance by Developers after possession of new Purchaser/s fully or partly and to members of said Society. All unsold and/or un-allotted flats/units/shops, areas and spaces in the said Building/Property, including without limitation terraces, parking spaces, storage spaces, and service areas shall always belong to and remain the property of the Developer. The Developer shall be at liberty to sell, let, sub-let, assign or otherwise deal with or dispose of in any manner, whatsoever, all unsold and/or un-allotted units, areas and spaces in the said Building/Property including without limitation, terraces, parking spaces, storage spaces and service areas as the Developer may, in its absolute discretion deem fit.

27. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer hereby represents and warrants to the Purchaser as follows:

- a. The Developer 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 Developer 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 in the title report;
- d. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- 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 Developer 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 Developer 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 created herein, may prejudicially be affected;

vi. 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 project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Purchaser under this Agreement;

vii. The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Purchaser in the manner contemplated in this Agreement;

viii. At the time of execution of the conveyance deed of the structure to the association of Purchasers the Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchasers;

ix. The Developer has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Developer in respect of the project land and/or the Project except those disclosed in the title report.

26. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Developer as follows :-

I. GST / new levy of taxes of State or Central Govt. and all other taxes applicable on registration of Agreement of Sale will be paid by the Purchaser/s to the Developer immediately on execution of Allotment / Agreements of Sale. The Purchaser/s agrees and confirms that in the event of delay/default in making payment of the GST, TDS or any such taxes or amounts under this Agreement as called upon by the Developer, then without prejudice to any other rights or remedies available with the Developer under this Agreement, the Developer shall be entitled to adjust the said unpaid tax amount (along with interest payable thereon from the due date till the date of adjustment) against any subsequent amounts received from the Purchaser/s and the Purchaser/s shall forthwith pay the balance amount due and payable by the Purchaser/s to the Developer.

ii. To maintain the Apartment at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the

local authorities, if required. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Developer to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment 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 Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment 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 Apartment without the prior written permission of the Developer and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment 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 Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

vii. Pay to the Developer within fifteen days of demand by the Developer, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Purchaser for any purposes other than for purpose for which it is sold.
- ix. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Purchaser to the Developer under this Agreement are fully paid up.
- x. The Purchaser/s agrees to pay total consideration amount payable under the terms of this Agreement as and when they become due and payable. Further the Developers are not bound to give notice requiring any such payment and the failure thereof shall not be pleaded as an excuse for non payment of any amount or amounts due on the respective due dates or events.
- xi. Brochures, Pamphlets, Literature, showing Gardens, Open Space, Recreation Area or any other details in the said Plans and/ or in the Brochure, Pamphlets or otherwise, are based on Plans approved by the concerned Authority/ies. Notwithstanding anything contained under this Agreement, in case of any conflict with the details provided in Brochures, Pamphlets, Literature and/ or Plans and in this Agreement, the provisions of this Agreement shall prevail. The Purchaser/s confirms and consents that the Purchaser/s have purchased the said Unit solely on the basis of the terms and conditions and representations made in this Agreement and nothing contained in any brochures, pamphlets, literature or any other material shall be binding on either Party and this Agreement supersedes all earlier documents, letters, brochures and/or oral/written representations whatsoever. No additions, deletions, amendments, alterations and/or modifications to/of any of the terms, conditions, stipulations or provisions of this Agreement, shall be valid, binding on or enforceable against either Party, unless the same are recorded in writing and signed by or on behalf of the Parties, as supplemental hereto
- xii. The Purchaser/s agree/s and undertake/s, that without the prior written consent from the Developer, the Purchaser/s shall not be entitled to sell, transfer, let, sub-let, or give on leave and license, and/or assign / convey and/or part with possession of the said Premises or any part/ portion thereof and/or deal with or dispose of his/her/their/its interest in the said Premises including his/her/their/its right, title and interest and/or benefit under the said Agreement or any part thereof to any person/s, company etc. till all his/her/their/its dues of whatsoever nature under this Agreement, owed to the Developer, are fully paid and also subject to the Purchaser/s not being guilty of any breach of or non-compliance of any of the terms and conditions of this Agreement.

