

AGREEMENT FOR SALE

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

PRAJAPATI CONSTRUCTIONS LIMITED (holding its PAN No. AAACP7427M), a Limited Company incorporated under the Companies Act, 1956, having its registered Office at 406-407, Persipolis Building, Plot no. 74, Sector- 17, Vashi, Navi Mumbai – 400 703, through its Director/s **MR.** _____, hereinafter referred to as the **“PROMOTERS”** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest, executors, administrators and permitted assigns) of the **ONE PART**

AND

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

[OR]

[If the Purchaser/Allottee is a Company]

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

[OR]

[If the Purchaser/Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, authorized *vide* _____, hereinafter referred to as the "**THE PURCHASER/S/ALLOTTEE/S**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **OTHER PART**.

[OR]

[If the Purchaser/Allottee is a HUF]

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

WHEREAS:-

1. The City and Industrial Development Corporation of Maharashtra Limited is a Government Company within the meaning of the Companies Act, 1956, (hereinafter referred to as "The Corporation/CIDCO Ltd") having its registered office at Nirmal, 2nd floor, Nariman Point, Mumbai - 400 021. The Corporation has been declared as a New Town Development Authority, under the provisions of sub sec. (3-A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act No. XXXVIII of 1966 hereinafter referred to as 'the said Act') for the New Town of Navi Mumbai by Government of Maharashtra in the exercise of its powers for the area designated as Site for New Town under sub-section (1) of Section 113 of the said Act.
2. The State Government has acquired lands within the designated area of Navi Mumbai and vested the same in the Corporation by an order duly made on that behalf as per the provisions of Sec.113 of the said Act.
3. By virtue of being the Development Authority, the Corporation has been empowered under Section 118 of the said Act to dispose off any land acquired by it or vested into it in accordance with the proposal approved by the State Government under the said Act.
4. By an Agreement to Lease dated 05-03-1987 executed between the CIDCO Ltd. of the One part and Mr. Manmohan Sarpal of the Other Part (hereinafter referred to as the First Original Licensee), the CIDCO Ltd. agreed to grant on lease to the said First Original Licensee and the said First Original agreed to grant on lease from the CIDCO Ltd., the land bearing Plot No. 172, Sector No.10, New Panvel (E), Tal. Panvel, Dist. Raigad, (hereinafter referred to as the said First Plot), with FSI 0.5 for Residential purpose for such lease premium and upon such terms and conditions as are mentioned in the said Agreement.
5. By an Agreement to Lease dated 05-03-1987 executed between the CIDCO Ltd. of the One part and Mrs. Shahin Basu Majumdar of the Other Part (hereinafter referred to as the Second Original Licensee), the CIDCO Ltd. agreed to grant on lease to the said Second Original Licensee and the said Second Original Licensee agreed to grant on lease from the CIDCO Ltd., the land bearing Plot No. 173, Sector No.10, New Panvel (E), Tal. Panvel, Dist. Raigad, (hereinafter referred to as the said Second Plot), with FSI 0.5 for Residential purpose for such lease premium and upon such terms and conditions as are mentioned in the said Agreement.

6. By an Agreement to Lease dated 05-03-1987 executed between the CIDCO Ltd. of the One part and Mr. V. Satyanarayanan of the Other Part (hereinafter referred to as the Third Original Licensee), the CIDCO Ltd. agreed to grant on lease to the said Third Original Licensee and the said Third Original Licensee agreed to grant on lease from the CIDCO Ltd., the land bearing Plot No. 174, Sector No.10, New Panvel (E), Tal. Panvel, Dist. Raigad, (hereinafter referred to as the said Third Plot), with FSI 0.5 for Residential purpose for such lease premium and upon such terms and conditions as are mentioned in the said Agreement.

7. By an Agreement to Lease dated 05-03-1987 executed between the CIDCO Ltd. of the One part and the Mr. P. K. Ramachandran of the Other Part (hereinafter referred to as the Fourth Original Licensee), the CIDCO Ltd. agreed to grant on lease to the said Fourth Original Licensee and the said Fourth Original Licensee agreed to grant on lease from the CIDCO Ltd., the land bearing Plot No. 186, Sector No.10, New Panvel (E), Tal. Panvel, Dist. Raigad, (hereinafter referred to as the said Fourth Plot), with FSI 0.5 for Residential purpose for such lease premium and upon such terms and conditions as are mentioned in the said Agreement.

8. By an Agreement to Lease dated 05-03-1987 executed between the CIDCO Ltd. of the One part and Mr. Deepak Tyagi of the Other Part (hereinafter referred to as the Fifth Original Licensee), the CIDCO Ltd. agreed to grant on lease to the said Fifth Original Licensee and the said Fifth Original Licensee agreed to grant on lease from the CIDCO Ltd., the land bearing Plot No. 187, Sector No.10, New Panvel (E), Tal. Panvel, Dist. Raigad, (hereinafter referred to as the said Fifth Plot), with FSI 0.5 for Residential purpose for such lease premium and upon such terms and conditions as are mentioned in the said Agreement.

9. By an Agreement to Lease dated 05-03-1987 executed between the CIDCO Ltd. of the One part and Mr. K. V. Sundaram of the Other Part (hereinafter referred to as the Sixth Original Licensee), the CIDCO Ltd. agreed to grant on lease to the said Sixth Original Licensee and the said Sixth Original Licensee agreed to grant on lease from the CIDCO Ltd., the land bearing Plot No. 188, Sector No.10, New Panvel (E), Tal. Panvel, Dist. Raigad, (hereinafter referred to as the said Sixth Plot), with FSI 0.5 for Residential purpose for such lease premium and upon such terms and conditions as are mentioned in the said Agreement.

10. By an Agreement to Lease dated 05-03-1987 executed between the CIDCO Ltd. of the One part and Mr. Mohammed Abdul Zakee of the Other Part (hereinafter referred to as the Seventh Original Licensee), the CIDCO Ltd. agreed to grant on lease to the said Seventh Original Licensee and the said Seventh Original Licensee agreed to grant on lease from the CIDCO Ltd., the land bearing Plot No. 189, Sector No.10, New Panvel

(E), Tal. Panvel, Dist. Raigad, (hereinafter referred to as the said Seventh Plot), with FSI 0.5 for Residential purpose for such lease premium and upon such terms and conditions as are mentioned in the said Agreement.

11. By an Agreement to Lease dated 05-03-1987 executed between the CIDCO Ltd. of the One part and the Original Licensee Mr. Hiro Pessumal Advani of the Other Part (hereinafter referred to as the Eighth Original Licensee), the CIDCO Ltd. agreed to grant on lease to the said Eighth Original Licensee and the said Eighth Original Licensee agreed to grant on lease from the CIDCO Ltd., the land bearing Plot No. 190, Sector No.10, New Panvel (E), Tal. Panvel, Dist. Raigad, (hereinafter referred to as the said Eighth Plot), with FSI 0.5 for Residential purpose for such lease premium and upon such terms and conditions as are mentioned in the said Agreement.

12. The said First Original Licensee, Second Original Licensee, Third Original Licensee, Fourth Original Licensee, Fifth Original Licensee, Sixth Original Licensee, Seventh Original Licensee and Eighth Original Licensee are hereinafter collectively referred to as "the said Original Licensees".

13. The CIDCO Ltd. had, vide its Order dated 19-10-1998, cancelled the Principal Agreements in respect of the said First plot, Second plot, Third plot, Fourth plot, Fifth plot, Sixth plot, Seventh plot and Eighth plot and revoked the license granted therein. Aggrieved by the cancellation of the Principal Agreements by the CIDCO Ltd., the said Original Licensees (the Petitioners in the Writ Petition No.2275 of 1993) had filed Writ Petition No.2275 of 1993 before the Hon'ble High Court at Bombay. Vide its Judgment pronounced on 02-05-2008, the Hon'ble High Court was pleased to dispose off the said Writ Petition No.2275 of 1993, thereby quashing and setting aside the Order dated 19-10-1998 of the CIDCO Ltd.

