

To,

Dear Sir,

Re: Allotment of residential Flat No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. ft carpet area on the \_\_\_\_\_ floor in the Building known as “GURU RAMDAS NIWAS” situate at D.P. Nagar, North Avenue Road, Santacruz (west), Mumbai – 400 054.

- 1.1. This is to record that at your request we have agreed to reserve and allot to you, on ownership basis, one residential Flat No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. ft carpet area on the \_\_\_\_\_ floor (**“the said Flat”**) in the proposed multi-storied building named as **“Guru Ramdas Niwas”** (**“the said Building”**) proposed to be constructed on land bearing Plot No.12 in the society known as Dhan Pothan Nagar bearing CTS No.396/10 and Survey No.406, 414, 415 of Village Bandra situate at D.P. Nagar, North Avenue Road, 16<sup>th</sup> Road, Santacruz (west), Mumbai – 400 054 in the Registration District and Sub-District of Mumbai City and Mumbai Suburban (**“the said Property”**). Tentative Plan of said Flat as annexed as Annexure “A”.
- 1.2. The carpet area of the said Flat is \_\_\_\_\_ square meters and “Carpet Area” means the net usable floor area of the said Flat, excluding an area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee or verandah area and exclusive open terrace are appurtenant to the said Flat for exclusive use of the Purchaser, but includes the areacovered by the internal partition walls of the said Flat.

The above reservation has been made in your favour subject to the following terms and conditions:

1. You have perused and satisfied yourself as regards our title to develop the aforesaid property and have perused copies of the various permissions sanctioned by the concerned authorities for the proposed development.
2. We as the Developer have registered the project in respect of said Property under the provisions of RERA Act 2017 as the Real Estate Regulatory Authority under No. \_\_\_\_\_ on \_\_\_\_\_, authenticated copy whereof is attached herewith as Annexure “B” herein.

- 3.1 The total consideration payable by you in respect of the said Flat is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) (“**Total Consideration**”). The consideration shall be exclusive of G.S.T., stamp duty, registration charges and other statutory charges in respect of the said Flat and shall be paid as follows:

|                                        |               |
|----------------------------------------|---------------|
| On or before execution of this writing | : Rs. _____/- |
| Within 30 days                         | : Rs. _____/- |
| On Completion of Plinth                | : Rs. _____/- |
| On Completion of First Slab            | : Rs. _____/- |
| On Completion of Second Slab           | : Rs. _____/- |
| On Completion of Third Slab            | : Rs. _____/- |
| On Completion of Fourth Slab           | : Rs. _____/- |
| On Completion of Fifth Slab            | : Rs. _____/- |
| On Completion of Sixth Slab            | : Rs. _____/- |
| On Completion of Seventh Slab          | : Rs. _____/- |
| On Completion of Eighth Slab           | : Rs. _____/- |
| On Completion of Ninth Slab            | : Rs. _____/- |
| On Completion of Tenth Slab            | : Rs. _____/- |
| On Completion of Eleventh Slab         | : Rs. _____/- |
| On Completion of Twelfth Slab          | : Rs. _____/- |
| On Completion of Thirteenth Slab       | : Rs. _____/- |
| On Completion of Fourteenth Slab       | : Rs. _____/- |
| On Completion of Terrace Slab          | : Rs. _____/- |
| On Completion of Brick Work/Plaster    | : Rs. _____/- |
| On Possession                          | : Rs. _____/- |
|                                        | =====         |
|                                        | Rs. _____/-   |
|                                        | =====         |

- 3.2 We confirm having received a sum of Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) as and by way of earnest money towards the allotment of the said Flat out of the total Consideration alongwith service tax. The balance consideration alongwith GST and other statutory charges will be paid as per the progress of work. The time for payment of each of the installments is of the essence. In addition to the aforesaid installments, you shall simultaneously therewith also be liable to bear and pay GST, service tax and/or other taxes and charges on the said installments as may be applicable.

- 3.3 The Developer shall confirm the final carpet area that has been allotted to the Purchaser after construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Developer shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1.2 of this Agreement.
- 3.3 In case you opt to pay the consideration through loan and subsequently the loan is not granted or delayed for any reason whatsoever, the consideration shall be paid by you as per schedule of the Agreement for Sale. However, non-release of bank loan on delay in disbursement of loan to you shall not be a ground for delay in making payment as per the payment schedule. The payment schedule shall not be altered in such a contingency. In case of any delay in payment as aforesaid you shall be liable to pay to us the interest at the rate as per RERA Act, 2016 on such delayed/unpaid amount from the due date of such payment till date of such payment is made together with interest as stated hereinabove.
4. It is agreed that time as to payment of any sums payable under this writing is the essence of the contract and in the event of your failing to make payment of any of the installment(s) or any other sums as setout herein including GST, Service Tax, VAT etc., we shall be entitled to terminate and/or cancel the reservation of the said Unit and forfeit the aforesaid earnest money of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) after giving you 15 days prior notice in writing in respect thereof and refund the balance, if any, to you. Thereafter, we shall be at liberty to deal with the said Unit in such manner as we may deem fit without any recourse or reference to you whatsoever. However, notwithstanding anything contained herein and without prejudice to all other rights and remedies available in law, all overdue payments shall bear interest at the rate as per RERA Act, 2016 i.e. State Bank of India highest Marginal cost of lending rate plus 2%.

5. The Purchaser has/have prior to the execution of this agreement satisfied himself/herself/themselves about the title of the developer to the said Property described in the First Schedule hereunder written and the Purchasers shall not be entitled to further investigate the title of the Developer and no requisition or objections shall be raised upon any matter relating thereto. A copy of the Certificate of Title given by \_\_\_\_\_, Advocate and Solicitors is hereto annexed and marked Annexure "C".
6. Possession of the said Flat shall be handed over after the completion of the proposed Building and on obtaining the necessary Occupation Certificate in respect thereof.
7. At the time of being handed over possession of the said Flat, duly completed in all respects, you shall pay to us your proportionate share in the development charges, 12 months maintenance charges and outgoings in advance, legal expenses and charges for formation of common organization and share money and entrance fee etc.
8. Commencing a week after notice in writing is given offering possession of the said Unit to you, you will be liable to pay all outgoings, taxes, water charges, electric charges, cess etc. levied by the concerned authorities and maintenance/ charges, payment of service line charge of BEST, legal charges, in respect thereof, irrespective of the fact, whether possession of the said premises has been taken or not.
9. We have to further inform you that the detailed terms and conditions of the allotment shall be incorporated in the printed Agreement for Sale which shall be As per the provision contained in Real Estate (Regulation and Development Act 2016 with Maharashtra Rule 2017 and you have agreed to execute the formal Agreement for Sale immediately upon being called upon to do so. As may be mutually decided between us at the appropriate time, we shall enter into a printed Agreement for Sale of the said Flat. You have also agreed to sign any other writing or writings and all necessary forms and papers for the purpose of becoming the member of the society and observe all rules and regulations of the Bye-laws of the society formation and registration of the proposed common organization as may be executed by other purchasers in the said Building.
10. On completion of the construction of the said Building, we shall at our option form a condominium/company/ society or such other association of the purchasers

of flats in the said Building proposed to be constructed (“**the said Association**”) and you have agreed to become a member of the said Association. You have also agreed to sign any other writing or writings and all necessary forms and papers for the purpose of formation and registration of the said Association. You will observe the rules and regulations that may from time to time be framed by us for the purpose of management of the said Building and the bye-laws, rules and regulations of the said Association and amendments and modifications thereto from time to time.

11. You have agreed and consented that in the event of any additional FSI being available in future by way of residual FSI and/or TDR FSI or by whatever name called then in that event we shall be entitled to put up additional construction on the said Property and/or on the said Building.
12. We shall be entitled to vary and modify the plans in respect of the proposed Building as may be required by the concerned authority/ies without prejudicing the area and location of the said Flat.
13. You shall use the said Flat or any part thereof only for residential purposes and for no other purpose unless permitted by the concerned authority/ies.
14. You agree and confirm that we shall have the right to raise finance / loan from any financial institution / bank by way of mortgage / charge / securitization of receivables of the said Unit against security of the said Property (subject to your rights to the said Unit).
15. You have confirmed that you shall be responsible to bear and pay and/or reimburse to us as the case may be, all statutory taxes, dues, levies and duties by whatever name called and/or of whatsoever nature including but not limited to G.S.T. levied/charged by the State and/or Central Government or any other competent authority in respect of this transaction.
16. We shall have unqualified and unfettered right to (i) sell on ownership basis residential Flat in the said building and (ii) allot car-parking spaces in the said Building or dispose off the same in any manner as we may deem fit and proper.
17. You have confirmed that irrespective of any disputes which may arise between us, you shall punctually pay all installments of Total Consideration, amounts, contributions, deposits and shall not withhold any payment for any reason whatsoever.

