

AGREEMENT

ARTICLES OF AGREEMENT made at Vashi, Navi Mumbai this ____ day of _____, 20____
BETWEEN,

M/S KALPANA STERLING INFRA LLP(holding its PAN No. AAUFK5866G), a Limited Liability Partnership Firm registered under the provisions of Limited Liability Partnership Act, 2008, having its registered Office at 1008, Cyber One, Plot No 4&6, Sector 30A, Vashi, Navi Mumbai 400703 through its Partner/s **1.MR. CHANGARATH PRABHAKAR MENON** (PAN AADPP3823F), **2.M/s KALPANA STRUCT-CON PRIVATE LIMITED**, (PAN. AAACK5108Q), and **3.Mr. PATHIK C. THUMAR** (PAN: AHIPT8507A), hereinafter referred to as the **“PROMOTERS”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assigns, including those of the respective partners) of the **ONE PART**.

AND

Mr./Mrs./M/s. _____ of
 Mumbai, Indian Inhabitant/s, (PAN NO: _____) (Aadhaar No: _____) residing at _____,
 hereinafter referred to as "**THE PURCHASER/S/ALLOTTEE/S**" (which expression shall, unless
 it be repugnant to the context or meaning thereof, be deemed to include his/her/their heirs,
 administrators and permitted assigns) of the **OTHER PART**:

[OR]

[If the Purchaser/Allottee is a Company]

_____, (CIN No. _____) a company incorporated
 under the provisions of the Companies Act, 1956/2013, having its registered office at
 _____, (PAN No: _____), represented by its authorized
 signatory, _____, duly authorized *vide* board resolution dated _____,
 hereinafter referred to as the "**THE PURCHASER/S/ALLOTTEE/S**" (which expression shall,
 unless repugnant to the context or meaning thereof, be deemed to mean and include its
 successors-in-interest, executors, administrators and permitted assigns) of the **OTHERPART**.

[OR]

[If the Purchaser/Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having
 its principal place of business at _____, (PAN No: _____), represented by
 its authorized partner, _____, (Aadhaar No. _____) authorized *vide*
 _____, hereinafter referred to as the "**THE
 PURCHASER/S/ALLOTTEE/S**" (which expression shall unless repugnant to the context or
 meaning thereof be deemed to mean and include its successors-in-interest, executors,
 administrators and permitted assigns, including those of the respective partners) of the
OTHERPART.

[OR]

[If the Purchaser/Allottee is a HUF]

Mr. _____, (PAN No: _____), (Aadhaar No. _____), son of
 _____, aged about _____ for self and as the Karta of the Hindu Joint Mitakshara
 Family known as _____ HUF, having its place of business/residence at
 _____, hereinafter referred to as the "**THEPURCHASER/S/ALLOTTEE/S**" (which
 expression shall unless repugnant to the context or meaning thereof be deemed to include his
 heirs, representatives, executors, administrators, successors-in-interest and permitted assigns
 as well as the members of the said HUF, their heirs, executors, administrators, successors-in-
 interest and permitted assigns) of the **OTHERPART**.

WHEREAS:-

1. The City and Industrial Development Corporation of Maharashtra Limited is a
 Government Company within the meaning of the Companies Act, 1956, (hereinafter referred to
 as "The Corporation/CIDCO Ltd") having its registered office at "Nirmal", 2nd floor, Nariman

Point, Mumbai - 400 021. The Corporation has been declared as a New Town Development Authority, under the provisions of sub sec. (3-A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act No. XXXVIII of 1966, hereinafter referred to as 'the said Act') for the New Town of Navi Mumbai by Government of Maharashtra in the exercise of its powers of the area designated as Site for New Town under sub-section (1) of Section 113 of the said Act.

2. The State Government has acquired land within the designated area of Navi Mumbai and vested the same in the Corporation by an order duly made on that behalf as per the provisions of Sec.113 of the said Act.

3. By virtue of being the Development Authority, the Corporation has been empowered under Section 118 of the said Act to dispose off any land acquired by it or vested into it in accordance with the proposal approved by the State Government under the said Act.

4. By virtue of Agreement to Lease dated 21st October, 2011 executed between CIDCO Ltd. and 1) Shri. Ganpat Changu Thakur, 2) Smt. Hausabai Gomaji Thakur, 3) Smt. Sarita Gomaji Thakur, 4) Smt. Gangabai Changu Thakur and 5) Smt. Jankibai Namdev Gharat, all adults, Indian Inhabitants, having their common address at Dhutum, Post Jasai, Taluka Uran, Raigad (hereinafter collectively referred to as the said Original Licensees), the CIDCO Ltd. has granted in favour of the said Original Licensees all that piece and parcel of Land known as Plot No. 31, Sector – 55, in Village/Site Dronagiri of 12.5% (Erstwhile Gaothan Expansion Scheme) Scheme, containing by measurement 999.97 Square meters or thereabouts (hereinafter referred to as the said Plot) and which is more particularly described in the First Schedule hereunder written, upon such terms and conditions as mentioned in the said Agreement to Lease and upon covenants mentioned therein, for a period of 60 years, with a right to develop the same as permissible under General Development Control Regulations for New Bombay, 1975. The said Agreement to Lease is registered with the Sub Registrar of Assurances under Serial No. URN–1475-2011 dated 09-11-2011.

5. By a Tripartite Agreement dated 26th December, 2011 executed between CIDCO Ltd., the said Original Licensees and 1) Mr. Vinod M. Patel and 2) Mr. Ashwin Tulsibhai Patel, both Adults, Indian Inhabitants, having their common address at Satyam Arcade, Plot No. 26, Sector 21, Kamothe, Navi Mumbai (hereinafter referred to as the said New Licensees), the CIDCO Ltd. agreed to accept and substitute the said 1) Mr. Vinod M. Patel and 2) Mr. Ashwin Tulsibhai Patel as the New Licensees for the said plot upon such terms and conditions as mentioned therein. The said Tripartite Agreement is registered with the Sub-Registrar of Assurances under Serial No. URN–1763-2011 dated 26-12-2011.

6. The CIDCO Ltd., vide its letter bearing reference no. CIDCO/VASAHAT/SATYO/DRONAGIRI/143/2011 dated 05-01-2012 has substituted the said New Licensees as the Licensees in respect of the said plot instead and in place of the said Original

Licensees and at the request of the said Original Licensees, the CIDCO Ltd. has transferred the said plot in favour of the said New Licensees upon such terms & conditions as mentioned therein.

7. Thereafter, by another Tripartite Agreement dated 22nd August, 2013 executed between CIDCO Ltd., the said New Licensees and one Mr. Changarath Prabhakar Menon, an adult, Indian Inhabitant having his address at 31/48, Shiv Centre, Sector-17, Vashi, Navi Mumbai – 400 703 (hereinafter referred to as the said Subsequent New Licensee), the CIDCO Ltd. agreed to accept and substitute the said Mr. Changarath Prabhakar Menon as the Subsequent New Licensee in respect of the said plot upon such terms and conditions as mentioned therein. The said Tripartite Agreement is registered with the Sub-Registrar of Assurances under Serial No. URN-1348-2013 dated 22-08-2013.

8. The CIDCO Ltd., vide its letter bearing reference no. CIDCO/VASAHAT/SATYO/DRONAGIRI/143/2013 dated 27-08-2013 has substituted the said Subsequent New Licensee as the Licensees in respect of the said plot instead and in place of the said New Licensees and at the request of the said New Licensees, the CIDCO Ltd. has transferred the said plot in favour of the said Subsequent New Licensee upon such terms & conditions as mentioned therein.

9. Further, by another Tripartite Agreement dated 27-06-2019 executed between the CIDCO Ltd., the said Subsequent New Licensee and the Promoters herein, the said Subsequent New Licensee agreed to transfer & assign in favour of the Promoters herein all their rights, title & interest in respect of the said plot and the CIDCO Ltd. has granted to the said Promoters herein license to enter the said Plot upon such terms and conditions as mentioned therein. The said Tripartite Agreement is registered with the Sub-Registrar of Assurances under Serial No. URN-1639-2019 dated 27-06-2019.

10. The CIDCO Ltd., vide its letter bearing reference no. CIDCO/VASAHAT/SATYO/DRONAGIRI/143/2019/5606 dated 26-07-2019 has substituted the Promoters herein as the New Licensees instead and in place of the said Subsequent New Licensee and at the request of the said New Licensees, the CIDCO Ltd. has transferred the said plot in favour of the Promoters herein upon such terms & conditions as mentioned therein.

11. In the above circumstances, the Promoters are entitled to develop the said plot by constructing Residential Building/s as per the Building plans sanctioned by the concerned Authority.

12. The said Subsequent New Licensee, through his Architect **AMIT N. PATIL**, having his Office address at 217, 2nd Floor, Shiv Centre, Sector 17, Vashi, Navi Mumbai - 400703 have prepared building plans by initially utilizing the permissible FSI, by proposing to construct a Residential Building on the said plot (hereinafter referred to as the said Layout). The said

Subsequent New Licensee has submitted to the CIDCO Ltd. and other authorities the building plans, specifications and designs for the said plot. The CIDCO Ltd. has sanctioned the Building plans, specifications and designs submitted by the said Subsequent New Licensee and granted its Commencement Certificate and Development permission vide its letter dated 11-06-2015 having reference no. CIDCO/BP-12843 /TPO (NM & K) /2015/642 to construct a Residential Building of Ground and upper floors. The Subsequent New Licensee /Promoters herein agree and undertake that the Subsequent New Licensee/ Promoters shall not make any changes to these layout plans except in strict compliance with Section 14 of Real Estate (Regulation and Development) Act, 2016 and other laws as applicable. The copy of the said Commencement Certificate dated 11-06-2015 is annexed hereto and marked as **Annexure "A"**. The Purchaser/s is/are informed and aware and hereby accepts that the Promoters are free and entitled to amend and/or modify the said plans and add to the said structure as may be possible and permissible provided however that the same does not in any manner prejudicially alter the plan and specifications of the Flat agreed to be purchased by the Purchaser/s hereunder.

13. The Subsequent New Licensee have also appointed "**S R Consultants**" as RCC Consultants and have entered into standard Agreement for carrying out the construction of the said Building/s and also have entered into standard agreement with the Architect for preparing plans of the said Building/s.

14. The said plot is earmarked for the purpose of building a Residential Project/Building consisting of Stilt + 13 upper Floors, whereunder the Ground Floor is reserved for Stilt & Open Car Parking, the First Floor onwards till Thirteenth Floor is reserved for the Residential Flats, The Project shall be known as "**ASTROVA**" (hereinafter referred to as the said Building/Project).

15. The Promoters have registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at Mumbai on _____ under registration no. _____. The copy of the Certificate of Registration of the Project is annexed hereto and marked as **Annexure "B"**.

16. In the above circumstances, the Promoters, being the Licensees in respect of the said Plot, are entitled to develop the said plot by constructing building/s as per the building plans sanctioned by the concerned authority.

17. The Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the Promoters will develop the said Plot by constructing building/s to be used for Residential purpose and as per the sanctioned plans, with such modifications thereto as the Promoters may from time to time determine and as may be approved by the concerned local bodies and/or authorities. The Schedule of the said development will also be determined by the Promoters, at their own discretion.

18. The Purchaser/s has/have seen the approved plans as prepared by the Architect and the

Purchaser/s is/are aware that the Promoters may change the said building plans from time to time and/or as may be required by the CIDCO Ltd. and/or all other concerned authorities while giving the approval to the same and/or at any time and from time to time thereafter. A Layout Plan of the said plot is annexed hereto and marked as **Annexure "C"**.

19. The Promoters have now commenced construction of the Building on the said Plot in accordance with the sanctioned plans as per Commencement Certificate dated 11-06-2015. The Promoters shall continue the development of the said plot in accordance with such further development permission and Commencement Certificate. As per the terms & conditions of the said Agreement to Lease, the Promoters are desirous of selling Premises in the said building project which is intended to be named as "**ASTROVA**" or will have such name as the Promoters may decide. The Purchaser/s has/have, after understanding the manner in which the development of the said plot shall be completed by the Promoters, agreed to purchase from the Promoters a Flat in the said Project for such consideration and upon such terms and conditions as appearing hereinafter.

20. The Report on Title issued by M/s. Himanshu Bheda & Associates, Advocates has been seen and inspected by the Purchaser/s and a copy thereof has been annexed hereto and marked as **Annexure "D"**. The Purchaser/s has/have, also prior to the execution of this Agreement, for himself/herself satisfied about the right and title of the Promoters to the said Plot, the right of the Promoters to develop the said Plot and to construct the said building on the said Plot, more particularly described in the First Schedule hereunder written. The Purchaser/s, by virtue of his/her/their having executed this Agreement, is/are deemed to have accepted the title of the Promoters to the said plot as clear & marketable and no further requisition or objection shall be raised upon it in any matter relating thereto.