14. As per the said Judgment dated 02-05-2008 passed by the High Court, the possession of the said First plot, Second plot, Third plot, Fourth plot, Fifth plot, Sixth plot, Seventh plot and Eighth plot has been resumed to the said Original Licensees with FSI 1.0. However instead of taking possession of the said First plot, Second plot, Third plot, Fourth plot, Fifth plot, Sixth plot, Seventh plot and Eighth plot, the said Original Licensees requested CIDCO Ltd. to transfer their leasehold rights of their respective plots to the Promoters herein.

15. Further, upon the said Original licensees applying to CIDCO Ltd. for the transfer of the assignment of the rights of their respective plots in favour of the Promoters herein and paying the transfer charges payable to CIDCO Ltd., the CIDCO Ltd., vide its separate letters addressed to all the said Original Licensees for their respective plots, have transferred the leasehold rights in respect of the said First plot, Second plot, Third

plot, Fourth plot, Fifth plot, Sixth plot, Seventh plot and Eighth plot in favour of the Promoters herein.

16. Accordingly, by a Modified Agreement to Lease dated 19-12-2014 between the CIDCO Ltd. of the One Part and the Promoters herein as the New Licensee of the Other Part, the CIDCO Ltd. transferred the said First Plot admeasuring 418 Sq. Mtrs. to the Promoters herein with FSI 1.00 (one) and upon such terms and conditions as are mentioned therein. The said Modified Agreement to Lease has been registered before the Sub-Registrar Panvel-4 bearing No. PVL4-8-2015 dated 01-01-2015.

17. By a Modified Agreement to Lease dated 14-11-2014 between the CIDCO Ltd. of the One Part and the Promoters herein as the New Licensee of the Other Part, the CIDCO Ltd. transferred the said Second plot admeasuring 225 Sq. Mtrs. to the Promoters herein with FSI 1.00 (one) and upon such terms and conditions as are mentioned therein. The said Modified Agreement to Lease has been registered before the Sub-Registrar Panvel-4 bearing No. PVL4-25-2015, dated 01-01-2015.

18. By a Modified Agreement to Lease dated 14-11-2014 between the CIDCO Ltd. of the One Part and the Promoters herein as the New Licensee of the Other Part, the CIDCO Ltd. transferred the said Third Plot admeasuring 225 Sq. Mtrs. to the Promoters herein with FSI 1.00 (one) and upon such terms and conditions as are mentioned therein. The said Modified Agreement to Lease has been registered before the Sub-Registrar Panvel-4 bearing No. PVL4-26-2015 dated 01-01-2015.

19. By a Modified Agreement to Lease dated 25-11-2014 between the CIDCO Ltd. of the One Part and the Promoters herein as the New Licensee of the Other Part, the CIDCO Ltd. transferred the said Fourth Plot admeasuring 225 Sq. Mtrs. to the Promoters herein with FSI 1.00 (one) and upon such terms and conditions as are mentioned therein. The said Modified Agreement to Lease has been registered before the Sub-Registrar Panvel-4 bearing No. PVL4-27-2015 dated 01.01.2015.

20. By a Modified Agreement to Lease dated 20-11-2014 between the CIDCO Ltd. of the One Part and the Promoters herein as the New Licensee of the Other Part, the CIDCO Ltd. transferred the said Fifth Plot admeasuring 225 Sq. Mtrs. to the Promoters herein with FSI 1.00 (one) and upon such terms and conditions as are mentioned therein. The said Modified Agreement to Lease has been registered before the Sub-Registrar Panvel-4 bearing No. PVL4-28-2015 dated 01-01-2015.

21. By a Modified Agreement to Lease dated 20-11-2014 between the CIDCO Ltd. of the One Part and the Promoters herein as the New Licensee of the Other Part, the CIDCO Ltd. transferred the said Sixth Plot admeasuring 225 Sq. Mtrs. to the Promoters herein with FSI 1.00 (one) and upon such terms and conditions as are mentioned

therein. The said Modified Agreement to Lease has been registered before the Sub-Registrar Panvel-4 bearing No. PVL4-29-2015 dated 01-01-2015.

22. By a Modified Agreement to Lease dated 20-11-2014 between the CIDCO Ltd. of the One Part and the Promoters herein as the New Licensee of the Other Part, the CIDCO Ltd. transferred the said Seventh Plot admeasuring 342 Sq. Mtrs. to the Promoters herein with FSI 1.00 (one) and upon such terms and conditions as are mentioned therein. The said Modified Agreement to Lease has been registered before the Sub-Registrar Panvel-4 bearing No. PVL4-30-2015 dated 01-01-2015.

23. By a Modified Agreement to Lease dated 25-11-2014 between the CIDCO Ltd. of the One Part and the Promoters herein as the New Licensee of the Other Part, the CIDCO Ltd. transferred the said Eighth Plot admeasuring 225 Sq. Mtrs. to the Promoters herein with FSI 1.00 (one) and upon such terms and conditions as are mentioned therein. The said Modified Agreement to Lease has been registered before the Sub-Registrar Panvel-4 bearing No. PVL4-31-2015 dated 01-01-2015.

24. Upon the Promoters herein requesting CIDCO Ltd. for permission to amalgamate First plot, Second plot, Third plot, Fourth plot, Fifth plot, Sixth plot, Seventh plot and Eighth plot and paying to the CIDCO Ltd. the administrative charges payable to CIDCO Ltd., the CIDCO Ltd., vide its letter dated 15-06-2017 granted its no objection for amalgamation of the said First plot, Second plot, Third plot, Fourth plot, Fifth plot, Sixth plot, Seventh plot and Eighth plot upon such terms and conditions as are mentioned therein.

25. Pursuant thereto, by a Modified Agreement dated 21-08-2017 executed by the CIDCO Ltd. and the Promoters herein, the CIDCO Ltd. agreed to grant to the Promoters herein on leasehold basis the aforesaid plots being the said First plot, Second plot, Third plot, Fourth plot, Fifth plot, Sixth plot, Seventh plot and Eighth Plot, which are amalgamated and introduced as a single plot and which shall be read as Plot no. 172 to 174 and Plot no. 186 to 190, situate in Sector No.10, New Panvel (E), Tal. Panvel, Dist. Raigad, aggregately admeasuring 2110 Square Meters to construct and develop building or buildings for such lease premium and subject to the terms & conditions and covenants as contained and stated in the said Agreement. The said Agreement to Lease is registered with the Sub-Registrar of Assurances under Serial No. 601 - 2018 dated 29-01-2018.

26. Upon the Promoters herein applying and paying the additional lease premium payable for obtaining the additional FSI, the CIDCO Ltd., by its letter dated 29-05-2018, has granted the additional FSI of 0.5, thus increasing the FSI from 1.0 to 1.5 in respect of the aforesaid amalgamated Plot.

27. The CIDCO Ltd., by its Corrigendum dated 24-09-2018, intimated the Promoters herein that at the time of revised final demarcation of the aforesaid amalgamated plot, it appeared that the area of the said amalgamated plot has been decreased by 35.93 Sq. meters, i.e., from 2110 Square meters to 2074.07 Sq. meters. Thus, the aforesaid amalgamated Plot no. 172 to 174 and Plot no. 186 to 190, situate in Sector No.10, New Panvel (E), Tal. Panvel, Dist. Raigad, admeasuring 2074.07 Square Meters is hereinafter referred to as **“the said Plot”**) and which is more particularly described in the First Schedule hereunder written.

28. In the above circumstances, the Promoters herein are entitled to develop the said plot by constructing a Residential-cum-Commercial Building as per the building plans sanctioned by the concerned Authority.

