

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT FOR SALE made at Navi Mumbai this ____ day of _____ 2018 BETWEEN,

M/S. JAGRUTI CONSTRUCTION through its Proprietor MR. PRAVIN NARSI MANANI, (PAN NO. ADFPM3730K), having office at Ashirwad Building, Shop No. 01, Plot No. B-222, Sector 19, Kopar Khairane, Navi Mumbai – 400 709, hereinafter referred to as the “**PROMOTERS/DEVELOPERS**” (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 their heirs, executors, administrators and assigns of the last surviving partner) of the **ONE PART**

AND

_____, age _____ years, **(PAN NO. _____)**, an adult, Indian Inhabitant, residing at _____, hereinafter referred to as “**THE PURCHASER/S/ALLOTTEE/S**” [which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include their heirs, administrators and permitted assigns] of the **OTHER PART**:

WHEREAS :

- a) THE CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD., a Company incorporated under the Companies Act, 1956 (I of 1956) and having its registered Office at Nirmal 2nd Floor, Nariman Point, Mumbai-400 021, (hereinafter referred to as the “The Corporation”) is the New Town Development Authority declared for the area designated as a site for the New Town of Navi Mumbai by the Government of Maharashtra in exercise of its powers under Sub-Section (1) and (3-A) of Section 113 of the Maharashtra Regional & Town Planning Act 1966 (hereinafter referred to as the said M.R. & T.P. ACT).
- b) The State Government of Maharashtra has been acquiring lands pursuant to Section 113 (3-A), of the said Act and is vesting such lands in Corporation for its Government and disposal, on such terms, conditions, stipulations, covenants and for a consideration as the corporation may decide from time to time.
- c) The Corporation in the due process of its working acquired some agricultural land property at **Ghansoli** of Taluka & District Thane, belonging to **(1) SMT. MANJULABAI ANANT MADHAVI, (2) SHRI. CHANDRAKANT ANANT MADHAVI, (3) SMT. BUDHIBAI GANPAT MADHAVI, (4) SHRI. UMESH**

GANPAT MADHAVI, (5) KUM. YASH ARUN MADHAVI (MINOR) through its Guardian SHRI. UMESH GANPAT MADHAVI, (6) SMT. RENUKA KRISHNA PATIL @ RENUKA BABULNATH KHARATKAR, (hereinafter referred to as "Original Licensee/s") residing at Ghansoli, Navi Mumbai, Tal. & Dist. Thane. The Corporation acquired the said landed property for the development of Navi Mumbai projects.

- d) The Corporation following the decision in the notifications of the Urban Development Department of the Government of Maharashtra decided to allot to the said Original Licensee/s i.e. **(1) SMT. MANJULABAI ANANT MADHAVI, (2) SHRI. CHANDRAKANT ANANT MADHAVI, (3) SMT. BUDHIBAI GANPAT MADHAVI, (4) SHRI. UMESH GANPAT MADHAVI, (5) KUM. YASH ARUN MADHAVI (MINOR) through its Guardian SHRI. UMESH GANPAT MADHAVI, (6) SMT. RENUKA KRISHNA PATIL @ RENUKA BABULNATH KHARATKAR,** a Plot of land at under the 12.5% Scheme at revenue Village Ghansoli of Tal. & Dist. Thane.
- e) The corporation caused prepared a layout of plots at village of Ghansoli of Tal. & Dist. Thane, for its allotment to the land affected people.
- f) The Corporation by its Allotment Letter bearing File No. **170**, vide its Letter No.

fIMdks@Hkwfe@lkV;ks@?k.klksyh@170@2015@6015]Dated **23.03.2015**, allotted to the Original Licensee/s i.e. **(1) SMT. MANJULABAI ANANT MADHAVI, (2) SHRI. CHANDRAKANT ANANT MADHAVI, (3) SMT. BUDHIBAI GANPAT MADHAVI, (4) SHRI. UMESH GANPAT MADHAVI, (5) KUM. YASH ARUN MADHAVI (MINOR) through its Guardian SHRI. UMESH GANPAT MADHAVI, (6) SMT. RENUKA KRISHNA PATIL @ RENUKA BABULNATH KHARATKAR,** a plot of land bearing **Plot No. 36**, under **12.5% G.E.S.**, admeasuring an area of **799.83 Sq. Mtrs.**, or thereabouts in **Sector - 15**, of revenue Village Ghansoli, Navi Mumbai, Taluka & District Thane, hereinafter called and referred to as the SAID PROPERTY.

- g) The Corporation on **11.06.2015** executed Agreement to Lease with the Original Licensee/s and by a separate possession letter placed them in peaceful and vacant possession of the said property and for a valuable consideration of **Rs.18,000/- (RUPEES EIGHTEEN THOUSAND ONLY)**. The Agreement to Lease is duly registered in the office of Sub- Registrar of Assurances at **Thane-6**, vide document No. **TNN6-11860-2016**, Receipt No. **13074**, dated **21.12.2016**.

- h) The said property is more particularly described in the First Schedule hereinafter and is delineated in a red colour boundary in the Location layout plan thereafter.
- i) The Original Licensee/s unable to develop the said Plot and sold off their rights, title and interest in the said **Plot No. 36, admeasuring area 799.83 Sq. Mtrs, under 12.5% G.E.S., Sector - 15, Ghansoli, Navi Mumbai, Tal. & Dist. Thane, to M/S. RISHI DEVELOPERS (Partnership Firm) through its Partners (1) SHRI. SANJAY NARAYAN BHALERAO & (2) SHRI. LALCHAND SAVLARAM BHOIR**, for proper consideration and have applied with CIDCO LTD., for transferring the said plot in the name of **M/S. RISHI DEVELOPERS (Partnership Firm) through its Partners (1) SHRI. SANJAY NARAYAN BHALERAO & (2) SHRI. LALCHAND SAVLARAM BHOIR**, and CIDCO LTD. after receiving proper transfer charges have executed a Tripartite Agreement dated **15.01.2018**, wherein CIDCO LTD. as the party of the First Part, the original licensee/s **SMT. MANJULABAI ANANT MADHAVI & OTHERS 5**, as the party of the second Part and the New Licensee/s **M/S. RISHI DEVELOPERS (Partnership Firm) through its Partners (1) SHRI. SANJAY NARAYAN BHALERAO & (2) SHRI. LALCHAND SAVLARAM BHOIR**, as the party of the Third Part and the same has been registered with Sub-Registrar of **Thane-6**, vide Document No. **TNN6-618-2018**, Receipt No. **679, dt. 15.01.2018**. That the Corporation in view of the said Tripartite Agreement has transferred the said Plot in the name of New Licensee/s **M/S. RISHI DEVELOPERS (Partnership Firm) through its Partners (1) SHRI. SANJAY NARAYAN BHALERAO & (2) SHRI. LALCHAND SAVLARAM BHOIR**, vide their letter bearing Ref. No. **ãäÔã¡†ãŠãñ/ãÖããÖ!ã/Ôãã»¼ããñ/Üã¥ãÔããñËãè/170/2018 /23499**, dated **01.02.2018**.
- j) The New Licensee/s **M/S. RISHI DEVELOPERS (Partnership Firm) through its Partners (1) SHRI. SANJAY NARAYAN BHALERAO & (2) SHRI. LALCHAND SAVLARAM BHOIR**, have assigned and transferred all their rights, title and interest under the said Agreement in respect of the said **Plot No. 36, admeasuring area 799.83 Sq. Mtrs, under 12.5% G.E.S., Sector - 15, Ghansoli, Navi Mumbai, Tal. & Dist. Thane**, in favour of **M/S. JAGRUTI CONSTRUCTION through its Proprietor MR. PRAVIN NARSI MANANI**, for proper consideration and have applied with CIDCO LTD. for transferring the said Plot in the name of **M/S. JAGRUTI CONSTRUCTION through its Proprietor MR. PRAVIN NARSI MANANI**. And CIDCO LTD. after receiving proper transfer charges have executed a Tripartite Agreement dated **28.03.2018**, wherein CIDCO LTD. as the party of the First Part, the New Licensee/s **M/S. RISHI DEVELOPERS (Partnership Firm) through its**