21. The Purchaser/s has/have demanded and the Promoters have given to the Purchaser/s inspection of the following documents:

a i. Agreement to Lease dated 21st October, 2011.

ii. Tripartite Agreement dated 26th December, 2011.

iii. CIDCO's Transfer Order dated 05-01-2012.

iv. Tripartite Agreement dated 22nd August, 2013

v. CIDCO's Transfer Order dated 27-08-2013.

vi. Tripartite Agreement dated 27-06-2019.

vii. CIDCO's Transfer Order dated 26-07-2019.

viii. Report on Title issued by M/s. Himanshu Bheda & Associates.

ix. All other relevant documents, letters, papers and writings referred to herein.

b. All plans sanctioned by CIDCO Ltd. and other authorities, the designs, specifications, etc. submitted to CIDCOLtd. and other authorities as required under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made thereunder, including the Commencement Certificate dated 11-06-2015.

c. The Purchaser/s has/have examined the foregoing Agreements and relevant documents, letters, papers and writings, inspection of which, the Promoters have given to him/her/them and got him/her/them satisfied.

22. On satisfying himself/herself/themselves about the plans and other terms and conditions including the Title, the Purchaser/s hereby agree/s to purchase Flat No. _____ on the _____ Floor, admeasuring _____ square meters (Carpet Area) or thereabouts in the Project/Building known as “**ASTROVA**” to be constructed on the said plot (hereinafter referred to as the said Premises and which is more particularly described in the Second Schedule hereunder written) for a total consideration of Rs. _____ /- (Rupees

_____ Only). The Typical floor plan of the said Premises is annexed hereto & marked as **Annexure “E”**. This carpet area is inclusive of unfinished wall surfaces, area under RCC Column and shear wall and other such structural members of the premises in the Building on the said Plot being constructed thereof, as per the rules and regulations of Real Estate (Regulation and Development) Act, 2016.

23. The Promoters have further represented that as per the sanctioned Building plans, CIDCO Ltd. has sanctioned certain additional areas as permitted under GDCR. The Certificate of the Architect detailing the aforesaid additional areas is annexed hereto and marked as **Annexure “F”**. The Promoters have paid necessary premium/charges to the CIDCO Ltd. for getting the sanction of the said additional areas from CIDCO Ltd. The aforesaid additional areas are fused to the said premises. However, the Promoters have not charged any additional consideration for the aforesaid additional areas from the Purchaser/s.

24. The Purchaser/s has/have seen and approved the Building and floor plan, and have understood the nature and quality of construction and fittings, fixtures, facilities and amenities to be provided in the said premises as per the general specifications and amenities to be provided in the said premises.

25. 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.

26. Both, the Promoters and the Purchaser/s, hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

27. Now both the parties are desirous of recording the terms and conditions of these presents so reached between them.

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

1. ACT AND RULES GOVERNING THE AGREEMENT:

This Agreement shall always be subject to the provisions contained in the Real Estate (Regulation and Development) Act, 2016 (RERA) or any amendment therein or re-enactment thereof for the time being in force or any other provisions of law applicable from time to time and the rules framed thereunder. Under the provisions contained in the Real Estate (Regulation and Development) Act, 2016, the Promoters are the Promoters and all references herein shall be read and construed accordingly. The said Real Estate (Regulation and Development) Act, 2016 shall be hereinafter referred to as the "Act" and the Rules framed there under shall be referred to as the "Rules".

2. INSPECTION OF DOCUMENTS AND SITE VISIT:

The Purchaser/s has/have inspected the Agreements, Sanctioned Plans and other relevant documents required to be given by the Promoter under the provisions of the Real Estate (Regulation and Development) Act, 2016 in respect of the said plot and the Purchaser/s has/have visited the site of construction and made himself/herself/themselves familiar with the terms and conditions imposed by CIDCO Ltd. and other relevant authorities. The Purchaser/s bind/s himself/herself/themselves to adhere with terms and conditions of all documents/correspondence with CIDCO Ltd. and other concerned authorities. All the liabilities pertaining to the above shall be borne and paid by the Purchaser/s as and when demanded by the CIDCO Ltd./other concerned authorities or the Promoters.

3. ADDITIONS AND ALTERATIONS:

The Promoters shall under normal conditions construct building/s on the said plot in accordance with the said plans and specifications duly approved and sanctioned by CIDCO and other concerned authorities. It is agreed that the Promoters shall, save as permissible under the Act and the Rules, not make any additions and alterations in the sanctioned plans, layout plans in respect of the said premises, plot or building, as the case may be, without the previous written consent of the Purchaser(s)/Allottee(s). Provided however, in case if any change, additions, alterations in the layout plans are required by the sanctioning Authority, then such additions, alterations, shall be carried out without seeking any prior permission from the Purchaser(s)/Allottee(s) and the Purchaser(s)/Allottee(s) shall not challenge, dispute or raise any objection against the said changes in the sanctioned plans. Provided further that the Promoters may make such minor additions or alterations as may be required by CIDCO Ltd./other concerned Authorities as per the provisions of the Real Estate (Regulation And Development) Act, 2016 or any other act, statute or law governing the development of the said Plot. The Promoters shall keep the said revised plans and specifications at the office of the Promoters for inspection of the Purchaser/s.

4. SALE OF PREMISES AND PAYMENT CONDITIONS:

4 (a) The Purchaser/s hereby agree/s to purchase Flat No. _____ on the _____ Floor, admeasuring about _____ Square meters equivalent to _____ square feet or thereabouts (Carpet Area) in the Building/Project known as “**ASTROVA**” which is to be constructed on the said plot and *pro rata* share in the common areas [(“**Common Areas**”) as defined under clause (n) of Section 2 of Real Estate (Regulation and Development) Act, 2016] (hereinafter referred to as the said Premises and which is more particularly described in the Second Schedule hereunder written) for a total consideration of Rs. _____ /- (Rupees _____ Only). As mutually discussed and agreed between the Promoters and the Purchaser/s, the said total consideration shall be paid by the Purchaser/s to the Promoters as per the Payment Schedule annexed hereto and marked as **ANNEXURE “G”** (time being essence of the contract). The above consideration does not include various other charges, expenses more particularly mentioned in this Agreement and the same shall be paid by the Purchaser/s over and above the consideration mentioned herein on their respective due dates.

4 (b) The said total consideration excludes Taxes [consisting of tax paid or payable by the Promoters by way of GST or any other similar taxes which may be levied, in connection with the purchase of the said premises and construction of the Project, payable by the Promoters] payable in accordance with the rules, regulations and notifications applicable at the relevant time even after the date of handing over the possession of the said premises. The mutually agreed consideration mentioned in clause 4(a) hereof has been quoted by the Promoters and accepted by the Purchaser/s, is an ex-GST price/consideration after factoring the entire input rebate for GST (If any) that shall be available as per the provisions of Goods and Services Tax Act, 2017 and hence, the provisions of Section 171 of the said GST Act, 2017 shall be read and construed accordingly. Any change in any law, notification and regulation from the Statutory Authorities relating to the input rebate for GST (If any) or any other provisions shall be applicable and binding on the Purchaser/s and the Purchaser/s shall be bound to pay any sum payable pursuant to the said change in law.

4 (c) The Promoters have further represented that as per the sanctioned Building plans, CIDCO has sanctioned certain additional areas as permitted under GDCR. The Certificate of the Architect detailing the aforesaid additional areas is annexed hereto. The Promoters have paid necessary premium/charges to CIDCO for getting the sanction of the said additional areas from CIDCO. The aforesaid additional areas are fused to the said premises. However, the Promoters have not charged any additional consideration for the aforesaid additional areas from the Purchaser/s. The Certificate issued by the Architect certifying the said carpet area and the said additional area sanctioned by CIDCO as mentioned herein above shall be final and binding on the parties hereto.

4 (d) The Promoters shall periodically give intimation to the Purchaser(s)/Allottee(s), on the amount payable as stated in Clause 4(a) above and the Purchaser(s)/Allottee(s) shall make

payment within 10 (Ten) days from the date of such written intimation. In addition, the Promoters shall provide to the Purchaser(s)/Allottee(s) the details of the taxes payable or demanded along with the acts/rules/notifications together with dates from which such taxes/levies, etc. have been imposed or become effective.

4 (e) The said total consideration is mutually agreed and subject to such increases which are due to increase on account of development charges or any other charges, deposits, fees, etc. payable to the competent authority and/or any other increase in Taxes, Charges, Cess which may be levied or imposed by the competent authority from time to time. The Promoter agrees that while raising a demand on the Purchaser(s)/Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoters shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser(s)/Allottee(s), which shall only be applicable on subsequent payments.

4 (f) The Carpet area of the said premises is in accordance with the definition of the Carpet area as per the Real Estate (Regulation and Development) Act, 2016. Further, the Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the carpet area mentioned in this Agreement is on the basis of unfinished internal wall surface, area under RCC Column and shear wall and other such structural members of the premises, and the carpet area of the said premises upon completion shall include the plastering on the Wall, POP, if any, the areas under the wall and under RCC columns, shear walls and other structural members. Therefore, the Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that there is likelihood that there can be some discrepancy in the Carpet area mentioned in this Agreement and the final carpet area of the said premises upon completion as mentioned in the Certificate issued by the Architect shall be final and binding on the parties. The Purchaser/s hereby agree, declare, confirm and undertake not to raise any objection, claim, dispute regarding such discrepancy in respect of the said carpet area. The Promoters shall confirm the final carpet area that has been allotted to the Purchaser(s)/Allottee(s) after the construction of the Building/s is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. If there is any reduction in the carpet area within the defined limit, the total price payable for the carpet area shall be recalculated upon receiving the net carpet area statement for the said Premises from the Project Architect. In case there is any reduction in carpet area, subject to the permissible variation cap, then Promoters shall refund the excess money paid by Purchaser(s)/Allottee(s) within the time prescribed in law with annual interest at the rate specified in the Rules and if there is any increase in the carpet area allotted to Purchaser(s)/Allottee(s), the Promoters shall demand the increased consideration from the Purchaser(s)/Allottee(s) in the immediate next milestone of the Payment Schedule. All these monetary adjustments shall be made at the same rate per square foot as agreed in Clause 4(a) herein. It is agreed between the parties hereto that in case of increase or reduction in carpet area, both the Promoters and the Purchaser/s shall execute a Deed of Rectification or any other appropriate document wherein the said new carpet area of the said Premises shall be mentioned along with such other additions and alterations to this Agreement as shall be required by the

Promoters in accordance with the said the Real Estate (Regulation And Development) Act, 2016. The cost of registration of such Deed of Rectification shall be borne by the Purchaser/s alone.

4 (g) The Promoters have also informed the Purchaser/s categorically and the Purchaser/s has/have agreed/understood that all the rules and regulations governing the sale of Flats by the Promoters and/or development of the said plot by the Promoters and this Agreement shall be governed by Rules and Regulations under Real Estate (Regulation and Development) Act, 2016.

4 (h) The Purchaser/s hereby agree/s, declare/s and confirm/s with the Promoters that at the time of execution of this Agreement, the Purchaser/s shall deposit the entire TDS presently applicable at 1% of the total consideration or such amount of TDS as shall be applicable from time to time and deposit the same with the concerned authorities under Income Tax Department and the Purchaser/s shall file the necessary return of such TDS with the Income Tax authorities within the stipulated period under the Income Tax Act, 1961 and shall also issue the TDS Certificate to the Promoters within the stipulated period. The Permanent Account Number (PAN) of the Promoter is **AAUFK5866G** and the Purchaser/s shall deposit the TDS in the said PAN No. and shall complete all procedures accordingly. NOTWITHSTANDING anything contained herein, it is specifically agreed by the Purchaser that the Purchaser shall be entitled to get the credit of the TDS deducted by him/her/them only if the Promoters are entitled to get the credit from the Income Tax Department of such TDS amount paid by the Purchaser/s. Provided however, if no credit is available to the Promoters, then the same shall be reimbursed by the Purchaser/s. In case if there is any additional TDS required to be deducted (in addition to the TDS already deducted), then the Purchaser/s shall deduct the same as and when required under law and the conditions mentioned above in this Clause shall be applicable for the additional TDS so deducted.