29. The Promoters herein, through their Architect, **“SOYUZ TALIB ARCHITECTS PVT LTD.”**, having its Office at 1406 14th Floor Plot No. 5 Kesar Solitaire Building, Sector 19, Sanpada, Navi Mumbai, Maharashtra 400 703, had prepared and submitted to the Panvel Municipal Corporation (PMC) and other authorities the building plans, specifications and designs for the said plot by utilizing the permissible FSI, by proposing to construct Residential-cum-Commercial building on the said plot. The PMC had sanctioned the building plans, specifications and designs submitted by the Promoters and granted its Development permission and Commencement Certificate, vide its letter dated 13-11-2018, having reference no. 2018/PMC/TP/BP/503/2018, to construct a Residential-cum-Commercial Building comprising of Ground + 17 upper floors (hereinafter referred to as the said Layout). The Purchaser/s is/are informed and is/are aware and the Purchaser/s hereby accept/s that the Promoters are free and entitled to amend and/or modify the said plans and add additional floors to the said Building or alter the user of any of the present users i.e. flat/shop into any other permissible user as may be possible and permissible, provided however the same does not in any manner prejudicially alter the plan and specifications of the Flat/Shop agreed to be purchased by the said Purchaser/s. The copy of the said Commencement Certificate dated 13-11-2018 is annexed hereto and collectively marked as **Annexure “A”**.

30. The Promoters have also appointed **“VIKAS GOKHALE”** having their office at 207, Lodha Supremus 2, Wagle Estate, Thane West – 400 604, as RCC Consultants and have entered into standard Agreement for carrying out the construction of the said Building/s. The Promoters have also entered into a standard agreement with the Architect for preparing plans of the said Building/s.

31. The said plot is earmarked for the purpose of building a Residential-cum-Commercial Project/Building consisting of Ground + 17 upper floors, whereby (i) Ground Floor is reserved for Commercial Shops and Puzzle Parking, (ii) First Floor is reserved for Commercial Units (Offices), (iii) Second Floor is reserved for Podium and Amenities and (iv) Third Floor to Seventeenth Floor is reserved for the Residential Flats. The Project shall be known as **“PRAJAPATI OPAL”** (hereinafter referred to as the said Building/ Project).

32. By a Simple Mortgage Deed dated 20-03-2018 executed between the Promoters herein AND M/s. Indiabulls Commercial Credit Limited, the Promoters herein had availed Loan from the said M/s. Indiabulls Commercial Credit Limited by mortgaging the said plot together with all the present and/ or future FSI and all the present and/ or future structures, Buildings, furniture, fixtures, fittings, standing and/ or plant and machinery installed/ to be installed and/ or constructed / to be constructed thereon along with the other property and upon such terms and conditions as mentioned therein. The said Simple Mortgage Deed is registered with Sub Registrar of Assurances at Panvel under Serial No. 2846 - 2018 dated 20-03-2018.

33. The Promoters have registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at Mumbai on **28/12/2018** under registration no. **P52000019078**. The copy of the Certificate of RERA Registration of the Project is annexed hereto and marked as **Annexure “B”**.

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

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

36. The Purchaser/s has/have seen the approved plans as prepared by the Architect and the Purchaser/s is/are aware that the Promoters may change the said building plans from time to time and/or as may be required by the PMC/CIDCO Ltd. and/or any other concerned authorities while giving approval for the same. A Layout Plan of the said plot is annexed hereto and marked as **Annexure “C”**.

37. The Promoters have now commenced construction of the Building on the said Plot in accordance with the sanctioned plans as per Commencement Certificate dated 13-11-2018. The Promoters shall continue development of the said plot in accordance with such further development permission and Commencement Certificate. As per the terms & conditions of the said Agreement to Lease, the Promoters are desirous of selling premises in the said proposed building project which is intended to be named as "**PRAJAPATI OPAL**" or having such name as the Promoters may decide. The Purchaser/s has/have, after understanding the manner in which the development of the said plot shall be completed by the Promoters, agreed to purchase from the Promoters a Flat/Shop in the said Project for such consideration and upon such terms and conditions as appearing hereinafter.

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

39. I. The Promoters have unequivocally divulged to the Purchaser that M/s. Indiabulls Commercial Credit Limited, have by their letter dated 16th March 2018 bearing Ref. No. 916475, sanctioned Loan facility to them (i.e. Promoters) pursuant where to they, the Promoters, have with the prior permission of CIDCO mortgaged the Project Land/unsold flats to them (M/s. Indiabulls Commercial Credit Limited,) by the Simple Mortgage Deed dated 20th March 2018, which fact the Purchaser/s has/have taken note of with concurrence.

II. The Promoters had repaid the said entire loan amount to the said M/s. Indiabulls Commercial Credit Limited, and the Promoters have received from the said M/s. Indiabulls Commercial Credit Limited, the No Dues Certificate, vide letters dated 06th June, 2019. A copy of the said No Dues Certificate-LLAP ICCL dated 06th June, 2019 issued by M/s. Indiabulls Commercial Credit Limited, is annexed hereto and marked as **Annexure "E"**.

III. Subsequent thereto, by a Deed of Reconveyance dated 13th June, 2019 executed between the M/s. Indiabulls Commercial Credit Limited, and the Promoters herein along with other Mortgagors/ Borrower, the M/s. Indiabulls Commercial Credit

Limited, has released in favour of the Promoters and the other Mortgagors/ Borrower the said plot along with the other properties as mentioned therein and upon such terms and conditions as mentioned in the said Deed. The said Deed of Reconveyance is registered with Sub Registrar of Assurances, Panvel under SR. No. PVL3/9765/2019 dated 13/06/2019.

IV. The Promoters have unequivocally divulged to the Purchaser that Tata Capital Housing Finance Limited have by their letter dated 04th April, 2019, sanctioned Construction Finance facility to them (i.e. Promoters) pursuant where to they, the Promoters have mortgaged the Project Land/unsold flats to them (Tata Capital Housing Finance Limited) by the Deed of Simple Mortgage dated 24th June, 2019. The said Deed of Simple Mortgage is registered with Sub Registrar of Assurances, Panvel under SR. No. PVL2/7849/2019 dated 25/06/2019, which fact the Purchaser/s has/have taken note of with concurrence.

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

- a i. Agreements to Lease with CIDCO Ltd. all dated 05-03-1987 in favour of all the Original Licensees in respect of the said First plot, Second plot, Third plot, Fourth plot, Fifth plot, Sixth plot, Seventh plot and Eighth plot.
- ii. Judgment pronounced on 02.05.2008 by the Hon'ble High Court disposing off the Writ Petition No.2275 of 1993 filed by the aforesaid Original Licensees,
- iii. CIDCO's letters addressed to the said Original Licensees for their respective plots transferring the said First plot, Second plot, Third plot, Fourth plot, Fifth plot, Sixth plot, Seventh plot and Eighth plot in favour of the Promoters herein.
- iv. Separate Modified Agreements executed by CIDCO Ltd. in favour of the Promoters herein in respect of the said First plot, Second plot, Third plot, Fourth plot, Fifth plot, Sixth plot, Seventh plot and Eighth plot respectively with FSI 1.0.
- v. CIDCO's Letter dated 15-06-2017 for granting no objection to amalgamate the said First plot, Second plot, Third plot, Fourth plot, Fifth plot, Sixth plot, Seventh plot and Eighth plot.
- vi. Modified Agreement dated 21-08-2017 executed between CIDCO Ltd. and the Promoters herein for the amalgamated plot.
- vii. Simple Mortgage Deed dated 20-03-2018.
- viii. CIDCO's letter dated 29-05-2018 for granting additional FSI of 0.5, thus increasing the FSI from 1.0 to 1.5 in respect of the said Plot.
- ix. CIDCO's Corrigendum dated 24-09-2018 for area after final demarcation of plot.
- x. Report on Title issued by Kishore Rathod Associates.
- xi. Letter by the Promoters to the Bank for obtaining No objection for the sale of the said premises.

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

b. All plans sanctioned by the PMC and other authorities, the designs, specifications, etc., submitted to PMC and other authorities as required under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made there under, including the Commencement Certificate dated 13-11-2018.