Partners (1) SHRI. SANJAY NARAYAN BHALERAO & (2) SHRI. LALCHAND SAVLARAM BHOIR, as the party of the Second Part and the Subsequent New Licensee/s **M/S. JAGRUTI CONSTRUCTION through its Proprietor MR. PRAVIN NARSI MANANI** as the party of the Third Part and the same has been registered with Sub-Registrar of **Thane-6**, vide Document No. **TNN6-3747-2018**, Receipt No. **4110**, dt. **28.03.2018**. That the Corporation in view of the said Tripartite Agreement has transferred the said Plot in the name of the Subsequent New Licensee **M/S. JAGRUTI CONSTRUCTION through its Proprietor MR. PRAVIN NARSI MANANI** (who is hereinafter called the “PROMOTERS/DEVELOPERS”) vide their letter bearing **Ref. No. /170/2018/24544**, dated **05.04.2018**.

- k) By virtue of the Tripartite Agreement dated **28.03.2018** the Promoters **M/S. JAGRUTI CONSTRUCTION through its Proprietor MR. PRAVIN NARSI MANANI**, have got rights to develop the said property as new licensee.
- l) **AND WHEREAS** THE PROMOTERS/DEVELOPERS herein have decided to construct building on the said plot of land to be known as “**SAI PALACE**” and to sell the said Flats in the said building to the prospective purchasers.
- m) The Promoters/Developers have got sanctioned the development plan from the Navi Mumbai Municipal Corporation and the Navi Mumbai Municipal Corporation have also issued the Commencement Certificate vide its Letter No. **NMMC/TPO/BP/Case No. 20181CNMMC12951/2192/2018**, dated **24.05.2018**. A copy of the said Commencement certificate is annexed hereto and marked as **ANNEXURE “A”**.
- n) The Promoters/Developers by virtue of the said Tripartite Agreement dated **28.03.2018**, and Development Permission dated **02.02.2018** entitled to cause & commence the development work of the said property by construction as new residential building thereon consisting **Ground + 7TH Upper Floors** to be known as “**SAI PALACE**” in accordance with the plans, designs and specifications approved by Navi Mumbai Municipal Corporation. The Promoters/Developers also entitled to sell to purchasers the Flats and/or such other premises as may be constructed on the said property.
- o) The copy of certificate of the title issued by the Promoters/Developers Advocate copy of Agreement to lease or any other relevant revenue record showing the nature of the title of the said **M/S. JAGRUTI CONSTRUCTION**, to the said land and of the Promoters/Developers, on which residential flats/parking spaces etc., are to be constructed and the copies of the plan and specifications of the premises agreed to be purchased by the flat Purchaser, approved by the concerned local authority, has been inspected by the flat

purchasers. A copy of the said title certificate is annexed hereto and marked as **ANNEXURE "B"**.

- p) The said Promoters/Developers have obtained the necessary approval of the CIDCO/NMMC for the plans, specifications, elevations, section and details of the said building known as "**SAI PALACE**" and to be commenced construction thereof.
- q) While sanctioned the said plans, concerned CIDCO/NMMC and/or Government has laid down certain terms, conditions, stipulations, and restriction which are to be observed and performed by the Promoters/Developers while develop the said land and the said building/s and upon the due observance and performance of which only the completion and occupation certificated in respected of the said building/s shall be granted by CIDCO/NMMC.
- r) The Purchaser/s has/have examined the foregoing Agreements and relevant documents, letters, papers and writings inspection of which, the Promoters/Developers have given to him/her / them and get him/her / them satisfied.
- s) **AND WHEREAS** the Promoters/Developers has registered the project under the provisions of The Real Estate (Regulation And Development) Act with the Real Estate Regulatory Authority at Navi Mumbai, No. _____; authenticated copy is attached in **Annexure "C"**.
- t) **AND WHEREAS** the Allottee/s/Purchaser/s demanded from the Promoter/Developer and the Promoter/Developer has given inspection to the Allottee/s/Purchaser/s of all the documents of title relating to the said plot, and the plan, designs and specifications prepared by the "ARCHITECTS" and such other documents as are specified under the New RERA Act 2016 (hereinafter referred to as "THE SAID ACT") and the rules made there under. The Allottee/s/Purchaser/s have satisfied themselves about the Title of the Promoter/Developer to the said Land/plot and declares that they shall not be entitled to raise any objection or requisition to the same or any matter relating to title or otherwise whatsoever.
- u) On satisfying himself/herself/themselves about the plans and after the perusal of various deeds and documents, specifically referred to herein above and after satisfying himself as regards the other terms and conditions including the Title of the Promoters/Developers to the said plot, the Purchaser/s has/ have applied to the Promoters/Developers for allotment of and hereby agree/s to purchase **Flat No. _____, on the _____ Floor, admeasuring about _____ Sq. Mtrs. Carpet Area**, in the Building known

as “**SAI PALACE**” which is to be constructed on the said plot (hereinafter referred to as "the said premises" and which is more particularly described in the Second Schedule hereunder written) for a total consideration of **Rs. _____/- (Rupees _____ Only).**

The Typical Floor plan of the said Premises is annexed hereto & marked as **Annexure “D”**.

- v) 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.

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

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

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

1. ACT AND RULES GOVERNING THE AGREEMENT:

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

2. INSPECTION OF DOCUMENTS AND SITE VISIT:

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

when demanded by the CIDCO/NMMC/other concerned authorities or the Promoters/Developers.

3. ADDITIONS AND ALTERATION:

The Promoters/Developers have constructed a Residential Building known as “**SAI PALACE**” on the said plot in accordance with the sanctioned building plans and specifications duly approved at the time of issue of Occupancy Certificate granted by the CIDCO/NMMC The said sanctioned plans and specifications have been kept at the Office of the Promoters/Developers for inspection of the Purchaser/s. The Promoters/Developers have informed the Purchaser/s and the Purchaser/s is/ are aware and the Purchaser/s hereby agree/s, declare/s, confirm/s and undertake/s with the Promoters/Developers that the Purchaser/s shall not carry out any changes, additions, alterations or extensions in the said premises in any manner whatsoever, which is contrary to the sanctioned plans in any manner whatsoever. The Purchaser/s is/ are further aware that in case if CIDCO/NMMC/concerned Authority adopts any action, proceeding against or issues any notice against any such changes, additions, alterations or extensions that the Purchaser/s may have carried out or imposes any penalty, then the Purchaser/s alone shall be liable and responsible for all the actions that the CIDCO/NMMC/concerned Authority may adopt and the penalty that may be charged by CIDCO Ltd/ concerned Authority and the Promoters/Developers shall not be held responsible or liable for any such illegal act that the Purchaser/s shall carry out in this regard.