PROVIDED HOWEVER the Developer shall be entitled to the follows

A right of first refusal to the said Premises as well as the Purchaser/s' right(s), title and interest under this Agreement ("ROFR")

Which shall be exercised in the following manner:-

The Purchaser/s shall address a letter ("Offer Letter") to the Developer stating therein (i) the name and address of the proposed transferee (ii) the proposed sale consideration (such sale consideration shall be denominated in rupees i.e. INR) and hereinafter referred to as "Offer Price"), including the proposed amount and consideration and terms and conditions offered by such proposed transferee, (iii) the date of consummation of the proposed sale, (iv) a representation that the proposed transferee has been informed of the terms this Agreement and in particular, the terms embodied into this clause. The Offer Letter shall include a calculation of the fair market value of the said Premises and an explanation of the basis for such calculation. In the event the Developer wishes to exercise the ROFR upon the said Premises, the Developer shall, at its sole option, be entitled to purchase the said Premises under the Offer Letter at the Offer Price, in which case, the Developer shall address a letter to the Purchaser/s within a period of 7 (seven) working days from the date of the receipt of the Offer Letter ("Notice Period") informing the Purchaser/s of the Developer's intention to purchase /acquire the said Premises ("Acceptance Letter"), and till the receipt of the Acceptance Letter the Purchaser/s shall not proceed with the sale/transfer of the said Premises. Upon issuance of the Acceptance Letter, the Purchaser/s shall be bound to sell and/or transfer the said Developer to the Developer or such persons/entities nominated by the Developer at the Offer Price. Alternatively the Developer may, in its sole discretion, permit the Purchaser/s to transfer the benefits of this Agreement in favour of any other intending transferee prior to receipt of the entire Purchaser/s Price, subject however to the payment of transfer premium by the Purchaser/s and/or such intending transferee to the Developer at the rates as may be decided by the Developer in its sole discretion, and thereafter such intending transferee will be bound by the terms and conditions of this Agreement, including obligation to make payment of balance instalments of the Purchase Price and also all other costs, charges, expenses and monies payable under this Agreement. All costs towards payment of stamp duty, registration charges and other incidental costs/charges payable for the execution of such an assignment/transfer agreement shall be borne by the Purchaser/s and the intending transferee alone and a copy of the duly executed agreement shall be furnished to the Developer within 15 (fifteen) days from the date of registration of the assignment/transfer agreement. The Purchaser/s undertake to ensure that the intending transferee shall abide by the terms and conditions of this Agreement and that such intending transferee shall be subject to compliance of the terms and conditions of this Agreement.

- xiii. To maintain the aesthetics of the Real Estate Project and to ensure the quiet and peaceful enjoyment by all the Purchaser/s/occupants therein Purchaser/s agree:

- i. Not to affix any fixtures or grills on the exterior of the Real Estate Project for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Premises. The Purchaser/s may fix grills on the inside of the windows. The standard design for the same shall be obtained by the Purchaser/s from the Developer and the Purchaser/s undertake(s) not to fix any grill having a design other than the standard design approved by the Developer. If found that the Purchaser/s has/have affixed fixtures or grills on the exterior of his/her/their premises for drying clothes or for any other purpose or that the Purchaser/s has/have affixed a grill having a design other than the standard approved design, the Purchaser/s shall forthwith become liable to pay a sum of Rs.1,00,000/- (Rupees One Lakh only) to the Developer. Out of the said sum of Rs. 1,00,000/- (Rupees One Lakh only), the Purchaser/s shall forthwith pay such amount as may be determined by the Developer to enable the Developer to rectify the same to be in compliance with design approved by the Developer and carry out repairs to the damages that has been caused to the Real Estate Project because of the fixtures and/or grills or otherwise, and the Purchaser/s shall forthwith hand over the balance amount to the Developer. Upon handover to the Society the Developer shall hand over such balance amount to the Society exclusive of any interest thereon, and the same shall be reflected in the account/s of the Purchaser/s with the Society and if the Purchaser/s does/do not pay the aforesaid sum, the same shall be shown as amounts outstanding and due from the Purchaser/s to the Society in the Society's account.
- ii. Not to install a window air-conditioner within or outside the said Premises. If found that the Purchaser/s has/have affixed a window air conditioner or the outdoor condensing unit which projects outside the said Premises, the Purchaser/s shall forthwith become liable to pay a sum of Rs.1,00,000/- (Rupees One Lakh only). Out of the said sum of Rs.1,00,000/- (Rupees One Lakh only), the Purchaser/s shall forthwith pay such amount as may be determined by the Developer to enable the Developer to rectify the same to be in compliance with design approved by the Developer and carry out repairs to the damages that has been caused to the Real Estate Project because of the installation of a window air-conditioner or the outdoor condensing unit or otherwise, and the Purchaser/s shall forthwith hand over the balance amount to the Developer. Upon handover to the Society , the Developer shall hand over such balance amount to the Society exclusive of any interest thereon, and the same shall be reflected in the account/s of the Purchaser/s with the Society and if the Purchaser/s does/do not pay the aforesaid sum, the same