18. You shall be entitled to sell, transfer and assign the benefits arising hereunder to any person subject to you first having paid the entire consideration and cleared all your dues under this Letter of reservation (including interest on delayed payments) and further subject to your having obtained prior written consent from us .
19. You have also agreed to bear and pay the cost, charges & expenses and Stamp Duty and Registration charges payable on the Agreement for Sale to be executed in pursuance hereof and on all documents to be executed in pursuance to this writings and proportionately on Deed of Lease and/or other vesting document of the property in favour of the Association which may be formed.
20. All the aforesaid terms and conditions are applicable and binding upon your respective nominees/legal heirs, executors, successors and assigns.

Please confirm your acceptance of the aforesaid terms and conditions by signing and returning to us a duplicate copy of this writing.

Yours faithfully,

For **A.P.PROPERTIES**

I/WE confirm the above,

**PARTNER**

ARTICLE OF AGREEMENT made and entered into at Mumbai this  
\_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_

BETWEEN

I. M/s. A.P. PROPERTIES a Partnership governed by the provision of the Indian Partnership Act, 1932 and having its administrative office at 202, Orion, 2<sup>nd</sup> Floor, Nehru Road, Santacruz (East), Mumbai – 400 055, herein referred to as “THE DEVELOPERS” [which expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include the said firm as also its present partners AS ALSO THE Partners for the time being and from time to time constituting the said firm, the survivor/s of them and the heirs, executors, administrators, and legal representatives of the last survivor as also the permitted assign it be repugnant to the context or meaning thereof, mean and include its successors and assigns] of the ONE PART:

AND

II. SHRI/SMT/M/S. \_\_\_\_\_,  
\_\_\_\_\_, Indian Inhabitant/s  
of Mumbai, residing at \_\_\_\_\_,  
\_\_\_\_\_,  
hereinafter referred to as “THE PURCHASER/S” (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her heirs, executors, administrators, its successors and assigns) of the OTHER PART :

W H E R E A S :

- a. Vide an Indenture of Conveyance dated February 29, 1960 Mr. Nariman Kalkhushru, Rustom Avdeshen Gagrati and Adl. Cooverji Gazdar as executors

and trustees of Aimal Cooverji Trust and six (6) others conveyed in favour of Mr. Sardar Sujan Singh Bhishansingh Chandok (“Original Owner”) all that piece and parcel of land admeasuring 660.5 square yards equivalent to 552.2 square meters bearing Plot No. 12, corresponding to CTS no. G/396/10 of Gazdar Private Scheme, Village Bandra (West), and lying and being at D.P. Nagar, North Avenue Road, Santacruz (West), Mumbai – 400 054 (hereinafter referred to as “the said Plot”).

- b. On the said Plot there exists a bungalow comprising of ground and 3 (three) upper floors and 2 (two) garages known as “Guru Ramdas Niwas” (“Existing Structure”) (the said Plot and the said Existing Structure described and more particularly mentioned in the First Schedule hereunder written and are hereinafter collectively referred to as “the said Property”).
- c. The said Original Owner died sometime in October 1976 leaving behind his will in which he bequeathed the said property in the name of his three (3) sons Mr. Manjit Singh Chandhok, Mr. Daljit Singh Chandok and Mr. Harmohan Singh Chandhok. Accordingly the names of Mr. Manjit Singh Chandhok and Mr. Daljit Singh Chandhok and Mr. Harmohan Singh Chandhok have been brought on records on PR Card and all revenue records. A copy of the PR Card is annexed hereto as Annexure – “C”.
- d. Vide a Trust Deed dated March 12, 1977 made and executed by Mr. Manjit Singh Chandhok as the Settlor therein, Mr. Manjit Singh Chandhok transferred his 1/3<sup>rd</sup> undivided share, right, title and interest into and upon the said Property (Manjit’s share) to the Chandhok Family Trust for the benefit of Mrs. Rabinder Kaur Chandhok (wife of Mr. Amarjit Singh Chandhok) and appointed Mr. Amarjit Singh Chandhok as the trustee of Manjit’s Share in the said Property with power to hold Manjit’s Share in the said Property for the benefit of Mrs. Rabinder Kaur Chandhok and also executed a power of Attorney in favour of Mr. Amarjit Singh Chandhok to enable him to release Manjit’s Share in the said Property in favour of Mrs. Rabinder Kaur Chandhok.
- e. Subsequently, vide a Release Deed dated April 25, 1978 Mr. Amarjit Singh Chandhok by virtue of the Power of Attorney and as trustee of Chandhok Family Trust, released and transferred Manjit’s Share in the said Property unto and in favour of Mrs. Rabinder Kaur Chandhok. The aforesaid Release



Deed dated April 25, 1978 was registered vide a Deed of Confirmation dated May 11, 2010 with the Sub-Registrar of Assurances at Bandra under Serial No. BDT-4-08013-2010.

- f. Under the circumstances, the Owners become the absolute owner of the said property and fully entitled to develop the said property by construction of multistoreyed new building by utilizing the FSI of the property as well as further FSI available by loading TDR FSI and fungible FSI as per Development Control Regulation Act, 1991.
- g. Under Development Agreement dated 25<sup>th</sup> September, 2014 entered into between Owners [1] Mr. Harmohan Singh Chandhok , [2] Mr. Rabinder Kaur Chandhok and [3] Mr Daljit Singh Chandhok as the Owners of the One Part and Developer herein as the Developers of the Other Part, The Owners have granted the Development right in respect of the said plot in favour of the Developer herein on the terms and conditions contained therein. The said Development Agreement is duly stamped and Registered with Sub-Registrar of Assurance under No. BDR/15-8214/2014 on 25.9.2014.
- h. The Developer has appointed Mr. Girish A Bhagtani as Architect for the said new building to be constructed on the said property.
- i. The Developer are constructing a New Building comprising Ground, stilt and 13 (Thirteen) upper floor consisting of car parking space in the stilt and flats on the 1<sup>st</sup> to 13<sup>th</sup> floors [hereinafter referred to as “the said New building”] on the said property through the Architect Mr. Girish A Bhagtani and have received the Intimation of Disapproval (IOD) under No. CHE/WS/1323/H/337 (New) dated 23.12.2014 from MCGM in respect of said new building copy annexed hereto as Annexure “A”. Under the said Development Agreement the Owners and Developer have allocated their areas coming to their respective shares.
- j. Copy of the Certificates of Title issued by Manthan Unadkat Advocates and Solicitors, Copy of Property Card in respect of the said Property and the copy of the Plan in respect of the said Premises and Building are hereto annexed and marked Annexure – “B”, “C” & “D” respectively.

- k. The Purchaser/s has/have seen the Building Plans in respect of the said new Building as at present envisaged and approved by the Municipal Corporation of Brihanmumbai as aforesaid.
- l. The said new Building constructed on the said property by the Developer is to be known as "Guru Ramdas Niwas" and that name will not be changed.
- m. The Purchaser/s has/have agreed to purchase and the Developer has agreed to sell to him/her/them Flat No. \_\_\_\_ on the \_\_\_\_\_ floor of the building known as " Guru Ramdas Niwas " constructed on the said Property, hereinafter referred to as "the said Premises" which the Developer has agreed to at or for the price and on the terms and conditions hereinafter appearing.
- n. AND WHEREAS the Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_, authenticated copy whereof is attached herewith as Annexure herein.
- o. The Purchaser/s has/have demanded from the Developer and the Developer has given inspection to the Purchaser/s of all the documents of title relating to the said Property, the Plans, designs and specification prepared by the Developer's Architect and such other documents as are specified under the Maharashtra Ownership Flats (Regulations of the Promotion of Construction, Sale Management and Transfer) Act, 1963 (herein referred to as "the said Act") and the Rules made thereunder.
- p. The Developer is entering into separate agreements with several other persons and parties for sale of flats/car parking spaces and other premises in the said new Building.
- q. The said premises are purchased by the Purchaser for the purpose of residential use.
- r. It is necessary to execute this Agreement.