4 (i) At the request of Purchaser/s, the Promoters have agreed to allot _____ Stilt Car parking space/s to the Purchaser/s without charging any monetary consideration for such allotment. The Purchaser/s shall be liable to utilize the said Parking space/s only for the permissible use of parking his vehicle/s and for no other purpose. The Society shall form the necessary Rules and Regulations for car parking. All the rules and regulations formulated by the Society shall be final and binding on the Purchaser/s.

5. MODE OF PAYMENT:

The payment of all the above installments will be accepted by Cheque/Demand Draft/Pay Order/NEFT/RTGS only and as per the Payment Schedule annexed hereto. The Cheque/s or Demand Draft or Pay Order should be drawn in favour of: **M/S KALPANA STERLING INFRA LLP** Account No. 4113057050, with Kotak Mahindra Bank Nerul Branch” and shall be sent to office of Promoters at 1008, Cyber One, Plot No 4&6, Sector 30A, Vashi, Navi Mumbai - 400703, either by hand delivery or by Registered A/D or by Courier (Acknowledgement Due in all types of deliveries). In case if the Purchaser/s has/have made the payment by NEFT or by RTGS, then immediately upon the Purchaser/s making such payment to the Promoter’s designated account,

the Purchaser/s shall intimate to the Promoters the UTR Number, bank details and such other details as shall be required by the Promoters to identify and acknowledge the receipt of the payment by the Promoters. In case, if the Promoters desires to receive further payments of balance installments, favouring certain other Bank Account of the Promoters, then and in that event, the Promoters shall specifically mention the new Bank Account in the Installment Demand Letter that shall be addressed to the Purchaser/s. Thereafter, the Purchaser/s shall himself/herself/themselves or cause his/her/their financial institution to draw the Cheque/s or Demand Draft or Pay Order favouring the said new Bank Account.

6. TIMELY PAYMENT OF THE INSTALLMENTS:

6(a) The Promoters shall give a Notice to the Purchaser/s intimating the Purchaser/s about the amount of the installment or the balance amount payable by the Purchaser/s to the Promoters in accordance with the Payment Schedule annexed hereto as Annexure G (Time being essence of the contract) and within 10 days from the date of letter, the Purchaser/s shall pay the amount of the said installment or the balance amount to the Promoters. The Purchaser/s will not hold the Promoters responsible for delay in postal service or delay in receipt or non-receipt of the said Notice.

6(b) Both the parties hereby agree with each other that timely payment of all the above installments and every other amount payable by the Purchaser/s under these presents to the Promoters shall be the essence of this contract. Both the Promoters and the Purchaser/s has/have mutually agreed that the Purchaser/s shall be liable and responsible to pay all the installments payable for the purchase of the said premises and other charges payable under this Agreement on their respective due dates without committing any delay, defaulter demur. The payment of any installments on the respective due date is essence of contractual shall be governed as per the terms of this Agreement. Notwithstanding the Schedule of payments mentioned in this Agreement if the Purchaser/s mixed any advance payment or additional payment not due at the time or receipt of this payment then any such advance shall be adjusted in the immediate next installment. No interest /compensation /rebate / adjustment shall be paid/made by the promoter for such advance payment made by the Purchaser/s or by housing finance companies/bank etc. on behalf of Purchaser/s. In case if the Purchaser/s has/have obtained/shall obtain from any Bank/NBFC or Money Lenders finance/Loan on the said premises, then it shall be the sole and absolute responsibility of Purchaser/s herein to ensure that the disbursement of all the installments by the Bank/Financial Institution/Money Lender is done within the time frame mentioned in this Agreement. Both the Promoters and Purchaser/s has/have further agreed that in the event of the Purchaser/s committing any delay, default or demur in paying any three installments then and in that event, the Promoters shall give 15 days' Notice to the Purchaser/s to pay all the outstanding amounts together with fresh installments (if the same becomes due and payable). If the Purchaser/s fail/s to pay the entire outstanding amounts to the Promoters within the time prescribed under the Act and the Rules, then the Promoters shall be entitled to terminate and cancel this Agreement and all legal consequences as per the Act and the Rules shall follow. Subsequent to such termination, the Promoters shall

deduct 10% of the said total consideration of the said premises, the interest accrued on the defaulted payments and refund the balance amount (if any) to the Purchaser/s. The refund by the Promoters shall be subject to the repayment of the loan amounts and interest and other charges payable under the terms and conditions of mortgage NOC or any other confirmation given to any Bank, NBFC, Financial Institution in case of the mortgage of the said premises. The refund, after deducting such amounts as are deductible under this Agreement, shall be paid directly to such Bank, NBFC, Financial Institution only after the Purchaser/s has/ have fully and entirely paid any other balance amount as shall be due and payable by the Purchaser/s to such Bank, NBFC, Financial Institution after adjusting the total refund that the Promoters shall deposit with such Bank, NBFC, Financial Institution. Further, the Purchaser/s shall obtain from such Bank, NBFC, Financial Institution the No Dues Certificate giving the full discharge of the loan taken and also NOC in favour of the Promoters to resell the said premises to any third party without having any reference or recourse to the housing loan taken by the Purchaser/s. In the event of the Purchaser/s not obtaining such No Dues Certificate and NOC within a period of 15 days from the date of such cancellation/ termination, then and in that event, the Purchaser/s shall be liable to pay to the Promoters interest at maximum permissible rate for such delay. In case of such termination, the Stamp Duty, Registration charges, GST and all taxes paid by the Purchaser/s shall neither be refunded by the Promoters nor will the Promoters be under any obligation to facilitate the refund. It is further agreed by the parties hereto that part payment of any installment shall be construed to be the default in the payment of the said installment. The Purchaser/s hereby agree/s and confirm/s to the aforesaid arrangement and agrees not to dispute or raise any objection against the Promoter/s or any Order or judgment that shall be passed against the Purchaser/s in law. In the event of such termination, the Promoters shall be entitled to resell the said premise to such third person/party, as the Promoters may deem fit, necessary and proper and recover and appropriate to themselves the entire sales consideration and other amounts that shall be received from such resale.

6 (c) It is agreed by the Purchaser/s that till such time as he/she/they has/have paid to the Promoters the entire consideration with or without interest amounts (as the case may be), as are stipulated hereinafter and all other outstanding amounts payable in respect of the said Premises, he/she they shall not claim any right, title, interest or possession in, of, over and upon the said Premises. Further, the Purchaser/s is/are also aware that ultimately the Promoters herein, in their sole and absolute discretion, shall, as per the provisions of Real Estate (Regulation and Development) Act, 2016, form a Co-operative Society or Company or Association (hereinafter referred to as the said Society) execute Lease Deed/ Deed of Assignment in favour of such Co-operative Society or Company or Association that shall be formed for the said Building/ the entire layout, within the period stipulated under Law.

6(d) The Promoters shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser(s)/Allottee(s) and such third party shall not have any right in the application/allotment of the said premises applied for herein in any way and the Promoters shall be issuing the payment receipts in favour of the Purchaser(s)/Allottee(s) only.

7. The Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the Promoters are proposing to provide the external amenities as mentioned herein and Society Office in the said Complex, the management thereof shall initially be entrusted to such person or party as the Promoters may deem it necessary and proper and upon the Society formation, the management may be entrusted to the Society/Ultimate Organization of Purchasers that shall be formed.

8. It is made clear by the Promoters, and the Purchaser(s)/Allottee(s) agree/s that the said premises shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said plot and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser(s)/Allottee(s). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchaser(s)/Allottee(s) of the Project.

9. CANCELLATION BY PURCHASER(S)/ALLOTTEE(S):

The Purchaser(s)/Allottee(s) shall have the right to cancel/withdraw his/her/their allotment in the Project as provided in the Act. Provided that where the Purchaser(s)/Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoters, the Promoters herein are entitled to forfeit 10% of the total consideration for the allotment. Subject to the terms and conditions of mortgage NOC or any other confirmation given to any Bank, NBFC, Financial Institution, in case of the mortgage of the said premises, the balance amount of money paid by the Purchaser(s)/Allottee(s) shall be returned by the Promoters to the Purchaser(s)/Allottee(s) within 45 days of such cancellation without any interest. Provided however, such refund amount, if any, shall be governed as per the provisions of clause 6 (b) hereof. In this case, the Purchaser/s will not be entitled to any claim/taxes paid by them or demand Registration charges, Stamp Duty or interest paid by them. In the event of such Cancellation, the Promoters shall be entitled to resell the said premise to such third person/party, as the Promoters may deem fit, necessary and proper.

10. The Promoters shall provide the amenities and facilities as per the List of Amenities annexed hereto and marked **ANNEXURE "H"**.

11. RIGHTS OF THE PROMOTERS TO AMEND THE LAYOUT AND OBTAIN AMENDMENT IN SANCTION PLANS AND TO UTILIZE THE ENTIRE FSI/ADDITIONAL FSI/TDR OR ANY INCREMENTAL FSI:

The Purchaser/s hereby agree/s, declare/s and confirm/s that the Promoters shall have irrevocable rights for the purpose as set out herein below & the Promoters shall be entitled to exercise the same as if Purchaser/s has/have given prior written consent to the Promoters as required under the said Act. However, with a view to remove any doubt, the Purchaser/s hereby

confer/s upon the Promoters such right/authority to the Promoters for the purpose as set out herein below:

(a) The Promoters hereby declare that the Floor Space Index available as on date in respect of the said plot on the basis of 1.5 FSI is $999.97 \times 1.5 = 1499.96$ Sq. meters and the Promoters have planned to utilize the entire Floor Space Index of 1499.96 Sq. meters (as per Commencement Certificate, Total BUA is 1499.216 Square meters) by availing the FSI available as mentioned in the Development Control Regulation which are applicable to the said Project. The Promoters have disclosed the Floor Space Index on the basis of 1.5 FSI is 1499.96 Sq. meters as proposed to be utilized by them on the said plot in the said Project and the Purchaser(s)/Allottee(s) has/have agreed to purchase the said premises based on the proposed construction and sale of premises to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

(b) Save as mentioned in Clause 11(a) hereof, the Promoters hereby declare that no part of the said Floor Space Index for the said plot has been utilized by the Promoters elsewhere in any other plot for any purpose whatsoever. The Promoters shall be entitled to consume the entire FSI/TDR/Additional FSI as may be available in respect of the said plot or any part thereof at present or in future by constructing additional floor(s)/Wing(s) on the said plot in accordance with the Act and Rules, as the Promoters shall think fit and proper.

(c) In case the said FSI has been utilized by the Promoters elsewhere, then the Promoters shall furnish to the Sanctioning Authorities all the detailed particulars in respect of such utilization of said FSI by them. In case while developing the said plot, the Promoters have utilized any FSI of any other land or property by way of floating FSI or otherwise howsoever, then the particulars of such FSI shall be disclosed by the Promoters to the Sanctioning Authorities.

(d) The Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the Promoters will develop the said plot by constructing Building/s to be used for permissible users/purposes and any other purpose as shall be permitted as per the sanctioned plans, with such modifications thereto as the Promoters may from time to time determine and as may be approved by the concerned local bodies and/or authorities. The schedule of the said development will also be determined by the Promoters/at their own discretion.

(e) Without modifying the plan of the said Premises, the Promoters shall be entitled to amend, modify and/or vary the building plans or the lay out or sub-division plan/s as also the specifications in respect thereof as may be permissible under the Act and Rules.

(f) The Purchaser/s or the Society of the Purchaser/s of all premises holders shall not raise any objections on any ground as to Promoters rights reserved hereunder and as shall be available to the Promoters under the Act and the Rule.