4. SALE OF PREMISES AND PAYMENT CONDITIONS:

4 (a) The Purchaser/s hereby agree/s to purchase **Flat No.** _____, on the _____ **Floor, admeasuring about** _____ **Sq. Mtrs. Carpet Area**, in the Building known as “**SAI PALACE**” which is to be constructed on the said plot and *pro rata* share in the common areas [(“**Common Areas**”) as defined under clause (n) of Section 2 of Real Estate (Regulation and Development) Act, 2016] (hereinafter referred to as the said Premises and which is more particularly described in the Second Schedule hereunder written) for a total consideration of **Rs.**_____/-(**Rupees** _____ **Only**). As mutually discussed and agreed between the Promoters/Developers and the Purchaser/s, the said total consideration shall be paid by the Purchaser/s to the Promoters/Developers in the following manner: (Time being essence of the contract)

PAYMENT SCHEDULE

TOTAL AMOUNT	Rs.
AMOUNT RECEIVED	Rs.
BALANCE AMOUNT	Rs.

Sr. No.	%	Stages of Completion of Work	Amount of Installment
1		At the time of Booking	
2		Excavation	
3		Plinth	
4		First Slab	
5		Second Slab	
6		Third Slab	
7		Fourth Slab	
8		Fifth Slab	
9		Sixth Slab	
10		Seventh Slab	
11		Terrace Slab	
12		Brick work & Plaster Work	
13		Electrical Work & Plumbing Work	
14		Possession	
	100 %		

The above consideration does not include various other charges, expenses more particularly mentioned in this Agreement and the same shall be paid by the Purchaser/s over and above the consideration mentioned herein on their respective due dates.

4 (b) The said total consideration excludes Taxes [consisting of tax paid or payable by the Promoters/Developers by way of Value Added Tax, LBT, Service Tax, and Cess, GST (as and when made applicable) or any other similar taxes which may be levied, in connection with the purchase of the said premises and construction of the Project payable by the Promoters/Developers] payable in accordance with the rules, regulations and notifications applicable at the relevant time upto 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/Developers shall be increased/reduced based on such change / modification.

4 (c) The Promoters/Developers have further represented that as per the sanctioned Building plans, CIDCO Ltd./NMMC has sanctioned certain additional areas as permitted under GDCR. The Promoters/Developers have paid necessary premium / charges to the CIDCO Ltd./NMMC, where applicable for getting the sanction of the said additional areas from the CIDCO Ltd./NMMC. The aforesaid additional areas admeasuring app consisting of **Enclosed balcony** _____ **Sq. Mtrs., F.B.** _____ **Sq. Mtrs., Terrace** _____ **Sq. Mtrs.,** if any, etc, are fused to the said premises. However, the Promoters/Developers have not charged any additional consideration for the aforesaid additional areas from the Purchaser/s.

4 (d) The Purchaser/s shall make payments as per the agreed schedule mentioned in Clause 4(a) above.

4 (e) The said total consideration is mutually agreed and subject to such increases which are due to increase on account of development charges or any other charges, deposits, fees, etc. payable to the competent authority and/or any other increase in Taxes, Charges, Cess which may be levied or imposed by the competent authority from time to time.

4 (f) The Carpet area of the said premises is in accordance with the definition of the Carpet area as per the Real Estate (Regulation and Development) Act, 2016. Further, the Promoters/Developers have informed the Purchaser/s and the Purchaser/s is/are aware that the carpet area mentioned in this Agreement is on the basis of unfinished internal wall surface, area under RCC Column and shear wall and other such structural members of the premises. Therefore, the Promoters/Developers 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. 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.

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

4 (h) The Purchaser/s hereby agree/s, declare/s and confirm/s with the Promoters/Developers that Purchaser/s shall deposit with the concerned authorities under Income Tax Department, TDS presently applicable at 1% of the amounts paid to the Promoters/Developers or such amount of TDS as shall be applicable from time to time 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/Developers within the stipulated period. NOTWITHSTANDING anything contained herein, it is specifically agreed by the Purchaser/s that the Purchaser/s shall be entitled to get the credit of the TDS deducted by him / her / them only if the Promoters/Developers are entitled to get the credit from the Income Tax Department of such TDS amount paid by the Purchaser/s. In case, if there is any additional TDS required to be deducted (in addition to the TDS already deducted), then the Purchaser/s shall deduct the same as and when required under

law and the conditions mentioned above in this Clause shall be applicable for the additional TDS so deducted.

5. MODE OF PAYMENT:

The payment of all the above installments /payment will be accepted by Cheque / Demand Draft / Pay Order / NEFT / RTGS Only and as per the Payment Schedule mentioned in clause 4(a) hereof. The Cheque/s or Demand Draft or Pay Order should be drawn in favour of: **M/S. JAGRUTI CONSTRUCTION**, Account no. **003011300005271**, IFSC Code – **PJSB0000005**, with **Gopinath Patil Parsik Janata Sahakari Bank Ltd., Kopar Khairane Branch, Navi Mumbai – 400 709**, and shall be sent to **Ashirwad Building, Shop No. 01, Plot No. B-222, Sector 19, Kopar Khairane, Navi Mumbai – 400 709**, either by Hand Delivery or by Registered A/D or by Courier (Acknowledges Due in all types of Deliveries). In case if the Purchaser/s has / have made the payment by NEFT or by RTGS, then immediately upon the Purchaser/s making such payment to the Promoter's designated account, the Purchaser/s shall intimate to the Promoters/Developers the UTR Number, Bank details and such other details as shall be required by the Promoters/Developers to identify and acknowledge the receipt of the payment by the Promoters/Developers. In case, if the Promoters/Developers desires to receive further payments of balance installments, favouring certain other Bank Account of the Promoters/Developers, then and in that event, the Promoters/Developers shall specifically mention the new Bank Account in the Installment Demand Letter that shall be addressed to the Purchaser/s. Thereafter, the Purchaser/s shall himself / herself/ themselves or cause his/her/ their Financial Institute to draw the Cheque/s or Demand Draft or Pay Order favouring the said new Bank Account.

6. TIMELY PAYMENT OF THE INSTALLMENTS:

6(a) The Promoters/Developers shall give a Notice to the Purchaser/s intimating the Purchaser/s the amount of the installment or the balance amount payable by the Purchaser/s to the Promoters/Developers in accordance with the payment schedule (Time being essence of the contract) and within 15 days from the date of letter, the Purchaser/s shall pay the amount of the said installment or the balance amount to the Promoters/Developers. The Purchaser/s will not hold the Promoters/Developers responsible for delay in postal service or delay in receipt or non-receipt of the said Notice.

