

DRAFT

AGREEMENT FOR SALE

This Agreement made at _____ on this ____ day of _____ in the Christian year Two Thousand Seventeen by and between

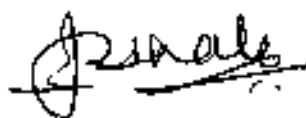
M/s. SHANTISTAR BUILDERS, an Association of Persons (AOP) consisting of (1) M/s. Shanti Builders and M/s. Star Builders both registered partnership firms and the said AOP is having its office at Building No.E-1, Sector-7, Shanti Nagar, Mira Road, Thane – 401107, hereinafter referred to as “**the said Promoters**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Partner or Partners of the said Firm for the time being in force and/or the last surviving Partner or Partners of the said Firm and/or the last surviving partner or partners and their respective heirs, executors and administrators and assigns) of the **One Part;**

A N D

_____ of _____, Indian Inhabitant, Residing at _____, hereinafter referred to as “**the said Purchaser/s**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his/her/their heirs, executors and administrators) of the **Second Part;**

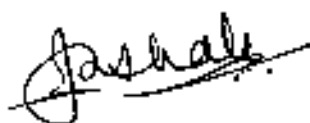
WHEREAS

a) (1) Kumarpal Vadilal Shah (2) Navinchandra Vadilal Shah (3) Champaben Vadilal Shah (4) Vasantlal Shah (5) Babulal Vadilal Shah (6) Pushpa Mangaldas Shah (7) Nirmala Hiralal Shah (8) Shakuntala Tansukhlal Parekh and (9) Madhubala Vadilal Shah (hereinafter referred to as the Owners) acquired leasehold rights in respect several pieces and parcels of contiguous agricultural land in Village Mira Road and Bhayander, in Taluka and District Thane (hereinafter referred to as the said Larger Property) by and under a Reclamation Lease dated 9th February, 1905, for a term of 999 years and on such other terms and conditions more specifically contained therein. The said Larger Property is more particularly described in the **First Schedule** hereunder written;



b) Substantial portion of the said Larger Property was affected by the provisions of Urban Land (Ceiling and Regulation) Act , 1976 (hereinafter referred to as the said Act) and in view thereof, pursuant to an application in that behalf, the Competent Authority under the said Act by an order, being Order No. HWS-1077/XXXV dated 11th January, 1978 sanctioned a Scheme under Section 20 read with Section 21 of the said Act for developing part of the said Larger Property that was affected by the said Act by construction of certain number of tenements for the economically weaker section of the society as contemplated by the said order. The said Order was extended from time to time and has since been complied with by construction of required number of tenements for the weaker section as stated in the said Order. The said Act has since been repealed and as such the said Larger Property is no longer affected either by the provisions of the Scheme under Section 20 (the same having been complied with)or the said Act;

c) The aforesaid Owners had entered into an Agreement for Development dated 24th December, 1976 with one M/s Star Builders in respect of the said Larger Property M/s Star Builders have thereafter entered into a joint development agreement dated 3rd July, 1981 with one M/s Shanti Builders and under the said Agreement dated 3rd July, 1981, it was decided to develop the said Larger Property by and under a joint venture name of "M/S Shanti-star Builders". Thereafter by and under a further Joint Venture Agreement dated 28th February, 1984 Mr. Chotulal Ajmera and Mr. Rajnikant Ajmera (the said Ajmeras for brevity) joined as Joint Venture partners in the said joint venture for development of the said Larger Property. In the circumstances aforesaid, it is clarified that the M/s Shanti-star Builders herein is a joint venture/ AOP of the aforesaid parties and as per the provisions of the inter-se agreements between them this Agreement is executed and signed by a common authorized representative of all the concerned associated entities of M/s Shantistar Builders including the said Ajmeras;



d) In the circumstances aforesaid, the Promoters herein have become absolutely entitled to develop the said Larger Property. The Promoters have been developing a building project consisting of residential and/or commercial units known as "Shanti Nagar" in a phase wise manner on the said Larger Property and have constructed and are still in the process of constructing various multi storied buildings on the said Larger property . A common lay out plan of the said Larger property has been approved and revised from time to time and last of the said revision has been sanctioned by the planning authority on 13th December, 2013. The said Layout consists of various building sites / plots internal road, common recreation ground etc. and purely for the purpose of convenience is segregated into Various Sectors from Sector 1 to Sector 11. A copy of the said Layout as revised by an order dated 13th December, 2013 is annexed hereto and marked **Annexure A;**