shall be shown as amounts outstanding and due from the Purchaser/s to the Society in the Society's account.

- iii. Not to display/permit to be displayed at any place in/upon the Real Estate Project and/or the Larger Property or any part thereof including on any construction thereon, any bills, posters, hoardings, advertisement, name boards, signboards including neon and illuminated, placards, posters, notice, advertisement, name plate, sign, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever. The Purchaser/s shall not stick or affix pamphlets, posters or any paper on the walls of the Real Estate Project or common area therein or in any other place or on the window, doors and corridors of the Real Estate Project. If the Purchaser/s or members of the Purchaser/s family or any servant or guest of the Purchaser/s commits default of this sub-clause then the Purchaser/s shall immediately take remedial action and shall also become liable to pay a sum of Rs. 10,000/- (Rupees Ten Thousand Only) to the Developer on each occasion on which the Purchaser/s or any members of the Purchaser/s family or any servant or guest of the Purchaser/s commit(s) default of this sub-clause. Upon handover to the Society, the Developer shall hand over such amounts to the Society exclusive of any interest thereon and the same shall be reflected in the account/s of the Purchaser/s with the Society and if the Purchaser/s does/do not pay the aforesaid sum, the same shall be shown as amounts outstanding and due from the Purchaser/s to the Society in the Society's account.
- iv. Not to, in any manner, enclose any flower beds/planters/ledges/pocket terrace/s/deck areas and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Premises and shall keep the same unenclosed at all time.
- v. Not to raise any objection and or claims about the unavailability of supply of water from MCGM and shall not raise any objection and/or claims regarding liability to bear and pay for alternate arrangements for water supply through tankers made for his/her/their convenience. The Purchaser/s acknowledge(s) that the water connection from the MCGM shall be subject to availability and the rules, regulations and bye laws of the MCGM and agree not hold the Developer responsible for the same. The Purchaser/s is/are aware that alternate arrangements for water supply through tankers will be made for the Purchaser/s' convenience. Expenses incurred for the same will be charged in the maintenance bill till the MCGM water connection is received.

- vi. Not to obstruct/close the drain out points of the aluminum window tracks while laying the flooring materials, in order to avoid any water seepage and retention in the slab.
- vii. Not to do any act, deed, matter or thing during the course of fit-out/furnishing the said Premises resulting in leakage/damage to the said Premises or other flats/premises in the Real Estate Project or its common passages, staircases etc. and shall be responsible to make good such leakages, damages (if any caused) entirely at his/her/their costs and expenses.
- viii. Not to, make any structural/internal masonry/dummy flooring/plumbing changes in any manner whatsoever.
- ix. Shall on completion of the fit-outs of the said Premises, submit to the Developer without delay a completion letter stating therein that the fit-outs of the said Premises have been carried out in accordance with the approved plans.
- x. The Purchaser/s agree(s) and covenant(s) that, the entry and exit points and access to the Real Estate Project shall be common to all other Purchaser/s, users and occupants in the Whole Project and on the Larger Property including to access all other buildings, towers and structures in the Whole Project and on the Larger Property. The Purchaser/s agree(s) and covenant(s) to not demand any separate independent access and/or entry/exit point exclusively for himself/herself/themselves and/or any other Purchaser/s, users and/or occupants in the Real Estate Project. Further, the Purchaser/s also agree(s) and confirm(s) that the Non-Residential Component including their respective amenities may have entry and exit points and access in common with other Purchaser/s in the Whole Project and/or may have independent and exclusive entry and exit points and access that shall not be usable by the Purchaser/s and that shall be retained by the Developer and not conveyed to the Apex Body and the Purchaser/s has/have no objection to such arrangement.

