

AGREEMENT FOR SALE

This Agreement made at village Neral, Taluka Karjat, District Raigad this.....day of..... in the year Two Thousand and between M/s Nehal Dhara Realtors, a Partnership firm duly registered under the provisions of the Indian Partnership Act, 1932 , having PAN No. AAIFN0816B, and having its Office 7, Raj Tower, Plot No. 21, Sector 19, Kharghar, Tal. Panvel, Dist. Raigad, Pin-410210 through its Partner **Shri. Ramdevsinh Balubha Jadeja** [which expression shall, unless it be repugnant to the context or meaning thereof include the partners of the said firm for time being, surviving partner or partners and heirs, executors, administrators of last surviving partner or partners and his or their assigns] hereinafter referred to as "the Promoters" of the One Part

Mr./Mrs./M/s./Miss. _____

_____ PAN No. _____, Age _____, Indian Inhabitant, Adult, residing/ at _____

_____ hereinafter called "**The Allottee**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their/heirs, executors, administrators and permitted assigns) of the Other Part.

WHEREAS:

- i. By and under Sale Deed dated 9th March, 1979 executed by and between Mr. Janardhan Atmaram Vaidya the original owner of one part and Mr. Shirlal Janardhan Shetty of the other part the said Mr. Janardhan Atmaram Vaidya sold and transferred the land being C.S. No. 78 and 79A admeasuring 505.90 and 156.30 sq.mtrs respectively and Agricultural Land admeasuring 10220 sq. mtrs and 3790 sq. mtrs or thereabout bearing Survey Nos. 44 and 45 lying being totaling 14672.20 sq. mtr. and situate within the limits of Neral, Taluka, Karjat

District Raigad (hereinafter collectively referred to as the said land), the said land is more particularly described in First Schedule hereunder written on the terms and conditions as contained in the said Sale Deed. The Dy. Superintendent of Land Records, Karjat noted the said sale and transferred the ownership of the said Land in the name of Mr. Shirlal Janardhan Shetty and the revenue authority has also noted the said sale under Mutation Entry No. 3510 and recorded the name of Mr. Shirlal Janardhan Shetty. Accordingly the said Mr. Shirlal Janardhan Shetty was the exclusive owner of the said land by virtue of the above sale deed dated 9th March, 1979.

- ii. By and under registered Deed of Conveyance dated 17th September, 2010 bearing No. 7054-2010 dated 17th September, 2010 executed by and between Mr. Shirlal Janardhan Shetty of the one part and (1) Mr. Yogesh Popatlal Thakkar and (2) Mr. Ramdevsinh Balubha Jadeja the Partners of M/s Nehal Dhara Realtors (the promoters herein) of other part the said Mr. Shirlal Janardhan Shetty sold and transferred the said land on the terms and conditions as contained in the said Deed of Conveyance dated 17th September, 2010. The Dy. Superintendent of Land records Karjat noted the said conveyance and transferred the ownership of the said Land in the name of (1) Mr. Yogesh Popatlal Thakkar and (2) Mr. Ramdevsinh Balubha Jadeja the partners of M/s. Nehal Dhara Realtors, (the promoters herein) and the revenue authority has also noted the said sale under Mutation Entry No. 5150. By virtue of the said Deed of Conveyance, the said (1) Mr. Yogesh Popatlal Thakkar and (2) Mr. Ramdevsinh Balubha Jadeja partners of M/s. Nehal Dhara Realtors, (the promoters herein) became the absolute owners of the said land as more particularly described in the First Schedule hereunder written.
- iii. Based on the rights and entitlements, the Promoters have commenced with the development of the said land. By and under the name known as “Raj Baug” (the

project) and intends to carry out the development in the Phase wise manner as the promoters may deem fit, in consonance with the relevant laws.

- iv. In pursuance of the above the Promoters prepared the building plans and specifications and submitted to the Raigad Zilla Parishad for approval and the Raigad Zilla Parishad having considered the plans and specifications submitted by the Promoters, by its letter bearing No.549/2015 dated 20-06-2015 has approved such plans and specifications and issued to the Promoters the development permission and Commencement Certificate as required under the Maharashtra Regional & Town Planning Act, 1966. The said Commencement Certificate was subsequently amended vide letter bearing No.105/2017 on dated 24-03-2017. The Raigad Zilla Parishad has approved the layout of the said land which the promoters desire to develop in three Phases.
- v. In furtherance thereto, the Promoters have envisaged a layout plan “the Layout” for the development of the said land. The promoters had made an application to the Raigad Zilla Parishad for the sanction of the layout of the said land and the the authenticated copies of the said sanctioned Layout of the said Project “Raj Baug” as approved by the Raigad Zilla Parishad have been annexed hereto as Annexure A.
- vi. The Promoters intend to carry out development of the said Land in three different Phases, in the name of “Raj Baug” (hereinafter referred to as **“the said Project”**). The said Project consists of 16 buildings which are to be developed in the following Phases:-

Phase 1:- Building Nos. 13, 14, 15, 16 – completed

Phase 2:- Building Nos. 1, 2, 3 – in progress

Phase 3:- Building Nos. 4, 5, 6, 7, 8, 9, 10, 11, 12 - to commence.

“Raj Baug- Phase 1” which consisted of 4 buildings namely, 13, 14, 15 and 16, has already been completed and Occupation Certificate with respect to the said four buildings has been issued by the Raigad Zilla Parishad vide 291/2017

- dated 07-07-2017. The said “Raj Baug- Phase 1”, which is developed on a portion of the said Land has been delineated by Blue Colour boundary line of the location plan which is already marked as Annexure A hereinabove. The recreation area which is common for the said Project consisting of all the 3 phases shall be provided only on completion of the said Project, “Raj Baug”. The recreation area for the said Project is shown delineated by Red Colour Boundary line of the location plan which is already annexed at Annexure A. As the Occupation Certificate with respect to all the buildings in the said “Raj Baug- Phase 1” is received, there is no requirement for registering the said “Raj Baug- Phase 1” under the provisions of the Real Estate (Regulation and Development Act), 2016 (hereinafter referred to as **“the said Act”**).
- vii. The second phase of the said Project shall be consisting of 3 buildings bearing Nos. 1, 2 and 3. All three buildings shall be of ground plus 4 floors each (G+4). The third phase of the said Project, namely, building Nos. 4 to 12, shall be developed accordingly. All the three phases of the said Project are notionally divided and described in the plan which is already annexed at Annexure A hereto. Phase 2 of the said Project is delineated in Red colour boundary line and Phase 3 of the said Project is delineated in Yellow colour boundary line.
- viii. By virtue of the above Commencement Certificate as issued to the Promoters, pursuant to which the Promoters are entitled in law to erect the buildings consisting of Residential Apartments, Offices, Shops and sell such Residential Apartments, Offices, Shops to its intending buyers.
- The Promoters are entitled and enjoined upon to construct buildings in the said land in accordance with the recitals hereinabove.
- ix. The Promoters have accordingly now commenced the construction of three buildings in the Phase 2 under the name and style known as “Raj Baug- Phase 2” in accordance with the aforesaid plans (“hereinafter referred to as **“the Phase”**”) Furthermore, the Promoters are entitled to amend the said Plan and

specifications at their discretion with the necessary permission from the concerned Authorities.