6(b) Both the parties hereby agree with each other that timely payment of all the above installments and every other amount payable by the Purchaser/s under these presents to the Promoters/Developers shall be the essence of this contract. Both the Promoters/Developers and the Purchaser/s has/have mutually agreed that the Purchaser/s shall be liable and responsible to pay all the installments payable for the purchase of the said premises and other charges payable under this Agreement on

their respective due dates without committing any delay, defaulter demur. In case if the Purchaser/s has/ have obtained/shall obtain from any Bank/ NBFC or Money Lenders finance/ Loan on the said premises, then it shall be the sole and absolute responsibility of Purchaser/s herein to ensure that the disbursement of all the installments by the Bank/ Financial Institution/ Money Lender is done within the time frame mentioned in this Agreement. Both the Promoters/Developers and Purchaser/s has/ have further agreed that in the event of the Purchaser/s committing any delay, default or demur in paying any three installments then and in that event, the Promoters/Developers shall give 15 days Notice to the Purchaser/s to pay all the outstanding amounts together with fresh installments (if the same becomes due and payable). If the Purchaser/s fail/s to pay the entire outstanding amounts to the Promoters/Developers within the time prescribed under the Act and the Rules, then the Promoters/Developers shall be entitled to terminate and cancel this Agreement and all legal consequences as per the Act and the Rules shall follow. Subsequent to such termination, the Promoters/Developers shall deduct 20% of the said total consideration of the said premises, the interest accrued on the defaulted payments and refund the balance amount (if any) to the Purchaser/s. The refund by the Promoters/Developers shall be subject to the repayment of the loan amounts and interest and other charges payable under the terms and conditions of mortgage NOC or any other confirmation given to any Bank, NBFC, Financial Institution in case of the mortgage of the said premises. In case of such termination, the Stamp Duty, Registration charges and all taxes paid by the Purchaser/s shall not be refunded by the Promoters/Developers. It is further agreed by the parties hereto that part payment of any installment shall be construed to be the default in the payment of the said installment. The Purchaser/s hereby agree/s and confirm/s to the aforesaid arrangement and agrees not to dispute or raise any objection against the Promoters/Developers or any Order or judgment that shall be passed against the Purchaser/s in law. In the event of such termination, the Promoters/Developers shall be entitled to resell the said premise to such third person / party, as the Promoters/Developers may deem fit, necessary and proper and recover and appropriate to themselves the entire sales consideration and other amounts that shall be received from such resale.

6(c) It is agreed by the Purchaser/s that till such time as he / she / they has / have paid to the Promoters/Developers the entire consideration with or without interest amounts (as the case may be), as are stipulated hereinafter and all other outstanding amounts payable in respect of the said Premises, he / she they shall not claim any right, title, interest or possession in, of, over and upon the said Premises.

7. It is made clear by the Promoters/Developers and the Purchaser(s) / Allottee(s) agrees that the said premises shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project

covering the said plot and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser(s) / Allottee(s). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchaser(s) / Allottee(s) of the Project.

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

The Purchaser(s) / Allottee(s) shall has / have the right to cancel / withdraw his/her/their allotment in the Project as provided in the Act. Provided that where the Purchaser(s) / Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoters/Developers, the Promoters/Developers herein are entitled to forfeit 20% of the total consideration for the allotment. Subject to the terms and conditions of mortgage NOC or any other confirmation given to any Bank, NBFC, Financial Institution, in case of the mortgage of the said premises, the balance amount of money paid by the Purchaser(s) / Allottee(s) shall be returned by the Promoters/Developers to the Purchaser(s) / Allottee(s) within 45 days of such cancellation without any interest. In this case, the Purchaser/s will not be entitled to any claim / demand Registration charges, Stamp Duty or interest paid by them. In the event of such Cancellation, the Promoters/Developers shall be entitled to resell the said premise to such third person / party, as the Promoters/Developers may deem fit, necessary and proper.

9. The Promoters/Developers shall provide the amenities and facilities as per the List of Amenities annexed hereto and marked **ANNEXURE "E"**.

10. RIGHTS OF THE PROMOTERS/DEVELOPERS TO UTILIZE THE ENTIRE FSI/ ADDITIONAL FSI/ TDR OR ANY INCREMENTAL FSI:

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

(a) The Promoters/Developers hereby declare that the Promoters/Developers had utilized the entire FSI available on the said plot as mentioned in the Development Control Regulation which are applicable to the said Project.

(b) Save as mentioned in Clause 10 (a) hereof, the Promoters/Developers hereby declare that no part of the said Floor Space Index for the said plot has been utilized by the Promoters/Developers elsewhere in any other plot for any purpose whatsoever.

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

(d) The Promoters/Developers hereby reserve full right and absolute authorities to sell / dispose of the premises constructed in accordance with Act and Rules of said Real Estate (Regulation and Development) Act, 2016, even after the Co-operative Housing Society is formed or Lease Deed / Deed of Assignment for any particular Building is executed by the Promoters/Developers. The Promoters/Developers shall, after consuming the additional FSI TDR or any incremental FSI / building potential by constructing such permissible tenements on the said plot, be entitled to sell such tenements for such permissible uses, to such persons and for such consideration as they may in their absolute discretion deem fit and proper.

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

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

12. PURCHASER/S COVENANTS:

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

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

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

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

(d) During the course of the Purchaser/s carrying out the said interior work if there is any damage to the said premises or to the said building or to any of the open areas or if the interior work interferes or damages any of the RCC members of the said building or is not in accordance with law or the permission given by the Promoters/Developers or is in contravention of the rules and regulations of the CIDCO/NMMC or other Concerned authorities, then the Promoters/Developers shall have full right and absolute authority to remove /demolish such work as may be in contravention as mentioned hereinabove and to restore the said premises/building /open spaces in their original form at the entire cost, risk and expense of the Purchaser/s.

(e) (1) The Purchaser/s is/are aware that the Promoters/Developers are required to attend to all complaints regarding leakages and other defects, as per the Act and the Rules. Thus, as a result of any work, addition, alteration, amendment and changes made by the Purchaser/s, if there is any damage to any adjoining premises or any premises above or below the said premises or abutting the said premises or to any portion of the said Building, then the Purchaser/s shall be liable and responsible to carry out the necessary repairs to all such premises or any part of the Building as may be required under the Act and the Rules and the Promoters/Developers shall be absolved of the obligation and the responsibility under the Act and Rules.

(2) It is a known fact that any demolition of any internal structure/walls leads to fractures in the external plaster of the building which leads to leakages. The promoter would not be responsible for such leakages.

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

(g) To carry out at their own cost, charges and expenses, all internal repairs to the said premises & maintain the said premises in the same condition, set and order in which it was delivered by the Promoters/Developers to the Purchaser/s & shall not do or suffered to be done anything in / to the building or the said premises which may contravene the rules, regulations and bye-laws of the concerned local authority or the said society nor cause any alterations in elevation or outside colour scheme of the said building/s in which the said premises is situated and shall also keep the sewers, drains, pipes of the said premises or appurtenances thereto in good and tenantable conditions so as to support or protect the other parts of the building in which the said premises is situated and shall not chisel or in any manner damage the columns, beams, walls, slabs, RCC, pardis, or other structural changes in the said premises without prior written, permission of the Promoters/Developers or the society.

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

(i) Not to throw any dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises into the compound or any part of the said plot and building in which the premises is situated.

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

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

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

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

(n) In the event of Purchaser/s committing any breach or act in contravention of the above provision, the Purchaser/s shall be liable or responsible for the consequence in respect thereof to the Promoters/Developers or to the concerned local authority or other public authority in that behalf.

14. RESTRICTIONS ON THE PURCHASER/S:

The Purchaser/s has/have agreed declared & confirmed with the Promoters/Developers that the Purchaser/s shall:-

a. Having regard to the elevation of the buildings in the said Project, the Purchaser/s shall fix identical grills/ railings and the Air Conditioner in the places that are predetermined by the Promoters/Developers/that shall be approved by the

Promoters/Developers. The Purchaser/s shall affix the external grill /railings of such common design as shall be finalized by the Promoters/Developers in the manner and as per the specifications given by the Promoters/Developers. Accordingly, the Promoters/Developers 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/Developers inter-alia undertaking to use similar material and similar design to those already provided by the Promoters/Developers 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/Developers in the manner and at the location identified and approved by the Promoters/Developers.

