

AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT made at Panvel, this ____ day of,
_____, _____ BETWEEN:-

M/s. JINDAL BUILDERS AND DEVELOPERS, having (PAN No. AAOFJ0172G), a partnership firm having address at 304, 3rd Floor, Plot no. 88/89, Surat Sadan, Surat Street, Dana Bunder, Chinch Bunder, Mumbai 400 009 represented by its authorized Partner Shri Sagar Agarwal (Aadhar No:243374772503), hereinafter referred to as the **“PROMOTERS”** (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include partners for the time being of the said Firm the survivor(s) of them and the heirs, executors, administrators and assigns of the last surviving partner) of the ONE PART.

AND

MR./MRS./MISS _____ (PAN: _____), (Aadhar No _____) aged about _____, Indian Inhabitant, Residing at _____ hereinafter referred to as **"THE PURCHASER/S / ALLOTTEE/S"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include in case of **[1]** individual his / her / their respective heirs, executors, administrators, **[2]** in case of the partnership firm; the partners or partner constituting the said firm for the time being, the survivor or survivors of them,

the heirs executors and administrators of the last surviving partner, its / his / her / their assigns, [3] in case of a Trust; the Trustees or Trustee constituting the said Trust for the time being, the survivors or survivor of them and the heirs, executors and administrators of the last surviving Trustee and [4] in case of the limited company its successors and permitted assigns) of the **OTHER PART;**

WHEREAS:

A. By a Sale Deed dated dt: 05.04.2018 executed between Mr. Sachin Omprakash Agarwal and Mr. Akash Sachin Agarwal, (as the Vendor therein) and the Promoters herein (as the Purchaser therein), the said Mr. Sachin Omprakash Agarwal and Mr. Akash Sachin Agarwal sold, transferred and conveyed to the Promoters herein all that piece or parcel of land bearing Survey No. 745, Hissa No.1, situate, lying and being at Village Kasbe-Panvel, Taluka Panvel, District - Raigad, admeasuring 4350 Square Meters or thereabouts (hereinafter for brevity's sake to be referred to as the "**the said Property**") and which is more particularly described in the First Schedule hereunder written for such consideration and upon such terms and conditions as are mentioned therein. The said Sale Deed is duly registered with the Sub-Registrar of Assurances under Serial no. PVL2-5333-2018.

B. The copy of 7/12 Extract in respect of the said Property stands in the name of the Promoters. The copies of 7/12 Extracts in respect of the said property are annexed hereto and marked **Annexure-A**.

C. The Collector, Raigad has granted its Non Agricultural permission in respect of the said property, vide its Order dated 13.11.2006, upon such terms and conditions as are mentioned in the said Order.

D. In the above circumstances, the Promoters herein are entitled to develop the said property by constructing Building/s as per the building plans sanctioned by the concerned authority.

E. The Architects for the above Project shall be **O7 Associates** and the RCC Consultant shall be **YATEESH TARE**. The Panvel Municipal Council has granted the Building permission for constructing a building for residential purpose, by its letter dated 13.10.2017 bearing Ref. no. 2017/ PMC/ BP/ 9085/ 2017, (**herein after referred to as "the layout"**) upon such terms and conditions as are mentioned therein. The Promoters hereby inform the Purchaser/s and the Purchaser/s is / are

aware that the Promoters have initiated with the construction of Building comprising of Ground + 7 Upper floors by utilizing the existing available FSI. The said existing FSI available to be utilized for constructing the said Building on the said property is expected to be increased. The Promoters reserve their absolute, unfettered and undisputed right to utilize the balance / additional FSI for residential purpose or for such other user as shall be permitted by the Panvel Municipal Corporation / concerned Authority and to carry out such revision in the said Building and the location of open spaces in the layout, as the Promoters may deem fit, necessary and proper without having any reference or recourse to the Purchaser/s in any manner whatsoever and all such revisions, amendments carried out by the Promoters in the layout plan or sanctioned building plan to be constructed on the said property shall be final and binding upon the Purchaser/s, the Purchaser's legal heirs and representatives and all persons and or parties claiming through or under the Purchaser/s. The Building to be constructed on the said Property is hereinafter referred to as **"The said Building"**. The copy of said Building permission issued by the Panvel Municipal Corporation is annexed hereto & marked as **Annexure "B"**.

F. In the above circumstances, the Promoters herein are entitled to develop the said property by constructing Building/s as per the building plan sanctioned by the concerned authority.

G. The Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the Promoters will develop the said property 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 are and/or may be hereafter approved by the concerned local bodies and/or authorities. The Schedule of the said development will also be determined by the Promoters.

H. The Promoters have complied with all the terms and conditions of the said Building permission and have commenced with the construction of Building on the said property in accordance with the sanctioned plans and /or in accordance with the revised sanctioned plans or such further revised plans if any, that may be applied and sanctioned by the Panvel Municipal Corporation by permitting construction on the said property and the Promoters are desirous of selling premises in the said Building/ Project. A copy of the sanctioned Layout as sanctioned by Panvel Municipal Corporation is annexed hereto and marked as **Annexure "C"**.

I. The Report on Title issued by Advocate C. Fernandes, 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 also, prior to the execution of this Agreement, for himself/ herself/ themselves, satisfied about the right and title of the Promoters to the said property, their right to develop the said property and to construct the said building on the said property. The Purchasers by virtue of his/her/

their having executed this Agreement, is deemed to have accepted the title of the Promoters to the said property as clear & marketable & free from all encumbrances and the Promoters rights to develop the said property and the Purchaser/s shall not raise further requisition or objection in respect of the Title of the Promoters to the said property and the development carried by them on the said property in any matter relating thereto.

J. The Purchaser/s, being desirous of buying a Flat, did approach the Promoters and did raise certain queries including the queries on nature of the title of the Promoters to the said Property and the Purchaser/s hereby declare/s and acknowledge/s that he/she/they were fully satisfied with the replies, clarifications and explanations. Further the Purchaser/s hereby also declare and confirm that the Promoters have heretofore given full, free and complete inspection of the aforesaid following documents:

- (i) Chain of sale deeds / documents, in respect of the said property,
- (ii) 7/12 Extracts and 6 no. entries in respect of the said property,
- (iii) Collector Order dated 13.11.2006
- (iv) Building Permission dated 13.10.2017
- (v) Layout plan depicting the location of the said Building and other details in the said Property,
- (vi) Floor Plan depicting the said premises agreed to be purchased by the Purchaser/s,
- (vii) Title Report of Advocate C. Fernandes dated 20.04.2018,
- (viii) And all such documents as for which the Purchasers demanded inspection and all other documents as are referred to in the relevant sections of the Real Estate (Regulation And Development) Act, 2016 [hereinafter referred to as '**RERA**'].
- (ix) Airport NOC (Height Clearance) & Fire NOC.

O. The Purchaser/s has/ have, before the execution hereof, caused to be independently conducted due diligence and verified the Title Report in respect of the title of the Promoters to the said Property. The Purchaser/s hereby accept title of the Promoters to the said Property as clear and marketable;

P. The Purchaser/s is/are also aware of the fact that the Promoters are selling to the various other prospective buyers the Residential premises to be comprised in the Building in the said proposed Project.