- x. The Promoters are the owners and are in possession of the said land.
- xi. The Promoters have entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
- xii. The Promoters have registered the Phase 2 of the said Project under the provisions of the said Act with the Real Estate Regulatory Authority at _____ no _____; the authenticated copy of the Registration Certificate is hereto attached at Annexure “B”.
- xiii. The Promoters have appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoters accept the professional supervision of the Architect and the structural Engineer till the completion of the buildings.
- xiv. By virtue of Deed of Conveyance dated 17th September, 2010 and commencement certificate issued by the Raigad Zilla Parsihad-Alibaug, the Promoters have sole and exclusive right to sell the **Flats/Offices/Shops** in the said building/s to be constructed by the Promoters in the said Phase and to enter into Agreement/s with the allottee(s)/s of the **Flats/ Offices/ Shops** to receive the sale consideration in respect thereof.
- xv. On demand from the Allottee, the Promoters have given inspection to the Allottee of all the documents of title relating to the said land and the plans, designs and specifications prepared by the Promoter's Architects namely **Home Work Architects** and of such other documents as are specified under the said Act and the Rules and Regulations made thereunder.
- xvi. The authenticated copies of Certificate of Title issued by Advocates of the Promoters, authenticated copies of Property card and extract of Village Forms VII and XII or any other relevant revenue record showing the nature of the title

of the Promoters with respect to the said land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure “C” and “D”, respectively.

- xvii. The authenticated copies of the plans of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure ____.
- xviii. The Allottee has intended to purchase a Residential **Flat/Office/Shop** bearing No. ____ on the ____ floor, of the Building No.____ in the said Project “Raj Baug” (herein after referred to as the “**said Apartment**”) being constructed in the **Phase**..... of the said Project, by the Promoters.
- xix. The Promoters have got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Occupancy Certificate of the Buildings in the said Phase.
- xx. While sanctioning the said Layout of the said Project, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said Project and upon due observance and performance of which only, the occupancy certificate in respect of the buildings in the said Phase shall be granted by the concerned local authority.
- xxi. The Promoters have accordingly commenced construction of the buildings in the said Phase in accordance with the said sanctioned Layout of the said Project.
- xxii. The carpet area of the said Apartment is _____ square meters equivalent to _____ square feet and "carpet area" means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for

exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment and “exclusive areas” means exclusive balcony _____ sq. mtr. equivalent to _____ sq. feet and terrace/ flower beds areas admeasuring _____ sq. mtrs., equivalent to _____ sq. feet to appurtenant to the said apartment for exclusive use of the Allottee.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoters a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoters to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoters doth hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoters have registered the said Phase being Raj Baug-Phase 2 under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority atno.;

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in

fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agrees to sell and the Allottee hereby agrees to purchase the said Apartment.

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

1. The Promoters shall develop the said Project being “Raj Baug” on the said Land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoters shall have to obtain prior consent in writing of the Allottee/s in respect of any major alteration, addition, variations or modifications which may adversely affect the Apartment of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.
2. It is hereby clarified that in case of any minor additions or alterations required due to architectural and structural reason duly recommended and verified by Architect or Engineer, the Promoters shall intimate the Allottee/s in writing and the Allottee/s hereby gives his consent for such minor addition or alteration.
3. The Promoters have further informed the Allottee/s and the Allottee/s hereby confirms and acknowledges that the said Land is being developed by the Promoters in a Phase-wise manner to be determined by the Promoters in their absolute discretion from time to time. The Allottee/s further acknowledge/s and confirms that the Promoters may, at any time, vary/modify the Layout plan of the said Land except the said Phase, subject however to the grant of

sanction by the concerned authorities, or may undertake any of the aforesaid if required by the concerned authorities.

4. At the request of the Allottee, the Promoters have agreed to sell to the Allottee and the Allottee has agreed to purchase from the Promoters, Apartment No. measuring _____ sq. mts. equivalent to sq.ft. Carpet on floor of building No. being constructed in the Phase 2 of the said Project (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof which is hereto annexed and marked Annexures E for the consideration of Rs./- (Rupees only) which is more particularly described in the Second Schedule hereunder written..
5. The Consideration above excludes Taxes such as Value Added Tax, Service Tax, Goods and Services Tax (GST), Krishi Kalyan Cess, land under construction tax, property tax, Swachh Bharat Cess, local body tax or any other taxes, duties, cesses, levies, charges which are leviable or become leviable under the provisions of the applicable/relevant law or any amendments thereto pertaining or relating to the sale of Apartment. Taxes shall be paid by the Allottee on demand made by the Promoters within 7 (seven) working days, and the Allottee shall indemnify and keep indemnified the Promoters from and against the same.
6. The Consideration is escalation-free, save and except escalations/increases /impositions levied by any statutory authority(ies), local bodies/ government, competent/planning authorities ("Authorities") from time to time or any statutory charges/payments including but not limited to Development charges, external Development charges, infrastructure Development charges, premiums and/or all other charges, payments, surcharges, cesses, taxes, levies, duties, etc. payable to the Authorities.
7. The list of specifications to be provided in the said Apartment is hereto annexed and marked as Annexure F. The Allottee is satisfied about the

specifications as mentioned in Annexure F agreed to be provided by the Promoters and undertakes not to raise any objection in respect thereof.

- 8. 20% (Twenty Percent) of the Consideration shall be considered as the Earnest Money for the transaction.
- 9. Along with the aforementioned Consideration, the Allotee agree(s) and undertake(s) to pay to the Promoters, amounts as specified in Clauses 16 and 17 of this Agreement.
- 10. The Promoters shall confirm the Carpet Area that has been allotted to the Allotee after the construction of the Building is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. In the event of any variation in the Carpet Area then the only recourse available will be a pro-rata adjustment in the installment/s of the Consideration payable/paid, as agreed herein or refund, as the case may be. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause __ of this Agreement.
- 11. The Allotee hereby agrees to pay to the Promoters the Consideration of Rs.
..... (Rupees/-) in the following manner:-

Sr. No.	Milestone	Percentage	Rupees
1.	Before Registration of this Agreement.	10%	_____
2.	Upon execution of this Agreement	20%	_____
3.	On completion of Plinth of the said Building in which the said Apartment is located	15%	_____
4.	On completion of First Slab of the said Building in which the said Apartment is located	5%	
5.	On completion of Second Slab of the said Building in which the said Apartment is	5%	

	located		
6.	On completion of Third Slab of the said Building in which the said Apartment is located	5%	
7.	On completion of Fourth Slab of the said Building in which the said Apartment is located	5%	
8.	On completion of Fifth Slab of the said Building in which the said Apartment is located	5%	
9.	On completion of masonry & internal plaster, flooring, door and window of the said Building in which the said Apartment is located.	5%	
10.	On completion of sanitary fittings, staircases, lift wells, lobbies of the said Building in which the said Apartment is located.	5%	
11.	On completion of plumbing, external plaster, elevation, terraces with water proofing of the said Building in which the said Apartment is located.	5%	
12.	On completion of the lifts, water pumps, electrical fittings, entrance lobby, plinth protection, paving of the said Building in which the said Apartment is located.	10%	
13.	On possession of the said Apartment.	5%	