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, refuge area/common area, floor lobby, terrace, fire rescue gallery, mid landings etc.

e. The Lift facility in this Project shall be used as per rules of the Management Company/ Co-operative Society / Condominium of Apartments / Private Limited Company which may be formed for the management of said Building. It is to be economically used. The Purchaser/s as well as his/her/their employees or heirs shall not misuse the said lift and will take care and co-operate about it. The quality of lift shall be good. But it is a machine and is not manufactured by the Promoters/Developers. Therefore, during the use of the lift and even as a result of any defect or otherwise, if anyone is injured or any damage occurs, then the Management Company/ Co-operative Society / Condominium of Apartments / Private Limited Company which may be formed in future or Promoters/Developers shall not become responsible for it and the Purchaser/s or his/her/their employees/ heirs etc. shall not demand/shall not be entitled to demand such damages/ compensation from them and the Purchaser/s hereby give his / her/ their assurance and consent in it.

f. The Purchaser/s is/ are aware that the leakage of water from the toilets, bathrooms and Pantry is also likely to happen in said premises as well as from the neighboring and upper Premises. Leaked water/moisture is likely to appear on the walls of said Premises and that may deteriorate the painting and plaster on the walls.

The Purchaser/s is/are aware that water is a substance which is likely to escape, resulting into its leakage. Even if all safety measures are taken to seal the joints of pipes, sometimes it cannot be avoided. Leakage may be due to various reasons not connected with construction. The Purchaser/s herein agree/s that the Promoters/Developers shall not be liable for any damage in the said premises due to leakage of water and its various other after effects.

g. 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.

h. The work shall be permitted only between 10:00 a.m. to 6:00 p.m. strictly.

15. The Promoters/Developers did not allot any **Stilt parking space** for the Purchaser.

The Promoters/Developers have categorically informed the Purchaser/s & the Purchaser/s has/have noted the following:

a. The Purchaser/s undertake/s that the abutting Terrace constructed as per approved Building plans shall not be enclosed.

b. The Purchaser/s hereby further undertake/s that at the point of time when there is Lease Deed/Deed of Assignment being prepared, the Promoters/Developers shall add the above mentioned conditions in the Lease Deed/Deed of Assignment.

c. This clause shall be binding on the entire Society and its members.

16. HANDING OVER POSSESSION:

16(a) The Promoters/Developers shall, upon receiving the full and final payment and upon the clearance of all cheques, of the said premises from the Purchaser/s as per the installment and other payments mentioned herein, give possession of the said premises to the Purchaser/s. Since the water supply and other infrastructure such as Roads, Street Lights, etc. are to be provided by CIDCO/NMMC and the Electric connection and meter are to be provided by the MSEDCL, the Promoters/Developers shall not be held liable or responsible for any delay caused by CIDCO/NMMC in providing water supply or for providing other infrastructure such as Roads, etc. or by MSEDCL in providing Electricity. The possession of Flat shall be given on or before _____.

16(b) PROCEDURE FOR TAKING POSSESSION:

The Promoters/Developers shall, upon the Purchaser/s making the entire payment towards the cost of the said Premises and other charges payable by him/ her/ them under this Agreement and upon the Purchaser/s having complied with all the terms of

this Agreement, offer in writing, the possession of the said premises to the Purchaser(s) / Allottee(s) in terms of this Agreement to be taken within 15 days from the date of issue of such notice/letter and the Promoters/Developers shall give possession of the said premises to the Purchaser(s) / Allottee(s).

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

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

16(e) 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 any demands made by the Promoters/Developers as per the Payment Schedule, despite having been issued notice in that regard, then the Purchaser(s) / Allottee(s) shall be liable to pay interest to the Promoters/Developers on the unpaid amount at the rate specified in the Act and Rules.
- (ii) In case the Purchaser(s)/Allottee(s) commits three defaults for payment of any installment/amounts payable under this Agreement, after giving the Purchaser 15 days intimation in this regard, the Promoters/Developers shall cancel this Agreement in respect of the said premises in favour of the Purchaser(s) / Allottee(s). Subsequent to such termination, the Promoters/Developers shall deduct 20% of the said total consideration of the said premises the interest accrued on the defaulted payments and refund the balance amount (if any) to the Purchaser/s. The refund by the Promoter shall be subject to the repayment of the loan amounts and interest and other charges payable under the terms and conditions of

mortgage NOC or any other confirmation given to any Bank, NBFC, Financial Institution in case of the mortgage of the said premises.

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

(iv) Time is of essence for the Promoters/Developers as well as the Purchaser(s)/Allottee(s). The Promoters/Developers shall, upon the Purchaser/s making the entire payment towards the cost of the said Premises as mentioned in clause 4 (a) hereof and other charges payable by him/ her/ them under this Agreement, hand over the said premises to the Purchaser(s) / Allottee(s) and the common areas to the Association of the Purchaser(s) /Allottee(s). Similarly, the Purchaser(s)/Allottee(s) shall make timely payments of the instalment as provided in the Payment Schedule mentioned in clause 4(a) hereof and other dues payable by him/her/them and meeting the other obligations under the Agreement, subject to the compliance of the terms and conditions and specific obligation by the Promoters/Developers as mentioned herein.

16 (f) Upon the possession of the said premises being delivered to the Purchaser/s, the Purchaser/s shall be entitled to the use and occupy the said premises and thereafter the Purchaser/s shall has/have no claim against the Promoters/Developers as to any defect in any item or work of construction of the said premises for any reason whatsoever.

16(g) Upon the Purchaser/s making the entire payment towards the cost of the said Premises and other charges payable by him/ her/ them under this Agreement, the Promoters/Developers shall hand over possession of the said premises to the Purchaser/s even though permanent electricity and water connections are not connected by the concerned authorities. The Promoters/Developers shall not be liable for any loss, damage, injury or delay due to Maharashtra State Electricity Board causing delay in sanctioning and supplying electricity or due to the CIDCO/NMMC/Local authority concerned, causing delay in giving/supplying

permanent water connection or such other service connections necessary for using/ occupying the Premises. On the Promoters/Developers offering possession of the said premises to the Purchaser/s, the Purchaser/s shall be liable to bear and pay their proportionate share in the consumption of electricity and water. The Purchaser/s shall pay to the Promoters/Developers, within fifteen days of demand by the Promoters/Developers, his/ her/ their share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the said Building in which the said premises is situate. The Purchaser/s/Allottee/s herein further agree/s, declare/s and undertake/s to bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by CIDCO/NMMC or the concerned local authority and/or Government and/or other public authority, on account of change of user of the said premises by the Purchaser(s)/Allottee(s) for any purposes other than for purpose for which it is sold.

16(h) 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/Developers.

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

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

17. PAYMENT OF MAINTENANCE CHARGES AND TAXES:

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

17 (b) The Purchaser/s/Allottee/s of the said premises shall alone be liable to pay the additional Property Taxes, if any levied by the CIDCO/NMMC / any other Government authority, in respect of the said premises agreed to be purchased by the

Purchaser/s/Allottee/s. The Purchaser/s/Allottee/s shall pay the proportionate amount of the said additional ground rent. The determination by the Promoters/Developers or the Society that shall be formed, as the case may be, of the Property Taxes payable by the Purchaser/s/Allottee/s of the premises shall be accepted as final and binding upon the Purchaser/s/Allottee/s.