NOW IT IS HEREBY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The foregoing recitals shall be treated as forming an integral part of the operative portion of this Agreement and this Agreement shall be read, understood and construed accordingly.
2. The Developers have commenced the construction of multistoried Building on the property, more particularly described in the First Schedule hereunder written known as “Guru Ramdas Niwas” comprising of Ground Floor, Stilt, and 13 (Thirteen) upper floors [herein referred to as the said new Building] containing flats and car parking spaces on the said property bearing Plot No. 12, Corresponding to CTS No. G/396/10 admeasuring 660.5 square yards equivalent to 552.2 square meters, Village Bandra (West), lying and being at D.P. Nagar, North Avenue Road, Santacruz (West), Mumbai - 400 054 together with a bungalow standing thereon known as “Guru Ramdas Niwas” comprising of ground and Three upper floors and Two garages within the limits of Bombay Municipal Corporation in the Registration District and Sub-District of Bombay City and Suburban and particularly described in the First Schedule hereunder written hereinafter referred to as “the said Property”. The said Property is delineated in red colour boundary line on the plan hereto annexed as Annexure – “A” by utilising the FSI of the said property as well as FSI of other property by purchase loading of TDR FSI as per the Development Control Regulations 1991, as also Fungible FSI permitted for construction by MCGM on payment of premium.
3. The said new Building to be constructed by the Developer in accordance with the Building Plans prepared by the Architect, Mr. Girish A Bhagtani and sanctioned by the Concerned Authorities as aforesaid with such modifications and/or amendments thereto and have obtained the IOD from MCGM copy annexed here is as Annexure “A”
4. The sanctioned Building Plans from the Concerned Authorities in respect of the said new building will remain open for inspection on all working days during office hours at 202, Orion, 2<sup>nd</sup> floor, Nehru Road, Santacruz (East), Mumbai 400 055
5. The Purchaser/s has/have prior to the execution of this Agreement satisfied himself/herself/themselves about the title of the Developer to the property described in the First Schedule hereunder written and the Purchaser/s shall not be entitled to further investigate the title of the Developer and no requisition or objections shall be raised upon any matter relating thereto. A copy of the Certificate of Title given by

M/s. Manthan Unadkat, Advocate & Solicitors is hereto annexed and marked Annexure “B”.

6(a) The Purchasers hereby agreed to purchase from the Developer and the Developer hereby agreed to sale to the Purchasers a Flat No. \_\_\_\_\_ on the \_\_\_\_\_ Floor admeasuring \_\_\_\_\_ square feet carpet area (inclusive of Balcony area in the building known as “Guru Ramdas Niwas” for the lumpsum consideration of Rs. \_\_\_\_\_/- [Rupees \_\_\_\_\_ Only] hereinafter referred to as “the said Flat” which includes the proportionate amount of common areas and facilities appurtenant to the flat. The nature extent and description of the common/limited area and facilities are more particularly described in the Third Schedule.

6(b) The Developer agrees to allot to the Purchaser \_\_\_\_\_ parking spaces in the building known as “Guru Ramdas Niwas” along with the said flat.

6(c) The total aggregate consideration amount for the Flat including parking spaces is thus Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) subject to 1% TDS at source u/s.194 1A of Income Tax Act, 1961.

6(b) The said flat and the said common area hereinafter referred to as “the said Premises” and more particularly described in the Second Schedule hereunder written and delineated in red colour boundary line on the plan hereto annexed as Annexure – “D”.

7(a) The consideration amount stated 6 (c) of Rs. \_\_\_\_\_/- [Rupees \_\_\_\_\_ Only] is fixed on lumpsum basis which is agreed and accepted by the parties hereto and neither party will be entitled to challenge the same in any court and/or before any authorities on any account.

7(b) The carpet area of the said Premises is \_\_\_\_\_ square feet inclusive of the enclosed balcony. The percentage of undivided interest of the said Premises in the common areas and facilities of the said new Building to be constructed on the said property more particularly described in the Third Schedule hereunder written. The

aforesaid percentages are tentative and liable to be increased or decreased in the event of there being changes in the building Plans in respect of said new building.

7(c) It is expressly agreed by the Purchaser with the Developer that the consideration amount as stated in [6-(a)] payable by the Purchaser to the Developer is restricted to the sale of said premises only and include proportionate share in the common area more particularly described in the Third Schedule hereunder written but does not include restricted common area which are more particularly described in the Fourth Schedule hereunder written and under No circumstances the Purchaser will be entitled to make any claims on such restricted common area and the Developer alone will be entitled to deal/sale the same and appropriate the sale proceeds to itself.

8. The Purchaser/s hereby agree/s to pay to the Developer the purchase price of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) in the following manner:

- i. Rs. \_\_\_\_\_/- being the earnest money paid prior to the execution hereof (payment and receipt whereof the Developer admit and acknowledges.
- ii. Rs. \_\_\_\_\_/- on the completion of the plinth.
- iii. Rs. \_\_\_\_\_/- on the casting of the First Slab.
- iv. Rs. \_\_\_\_\_/- on the casting of the Second Slab.
- v. Rs. \_\_\_\_\_/- on the casting of the Third Slab.
- vi. Rs. \_\_\_\_\_/- on the casting of the Fourth Slab.
- vii. Rs. \_\_\_\_\_/- on the casting of the Fifth Slab.
- viii. Rs. \_\_\_\_\_/- on the casting of the Sixth Slab.
- ix. Rs. \_\_\_\_\_/- on the casting of the Seventh Slab.
- x. Rs. \_\_\_\_\_/- on the casting of the Eighth Slab.
- xi. Rs. \_\_\_\_\_/- on the casting of the Ninth Slab.
- xii. Rs. \_\_\_\_\_/- on the casting of the Tenth Slab.
- xiii. Rs. \_\_\_\_\_/- on the casting of the Eleventh Slab.
- xiv. Rs. \_\_\_\_\_/- on the casting of the Twelfth Slab.
- xv. Rs. \_\_\_\_\_/- on the casting of the Thirteenth Slab.
- xvi. Rs. \_\_\_\_\_/- on the casting of the Terrace Slab
- xvii. Rs. \_\_\_\_\_/- on completion of Brickwork
- xviii. Rs. \_\_\_\_\_/- on completion of internal/external plaster
- xix. Rs. \_\_\_\_\_/- on the developer handing over the vacant possession of the said premises to the purchaser.

8(a) The total price above excludes taxes up to the date of handing over the possession of the Flat Taxes (consisting of tax paid or payable by the Developer by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied by local / state / central Govt. authorities in connection with the construction of and carrying out the Project payable by the Developer]

8(b) The Developer shall confirm the final carpet area that has been allotted to the Purchaser after construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Developer shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 8 of this Agreement.

8(c) The carpet area of the said Apartment is \_\_\_\_\_ square ft and “Carpet Area” means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Apartment.

9. The Purchaser/s admits having taken full free and complete inspection of all the documents required to be given by the Developers under the provisions of the Maharashtra Ownership Flats (Regulation on the Promotion of Construction, Sale, Management and Transfer) Act and the Rules, framed thereunder from time to time. The Purchaser/s do hereby grant and/or confer upon Developer the irrevocable right and/or authority for the purposes set out herein below:

- a. In the event state govt. and/or other authority hereafter increase the permissible FSI in respect of said property in such event. It is expressly agreed and understood by the parties herein that the Developer has reserved its right to construct the additional area and Developer alone

will be entitled to the benefit of the such use of additional FSI by constructing additional floor above the 13<sup>th</sup> floor and/or put up additional wing and to sell the flat and other premises on ownership basis and appropriate the sale proceeds to itself, the Purchaser is fully aware of the fact and hereby irrevocable undertake not to object for the same and challenge the same before any court or authority. The Purchaser hereby undertake to co-operate with the Developer for the same and he will not object and/or create any hindrance while construction of such additional area by putting up additional floor above 13<sup>th</sup> floor or additional wing by the Developer and/or its nominee.

- b. Without changing the area of the flat the Developer shall be entitled to amend, modify and/or vary the building plans and also the specifications in respect thereof.
- c. The Developer shall be entitled to consume such F.S.I. as may be available in respect of the said property or any part thereof or otherwise on the said property at present or in future and for the purpose of consuming such balance and/or additional F.S.I. to construct additional floors and/or additional wings as the Developer may think fit and proper. The Developer shall have the sole and absolute right and authority, and shall be entitled to deal with sell, transfer or otherwise dispose off any part or portion of the said new building including the car parking spaces under podium , stilt, cover garages, terraces, walls, podium, and to permit the same to be utilised for any purpose as may be permitted for the said new building and to permit the same to be utilised for any purpose to any of the purchaser/s thereof for such consideration and upon such terms and conditions as the Developer may deem fit without having any reference of whatsoever nature to the Purchaser/s.
- d. The Developer shall have a right on the said property to make additions or alterations or to put up additional structures and/or additional floors on the said building/s which shall be the property of the Developer and the Developer will be entitled to dispose off the same in such a manner as they may deem fit. The Purchaser shall not take any objection against the same nor shall he/she interfere or obstruct the Developer in any manner with regard thereto.