Q. The said property is earmarked for the purpose of building a Residential Project and the said Project shall be known as '**JINDAL RESIDENCY**' ("hereinafter referred to as the said Project");

R. The Promoters are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoters regarding the said property on which the said Project is to be constructed have been completed;

S. On satisfying himself / herself / themselves about the plans and other terms and conditions including the Title and what is provided herein, the Purchaser/s hereby agree/s to purchase Flat No. _____ on the Floor, in Aing Wing, in Building, admeasuring Square meters (Carpet Area) or thereabouts in the Project known as “**JINDAL RESIDENCY**” to be constructed on the said property situate, lying and being at Kasbe: Panvel, Taluka Panvel, District – Raigad and which is more particularly described in the First Schedule hereunder written (hereinafter referred to as the said Premises and which is more particularly described in the Second Schedule hereunder written) for a total lumpsum consideration of **Rs. _____/- (Rupees _____ Only)**. The Typical Floor Plan of the said premises is annexed hereto & marked as **Annexure “E”**. "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 or verandah area appurtenant to the apartment for the exclusive use of the allottee; and exclusive open terrace area appurtenant to the apartment for the exclusive use of the allottee, but includes the area covered by the internal partition walls, RCC Column and Shear wall and other such structural members of the apartment.

The Purchaser/s hereby also declare and confirm that they have fully understood and are satisfied that while determining the sale consideration, the Promoters have already considered the amount of Input Tax credit available to the Promoters and the benefit of GST credit has already been passed to the purchaser/s by way of reduction in sale consideration.

T. The Purchaser/s hereby agree/s to purchase Flat No. _____ admeasuring Square meters of carpet area and located on Mala floor, in _____ wing, in Building, in the Project known as “**JINDAL RESIDENCY**” to be constructed on the property situate, lying and being at Kasbe: Panvel, Taluka Panvel, District – Raigad and which is more particularly described in the First Schedule hereunder written and of *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) (more particularly described in the **Second Schedule** hereunder written) and which is constructed on the said property and the floor plan of the said premises is annexed hereto and marked as **Annexure “E”**. The Purchaser/s has / have also physically inspected and verified the said premises / Typical Flat on the lower floor of the said premises (the said typical flat) and have fully and completely satisfied themselves as regards to the workmanship of the said premises / the said typical flat and the said Building and the

materials used therein as also the physical dimensions and the carpet area of the said premises and after fully and completely satisfied about the correctness and authenticity thereof, have agreed to purchase the said premises from the Promoters at or for total and lump consideration of **Rs. _____/- (Rupees _____ Only)** and the Promoters accepted the said offer upon such terms and conditions as are stipulated hereinafter;

The Promoters hereby inform the Purchaser/s and the Purchaser/s is / are aware that the Promoters have initiated with the construction of Building. The Promoters has registered the said building under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at <http://maharera.mahaonline.gov.in> on 12.04.2018 under registration no P52000016028 have been annexed and marked as **Annexure "F"**.

U. 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;

V. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

W. Under the foregoing circumstances, the parties hereto have executed these presents.

NOW IT IS AGREED, CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

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

2. The Promoters shall, under normal conditions, construct Building/s on the said property in accordance with the said plans and specifications duly approved and sanctioned by the Panvel Municipal Council and the revised plans that shall be sanctioned by Panvel Municipal Corporation and other concerned authorities. It is agreed that the Promoters shall, without any reference or recourse to the Purchaser/s / Allottee/s, be entitled to make any additions and alterations in the sanctioned plans, layout plans without adversely affecting the said premises. Provided that the Promoters may make such minor additions or alterations as may be required by the Purchaser/s / Allottee/s or such changes or alterations as shall be

required by Panvel Municipal Corporation as per the provisions of the Real Estate (Regulation and Development) Act, 2016. The said plans and specifications have been kept at the Office of the Promoters for inspection.

3. The Promoters shall confirm the final carpet area that has been allotted to the Purchaser/s / Allottee/s 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. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Purchaser/s / Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/s / Allottee/s. If there is any increase in the carpet area allotted to Purchaser/s / Allottee/s, the Promoters shall demand that from the Purchaser/s / Allottee/s as per the next milestone of the Payment Schedule. All these monetary adjustments shall be made at the same rate as agreed in Clause 5 (a) & (b) hereunder.

4. The Purchaser/s has / have, prior to execution of this Agreement, satisfied himself / herself / themselves about the title of the Promoters to the said property and hereby accept the same and the Purchaser/s shall not be entitled to further investigate the same and no requisitions or objections shall be raised on any matter relating thereto and has / have also verified the sanctioned building plans more particularly having reference to the area of the said premises mentioned herein and have satisfied himself / herself relating to the area of the said premises as mentioned herein.

5 a) The Purchasers agree to purchase from the Promoters and the Promoters agree to sell to the Purchaser/s **Flat bearing No. _____ having carpet area of _____ Square meters** and situate on the _____ floor, in _____ wing, in the Building in the Project known as “**JINDAL RESIDENCY**” to be constructed on the said property situate, lying and being at Kasbe: Panvel , Taluka Panvel, District – Raigad and which is more particularly described in the First Schedule hereunder written [identified by pink colour boundary lines on the Floor Plan hereto annexed and marked as **Annexure ‘E’** and more particularly described in the **Second Schedule** hereunder written and hereinafter referred to as ‘the said Premises’] (hereinafter referred to as the said Premises) for a total lump sum consideration of **Rs. _____/- (Rupees _____ Only)** (including the proportionate price of the common areas and facilities appurtenant to the said premises, the nature, extent and description of the common/limited common areas and facilities/amenities which are more particularly described in the **Annexure “G”** annexed hereto), which shall be paid by the Purchaser/s to the Promoters as per the

Payment Schedule annexed hereto & marked as **Annexure “H”** (Time of each payment 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. The Purchaser/s hereby also agrees that they have fully understood and are satisfied that while determining the sale consideration, the Promoters have already considered the amount of Input Tax credit available to the Promoters and the benefit of GST credit has already been passed to the purchaser/s by way of reduction in sale consideration.

5 (b) In addition to the area mentioned above, the Promoters have also proposed to provide the Cupboard area admeasuring _____ Square Meters (Carpet area) and adjoining Terrace abutting the said premises having an area of _____ Square Meters (Carpet area), and Enclosed Balcony abutting the said premises having an area of _____ Square Meters (Carpet area) which shall be fused to the said premises and the same are subject to the final approval from Panvel Municipal Corporation / concerned authorities at the time of obtaining the final Occupancy Certificate from Panvel Municipal Corporation / concerned Authority. The said areas are shown in the Typical floor plan of the said premises annexed hereto. The said areas shall be provided to the Purchaser/s without any monetary consideration being charged for the same.

5 (c) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of Value Added Tax, Service Tax, and Cess, GST (as and when made applicable) or any other similar taxes which may be levied, in connection with the construction of the said Building payable by the Promoters up to the date of handing over the possession of the said premises:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Purchaser/s / Allottee/s to the Promoters shall be increased/reduced based on such change / modification;

5 (d) The Promoters shall periodically intimate to the Purchaser/s / Allottee/s, the amount payable as stated in (a) and (c) above and the Purchaser/s / Allottee/s shall make payment within 15 (fifteen) 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 paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

5 (e) The Total Price of the said premises includes: *pro rata* share in the Common Areas; as provided in the Agreement.

5 (f) The Total Price is escalation-free, save and except increases which the Purchaser/s / Allottee/s hereby agrees to pay, due to increase on account of development charges 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 Promoters undertakes and 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.

6. The Promoters have informed that the carpet area mentioned in this Agreement is on the basis of carpet area definition as mentioned hereinabove in recital provided hereinabove. Therefore, the Promoters have informed the Purchaser/s and the Purchaser/s is aware that there is likelihood that there can be some discrepancy in the Carpet area mentioned in this Agreement and the carpet area of the said premises upon completion. The Certificate issued by the Architect certifying the above area 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 and it is further agreed that in case if the difference in carpet area is within 5% of the carpet area mentioned in this Agreement.