12. The Allottee shall pay the respective payment installments as stipulated hereinabove along with applicable taxes strictly within fifteen (15) days of the Promoters sending notice of the completion of each milestone. Intimation forwarded by Promoters to the Allottee that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated and/or completed and such proof shall be valid and binding upon the Allottee and the Allottee agrees to make payment accordingly. The Allottee hereby understands and agrees that, save and except for the intimation from the Promoters as provided under this Clause, it shall not be obligatory on the part of the Promoters to send reminders regarding the payments to be made by the Allottee as per the payment schedule mentioned hereinabove, and the Allottee shall make all payment/s to the Promoters on or before the due dates, time being the essence of this Agreement.
13. All payments to be made by the Allottee under this Agreement shall be by cheque/demand draft/pay order/RTGS/any other instrument drawn in favour of “NEHAL DHARA REALTORS”.
14. In case of any financing arrangement entered by the Allottee with any Bank/financial institution with respect to the purchase of the said Apartment, the Allottee undertake/s to direct such bank/financial institution to and shall ensure that such financial institution disburse/pay all such installment of Consideration amounts due and payable to the Promoters through an account payee cheque/demand draft/RTGS drawn in favour of “NEHAL DHARA REALTORS”.
15. If any of the payment cheques/banker's cheque or any other payment instructions of/by the Allottee is/are not honored for any reason whatsoever, then the same shall be treated as default under Clause ____ below and the Promoters may at their option be entitled to exercise the recourse available hereunder. Further, the Promoters may, at their sole discretion, without

prejudice to their other rights, charge a payment dishonor charge of Rs.5,000/- (Rupees Five Thousand only) for dishonor of a particular payment instruction for first instance and for second instance the same would be Rs.10,000/- (Rupees Ten Thousand only) in addition to the Interest for delayed payment. Thereafter no cheque will be accepted and all further payments shall be accepted through bank demand draft(s) only.

16. The Allottee shall on or before delivery of possession of the said Apartment deposit and keep deposited with the Promoters, **Allottee’s share** of the following amounts:-

Sr. No.	Particulars
(i)	Estimated amount towards share money, application entrance fee of the Society or Limited Company (“association”) / Federation / Apex Body
(ii)	Estimated amount towards formation and registration of the Society or Limited Company / Federation / Apex Body
(iii)	Estimated amount towards Proportionate Share Of Taxes And Other Charges / Levies In Respect Of The Society Or Limited Company / Federation / Apex Body
(iv)	Estimated amount towards deposit towards provisional monthly contribution towards outgoings of Society or Limited Company / Federation / Apex Body
(v)	Estimated amount towards For deposit towards water, electric, gas and other utility and services connection charges
(vi)	Estimated amount towards For deposits of electrical transformers in the Layout/Phase
(vii)	Estimated amount towards maintenance charges for 24 months from the date of Occupation Certificate of the Building in which the said

	Apartment is situated for purpose of management and maintenance of Building and its vicinity. Similarly, for the subsequent period also, the Allottee shall pay the maintenance charges regularly as and when demanded by the Promoters.
(viii)	Estimated amount towards ad-hoc corpus fund to be deposited with Promoters / service provider, as may be directed by the Promoters

17. Legal charges for formation of society / limited company / federation / Apex Body: The Allottee shall on demand pay to the Promoters at actual, the amount towards meeting all legal cost, charges and expenses, including professional costs of Advocates/Solicitors of the Promoters in connection with formation of the society / limited company / federation / Apex Body and for preparing its rules, regulations, bye-laws, etc. and the cost of preparing and engrossing the conveyance.
18. The Allottee authorizes the Promoters to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoters may in their sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoters to adjust his payments in any manner.
19. Time is of essence for the Promoters as well as the Allottee. The Promoters shall abide by the time schedule for completing the Phase/Building and handing over the Apartment to the Allottee after receiving the Occupancy Certificate.
20. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the completion of construction by the Promoters as provided in this Agreement.

21. All outstanding amounts payable by any Party under this Agreement to other Party shall carry applicable interest at the rate of (i) 2% (two percent) above the then existing SBI MCLR (State Bank of India – Marginal Cost of Lending Rate) per annum or (ii) such other rate of interest higher/ lower than 2% as may be prescribed under the Act/ Rules (“Interest”) from the date they fall due till the date of receipt/realization of payment by the other Party.
22. Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.
23. Without prejudice to the other rights of the Promoters hereunder, the Promoters shall in respect of any amounts remaining unpaid by the Allottee under this Agreement, shall have a first charge / lien on the Apartment and the Allottee shall not transfer his/her rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Allottee under this Agreement, to the Promoters. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Promoters.
24. The Allottee has been informed and is aware that the buildable area has been sanctioned for the entire said Land as a single layout on the basis of the available Floor Space Index (“FSI”) and accordingly the Promoters are developing the said Land in Three Phases.
25. The Promoters declare that FSI approved and sanctioned in respect of the said Project is 18216.50 square meters and the Promoters have utilized for 4608.77 square meters FSI in Phase 1 and planned to utilize FSI of approx. 3453.85 square meters on the said Phase 2 by utilizing the FSI of the said Land or by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the

Development Control Regulations or based on the expectation of increased FSI which may become available in future.

26. Further, the Allottee has been informed and acknowledges that the FSI proposed to be consumed in the construction of the Buildings of the said Phase may not be proportionate to the area of the physical Land on which it is being constructed and/or in proportion to the total area of the Land taking into account the FSI to be utilized for all buildings to be constructed thereon. The Promoters in their sole discretion, may allocate such buildable FSI for each of the buildings being constructed on the Land as it thinks fit and the Allottees of the premises in such buildings (including the Allottee) have understood the manner of consumption of the FSI as set out hereinabove and agree not to raise any claim or dispute thereof.
27. The Allottee acknowledges that the Promoters shall be entitled to utilize and deal with all the Development potential of the Land including the existing and future FSI and /or transferable development rights ("TDR") heretofore sanctioned or as may hereafter be sanctioned and shall be entitled to use any or all such FSI and/or TDR for construction of buildings and development of facilities and/or amenities on any part of the said Land or elsewhere as may be permitted and in such manner deemed fit by the Promoters.
28. The Allottee further acknowledges that, at the sole discretion (i) the Promoters shall be entitled to freely deal with the other Phases comprised on the said Land (along with the loading of FSI/TDR or otherwise) including by way of sale/transfer to any entity as the Promoters may deem fit (ii) the Promoters may also sell/transfer its stake in the other Phases to any person as they deem fit, in accordance to the then existing laws. The Allottee has entered into this Agreement knowing fully well the scheme of development proposed to be carried out by the Promoters on the said Land.