- e. Irrespective of the possession of the said flat/stilt/podium / car parking space being given to the Purchaser/s and/or the management being given to the ad-hoc committee/society or the flat / being given / sold to the Purchaser/s the rights under this clause and/or under this agreement reserved for the Developer for exploiting the potentialities of the said property described in the First schedule hereunder written shall be subsisting and shall continue to vest in the Developers till the Deed of Apartment is executed or society is formed. The Developer/Owner shall be entitled to execute the Apartment by reserving such rights in the said property in favour of the Developer/Owner as may be outstanding at the time of execution of the Deed of Apartment or formation of society.
- f. The Purchaser/s shall not raise any objection on any ground as to the Developer's right, reserved hereunder.
- g. The Developer/Owner shall be entitled after consuming such balance and/or additional F.S.I. including the F.S.I. that might be obtained by the Developer/Owner under the TDR by constructing tenements, to sell such tenements for such permissible user as the Developer may think fit and proper to such person or persons for such consideration as the Developer/Owner may in their absolute discretion deem fit and proper.
- h. The Developer/Owner shall also be entitled to consume additional and/or balance F.S.I. available under D. C. Rule or by any special concession being granted by the MCGM or any other authorities including the F.S.I. available in lieu of the road widening setback reservation etc.
- i. The Purchaser/s hereby agree and confirm that purchaser/s shall not have any right, title, claim or interest in respect of property and the open spaces, parking spaces, common passage, podium, compound terrace lobby and porch area and that the right of the Purchaser/s is confined only to the said premises hereby agreed to be allotted, sold and transferred.



- j. The Purchaser/s hereby agree/s that all necessary facilities, assistance and co-operation will be rendered by the Purchaser/s to the Developer to enable the Developer to make any additions and alterations in accordance with the Plans sanctioned or which may be hereafter put up and sanctioned by the MCGM and the Purchaser/s hereby further agree/s that after formation of Condominium/Society, the Purchaser/s as a member of Condominium /Society shall accord his/her/their consent to the Developer full facility, assistance and cooperation to enable the Developer for the aforesaid purpose to shift the water tanks on the upper floors or floor which so constructed. The Purchaser/s shall not be entitled to object to any of the aforesaid things or claim any reduction in price of the said flat / stilt/ podium / car parking space agreed to be acquired by him/her/them or compensation or damage on any other ground including loss of air, light or otherwise in respect of the said premises till Developer confirm in writing that the said new building is completed in all respect.

10. It is expressly agreed and the Purchaser/s is/are aware that as a result of changes in the Building Plans of the said new Building the share of the said premises and or the Purchaser/s in the said common areas and facilities may increase or decrease. The Purchaser/s hereby expressly consent/s to such changes in the said Share and hereby expressly authorizes the Developer to so increase or decrease the said Share of the Premises and/or of the Purchaser/s in the said common areas and facilities of the said new Building and/or the said Property and the Purchaser/s hereby irrevocably agree/s to accept the said share as changed as aforesaid.

11. It is hereby expressly agreed that the time for payment of each of the aforesaid installments of the purchase price as set out in Clause [8] above shall be of the essence of the contract. In the event of the Purchaser/s making any default in payment of any installment of the purchase price on its due date the Developer will be entitled to terminate this Agreement and in that event, the Developer will be entitled to forfeit the earnest money paid by the Purchaser/s under this Agreement and refund to the Purchaser the installments paid by him/her till the date [but without any interest, compensation, damage or costs] and upon such termination of this Agreement, the Developer will be entitled to sell and/or dispose off the said premises to any other party and to execute the Agreement for Sale in respect thereof, the Purchaser/s herein will not be entitled to raise any objection for such termination before any Court and/or authority and hereby accord his/her irrevocable consent for such sale/disposal of the said Premises by the

Developer.

12. Without prejudice to the above and the Developer's other rights under this Agreement and/or in law, the Developer may at their option accept from the Purchaser/s the payment of the defaulted installment/s together with interest as per RERA, 2016.

13(a) The Possession of the said Premises shall be given by the Developer to the Purchaser/s on or before \_\_\_\_\_ subject to the availability of cement, steel water and other building materials and subject to strikes, civil commotion or any Act of God such as earth quake, flood or any other natural calamity and acts or other causes beyond the control of the Developer. If the Developer shall fail to give possession of the said premises on the aforesaid date and/or such further date as may be mutually extended then it shall be at the option of the Purchaser/s to terminate this Agreement in which event the Developer shall refund to the Purchaser/s all the monies paid by the Purchaser/s to the Developer herein and on receipt of the refund, the Purchaser/s will not have any claim over the said premises and/or any part thereof and/or against the Developer.

13(b) Within 15 [Fifteen] days of receipt of intimation from the Developer stating that they have completed the construction in respect of the said new building, the Purchaser/s pay the balance consideration as per [8] and amount payable as per Clause [48] of this Agreement to the Developer and the Developer will hand over the vacant possession of the said premises to the Purchaser/s.

14 (a) The Developer upon obtaining the occupancy certificate from the competent authority and the balance payment made by the Purchaser as per Clause [8] and amount payable as per Clause [48] of the agreement shall offer in writing the possession of the Flat, to the Purchaser in terms of this Agreement. The Purchaser shall take possession of the flat within 15 days from the date of receipt of such notice from the developer and shall pay the balance consideration as per this Agreement towards the said flat. The Developer agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment 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 or association of Purchaser, as the case may be from the date of Occupation Certificate or Possession whichever is earlier.

14 (b) The Purchaser shall take possession of the Flat within 15 days of the written notice from the Developer to the Purchaser intimating that the said flat/s are ready for use and occupancy.

15. Upon receiving a written intimation from the Developer as per Clause 14(a), the Purchaser shall take possession of the [Apartment] from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the [Flat] to the Purchaser. In case the Purchaser fails to take possession within the time provided in Clause 14(b) such Purchaser shall continue to be liable to pay maintenance charges as applicable.

16. If within a period of five years from the date of handing over the Apartment to the Purchaser, the Purchaser brings to the notice of the Developer any structural defect in the Apartment or the building in which the Flats are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Developer, compensation for such defect in the manner as provided under the Act. However in the case of any defect arises on account of unauthorised work carried by the Purchaser or any other Member in the said Flat/Building without the consent of Developer, the Developer will not be liable for such defect.

17. Nothing contained in this Agreement shall be construed so as to confer upon the Purchaser/s any right whatsoever into or over the said property or the said new Building or any part thereof including the said premises. It is agreed by and between the parties that such conferment shall take place on the Purchaser/s making full payment of consideration to the Developer and complying with terms and conditions of this Agreement.

18. The Purchaser/s shall have no claim save and except in respect of the Premises agreed to be sold to him/her/them. All open spaces, lobbies, terrace and other premises will remain the property of the Developer until the said new Building is transferred to the Condominium as hereinafter mentioned, subject however, to the rights of the Developer as herein stated.

19. The Developer has informed the Purchaser and the Purchaser is fully aware that the Developer is constructing the said new building as under:

1. The Terrace above the top floor in the said new Building shall always belong to the Developer/Owner of Pent House and they shall be entitled exclusive use, occupy and/or deal with and dispose of the same in such manner as they may deem fit. In the event of any water storage tank, lift machine room located on the terrace of the said new Building being constructed or any other common facility being provided on the terrace then the Condominium /Society shall be entitled to depute its representatives to go to the terrace for the regular check up and up keep and for carrying out repairs to the tank/lift machine room and/or such common facility at all reasonable times and/or during such times as may be mutually agreed upon by the Developer and the Condominium/Society.
2. The Purchaser is fully aware of the above covenants and Purchaser has agreed to purchase the said Premises subject to the above covenants and hereby record, declared and confirm with the Developer that the Purchaser will not raise any objection to any of the covenants and the Purchasers hereby undertake not to claim any relief before any court and/or authority for the same and hereby indemnify and keep indemnified the Developer for any loss and damages suffered by the Developer on account of challenging / raising any dispute by the Purchaser with Developer in respect of covenant contained herein before, any court and/or authority.

20. IT IS HEREBY EXPRESSLY AGREED besides the rights retained by the Developer under clause (9) and the Developer shall be also entitled to construct additional structures like sub-station for electricity, office for Condominium/Society, Gymnasium, swimming pool, under-ground and overhead tanks, watchman's cabin, toilet units for domestic servants, the location of which are not particularly marked upon the Ground Floor Plans of the said Property. The Purchaser/s shall not interfere with the rights of the Developer by raising any disputes or Court Injunctions under Section 7 of the Maharashtra Ownership Flat Act, 1963 and/or under any other provision of any other applicable law. The Developer shall always be entitled to sign under-takings and indemnities as required by any Authority of the State or Central Government or Competent Authorities under any law concerning construction of

aforesaid structures on the said Property.