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

40. On satisfying himself/herself about the plans and other terms and conditions including the Title, the Purchaser/s hereby agree/s to purchase Flat/Shop No. _____ on the _____ Floor, admeasuring _____ square meters (Carpet Area) equivalent to _____ square feet or thereabouts in the Project/Building known as “**PRAJAPATI OPAL**” 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 “F”**. This carpet area is inclusive of unfinished wall surfaces, area under RCC column, shear wall and other such structural members of the premises in the Building on the said Plot being constructed thereof, as per the rules and regulations of Real Estate (Regulation and Development) Act, 2016.

b) The carpet area mentioned in the immediately preceding clause means the net useable floor area of the apartment/flat including the area covered by the internal walls but excluding the area covered by:

The enclosed balcony which is _____ square meters for the exclusive use of the Purchasers.

Explanation: The enclosed balcony means the balcony that has been permitted to be enclosed as per the approved plan under Regulation 16.3(5)(d) of the GDCR for Navi Mumbai, 1975.

41. The Promoters have further represented that as per the sanctioned Building plans, PMC has sanctioned certain additional areas as permitted under GDCR. The Certificate of the Architect detailing the aforesaid additional areas is annexed hereto and marked as **Annexure “G”**. The Promoters have paid necessary premium/charges to PMC for securing the sanction of the said additional areas from the PMC. The aforesaid

additional areas are fused to the said premises. However, the Promoters have not charged any additional consideration for the aforesaid additional areas from the Purchaser/s.

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

43. 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.

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

45. 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 are the Promoters and all references herein shall be read and construed accordingly. The said Real Estate (Regulation and Development) Act, 2016 shall be hereinafter referred to as the "Act" and the Rules framed there under shall be referred to as the "Rules".

2. INSPECTION OF DOCUMENTS AND SITE VISIT:

The Purchaser/s has/have inspected the Agreements, sanctioned plans and other relevant documents required to be given by the Promoter under the provisions of the Act 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 PMC and other relevant authorities. The Purchaser/s bind/s

himself/herself/themselves to adhere with terms and conditions of all documents/correspondence with CIDCO Ltd./PMC/other concerned authorities. All the liabilities pertaining to the above shall be borne and paid by the Purchaser/s as and when demanded by the CIDCO Ltd./PMC/other concerned authorities or the Promoters.

3. ADDITIONS & ALTERATIONS:

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

4. SALE OF PREMISES AND PAYMENT CONDITIONS:

4 (a) The Purchaser/s hereby agree/s to purchase Flat/Shop No. _____ on the _____ Floor, admeasuring about _____ square meters equivalent to _____ square feet or thereabouts (Carpet Area) in the Building/Project known as "**PRAJAPATI OPAL**" which is being constructed on the said plot, and *pro rata* share in the common areas [("**Common Areas**") as defined under clause(n) of Section 2 of Real Estate (Regulation and Development) Act, 2016] (hereinafter referred to as the said Premises and which is more particularly described in the Second Schedule hereunder written) for a total consideration of Rs. _____ /- (Rupees _____

Only). As mutually discussed and agreed between the Promoters and the Purchaser/s, the said total consideration shall be paid by the Purchaser/s to the Promoters as per the Payment Schedule annexed hereto and marked as **ANNEXURE "H"** (Time being essence of the contract). The above consideration does not include various other charges and expenses more particularly mentioned in this Agreement, and the same shall be paid by the Purchaser/s over and above the consideration mentioned herein on their respective due dates.

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

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

4 (d) The Promoters shall periodically give intimation to the Purchaser(s)/Allottee(s), on the amount payable as stated in Clause 4(a) above and the Purchaser(s)/Allottee(s) shall make payment within 15 (fifteen) days from the date of such written intimation. In addition, the Promoters shall provide to the Purchaser(s)/Allottee(s) the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies, etc. have been imposed or become effective.

4 (e) The said total consideration is mutually agreed upon and subject to such increases which are due on account of development charges or any other charges, deposits, fees, etc. payable to the competent authority and/or any other increase in Taxes, Charges, Cess which may be levied or imposed by the competent authority from time to time. The Purchaser/s hereby agree/s, declare/s, confirm/s and undertake/s to pay such additional increase in Taxes, Charges, Cess as shall be demanded by the Promoters from time to time without raising any dispute or challenging the same before any appropriate Forum.

4 (f) The Carpet area of the said premises is in accordance with the definition of the Carpet area as per the Real Estate (Regulation and Development) Act, 2016. Further, the Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the carpet area mentioned in this Agreement is on the basis of unfinished internal wall surface, area under RCC Column and shear wall and other such structural members of the premises and the carpet area of the said premises upon completion shall include the plastering on the Wall, POP, if any, the areas under the wall and under RCC columns, shear walls and other structural members. Therefore, the Promoters have informed the Purchaser/s and the Purchaser/s is aware that there is likelihood that there can be some discrepancy in the Carpet area mentioned in this Agreement and the final carpet area of the said premises upon completion. 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. The Promoters shall confirm the final carpet area that has been allotted to the Purchaser(s)/Allottee(s) after the construction of the Building/s is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. If there is any reduction in the carpet area within the defined limit, the total price payable for the carpet area shall be recalculated upon receiving the net carpet area statement for the said Premises from the Project Architect. In case there is any reduction in carpet area, subject to the permissible variation cap, then Promoters shall refund the excess money paid by Purchaser(s)/Allottee(s) within the time prescribed in law as specified in the Rules and if there is any increase in the carpet area allotted to Purchaser(s)/Allottee(s), the Promoters shall demand the increased consideration from the Purchaser(s)/Allottee(s) in the immediate next milestone of the Payment Schedule. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 4(a) herein. It is agreed between the parties hereto that in case of increase or reduction in carpet area, both the Promoters and the Purchaser/s shall execute a Deed of Rectification or any other appropriate document wherein the said new carpet area of the said Premises shall be mentioned along with such other additions and alterations to this Agreement as shall be required by the Promoters in accordance with the said Act. The cost of registration of such Deed of Rectification shall be borne by the Purchaser/s alone.

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

4 (h) The Purchaser/s hereby agree/s, declare/s and confirm/s with the Promoters that at the time of execution of this Agreement, the Purchaser/s shall deposit the entire TDS presently applicable at 1% of the total consideration or such amount of TDS as shall be applicable from time to time and deposit the same with the concerned authorities under Income Tax Department and the Purchaser/s shall file the necessary return of such TDS with the Income Tax authorities within the stipulated period under the Income tax Act, 1961 and shall also issue the TDS Certificate to the Promoters within the stipulated period. NOTWITHSTANDING anything contained herein, it is specifically agreed by the Purchaser that the Purchaser shall be entitled to get the credit of the TDS deducted by him/her/them only if the Promoters are entitled to get the credit from the Income Tax Department of such TDS amount paid by the Purchaser/s. In case if there is any additional TDS required to be deducted (in addition to the TDS already deducted), then the Purchaser/s shall deduct the same as and when required under law and the conditions mentioned above in this Clause shall be applicable for the additional TDS so deducted.

4 (i) At the request of Purchaser/s, the Promoters have agreed to allot Puzzle / Covered Car parking space/s No. _____ to the Purchaser/s upon such terms and conditions as the Promoters may decide in their absolute discretion. The Purchaser/s will be bound to utilize the said Parking space/s only for parking and for no other purpose. The Society shall form the necessary rules & regulations for the car parking space. All the rules & regulations formulated by the Society shall be final and binding on the Purchaser/s. . A copy of car parking plan with marking of above Covered Car parking space/s No. _____ is annexed hereto and marked as **ANNEXURE "I"**.