7. The Promoters have informed the Purchaser/s and the Purchaser/s is / are aware that, the carpet area of the said premises mentioned in recital provided hereinabove. hereof is mentioned in accordance with the definition of the Carpet area as defined under the said Real Estate (Regulation And Development) Act, 2016 and in the event of there being any change in the area mentioned hereinabove, 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.

8. In addition to the total consideration mentioned hereinabove, the Purchaser/s shall be liable to pay VAT (Value Added Tax) and Service Tax, L B T (Local Bodies Tax), GST (Goods and Service Tax) or any other similar taxes which may be payable on this Agreement in accordance with the rules, regulations and notifications applicable at the relevant time. The Purchaser/s agrees that they have fully understood and are satisfied that while determining the sale consideration, the Promoters have already considered the amount of Input Tax credit available to the Promoters and the benefit of GST credit has already been passed to the purchaser/s

by way of reduction in sale consideration. In case, if there is any increase in the chargeable rates for the above taxes then all such additional charges shall also be payable by the Purchaser/s as and when demanded by the Promoters. The Purchasers further do hereby agree and undertake to bear, pay and duly discharge the entire statutory liabilities as and when becoming payable under any Act, ordinance, notification, bill and order or otherwise howsoever by the State / Central Government or any other concerned authorities in connection with the transaction envisaged under these presents. The said statutory liabilities shall not be limited to the Value Added Tax, Service Tax, Works Contracts Tax but shall include all other duties, assessments, tariffs, levies, taxes, compulsory contributions and amounts which may be payable to the Government exchequer and demanded under whatever name called by the concerned Authorities. The Purchasers further agree that if the said statutory liabilities are demanded from the Promoters, then in happening of the said event, the Purchasers shall forthwith pay the same to the Promoters so as to enable the Promoters to pay the same to the State / Central Government (or the concerned authority) or reimburse the same to the Promoters (as the case may be) or alternatively shall directly pay to the State / Central Government (or the concerned authority) under written advice to the Promoters and handover to them the challan and proof of having made such payments without any dispute or delay. The Purchasers hereby fully indemnify and undertake to keep the Promoters fully indemnified of from and against any fine, penalty, damages, liability, demand, interests, detriments, disrepute, actions, suit and all other consequences which may be raised, imposed upon or incurred / sustained / suffered by or filed against the Promoters due to breach / default on part of the Purchasers of the provisions of this clause. If any of the statutory liabilities are payable on the consideration then the installments thereof stipulated in clause hereinabove written shall per se stand augmented to the extent of the value of the statutory liabilities

9. The Purchaser hereby agrees, declares and confirms 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. 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. In case if there is any additional TDS required to be deducted (in addition to the TDS already deducted), then the Purchasers 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.

10. Both the parties hereby agree with each other that timely payment of all the above installments and every other amount payable by the Purchasers under these presents to the Promoters shall be the essence of this contract. If the Purchasers commit default in making timely payment within 10 (ten) days from the receipt of above referred demand notice in writing then the Purchasers shall within next 30 days be entitled to pay the demanded amount with amount of interest calculated at the rate as prescribed by RERA per annum calculated for the period commencing from the expiry of the said demand notice period of 10 days and upto the date on which the sum demanded in the said demand notice is actually realized by the Promoters along with amount of interest. It is furthermore agreed that should the Purchasers fail and or neglect to pay the outstanding amount even at the expiry of the said 30th day then the Promoters shall be entitled to give 15 days termination notice to the Purchasers. In spite of this if the Purchasers prefer to remain in default at the expiry of the period of 15 days stipulated in the termination-notice then in happening of the said event (i) this Agreement shall stand cancelled, (ii) sum of Rs. 2,00,000/-, being the booking amount, shall stand forfeited, (iii) the Promoters shall become entitled to sell the said Premises in open market to a prospective buyer of their choice, at or for such sale price and upon such terms and conditions as the Promoters in their sole and absolute discretion may deem fit and proper, (iv) the Promoters shall from and out of the sale proceeds realized from the said prospective buyer pay back without interest to the Purchasers the amount (if at all any and 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,) which may have after having deducted the said sum of Rs. 2,00,000/- remained surplus as and by way of part payment of sale price, (v) the Purchasers shall not be entitled to raise any objection or dispute in respect of all these aforesaid and (vi) Upon the said surplus amount (if at all any) is received back by the Purchasers neither party shall have any claim on the other. In view of the aforesaid it is further agreed by the Purchasers that the Promoters shall have first and paramount charge over the said Premises more particularly described in the Second Schedule hereunder written in respect of any outstanding installment and unpaid amount payable by the Purchasers to the Promoters under these presents.

11. It is agreed by the Purchaser/s that till 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 will not / they shall not claim any right, title, interest or possession in, of, over and upon the said Premises and the Purchaser/s is / are aware that ultimately the Promoters herein, in its sole and absolute discretion,

shall execute Deed of Conveyance in favour of the confederation formed and as defined in clause 20 herein after.

12. The Purchaser/s further agree with the Promoters that they shall bear and pay such amounts as may be determined and demanded by the Promoters by way of their proportionate share of Property tax, water tax and every other municipal taxes/ charges as well as all other outgoings in respect of the said Premises either on and from the date on which the notice period stipulated in it calling upon the Purchaser/s to take possession expires or from the date of delivery of the actual possession of the said Premises to the Purchaser/s whichever event as the case may be occurs first. The Purchaser/s shall regularly bear and pay their proportionate share of statutory charges as may be applicable from time to time, land revenue, water charges, power consumption charges in respect of common areas and amenities, insurance, repairs and salaries of clerks, bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the day to day affairs, the management and maintenance of said Property and the common amenities to be provided thereon.

13. The Purchaser/s shall be liable to pay to the Promoters their proportionate outgoings, maintenance charges in respect of the said premises with effect from the date of obtaining the Occupancy Certificate regardless of the fact that the Purchasers are not in possession of the said Premises. Under the circumstance, the Purchasers hereby agree and undertake to pay to the Promoters in respect of the said premises their proportionate outgoings, maintenance charges without any delay or objection.

14. It is furthermore agreed that if any modification, addition, demolition, variation, construction or alteration is required to be made by the Panvel Municipal Corporation or any other concerned authority due to change in the prevalent building byelaws or on account of change in policy, then the same shall be carried out and complied with by the Purchasers at their own costs and expenses and the Promoters shall neither contribute any amount nor shall they be anywise liable or responsible for the same.

15. 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 all the amenities, facilities, infrastructure shall be utilized jointly by all the Purchasers from the Building in common. 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.

16. The Promoters shall provide the amenities and facilities as per the List of Amenities annexed hereto and marked **ANNEXURE “G”**.

17. It is agreed by and between the parties hereto that if Promoters give consent to the Purchasers to create mortgage over the said Premises in favour of any bank or Financial Institution [mortgagee] for enabling the Purchasers to make payment to the Promoters towards the sale price of the said Premises then notwithstanding anything to the contrary stated elsewhere in these presents or any other agreement, mortgage deed or writing which may have been executed by and between the Purchasers and the said mortgagee, the Promoters shall always have first and paramount charge / lien over the said Premises in respect of any amount receivable by the Promoters from the Purchasers under these presents be it towards and by way of balance / part / full consideration and / or interest amount and / or any other amount and further that save and except the said Premises the said mortgagee shall not have any right, charge, claim or lien on any other portion of the said Property.