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

17 (d) The Promoters/Developers shall maintain accounts in respect of sums received by the Promoters/Developers from the Purchaser(s) / Allottee(s) as advance or deposit, sums received on account of the share capital for the promotion / formation of the Co-operative Society or Association or Company that shall be formed or towards the outgoings, legal charges and shall utilize all such amounts only for the purposes for which they have been received. The amounts so collected by the Promoters/Developers shall be used for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project).

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

18. OTHER CHARGES PAYABLE BY THE PURCHASER/S/ALLOTTEE/S:

18 (a) Since the Promoters/Developers have already completed the construction of the said Building/s / Project and have obtained the Occupancy Certificate from CIDCO/NMMC, the Purchaser/s/Allottee/s shall be liable to bear and pay all taxes and other charges payable in respect of the said Building, proportionally, from the date from which the Tripartite Agreement is executed in favour of the Promoters/Developers and shall be liable to pay service charges and outgoings from the execution hereof. The Purchaser/s/Allottee/s hereby agree/s that in the event

of any amount by way of premium or security deposit to the CIDCO/NMMC or the State Government or to any other competent authority or betterment charges or development tax or security deposits for the purpose of giving water connection or any other tax or payment of similar nature becoming payable by the Promoters/Developers, the same shall be reimbursed by the Purchaser/s/Allottee/s to the Promoters/Developers in proportion to the area of the said premises agreed to be purchased by the Purchaser/s/Allottee/s and in determining such amount the decision of the Promoters/Developers shall be conclusive and binding upon the Purchaser/s/Allottee/s.

18 (b) The Purchase price mentioned below is **exclusive** of the following charges i.e.

- i) Water Connection charges and Electricity connection charges & Electric cable laying charges, Water Resource development charges/Society formation Charges, MSED meter deposit, Water connection deposit and meter charges
- ii) Development Charges/Infrastructure Development Charges.
- iii) Proportionate share of expenses for execution and registration of Conveyance in favour of Co-op. Hsg. Soc. Ltd.
- iv) Stamp Duty, Registration, Legal Charges and other charges payable to the concerned authorities for registration of this Agreement.
- vi) V. A. T. (Value Added Tax) & Service Tax
- vii) Service Tax, GST, VAT, Cess or any other taxes or charges levied by the state or Government authorities.
- viii) Cess or any other taxes or charges levied by the State or Government authorities by whatever name called from time to time and as applicable.
- ix) Annual Deposit for proportionate share of taxes and other charges (from date for the Occupancy Certificate).
- x) Any other charges, taxes and expenses levied by the Government authorities.

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

of Lease Deed / Deed of Assignment in favour of Society or body corporate/ organization that shall be formed, shall be paid over by the Promoters/Developers to the said society or body corporate/ organization after deducting there from the amount if any payable by the Purchasers to the Promoters/Developers under and in accordance with the provisions of this Agreement. PROVIDED HOWEVER that the Purchaser/s/Allottee/s shall pay such further amount/s to the Promoters/Developers as required by them from time to time towards the aforesaid deposit or any other deposits in the event of the said deposit being insufficient to meet the expenses.

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

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

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

19(a) The Promoters/Developers have informed the Purchaser/s/Allottee/s and the Purchaser/s/Allottee/s is/are aware that the Promoters/Developers shall, as per the provisions under Section 11(4) (e) of Real Estate (Regulation and Development) Act, 2016, form a Co-operative Society or Company or Association (hereinafter referred to as the said Society) for the said Building/s. For the purpose of the formation of the said Society, the Promoters/Developers shall submit application to the Registrar for registration of the Co-operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 or a Company or any other Legal Entity, within a stipulated period by law. The Purchaser/s/Allottee/s along with such other persons who shall have taken possession or acquire the Premises shall form themselves into a Co-operative Society under and in accordance with the Maharashtra Co-operative Societies Act, 1960 or any other body Corporate or other organization determined by the Promoters/Developers. The said Building shall always be known as "**SAI PALACE**"

and the said Society or any other body corporate or other organization determined by the Promoters/Developers on the said plot shall always be known by such name as suggested by the Promoters/Developers and approved by the concerned Authorities. The Purchaser/s/Allottee/s shall co-operate with the Promoters/Developers in forming, registering and incorporating the said Society and shall sign all necessary papers and documents and provide all other necessary papers and documents and do all other acts and things as the Promoters/Developers may require the Purchaser/s/Allottee/s to do from time to time in that behalf or safe guarding or better protecting the interest of the said Society and of the Purchaser/s/Allottee/s of the Premises in the building. All costs and charges for above shall be borne and paid by the Purchaser/s/Allottee/s.

19 (b) The Purchaser/s/Allottee/s, along with other Purchasers of Flats in the Building, shall join in forming and registering the Society or a Limited Company to be known by such name as the Promoters/Developers may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Society or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters/Developers within 15 days of the same being forwarded by the Promoters/Developers to the Purchaser/s/Allottee/s, so as to enable the Promoters/Developers to register the organization of Purchaser/s/Allottee/s. No objection shall be taken by the Purchaser/s/Allottee/s if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The required papers for formation of Co-operative Society shall be kept at suitable place as the Promoters/Developers may deem fit, necessary and proper and the Purchaser/s/Allottee/s shall attend the said Office and sign the necessary documents and submit the required proofs and other details as required by the CIDCO/NMMC/ concerned authorities within the stipulated period.

19(c) The Promoters/Developers have further informed the Purchaser/s/Allottee/s and the Purchaser/s/Allottee/s is/are aware that after the formation of the Co-operative Society or Company or Association (the said Society), the Promoters/Developers shall enroll the Purchaser/s/Allottee/s as the members of the said Society and issue Share Certificate to the said Purchaser/s/Allottee/s in the name of the Purchaser/s/Allottee/s. Upon the receipt of the name approval and NOC for the registration of the Society together with the list of the Purchaser/s/Allottee/s certified by CIDCO/NMMC, the Promoters/Developers shall apply to CIDCO/NMMC for the grant of NOC / permission for enrolling the Purchaser/s/Allottee/s in the records of CIDCO/NMMC/ other revenue authorities as the Purchaser/s/Allottee/s of

the said premises. The necessary transfer charges payable to CIDCO/NMMC/ concerned authorities shall be borne and paid by the Purchaser/s/Allottee/s alone.