5. MODE OF PAYMENT:

The payment of all the above installments will be accepted by Cheque/Demand Draft/Pay Order/NEFT/RTGS only and as per the Payment Schedule annexed hereto. The Cheque/s or Demand Draft or Pay Order should be drawn in favour of **PRAJAPATI CONSTRUCTIONS LTD. PRAJAPATI OPAL, Account No. 033405005981**, with **ICICI Bank Ltd., Plot No. 5, Panvel - Matheran Road, Sector 19, New Panvel Branch, ICIC0000334 - IFSC CODE** and shall be sent to office of Promoters at 406-407, Persipolis Building, Plot no. 74, Sector- 17, Vashi, Navi Mumbai – 400 703, either by hand delivery or by Registered A/D or by Courier (Acknowledgement Due in all types of deliveries). In case if the Purchaser/s has/have made the payment by NEFT or by RTGS, then immediately upon the Purchaser/s making such payment to the Promoter's designated account, the Purchaser/s shall intimate to the Promoters the UTR Number, bank details and such other details as shall be required by the Promoters to identify and acknowledge the receipt of the payment by the Promoters. In case the Promoters desire to receive further payments of balance installments favouring certain other Bank Account of the Promoters, then and in that event, the Promoters shall specifically mention the new

Bank Account in the Installment Demand Letter that shall be addressed to the Purchaser/s. Thereafter, the Purchaser/s shall himself/herself/themselves or cause his/her/their financial institution to draw the Cheque/s or Demand Draft or Pay Order favouring the said new Bank Account.

6. TIMELY PAYMENT OF THE INSTALLMENTS:

6(a) The Promoters shall give a Notice to the Purchaser/s intimating the Purchaser/s about the amount of the installment or the balance amount payable by the Purchaser/s to the Promoters in accordance with the Payment Schedule annexed hereto as Annexure H (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. The Purchaser/s will not hold the Promoters responsible for delay in postal service or delay in receipt or non-receipt of the said Notice.

6(b) Both the parties hereby agree with each other that timely payment of all the above installments and every other amount payable by the Purchaser/s under these presents to the Promoters shall be the essence of this contract. Both, the Promoters and the Purchaser/s, has/have mutually agreed that the Purchaser/s shall be liable and responsible to pay all the installments payable for the purchase of the said premises and other charges payable under this Agreement on their respective due dates without committing any delay, default or 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 and Purchaser/s, has/have further agreed that in the event of the Purchaser/s committing any delay, default or demur in paying any three installments then and in that event, the Promoters shall give 15 days' Notice to the Purchaser/s to pay all the outstanding amounts together with fresh installments (if the same becomes due and payable). If the Purchaser/s fail/s to pay the entire outstanding amounts to the Promoters within the time prescribed under the Act and the Rules, then the Promoters shall be entitled to terminate and cancel this Agreement and all legal consequences as per the Act and the Rules shall follow. Subsequent to such termination, the Promoters shall, in addition to the actual cost/losses/expenses that the Promoters may have suffered or incurred or shall suffer or incur in this regard, further deduct 10% of the said total consideration of the said premises as well as the interest accrued on the defaulted payments, and refund the balance amount (if any) to the Purchaser/s. The refund by the Promoters shall be subject to the repayment of the loan amounts and interest and other charges payable under the terms and conditions of mortgage NOC or any other confirmation given to any Bank, NBFC, Financial Institution in case of mortgage of the

said premises. The refund, after deducting such amounts as are deductible under this Agreement, shall be paid directly to such Bank, NBFC, Financial Institution only after the Purchaser/s has/have fully and entirely paid any other balance amount as shall be due and payable by the Purchaser/s to such Bank, NBFC, Financial Institution after adjusting the total refund that the Promoters shall deposit with such Bank, NBFC, Financial Institution. Further, the Purchaser/s shall obtain from such Bank, NBFC, Financial Institution the No Dues Certificate giving the full discharge of the loan taken and also NOC in favour of the Promoters to resell the said premises to any third party without having any reference or recourse to the housing loan taken by the Purchaser/s. In the event of the Purchaser/s not obtaining such No Dues Certificate and NOC within a period of 15 days from the date of such cancellation/ termination, then and in that event, the Purchaser/s shall be liable to pay to the Promoters an interest at the maximum permissible rate for such delay. 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. It is further agreed by the parties hereto that part payment of any installment shall be construed to be a default in the payment of the said installment. The Purchaser/s hereby agree/s and confirm/s to the aforesaid arrangement and agrees not to dispute or raise any objection against the Promoter/s or any Order or judgment that shall be passed against the Purchaser/s in law. In the event of such termination, the Promoters shall be entitled to resell the said premise to such third person/party, as the Promoters may deem fit, necessary and proper and recover and appropriate to themselves the entire sales consideration and other amounts that shall be received from such resale.

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

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

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

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

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

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

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

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

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

(a) The Promoters hereby declare that the Floor Space Index available as on date in respect of the said plot on the basis of 1.5 FSI is $2074.07 \times 1.5 = 3111.11$ sq. meters and the Promoters have planned to utilize the entire Floor Space Index of 3111.11 Sq. meters (As per the said Commencement Certificate Total BUA is 3108.235 Square meters) by availing the entire FSI available as mentioned in the Development Control Regulation which are applicable to the said Project. The Promoters have disclosed that the Floor Space Index on the basis of 1.5 FSI is 3111.11 Sq. meters as proposed to be utilized by them on the said plot in the said Project and the Purchaser(s)/Allottee(s) has/have agreed to purchase the said premises based on the proposed construction and sale of premises to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

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

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

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

and/or authorities. The schedule of the said development will also be determined by the Promoters/at their own discretion.

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

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

(g) The Promoters hereby reserve full right and absolute authority to utilize the (i) entire FSI, (ii) additional FSI, (iii) TDR or any incremental FSI/building potential which the Promoters shall become entitled to in future, (iv) any FSI/benefit that may become available, due to change in rules and regulations of PMC, whereby certain areas which presently are categorizing under consumable FSI, is permitted to be constructed free of FSI or certain additional benefits/ additional FSI is likely to be granted by PMC and other concerned Authorities or (v) by virtue of excluding certain part of area / FSI computed under carpet area subsequently being permitted as free area under the revised rules and regulations of PMC Such additional / incremental/ Free FSI shall be consumed by the Promoters by constructing additional flats either within the said existing structure or by constructing additional floors as may be permitted. Further, the Promoters shall be entitled to utilize, construct, develop and sell/dispose of the premises so constructed by utilizing such FSI, additional FSI, TDR or any incremental FSI/building potential in such manner and in such phases in accordance with Act and Rules of said Real Estate (Regulation and Development) Act, 2016, even after the Co-operative Housing Society is formed and/or Lease Deed/Deed of Assignment for any particular Building is executed by the Promoters. For the aforesaid purpose, the Promoters shall have the right to make addition, raise storey or to put up additional structure which shall be the sole property of the Promoters who will alone be entitled to dispose them off in such a manner and on such terms as the Promoters may deem fit or proper and the Purchaser/s hereby consent to the same. The Promoters shall, after consuming such balance and/or additional FSI/TDR or any incremental FSI/building potential by constructing such permissible tenements on the said plot, be entitled to sell such tenements for such permissible uses, to such persons and for such consideration as they may in their absolute discretion deem fit and proper. Thus, by virtue of the Purchaser/s having signed this Agreement, it shall be construed that the Purchaser/s has/have given his/her/their

specific irrevocably written consent and no objection to the Promoters for submitting the revised layout plans and changing the Building/Premises to be constructed on the said plot, as the Promoters may deem fit proper and necessary in their absolute, unrestricted and unqualified discretion. The Purchaser/s for himself/herself/ themselves and on behalf of his/her/their respective heirs, legal representatives and assigns, hereby gives the Promoters full right and absolute irrevocable, unconditional right authority to carry out the construction by utilizing the balance FSI as per the Revised Building plans that shall be sanctioned by PMC/CIDCO Ltd. and other Authorities, including in accordance with such amendments additions, alterations in such building plans that the Promoters may propose and PMC/CIDCO Ltd. and other Authorities may sanction from time to time and further agree, declare and confirm that the said Revised Building Plan for consumption of the entire available FSI on the basis of 1.5, as shall be sanctioned by PMC/CIDCO Ltd. and the concerned authorities shall be final and binding on the Purchaser/s and his/her/their legal heirs/assigns and neither the Purchaser/s nor his/her/their legal heirs/assigns shall raise any objection or dispute in case of any change in the sanctioned Plan for the balance FSI nor the Purchaser/s or his/her/their legal heirs/assigns cause any hindrance, obstruction in the Promoters carrying out all the development activity on the basis of Revised Building Plan that shall be sanctioned by PMC and other authorities on the said plot. The rights of the Purchaser/s are restricted only to the said premises agreed to be purchased.