21. As soon as the said new building is notified by the Developer as complete the Purchaser herein, shall pay the installments of the purchase price payable by him/her as per Clause [8] including all the amounts as per Clause [48] of this Agreement within 7 (Seven) days of such notice served individually. If any of the Purchaser/s fail/s to pay the installments in spite of the notice, the Developer will be entitled to terminate the Agreement with such Purchaser/s and upon such termination, the Developer shall forfeit the earnest money deposit and/or any installment of purchase price paid by such Purchaser/s to the Developer in respect of the premises agreed to be purchased by him/her/them and the same shall be refunded by the Developer to the Purchaser/s and upon such termination, the Purchaser/s cease/s to have any claim in respect of the said premises and/or any part thereof.

22. The said new Building is constructed and completed in accordance with the Plans and Specifications as approved by the Concerned Authorities as aforesaid with such modification thereto as may be made by the Developer as herein above set out. It is agreed by the Purchaser with the Developer that the Developer alone shall have full right and authority to change, alter and amend the building plans design elevation etc., the Purchaser will not be entitled to take any objection for the same so long it does not affect the area and/or location of the said premises.

23. The Purchaser/s is/are aware and the Purchaser/s expressly agree/s that the parking spaces in the compound/Stilt of the said Building shall be at the complete CONTROL Of the Owners and Developer who shall be entitled to allot the same TO THE Purchaser of premises in the said new building and only such of the Purchasers of premises in the said new Building as shall have acquired the allotment from Owners/Developer in respect of such parking space shall be entitled to have exclusive use of such parking space so agreed to be allotted to him/her them and any other Purchaser/s of premises in the said new Building who shall not have been allotted parking space separately from the Developer will not be entitled to have any use of the parking space. The Owners/Developer alone shall be entitled to make the allotment of the parking spaces to, such persons as the Owners/Developer may at their absolute discretion determine and the Purchaser/s and/or condominium/society formed by the Purchaser shall not be entitled to raise any objection to the same and the allotment made by the Developer/Owners to the Purchaser of premises will not be revoked or altered by the Purchaser/condominium/society formed by the Purchasers

of premises in the said new building.

24. It is expressly agreed that the Developer alone shall be entitled to sell/allot the terrace attached to the respective flat as amenity area against mutually agreed compensation. The Purchaser/s and/or their Organisation/s shall not be entitled to object to such exclusive allotment/sale by the Owners and the Developer.

25. The Developer shall in respect of any consideration amount remaining unpaid by the Purchaser/s under the terms and conditions of this Agreement will have first lien and charge on the said Premises agreed to be allotted to the Purchaser/s.

26(a) The Developer shall submit the said property together with said new building to the provisions of the Maharashtra Apartments Ownership Act, 1970 by making Declaration under Section 2 of the said Act and registering the same with the Sub-Registrar of Assurances and shall thereafter execute the Deed of Apartment in respect of each flat in favour of the Purchaser thereof. The Purchaser/s shall become a member of the said Condominium/Society, which is to be formed solely for the purpose of the said new building. Until such Deed of Apartment is executed, the right of the Purchaser/s hereunder shall be confined only to the said premises and the Purchaser/s shall have no right on any other portion of the said property.

26(b) The Declaration to be filed by the Developer as per the provisions of Maharashtra Apartments Ownership Act, 1970 in respect of the said property together with the said new building shall be executed only after the said property shall have been fully developed as aforesaid and the flats are sold by the Developer and after they shall have received full consideration from the Purchaser/s of flats and other premises.

26(c) Without prejudice to what is stated in clause [26(a) and (b)], the Developers, after the said building is fully constructed, will have option form a condominium or a Co-operative Society of the Purchasers of flats and other premises in the said new building and the Purchasers hereby undertakes to sign bye laws and other papers for the formation of the Co-operative Society or a Condominium as and when called upon by the Developers.

27(a) So long as the various Premises in the said new Building shall not be separately assessed by Local Body for the purpose of property taxes, water charges and rates more particularly described in the Fifth Schedule hereunder written, the Purchaser/s shall pay the proportionate share taxes, rates, and all other outgoings

assessed on the whole Building. The Purchaser/s shall tentatively pay Rs. \_\_\_\_\_/- [Rupees \_\_\_\_\_ Only] per month to the Developer for the above. The said amount shall be paid by the Purchaser/s to the Developer eighteen months in advance before taking possession of the said premises [time being essence]. In the event, the Purchaser/s fail/fails to pay the aforesaid outgoings as aforesaid, the Developer will be entitled to receive interest at the rate of 24% [Twenty-Four Per Cent] per annum on the defaulted amount.

27(b) It is expressly agreed and undertaken by the Purchaser/s that the management of the said new building will be under the control of the Developer and the Developer alone will be entitled to look after the day-to-day management of the said new building till the formation of the Condominium and for that purpose, the Developer will be entitled to recover/charge from the Purchaser of flats in the said building 10% [Ten Per Cent] of the monthly outgoings in respect of said Premises by way of management fees exclusive of service tax if any levied by Central /State Government on the quarterly outgoings payable by the Purchaser/s to the Developer as per Clause [27-(a)]. The aforesaid management fees will be paid by the Purchaser to the Developer 18 months in advance.

27(c) The Developer shall provide with water connection and also install the electricity lines and electricity meter to the flat, however the Developer do not guarantee the supply of any particular quantity of water or electricity to the building / street / roads. The Developer has informed the Purchaser/s that the Developer will obtain water connection as per MCGM rules. It is however agreed that in case of insufficient supply of water by MCGM, water shall be arranged through outside tankers at the cost of Purchaser/s from maintenance and out goings account. The Developer shall maintain the building repairs of all type through maintenance/taxes account. The Purchaser/s is satisfied about the nature of infrastructures to be provided by Developer and undertakes not to complain for non-completion of infrastructure to anybody.

28. The Developer shall be liable to pay only Municipal rates, at actual, in respect of the unoccupied and unsold flats. In case, the Deed of Apartment is executed in favour of the Purchaser of flats and other premises in the said building before the disposal of by the Developer of all the flats and other premises, then in such case, the Developer shall join in and as and when such Premises are sold, to the persons of the choice and at the discretion of the Developer, the Condominium shall admit as members the Purchaser of such Premises without charging any premium and/or any

transfer charges or any other extra payment.

29. The Purchaser/s shall maintain at his/her/their own costs the said Premises agreed to be purchased by him/her/them in the same condition, state and order in which it is delivered to him/her/them and shall abide by all term of bye-laws, rules and regulations of the Government, Local Bodies and Authorities, Electricity Supply Company, the Condominium, and shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions and covenants contained in this Agreement.

30. The Purchaser/s agree/s to pay total consideration amount payable under the terms of this Agreement as and when they become due and payable. Further the Developer is not bound to give notice requiring any such payment and the failure thereof shall not be pleaded as an excuse for nonpayment of any amount or amounts due on the respective due dates or events.

31. The Purchaser/s hereby covenant/s with the Developer to observe and perform the covenants and conditions in this Agreement and to keep the Developer fully indemnified against the said payments and observance and performance of the said covenants and conditions except so far as the same ought to be observed by the Developer.

32. The Society/Condominium for the said new building as aforesaid will be registered and only after all the premises in the said new building shall have been sold and disposed off by the Developer and the Developer shall have received all dues payable to it under the terms of this Agreement with the Purchaser/s of all the premises in the said new building, the Developer shall execute the Deed of Apartment in favour of the Purchaser/s in respect of the said property and the said new building as provided in Clause [24-(a) and (b)] and [25-(a) and (b)]. Until the execution of the Deed of Apartment, the possession of the common areas in the said new building shall be deemed to be of the Developer.

33. The Deed of Apartment and other documents for transferring the title in favour of the Purchaser/s in respect of the said premises shall be prepared by the Advocates & Solicitors appointed by the Developer and the same will contain such covenants and conditions as the said Advocates and Solicitors shall think reasonable and necessary having regard to the development of the said property.



34. The Purchaser/s agree/s and undertake/s from time to time to abide by rules and regulations of the Condominium. No objection shall be raised to the changes in the draft rules and regulations of the Condominium. The Purchaser/s shall be bound from time to time to sign all the papers and documents and all other deeds as the Developer may require him/her/them to do from time to time for safeguarding the interest of the Developer and the Purchaser/s of other Premises in the said new Building. Failure to comply with the provision of this Clause will render this Agreement ipso facto to come to an end.