e) The present Agreement for sale is in respect of a Building No.22A /23A Building Type A_ which is proposed to be constructed by the Developers/ Promoters herein on a portion of the said Lay out which falls in Sector No.1 and which portion is earmarked on the said Annexure A in a red coloured boundary and is admeasuring 2106.56 sq. meters and a plan of the said portion (which is a part of the developable portion of the said Lay out)is annexed hereto as **Annexure B** hereinafter referred to as the said Property and is more particularly described in the **Second Schedule** hereunder written;

f) The Promoters have applied to the concerned Municipal and Statutory Authorities and the Mira Bhyander Municipal Corporation has issued its Commencement Certificate (C.C.) dated 13th December, 2013 bearing No.MB/ Municipal / TP/ 3502/ 2013-14 in respect of the proposed building to be constructed on the said Property;



g) The Promoters have entered into standard Agreement with an Architect M/s D.N.Patel & Associates registered with the council of Architects and such agreement is as per the Agreement prescribed by the Council of Architects;

h) The Promoters have appointed a structural Engineer M/s Finite Consultants for the preparation of the structural design and drawings of the buildings and the Promoters accept the professional supervision of the Architects and the structural Engineer till the completion of the building;

i) In accordance with the building plans sanctioned by the Mira Bhyander Municipal Corporation vide permission No. MB/ Municipal / TP/ 3502/ 2013-14 the Promoters have commenced construction of a residential /commercial building/s to be known as "Numbered as 22A/23A" comprising of Ground/Stilt + 10 upper floors on the said portion of lay out or said property more particularly described in the Second Schedule hereunder written by utilization part of Transferable Development Rights (TDR) and other development potential that is available for development on the said Portion/Property as a part of the said Layout;

j) The Promoters have specifically represented that the said Property is part of the Larger Property which is part of a common Layout which is being developed by the Promoters for the last many years under the Scheme as mentioned hereinabove. The Promoters shall be at all times entitled to revise the layout and carry out such modification, additions, alterations and/or changes in the Layout plan/s or building plan/s in respect of the building/s to be constructed on the said property as they may deem fit and proper for optimal utilization of common areas and facilities and as may be necessary for better planning, beneficial use and enjoyment of the said Property and remaining part of the said Layout with which the Purchaser/s is are not concerned , as desired or required by the Promoters, without any recourse to the Purchasers. Furthermore, the Promoters



shall be entitled to amend the Layout plan and or building plans of the building as they may deem fit and proper. The development of the said Larger Property is still being carried out in a phase wise manner. The Promoters represent that they shall be constructing additional building/s on the said Larger property and other parts of Layout and the Purchasers are not concerned with the said development of the remaining part of the Layout. The Purchaser hereby accord his/her/their /its irrevocable consent to the Promoters altering or amending the layout and/or building plans in future as long as the premises hereby sold to the Purchaser is not affected. The Purchaser hereby accord his / her/ their / its irrevocable consent to the Promoter restricting the Purchaser from using any common areas and as restricted common areas allowing some other Purchaser or Purchasers to enjoy such areas as long as such common areas are not attached to the flat hereby agreed to be sold to the Purchaser.

k. the Promoters have registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2017 with the Real Estate Regulatory Authority at no The Promoters hereby declare that they shall furnish all the information required under the provisions of the said Real Estate (Regulation and Development) Act, 2017 and the rules made thereunder at the time of registration of the said Project with the Real Estate Regulatory Authority and agree and undertake to update and revise the same from time to time with regard to the progress of the said Project.

l. It is agreed and understood that the term "the said Project" appearing in this Agreement shall mean the Project of development undertaken by the Promoters in respect of the said Property described in the First Schedule hereunder written;

m. the Promoters have got the necessary approvals as mentioned hereinabove from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from



time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

n. While sanctioning the said plans, the concerned local authority(s) has laid down certain terms, conditions, stipulations and restrictions and such terms, conditions, stipulations and restrictions till now have been and even hereafter will have to be observed and performed by the Promoters while completing the said Project of proposed construction and only upon the observations and performance whereof, the Occupation and Completion Certificates in respect of such construction shall be granted by the the concerned local authority(s), the Promoters hereby agree to ensure that they shall duly observe and perform all such terms, conditions, stipulations and restrictions;

o. The Purchaser/s has/have prior to the execution of this agreement taken physical inspection of the said property and have satisfied themselves about the same and about the title of the said Promoters to the said property and have accepted the same and shall not be entitled to any further investigation thereof and no requisition or objection whatsoever shall be raised in future in respect of any matter relating thereto.