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

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

not to challenge, dispute or hamper such development that the Promoters may carry out either on the grounds of nuisance, inconvenience or health grounds or any other grounds or reasons whatsoever.

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

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

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

13. PURCHASER'S COVENANTS:

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

(a) To maintain the said premises at his/her their own costs, charges & expenses in good tenantable repair and condition from the date of receipt of intimation from the Promoters that the said premises is ready, irrespective of the fact whether the

Purchaser/s has/have taken possession or not and shall not do or suffer to be done anything in or to the Building/s in which the said premises is situated, or to act or to do anything against the rules, regulations and bye-laws of concerned local authorities or Co-operative Society or change/alter or make any addition and/or alteration in or to the said premises or any part thereof, without obtaining prior written consent of the Society that shall be formed.

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

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

(e) The Purchaser/s is/are aware that the Promoters 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 change made by the Purchaser/s, if there is any damage to any adjoining premises or any premises above or below the said premises or abutting the said premises or to any portion of the said Building, then the Purchaser/s shall be liable and responsible to carry out the necessary repairs to all such premises or any part of the Building as

may be required under the Act and the Rules and the Promoters shall be absolved of the obligation and the responsibility under the Act and Rules.

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

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

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

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

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

observance of any of the terms & conditions of this Agreement or until the Purchaser/s has/have intimated about the same in writing to the Promoters.

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

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

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

(n) The Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the Project comprises of the Commercial Shops/ Units and the Purchaser/s hereby agree/s, declare/s and confirm/s that the Purchaser/s shall not object to the business including but not limited to Restaurant and Bar, Hospital, Coaching classes, Auto dealership, administrative office, etc, being carried out in the Commercial Shops/ Units by their respective Purchasers. Further, the Purchaser/s shall have no objection if the Commercial Shops/ Units in the Project are being used by their respective Purchasers for the purpose of Students housing, Boarding, Hostel, etc.

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

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

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

15. RESTRICTIONS ON THE PURCHASER/S:

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

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

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

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

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

e. The Lift facility in this Project shall be used as per rules of the Management Company/ Co-operative Society/Condominium of Apartments/Private Limited Company

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

f. The Purchaser/s is/are aware that leakage of water from the toilets, bathrooms and wet areas may occur in the said premises as well as from the neighboring and upper premises. Leaked water/moisture may appear on the walls of said premises and that may damage the painting and plaster on the walls. The Purchaser/s is/are aware that water is a substance which is likely to escape, resulting in leakage. Even if all safety and workmanship measures are taken to seal the joints of pipes, instances of leakage may occur. The Purchaser/s herein agree/s that the Promoters shall not be liable for any damage in the said premises due to leakage of water and its various other after effects.

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

i. The interior work or the movement of heavy household items shall be permitted strictly between **10.00 a.m.** and **7.00 p.m.**

16 a. The Promoters have provided Puzzle / Covered Car Parking on the said Plot for the said Project/ Building which has been approved by the PMC and other authorities, together with the other amenities in the Building/ Project which have been approved by the PMC and other authorities. The Purchaser/s shall not enclose or encroach on the parking area that is being provided to the Society. This area being left as parking shall remain as approved by the authorities and as per plan and the Purchaser/s hereby further undertake that parking area shall not be enclosed at any later stage, failing which the concerned Authority is liable to take legal action against the Purchaser/s and the Society.

16b. The Purchaser/s undertake/s that the abutting Terrace constructed as per approved Building plans shall not be enclosed.

16c. The Purchaser/s hereby further undertake/s that at the point of time when the Lease Deed/Deed of Assignment is being prepared, the Promoters shall add the above mentioned conditions in the Lease Deed/Deed of Assignment.

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

17. HANDING OVER POSSESSION:

17 (a) The possession of the said premises shall be given by the Promoters to the Purchaser/s after the said Building is ready for use and (i) the Lift License from the Lift Inspector, (ii) Fire NOC from CFO, (iii) Drainage Completion Certificate and (iv) Building Completion or Occupation Certificate shall be obtained from the PMC or other relevant authority or body or public authority. Since the water supply and other infrastructure such as roads, street lights, etc. are to be provided by PMC and the electricity/power connection and meter are to be provided by the MSEDCL, the Promoters shall not be held liable or responsible for any delay caused by PMC in providing water supply or for providing other infrastructure such as roads, etc. or by MSEDCL in providing power supply. The Promoters shall give possession of the said premises to the Purchaser/s on or before 31/12/2024, subject to Force Majeure and reasons beyond the control of the Promoters. The Promoters shall be entitled to reasonable extension of time for completing construction of the said Premises within the aforesaid period if the same is delayed on account of:

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

permissions, sanctions, NOC that shall be required by the Promoters from time to time.

17(b) PROCEDURE FOR TAKING POSSESSION:

The Promoters, upon obtaining the Part/Full Occupancy Certificate from the competent Authority, shall offer the Purchaser in writing the possession of the said premises. The Purchaser/s shall be liable and responsible to pay the entire outstanding payable by the Purchasers under this Agreement to the Promoters within the said period of 15 days and take possession of the said premises from the Promoters. Upon receiving the entire balance payments, together with interest accrued thereon, and upon the Purchasers complying with all the terms and conditions of this Agreement binding on the Purchasers, the Promoters shall give possession of the said premises to the Purchaser(s)/Allottee(s).

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

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

17(e) In case if the Purchaser/s fail/s to take possession of the said premises within the stipulated period after paying all the balance dues to the Promoters, then the purchaser/s shall be liable to pay demurrage/mutually agreed cost aggregating to **Rs. 1,500/- for 1BHK, Rs. 3,000/- for 2BHK and Rs. 5,000/- for 3BHK per month**. Further, the Promoters shall not be liable or responsible to rectify or repair any damage, defect that may have been caused to the said premises from the date of the Promoters offering the possession of the said premises.

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

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

(i) In case the Purchaser(s)/Allottee(s) fail/s to make payments for any demands made by the Promoters as per the Payment Schedule annexed hereto, despite having been issued notice in that regard, then the Purchaser(s)/Allottee(s) shall be liable to pay interest to the Promoters on the unpaid amount at the rate specified in the Act and Rules.

(ii) In case if the interest for the default in payment of any installment has not been charged to the Purchaser(s)/Allottee(s) for any reason whatsoever then, prior to the Purchaser/s Allottee/s taking the possession of their respective flat, the outstanding interest, if any, shall be worked out and the same shall be payable by the Purchaser/s/ Allottee/s.

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

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

such termination all consequences of such termination as per the terms hereof shall follow.