29. The unutilized/residual FSI (including future accretions / enhancement due to change in law or otherwise) in respect of the said Land on which the entire Project is developed by the Promoters in the manner set out hereinabove, shall always be available to and shall always be for the benefit of the Promoters and the Promoters shall have the right to deal / use the FSI / TDR as it may deem fit, without any objection/interference from the Allottee / association / federation/apex body / apex bodies. In the event of any additional FSI in respect of the said Land or any part thereof being increased as a result of the any favorable relaxation of the relevant building regulations or increase in incentive FSI or otherwise, at anytime, hereafter, the Promoters alone shall be entitled to the ownership and benefit of the all such additional FSI for the purpose of the development and / or additions to the built up area on the said Land as may be permissible.

30. Neither the Allottee nor any of the other Allottees of premises in the buildings being constructed on the said Land (including the Buildings on the said Phase) nor the association /federation/ apex body to be formed of Allottees of premises in such buildings (including the Buildings on the said Phase) shall be entitled to claim any FSI and/or TDR howsoever available on the said Land. All FSI and/or TDR at any time available in respect of the said Land in accordance with the Layout or any part thereof shall always belong absolutely to the Promoters, till the time the development of the entire Layout of the said Land as contemplated by the Promoters is completed by the Promoters and buildings/ the said Land is conveyed to the association / federation /apex body in the manner set out herein below.

31. The Allottee or the association / federation/apex body of the Allottees shall not alter/demolish/construct or redevelop the Building or the said Land or any part thereof until and unless the Building is in a dilapidated condition or unsuitable for habitation or pursuant to any requirement of any law or use any unutilized

or increased FSI available on the Land. It is also agreed by the Allottee that even after the formation of the association / federation/apex body, the Promoters, if permitted by the local authority and other authorities, shall be entitled to utilize further development potential (including fungible FSI), by putting up further construction on the said Land and shall thereby continue to retain full right and authority to Promoters the Land and to utilize the entire FSI and / or any incremental development potential that may be available from time to time. Further, such potential or additional construction shall at all times be the sole property of the Promoters who shall be at the liberty to use, dispose off, sell or transfer the same in such manner as the Promoters may deem fit.

32. The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning of the said Layout plans or thereafter and shall before offering possession of the Apartment to the Allottee obtain from the concerned local authority Occupancy Certificate in respect of the said Building in which the said Apartment is located.

33. The Promoters shall offer possession of the Apartment to the Allottee, after obtaining the Occupation Certificate with respect to the said Building in which the said Apartment is located on or before _____ (“Delivery Date”), subject to the Allottee being in compliance of all its obligations under this Agreement including timely payments of amounts. Provided however that the Possession Date shall stand extended on account of (i) any force majeure events and/or (ii) reasons beyond the control of the Promoters and/or its agents and/or (iii) due to non-compliance or default on the part of the Allottee (“Extension Event”). For the purpose of this Agreement, “Force Majeure” event shall include (a) war, civil commotion or act of God; (b) any notice,

order, rule, notification of the Government and / or other public competent authority / Court.

34. In case the Promoters are unable to offer possession on or before the Delivery Date for any reasons other than those set out in the foregoing and subject to reasonable extension of time, then on demand in writing by the Allottee, the Promoters shall refund the amounts received from the Allottee along with applicable Interest from the date of payment of such amount till refund thereof. If the Promoters fail to abide by the time schedule for handing over the said Apartment to the Allottee, the Promoters agree to pay to the Allottee, who does not intend to withdraw from the said Project, interest as specified in the rules on all the amounts -paid by the Allottee for every month of delay till the handing over of the possession. The Allottee agrees to pay to the Promoters, interest as specified in the Rules on all the delayed payments which become due and payable by the Allottee to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoters.
35. The Allottee shall take possession of the Apartment within 15 (fifteen) days from the date the Promoters offering possession of the Apartment, by executing necessary documents, indemnities, declarations and such other documentation as prescribed, and the Promoters shall give possession of the Apartment to the Allottee. Upon receiving possession of the Apartment or expiry of the said 15 days from the date of possession offered by the Promoters as aforesaid ("Possession Date"), the Allottee shall be deemed to have accepted the Apartment, in consonance with this Agreement, and shall thereafter, not have or make any claim/s, against the Promoters, with respect to any item of work alleged not to have been carried out or completed. The Allottee expressly understands that from such date, the risk and ownership to the Apartment shall pass and be deemed to have passed to the Allottee.

36. The Allottee hereby agrees that in case the Allottee fails to respond and/or neglects to take possession of the Apartment within the time stipulated by the Promoters, then the Allottee shall in addition to the above, pay to the Promoters holding charges at the rate as decided by the Promoters and applicable maintenance charges towards upkeep and maintenance of the common areas and facilities and common facilities (if any) for the period of such delay. During the period of said delay the Apartment shall remain locked at the sole risk, responsibility and cost of the Allottee in relation to its deterioration in physical condition.
37. The Allottee hereby agrees that in case the Allottee fails to respond and/or neglects to take possession of the Apartment within the aforementioned time as stipulated by the Promoters and/or cancel/ terminate this Agreement at the time of handover of possession of the Apartment, then the Promoters shall also be entitled to reserve their right to forfeit the Earnest Money alongwith the government taxes levied on the entire consideration amount and refund the balance amount to the Allottee without any interest. The Allottee further agrees and acknowledges that the Promoters' obligation of delivering possession of the Apartment shall come to an end on the expiry of the time as stipulated by the Promoters and that subsequent to the same, the Promoters shall not be responsible and/or liable for any obligation towards the Allottee for the possession of the Apartment.
38. From the Possession Date, the Allottee shall be liable to bear and pay the proportionate share of outgoings in respect of the Building and the said Layout including but not limited to local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, security agency, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Land and building/s thereon.

39. Until the conveyance of the structure of the Building(s) to the common organization, the Allottee shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters. The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the Promoters provisional monthly contribution as determined by the Promoters or the common organization as the case may be from time to time. The amounts so paid by the Allottee to the Promoters shall not carry any interest and any unutilized amounts shall remain with the Promoters until the conveyance in favour of common association as aforesaid. On such conveyance being executed the balance amount of deposits shall be paid over by the Promoters to the common organization.
40. The Promoters shall maintain a separate account in respect of sums received from the Allottee as advance or deposit, on account of the share capital for the promotion of the co-operative Society or Company or federation or apex body towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
41. If the Allottee brings to the notice of the Promoters any structural defect in the Apartment/Building within the time period as stipulated under the Relevant Laws then, it shall wherever possible be rectified by the Promoters without further charge to the Allottee. However, Parties agree and confirm that the decision of the Promoters' architect shall be final in deciding whether there is any actual structural defect in the Apartment / Building or defective material being used or regarding workmanship, quality or provision of service.
42. After the Possession Date, any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned in Clause 43), the Promoters shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Allottee and the Allottee alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.