35. The Purchaser/s hereby agree/s that in the event of any amount becoming payable by way of development charges, levy or premium to the Concerned Local Authority or to the State Government or any amount becoming payable by way of betterment charges or development levies or any other payment of a similar nature in respect of the said Property, and/or the various Premises to be constructed thereon, the same shall be reimbursed by the Purchaser/s to the Developer in the proportion of the area of the said Premises to the total area of all the Premises in the said new Building and in determining such amount, the decision of the Developer shall be conclusive and binding upon the Purchasers.

36. The Purchaser/s shall at the time of making payment of the installments mentioned as agreed herein will also pay to the Developer a sum as mentioned in Clause [41] which will be held by the Developer as deposit without interest and the Developer shall be entitled to utilize such deposits towards payment of proportionate taxes and other maintenance /outgoings. In the event of the Purchaser/s making any default in payment thereof regularly as agreed to herein by him/her/them, the Developer will have right to take legal action against the Purchaser/s for recovering the same. On formation of the Society/Condominium, the Developer shall handover the balance of the said deposit to such Society/Condominium.

37. The Purchaser also agrees to the following further conditions, in connection with carrying out interior works in the said premises.

- (a) if after the date on which the Purchaser/s has/have taken possession of the said Premises, any damage of whatsoever nature is caused to the said premises, neither Developer will be held responsible for the cost of reinstating or repairing the same and that Purchaser/s alone will be responsible for the same.;
- (b) Prior to carrying out the interior works in the said premises, the Purchaser/s shall give to the Developer / Society in writing, the details

- of the nature of interior works to be carried out for which the Developer / Society shall issue written permission;
- (c) The Developer / Society shall be entitled to inspect all interior works carried out by the Purchaser/s. In the event the Developer / Society finds that the nature of interior work being executed by the Purchaser/s is harmful to the said Premises, or the other flats in said new building “Valencia”, Or to the structure, façade and/or elevation of said new building “Valencia” then the Developer shall be entitled to stop such interior works forthwith and the Purchaser/s shall not be entitled to dispute or claim any reimbursement from the Developer/Society for any loss suffered by the Purchaser/s for such stoppage of interior works;
  - (d) The Purchaser/s will ensure that the debris from the interior works are to be dumped in an area earmarked for the same and will be cleared by the Purchaser/s, on a daily basis at no cost to the Developer and no nuisance or annoyance to the other Purchasers. All cost and consequences in this regard will be to the account of the Purchaser/s;
  - (e) The Purchaser/s will further ensure that the contractors and workers (whether engaged by the Purchaser/s) during execution of the interior work do not dump any material (waste or otherwise) of whatsoever nature either in the toilet, waste water line or soil line or in any other place other than those earmarked for the same, which may block the free flow of waste water, thus resulting in perennial choking and leakage in the said Premises of said new building “Valencia”;
  - (f) The Purchaser/s shall ensure that the contractors and workers, do not use or spoil the toilets in the said Premises or said new building “Valencia” and use only the toilets earmarked by the Developer for this purpose;
  - (g) All materials brought into the said Premises of said new building “Valencia” or in the compound of the said new building for carrying out interior works will be at the sole cost, safety, security and consequence of the Purchaser/s and that the Developer will not be held responsible for any loss/theft/damage to the same;
  - (h) During the course of carrying out interior works, any workmen sustaining injuries of whatsoever nature the same will be insured and taken care of, attended to and treated by the Purchaser/s at his/her/their/its own cost and that the Developer will not be held responsible for the same. All liabilities and damages arising out of such injury will be borne and paid by the Purchaser/s alone;
  - (i) During the execution of interior works, if any of the Purchaser’s contractor/workmen/agent/representatives misbehave or is found to be in a drunken state and found splitting Tobacco / pan, the said

contractor/workmen/agents/ representatives will be removed forthwith and will not be allowed to re-enter the said Premises again;

- (j) The Purchaser/s shall extend full cooperation to the Developer its agents, contractors to ensure good governance of such works;
- (k) The purchasers shall ensure that common passages/walkways and any other common areas are not obstructed or damaged during the course of carrying out any works or thereafter;
- (l) No external alterations/changes/notifications of any nature shall be made to the structure, façade, or elevation to the said Premises of said new building “Valencia”;
- (m) The Purchaser/s shall abide by all rules, regulations and requirements as laid down by the said Society and no nuisance or disturbances shall be caused to the other Purchaser/s’;

38. The Purchaser/s shall allow the Developer and their surveyors and Agents with or without workmen and others at all reasonable times to enter upon his/her/their premises or any part thereof for the purpose of repairing any part of the said new Building and for laying cables, water pipes, fittings, electric wires, structures and other conveniences belonging to or serving or used for the said new Building and also for the purpose of cutting off the supply of water and other services to the Premises of any other premises owners in the said new Building in respect whereof the Purchaser/s or user/s or occupier/s of such Premises as the case may be shall have committed default in payment of his/her/their share of the property taxes and other outgoings in respect of the said Premises.

39. In the event of the Society/ Condominium being formed and registered before the sale and disposal by the Developer of all the premises in the said new Building the powers and authority of the Society /Condominium and the Purchaser/s of the premises therein shall be subject to the powers of the Developer in all the matters concerning development of the said Property as also construction of additional floors/structures and all amenities pertaining to the same and in particular the Developer shall have absolute authority and control as regards any unsold premises and the sale thereof.

40. The Purchaser/s shall not at any time demolish or do or cause to be done any additions or alterations which may result in change in the elevation of the said new building of whatsoever nature in the said premises or any part thereof. The Purchaser/s shall keep the said premises walls, partitions, sewers, drains, pipes and appurtenance thereto in good and tenantable repair and condition and in particular the said new building so as to provide shelter to and protect the parts of the said new

building other than his/her/their premises. The Purchaser/s shall not enclosed niches, flowerbed, pergola or balconies or make any alterations in the outside elevations and outside colour scheme of the premises to be allotted to him/her/them.

41. After the possession of the said premises is handed over to the Purchaser if any additions or alterations in or about or relating to the said new building are required to be carried out by the Government, Local Authority or any other Statutory Authority, the same shall be carried out by the Purchaser or various premises in the said new building at his/her/their own costs and the Developer shall not be in any manner liable to responsible for the same.

42. The Purchaser/s shall not do or permit to be done any act or thing which may render void or voidable any insurance of any premises or any part of the said composite new building or cause any increased premium to be payable in respect thereof or which is likely to cause nuisance or annoyance to users and occupiers of the other premises in the said new building. However, it is clarified that this does not cause any obligation upon the Developer to insure the said composite new building or the premises agreed to be sold to the Purchaser/s.

43. The Purchaser shall take possession of the flat within 15 (Fifteen) days of the Developer giving notice to the Purchaser intimating that the said flat is ready for use and occupation. Before taking possession of the said flat the Purchaser shall sign and/or execute all writings and papers as may be reasonable and required by the Developer including possession letter, electric meter, transfer forms and other papers necessary or required for admitting the Purchaser as member of the Society and shall pay the arrears of consideration payable by him/her/them. Under no circumstances will the Purchaser be entitled to enter upon the said flat unless and until the Purchaser has carried out all obligation terms and conditions agreed by the Purchaser and mentioned in this Agreement.

44. The Purchaser is hereby further informed that the day to day maintenance of the infrastructure facilities such as Building light, sewerage plant, over head and underground water tank, septic tank, gardens and security within the property shall be maintained by the Developer and/or Society out of the monthly maintenance charges to be paid by the Purchaser/s in that behalf promptly and regularly without default to the Developer and/or to the society and in the event of the Purchaser/s failing to pay the said monthly charges, necessary action shall be taken and/or adopted against the Purchaser/s for the breach committed and such breach shall be construed as the

breach of the terms and conditions of this Agreement, which shall always be deemed to be in existence as long as the Purchaser/s is/are the holder of the flat.

45. Commencing a week after oral and/or written notice is given by the Developer to the Purchaser/s that the flat is ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the flat) of outgoings in respect of the said land and buildings namely local taxes, non-agricultural assessment, betterment charges or such other charges levied by the concerned local authority and/or Government including Mumbai Municipal Corporation, water charges, water expenses through tanker charges, electricity bills, insurance, common lights, all type of repairs and salaries of clerks, gardener, chowkidars, sweepers, supervisors and all other expenses necessary and incidental to the management and maintenance of the said, entire property with buildings. Until the said building is handed over to the society, the Purchaser shall pay to the Developer such proportionate share of outgoings as may be determined on or before the possession is offered to the Purchaser. The amounts referred to herein before or hereinafter so paid by the Purchaser to the Developer shall not carry any interest and remain with the Developer until the building is handed over to the Society as aforesaid. It is however agreed that in case any amount is spent in excess of the amount received from the Purchasers towards outgoings, by the Developer the same shall be reimbursed by the Purchaser on intimation or interest will be charged as per the RERA Act, 2016 on delayed payments. It is also agreed that in case of any refund credit is applicable for the vacant flats from the assessment department the same will be credited to the Developer. In respect of unsold premises, Developer shall bear only property taxes coming on the unsold premises. Developer shall not bear any maintenance in respect of unsold premises. It is agreed that the Electric Meters of each Flat required to be transferred in the name of the individual holder shall be done by the Flat Purchaser/s at his/her cost for which purpose the Purchaser shall cause the Developer to merely sign the consent letter.