19 (d) The Purchaser/s/Allottee/s, at the time of taking possession, agree and bind himself / herself /themselves to pay to the Promoters/Developers such amount in advance as the Promoters/Developers may demand being the lump sum amount towards the General maintenance charges for the said Premises pending the formation of Co-operative Society in addition to the proportionate Property tax, which shall be payable additionally upon receipt of the Assessment Bills from CIDCO/NMMC / concerned authorities. The Service Tax, VAT, GST and other taxes applicable shall be paid additionally on the said advance maintenance charges payable to the Promoters/Developers. The Promoters/Developers have exclusive right to determine the said Maintenance charges payable by the Residential premises user in accordance with the utility used by them. On the receipt of the bill for property tax from the CIDCO/NMMC, the Purchaser/s/Allottee/s shall pay his/her/their proportionate share of property tax for the said Premises immediately on demand either /by the Promoters/Developers or by the Society as the case may be. Thereafter, the Purchaser/s/Allottee/s shall pay to the Promoters/Developers / Society regularly by the fifth day of each and every month such amount in advance as the Promoters/Developers may demand being maintenance charges until the Deed of Assignment/ Lease Deed of the said plot with Building or Buildings is executed in favour of the Co-operative Housing Society and/or other body corporate and/or other Organization (hereinafter referred to as "the said Society"). After the formation of the Society and after the Promoters/Developers have handed over the charge of the said building to the society, the Purchaser/s/Allottee/s shall pay to the said Society his /her /their proportionate share that may be decided by the said Society as the case may be, all rates taxes ground rent (including additional ground rent levied by the CIDCO/NMMC in respect of the premises) dues, duties, impositions, outgoings and burdens now or at any time levied, assessed or imposed upon or in respect of the said plot or the said new building or occupiers thereof by the CIDCO/NMMC or the Government or Revenue authority in respect of the said Building or the use thereof and payable either by the Purchaser/s/Allottee/s or occupiers and shall also pay his /her/their proportionate share of all outgoings in respect of the said premises viz. taxes, ground rent, additional ground rent, insurance, sanitation charges, water charges, charges in respect of common electricity consumed, Watchman, sweepers and all other expenses necessary and incidental to the management and maintenance of the said premises and the Purchasers shall indemnify and keep indemnified the Promoters/Developers in that behalf.

19 (e) The Purchaser/s/Allottee/s has/have perused and is/are aware of all the terms and conditions contained in the said documents recited above. The Purchaser/s/Allottee/s hereby agree/s and undertake/s that he/she/they shall be

bound and liable to pay to the Promoters/Developers his/her/their proportionate shares in all respects taxes, outgoings and other charges in respect of the said premises from the period referred herein and in accordance with the provisions of this Agreement.

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

19(g) The Purchaser/s/Allottee/s is/are further aware that ultimately the Promoters/Developers herein, in their sole and absolute discretion, shall, as per the provisions of Real Estate (Regulation and Development) Act, 2016, form a Co-operative Society or Company or Association (hereinafter referred to as the said Society) for the said project and execute Lease Deed / Deed of Assignment in favour of such Co-operative Society or Company or Association that shall be formed for the said Building(s)/Wing(s), within a stipulated period by Law. The Advocate for the Promoters/Developers shall prepare and engross and approve the Lease Deed/Deed of Assignment and all other documents, which are to be or may be executed in pursuance of this Agreement. The Purchaser/s/Allottee/s shall bear all costs professional charges and expenses for the same and also all expenses of the stamp duty, registration charges for Lease Deed/Deed of Assignment or any other Deed consent writing and other documents, the costs in connection with the formation of the said Society and /or body corporate or other organization, the costs of the stamping and registering all the agreements, deeds, transfer deeds or any other documents required to be executed including the entire professional costs of the

Advocates of the Promoters/Developers shall be borne and paid by the said Society or proportionately by all the Purchasers of the Premises in the said building alone.

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

20. GENERAL COMPLIANCE WITH RESPECT TO THE SAID PREMISES:

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

appointed by Association of Purchaser(s) / Allottee(s) shall manage and upkeep the same. The Purchaser(s) / Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions. The Purchaser/s/Allottee/s further covenants with the Promoters/Developers and through them with the Purchaser/s/Allottee/s or the other premises in the said building that he/she/they at any time shall not demolish or caused to be demolished any structure in the said building or any part or portions of the same nor will he/she/they at any time make or caused to be made any new construction of whatsoever nature on or in the said building or any part thereof nor will make any additions or alterations in or to the said premises or said building and balcony or gallery in the front without previous consent of the CIDCO/NMMC / Concerned Authority or the Promoters/Developers or the said Society, as the case may be. The Purchaser/s/Allottee/s from the date of possession will maintain the lift, water pump, fire fighting equipment and other assets provided by the Promoters/Developers on their own cost and the Promoters/Developers will not be held responsible and liable for the same in any manner whatsoever.

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

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

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

20(e) The Basement(s), Podium(s) and service areas, if any, as located within the said Project “**SAI PALACE**”, shall be earmarked for purposes including but not limited to refuse areas, 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 such 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.

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

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

20(h) The Promoters/Developers shall not be liable to pay any maintenance or common expenses in respect of the unsold Premises in the said Building. The Promoters/Developers shall however, bear and pay the Municipal taxes and dues of the Corporation for the same.

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

21. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Plot and Building or any part thereof. The Purchaser/s/Allottee/s shall has / have no claims save and except in respect of the said premises hereby agreed to be acquired by the Purchaser/s/Allottee/s. All open spaces, floor spaces index, parking spaces, lobbies, staircases, terraces, recreation spaces, etc. will remain to be the Property of the Promoters/Developers until the whole plot together with the structures standing thereon is/are transferred to the said Society, but subject to the rights of the Promoters/Developers contained herein.

22. RESTRICTIONS ON TRANSFER:

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

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

23. FOREIGN PURCHASER/S/ALLOTTEE/S:

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

be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

23(b) The Purchaser(s) / Allottee(s) shall keep the Promoters/Developers 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/Developers immediately and comply with necessary formalities if any under the applicable laws. The Promoters/Developers shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser(s) / Allottee(s) and such third party shall not have any right in the application/allotment of the said premises applied for herein in any way and the Promoters/Developers shall be issuing the payment receipts in favour of the Purchaser(s) / Allottee(s) only.

24. REPRESENTATIONS OF THE PROMOTERS/DEVELOPERS:

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

(i) The Promoters/Developers have absolute, clear and marketable title in respect of the said plot and have the requisite rights to carry out development upon the said plot and the Promoters/Developers have the absolute, actual, physical and legal possession of the said plot for the Project.

(ii) The Promoters/Developers have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.

(iii) There are no encumbrances upon the said plot or the Project;

(iv) There are no litigations pending before any Court of law with respect to the said plot, Project or the said premises.

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said plot and said premises are valid and subsisting and have been obtained by following due process of law. Further, the Promoters/Developers have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said plot, Building and said premises and common areas.

(vi) The Promoters/Developers 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/Developers have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said plot, including the Project and the said premises which will, in any manner, affect the rights of Purchaser(s) / Allottee(s) under this Agreement.

(viii) The Promoters/Developers confirms that the Promoters/Developers are not restricted in any manner whatsoever from selling the said premises to the Purchaser(s) / Allottee(s) in the manner contemplated in this Agreement.

(ix) The said plot is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said plot.

(x) The Promoters/Developers 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, currently applicable and currently payable with respect to the said project to the competent Authorities.

(xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said plot) has been received by or served upon the Promoters/Developers in respect of the said plot and/or the Project.

25. The Promoters/Developers have informed the Purchaser/s/Allottee/s about its intention to sell the parapet walls of terrace, boundary walls on the external periphery of the said Building (hereinafter called "the said Display Space") and the same shall be utilized only for the purpose of the advertisement which includes hoarding any display of such sign-boards as well as neon light and the Purchaser/s/Allottee/s of such Display space shall install separate electric meter for neon-light and shall also bear and pay the Government taxes directly or through the society. The Purchaser/s/Allottee/s of the said Display space shall not contribute any other outgoings to the said Society. The Purchaser(s) / Allottee(s) herein shall not object in any manner and shall co-operate with the Purchaser/s/Allottee/s of such Display space as admitting him/her/them as nominal member of the said Society etc. The Purchaser/s/Allottee/s society will honor the agreement/understanding between the Promoters/Developers and holder of Display space. The Promoters/Developers can display their Company name/Logo and put neon Sign/Display at the suitable place of the said Building and the Purchaser/s/Allottee/s/Society will not object it, without being liable to pay any compensation, consideration to the Society or its members. The Promoters/Developers shall install separate Electric Meter for neon-light and

shall bear and pay the charges as per the Bills for the electricity consumed thereof directly to MSEB.