(g) The Promoters hereby reserve full right and absolute authority to utilize the (i) entire FSI, (ii) additional FSI, (iii) TDR or any incremental FSI/building potential which the Promoters shall become entitled to in future, (iv) any FSI/benefit that may become available due to change in rules and regulations of CIDCO Ltd., whereby certain areas which presently are categorizing under consumable FSI, is permitted to be constructed free of FSI or certain additional benefits/ additional FSI is likely to be granted by CIDCO Ltd. and other concerned Authorities or (v) by virtue of excluding certain part of area / FSI computed under carpet area subsequently being permitted as free area under the revised rules and regulations of CIDCO Ltd. Such additional / incremental/ Free FSI shall be consumed by the Promoters by constructing additional flats either within the said existing structure or by constructing additional floors as may be permitted by CIDCO Ltd. Further, the Promoters shall be entitled to utilize, construct, develop and sell/dispose of the premises so constructed by utilizing such FSI, additional FSI, TDR or any incremental/Free FSI/building potential in such manner and in such phases in accordance with Act and Rules of said Real Estate (Regulation and Development) Act, 2016, even after the Co-operative Housing Society is formed and/or Lease Deed/Deed of Assignment for any particular Building is executed by the Promoters. For the aforesaid purpose, the Promoters shall have the right to make addition, raise storey or to put up additional structure which shall be the sole property of the Promoters who will alone be entitled to dispose them off in such a manner and on such terms as the Promoters may deem fit or proper and the Purchaser/s hereby consent to the same. The Promoters shall, after consuming such balance and/or additional FSI/TDR or any incremental FSI/building potential by constructing such permissible tenements on the said plot, be entitled to sell such tenements for such permissible uses, to such persons and for such consideration as they may in their absolute discretion deem fit and proper. Thus, by virtue of the Purchaser/s having signed this Agreement, it shall be construed that the Purchaser/s has/have given his/her/their specific irrevocably written consent and no objection to the Promoters for submitting the revised layout plans and changing the Building/Premises to be constructed on the said plot, as the Promoters may deem fit proper and necessary in their absolute, unrestricted and unqualified discretion. The Purchaser/s for himself/herself/ themselves and on behalf of his/her/their respective heirs, legal representatives and assigns, hereby gives the Promoters full right and absolute irrevocable, unconditional right authority to carry out the construction by utilizing the balance FSI as per the Revised Building plans that shall be sanctioned by CIDCO Ltd. and other Authorities, including in accordance with such amendments additions, alterations in such building plans that the Promoters may propose and CIDCO Ltd. and other Authorities may sanction from time to time and further agree, declare and confirm that the said Revised Building Plan for consumption of the entire available FSI, as shall be sanctioned by CIDCO Ltd. and the concerned authorities shall be final and binding on the Purchaser/s

and his/her/their legal heirs/assigns and neither the Purchaser/s nor his/her/their legal heirs/assigns shall raise any objection or dispute in case of any change in the sanctioned Plan for the balance/ additional FSI nor the Purchaser/s or his/her/their legal heirs/assigns cause any hindrance, obstruction in the Promoters carrying out all the development activity on the basis of Revised Building Plan that shall be sanctioned by CIDCO Ltd. and other authorities on the said plot. The rights of the Purchaser/s are restricted only to the said premises agreed to be purchased.

(h) The Purchaser/s hereby agree/s and undertake/s to execute/deliver letter of consent under the provisions of Real Estate (Regulation and Development) Act, 2016, without raising any objection or requisition.

(i) Irrespective of possession of the said premises being given to the Purchaser/s or not, the rights under this clause and/or under this Agreement reserved for the Promoters to exploit the potentiality of the said plot, shall be valid, subsisting and binding on the Purchaser/s and shall continue to vest in the Promoters even after the execution of the Lease Deed/Deed of Assignment in favour of the Society that shall be formed. All the aforesaid rights of the Promoters to exploit the said potentiality shall remain unchanged, unhindered and the Promoters shall execute the Lease Deed/Deed of Assignment reserving with themselves all such rights, title, interest in the said plot in their favour as may be outstanding at the time of execution of such Lease Deed /Deed of Assignment in favour of the Society that shall be formed. The Purchaser/s hereby agree/s declare/s and undertake/s not to obstruct, create hindrances, challenge or dispute the rights of the Promoters to carry out the construction and development and to utilize and exploit full potentiality of the said plot. The Purchaser/s further agree/s not to challenge, dispute or hamper such development that the Promoters may carry out either on the grounds of nuisance, inconvenience or health grounds or any other grounds or reasons whatsoever.

(j) The Purchaser/s herein doth, in accordance with the Act and the Rules, hereby agree and give their irrevocable consent that the Promoters shall have full right and absolute authority to make additions, alterations, amendments & changes in the building plans and/or to the said Building/s to be constructed on the said plot or any part thereof for any users or to change the user (excluding the said Premises) including to raise additional floors or structures on the said Building or open part or parts of the said Building /Plot including the terrace at anytime either before or after transfer of the Plot & such rights shall include the right to use/consume FSI or additional FSI or global FSI which may become available in respect of the said plot or any other lands at anytime hereafter in future by reserving such rights in Lease Deed/Deed of Assignment or to make such amendments, alterations in the revised sanctioned plan as may be permitted by the CIDCO Ltd. and/or any other authorities and such additions of additional structures or floors or storey or

Premises shall be the sole and absolute right and entitlement of the Promoters who shall be fully entitled to sell, deal with and dispose of the same to any person/s.

(k) It is furthermore agreed that if any modification, addition, demolition, variation, construction or alteration is required to be made by the CIDCO Ltd. or any other concerned authority due to change in the prevalent building byelaws or on account of change in policy, then after the receipt of Occupation Certificate from CIDCO Ltd. the same shall be carried out and complied with by the Purchaser/s at his/her/their own costs and expenses and the Promoters shall neither contribute any amount nor shall they be anywise liable or responsible for the same.

12. The Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that he/she/they shall use the said premises only for the Residential purposes and he/she/they shall not change the user of the premises.

13. PURCHASER/S COVENANTS:

The Purchaser/s for himself/herself/themselves do hereby covenant with the Promoters as follows:

(a) To pay to the Promoters such amounts as shall be required to pay to CIDCO Ltd./ other concerned authority for obtaining its NOC/permission for the sale of the said premises by the Promoters to Purchaser/s and to do such deeds, documents and to comply with all such terms and conditions as may be stipulated by CIDCO Ltd. or other concerned authority in this regard.

(b) To maintain the said premises at his/her their own costs, charges & expenses in good tenable repair and condition from the date of receipt of intimation from the Promoters that the said premises is ready, irrespective of the fact whether the Purchaser/s has/have taken possession or not and shall not do or suffer to be done anything in or to the Building/s in which the said premises is situated, or to act or to do anything against the rules, regulations and bye-laws of concerned local authorities or Co-operative Society or change/alter or make any addition and/or alteration in or to the said premises or any part thereof, without obtaining prior written consent of the Society that shall be formed.

(c) Not to store in the said premises any goods/articles which are of hazardous, combustible or dangerous nature or are so heavy that it may damage the construction/structural stability of the building in which the said premises are situated or storing of which is objected to by the concerned local or other authority and shall not carry or cause to be carried any heavy package on the upper floor/s which may damage or are likely to damage the common passage, staircase or any other structures of the said building including entrance of the building in which the said premises is situated and in case, if any damage is caused to the building or to the said premises on account of

negligence or default of the premises by Purchaser/s in this behalf, then Purchaser/s shall alone be liable for the costs and consequences of such breach/default.

(d) During the course of the Purchaser/s carrying out the said interior work if there is any damage to the said premises or to the said building or to any of the open areas or if the work disturbs the elevation/aesthetics of the building or if the interior work interferes or damages any of the RCC members of the said building or is not in accordance with law or the permission given by the Promoters or is in contravention of the rules and regulations of the CIDCO Ltd. or other Concerned authorities, then immediately upon intimation of the same, the Purchaser/s shall remove such alteration and restore to its original state at his/her/their own cost, failing which, the Promoters shall have full right and absolute authority to remove/demolish such work as may be in contravention as mentioned hereinabove and to restore the said premises/building/open spaces in their original form at the entire cost, risk and expense of the Purchaser/s. The affixing of such costs will be at the sole discretion of the Promoters.

(e) Further, as a result of any work, addition, alteration, amendment and change made by the Purchaser/s, if there is any damage to any adjoining premises or any premises above or below the said premises or abutting the said premises or to any portion of the said Building, then the Purchaser/s shall be liable and responsible to carry out the necessary repairs to all such premises or any part of the Building as may be required under the Act and the Rules and the Promoters shall be absolved of the obligation and the responsibility under the Act and Rules.

(f) Similarly, if as a result of any addition, alteration or changes carried out by the Purchasers to his/ her/ premises, if CIDCO Ltd or any other Authority adopts any action either against the Promoters or the said Building/Project, then the Purchaser/s alone shall be liable and responsible for all such actions in law. The Promoters shall have further rights to adopt such action against the Purchaser/s including that of termination of this Agreement and/or recovery of compensation as the Promoters may be entitled under the Act and Rules.

(g) To carry out at their own cost, charges and expenses, all internal repairs to the said premises and maintain the said premises in the same condition, set and order in which it was delivered by the Promoters to the Purchaser/s and not do or suffer to be done anything in/to the building or the said premises which may contravene the rules, regulations and bye-laws of the concerned local authority or the said society nor cause any alterations in elevation or outside colour scheme of the said building/s in which the said premises is situated and shall also keep the sewers, drains, pipes of the said premises or appurtenances thereto in good and tenantable conditions so as to support or protect other parts of the building in which the said premises is situated and shall not chisel or in any manner damage the columns, beams, walls, slabs, RCC, pardis, or conduct any other structural changes in the said premises.

(h) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said plot or building in which the said premises are situated or any part thereof, whereby any increase in premium shall become payable in respect thereof.

(i) Not to throw any dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises into the compound or any part of the said plot and building in which the premises is situated. The Purchaser/s should strictly abide by the prescribed methods of garbage disposal, including following of stipulations by the local civic body to segregate the dry and wet garbage at source.

(j) The Purchaser/s shall not let, sub-let, transfer, assign or part with possession of the said premises or his/her/their interests or benefits under this Agreement until all dues, payable by him/her/them to the Promoters under this Agreement are fully paid and only if the Purchaser/s has/have not been guilty of breach for non-observance of any of the terms & conditions of this Agreement or until the Purchaser/s has/have intimated about the same in writing to the Promoters.

(k) That Purchaser/s shall observe and perform all rules and regulations which the society or a limited company may adopt at its inception and the additions, alterations or amendments which may be made therein from time to time for the protection and maintenance of the said building or the said premises therein that may be made from time to time for observance and performance of building rules, regulations and bye-laws for the time being in force, of the concerned local body/authority or Government. The Purchaser/s shall also observe/perform all stipulations/conditions as laid down by the said society regarding the use/occupation of the said premises in the building and shall contribute punctually towards taxes and other dues/outgoings in accordance with the terms of this Agreement.

(l) Till the Lease Deed/Deed of Assignment of the said plot along with the said building is executed in favour of the Society and subsequent thereto till the Promoters have completely utilized the FSI/Development potential of the said Plot, the Purchaser/s shall permit the Promoters, their servants and agents, with or without workmen, at all reasonable times, to enter into and upon the said plot and building or any part thereof to view the state and conditions thereof.

(m) During the course of construction, if the Purchaser/s is/are desirous of visiting the said plot, the Purchaser/s shall obtain a written permission from the Promoters. During such visits to the site, in case if there is any accident/mishap or casualty, then the Promoters will not be held responsible or liable in any manner whatsoever.

(n) In the event of Purchaser/s committing any breach or act in contravention of the above provision, the Purchaser/s shall be liable or responsible for the consequence in

respect thereof to the Promoters or to the concerned local authority or other public authority in that behalf.

14. During the construction work of the said Building, the Promoters can commence the work on any floor or Premises as per their convenience or schedule, and the Purchaser/s will not object to that, and pay his/her/their installment as per the stipulated payment schedule. The Commencement of work means the commencement of work of the said Building/s and not the commencement of work of particular Premises.