46. The Developer shall provide with water connection and also install the electricity lines and electricity meter to the flat, however the Developer do not guarantee the supply of any particular quantity of water or electricity to the buildings/street/roads. It is however agreed that in case of insufficient supply of water by BMC after handing over the possession or the occupation certificate is obtained, the Developer shall arrange the water throughout-side tankers at the cost of Purchaser from the maintenance account and in case of possibility of obtaining additional water connection from BMC the same may also be arranged if possible by the Developer at

the cost of Purchaser from the maintenance/taxes/repair money account. The Developer shall also maintain the building repairs of all type through maintenance/taxes account. The Purchaser is satisfied about the nature of infrastructure to be provided by the Developer and the Purchaser hereby agrees to contribute his proportionate share of expenses for improvement of the infrastructures, if any required, and the Developer shall not be required to share any expenses for such improvement. The Purchaser/s also agrees not to complain for non-completion of infrastructure to anybody.

47 (a) The Purchaser hereby expressly agrees that in the event of any amount being levied by or payable to the Municipal Corporation of Greater Mumbai and/or State Government and/or to MSEB by way of premium cess tax deposit and/or charges including any betterment charges, development tax, security deposits or water connection, drainage connection and electricity connection and/or any other taxes such as GST, Vat, Service taxes and/or payments of similar nature by whatever terminology called becoming payable by the Developer, the Purchaser shall on the pro-rata basis bear the cost charges and keep the Developer indemnified in respect thereof.

47(b) Besides the consideration as per clause (6-a), the Purchaser shall pay applicable GST/VAT, Service Tax and any other Taxes, duties or charges and cesses as per the prevailing law and rules framed by the Concerned Authorities in respect of the said Flat or on this Agreement to the Developer. It is mutually agreed between the parties hereto that in the event if, any additional amount become payable over and above the aforesaid amount by reason of any amendment to the constitution or enactment or amendment of any other law, Central or State, GST or any other duty / penalty is levied and/or imposed by the Government under any other statute then the Purchaser alone shall be responsible to pay the same.

48. The Purchaser/s shall pay and reimburse to the Developer such amounts if any that may be paid to or deposited with the Maharashtra State Electricity Board Bombay Suburban Electric Supply Ltd, Reliance Energy Ltd or any other such body or authority as service line charges electric deposits/charges or electric meter charges or for any other purpose.

48. The Purchaser/s shall at the time of making payment of the installments mentioned in Clause [8] shall pay to the Developer the following non-refundable

amounts:-

- i. Rs. \_\_\_\_\_/- towards lumpsum amount of legal charges for this Agreement,
- ii. Rs. \_\_\_\_\_/- for share money, application and entrance fee.
- iii. Rs. \_\_\_\_\_/- towards proportionate share of taxes / maintenance/ outgoing expenses for 18 months on ad hoc basis as per fifth schedule.
- iv. Rs. \_\_\_\_\_/- towards development charges.
- v. Rs. \_\_\_\_\_/- towards Service Tax on above Non-Refundable amounts.

In case, there shall be deficit in (ii) and (iii), the Purchaser/s shall forthwith on demand pay to the Developer his/her/their proportionate share to make up such deficit; the above amount shall not carry any interest. In case society is not handed over within a period of 18 months, then the purchasers shall pay a further advance towards yearly taxes/outgoings as per 48 (iii). The Developers shall furnish the accounts with regard to clause 48 (iii) to the society at the time of handing over and the purchaser undertakes not to dispute the same.

49. Wherever in this Agreement it is stipulated that the Purchaser has to make any payment towards all the maintenance property taxes and all the outgoings of the building in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the [Flat] to the total carpet area of all the [Flats] in the Project.

50. The Developer shall be at liberty to sell, assign or otherwise deal with or dispose off all or any of their right, title and interest in the said building on the property and shall be entitled to use the open spaces of the said building including for car parking etc. The Purchaser/s hereby gives their express consent to the Developer to raise any construction loan against the said property and/or the said building and to Mortgage the same with any Bank/Banks or any other financial institution and such liability shall be cleared by the Developer at their expenses before the flats are handed over to the Purchasers.

51. The Developers may complete any part portion or floor of the said building and obtain part occupation certificate and give possession of premises therein to the purchasers of the premises in such completed portion and the purchaser herein shall not object to the same and hereby gives consent to the same. If the purchaser takes

possession of any premises in such part completed portion floor, the Developers and / or their agents or contractors shall be entitled to carry on the remaining work in the said premises, the building or any part thereof and if any inconvenience is caused to the purchaser, the purchaser shall not protest, object or obstruct the execution of such work nor he / she shall be entitled to any compensation and / or damage and / or complain for any inconvenience and /or nuisance.

52. It is agreed that the Purchaser/s shall inform the Co-operative Housing Society/Limited Company, all the concerned authorities/persons/body in case any loan is obtained by him/her in respect of the flat.

53. The Developer as the case may be shall in respect of any amount remaining unpaid by the Purchasers under the terms and conditions of this Agreement have a first and paramount lien and charge on the said flat.

54. It is agreed further that the Developer are not bound to give notice requiring any installment and the failure thereof shall not be deemed as an excuse or non-payment of the amounts or the amounts on the respective due dates by the Purchaser.

55. The Purchaser/s agree/s and undertake/s from time to time to abide by all the rules and regulations of the Society. No objection shall be raised to the changes in the draft rules and regulations of the Society. The Purchaser/s shall be bound from time to time to sign all the papers and documents and all other deeds as the Developers may require him/her/them to do from time to time for safeguarding the interest of the Developers and the Purchaser/s of other premises in the said building. Failure to comply with the provision of this Clause will render this Agreement ipso facto to come to an end.

56. Any delay or indulgence by the Developer in enforcing the terms of this Agreement or any forbearance or giving time to the Purchaser/s shall not be considered as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the remedies of the Developer.

57. The Developer shall be entitled to alter the terms and conditions of the Agreement relating to the unsold premises in the said new building of which the aforesaid premises form part and the Purchaser/s shall have no right to object to the



same.

58. Any delay or indulgence by the Developer in enforcing the terms of this Agreement or any forbearance or giving time to the Purchaser/s shall not be considered as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the remedies of the Developer.

59. The Developer shall be entitled to alter the terms and conditions of the agreement relating to the unsold premises in the said new building of which the aforesaid premises form part and the Purchaser/s shall have no right to object to the same.

60. The Purchaser/s himself/herself/themselves with intention to bind all persons into whosoever hands the said Premises may come, doth hereby covenant/s with the Developer as follows:

- a. To maintain the said Premises at Purchaser's/s' costs in good tenantable repair and condition from the date the possession of the said premises is taken and shall not do or suffer to be done anything in or to the said new building in which the said premises is situated, and also in the stair-case or any passages which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the said new building in which the said premises is situated and the said premises itself or any part thereof;
- b. Not to store in the said premises any goods which are of hazardous, combustible or dangerous of structure of the said new Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, common passages or any other structure of the said new Building, including /entrances of the said new Building and in case of any damage is caused to the said new Building or the said Premises on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequence of the breach;

- c. To carry out at his/her/their own costs all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which they were delivered by the Developer to the Purchaser/s and shall not do or suffer to be done anything in or to the Developer in which the said Premises are situated or the said Premises which may be forbidden by the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d. Not to demolish or cause to be demolished the said Premises or any part thereof, not at any time make or cause to be made any addition or alteration in the elevation and outside colour scheme of the said new Building and to keep the portion, sewers, drains and pipes in the said Premises and appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect the other part of the said new Building and the Purchaser/s shall not chisel or in any other manner damage the columns, beams, walls, slabs, or R.C.C. Partis or other structural members in the said Premises without the prior written permission of the Developer and/or the Condominium. In case on account of any alterations being carried out by the Purchaser/s in the said Premises [Whether such alterations are permitted by the Concerned Authorities or not] there shall be any damage to the adjoining Premises or to the Premises situated below or above the said Premises [inclusive of leakage of water and damage to the drains] the Purchaser/s shall at his/her/their own costs and expenses repair such damage [including recurrence of such damages].
- e. Not to throw dirt, rubbish rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said land and the said new Building.
- f. Pay to the Developer within 7 (Seven) days of demand by the Developer his/her/their share of security deposit demanded by the Concerned Local Authority or Government for giving water, Electricity or any other service connection to the said new Building.