43. In the event if the Allottee fails or neglects to (i) make the payment of the Consideration in installment in accordance with terms of this Agreement and all other amounts due including but not limited to estimated other charges due from the Allottee as mentioned in this Agreement on its due dates and/or (ii) comply with the obligations, terms conditions as set out in this Agreement, the Promoters shall be entitled, without prejudice to other rights and remedies available to the Promoters including charging of interest for delayed payment, after giving 15 (fifteen) days prior notice to the Allottee, to cancel/terminate the transaction.
44. In case the Allottee fails to rectify the default within the aforesaid period of 15 days then the Promoters shall be entitled, at their sole option, to terminate this Agreement and forfeit (a) Earnest Money from the amounts paid and (b) Interest on any overdue payments and (c) brokerage paid to channel partners/brokers, if any, (d) administrative charges as per Promoters' policy and (e) all taxes paid by the Promoters to the Authorities (f) amount of stamp duty and registration charges to be paid on deed of cancellation of this Agreement, if Agreement for Sale is registered and (g) any other taxes which are currently applicable or may be applicable in future and (h) subvention cost (if the Allottee has opted for subvention plan) which the Promoters may incur either by way of adjustment made by the bank in installments or paid directly by the Promoters to the bank, (collectively referred to as the "Non-Refundable Amount"). Balance amounts, if any, without any liabilities towards costs/damages/interest etc. shall be refunded without interest whatsoever simultaneously upon the Allottee executing and registering the deed of cancellation or such other document ("Deed") within 15 (fifteen) days of termination notice by the Promoters, failing which the Promoters shall be entitled to proceed to execute /register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Allottee and

the Allottee hereby acknowledges and confirms. The Parties further confirm that any delay or default in such execution/ registration shall not prejudice the cancellation, the Promoters' right to forfeit and refund the balance to the Allottee and the Promoters' right to sell/transfer the Apartment/Apartment to any third party. For the sake of clarity, the interest and/or taxes paid on the Consideration shall not be refunded upon such cancellation / termination. Upon such cancellation, the Allottee shall not have any right, title and/or interest in the Apartment and/or the said Project and/or the said Land. The Allottee acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.

45. The Promoters shall at their discretion as prescribed under Relevant Laws: (i) form association of the Allottees in the Buildings (being either a co-operative society/condominium/limited company or combination of them) ("Association"), as it may deem fit and proper in respect of each of the buildings or some or all the Buildings in the Phase together comprised in the said Project known by such name as the Promoters may decide, which shall be responsible for maintenance and management of the Buildings, within such period as may be prescribed under the relevant law. (ii) form an apex organization (being either a co-operative society/ condominium/limited company or combination of them) ("Apex Body") for the entire development for the said Land, as the Promoters may deem fit, for the purposes of effective maintenance and management of the entire Project including for common areas and amenities of the Project at such time and in such a manner as the Promoters may deem fit to be known by such name as the Promoters may decide, within such period as may be prescribed under the relevant law. (iii) with a view to preserve the intrinsic value of the Project by ensuring high standard of maintenance and upkeep, at their discretion but not as an obligation, be involved / undertake / conduct either by themselves or through

Facility Management Company, the maintenance and management of the Project, without any reference to the Allotee and other occupants of the Project, even after formation of the association/apex body on such terms and conditions as the Promoters may deem fit and the Allotee hereby gives his unequivocal consent for the same. For this purposes the Promoters may, in their discretion provide suitable provisions in the constitutional documents of the association/apex body. (iv) Make provisions for payment of outgoings to the association & the apex body for the purposes of maintenance of Building in which the Apartment is located and the entire Project.

46. The Allotee hereby acknowledges and agrees that the said Phase is part of a single layout development and as such the Promoters would be conveying only the structure of the Buildings to the association/society formed of the individual buildings, which shall be within 3 (three) years from the date of handover all the Apartment(s)/Apartment in the Buildings to respective Allotees of the Building(s) and the underlying Land would be conveyed to the Apex Body formed of the association in such parts as the Promoters may deem fit. The Promoters shall convey its title in respect of the said Land to the association / Apex Body within such period as the Promoters may deem fit, however such conveyance shall be within 5 (five) years from date of the completion of the entire development of the said Land by utilizing the entire FSI/TDR that may be permitted to be utilized therein in accordance with D.C. Regulations that may be in force from time to time and sale of all the Apartments/premises/commercial office/units in the said buildings and receipt of the entire consideration in respect thereof. The Allotee hereby agrees that he/she/it has understood the provisions of this clause and hereby gives his/her/its unequivocal consent for the same. The Allotee hereby agrees and confirms that till conveyance of the buildings and underlying Land to the association or apex body, the Allotee shall continue to pay all the outgoings as

imposed by the Local Authority and/or concerned authorities and proportionate charges to the Promoters/Facility Management Company as the case may be from time to time at the rate as decided by the Promoters.

47. The Allottee agrees and undertakes, to sign and execute all applications and other papers and documents, including but not limited to the bye-laws/memorandum and articles of association /apex body drafted/adopted by the Promoters for the association, necessary for the formation and registration of the association / apex body within 10 (ten) days from intimation by the Promoters. The Allottee agree(s) not to object to any changes/amendments made by the Promoters in the draft/model bye-laws/memorandum and articles of association / apex / apex bodies for the association. The Allottee shall also be bound from time to time, to sign all papers, documents and deeds for safeguarding the interest of the Promoters and the other Allotees of premises in the Building. The Allottee shall be bound by the rules, regulations and bye-laws/memorandum and articles of association / apex body and the terms and conditions contained in the Indenture. No objection shall be raised by the Allottee, if any changes or modifications are made in the draft bye-law of the association / apex body by the Promoters as the case may be or as may be required by the Registrar of Cooperative Societies or any other competent authority. The Allottee hereby authorize Promoters to sign and execute all such forms applications, papers and documents on his/her/their/its behalf as may be required for this purpose.

48. The Promoters may become a member of the association / apex body / to the extent of all unsold and/or unallotted premises, areas and spaces in the Building.

49. All costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of such deed of conveyance in favour of the society/Federation shall be borne and paid

by the association/all Allotees of premises in the building/s in the same proportion as the carpet/built up area of the premises bears to the total area of all the premises in the said building/s.

50. By executing this Agreement, the Allotee agrees and consents to the appointment by the Promoters if they so desire to appoint any agency, firm, corporate body, organization or any other person ("Facility Management Company") to manage, upkeep and maintain the Building together with other buildings and the amenities in the said Project and maintain common areas, amenities, common facilities and open spaces. The Facility Management Company shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the said Building (including the Allotee's proportionate share of the outgoings as provided hereinabove). It is hereby clearly clarified, agreed and understood that the Facility Management Company shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the association/ apex body. The Allotee hereby grants his/her/its consent confirming such agreement/contract/arrangement that the Promoters have or may have to enter into with the Facility Management Company. It is further expressly understood that the Promoters shall not in any manner be accountable, liable or responsible to any person including the Allotee and/or association / apex body for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company in the due course of such maintenance, management and control of the Building and/or common areas, amenities and facilities thereto.

51. The Allotee agrees to pay the necessary fees as may be determined by the Promoters/Facility Management Company.

52. The Allotee further agrees and undertakes to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as

required, at the sole discretion of the Promoters/ Facility Management Company, for the purposes of framing rules for management of the Building and use of the Premises by the Allotee for ensuring safety and safeguarding the interest of the Promoters/Facility Management Company and other Allotees of premises in the Building and the Allotee also agrees and confirms not to raise any disputes/claims against the Promoters/Facility Management Company and other Allotees of premises in this regard.