15. RESTRICTIONS ON THE PURCHASER/S:

The Purchaser/s has/have agreed, declared and confirmed with the Promoters that the Purchaser/s shall:

a. Having regard to the elevation of the buildings in the said Project, the Purchaser/s shall fix identical grills/railings and the Air Conditioner in the designated places that are predetermined by the Promoters/that shall be approved by the Promoters. The Purchaser/s shall affix the external grill/railings of such common design as shall be finalized by the Promoters in the manner and as per the specifications given by the Promoters. Accordingly, the Promoters have informed the Purchaser/s that with a view to maintain the esthetics and elevation of the said Building, the Purchaser/s shall, prior to extending the glass railings provided to the said premises/fixing the grills to the windows/balcony, take written permission from the Promoters inter-alia undertaking to use similar material and similar design to those already provided by the Promoters in the said premises.

b. Similarly the Purchaser/s shall install the Dish Antenna for the Set Top Box on the common Terrace on the Top Floor only in the area specifically earmarked for the said purpose. Similarly, for any other new/additional facility/service/s, including but not restricted to broadband/internet services, should the Purchaser/s require to install any Instrument/Receiver/Dish either outside the said premises or on the Top Terrace, then the Purchaser/s shall install such Instrument/Receiver/Dish, only after obtaining the written consent from the Promoters in the manner and at the location identified and approved by the Promoters.

c. Not put or place flower pots, vases or any plantations outside the Windows or on the grills attached to the windows/balconies.

d. The Purchaser/s shall not store any of their materials, belongings and stocks in the open passage, refuge area/common area, floor lobby, terrace, fire rescue gallery, mid landings, etc.

e. The Lift facility in this Project shall be used as per rules of the Management Company/ Co-operative Society/Condominium of Apartments/Private Limited Company which may be formed for the management of said Building/s/Complex. It is to be economically and efficiently used. The Purchaser/s as well as his/her/their employees or heirs shall not misuse the said lift and will take care and co-operate about it. The quality of lift shall be good. But it is a machine and is not manufactured by the Promoters. Therefore, during the use of the lift and even as a

result of any defect or otherwise, if anyone is injured or any damage occurs, then the Management Company/Co-operative Society/Condominium of Apartments/Private Limited Company which may be formed in future, or the Promoters shall not become responsible for it at any stage and the Purchaser/s or his/her/their employees/ heirs etc. shall not demand/shall not be entitled to demand such damages/compensation from them and the Purchaser/s hereby give his/her/their assurance and consent to such effect.

f. The Purchaser/s is/are aware that the leakage of water from the toilets, bathrooms and Pantry is also likely to happen in said premises as well as from the neighboring and upper Premises. Leaked water/moisture is likely to appear on the walls of said Premises and that may deteriorate the painting and plaster on the walls. The Purchaser/s is/are aware that water is a substance which is likely to escape, resulting into its leakage. Even if all safety and workmanship measures are taken to seal the joints of pipes, sometimes it cannot be avoided. Leakage may be due to various reasons not connected with construction. The Purchaser/s herein agree/s that the Promoters shall not be liable for any damage in the said premises due to leakage of water and its various other after effects.

g. The Promoters have informed the Purchaser/s and the Purchaser/s is/ are aware that only pet animals such as cat, dog, shall be permitted to be brought in the Society and no other wild, exotic or dangerous animals can be brought into the said property by any member or their visitors. The Promoters have further specifically informed the Purchaser/s and the Purchaser/s has clearly understood and agreed that slaughtering of the animals, treating them in inhuman and cruel manner or any act which amounts cruelty to animals shall not be permitted.

h. The Purchaser/s shall not use lifts for transporting the furniture and other construction material to their respective premise. All such transportation shall be done using the staircase only.

i. The interior work or the transportation of heavy household items shall be permitted only between 09:00 a.m. to 06:00 p.m. strictly.

16. The Promoters have provided the Car Parking on the Ground Floor and the Society Office on Terrace Floor of the Building which has been approved by the CIDCO Ltd. and other authorities. The Promoters have further categorically informed the Purchaser/s and the Purchaser/s has/have noted the following:

a. The Purchaser/s shall not enclose or encroach on the parking area that is being provided to the Society. This area being left as parking shall remain as approved by the authorities and as per plan and the Purchaser/s hereby further undertake that parking area shall not be enclosed at any later state, failing which the concerned Authority is liable to take legal action against the Purchaser/s and the Society.

- b. The Purchaser/s undertake/s that the abutting Terrace constructed as per approved Building plans shall not be enclosed.
- c. The Purchaser/s hereby further undertake/s that at the point of time when there is Lease Deed/Deed of Assignment being prepared, the Promoters shall add the above mentioned conditions in the Lease Deed/Deed of Assignment.
- d. This clause shall be binding on the entire Society and its members.

17. HANDING OVER POSSESSION:

17 (a) The possession of the said premises shall be given by the Promoters to the Purchaser/s after the said Building is ready for use and (i) the Lift License from the Lift Inspector, (ii) Fire NOC from CFO, (iii) Drainage Completion Certificate and (iv) Building Completion or Occupation Certificate shall have been obtained from CIDCO or other relevant authority or body or public authority. Since the water supply and other infrastructure such as Roads, street lights, etc. are to be provided by CIDCO Ltd. and the electricity/power connection and meter are to be provided by the MSEDCL, the Promoters shall not be held liable or responsible for any delay caused by CIDCO Ltd. in providing water supply or for providing other infrastructure such as roads, etc. or by MSEDCL in providing power supply. The Promoters shall give possession of the said premises to the Purchaser/s on or before 31-07-2023, subject to Force Majeure and reasons beyond the control of the Promoters. The Promoters shall be entitled to reasonable extension of time for completing construction of the said Premises within the aforesaid period if the same is delayed on account of:

- i. War, Civil Commotion or act of God.
- ii. Any notice, order, notification of the Government and/or other public or competent authority.
- iii. Agitation by local persons, strike (full or partial).
- iv. Non-availability of any vital building material, including cement, steel, sand.
- v. Order/judgment/decreed of any judicial/quasi-judicial body or authority restraining the development of the said plot.
- vi. Any suit, action, litigation, disputes restraining the development of the said plot.
- vii. Any change in any law, notification, and regulation relating to the development of the said Project.
- viii. Any delay that may be caused by CIDCO Ltd./ due to any matter relating to the new Airport or matters relating to Aviation Department and all other related matters.
- ix. And also the Promoters shall not be liable for any delay that shall be caused due to any delay on the part of Government, semi-government, Revenue Authority or any other concerned authority in granting the necessary permissions, sanctions, NOC that shall be required by us from time to time.

17(b) PROCEDURE FOR TAKING POSSESSION:

The Promoters, upon obtaining the Part/Full Occupancy Certificate from the competent Authority, shall offer the Purchaser in writing the possession of the said premises. The Purchaser/s shall be liable and responsible to pay the entire outstanding payable by the Purchasers under this

Agreement to the Promoters within the said period of 15 days and take possession of the said premises from the Promoters. Upon receiving the entire balance payments, together with interest accrued thereon, and upon the Purchasers complying with all the terms and conditions of this Agreement binding on the Purchasers, the Promoters shall give possession of the said premises to the Purchaser(s)/Allottee(s).

17(c) After obtaining the Occupancy Certificate and handing over physical possession of the said premises to the Purchaser(s)/Allottee(s), it shall be the responsibility of the Promoters to hand over the necessary documents and plans, including common areas, to the Association of the Purchaser(s)/Allottee(s) or the competent Authority, as the case may be, as per the local laws.

17 (d) The Purchaser/s shall be entitled to take possession of the said premises, if the Purchaser/s has/have duly observed and performed all the obligations and stipulations contained in this Agreement and also duly paid to the Promoters all and whatsoever amounts payable by the Purchaser/s under this Agreement. Provided however till such time as the Purchaser/s does/do not pay the entire monetary consideration together with the entire other charges payable hereunder, the Purchaser/s shall not be entitled to obtain the possession of the said premises purchased by him/her/them. Provided however, the Purchaser/s shall be liable and responsible to pay to the Promoters the maintenance charges and other charges as shall be demanded by the Promoters for the said premises irrespective of the fact whether the Purchaser/s has/have taken physical possession of the said premises or not.

17(e) In case if the Purchaser/s fails to take possession of the said Flat within the stipulated period after paying all the balance dues to the Promoters, then the Purchaser/s shall be liable to pay demurrage/ mutually agreed cost aggregating to Rs. 15,000 /- per month. Further, the Promoters shall not be liable or responsible to rectify or repair any damage, defect that may have been caused to the said premises from the date of the Promoters offering the possession of the said premises.

17(e) DEFAULT IN PAYMENT AND CANCELLATION OF ALLOTMENT:

The Purchaser(s)/Allottee(s) shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Purchaser(s)/Allottee(s) fail/s to make payments for any demands made by the Promoters as per the Payment Schedule annexed hereto, despite having been issued notice in that regard, then the Purchaser(s)/Allottee(s) shall be liable to pay interest to the Promoters on the unpaid amount at the rate specified in the Act and Rules.
- (ii) In case if the interest for the default in payment of any installment has not been charged to the Purchaser(s)/Allottee(s) for any reason whatsoever then, prior to the Purchaser/s Allottee/s taking the possession of their respective flat, the outstanding

interest, if any, shall be worked out and the same shall be payable by the Purchaser/s/ Allottee/s.

(iii) In case the Purchaser(s)/Allottee(s) commit/s three defaults for payment of any installment/amounts payable under this Agreement, after giving the Purchaser 15 days intimation in this regard, the Promoters shall cancel the allotment/this Agreement in respect of the said premises in favour of the Purchaser(s)/Allottee(s). Subsequent to such termination, the Promoters shall deduct 10% of the said total consideration of the said premises, alongwith the interest accrued on the defaulted payments, and refund the balance amount (if any) to the Purchaser/s. The refund by the Promoter shall be subject to the repayment of the loan amounts and interest and other charges payable under the terms and conditions of mortgage NOC or any other confirmation given to any Bank, NBFC, Financial Institution in case of the mortgage of the said premises. Provided however, such refund amount, if any, shall be governed as per the provisions of clause 6 (b) hereof.

(iv) In case the Purchaser(s)/Allottee(s) commit/s any default or do/does not adhere to any terms or conditions or fails to comply with any of his/her/their obligations or terms and conditions of this Agreement strictly within the stipulated time mentioned herein or within the time stipulated in law or granted by the Promoters, then the Promoters shall give the Purchaser/s a written notice calling upon the Purchaser/s to rectify/perform any of such terms/obligations/compliances. If after the receipt of the said Notice, if the Purchaser/s fails to comply with such terms/obligations/compliances within a period of 15 days from the date of such Notice, then the Promoters shall in their sole and absolute discretion be entitled to terminate this Agreement and upon such termination all consequences of such termination as per the terms hereof shall follow.

(v) Time is of essence for the Promoters as well as for the Purchaser(s)/Allottee(s). The Promoters shall abide by the time schedule for completing the project and handing over the said premises to the Purchaser(s)/Allottee(s) and the common areas to the Association of the Purchaser(s)/Allottee(s), after receiving the Occupancy Certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser(s)/Allottee(s) shall make timely payments of the instalments as provided in the Payment Schedule annexed hereto as Annexure "G" and other dues payable by him/her/them and meeting the other obligations under the Agreement, subject to the compliance of the terms and conditions and specific obligation by the Promoters as mentioned herein.

17 (f) Upon the possession of the said premises being delivered to the Purchaser/s, the Purchaser/s shall be entitled to use and occupy the said premises and thereafter the Purchaser/s shall have no claim against the Promoters as to any defect in any item or work of construction of the said premises not attributable to the Promoters for any reason whatsoever.

17(g) On obtaining the Part/Occupancy Certificate from CIDCO Ltd./the concerned authority, the Promoters shall be entitled to hand over possession of the said premises to the Purchaser/s even though permanent electricity and water connections are not connected by the concerned authorities. The Promoters shall not be liable for any loss, damage, injury or delay due to delay on the part of MSEDCL in sanctioning and supplying electricity or due to the CIDCO Ltd./ Local authority's delay in giving/supplying permanent water connection or such other service connections necessary for using/occupying the Premises. On the Promoters offering possession of the said premises to the Purchaser/s, the Purchaser/s shall be liable to bear and pay their proportionate share in the consumption of electricity and water. The Purchaser/s shall pay to the Promoters, within fifteen days of demand by the Promoters, 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 Building in which the said premises is situate. The Purchaser/s/Allottee/s herein further agree/s, declare/s and undertake/s to bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by CIDCO Ltd./ or the concerned local authority and/or Government and/or other public authority, on account of change of user of the said premises by the Purchaser(s)/Allottee(s) for any purposes other than for the purpose for which it is sold.

17(h) The percentage of undivided interest of the Purchaser/s in the common areas and facilities limited or otherwise pertaining to the said Premises hereby agreed to be sold to the Purchaser/s shall be in proportion to the areas of the said premises hereby agreed to be sold hereunder to the common areas and facilities limited or otherwise as disclosed by the Promoters.

17(i) The Purchaser/s herein and all other Purchaser/s of the premises in the said building shall not have any right, title, claim or interest in respect of the open spaces/areas, hoardings and common area of the building/s including the garden areas and that the rights of the Purchaser/s is/are confined to the said Premises so purchased by this agreement only and such areas shall belong to Promoters until execution of the said final Lease Deed/Deed of Assignment in respect of the said plot in favour of such Society and thereafter the same shall belong to the said Society alone.

17(j) The Purchaser/s hereby declare, confirm and undertake that the Purchaser/s shall not be entitled to sell and/or transfer his/her/their right, title, interest and benefits under this Agreement to any person without obtaining prior in writing "No Objection Certificate" from the Promoters. The Promoters will issue such No Objection Certificate to the Purchaser/s for transferring and assigning the benefits and rights of this Agreement for the said premises, only if the Promoters have received the entire consideration that has become due and payable by the Purchaser/s (including accrued interest along all amounts that are payable as the Agreement with the Purchasers, if any) and upon the Purchaser/s complying with such terms and conditions as may be stipulated under law or by the Promoters.