18. The Purchasers shall, before entering upon the said Premises, pay to the Promoters the following amounts and deposits [hereinafter referred to as “**the Administrative Deposit**”]:

- a. Rs. 35,000/- for 1. Expenses and charges towards formation and registration of society and Ultimate Organization, 2. share money, application entrance fees of the society, 3. Expenses, charges and Deposits paid / payable towards Permanent Water Meter connection, Drainage connection charges, Electricity connection, installation of Electric Meter, MSEB service charges, cable charges and transformer charges.
- b. The Purchaser/s, at the time of taking possession, agrees and binds himself / herself / themselves to pay to the Promoters in advance Rs. 21,000/- (Rupees Twenty One Thousand Only), being the deposit towards maintenance charges in advance and afterwards pay to the Promoters on demand regularly maintenance charges until the Deed of Conveyance of the said property with Building or Buildings is executed. The Service Tax / VAT / GST (If any) applicable shall be paid additionally on the said advance maintenance charges payable to the Promoters. Further, until the Society is formed and the accounts in respect of the Administrative Deposits as well as the administrative charge of the said Building are handed over to the same, the Purchasers shall pay to the Promoters on demand regularly maintenance charges upon receipt of the intimation for such payment (as applicable to the Purchaser/s herein) by way of their proportionate share of outgoings determined by the Promoters in their sole and absolute discretion. The Promoters shall keep the account of the maintenance charges till the society or other organization is formed and afterwards hand over the same to the promoters of the society. The

Purchasers further agree that upon exact determination of their proportionate share of outgoings the Purchasers shall continue to pay the same in advance the exact amount thereof together with the deficit amount (if at all any) if the amounts collected by the Promoters on ad-hoc basis is less than the actual value there.

c. It is further agreed that the aforesaid Administrative Deposit shall not carry any interest and shall remain with the Promoters until administrative charge and accounts are handed over by the Promoters to the Society / Ultimate Organization which is to be formed by the Purchasers and all the remaining buyers of the premises comprised in the said Building for maintaining the common areas and amenities provided thereon and the said Property.

Rs.56,000/- TOTAL AMOUNT

The GST applicable shall be paid additionally on the said Administrative charges payable to the Promoters.

The Promoters shall maintain a separate account in respect of the administrative Deposits received from the Purchaser/s and other buyers of the premises comprised in the said Building in the Project called 'JINDAL RESIDENCY' ' and the amounts spent by them.

19. The Purchaser/s / Allottee/s authorize 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 its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoters to adjust his payments in any manner.

20. 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 of the Purchasers of the tenements in 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. The Purchaser is aware that the Promoter shall at its sole discretion form separate society for each Building or each wing or each Building upon within the time limit prescribed under law. The promoter shall also form confederation of all societies. The Promoter shall convey the Building or each Wing in favour of the Society so formed within the time frame provided under law. Upon completion of construction of the entire layout i.e. all amenities and infrastructure etc the Promoter shall convey the said Property in favour of confederation (herein after referred to as "Ultimate Organization") within time limit prescribed hereunder. The Purchasers shall also bear and pay all such proportionate

amounts as shall be required to be expended by way of the stamp duty, registration charges, out of pocket expenses in respect of the Deed of Conveyance and or any other documents / writings of the said Property and the building which may be required to be executed in pursuance of this Agreement in favour of the Ultimate Organization and / or the said Society or otherwise for any other reason whatsoever.

21. The Promoters have also provided parking space on the ground which has been approved by Panvel Municipal Corporation/ other relevant authorities / other relevant authorities. In this regard, as required by Panvel Municipal Corporation / other relevant authorities, the Promoters have categorically informed the Purchaser/s & the Purchaser/s has / have noted the following:

- a. The Purchaser/s shall not enclose or encroach on the compound / common area that is being provided to the Society or the body of premises purchasers. This area being left as open and the same shall remain open as approved. and the Purchaser/s hereby further undertake that these compound / common area shall not be enclosed / covered / encroached at any later stage failing which the authorities are liable to take legal action against the Purchaser/s and the Society.
- b. The Purchaser/s hereby agree/s, declare/s and confirm/s that neither the Purchaser/s nor any other person or party claiming through the Purchaser/s shall merge the W.S., Cupboard, projected Terraces within the said premises in any manner whatsoever nor the Purchaser/s shall encroach upon the Staircase, Lift Lobbies in any manner whatsoever.
- c. The Purchaser/s hereby further undertake/s that at the point of time when Deed of Conveyance is being prepared, the Purchaser/s shall add the above mentioned conditions in the Conveyance.
- d. This clause shall be binding on the entire Society or the body of premises purchasers that shall be formed and its members.

22. The Purchaser/s admit/s having taken inspection of all the documents required to be given by the Promoters under the provisions of the RERA and hereby agree and confirm 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 have given prior written consent to the Promoters as required under the said Act. However, with the 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) 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.

(b) The Promoters shall be entitled to merge the said property with the adjoining plot if at all so agreed by the adjoining plot holder or sub divide the said property. However they are required to obtain the revised permission from the concerned authority.

(c) The Promoters hereby declares that no part of the said Floor Space Index has been utilized by the Promoters elsewhere for any purpose whatsoever. The Promoters shall be entitled to consume the entire F.S.I as may be available in respect of the said property or any part thereof at present or in future by constructing additional floors / Wings on the said property as the Promoters shall think fit and proper.

In case while developing the said property, the Promoters have utilized any Floor Space Index of any other land or property by way of floating Floor Space Index or otherwise howsoever, then the particulars of such Floor Space Index shall be disclosed by the Promoters to the Purchaser/s.

(d) The Promoters have informed the Purchaser/s and the Purchaser/s is / are aware that the Promoters will develop the said property by constructing Building/s to be used for Residential purpose and as per the sanctioned plans/or to be sanctioned as per submitted layout, 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. The Promoters have initiated with the construction of Building.

(e) 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.

(f) The Purchaser/s herein and all other Purchasers of the premises in the said Building/s/ Complex shall not have any right, title, claim or interest in respect of the open spaces, open areas, hoardings, Common Amenities and common area of the buildings including the garden areas and that the rights of the Purchaser/s is confined to the said Premises so purchased by this Agreement only & such areas shall belong to Promoters until execution of the final Deed of Conveyance in respect of the said property in favour of the Ultimate Organisation caused to be formed by the Promoters & thereafter the same shall belong to such body alone. The Promoters have informed the Purchaser/s and the Purchaser/s is / are aware that the Promoters shall exhibit/ install / display the brand name logo of Promoters either in neon sign or by way of bill board or in any other form either on the top of the terrace of any / all the buildings and at such other conspicuous part of the said Project for which no permission / consent / no objection certificate of the flat / Shop

Purchaser/s or any person or party shall be required by the Promoters provided however, the necessary cost of installation and electricity bill for the said branding logo shall be borne and paid by the Promoters alone and either Promoters or their servant, agents, maintenance staff shall have unrestricted and unconditional access to the said installation for the purpose of maintenance, upkeep and replacement thereof from time to time as shall be required by the Promoters from time to time.

(g) In case the Promoters opt to have a condominium formed and submit the Project to the provisions of the RERA, the percentage of undivided interest of the Purchaser/s in the common areas & 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.

(h) The Purchaser/s hereby agrees and undertakes to execute / deliver letter of consent accordingly their consent, without raising any objection or requisition.

(i) Irrespective of possession of the said premises being given to the Purchaser/s or not, the right under this clause and / or agreement reserved for the Promoters to exploit the potentiality of the said property, shall be subsisting & shall continue to vest in the Promoters till the Deed of Conveyance is executed in favour of the Ultimate Organisation that shall be formed, reserving therein any such right in the said property in their favour as may be outstanding at the time of execution of such Deed of Conveyance in favour of the Ultimate Organisation that shall be formed.