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

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

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

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

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

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

18. PAYMENT OF MAINTENANCE CHARGES AND TAXES:

18(a) Until the Society, Condominium of Apartments or Limited Company is not formed and the said Building is not transferred to the said the Society Condominium of Apartments or Limited Company and until the CIDCO Ltd./PMC/ Concerned Authority's taxes and water charges are not fixed and/or assessed separately, the Purchaser/s agree/s and bind/s himself/herself/themselves to pay in advance from the date of delivery of possession of the said Premises (the date means the date on which the Promoters shall give notice to the Purchaser/s that the said Premises is ready to be handed over to him/her/them) the proportionate share (i.e. in proportion to the floor area of the said premises) to be determined by the Promoters of outgoings in respect of the said plot and the said Building towards and on account of the CIDCO Ltd./Civic/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, electricity

bills, repairs, salaries of clerks, bill collectors, security personnel, housekeeping staff and all other expenses necessary and incidental to the management and maintenance of the said Plot and the said Building/s, and the Purchaser/s shall indemnify and keep indemnified the Promoters against the aforesaid charges in respect of the said Premises. The Purchaser(s)/Allottee(s) further agree/s that till the Purchaser(s)/Allottee(s)'s share is so determined, the Purchaser(s)/Allottee(s) shall pay to the Promoters provisional annual contribution towards the aforesaid outgoings as may be demanded by Promoters at the time of possession. PROVIDED HOWEVER, in the event of the said provisional annual contribution being insufficient to meet the expenses, the Purchaser/s shall pay such further amounts or amount to the Promoters as required by them from time to time towards the aforesaid provisional annual contribution. The amounts so paid by the Purchaser(s)/Allottee(s) to the Promoters shall not carry any interest and remain with the Promoters until the Lease Deed/Deed of Assignment of the said building is executed in favour of the said Society or Limited Company that shall be formed. On such Lease Deed/Deed of Assignment being executed for the structure of the building, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the said Society or Limited Company. The Purchaser(s)/Allottee(s) undertake/s to pay such provisional annual contribution and such proportionate share of outgoing in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of such annual outgoings on time by Purchaser(s)/Allottee(s) shall be considered as the default on the part of the Purchaser(s)/Allottee(s) and thereby the Promoters shall be entitled to terminate this Agreement in accordance with the terms and conditions contained herein. The Purchaser/s further agrees that till the Purchaser/s share is so determined the Purchaser/s shall pay to the Promoters provisional annual contribution of **Rs. _____/- (Rupees _____ Only)** per annum towards the outgoings.

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

18(c) The Purchaser/s shall be liable to pay to the Promoters their proportionate outgoings, maintenance charges and all other charges/outgoings in respect of the said premises with effect from the date of obtaining the Occupancy Certificate, regardless of the fact that the Purchaser/s is/are not in possession of the said Premises. Under the circumstances, the Purchaser/s hereby agree and undertake to pay to the Promoters in

respect of the said premises their proportionate outgoings, maintenance charges as the Promoters may demand from time to time without any delay or objection.

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

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

19. OTHER CHARGES PAYABLE BY THE PURCHASER/S:

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

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

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

b) Development Charges including all charges payable for obtaining CC, OC for the Drainage, Water, Tree, Debris, Health and Fire /Infrastructure Development Charges payable to CIDCO Ltd./ PMC.

- c) Proportionate Stamp duty and Registration charges for Lease Deed/Deed of Assignment.
- d) Proportionate Property Tax in respect of the said Plot/said premises from the date of execution of this Agreement or from the date of the Promoters obtaining the Part Occupancy/Occupation Certificate from PMC, whichever is later.

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

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

20. FORMATION OF CO-OPERATIVE SOCIETY, CONDOMINIUM OF APARTMENTS OR LIMITED COMPANY:

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

the concerned Authorities. The Purchaser/s shall co-operate with the Promoters in forming, registering and incorporating the said Society and shall sign all necessary papers and documents and provide all other necessary papers and documents and do all other acts and things as the Promoters may require the Purchaser/s to do from time to time in that behalf or safe guarding or better protecting the interest of the said Society and of the Purchaser/s of the Premises in the building. All costs and charges for above shall be borne and paid by the Purchaser/s.

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

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

20 (d) The Purchaser/s, at the time of taking possession, agree/s and bind/s himself/herself/themselves to pay to the Promoters such amount in advance as the

Promoters may demand being the lump sum amount towards the general maintenance charges for the said Premises pending the formation of Co-operative Society in addition to the proportionate Property tax which shall be payable additionally upon receipt of the Assessment Bills from CIDCO Ltd./PMC/ concerned authorities. The GST and other applicable taxes shall be paid additionally on the said advance maintenance charges payable to the Promoters. The Promoters have exclusive right to determine the said Maintenance charges payable by the Residential premises user and the Commercial premises users in accordance with the utility used by them. On receipt of the bill for property tax from the CIDCO Ltd./PMC, the Purchaser/s shall pay his/her/their proportionate share of property tax for the said Premises immediately on demand either by the Promoters or by the Society as the case may be. Thereafter, the Purchaser/s shall pay to the Promoters/Society regularly by the fifth day of each and every month such amount in advance as the Promoters may demand being maintenance charges until the Deed of Assignment/Lease Deed of the said plot with Building or Buildings is executed in favour of the Co-operative Housing Society,/Private Limited Company and/or other body corporate and/or other Organization (hereinafter referred to as "the said Society"). Upon the execution of Lease Deed/Deed of Assignment in favour of Society or body corporate/organization that shall be formed, all such moneys collected towards the advance maintenance charges shall be paid over by the Promoters to the said Society or body corporate/ organization after deducting there from the amount if any payable by the Purchaser/s to the Promoters under and in accordance with the provisions of this Agreement. In case, if there is any deficit amount payable by the Purchaser/s due to increase in expenses or for any reason whatsoever, then such deficit shall be paid additionally by the Purchaser/s. After the formation of the Society and after the Promoters have handed over the charge of the said building to the society, the Purchaser/s shall pay to the said Society his/her/their proportionate share that may be decided by the said Society as the case may be, all rates, taxes, ground rent (including additional ground rent levied by the CIDCO Ltd./ PMC in respect of the premises) dues, duties, impositions, outgoings and burdens now or at any time levied, assessed or imposed upon or in respect of the said plot or the said new building or occupiers thereof by the CIDCO Ltd./PMC or the Government or Revenue authority in respect of the said Building or the use thereof and payable either by the Purchaser/s or occupiers and shall also pay his/her/their proportionate share of all outgoings in respect of the said premises viz. taxes, ground rent, additional ground rent, insurance, sanitation charges, water charges, charges in respect of common electricity consumed, security personnel, maintenance of security systems, housekeeping staff and all other expenses necessary and incidental to the management and maintenance of the said premises and the Purchasers shall indemnify and keep indemnified the Promoters in that behalf.

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

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

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

agreements, deeds, transfer deeds or any other documents required to be executed including the entire professional costs of the Advocates of the Promoters shall be borne and paid by the said Society or proportionately by all the Purchasers of the Premises in the said building alone.

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

21. GENERAL COMPLIANCE WITH RESPECT TO THE SAID PREMISES:

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

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

21 (b) It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoters as per the agreement for sale relating to such development is brought to the notice of the Promoters within a period stipulated by Law by the Purchaser(s)/Allottee(s) from the date of issuing intimation to take possession of the Flat /Shop or from the date of handing over possession or from the date of receipt of Occupancy Certificate from CIDCO Ltd, whichever is earlier, it shall be the duty of the Promoters to rectify such defects without further charge, within 30 (thirty) days. The Promoters have further agreed to obtain suitable warranty from the Water-Proofing Agency and at the time of handing over the charge of the Project to the Co-operative Society, the Promoters shall assign the benefits of the said warranty in favour of the Co-operative Society to enable the Co-operative Society to get the necessary repairs carried out directly from the concerned Agency. Provided however, in case if the Purchaser/s contravene/s the provisions of Clause 13 (d) hereof or any of the terms and conditions of this Agreement, then and in that event, the obligation of the Promoters to rectify such defect under this clause shall automatically come to an end and the Promoters shall not be liable or responsible in any manner whatsoever. Provided however, in case if there is any structural change and any major modification, the defect Liability will automatically come to an end.

21 (c) The Promoters/maintenance Agency/Association of Purchaser(s)/ Allottee(s) shall have rights of unrestricted access of all Common Areas, garages/closed parking/s and

parking spaces for providing necessary maintenance services and the Purchaser(s)/Allottee(s) agree/s to permit the Promoters/Association of Purchaser(s)/Allottee(s) and/or maintenance agency to enter into the said premises or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

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

21 (e) The Basement(s), Podium(s) and service areas, if any, as located within the said Project **“PRAJAPATI OPAL”** shall be earmarked for purposes including but not limited to refuse areas, electric sub-station, transformer, DG set rooms, underground water tanks, Overhead Tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Purchaser(s)/Allottee(s) shall not be permitted to use such services 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.