53. The Allotee agrees and undertakes that upon handover of possession, the Allotee shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Promoters/association / apex body and without causing any disturbance, to the other Allotees of premises in the Building. Without prejudice to the aforesaid, if the Allotee makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Apartment or the Building, the Promoters shall be entitled to call upon the Allotee to rectify the same and to restore the Apartment and/or Building to its original condition within 30 (thirty) days from the date of intimation by the Promoters in that behalf. If the Allotee does not rectify the breach within the such period of 30 (thirty) days, the Promoters may carry out necessary rectification/restoration to the said Apartment or the said Building (on behalf of the Allotee) and all such costs/charges and expenses incurred by the Promoters shall be reimbursed by the Allotee. If the Allotee fails to reimburse to the Promoters any such costs/charges and expenses within 7 (seven) days of demand by the Promoters, the same would be deemed to be a charge on the Apartment. The Allotee hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Promoters (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Promoters or which the Promoters may suffer or incur as a result of any unauthorized change or alteration in or causing any

unauthorized repairs in or to the Apartment or the Building and (ii) for all costs and expenses incurred by the Promoters for instituting any legal proceedings for recovery of such costs/charges and expenses incurred by it for rectification/restoration to the Apartment or the Building.

54. Upon the possession of the Apartment being delivered to the Allotee, the Allotee shall be deemed to have granted a license to the Promoters, its engineers, workmen, labourers or architects to enter upon the Apartment by reasonable notice in writing or in case of emergency without notice, for the purpose of rectifying any defect or damage to the Building or if necessary any part of the Apartment provided the Apartment is restored to the same condition, as far as possible, after the restoration work or rectification of the defect or damage caused due to any act of commission or omission of the Allotee or his agents and the Allotee shall reimburse and/or pay to the Promoters or any other person the loss or damage suffered by them on account of the act of the Allotee or his agents. The Promoters shall not be liable for any theft or loss or inconvenience caused to the Allotee on account of entry to the Apartment as aforesaid. If the Apartment is closed and in the opinion of the Promoters any rectification or restoration is necessary in the interest of the Building and/or Allotee therein, the Allotee consents to the Promoters to break open the lock on the main door/entrance of the Apartment and the Promoters shall not be liable for any loss, theft or inconvenience caused to the Allotee on account of such entry into the Apartment.

55. The Promoters hereby represent and warrant to the Allotee to the best of their knowledge as on date as follows: (i) The Promoters have clear and marketable title with respect to the said land; as covered in the title report annexed to this agreement and have the requisite rights to carry out development upon the said Land and also have actual, physical and legal possession of the said Land for the implementation of the said Project; (ii) The Promoters have lawful rights

and requisite approvals from the competent Authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the said project; (iii) There are no encumbrances upon the said Apartment(s) / Apartment or said Phase or said Land or the said Project. (iv) There are no litigations pending before any Court of law with respect to the said Land or said Project. (v) All approvals, licenses and permits issued by the competent authorities with respect to the said Project, said land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Land and said Building shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable/relevant laws in relation to the said Project, said Land, said Building 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 Allotee 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 Land, including the said Phase and the said Premises which will, in any manner, adversely affects the rights of Allotee under this Agreement; (viii) The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Premises to the Allotee in the manner contemplated in this Agreement; (ix) At the time of execution of the conveyance deed of the structure to the association of Allotee the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the association of the Allotee or the federation or apex body as the case may be; (x) The Promoters have duly paid and shall continue to pay and discharge

undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities; (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 property) has been received or served upon the Promoters in respect of the said Land and/or the said Project.

56. It is clearly understood and agreed by the Parties that – The Promoters reserve to themselves the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the said Land and said Project and any common rights of ways with the authority to grant such rights to the Allotee and/or users of premises in the buildings being constructed on the said Project (present and future) at all times and the right of access to the said Project for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, underground tanks, transformer of power supply company etc. situated on the said Land and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the said Project and if necessary to connect the drains, pipes, cables etc. under, over or along the said Land appurtenant to each and every building to be constructed on the said Project (including the Building) without in any way obstructing or causing nuisance to the ingress and egress of the Allotee/other occupants of premises in the said building constructed on the said Land till such time the said Land is handed over to the society/condominium/limited company/ association/Apex Body Federation.

57. Necessary provisions for the above shall be made in the transfer documents to be deeds of transfer/assignment/declaration/deeds of Apartments to be executed in respect of the sale/transfer of premises in the buildings to be constructed on the said Land. The Allottee hereby expressly consents to the same.
58. It is agreed by the Allottee that the name of the said Project “Raj Baug” or of the individual buildings may be changed at the sole discretion of the Promoters and the Allottee shall not be entitled to raise any objection to the same.
59. The Allottee acknowledges, agrees and undertakes that the Allottee shall neither hold the Promoters or any of its sister concerns/ affiliates liable/ responsible for any representations/ commitments/ offers made by any third party to the Allottee nor make any claims/demands on the Promoters or any of its sister concerns/ affiliates with respect thereto.
60. The Allottee may, only upon payment of the 100% consideration amount alongwith the applicable taxes, charges as provided for under this Agreement, transfer his rights, title and interest in the said Apartment under this Agreement to any third person / entity after obtaining prior written consent of the Promoters. Any such transfer by the Allottee shall be subject to the terms and conditions of this Agreement, Applicable /relevant Laws, notifications/ governmental directions. Further, the Promoters reserve the right to allow such transfer at their sole discretion.
61. On such transfer recorded / endorsed by the Promoters, the Allottee along with third party transferee shall furnish requisite undertakings and indemnities, as may be required by the Promoters, to abide by all the terms and conditions of this Agreement. The Allottee shall solely be liable and responsible for all legal and other consequences that may arise due to acceptance of application for such transfer/ assignment.

62. The Allotee or himself with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants, represents with the Promoters as follows :- (i) To maintain the Apartment at the Allotee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the said building in which the said Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the said Apartment is situated and the said Apartment itself or any part thereof without the consent of the local authorities, if required. (ii) Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said building in which the said Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the said building in which the said Apartment is situated, including entrances of the said building in which the said Apartment is situated and in case any damage is caused to the said building in which the said Apartment is situated or the said Apartment on account of negligence or default of the Allotee in this behalf, the Allotee shall be liable for the consequences of the breach. (iii) To carry out at his own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoters to the Allotee and shall not do or suffer to be done anything in or to the said building in which the said Apartment is situated or the said Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allotee committing any act in contravention of the above provision, the Allotee shall be

responsible and liable for the consequences thereof to the concerned local authority and/or other public authority. (iv) Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated nor shall demand partition of the Allottee's interest in the said Apartment and shall keep the portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said building in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural members in the said Apartment without the prior written permission of the Promoters and/or the Society or the Limited Company. (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance. (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said land and the building in which the said Apartment is situated. (vii) Pay to the Promoters within fifteen days of demand by the Promoters, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the said Apartment is situated. (viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Apartment by the Allottee for any