23. The Purchaser/s herein doth hereby agree/s and give their irrevocable consent that the Promoters shall have right to make additions, alterations, amendments & changes in the building plans and / or to the said Building/s / Complex 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/s / Complex or open part or parts of the said Building/s / Complex / Plot including the Terrace at anytime & such rights shall include the right to use / consume F.S.I. or additional F.S.I or global FSI which may become available in respect of the said property or to make such amendments alterations in the revised sanctioned plan as may be permitted by Panvel Municipal Corporation and / or any other authorities and such additions of additional structures or floors or storey or Premises shall be the sole and absolute Property of the Promoters who shall be fully entitled to sell, deal with and dispose off the same to any person/s. Provided that the Promoters shall have to obtain prior consent in writing of the Purchaser/s in respect of variations or

modifications which may adversely affect the said premises of the Purchaser/s except any alteration or addition required by any Government authorities or due change in law.

24. 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 permitted and sanctioned user of the premises.

25. Notwithstanding anything to the contrary contained elsewhere in these presents it is expressly further agreed by and between the parties hereto that as long as each premises is not separately assessed by Panvel Municipal Corporation, the Promoters shall have full right to allocate, demand and recover from time to time from the Purchasers and the Purchasers shall be under corresponding obligation to pay to the Promoters as and by way of their proportionate share, contribution and outgoings in respect of the said Premises, such amounts as the Promoters, may in their sole and absolute discretion shall decide and the Purchasers hereby expressly agree and undertake to duly bear and pay the same from time to time as and when demanded without any delay, default or dispute of any kind.

26. The Promoters shall maintain a separate account in respect of the administrative Deposits received from the Purchaser/s and other buyers of the premises comprised in the said Building in the Project called 'JINDAL RESIDENCY' and the amounts spent by them.

27. It is further agreed that the aforesaid Administrative Deposit shall not carry any interest and shall remain with the Promoters until administrative charge and accounts are handed over by the Promoters to the Society which is to be formed by the Purchasers and all the remaining buyers of the premises comprised in the said Building for maintaining the common areas and amenities provided thereon and the said Property.

28. The Purchasers for themselves and with intent to bind all persons and parties in whosoever hands the said Premises may come hereby expressly agree, declare and covenant with the Promoters as follows:

- a) To pay to the Promoters such amounts as shall be required to pay to Panvel Municipal Corporation / 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 Panvel Municipal Corporation / other concerned authority in this regard.

b) Not to bring, keep or store (or cause to be so done) in the said Premises or any other part of the said building or on any part of the Larger Plot more specifically on the said property any hazardous, combustible, explosive, obnoxious, inflammable or dangerous substance, article, goods or things in the manner such that the bringing, keeping or storing thereof is infringement of any relevant law or is otherwise perilous to the safety of the said building and / or its occupants or injurious to the health of its occupants or not to do any illegal activity at the said premises / property.

c) To maintain the said Premises at the cost of the Purchasers from the date of possession in tenantable repair and in good condition, state and order (the natural wear and tear excluded) by promptly carrying out from time to time as and when required at the Purchasers' own costs all internal repairs to the said Premises.

d) To maintain in good condition, proper order and functional state all the internal walls, partitions, beams, columns, load bearing walls, members, structures, flooring, water closet, bathrooms, lofts, ventilations, windows, doors, wires, cables, fittings, fixtures, installations, drainage, sanitary soil and sewerage pipes, supply lines of water, electricity and cooking gas etc. in the said Premises;

e) To keep within the said Premises the sanitary, sewerage, drainage and plumbing systems in good state of repairs and proper serviceable operative functional conditions and if and when required, to promptly make good any stoppage or leakage in the said systems or any of them.

f) Not to deposit or throw in the sinks, basins, toilet bowls, traps soil pipes, drainage / sanitary / sewerage pipes and other such conveniences anything which can lead to stoppage or leakage in the same or any of them serving the said building.

g) Not to construct, demolish or otherwise effect any addition, modification, changes in the said Premises or any part thereof otherwise than those permitted by the Panvel Municipal Corporation (or any other concerned authority) and the said Ultimate Organization.

h) Not to decorate or alter the exterior of the said Premises affecting the elevation or external structure or stability of the said building.

i) Not to store any building materials or debris in the common passage.

j) Not to erect any construction or store or keep any articles, goods, materials and things of whatsoever type and kind in the common entrance, areas, passage, gate, staircase, open space landings, lobbies, common areas and not to otherwise create any obstruction or nuisance to

the other buyers of the other premises comprised in the proposed building.

k) Not to damage or demolish [or cause so to be done] the said Premises or any part thereof including its slab, column, beams, such other structural members, load bearing wall / member or any of them or any part thereof.

l) Not to litter, throw out or deposit (or permit to be done) empty bottles, tins, cartons, papers, china glass / ceramic earthenware, offal, dirt, rags, garbage, drags, debris, rubbish, trash, junk, refuse and other waste anywhere otherwise than in the containers and / or at the place provided there-for.

m) Not to carry (or cause to be carried) such heavy packages, articles, goods and things in lifts or through the staircases, common passages or areas which may or likely to damage the same and if on account of a default or negligence on part of the Purchasers any damage is caused to the lift, staircase, common passages and areas, then the same shall be made good by the Purchasers at their own risk, costs and expenses and they shall also be liable for all the consequences arising there-from.

n) Not to do or permit to be done any act or thing which may render void or voidable any insurance policy taken by the Ultimate Organization in respect of the said Properties.

o) Not to do or suffer to be done anything in or upon the said Premises, the said building and the said property which is contrary to any rules, regulations and bye laws of the Panvel Municipal Corporation or any other concerned authority or local body which may be in force at the relevant point of time.

p) To bear, pay and contribute from time to time the proportionate amount towards the assessments, capitations, charges, dues, duties, impositions, tariffs, tolls, taxes, N. A. Taxes, ratable taxes, Plot taxes, revenues, VAT, Service tax, GST, cesses, levies, rents, rates, betterment charges, outgoings, common expenses as well as any other additional burdens, which are now charged or which may be hereafter increased or subsequently imposed upon by Panvel Municipal Corporation or Local Body or Concerned Authorities or the State / Central Government in respect of the said Properties.

q) To use and permit to be used, the said Premises only for the purposes, for which they are agreed to be acquired, under these presents and not to change the user thereof, without prior written permissions of the Promoters or the Ultimate Organization and only with the prior

permission of the Panvel Municipal Corporation, if and when obtainment thereof, is obligatory;

r) To install window / split air-conditioners or the cooling units only at such places as may have been prescribed there-for;

s) To lay or install only at the places permitted there-for by the Ultimate Organization electrical, telecom wires, T.V. cables, conduits etc. and not to lay the same over the exterior of the said building or in the common areas, passages, staircases thereof.

29. The Purchasers shall not decorate the exterior of the said Premises in the manner other than decided by the Promoters and or shall not make any alterations without the written permission of the Promoters.

30. 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 thereunder 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 part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoters accept no responsibility in this regard. 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 apartment applied for herein in any way and the Promoters shall be issuing the payment receipts in favour of the Purchaser/s / Allottee/s only.

31. Nothing contained in this Agreement shall be construed by the Purchaser/s as a grant, demise or assignment in law of the said Premises (or any part thereof). Save and except right to acquire the said premises, the Purchasers shall have no claim against the Promoters or on any other part of the said property under these presents. Under the circumstances, all common areas, open spaces, common terraces, lobbies, staircases and recreation areas or any of them or the common amenities, facilities and utilities to be provided thereon and the same shall continue to be owned and possessed by the Promoters till the requisite Deed of Conveyance is executed by the Promoters herein in favour of the Ultimate Organization and thereafter the same shall be owned by the Ultimate Organization.