18. PAYMENT OF MAINTENANCE CHARGES AND TAXES:

18 (a) Until the Society or Limited Company is not formed and the said Building is not transferred to the said the Society or Limited Company and until the CIDCO Ltd./ concerned authority's taxes and water charges are not fixed and/or assessed separately, the Purchaser/s agree and bind himself/herself/themselvesto pay every month in advance from the date of delivery of possession of the said Premises (the date means the date on which the Promoters shall give notice to the Purchaser/s that the said Premises is ready to be handed over to him/her/them) the proportionate share (i.e. in proportion to the floor area of the said premises) to be determined by the Promoters of outgoings in respect of the said plot and the said Building towards and on account of the CIDCO Ltd./Central Government/State Government taxes and all outgoings taxes and other taxes levies, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, sewage, sanitation, electric bills, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Plot and the said Building/s and the Purchaser/s shall indemnify and keep indemnified the Promoters against the aforesaid charges in respect of the said Premises. The Purchaser(s) / Allottee(s) further agree/s that till the Purchaser(s)/Allottee(s)'s share is so determined, the Purchaser(s)/Allottee(s) shall pay to the Promoters provisional monthly contribution per month towards the aforesaid outgoings as may be demanded by Promoters at the time of possession. PROVIDED HOWEVER that the Purchaser/s shall pay such further amounts or amount to the Promoters as required by them from time to time towards the aforesaid deposit or any other deposits in the event of the said deposit/s being insufficient to meet the expenses. The amounts so paid by the Purchaser(s)/Allottee(s) to the Promoters shall not carry any interest and remain with the Promoters until the Lease Deed/Deed of Assignment of the said building is executed in favour of the said Society or Limited Company that shall be formed. On such Lease Deed/Deed of Assignment being executed for the structure of the building, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the said Society or Limited Company. The Purchaser(s)/Allottee(s) undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Purchaser(s)/Allottee(s) shall be considered as the default on the part of the Purchaser(s)/Allottee(s) and thereby the Promoters shall be entitled to terminate this Agreement in accordance with the terms and conditions contained herein.

18 (b) The Purchaser/s of the said premises shall alone be liable to pay the additional Property Taxes, if any levied by the CIDCO Ltd./ any other Government authority, in respect of the said premises agreed to be purchased by the Purchaser/s. The Purchaser/s shall pay the proportionate amount of the said additional ground rent. The determination by the Promoters or the Society that shall be formed, as the case may be, of the Property Taxes payable by the Purchaser/s of the premises shall be accepted as final and binding upon the Purchaser/s.

18(c) The Purchaser/s shall be liable to pay to the Promoters their proportionate outgoings, maintenance charges and all other charges/outgoings in respect of the said premises with effect from the date of obtaining the Occupancy Certificate, regardless of the fact that the Purchaser/s is/are not in possession of the said Premises. Under the circumstances, the Purchaser/s hereby agree and undertake to pay to the Promoters in respect of the said premises their proportionate outgoings, maintenance charges as the Promoters may demand from time to time without any delay or objection.

18 (d) The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Purchaser(s)/Allottee(s) towards the advance maintenance and shall utilize all such amounts only for the purposes for which they have been received. The Promoters agree to deposit all the aforesaid amounts in separate Bank Account specifically opened to collect the payments towards the advance maintenance.

18 (e) The Purchaser(s)/Allottee(s) authorize the Promoters to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoters may in its sole discretion deem fit and the Purchaser(s)/Allottee(s) undertake/s not to object/demand/direct the Promoters to adjust his/her/their payments in any manner.

19. OTHER CHARGES PAYABLE BY THE PURCHASER/S:

19 (a) The Purchaser/s shall be liable to bear and pay all taxes and other charges payable in respect of the said Building/ said plot proportionately and shall further be liable to pay service charges and outgoings from the date of the execution of this Agreement or from the date of the Promoters obtaining the Part/Full Occupancy/Occupation Certificate from CIDCO Ltd., whichever is later as shall be applicable. The Purchaser/s hereby agree/s that in the event of any amount by way of premium or security deposit to the CIDCO Ltd. or the State Government or to any other competent authority or betterment charges or development tax or security deposits for the purpose of giving water connection or any other tax or payment of similar nature becoming payable by the Promoters, the same shall be reimbursed by the Purchaser/s to the Promoters in proportion to the area of the said premises agreed to be purchased by the Purchaser/s and in determining such amount the decision of the Promoters shall be conclusive and binding upon the Purchaser/s.

19 (b) In addition to the agreed consideration, the Purchaser/s shall pay and bear all the following Charges, Deposits and Expenses to the Promoters as and when demanded:

- a) Legal and document charges at the time of execution of this Agreement.
- b) Valuation Report.
- c) Development Charges/Transfer Charges/Infrastructure Development Charges payable to CIDCO Ltd.
- d) Proportionate Stamp duty and Registration charges for Lease Deed/Deed of Assignment.

- e) Water and Drainage connection deposit and meter charges or any other charges imposed by the CIDCO Ltd. or other Government authority.
- f) Electricity connection, meter deposit, MSEDCL service charges or any other electricity service provider charges, cable charges and transformer payable to concerned departments/authorities.
- g) Co-operative Society/Condominium of Apartments/Limited Company formation/ registration charges.
- h) Proportionate Property Tax in respect of the said Plot/ said premises from the date of the execution of this Agreement or from the date of the Promoters obtaining the Part/Full Occupancy/Occupation Certificate from CIDCO Ltd., whichever is later as shall be applicable.
- i) Stamp duty and registration charges on Premises. If any additional stamp duty is payable over and above the stamp duty on Premises, then the Purchaser/s shall be liable to pay the same.
- j) GST or any other taxes or charges levied by the state or Government authorities.
- k) Any other charges, taxes and expenses levied by the Government authorities.

19 (c) The Purchaser/s further agree/s, undertake/s and declare/s to contribute and pay a proportionate share of the cost of transformer/cable laying and all other required costs, if installed by the Promoters through MSEDCL or any other electricity service provider before taking over the possession of the said Premises. The Purchaser/s hereby further declare/s that he/she/they will not object to such payment that is the cost incurred or to be incurred for installation of transformer or payable to MSEDCL or any other electricity service provider. The said deposits referred to hereinabove shall be paid by the Purchaser/s and he/she/they shall not raise any objection whatsoever in calculating the rate of such deposits.

19 (d) That the Purchaser/s shall also pay his/her/their share of insurance premium to keep the building insured against loss or damage by fire and to get an Insurance Policy in a sum equivalent to the total sale price of all the Premises, in the said building with a company to be approved by the Promoters. All the moneys as and when received by virtue of any such insurance shall be spent in rebuilding or repairing the premises. Whenever there is damage for any reasons whatsoever, the Purchaser/s shall pay his/her/their proportionate share for reinstating or replacing the same and shall nevertheless continue to pay all the payments as if no such destruction or damage has happened. The Purchaser/s shall pay his/her/their proportionate share of expenses for keeping the said building in good condition and for substantial repairs to maintain the condition to the satisfaction of the Promoters.

19 (e) In case if any of the Purchaser/s in the said project fails to deposit the aforesaid charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, or refuses or delay to comply with various contractual / statutory / commercial obligation either under this Agreement or in law then all the resultant delay shall be attributable to the concern Purchaser/s and the Promoter shall not be liable / responsible /

answerable for any such delay caused by the Purchaser/s or by the consent Government, Semi Government or statutory authority in this regards.

19 (f) It is understood by the Purchaser/s that whatever payments are made by the Promoters to be further paid by the Purchaser/s in connection with or incidental to this Agreement or any other documents shall be reimbursed by the Purchaser/s to the Promoters on demand.

20. FORMATION OF CO-OPERATIVE SOCIETY OR COMPANY OR ASSOCIATION:

20 (a) The Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the Promoters shall, as per the provisions under Section 11(4) (e) of Real Estate (Regulation and Development) Act, 2016, form a Co-operative Society or Company or Association (hereinafter referred to as the said Society) for the said Building/s. For the purpose of the formation of the said Society, the Promoters shall submit application to the Registrar for registration of the Co-operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 or a Company or any other Legal Entity, within a stipulated period by law. The Purchaser/s along with such other persons who shall have taken possession or acquire the Premises shall form themselves into a Co-operative Society under and in accordance with the Maharashtra Co-operative Societies Act, 1960 or any other body Corporate or other organization determined by the Promoters. The said Building shall always be known as "**ASTROVA**" and the said Society or any other body corporate or other organization determined by the Promoters on the said plot shall always be known by such name as suggested by the Promoters and approved by the concerned Authorities. The Purchaser/s shall co-operate with the Promoters in forming, registering and incorporating the said Society and shall sign all necessary papers and documents and provide all other necessary papers and documents and do all other acts and things as the Promoters may require the Purchaser/s to do from time to time in that behalf or safe guarding or better protecting the interest of the said Society and of the Purchaser/s of the Premises in the building. All costs and charges for above shall be borne and paid by the Purchaser/s.

20 (b) The Purchaser/s, along with other Purchasers of Flats in the Building, shall join in forming and registering the Society or a Limited Company to be known by such name as the Promoters 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 the registration of the Society or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters within 15 days of the same being forwarded by the Promoters to the Purchaser/s, so as to enable the Promoters to register the organization of Purchaser/s. No objection shall be taken by the Purchaser/s 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. The required papers for formation of Co-operative Society shall be kept at suitable place as the Promoters may deem fit, necessary and proper and the Purchaser/s shall attend the said Office

and sign the necessary documents and submit the required proofs and other details as required by the CIDCO Ltd./concerned authorities within the stipulated period.

20 (c) The Promoters have further informed the Purchaser/s and the Purchaser/s is/are aware that after the formation of the Co-operative Society or Private Limited Company or Company or Association (hereinafter referred to as the said Society), the Promoters shall enroll the Purchaser/s as the members of the said Society and issue Share Certificate to the said Purchaser/s in the name of the Purchaser/s. Upon the receipt of the name approval and NOC for the registration of the Society together with the list of the Purchaser/s certified by CIDCO Ltd., the Promoters shall apply to CIDCO Ltd. for the grant of NOC/permission for enrolling the Purchaser/s in the records of CIDCO Ltd. as the Purchaser/s of the said premises. The necessary transfer charges payable to CIDCO Ltd. shall be borne and paid by the Purchaser/s alone.

20 (d) The Purchaser/s, at the time of taking possession, agree/s and bind/s himself/herself/themselves to pay to the Promoters such amount in advance as the Promoters may demand being the lump sum amount towards the general maintenance charges for the said Premises pending the formation of Co-operative Society in addition to the proportionate Property tax which shall be payable additionally upon receipt of the Assessment Bills from CIDCO Ltd./concerned authorities. The GST and other taxes applicable shall be paid additionally on the said advance maintenance charges payable to the Promoters. The Promoters have exclusive right to determine the said Maintenance charges payable by the Residential premises user in accordance with the utility used by them. On receipt of the bill for property tax from the CIDCO Ltd., the Purchaser/s shall pay his/her/their proportionate share of property tax for the said Premises immediately on demand either by the Promoters or by the Society as the case may be. Thereafter, the Purchaser/s shall pay to the Promoters/Society regularly by the fifth day of each and every month or on such day as the Promoters/Society may mention in the Bill such amount in advance as the Promoters may demand being maintenance charges until the Deed of Assignment/Lease Deed of the said plot with Building or Buildings is executed in favour of the Co-operative Housing Society/Private Limited Company and/or other body corporate and/or other Organization (hereinafter referred to as "the said Society"). Upon the execution of Lease Deed/Deed of Assignment in favour of Society or body corporate/organization that shall be formed, all such moneys collected towards the advance maintenance charges shall be paid over by the Promoters to the said Society or body corporate/ organization after deducting therefrom the amount if any payable by the Purchaser/s to the Promoters under and in accordance with the provisions of this Agreement. In case, if there is any deficit amount payable by the Purchaser/s due to increase in expenses or for any reason whatsoever, then such deficit shall be paid additionally by the Purchaser/s. After the formation of the Society and after the Promoters have handed over the charge of the said building to the society, the Purchaser/s shall pay to the said Society his/her/their proportionate share that may be decided by the said Society as the case may be, all rates, taxes, ground rent (including additional ground rent levied by the CIDCO Ltd. in respect of the premises) dues, duties, impositions, outgoings and burdens now or at any time

levied, assessed or imposed upon or in respect of the said plot or the said new building or occupiers thereof by the CIDCO Ltd. or the Government or Revenue authority in respect of the said Building or the use thereof and payable either by the Purchaser/s or occupiers and shall also pay his/her/their proportionate share of all outgoings in respect of the said premises viz. taxes, ground rent, additional ground rent, insurance, sanitation charges, water charges, charges in respect of common electricity consumed, watchman, maintenance of security systems, sweepers and all other expenses necessary and incidental to the management and maintenance of the said premises and the Purchasers shall indemnify and keep indemnified the Promoters in that behalf.