To observe and perform all the terms and conditions and covenants to be observed and performed by the Purchaser/s as set out in this Agreement (including in the recitals thereof). If the Purchaser/s neglects, omits or fails to pay for any reason whatsoever to the Developers the amounts payable under the terms and conditions of this Agreement (whether before or after the delivery of the possession) within the time specified for the payment thereof or if the Purchaser/s shall in any other way fail to perform or observe any of covenants and stipulations herein contained or referred to the Developers shall be entitled to re-enter upon and resume possession of the said premises and everything whatsoever therein and this Agreement shall cease and stand terminated. The Purchaser/s herein agrees that on the Developers re-entry on the premises as aforesaid all the right, title, and interest of and Purchaser/s in the said premises and under this Agreement shall cease and the Purchaser/s shall also be liable for immediate ejectment as a trespasser. The

Purchaser/s shall thereupon cease to have any right or interest in the said premises.

xi. The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xii. The said Property has vested in the Society by virtue of Deed of Conveyance cum Agreement for Grant of Development Rights dated 21st February 2014 and M/S. LAKSHACHANDI COLUMBIA CORPORATION are the Developer.

xiii. The Purchaser shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a bcc of the project land on which the building in which Apartment is situated is issued, the Purchaser shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

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 Apartments or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Developer until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

28. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Developer executes this Agreement he shall not mortgage or create a charge on the *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 Purchaser who has taken or agreed to take such Flat.

29. BINDING EFFECT

Forwarding this Agreement to the Purchaser by the Developer does not create a binding obligation on the part of the Developer or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 7 (seven) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer. If the Purchaser(s) fails to execute and deliver to the Developer this Agreement within 7 (seven) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall not be obligated but will serve a notice to the Purchaser for rectifying the default, which if not rectified within 7 (seven) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

30. ENTIRE AGREEMENT

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

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

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

32. SEVERABILITY

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.

33. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the [Apartments/Plots] in the Project.

34. FURTHER ASSURANCES

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

35. PLACE OF EXECUTION

The Purchaser/s will lodge this Agreement for Registration with Sub-Registrar of Assurance at Bombay/Mumbai and the Developers or their Registered Power of Attorney Holder will attend the Sub-Registrar and admit execution thereof after the Purchaser/s inform them of the number under which it is lodged for Registration by the Purchaser/s. All letters, circulars, receipts and/or notices issued by the Developers dispatched under Certificate of Posting to the address known to them of the Purchaser/s will be a sufficient proof of the receipt of the same by the Purchaser/s and shall completely and effectually discharge to Developers. For this purpose, the Purchaser/s has given the following address:

36. The Purchaser and/or Developer shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Developer will attend such office and admit execution thereof.

37. That all notices to be served on the Purchaser and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Developer by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Purchaser
(Purchaser’s Address)
Notified Email ID:_____

M/s Developer name
(Developer Address)
Notified Email ID: _____

It shall be the duty of the Purchaser 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 Purchaser, as the case may be.

38. JOINT PURCHASERS

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

39. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser.

40. Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settle 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.