32. The Promoters shall not be liable to pay any maintenance or common expenses in respect of the unsold Flats / Car parking in the said Building. The Promoters shall however, bear and pay the Municipal taxes and dues of the Corporation for the same. The Purchasers shall ensure that the Society admits the Promoters as its members in respect of the unsold premises and units. The Promoters shall not be required to pay the Administrative Deposits stipulated in the Clause herein above to the Society/ Ultimate Organization. Further, as and when the Promoters sell any of the unsold premises and units the Purchasers shall ensure that the Society/ Ultimate Organization enrolls the buyers thereof as its members without demanding any amount whatsoever other than statutory amounts such as application fee, entrance fees, share capital etc.

33. The Purchasers shall not, without prior written consent of the Promoters, sell, transfer, assign, give on leave and license or otherwise alienate the said Premises or part with possession thereof (or any part thereof) or their right, interest and benefits under this Agreement and the Promoters shall not give the said consent unless the Purchasers have paid the entire consideration under these presents and have observed the terms and conditions contained herein and to be performed, observed and complied with on their part.

34. The Purchasers shall not be entitled to demand partition of the said Premises nor shall the Purchasers make any alterations in the said premises, without the written permission of the Promoters.

35. The Purchasers shall co-operate with remaining premises / unit holders and shall become member of the Society at the cost and expenses of the Purchasers. Further the Purchasers shall as and when called upon by the Promoters to do so become member of the Society to be constituted by all the buyers [the Purchasers included] of all the Premises and units comprised in the said building. Furthermore, for the purpose aforesaid the Purchasers shall within 7 (seven) working days from

the day on which the necessary applications, prescribed forms, documents, deeds, undertakings, declarations, indemnities by laws other papers and writings (hereinafter referred to as '**the said Applications**') are forwarded by the Promoters to the Purchasers, they shall sign and execute the same from time to time as and when required by the Promoters / concerned authority and submit back to the Promoters . Furthermore the Purchasers hereby agree that the Promoters shall be entitled to make such changes as are required to be made in the Articles of Association and Memorandum, Declaration, bye-laws etc. by the Promoters and / or the concerned authority in respect of formation / incorporation of the Ultimate Organization.

36. It is agreed that the said Project shall always be known as "JINDAL RESIDENCY" and its name shall not be changed without prior written permission of the Promoters.

37. The Purchasers has / have agreed declared & confirmed with the Promoters that the Purchaser/s shall agree / adhered to following:-

a. Having regard to the elevation of the Buildings in the said Project, the Purchaser/s shall fix identical grills and the Air Conditioner in the places that are predetermined by the Promoters that shall be approved by the Promoters. The Purchaser/s shall affix the external grill 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 interalia 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, 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.

d. The Purchaser/s shall not store any of their materials, belongings, and stocks in the open passage.

e. 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.

f. The work within the said premises / said property shall be permitted only between 9 a.m. to 5 p.m. strictly.

g. Before the Purchaser/s commence the work of interior decoration in their respective premises, they shall give full details of the proposed interior work to be carried out in their premises together with all the drawings and other details. The Purchaser/s shall also deposit with the Promoters such amount as refundable interest-free deposit as the Promoters may demand to ensure that no damage is caused to the other open areas and to the structure of the said Building/s/ Complex while carrying out such interior work. All damages to the said Building/s/ Complex shall be recovered from such deposits and if additional amounts are to be recovered to cover the damage caused, the Purchaser/s hereby agree to pay the said additional amounts promptly upon the demand being made by the Promoters.

38. It is agreed that if Floor Space Index is not consumed in full in the construction of the said Building/s & before the transfer of the said property to such Ultimate Organisation if any further F.S.I / TDR or construction on the said property is allowed in accordance with the rules & regulations of Panvel Municipal Corporation or Local Body or concerned Authorities, then the Promoters will be entitled to put up such additional or other construction on the said property without any let or objection or hindrance by the Purchaser/s and also to sell the same on ownership basis upon such terms & condition at their sole discretion / direction as also to receive & appropriate the price in respect thereof. It is, however, agreed by the Promoters that they shall construct such additional or other structure/s on the said property without adversely affecting the area of the said premises hereby agreed to be allotted / sold to the Purchaser/s & the Purchaser/s doth hereby give his / her / their irrevocable consent to such construction by the Promoters & for the said purposes, to make such alterations / changes in the plans shown to the Purchaser/s.

39 a) **Schedule for possession of the said premises:** The Promoters agree and understand that timely delivery of possession of the said premises is the essence of the Agreement. The Promoters, based on receiving timely approved plans and

specifications from the concerned authorities, agrees to hand over possession of the said premises on or before 31st December, 2022, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate Project ("**Force Majeure**"). If, however, the completion of the said Building is delayed due to the Force Majeure conditions then the Purchaser/s / Allottee/s agree/s that the Promoters shall be entitled to the extension of time for delivery of possession of the said premises, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser/s / Allottee/s agrees and confirms that, in the event it becomes impossible for the Promoters to implement the said Building /project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoters shall refund to the Purchaser/s / Allottee/s the entire amount received by the Promoters from the allotment within 45 days from that date. After refund of the money paid by the Purchaser/s / Allottee/s, Purchaser/s / Allottee/s agrees that he/ she shall not have any rights, claims etc. against the Promoters and that the Promoters shall be released and discharged from all its obligations and liabilities under this Agreement.

39 b) **Procedure for taking possession** - The Promoters, upon obtaining the Part / Full Occupancy Certificate from the competent Authority, shall offer in writing, the possession of the said premises to the Purchaser/s / Allottee/s in terms of this Agreement to be taken within 7 days from the date of issue of such notice/letter and the Promoters shall give possession of the said premises to the Purchaser/s / Allottee/s. The Purchaser/s / Allottee/s agree(s) to pay the maintenance charges as determined by the Promoters/Association of Purchaser/s / Allottee/s, as the case may be. The Promoters shall offer the possession to the Purchaser/s / Allottee/s in writing within 15 days of receiving the Part / Full Occupancy Certificate of the said Building.

39 c) **Cancellation by Purchaser/s / Allottee/s** – The Purchaser/s / Allottee/s shall have the right to cancel/withdraw his/her/their allotment in the said Building in the Project as provided in the Act: Provided that where the Purchaser/s / Allottee/s proposes to cancel/withdraw from the Project, the Promoters herein are entitled to forfeit the booking amount of Rs 2,00,000/- (Rupees Two Lacs Only) paid 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.

39 d) 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 fails to make payments for consecutive demands made by the Promoters as per the Payment Schedule annexed hereto, despite having been issued notice in that regard the Purchaser/s / Allottee/s shall be liable to pay interest to the Promoters on the unpaid amount at the rate specified in the Rules.

(ii) In case of Default by Purchaser/s / Allottee/s under the condition listed above continues for a period beyond 1 month after notice from the Promoters in this regard, the Promoters shall cancel the allotment of the said premises in favour of the Purchaser/s / Allottee/s and 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 Promoters shall refund the amount money paid to him by the Purchaser/s / Allottee/s without any interest after deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

(iii) Time is of essence for the Promoter as well as the Purchaser/s / Allottees. The Promoters shall abide by the time schedule for completing the said Building and handing over the said premises to 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 instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in the Payment Schedule annexed hereto as **Annexure "H"**.

40. Subject to what is stated hereinabove, if the Promoters commit inordinate delay in giving possession of the said premises to the Purchaser/s on or before the agreed date without any justification then and in that event the Purchaser/s shall be entitled to terminate this Agreement by executing and registering the necessary Cancellation Deed with the Promoters. The Promoters shall, 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, be liable to refund to the Purchaser/s the entire amount as the Purchaser/s may have paid to the Promoters together with interest at such rate as prescribed under law. The VAT / Service Tax / GST / Stamp Duty and the Registration Charges paid by the Purchaser/s shall not be included in the total consideration payable by the Purchaser/s to the Promoters herein.