20 (e) The Purchaser/s has/have perused and is/are aware of all the terms and conditions contained in the said documents recited above. The Purchaser/s hereby agree/s and undertake/s that he/she/they shall be bound and liable to pay to the Promoters his/her/their proportionate shares in all respects taxes, outgoings and other charges in respect of the said premises from the period referred herein and in accordance with the provisions of this Agreement.

20 (f) The Promoters have also informed the Purchaser/s and the Purchaser/s is/ are aware that till such time as the Co-operative Society/Condominium of Apartments/Private Limited Company in respect of the said project is not formed, the maintenance, upkeep and all affairs relating to the day-to-day management of the said premises shall be looked after by the Promoters and/or any other specialized agency appointed by the Promoters. Such specialized Management Agency shall be appointed by the Promoters and the Purchaser/s shall not object to it in any manner. The Purchaser/s hereby agree/s, declare/s and confirm/s with the Promoters that all open spaces, common terrace, common spaces of the said plot, Basement/Podium, Security Cabin and equipment shall be in the exclusive and an interrupted management and authority of the Promoters alone and save and except the exclusive right to the said Premises, the Purchaser/s shall not claim any right, title, interest in the said spaces in any manner whatsoever. The Purchaser/s is/are also aware that upon the formation of Co-operative Society/Condominium of Apartments/Private Limited Company in respect of the said project and upon the execution of Lease Deed/Deed of Assignment in favour of such Co-operative Society/Condominium of Apartment/Private Limited Company all the above areas shall be handed over to the Managing Committee of the Co-operative Society that shall be formed or the same shall be managed and administered by such specialized Agency as may be mutually decided between the Promoters and such Managing Committee.

20(g) The Purchaser/s is/are further aware that ultimately the Promoters herein, in their sole and absolute discretion, shall, as per the provisions of Real Estate (Regulation and Development) Act, 2016, form a Co-operative Society or Company or Association (hereinafter referred to as the said Society) for the said project and execute Lease Deed/Deed of Assignment in favour of such Co-operative Society or Company or Association that shall be formed for the said Building(s), within a stipulated period by Law. The Advocate for the Promoters shall prepare

and engross and approve the Lease Deed/Deed of Assignment and all other documents, which are to be or may be executed in pursuance of this Agreement. The Purchaser/s shall bear all costs professional charges and expenses for the same and also all expenses of the stamp duty, registration charges for Lease Deed/Deed of Assignment or any other Deed consent writing and other documents, the costs in connection with the formation of the said Society and/or body corporate or other organization, the costs of the stamping and registering all the agreements, deeds, transfer deeds or any other documents required to be executed including the entire professional costs of the Advocates of the Promoters shall be borne and paid by the said Society or proportionately by all the Purchasers of the Premises in the said building alone.

20 (h) The Promoters hereby agree that they shall, before handing over possession of the said premises to the Purchaser/s and in any event before execution of Lease Deed/Deed of Assignment of the said plot in favour of a Co-operative Housing Society and/or other body corporate and/or other organization to be formed by the Purchaser/s of Flat/s in the Building to be constructed on the said plot (hereinafter referred to as "the Society") make full and true disclosure of the nature of their title to the said plot as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said plot and shall, as far as practicable, ensure that the said plot is free from all encumbrances and that the Promoters have absolute, clear and marketable title to the said plot so as to enable them to assign to the said Society/Limited Company such absolute, clear and marketable title on the execution of a Lease Deed/Deed of Assignment of the said plot by the Promoters in favour of the said Society/Limited Company.

21. GENERAL COMPLIANCE WITH RESPECT TO THE SAID PREMISES:

21 (a) The Purchaser(s)/Allottee(s) shall, after taking possession, be solely responsible to maintain the said premises at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the said premises, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or General Development Control Rules for the time being of the CIDCO Ltd. or any other Government Authority and/or public body or any other local authority. or change or alter or make additions to the said premises and keep the said premises, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter, etc. of the Building is not in any way damaged or jeopardized. The Purchaser(s)/Allottee(s) further undertakes, assures and guarantees that he/she/they would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings or Common Areas. The Purchaser(s)/Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser(s)/Allottee(s) shall not store any hazardous or combustible goods in the said premises or place any heavy material in the common passages or staircase of the

Building. The Purchaser(s)/Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the said premises. The Purchaser(s)/Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoters and thereafter the Association of Purchaser(s)/Allottee(s) and/or maintenance agency appointed by Association of Purchaser(s)/Allottee(s) shall manage and upkeep the same. The Purchaser(s)/Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions. The Purchaser/s further covenants with the Promoters and through them with the Purchaser/s or the other premises in the said building that he/she/they at any time shall not demolish or caused to be demolished any structure in the said building or any part or portions of the same nor will he/she/they at any time make or caused to be made any new construction of whatsoever nature on or in the said building or any part thereof nor will make any additions or alterations in or to the said premises or said building and balcony or gallery in the front without previous consent of the CIDCO Ltd./concerned authority or the Promoters or the said Society, as the case may be. The Purchaser/s from the date of possession will maintain the lift, water pump, firefighting equipment and other assets provided by the Promoters on their own cost and the Promoters will not be held responsible and liable for the same in any manner whatsoever.

21 (b) It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoters as per the agreement for sale relating to such development is brought to the notice of the Promoters within a period stipulated by Law by the Purchaser(s) / Allottee(s) from the date of issuing intimation to take possession of the flat/ or from the date of handing over possession or from the date of receipt of Occupancy Certificate from CIDCO Ltd, whichever is earlier, it shall be the duty of the Promoters to rectify such defects without further charge, within 30 (thirty) days. The Promoters have further agreed to obtain suitable warranty from the Water proofing Agency and at the time of handing over the charge of the Project to the Co-operative Society, the Promoters shall assign the benefits of the said warranty in favour of the Co-operative Society to enable the Co-operative Society to get the necessary repairs carried out directly from the concerned Agency/s.

21 (c) The Promoters/maintenance Agency/Association of Purchaser(s)/ Allottee(s) shall have rights of unrestricted access of all Common Areas, garages/closed parking/s and parking spaces for providing necessary maintenance services and the Purchaser(s)/Allottee(s) agree/s to permit the Promoters/Association of Purchaser(s)/Allottee(s) and/or maintenance agency to enter into the said premises or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

21 (d) The Purchaser(s)/Allottee(s) hereby agree/s to purchase the said premises on the specific understanding that his/her/their right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the Association of Purchaser(s)/Allottee(s) (or the maintenance agency appointed by it) and performance by the Purchaser(s)/Allottee(s) of all

his/her/their obligations in respect of the terms and conditions specified by the maintenance agency or the Association of Purchaser(s)/Allottee(s) from time to time.

21 (e) The service/Utility areas, as located within the said Project “**ASTROVA**” shall be earmarked for purposes including but not limited to refuse areas, electric sub-station, transformer, DG set rooms, underground water tanks, Overhead Tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Purchaser(s)/Allottee(s) shall not be permitted to use such services/Utility areas in any manner whatsoever, and the same shall be reserved for use by the Association of Purchaser(s)/Allottee(s) formed by the Purchaser(s)/Allottee(s) for rendering maintenance services.

21 (f) The Purchaser/s and the person to whom the said premises shall have been let, sublet, transferred, assigned or given possession of and in accordance with the provisions hereof shall duly observe and perform all the rules and regulations of the said Society that may be in force from time to time relating to the protection and maintenance of the said building with Premises thereof and for the observance and carrying out of the building rules and regulations and Development Control Rules for the time being of the Concerned Authority, the Government and or public body or any other local authority.

21 (g) It is expressly agreed and confirmed by and between the parties hereto that the Terrace which is attached to the said premises will be in the exclusive possession of the Purchaser/s herein and other Purchaser/s of the premises in the said Building/s will not, in any manner object thereto. The other Purchaser/s shall not, in any manner object to the Promoters assigning to the Purchaser/s of the said premises with an attached terrace with exclusive rights of the Purchaser/s herein to use the said Terrace.

21 (h) It is also agreed and understood that the Promoters shall only pay proportionate charges towards Property Tax, Service Charges, Sinking Fund, Insurance charges, NA Tax, Lease Rent as per actuals for premises lying vacant and unsold premises in the said Building. However, the Promoters shall not pay the proportionate charges for water, common electricity, contribution towards repair and maintenance funds, expenses on repair and maintenance of the lifts including charges for running the lifts, car parking, non-occupancy charges or any other charges.

21 (i) The Promoters shall not be bound to carry out any extra work in the said premises agreed to be sold by the Promoters to the Purchaser/s under this Agreement.

22. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Plot and Building or any part thereof. The Purchaser/s shall have no claims save and except in respect of the said premises hereby agreed to be acquired by the Purchaser/s. All open spaces, floor spaces index, parking spaces, lobbies, staircases, terraces, recreation spaces, etc. will remain to be the Property of

the Promoters until the whole plot together with the structures standing thereon is/are transferred to the said Society, but subject to the rights of the Promoters contained herein.

23. RESTRICTIONS ON TRANSFER:

23 (a) The Purchaser/s of the said premises will not transfer or assign interest or benefit of this Agreement, until all the dues payable by the Purchaser/s to the Promoters under this Agreement are fully paid up and even after such payment, only if the Purchaser/s has/have not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/ have obtained the Promoter's consent in writing to the same.

23 (b) So long as all or any of his/her/their dues herein stated remains unpaid and so long as the said Society shall not be registered, the Purchaser/s shall not, without the prior consent in writing of the Promoters, let, sublet, transfer, assign any rights created under this Agreement or part with the possession of the said premises or any part thereof.

24. FOREIGN/ NON RESIDENT INDIAN PURCHASER/S:

24 (a) The Purchaser(s)/Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoters with such permission, approvals which would enable the Promoters to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser(s)/Allottee(s) understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

24 (b) The Purchaser(s)/Allottee(s) shall keep the Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser(s)/Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser(s)/Allottee(s) to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any under the applicable laws. The Promoters shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser(s)/ Allottee(s) and such third party shall not have any right in the application/allotment of the said premises applied for herein in any way and the Promoters shall be issuing the payment receipts in favour of the Purchaser(s)/Allottee(s) only.

25. REPRESENTATIONS OF THE PROMOTERS:

The Promoters hereby represent and warrant to the Purchaser(s)/Allottee(s) that save as specifically mentioned herein:

- (i) The Promoters have absolute, clear and marketable title in respect of the said plot and have the requisite rights to carry out development upon the said plot and the Promoters have the absolute, actual, physical and legal possession of the said plot for the Project.
- (ii) The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.
- (iii) There are no encumbrances upon the said plot or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said plot, Project or the said premises.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said plot and said premises are valid and subsisting and have been obtained by following due process of law. Further, the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said plot, Building and said premises and common areas.
- (vi) The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser(s)/ Allottee(s) created herein, may prejudicially be affected.
- (vii) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said plot, including the Project and the said premises which will, in any manner, affect the rights of Purchaser(s)/Allottee(s) under this Agreement.
- (viii) The Promoters confirms that the Promoters are not restricted in any manner whatsoever from selling the said premises to the Purchaser(s)/Allottee(s) in the manner contemplated in this Agreement.
- (ix) The said plot is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said plot.
- (x) The Promoters have duly paid and shall continue to pay and discharge all 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.
- (xi) 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 plot) has been received by or served upon the Promoters in respect of the said plot and/or the Project.