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

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

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

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

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

23. RESTRICTIONS ON TRANSFER:

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

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

24. FOREIGN/NON-RESIDENT INDIAN PURCHASER/S:

24 (a) The Purchaser(s)/Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made

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

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

25. REPRESENTATIONS OF THE PROMOTERS:

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

- (i) The Promoters have absolute, clear and marketable title in respect of the said plot and have the requisite rights to carry out development upon the said plot and the Promoters have the absolute, actual, physical and legal possession of the said plot for the Project.
- (ii) The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.
- (iii) Save and except the rights of M/s. Indiabulls Commercial Credit Limited under the said Simple Mortgage Deed dated 20-03-2018, there are no encumbrances upon the said plot or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said plot, Project or the said premises.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said plot and said premises are valid and subsisting and have been obtained by following due process of law. Further, the Promoters have been and shall, at all times,

remain to be in compliance with all applicable laws in relation to the Project, said plot, Building and said premises and common areas.

(vi) The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser(s)/ Allottee(s) created herein, may prejudicially be affected.

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

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

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

(x) The Promoters have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities.

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

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

the concerned Authority. The Promoters/their sister concern will not contribute any other outgoings to the Society.

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

28. NOTICES AND CORRESPONDENCE:

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

Address: _____

Email id. _____

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

29. The Purchaser/s and the Promoters shall, immediately after the execution of this Agreement as well as Lease Deed/Deed of Assignment/vesting documents in favour of said Society lodge the same for registration with the concerned Sub-Registrar of Assurances within the time limit prescribed by the Registration Act and the Purchaser/s shall within two days after lodging the same intimate the Promoters of having done so with the date and serial number which the same has been so lodged for registration of the Agreement. All out of pocket costs, charges and expenses including the Stamp duty and registration charges of and incidental to this Agreement as well as Lease Deed/Deed of Assignment/vesting documents in favour of said Society shall be borne and paid by the Purchaser/s alone and the Promoters will attend such office and admit execution thereof. The Purchaser/s shall provisionally pay **Rs. _____/- (Rupees _____ Only)** being ____ **BHK** apartment towards the cost of the Conveyance of the property. The amount shall be deposited in a different account which will be maintained for the purpose of the Cost of conveyance and will be paid to the concerned authorities and the balance amount (if any) shall be refunded to the Purchaser/s proportionately.

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

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

31. ENTIRE AGREEMENT:

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

32. RIGHT TO AMEND:

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

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

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

34. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

35. SEVERABILITY:

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

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

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

37. BINDING EFFECT:

Forwarding this Agreement to the Purchaser(s)/Allottee(s) by the Promoters does not create a binding obligation on the part of the Promoters or the Purchaser(s)/Allottee(s) until, firstly, the Purchaser(s)/Allottee(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Schedule within 15 (Fifteen) days from the date of receipt by the Purchaser(s)/Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Purchaser(s)/Allottee(s) fails to execute and deliver to the Promoters this Agreement within 15 (Fifteen) days from the date of its receipt by the Purchaser(s)/Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Purchaser(s)/Allottee(s) for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Purchaser(s)/Allottee(s), application of the Purchaser(s)/Allottee(s) shall be treated as cancelled and all sums deposited by the Purchaser(s)/Allottee(s) in connection therewith including the booking amount, after

deducting all the deductible amounts as mentioned herein above, shall be returned to the Purchaser(s)/Allottee(s) without any interest or compensation whatsoever.

38. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

39. JOINT ALLOTTEES:

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

40. PLACE OF EXECUTION:

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

41. DISPUTE RESOLUTION:

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

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

THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of the said Plot)

All those piece and parcel of land to be known and read as Plot no. 172 to Plot no. 174 and Plot no. 186 to 190, in Sector - 10, situate, lying and being at New Panvel (East), aggregately admeasuring 2074.07 Square meters or thereabouts and is bounded as follows: -

- On or towards the North : Plot no. 185 and Plot no. 175
- On or towards the South : Plot no. 191 and Plot no. 207
- On or towards the East : 20 Meters Wide Road
- On or towards the West : Plot no. 207 and 8 Meters Wide Road

THE SECOND SCHEDULE ABOVE REFERRED TO
(Description of the said Premises)

Flat/ Shop no. _____ on the _____ Floor, admeasuring about _____ Square meters of Carpet area equivalent to _____ Square feet or thereabouts in the Complex/ Project known as “**PRAJAPATI OPAL**” situated at Plot no. 172 to Plot no. 174 and Plot no. 186 to 190, in Sector - 10, situate, lying and being at New Panvel (East), aggregately admeasuring 2074.07 Square meters or thereabouts, which is more particularly described in the First Schedule herein above.

SIGNED, SEALED AND DELIVERED BY)
PRAJAPATI CONSTRUCTIONS LIMITED,)
THROUGH ITS DIRECTOR/S)

MR. _____)

IN THE PRESENCE OF

- 1)

)
- 2)

)

SIGNED, SEALED AND DELIVERED

)

BY THE WITHIN NAMED "PURCHASER/S"

)

1) MRS. _____

)

2) MR. _____

)

3) MR. _____

)

IN THE PRESENCE OF.....

)

- 1)

)
- 2)

)

RECEIPT

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

WE SAY RECEIVED.
FOR PRAJAPATI CONSTRUCTIONS LIMITED,

MR. _____
(DIRECTOR/S)

DRAFT

PAYMENT SCHEDULE: (“ANNEXURE - H”)

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

Sr. No.	PARTICULARS OF WORK	PERCENTAGE
1.	On Booking	10%
2.	Upon the execution of the Agreement	20%
3.	On Completion of Plinth Work	15%
4.	On completion of 1 st slab	5%
5.	On completion of 5 th slab	5%
6.	On completion of 9 th slab	5%
7.	On completion of 13 th slab	5%
10.	On completion of Terrace slab	5%
11.	On Completion of Brickwork of said premises	5%
12.	On Completion of External Plaster, External Plumbing, & Elevation of the Building in which the said premises is located.	5%
13.	On Completion of Staircase, Lift Wells, Waterproofing of Terraces of the said Building in which the said premises is located.	5%
14.	On Completion of Flooring of the said premises.	2%
15.	On Completion Electrification of the said premises.	2%
16.	On Completion of Door and Windows of the said premises.	2%
17.	On Completion of Lifts, Sanitary fittings, Water Pumps, Electrical fittings, Electro Mechanical and Environmental Requirements, Entrance Lobby, Plinth Protection, Paving of Area appertain and all requirements as per Agreement in the said Building in which the said premises is located.	4%
18.	On Possession	5%
	Total	100%

LIST OF AMENITIES: (ANNEXURE “I”)**External Amenities**

- Lawn as per Plan attached in Annexure L
- Kids Play Area with Equipments as per Plan attached in Annexure L
- Gymnasium.
- 2 Lifts in each wing of either Kone or Schindler or Otis or Mitsubishi or as per choice of Promoter.
- Puzzle Parking.

Internal Amenities

- Vitrified Flooring in all rooms
- Granite Kitchen platform with S S Sink and Service platform
- Anodized Aluminum Sliding windows
- Provision of TV point, telephone point and Air conditioner point in living room & Master Bed room
- Sanitary Fittings of Kohler or Cera or Jaguar or Hindware or Grohe or as per choice of Promoter
- C. P. Fittings of either Jaguar or Kohler or Cera or Hindware or as per choice of Promoter
- Concealed Copper Wiring RR Cable or Anchor or Polycab or Finolex or Havells or as per choice of Promoter
- Intercom facility flat to flat and flat to security

LIST OF ANNEXURES:

Annexure “A” --- Copy of Commencement Certificate.

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

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

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

Annexure “E” --- Copy of Loan Closure / No Due Certificate.

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

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

Annexure “H” --- The Payment Schedule.

Annexure “I” --- Car Parking Plan.

Annexure “J” --- List of Amenities.

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