41. The Purchaser/s shall, within 7 days of the receipt of the written notice by them from the Promoters stating that the said premises is / are ready for use and occupation, pay the entire pending consideration and take possession of the said premises.

42. The Purchaser/s shall be entitled to receive possession of the said premises if the Purchaser/s have duly observed and performed all the obligations and stipulations contained in this Agreement and the Purchaser/s shall observe, perform and also pay to the Promoters all the amounts and whatsoever amounts payable by the said Purchaser/s to the Promoters under this Agreement & not otherwise. Provided however till such time as the Purchaser/s does 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 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.

43. Upon the possession of the said premises being delivered to the Purchaser/s, the Purchaser/s shall be entitled to the use and occupation of the said premises.

44. The Purchaser/s shall, after the expiry of a period of 7 days after the receipt of the notice from the Promoters that the said premises is ready for use and occupation, be liable to bear and pay all taxes, ground rents and charges for electricity and other services and maintenance, outgoings payable in respect of the said premises, as provided herein irrespective of the fact whether he / she / they have taken possession of the premises from the Promoters or not. The obligation of the Purchaser/s to take the physical possession of the said premises shall be completed immediately upon Panvel Municipal Corporation / Concerned authority granting the Occupation Certificate for the said Building. The Purchaser/s of the premises shall alone be liable to pay the additional ground rent, N. A. Taxes if any levied by the Panvel Municipal Corporation, Gram Panchayat / any other competent authority in respect of the said premises and accordingly 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 (and Property tax). The determination by the Promoters or the Society as the case may be of the ground rent payable by the Purchaser/s of the said premises shall be accepted as final and binding upon the Purchaser/s.

45. The Purchasers hereby covenant with the Promoters that after obtaining Occupation Certificate they shall at their costs be liable to keep the said Premises and its beams, columns, load bearing members, partition walls, sewers, drains, pipes and appurtenances thereto in good conditions and tenantable repair. The Purchasers shall also abide by all bye-laws, rules and regulations of the Ultimate Organization, the State / Central Government, Panvel Municipal Corporation, Power Provider Company, concerned local body planning authority or any other concerned Authorities relating to the use, occupation, possession, enjoyment and disposal of

the said Premises. The Purchasers hereby agree, admit and declare that they shall promptly remedy the breach which may be committed by them.

46. The Promoters have informed the Purchaser and the Purchaser is/are aware that the Promoters are desirous of taking the benefit of the provisions of Section 80 (I) (B) of the Income Tax Act, 1961 and accordingly the Promoters have prepared the building plans in respect of the said premises to be constructed on the said property in accordance with the provisions of the said section 80 (I) (B). The promoters have further informed the Purchasers and the purchasers hereby agree, declare, confirm and undertake not to amalgamate or join the adjoining flats in any manner which shall contravene the provisions of the above section 80 (I) (B). Any breach on the part of the purchasers relating to this clause shall be treated as a material breach for which the purchaser alone shall be liable and responsible.

47. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS: The Promoters hereby represent and warrant to the Purchaser/s / Allottee/s as follows:

- (i) The Promoters have absolute, clear and marketable title with respect to the said property; the requisite rights to carry out development upon the said property and absolute, actual, physical and legal possession of the said property 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 property or the said Building or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said property, said Building, Project or the said premises;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said property 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 property, Building and said premises and common areas;
- (vi) The Promoters have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s / 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 property, including the said Building /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 is 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 property 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 Property;

(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 property) has been received by or served upon the Promoters in respect of the said property and/or the Project.

48. After the Promoters execute this Agreement, the Promoters shall not mortgage or create a charge on the premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s / Allottee/s who has taken or agreed to take such [premises/Plot/Building].

49. 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 handing over possession, it shall be the duty of the Promoters to rectify such defects without further charge as provided under law.

50. The Promoters / maintenance Agency /Association of Purchaser/s / Allottee/s shall have rights of unrestricted access of all Common Areas, garages/closed parkings and parking spaces for providing necessary maintenance services and the Purchaser/s / Allottee/s agree/s to permit the Promoters / Association of Purchaser/s / Allottees 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.

51. The Purchasers hereby agree that upon execution of the required Deed of Conveyance or such other assurance by the Promoters in favour of the Ultimate Organization and subject to the Ultimate Organization complying with all its liabilities and responsibilities, the rights of the said Purchaser/s to own, use, possess, enjoy and dispose of the said Premises will be recognized and regulated by the provisions

of the law governing the said Ultimate Organization and the rules and regulations framed thereunder as well as by the byelaws of the said Ultimate Organization.

52. The Basement(s) and service areas, if any, as located within the said Project "JINDAL RESIDENCY", shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Purchaser/s / Allottee/s shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, 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.

53. It is hereby expressly agreed by and between the parties hereto that as and when called upon to do so by the Promoters, the Purchaser/s in co-operation with other buyers and acquirers of the premises and units comprised in the said building shall through the Ultimate Organization takeover the Administrative Charge of the said Property together with the accounts of the Administrative Deposits, vouchers, bills etc. It is expressly furthermore agreed that failure on part of the Ultimate Organization to do so shall per se absolutely acquit, release and discharge the Promoters of and from their obligation to manage affairs of the said Building /s, the said Project and the common amenities and facilities provided therein and on the said Property.

54. In the event of the Deed of Conveyance being executed in favour of the Ultimate Organization and / or the said Society before the sale and disposal of unsold premises and units of the Promoters, then powers and authority of the Ultimate Organization shall be subject to the overall control of the Promoters in connection with all such matters, acts, deeds and things relating / pertaining or touching to the unsold premises and units of the Promoters and the parking spaces attached thereto. The Purchasers shall ensure that the Ultimate Organization enrolls the Promoters as its member with regard to the unsold premises and units and the un-reserved parking spaces retained by them without requiring to pay any amount other than the statutory taxes thereon (if any) required to be made under the law. The Ultimate Organization shall not be entitled to demand from the Promoters or their transferees any amount by way of transfer fees or donation or premium or otherwise under any other head whatsoever in respect of the transfer of an unsold premises and units. AND further that the Purchasers shall also ensure that the buyers of such unsold premises and units are forthwith enrolled as the members of the Ultimate Organization without paying transfer fees, donation, premium or any other amount whatsoever.

55. The Advocate / Solicitor of the Promoters shall either settle or prepare the Deed of Conveyance and all other necessary documents to be executed in pursuance of this Agreement of the said property and the building(s) and which shall also include the bye-laws in connection with the formation, registration and / or incorporation of the Ultimate Organization and the Society. The Purchasers as well as all the remaining buyers of other premises and units comprised in the said building being constructed on the said property shall proportionately bear and pay all costs, charges and expenses of and including Stamp Duty, Registration Charges and all other expenses including of whatsoever nature in connection with the Deed of Conveyance and all other documents, their duplicate copies and other assurances, if any, of the said property and the building(s).

56. The Purchasers shall, within four months from the date of execution hereof, lodge at their costs this Agreement for registration with the concerned Sub-Registrar of Assurances at mutually agreed time and date whereupon both the parties hereto shall remain present before the concerned Sub-Registrar of Assurances and shall admit the execution of this Agreement within the time limit prescribed in that behalf under the Indian Registration Act, 1908.

57 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:-

Name: _____

Address: _____

57 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 and shall cause the Promoters to rectify their records by recording the new addresses. In case if the Purchaser/s fail/s to provide the Promoters his / her / their new 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.