- g. 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 changes of user of the said Premises by the Purchaser/s.
- h. The Purchaser/s shall not let, sub-let, transfer, assign, or part with Purchaser's/s' interest or benefit factor of this Agreement or the said Premises or part with the possession of the said Premises or any part thereof until all the dues payable by the Purchaser/s to the Developer under this Agreement are fully paid up and only if the Purchaser/s has/have not been guilty of breach of or non-observances of any of the terms and conditions of this Agreement and until the Purchaser/s has/have obtained permission in writing of the Developer for the purpose. Such transfer shall be only in favour of the Transferee as may be approved by the Developer/Condominium.
- i. The Purchaser/s shall observe and perform all the rules and regulations which the Condominium may adopt at its inception and the additions alterations or amendments thereof they may be made from time to time for protection and maintenance of the said new Building and the Premises therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the Concerned Local Authority and of the Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Condominium regarding the occupation and use of the said Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expense or other outgoings in accordance with the terms of this Agreement.
- j. Till Deed of Apartment is executed in favour of the Purchaser/s of flats and other premises in the said new Building, the Purchaser/s shall permit the Developer and its Surveyors and Agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and Building or any part thereof to view and examine the state and condition thereof.

k. 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 neglect/s, omit/s or fail/s to pay for any reason whatsoever to the Developer 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 and covenants and stipulations herein contained or referred to the Developer 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 agree/s that on the Developer 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 shall thereupon cease to have any right or interest in the said Premises. In what event, all the moneys paid herein by the Purchaser/s [except the outgoings apportionable to the said Premises till the date of such termination] shall after 15 [Fifteen] days of such termination be refunded by the Developer to the Purchaser/s.

61. The Purchaser/s will lodge this Agreement for registration with the Sub-Registrar of Assurances at Mumbai and the Developer will attend the Sub-Registrar and admit execution thereof after the Purchaser/s informed them of the number under which it is lodged for registration by the Purchaser/s.

62. All letters, circulars, receipts and/or notices issued by the Developer 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 the Developer. For this purpose, the Purchaser/s has/have given the following address:-

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

63. It is expressly agreed by the Purchaser with the Developer that besides the stamp duty and registration charges if Central/State Government levy any service

tax, VAT, GST or any other taxes in respect of this Agreement for sale of flat by the Developer in favour of purchaser, the same will be borne and paid by the Purchaser alone and the Developer will be entitled to recover the same from the Purchaser and the same will be paid by the Purchaser to the Developer within 7 (Seven) days from the date the same is demanded by the Developer from the Purchaser (time being essence).

64. The Purchaser shall use the Flat or any part thereof or permit the same to be used only for purpose of residence only and shall use the parking space only for purpose of keeping or parking vehicle only.

65. All costs, charges and expenses in connection with preparation, engrossing, stamping and registering this Agreement as well as Declaration, Deed of Apartment and any other documents required to be executed by the Developer in respect of transferring the said premises including the land and the said building in favour of the Purchasers of flats and/or Condominium formed by the Purchasers as well as the entire professional costs of the Advocates of the Developer in preparing and/or approving all such documents shall be borne and paid by the proportionately by the Purchasers. The Purchaser/s shall on demand pay to the Developer his/her/their proportionate share in regard to the above. The amount payable under this Clause is in addition to the amount as mentioned in Clause [43] above.

66. Court of Mumbai shall alone have jurisdiction in the matter

THE FIRST SCHEDULE HEREINABOVE REFERRED TO:

All that piece and parcel of land bearing plot No. 12, corresponding to CTS No. G/396/10 admeasuring 660.5 square yards equivalent to 552.2 square meters, Village Bandra (West), lying and being at D.P. Nagar, North Avenue Road, Santacruz (West), Mumbai – 400 054 in the Registration and Sub-registration District of Mumbai together with a bungalow standing thereon known as “Guru Ramdas Niwas” comprising of ground and 3 (Three) upper floors and 2 (Two) garages and bounded in the manner following:

|                         |   |                          |
|-------------------------|---|--------------------------|
| On or towards the North | : | by Plot No. 13           |
| On or towards the South | : | by DP Road               |
| On or towards the East  | : | by 16 <sup>th</sup> Road |
| On or towards the West  | : | by Plot No. 11           |

THE SECOND SCHEDULE HEREINABOVE REFERRED TO

Flat No. \_\_\_\_\_ admeasuring \_\_\_\_\_ Sq. ft. Carpet on \_\_\_\_\_ floor inclusion of balcony area in the building known as “Guru Ramdas Niwas” with undivided share restricted in the common areas and facilities as per schedule Third herein under.

THE THIRD SCHEDULE HEREINABOVE REFERRED TO

A. Common areas and facilities of the said Premises in relation to the said Building: -

The said Property on which the said Building shall be constructed, and the common service lines such as electricity, water, drainage, common recreation areas.

B. The following common facilities which will be located throughout the building;

1. Water tank located on Ground Floor of the Building;
2. Plumbing net-work throughout the Building;
3. Electric wiring net-work throughout the Building;
4. Necessary light, telephone and public water connections;
5. The foundations and main walls, columns, girders, beams and roofs of the building; and
6. All apparatus and installation existing for common use.
7. Common Terrace above 13<sup>th</sup> Floor.
8. Society office (subject to MCGM approval)
9. Gymnasium room (subject to MCGM approval)

C. The Percentages of undivided share of the said premises in the common areas and facilities relating to the said building shall be in the ratio of total area of the all the premises in the building to the area of the said premises.

THE FOURTH SCHEDULE HEREINABOVE REFERRED TO

Restricted Common Areas & Facilities

The following facilities located in each one of the upper floors are restricted common areas and facilities restricted to the premises of respective floor:-

- i. A lobby which gives access to the stairway from the said Premises.
- ii. All the car parking spaces in the stilt and open to sky in the compound of the said new building.

THE FIFTH SCHEDULE HEREIN ABOVE REFERRED TO  
PROPERTY TAX, WATER CHARGES AND RATES

1. The expenses of maintaining, repairing, re-decorating, etc., of the main structure and in particular the roof, gutters and rain water pipes and electric wires in, under or upon the building and enjoyed or used by the Purchaser/s in common with the other occupiers of other premises and the main entrance, passages, landings, stair-cases of the other buildings as enjoyed by the Purchaser/s used by him/her/them in common as aforesaid and the boundary walls of the buildings, compounds, terraces, etc.
2. The costs of cleaning and lighting the passages, landings, stair-Cases, servant toilets, compound, parking spaces and other parts of the buildings so enjoyed or used by the Purchaser/s in common as aforesaid.
3. The costs of decorating the exterior of the building.
4. The salaries of clerks, bill collectors, sweepers, security, Managers etc.
5. The costs of working and maintenance of lifts, fire fighting equipment water pumps and lights and other service charges and AMC of the same.
6. Municipal taxes, LUC Tax, property taxes, N.A. Assessment, betterment charges and any future Government / Local taxes, service taxes etc.
7. Insurance of the building.
8. Management Fees as per Clause 26(b).
9. Such other expenses as are deemed necessary or incidental by the Developer for the maintenance and upkeep of the building

IN WITNESS WHEREOF, the Developer and the Purchaser/s have hereunto set and subscribed their hands and seal the day and year first hereinabove written.

SIGNED, SEALES AND DELIVERED by )  
by withinnamed “THE DEVELOPER”, )  
M/s. A.P. PROPERTIES )  
through the hands of its Partner, )  
\_\_\_\_\_ )  
in the presence of )  
\_\_\_\_\_ )

SIGNED AND DELIVERED by the )  
withinnamed “THE PURCHASERS”) )  
\_\_\_\_\_, )  
in the presence of )  
\_\_\_\_\_ )



R E C E I P T

RECEIVED the day and year first hereinabove )  
written of and from the withinnamed Purchaser/s )  
a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ )  
\_\_\_\_\_Only )  
being the amount of earnest money or deposit )  
paid prior to the execution hereof by cheque )  
No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on )  
\_\_\_\_\_ Bank, \_\_\_\_\_ Branch, )  
Being the part /full payment received on the )  
execution hereof ) Rs. \_\_\_\_\_/-

=====

WE SAY RECEIVED

For A.P.PROPERTIES

PARTNER

WITNESSES:

\_\_\_\_\_  
 DATED THIS      DAY OF                      2017  
 \_\_\_\_\_

BETWEEN

M/s. A.P.PROPERTIES

.. DEVELOPER

AND

PURCHASER/S