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

27. NOTICES AND CORRESPONDANCE:

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

Address: _____

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

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

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

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

30. ENTIRE AGREEMENT:

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

31. RIGHT TO AMEND:

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

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

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchaser(s) / Allottee(s) of the said premises, in case of a transfer, as the said obligations go along with the said premises for all intents and purposes.

33. WAIVER NOT A LIMITATION TO ENFORCE:

(a) The Promoters/Developers 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/Developers in the case of one Purchaser(s)/Allottee(s) shall not be construed to be a precedent and /or binding on the Promoters/Developers to exercise such discretion in the case of other Purchaser(s) / Allottee(s).

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

34. 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 there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Real Estate (Regulation And Development) Act, 2016 or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

35. 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) 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 Premises/ plots in the Project.

36. BINDING EFFECT:

Forwarding this Agreement to the Purchaser(s) / Allottee(s) by the Promoters/Developers does not create a binding obligation on the part of the Promoters/Developers 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/Developers. If the Purchaser(s) / Allottee(s) fails to execute and deliver to the Promoters/Developers 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/Developers, then the Promoters/Developers shall serve a notice to the Purchaser(s) / Allottee(s) for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Purchaser(s) / Allottee(s), application of the Purchaser(s) / Allottee(s) shall be treated as cancelled and all sums deposited by the Purchaser(s) /

Allottee(s) in connection therewith including the booking amount shall be returned to the Purchaser(s) / Allottee(s) without any interest or compensation whatsoever.

37. 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.

38. JOINT ALLOTTEES:

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

39. PLACE OF EXECUTION:

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

40. 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.

FIRST SCHEDULE

(THE DESCRIPTION OF THE LAND)

ALL that piece or parcel of a plot of land bearing **Plot No. 36, Sector - 15, in village / site Ghansoli of 12.5% (Erstwhile Gaothan Expansion Scheme), containing by measurement 799.83 Sq. Mtrs.,** or thereabout and bounded as follows :-

THAT IS TO SAY :-

ON THE NORTH BY : PLOT NO. 35
ON THE SOUTH BY : PROP. 9.00 MTRS. WIDE ROAD
ON THE EAST BY : 20.00 MTRS. WIDE ROAD
ON THE WEST BY : PLOT NO. 38 & PLOT NO. 39

THIS SCHEDULE ABOUT REFERRED TO ABOVE

DESCRIPTION OF FLAT

FLAT bearing No. _____ on _____ FLOOR, the building known as “**SAI PALACE**”, the above said building on **Plot No. 36, admeasuring _____ Sq. Mtrs. Carpet area,** additional areas admeasuring of **C.B. _____ Sq. Mtrs., Enclosed balcony _____ Sq. Mtrs., F.B. _____ Sq. Mtrs., Terrace _____ Sq. Mtrs.,** under 12.5% G. E. Scheme, Sector - 15, Village **Ghansoli, Navi Mumbai, Tal. & Dist. Thane,** and Sub-Dist. Thane.

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

SIGNED, SEALED AND DELIVERED BY)
M/S. JAGRUTI CONSTRUCTION)
through its Proprietor)
MR. PRAVIN NARSI MANANI)
IN THE PRESENCE OF

1.

2.

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

1.

2.

RECEIPT

RECEIVED amount of Rs. _____/- (Rupees _____
_____) Only) by cheque from _____
_____, the Purchaser/s/Allottee/s being the part payment for the
sale of **FLAT bearing No.** _____ on _____ **FLOOR**, the building known as “**SAI
PALACE**”, the above said building on **Plot No. 36**, area admeasuring _____
Sq. Mtrs. Carpet, additional areas admeasuring of **C.B.** _____ **Sq. Mtrs.**,
Enclosed balcony _____ **Sq. Mtrs.**, **F.B.** _____ **Sq. Mtrs.**, **Terrace** _____ **Sq.**
Mtrs., **Natural Terrace** _____ **Sq. Mtrs.**, under 12.5% G. E. Scheme, Sector - 15,
Village **Ghansoli**, Navi Mumbai, Tal. & Dist. **Thane**.

DETAILS OF PAYMENT

- i) **Rs.** _____/- (**Rupees** _____
Only), paid by Cheque vide its No. _____ **dt.** _____ drawn on
_____.
- ii) **Rs.** _____/- (**Rupees** _____
Only), paid by Cheque vide its No. _____ **dt.** _____ drawn on
_____.
- iii) And balance amount of **Rs.** _____/- (**Rupees** _____
_____) **Only** shall be paid time to time
according to the above payment schedule through bank loan/any other form of
Finance.

(subject to realization of Cheques)

I/WE SAY RECEIVED
Rs.

X

(M/S. JAGRUTI CONSTRUCTION)
through its Proprietor
MR. PRAVIN NARSI MANANI

WITNESSES:-

1. _____

2. _____

SPECIFICATION AND AMENITIES FOR DELUXE FLAT

FLOORING

- Vitrified flooring in all rooms.

KITCHEN

- Granite kitchen Platform with S. S. Sink
- Wall tiles dado up to 7 ft height.
- Fridge, Water filter, Exhaust fan points.

DOORS

- Decorative main door
- Decorative laminated flush internal doors
- Good quality brass fixture & fittings

WINDOWS

- Anodized aluminum sliding windows
- Anodized aluminum glass louvered window in toilets

BATH & WC

- Designer glazed tiles dado up to 7 ft height
- Good quality sanitary wares fitting
- Concealed plumbing with premium quality CP fittings

WALLS & PAINTS

- Gypsum finished internal walls with acrylic distemper paint
- Acrylic paint for external walls

ELECTRIFICATION

- Concealed Copper wiring & fittings
- Provision of cable TV & Telephone points in living & master bedroom

WATER

- Underground & overhead water tank with adequate water storage capacity

TERRACE

- Special brickbat water proofing treatment

SECURITY

- Effective surveillance system

LIST OF ANNEXURES:

Annexure "A" ---	Commencement Certificate
Annexure "B" ---	Report on Title
Annexure "C" ---	Rera Certificate.
Annexure "D" ---	Typical floor plan of the Flat
Annexure "E" ---	List of Amenities.

AGREEMENT FOR SALE

(Under the provision of Maharashtra
Ownership Flat Act, 1963)

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NODE : FLAT BEARING NO. _____ **ON** _____ **FLOOR**, THE BUILDING
KNOWN AS “**SAI PALACE**”, THE ABOVE SAID BUILDING ON **PLOT NO. 36**
UNDER 12.5% G. E. SCHEME, SECTOR - 15, VILLAGE **GHANSOLI**, **NAVI**
MUMBAI, TAL. & DIST. THANE.

=====

MARKET VALUE : **RS.**

STAMP DUTY : **RS.**

REGN. CHARGES : **RS.**

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SALE PRICE : RS.

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