58. The Agreement shall always be subject to the provisions contained in the relevant sections of the Real Estate (Regulation And Development) Act, 2016 and the rules framed thereunder and which are for the time being in force.

59. Any delay tolerated or indulgence shown by the Promoters in enforcing any of the terms and conditions of this Agreement or any forbearance or giving of time to the Purchasers by the Promoters shall not be construed as waiver on the part of the Promoters in respect of any subsequent breach (if at all any) on part of the Purchasers of non-performance, non-observance or non-compliance of any such obligations, covenants, terms and conditions as are contained herein and to be performed, observed and complied with on part of the Purchasers and further that the delay tolerated or forbearance or indulgence shown or giving of time on part of the Promoters shall not anyway prejudice the rights of the Promoters under these presents or under the law.

60. It is understood that at present, save and except the premium amount payable to the Panvel Municipal Corporation, no statutory payment / permission is required to be made / obtained or any compliance is required to be effected in respect of execution of the necessary Deed of Conveyance of the said property by the Promoters herein in favour of the Ultimate Organization and or the said Society. However hereafter if the same is required to be obtained / complied with under any Central or State Government Legislation and / or any rules framed thereunder and / or under any other order, notifications or ordinance whatsoever and by whatever name called then the same shall be complied with by the Ultimate Organization at its entire cost and expenses in consultation and in cooperation with the Promoters.

61. **GENERAL COMPLIANCE WITH RESPECT TO THE SAID PREMISES:**
Subject to Clause above, 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 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 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 therein or Common Areas. The Allottees 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 / Allottees and/or maintenance agency appointed by Association of Purchaser/s / Allottees. The Purchaser/s / Allottee/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

62. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PURCHASER/S / ALLOTTEE/S: The Purchaser/s / Allottee/s is 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 own cost.

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

64. RIGHT TO AMEND: This Agreement may only be amended through written consent of the parties.

65. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER/S / ALLOTTEE/S / SUBSEQUENT ALLOTTEES: 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 / Allottees of the said premises, in case of a transfer, as the said obligations go along with the said premises for all intents and purposes.

66. 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 / Allottees.

(b) Failure on the part of the Promoters to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

67. **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 thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

68. **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 to make any payment, in common with other Purchaser/s / Allottee/s(s) in Project, the same shall be the proportion which the carpet area of the said premises bears to the total carpet area of all the [Apartments/ plots] in the Project.

69. **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(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 30(thirty) 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 shall be returned to the Purchaser/s / Allottee/s without any interest or compensation whatsoever.

70. 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.

71. JOINT ALLOTTEES:

That in case there are Joint Allottees 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 which shall for all intents and purposes to consider as properly served on all the Allottees.

72. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoters' Office, or at some other place, which may be mutually agreed between the Promoters and the Purchaser/s / Allottee/s, in Navi Mumbai or Panvel after the Agreement is duly executed by the Purchaser/s / Allottee/s and the Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Panvel.

73. The Purchasers do hereby declare and confirm that they have had full free and complete inspection of the site and reading of these presents before the execution hereof. Under the circumstance the Purchasers have entered into this Agreement with full knowledge of the site conditions as well as the terms, conditions, stipulations, restrictions and covenants contained herein and the import and consequences thereof.

74. DISPUTE RESOLUTION

All or any disputes arising out 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 HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS AT MUMBAI ON THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.

THE FIRST SCHEDULE ABOVE REFERRED TO

(said entire land)

All that piece or parcel of land bearing Survey No. 745, Hissa No. 1 situate, lying and being at Village Kasbe- Panvel, Taluka Panvel, District – Raigad, admeasuring 4350 Square meters or thereabouts and situate within Panvel Municipal Corporation Limits and Sub Registrar, Panvel and bounded as per Revenue records.

THE SECOND SCHEDULE ABOVE REFERRED TO

(said Premises)

Flat No. Makan on the Mala Floor, in Aing wing, in Building on the Project known as **"JINDAL RESIDENCY"**, admeasuring **Shetra Sq. meters Carpet Area** or thereabouts (the carpet area definition is as per mentioned above.) to be constructed on lands situate, lying and being at Kasbe - Panvel, Taluka Panvel, District – Raigad and which is more particularly described in the First Schedule hereinabove and delineated on the Floor plan hereto annexed as an Annexure-F and thereon shown surrounded by pink colour boundary line.

SIGNED, SEALED AND DELIVERED BY)
M/S JINDAL BUILDERS AND DEVELOPERS)
Through its authorized Partner)
MR. SAGAR AGARWAL)
IN THE PRESENCE OF)

SIGNED, SEALED AND DELIVERED)
BY THE WITHINNAMED "PURCHASER/S")
MR./MRS. _____)
_____)
IN THE PRESENCE OF)

RECEIPT

RECEIVED from Mr. _____ within named PURCHASERS the sum of Rs. _____/- (Rupees _____ only) by cheque as following.

DATE	CHEQ NO	BANK/BRANCH	AMOUNT
		TOTAL AMOUNT	

Being Part Payment towards in respect of Flat No. _____, on the _____ Floor, Admeasuring _____ sq.mtrs. Carpet area in building “JINDAL RESIDENCY”, situated on Survey No.745/1, Panvel, Tal:Panvel, Dist : Raigad Place: PANVEL

(Receipt valid subject to realization of cheque)

We say Received

Rs. _____/-

For Jindal Builders & Developers

Auth. Signatory

List of Annexures:

- Annexure A – 7/12 Extracts
- Annexure B – Building Permission
- Annexure C – Layout Plan
- Annexure D – Report on Title
- Annexure E – Typical Floor Plan
- Annexure F- Registration Certificate Of RERA
- Annexure G- List of Amenities
- Annexure H- Payment Schedule

Schedule of Payment of ‘JINDAL RESIDENCY’ ’ - Annexure “H”

Flat No. _____, on _____ Floor, in _____ wing, in the Building in the Project known as “JINDAL RESIDENCY’ ” on the said property. Total consideration: Rs. _____/-.

SCHEDULE OF PAYMENT	PERCENTAGE OF PAYMENT
At the time of commencement of Plinth work	20%
At the time of completion of Plinth work	10%
At the time of commencement of 1 st Slab	5%
At the time of commencement of 2 nd Slab	5%
At the time of commencement of 3 rd Slab	5%
At the time of commencement of 4 th Slab	5%
At the time of commencement of 5 th Slab	5%
At the time of commencement of 6 th Slab	5%
At the time of commencement of 7 th Slab	5%
At the time of commencement of Final Slab	5%
At the time of commencement of Brickwork	10%
At the time of commencement of Plumbing work	8%
At the time of commencement of Electric work	5%
At the time of commencement of Tiling work	5%
At the time of Possession	2%
Total	100 %

Annexure “G”

1. RCC FRAMED STRUCURE
2. BLOCK MASONARY WORK WITH TWO COATS OF SAND FACED PLASTER & CEMENT PAINT EXTERNALLY.
3. BLOCK MASONARY WITH GYPSUM/POP FINISH & DISTEMBER PAINT INTERNALLY.
4. INTERCOM FACILITY.
5. GENERATOR BACKUP FOR ESSENTIAL COMMON SERVICES.
6. LIFT IN EACH WING AS PER PLANS.
7. CONCEALED COPPER WIRING WITH MODULAR SWITCHES.
8. CONCEALED PLUMBING WITH GOOD QUALITY FITTINGS.
9. GLAZED TILES DADO UPTO 7' IN ALL TOILETS
10. VITRIFIED FLOORING IN ENTIRE FLAT.
11. GRANITE KITCHEN PLATFORM WITH S.S.SINK
12. UPVC OR ALUMINIUM SLIDING WINDOW.
13. FLUSH DOORS.