purposes other than for purpose for which it is sold. (ix) Not cause any nuisance, hindrance, disturbance and annoyance to other Allottees of premises in the Building or other occupants or users of the said Building, or visitors to the said Building, and also occupiers of any adjacent, contiguous or adjoining properties; (x) Pay to the Promoters, within 7 (seven) working days of demand, by the Promoters his/her/its share of deposits, if any, demanded by the concerned local authorities or government for giving water, drainage, electricity, telephone, gas or any other service/utility connection to the Premises or Building; (xi) Permit the Promoters and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Apartment or any part thereof, to view and examine the state and condition thereof or to repair the same, at the cost of the Allottee; (xii) Not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/ies, verandah or other open spaces forming a part or appurtenant to the said Apartment/s in the said Building, without the prior written permission of the Promoters/association/concerned authorities; (xiii) Not do or permit to be done any act or thing which may render void or voidable any insurance of the said Building or said Land or any part thereof, or whereby, or by reasons whereof, increased premium shall become payable; and (xiv) After possession of the said Apartment is handed over the Allottee, the Allottee may insure the said Apartment from any loss, theft, damage caused due to human intervention or due to any Act of God or other Force Majeure incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Promoters shall not be responsible for any loss/damage suffered thereafter. (xv) The Allottee and/or the Promoters shall present this Agreement as well as the conveyance and / or any other document as may be required, in accordance to the provisions of the Registration Act, 1908. (xvi) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit

factor of this Agreement or part with the possession of the said Apartment until all the dues payable by the Allotee to the Promoters under this Agreement are fully paid up. (xvii) The Allotee shall observe and perform all the rules and regulations which the society or the limited company or apex body or federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allotee shall also observe and perform all the stipulations and conditions laid down by the society/limited company/apex body/federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement. (xviii) Till a conveyance of the structure of the said building in which Apartment is situated is executed in favour of society/limited society, the Allotee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof. (xix) Till a conveyance of the said land on which the said building in which the said Apartment is situated is executed in favour of Apex Body or federation, the Allotee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land or any part thereof to view and examine the state and condition thereof. (xx) Usage of Apartment Areas by the Allotee: The Allotee agrees to use the said Apartment or any part thereof or permit the same to be used only for purpose of residence only. (xxi) The Allotee hereby confirms and acknowledges that the specifications mentioned in the

advertisement / communications or the sample Apartment / mock Apartment and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein are only indicative and suggested in nature and are not intended to be provided as a standard specifications and/or services or cannot be construed as same. The Allotee agrees and confirms that they have not relied on the same for his/her/its decision to acquire the said Apartment in the said Phase and also acknowledges satisfying itself with the sanctioned layout plans and time schedule of completion of the Project. (xxii) The Allotee undertakes that the Allotee has taken the decision to purchase the said Apartment out of his/her own free will, based solely upon the information provided along with the documents Annexed hereto, after giving careful consideration to the nature and scope of the entire development explained to the Allotee by the Promoters in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement. (xxiii) Save and except the information / disclosure contained herein the Allotee confirms and undertakes not to any make any claim against Promoters or seek cancellation of the said Apartment or refund of the monies paid by the Allotee by reason of anything contained in other information / disclosure not forming part of this Agreement including but not limited to publicity material / advertisement published in any form or in any channel. (xxiv) The Allotee agrees and undertakes that the Promoters shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Apartment by concerned authorities due to nonpayment by the Allotee or any other apartment Allotee of their respective proportion of the taxes / outgoings payable to the concerned authorities on account of default in making such payments.

63. The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been

imposed by the concerned local authority at the time of sanctioning the said Plans or thereafter and shall, before handing over possession of the Apartment to the Allotee, obtain from the concerned local authority occupancy and /or completion certificates in respect of the Apartment.

64. The Allotee hereby consents that the Promoters may and shall always continue to have the right to place/erect hoarding/s on the said Land, of such nature and in such form as the Promoters may deem fit and the Promoters shall deal with such hoarding spaces as its sole discretion until conveyance to the association / Apex body and the Allotee agrees not to dispute or object to the same. The Promoters shall not be liable to pay any fees / charges to the association / apex body for placing / putting up the hoarding/s; provided that if any municipal taxes become payable for such use, then the same shall be borne and paid by the Promoters and/or by the transferee (if any).

65. All unsold and/or unallotted Apartments, areas and spaces in the Building /Residential Complex, including without limitation, other spaces in the basement and anywhere else in the Building / Phase and said Land shall always belong to and remain the property of the Promoters at all times and the Promoters shall continue to remain in overall possession of such unsold and/or unallotted Apartments and shall be entitled to enter upon the said Land and the said Building to enable it to complete any unfinished construction work and to provide amenities and facilities as the Promoters may deem necessary.

66. The Promoters shall without any reference to the Allotee, association / apex body, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted premises and spaces therein, as it deems fit. The Promoters shall be entitled to enter in separate agreements with the Allotees of different premises in the said Building on terms and conditions decided by the Promoters in their sole discretion and shall without any delay or demur enroll the new Allotee as member/s of the

association / apex body. The Allottee and / or the association / apex body shall not claim any reduction in the Consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, with respect to the unsold **Flats/Shops/Offices**, the Promoters shall not be liable to pay / contribute any amount on account of any charges / fund *inter alia* including but not limited to the contribution payable to the Promoters /society /association /apex body /Facility Management Company towards the monthly maintenance and other outgoings towards the upkeep of the said Building provided for under the bye-laws, rules and regulations or resolutions of the association / apex body.

67. The Promoters may at any time assign or transfer (by way of lease, mortgage, sale or otherwise), in whole or in part, its rights and obligations in respect of the said Land/ said Project in accordance with Applicable/relevant Laws. On such transfer, the assignee or transferee of the Promoters shall be bound by the terms and conditions herein contained.

68. The Allottee hereby consents that the Promoters shall be entitled to construct any additional area/structures in the remaining portion of the said Land as the Promoters may deem fit and proper and the Promoters shall, at its sole discretion, deal with and/or dispose of the same without any reference to the Allottee and/or the association / apex body, as the case may be, in accordance with the terms of the Applicable/relevant Laws and the Allottee agrees not to dispute or object to the same. The right hereby reserved shall be available to the Promoters until the complete optimization of the said Land.

69. The Promoters shall be entitled to create security on the said Land whereon the said Phase shall stand together with the said building/s being constructed thereon (including the said Building) by availing loans/financial assistance/credit facilities from banks/financial institutions, against securities thereof, save and except the said Apartment agreed to be Purchased by the

Allottee. The Promoters shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation whether legal or in English form or by way of deposit of title deeds, save and except the said Apartment, provided the Promoters shall be the principal debtors and it shall be the sole responsibility of the Promoters to repay such loan amount with interest, charges and expenses thereon, in any case on or before the assignment/transfer of the said Land whereon the said Phase shall exists (or any part thereof) and the said building/s constructed thereon in favour of the association / apex body in accordance with terms hereinabove. The Allottee hereby gives express consent to the Promoters to raise such financial facilities against security of the said Land whereon the said Phase shall stand together with the building(s) being constructed thereon (including the said Building) and mortgage the same with banks/financial institutions as aforesaid, save and except the said Apartment agreed to be sold to the Allottee hereunder.