41. GOVERNING LAW

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 in Mumbai will have the jurisdiction for 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
Description of the freehold/leasehold land and all other details

Flat number_on proposed new building development called “Punita” on All that piece or parcel of land or ground containing by admeasurements Gross plot area of 1437.90 sq. meters being the part or portion of a bigger piece or parcel of land bearing Malad Old Survey No.120 part, formerly known as field Bhutan No.3, which has corresponding new Survey No.120 and containing by admeasurements 1437.90 sq. meters or thereabouts as per Property Cards bearing No.432 and 432 (1 to 8) (due to road widening from time to time and due to the reasons not known, after taking actual measurement of the said land, area of the said land is measured 1437.90 sq. meters only. Hence for all the purposes of this Agreement, accepted measurement of the area of the said land is 1437.90 sq. meters only) and situate lying and being at Malad, Taluka Borivali, Registration Sub District of Bandra and Registration District of Bombay Suburban, and bounded

- | | |
|-------------------------|---|
| on or towards the East | : By the property bearing CTS No.433 and 434B/2 |
| on or towards the South | : By the property bearing CTS No.431 |
| on or towards the West | : By the Swami Vivekananda Road |
| on or towards the North | : By property bearing CTS No.434 D |

Second Schedule Above Referred to

Here set out the nature, extent and description of common areas and facilities.

LIST OF AMENITIES AND SPECIFICATIONS

Sr. No.	Project Amenities
1.	Entrance Lobby Exquisitely Designed In Italian Marble
2.	Lift, Lobby And Landings
3.	Corridors
4.	Staircase And Staircase Landings
5.	High Speed Elevators – 2 x High Speed Automatic Branded Passenger Lifts (Eros or Otis or Thyssen equivalent) 2 x Car Lifts And 1 x Fire Evacuation Fire Lift
6.	Yoga / Activity Room/ Gymnasium (Subject to Membership Availment)*

Sr. No.	Project Specifications
1.	Superior Quality R.C.C. Framed Structure
2.	All Internal Walls Are With Gypsum Plastering
3.	Ceramic Tiles/Vitrified Tiles For Living, Dining, Kitchen And All Bedrooms , Bathroom Flooring And Dado - Kajaria Or Rak Or Johnson Or Nitco Or Equivalent. European W.C. With Flush Tank/Valve Etc. Toto or Kohler or Grohe or Jaquar or equivalent
4.	Kitchen Platform With Stainless Steel Sink
5.	Powder Coated/ Anodized Aluminium Windows
6.	Main Entrance Door Finished In Laminate/Veneer.
7.	Paints Internal: Plastic/Lustre Paint
8.	Fire Resistant Electrical Wires Of Good Quality, Branded Electrical switches - MK or Legrand or Schneider or Anchor or equivalent

SIGNED AND DELIVERED BY THE WITHIN NAMED

Purchaser: (including joint buyers)
(1)
(2)
At on
in the presence of WITNESSES:

1. Name
Signature

2. Name _____
Signature _____
SIGNED AND DELIVERED BY THE WITHIN NAMED
Developer:

(1)
(Authorized Signatory) WITNESSES:
Name
Signature _____
Name
Signature

Note – Execution clauses to be finalised in individual cases having regard to the constitution of the parties to the Agreement.

SCHEDULE ‘A’

PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND THE STILT/OPEN PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

Description Of The Said Flat	Flat No.[●] On The [●] Floor Of Building Known As “PUNITA APARTMENTS BY LAKSHACHANDI” Being The Real Estate Project On Land Parcel As Described In The First Schedule Above.
Carpet Area Of The Said Premises As Per RERA	Admeasuring About [●]Square Metres (Approximately [●] Square Feet) (Rera Carpet Area)
Car Parking Space/S	Together With () Stack Car Parking Space/S No. _____,_____On The_____Podium Level Of The Building Situated On Property Described In The First Schedule Above.
Bank Account Of The Developer	Lakshachandi Columbia Corporation Account No: IFSC: Bank And Branch:
Contact Details	 Purchaser/s Email Address: Purchaser/s Phone Number:
PAN	Developers PAN: Purchaser/s pan:

SCHEDULE ‘B’
FLOOR PLAN OF THE APARTMENT

ANNEXURE – A
Name of the Attorney at Law/Advocate,
Address :
Date :
No.
RE. :

Details of the Title Report
The Schedule Above Referred to
(Description of property)
Place:
Datedday of 20.....
(Signed)
Signature of Attorney-at-Law/Advocate