26. The Promoters have informed the Purchaser/s about its intention to sell the parapet walls of terrace, boundary walls on the external periphery of the said Building (hereinafter called "the said Display space") and the same shall be utilized only for the purpose of the advertisement, which includes hoarding, any display of such sign-boards as well as neon light, and the Purchaser/s of such display space shall install separate electric-meter for neon-light and shall also bear and pay the Government taxes directly or through the society. The Purchaser/s of the

Display space shall not contribute any other outgoings to the said Society. The Purchaser(s)/ Allottee(s) herein shall not object in any manner and shall co-operate with the Purchaser/s of such Display space as admitting him/her/them as nominal member of the said Society. The Purchaser/Society will honor the agreement/understanding between the Promoters and holder of Display space. The Promoters can display their Company name/logo and put neon sign/hoarding/display at the suitable place of the said Building and the Purchaser/s/Society will not object it, without being liable to pay any compensation, consideration to the Society or its members. The Promoters shall install separate Electric Meter for neon-light and shall bear and pay the charges as per the Bills for the electricity consumed thereof directly to the concerned Authority. The Promoters/their sister concern will not contribute any other outgoings to the Society. The Promoters/ their agents shall be allowed to enter into the said plot at all reasonable time for the maintenance of the said sign/hoarding/display put at the suitable place of the said Building.

27. This Agreement shall always be subject to the provisions contained in Real Estate (Regulation and Development) Act, 2016 or any amendment or re-enactment thereof for the time being in force or any other provisions of law applicable thereto.

28. NOTICES AND CORRESPONDENCE:

28(a) All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by prepaid post under Certificate of Posting at his/her/their address specified below:-

Address: _____

Email id. _____

28 (b) In case if the Purchaser/s changes his/her/their address specified herein then and in that event, the Purchaser/s shall intimate by Registered AD Letter, the new address or Email address and shall cause the Promoters to rectify their records by recording the new addresses and Email address. In case, if the Purchaser/s fail/s to provide the Promoters his/her/their new address and Email address, then the Promoters shall not be liable or responsible for the non receipt of any letter or communication from the Government authorities and the Purchaser/s alone shall be responsible for all legal consequences arising there from.

29. The Purchaser/s and the Promoters shall, immediately after the execution of this Agreement as well as Lease Deed/Deed of Assignment/vesting documents in favour of said Society lodge the same for registration with the concerned Sub-Registrar of Assurances within the time limit prescribed by the Registration Act and the Purchaser/s shall within two days after lodging the same intimate the Promoters of having done so with the date and serial number which the same has been so lodged for registration of the Agreement. All out of pocket costs, charges and expenses including the Stamp duty and registration charges of and incidental to this

Agreement as well as Lease Deed/Deed of Assignment/vesting documents in favour of said Society shall be borne and paid by the Purchaser/s alone and the Promoters will attend such office and admit execution thereof.

30. COMPLIANCE OF LAWS, NOTIFICATIONS, ETC. BY PURCHASER(S)/ALLOTTEE(S):

The Purchaser(s)/Allottee(s) is/are entering into this Agreement for the allotment of a said premises with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Purchaser(s)/Allottee(s) hereby undertakes that he/she/they shall comply with and carry out, from time to time after he/she/they has/have taken over for occupation and use the said premises, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the said premises/at his/her/their own cost.

31. 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 premises/plot/building, as the case may be.

32. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the parties by executing such further Supplementary Agreement/deeds/documents/writings mutually decided by the parties hereto.

33. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER(S)/ALLOTTEE(S)/SUBSEQUENT ALLOTTEE(S):

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 Purchaser(s)/Allottee(s) of the said premises, in case of a transfer, as the said obligations go along with the said premises for all intents and purposes.

34. WAIVER NOT A LIMITATION TO ENFORCE:

(a) The Promoters may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser(s)/Allottee(s) in not making payments as per the Payment Schedule including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser(s)/Allottee(s) that exercise of discretion by the Promoters in the case of one Purchaser(s)/Allottee(s) shall not be construed to be a precedent and/or binding on the Promoters to exercise such discretion in the case of other Purchaser(s)/Allottee(s).

(b) Any delay, indulgence and negligence on the part of the Promoters in enforcing the terms and conditions of these presents or any forbearance or the grant of time to the Purchasers shall not be construed as a waiver on the part of the Promoters of the breach of any of the terms and conditions of these presents nor shall waiver in any way of prejudice the rights of the Promoters.

35. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Real Estate (Regulation And Development) Act, 2016 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 Real Estate (Regulation And Development) Act, 2016 or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Purchaser(s)/Allottee(s) has/have to make any payment, in common with other Purchaser(s)/Allottee(s) in the Project, the same shall be the proportion which the carpet area of the said premises bears to the total carpet area of all the Premises/plots in the Project.

37. BINDING EFFECT:

Forwarding this Agreement to the Purchaser(s)/Allottee(s) by the Promoters does not create a binding obligation on the part of the Promoters or the Purchaser(s)/Allottee(s) until, firstly, the Purchaser(s)/Allottee(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Schedule within 15 (Fifteen) days from the date of receipt by the Purchaser(s)/Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Purchaser(s)/Allottee(s) fails to execute and deliver to the Promoters this Agreement within 15 (Fifteen) days from the date of its receipt by the Purchaser(s)/Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Purchaser(s)/Allottee(s) for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Purchaser(s)/Allottee(s), application of the Purchaser(s)/Allottee(s) shall be treated as cancelled and all sums deposited by the Purchaser(s)/Allottee(s) in connection therewith including the booking amount, after deducting all the deductible amounts as mentioned herein above, shall be returned to the Purchaser(s)/Allottee(s) without any interest or compensation whatsoever.

38. 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.

39. JOINT ALLOTTEES:

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

40. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoters himself/themselves or through his/their/its authorized signatory at the Promoter's Office or at some other place, which may be mutually agreed between the Promoters and the Purchaser(s)/Allottee(s). After the Agreement is duly executed by the Purchaser(s)/Allottee(s) and the Promoters the said Agreement shall be registered at the office of the appropriate Sub-Registrar of Assurances. Hence this Agreement shall be deemed to have been executed at Navi Mumbai.

41. DISPUTE RESOLUTION:

All or any disputes arising out of or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Real Estate (Regulation and Development) Act, 2016.

IN WITNESS WHEREOF, THE PARTIES HERETO HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the said Plot)

ALL THAT piece or parcel of land under Gaothan Expansion Scheme of 12.5% Scheme bearing Plot No. 31, Sector No. 55, in Village/Site Dronagiri of 12.5% (erstwhile Gaothan Expansion Scheme) Scheme, admeasuring 999.97 Square meters or thereabouts and bounded as follows that is to say:

Towards the North by	:	Plot No. 48, Plot No. 49 and Plot No. 50
Towards the South by	:	11 Meter Wide Road

Towards the East by : Plot No. 30 A
Towards the West by : Plot No. 47 and Plot No. 32

THE SECOND SCHEDULE ABOVE REFERRED TO

Flat No. _____ on the _____ Floor, admeasuring about _____ Square feet. of Carpet Area equivalent to _____ Square meters or thereabouts in the Building/ Project known as “**ASTROVA**” situated at all those piece and parcel of land bearing on Plot No. 31, Sector No. 55, in Village/Site Dronagiri of 12.5% (Erstwhile Gaothan Expansion Scheme) Scheme, containing by measurement 999.97 Square meters or thereabouts, which is more particularly described in the First Schedule herein above.

SIGNED, SEALED AND DELIVERED BY)
M/S KALPANA STERLING INFRA LLP)
THROUGH ITS DESIGNATED PARTNER/S)

1. MR. CHANGARATH PRABHAKAR MENON)

2. M/S KALPANA STRUCT-CON PVT. LTD.
THROUGH ITS DIRECTOR
MR. AJIT G THUMAR)

3. PATHIK C. THUMAR)

IN THE PRESENCE OF

SIGNED, SEALED AND DELIVERED)
BY THE WITHIN NAMED "PURCHASER/S")
MR./MRS./ M/S. _____)

_____)

IN THE PRESENCE OF.....

)

RECEIPT

RECEIVED OF AND FROM THE WITHIN NAMED PURCHASER/S MR./MRS/M/S
_____, A SUM OF RS. _____ /- (RUPEES
_____ ONLY) VIDE CHEQUE NO. _____ DATED
_____ DRAWN ON _____, _____ BRANCH, BEING THE
EARNEST MONEY DEPOSIT TOWARDS THE WITHIN MENTIONED TOTAL
CONSIDERATION TO HAVE BEEN PAID BY THEM TO US.

WE SAY RECEIVED.

FORM/S KALPANA STERLING INFRA LLP

MR. _____

(DESIGNATED PARTNER/S)

PAYMENT SCHEDULE: (“ANNEXURE - G”)

The said consideration of Rs. _____ /- (Rupees _____ Only) shall be paid by the Purchaser/s to the Promoter as per the following scheduled manner:-

SR. NO.	PARTICULARS	PERCENTAGE
1	ON BOOKING	10%
	ON COMMENCEMENT OF WORK	10%
	ON COMPLETION OF PLINTH WORK	20%
	ON COMPLETION OF 1ST SLAB WORK	3%
	ON COMPLETION OF 2ND SLAB WORK	3%
	ON COMPLETION OF 3RD SLAB WORK	2%
	ON COMPLETION OF 4TH SLAB WORK	2%
	ON COMPLETION OF 5TH SLAB WORK	2%
	ON COMPLETION OF 6TH SLAB WORK	2%
	ON COMPLETION OF 7TH SLAB WORK	2%
	ON COMPLETION OF 8TH SLAB WORK	2%
	ON COMPLETION OF 9TH SLAB WORK	2%
	ON COMPLETION OF 10TH SLAB WORK	2%
	ON COMPLETION OF 11TH SLAB WORK	2%
	ON COMPLETION OF 12TH SLAB WORK	2%
	ON COMPLETION OF 13TH SLAB WORK	2%
	ON COMPLETION OF 14TH SLAB WORK	2%
	ON COMPLETION OF BRICK WORK	5%
	ON COMPLETION OF PLASTER WORK	5%
	ON COMMENCEMENT OF FLOORING, WATERPROOFING AND PLUMBING	5%
	ON COMMENCEMENT OF DOOR, WINDOWS AND ELECTRICAL WORK	5%
	ON COMMENCEMENT OF PAINTING WORK	5%
	AT THE TIME POSSESSION	5%
	TOTAL	100%

LIST OF AMENITIES: (Annexure “H”)

External Amenities:

- Earthquake-resistant RCC Framed structure
- Decorative entrance lobby – Imported Marble and granite cladded
- GYM
- Paver Blocks/Chequered tiles flooring in compound area & stilt area chequered tiles
- 2 Nos. Automatic lifts.
- Stand-by D.G. Set for lift and common lighting
- Water-proofing treatment
- Acrylic external paint
- Office for society maintenance affairs, if permitted free of FSI by CIDCO Ltd.
- Fire Fighting System
- Pre & Post-construction pest control
- Staircase treads & riser in granite/Marble and Mid-landing and floor landing with vitrified tiles up to 1st Floor level.
- Staircase above 1st Floor level finish with Kota stone for treads, risers and landings.
- Well-decorated lift lobbys.
- M.S. Pipe railing for staircase and open terrace
- Underground and overhead tank with adequate storage capacity
- Security cabin
- Entrance Gate

Internal Amenities:

Flooring:

- Vitrified flooring for living and all rooms.
- Ceramic Finish in all open terrace flooring

Kitchen:

- Granite Kitchen platform
- Branded stainless steel sink
- Tiles upto beam bottom in Kitchen.

Toilets:

- Ceramic tiles flooring
- Glazed wall tiles upto beam bottom.
- Premium fittings
- Provision for hot water geyser in bathrooms
- Provision for exhaust fan

Doors & Windows

- Main Door Wooden Flush door
- Internal doors : Commercial laminate finished flush door
- Windows: Anodized coated heavy duty Aluminum section sliding windows on granite/marble sills with tinted glass with one track mosquito net.

Wall & Paint

- Plaster of Paris finish (Patra Finish) over cement plaster internally with Premium quality wall paints on internal walls

Electrifications

- Concealed copper wiring
- Adequate points and modular switches
- 1/3 phase electricity connection
- Circuit breaker ELCB

Plumbing

- Concealed piping system in kitchen and all toilets
- Premium quality C. P. Fittings and Sanitary ware

Security:

- Video door phones with Intercom system for all flats.

LIST OF ANNEXURES:

Annexure “A (Colly)” ---Copy of Commencement Certificate and Development permissions

Annexure “B” --- Copy of Project Registration Certificate with RERA.

Annexure “C”--- Copy of a Layout Plan of the said plot.

Annexure “D” --- Copy of Report on Title.

Annexure “E” --- Copy of Typical Floor Plan of the said premises.

Annexure “F” --- Copy of Architect’s Certificate.

Annexure “G”--- The Payment Schedule.

Annexure “H” --- List of Amenities.

Dated this ____ Day of _____ 201__

M/S KALPANA STERLING INFRA LLP

... Promoters

AND

Mr./Mrs. _____

...Purchasers

Agreement for Sale for Flat No. ____