70. The Promoters has informed the Allottee and the Allottee is aware and agrees that in order to provide a common and better quality service within the said Project, the Promoters shall decide on the specifications and vendors for providing T.V./Internet – Cable and dish antennae network in the said Building and other buildings constructed / to be constructed upon the said Land. The aforesaid rights are retained by the Promoters to themselves permanently and the Promoters shall be entitled to deal with and dispose of and/or assign the said rights in favour of such person or corporate body as the Promoters may determine save and unless the Promoters relinquish the said rights. In view thereof, the Allottee and /or other occupants of premises in the said Building shall not have a right to obtain T.V. / Internet and/or other dish antenna network facilities either alone or jointly with others through any other agents but shall obtain the T.V. / Internet and or other dish antenna network facilities from the Promoters or the assignees of the Promoters save and except

in case of relinquishment as aforesaid. The Allotee of the said Apartment in the said Building and/or the association / apex body shall pay the charges (including deposits) as may be payable to the Promoters and/or such assignee(s) as aforesaid for availing the transmission facilities and network as aforesaid and shall give to them all necessary co-operation of enabling them install, maintain and repair the equipment thereof and shall not be entitled to charge the Promoters and/or their assignee(s) as aforesaid any amount for the said rights or incidental thereto.

71. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Land and the said Building or any part thereof. The Allotee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him and all open spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Promoters until the said structure of the said building is transferred to the society/limited company or other body and until the said Land is transferred to the Apex Body /federation as hereinbefore mentioned.

72. Executing this Agreement with the Allotee by the Promoters does not create a binding obligation on the part of the Promoters until the Allotee signs and delivers this Agreement with all the schedules and Annexures along with the payments of any installment or any amounts due as stipulated in the Payment Schedule within 30 (thirty) days from the date of receipt on intimation by the Allotee.

73. This Agreement contains the whole agreement between the Parties in respect of the subject matter and shall not be modified (whether by alteration, addition or omission) otherwise than by writing duly signed by all the Parties. This Agreement constitutes the entire understanding / agreement between the Parties and there are no promises or assurances or representations, oral or

written, express or implied, other than those contained in this Agreement. The Allotee hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise, given or made or represented by the Promoters and/or its agents to the Allotee and/or his agents, including those contained/given in any advertisement or brochure or publicity materials, other than such terms, conditions and provisions contained herein shall be deemed to form part of this Agreement or to have induced the Allotee in any manner to enter into this Agreement. This Agreement supersedes all previous arrangement, agreement, exchange of documents including marketing materials brochures etc.

74. 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 said Apartment and/or the said Project shall equally be applicable to and enforceable against any subsequent Allotee of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.
75. Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void shall, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such prohibition or unenforceability substantially affects or alters the residential terms and conditions of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same terms, covenants and conditions as were there in this Agreement prior to such prohibition or unenforceability.

76. Any delay tolerated or indulgence shown by the Promoters, in enforcing the terms, conditions, covenants, stipulations and/or provisions of this Agreement, or any forbearance, or giving of time, to the Allotee by the Promoters, shall not be treated/construed /considered, as a waiver or acquiescence on the part of the Promoters of any breach, violation, non-performance or noncompliance by the Allotee of any of the terms, conditions, covenants, stipulations and/or provisions of this Agreement, nor shall the same in any manner prejudice, the rights/remedies of the Promoters.
77. Wherever in this Agreement it is stipulated that the Allotee has to make any payment, in common with other Allotee in the said Building/ Phase / Project, the same shall be in proportion to the carpet area of the said Apartment to the total carpet area of all the Apartments in the said Building/ Phase /Project.
78. 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.
79. The execution of this Agreement shall be complete only upon its execution by the Allotee and the Promoters through its authorized signatory of the Promoters at the Promoters' Office and simultaneously with the execution the said Agreement shall be registered at the office of the Sub Registrar and this Agreement shall be deemed to have been executed at Neral-Karjat.
80. The Allotee and/or Promoters shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

81. Any notice, demand or other communication including but not limited to the Allottee's default Notice to be served under this Agreement may be served upon any Party by registered post with acknowledgement due or through speed post or through courier service at the address mentioned below, or through e-mail or at such other address as it may from time to time be notified in writing to the other Party.

To the Allottee:

Name:

Address:

Notified E-mail ID:

To the Promoters:

Name:

Address:

Notified E-mail ID:

82. In case of more than one Allottee, default notice, letters, receipts, demand notices to be served under this Agreement may be served upon to the first mentioned Allottee onto the above mentioned address or any address later notified by the first mentioned Allottee and the same shall be a sufficient proof of receipt of Default notice, letters, receipts, demand notices and other communication by all the Allottee and the same shall fully and effectively discharge the Promoters of its obligation in this regard. In case of change of address of the Allottee, the same shall be informed to the Promoters well in advance by the Allottee.

83. The Allottee hereby declares that he/she/it has gone through this Agreement and all the documents relating to the said Land / said Building and has expressly understood the contents, terms and conditions of the same and the Promoters have entered into this Agreement with the Allottee relying solely on the Allottee agreeing, undertaking and covenanting to strictly observe, perform,

fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Allotee to be observed, performed and fulfilled and complied with and therefore, the Allotee hereby jointly and severally (as the case may be) agrees, undertakes and covenants to indemnify, save, defend and keep harmless at all times hereafter, the Promoters and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Allotee.

84. The charges towards stamp duty and Registration of this Agreement shall be borne and paid by the Allotee only.

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

FIRST SCHEDULE

DESCRIPTION OF LAND

All the pieces and parcels of land and property situated at Village Neral, Taluka Karjat, District Raigad, bearing survey Nos.

Survey No	Area in Sq. Mtrs.
C.S. No. 78	505.90
C.S. No. 79A	156.30
Survey No. 44	10,220
Survey No. 45	3,790

Total

14672.20

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And Bounded as Follows:
ON OR TOWARDS THE EAST :- CENTRAL RAILWAY LINE

ON OR TOWARDS THE WEST:- NERAL MATHERAN RAILWAY LINE

ON OR TOWARDS THE NORTH:- NERAL RAILWAY STATION

ON OR TOWARDS THE SOUTH:- GAOTHAN

SECOND SCHEDULE
DESCRIPTION OF THE SAID APARTMENT

Apartment No. admeasuring ____ sq. mts. equivalent to sq.ft.
Carpet on floor of building No. being constructed in the Phase of
the said Project (hereinafter referred to as "the Apartment") as shown in the Floor
plan.

SIGNED AND DELIVERED by
the withinnamed Promoters
M/s. Nehal Dhara Realtors, Promoter, through its partner
1) Shri. RAMDEV SINH BALUBHA JADEJA

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)
)
)

in the presence of :

1. _____
2. _____

SIGNED AND DELIVERED by

the withinnamed Allottee

Mr./Mrs. _____

in the presence of :

)
)
)
)

1. _____

2. _____