p. The Purchaser/s hereby agree/s and confirm/s that inspection has been given by the Promoters of all the documents of title and true copies of Intimation of Disapproval, Commencement Certificate, the present and proposed plans and the specifications of the said building/s, prepared by the Promoters' Architects/Licensed Surveyor Messrs D.N. Patel & Associates and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder and under the provision of Maharashtra Ownership of Flats act, 1963;

q) The Purchaser/s has agreed to purchase and approached the Promoters for allotment/ purchase of Flat/Shop/Office No. _____, on _____Floor, in building name _____, wing no. "___" admeasuring _____sq. mts.(carpct area) togetherwith Enclosed Balcony/ Terrace/ Varandah admeasuring _____ Sq.Mtrs.



alongwith 1 (one) Car Parking Space in the said proposed Building ("said Flat/Shop/Office") being constructed on the said Property which is part of the said Layout ;

r) Copies of the following plans/documents are annexed hereto and marked as follows:-

ANNEXURE "A"	<u>AUTHENTICATED COPY OF THE SANCTIONED LAYOUT AND BUILDING PLANS ISSUED BY THE DEPARTMENT OF TOWN PLANNING AND VALUATION ACCORDING TO WHICH THE CONSTRUCTION OF THE PROPOSED BUILDING/S AND OPEN SPACES ARE PROPOSED TO BE PROVIDED FOR THE SAID PROJECT</u>
ANNEXURE "B" COLLY"	COPY OF THE PLAN OF THE SAID PORTION ALONG WITH BUILDING PLAN
ANNEXURE "C"	COMMENCEMENT CERTIFICATE DATED 13 TH DECEMBER 2013 ISSUED BY MIRA BHAYANDER MUNICIPAL CORPORATION
ANNEXURE "D" COLLY"	<u>AUTHENTICATED COPY OF FLOOR PLANS OF THE CONCERNED FLAT/SHOP/OFFICE AND CAR PARKING PLAN</u>
ANNEXURE "E" (COLLECTIVELY)	LIST OF FIXTURES, FITTINGS AND OTHER AMENITIES IN THE BUILDING/FLAT/SHOP/OFFICE.
ANNEXURE "F"	<u>TITLE CERTIFICATE ISSUED BY AKTA MITHUN</u>



ANNEXURE H	PARIKH, ADVOCATE Authenticated copy of Registration of the said Project under RERA .
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s. The Purchaser/s is/are aware of all the terms and conditions contained in various documents hereinabove recited and shall observe all the terms and conditions applicable to him. The Purchaser/s hereby further agrees and covenants with the Promoters to sign and execute all papers and documents in favour of the Promoters or otherwise as may be necessary for the purpose of enabling the Promoters to carry development on the said property and construct the proposed building in accordance with the sanctioned plans relating thereto or such other plans with such additions and alterations that may be sanctioned by the concerned local authorities and as the Promoters may in their sole discretion deem fit and proper and/or for the purpose of applying for or obtaining the approval or sanction of the concerned local authorities or any other appropriate authorities in that behalf as well as for the construction of the said building on the said property upon or after the grant of such approval or sanction relating thereto provided the size and location of the said Premises agreed to be purchased by the Purchaser/s is not in any manner adversely affected.

t. the Parties after relying on the inspection, 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;

u. in view of the above, the Purchaser/s has agreed to purchase from the Promoters and the Promoters have agreed to allot to the Purchaser/s Flat/Unit /Premises No. _____ on the ____ Floor of the "_____" Wing admeasuring _____ sq. ft



(carpet area) in total equivalent to _____ sq.mts. in the Building known as " _____ " hereinafter referred to as "said Flat/Premises/Unit");

v. The Promoters hereby clarify that it has withdrawn all its advertisements and brochures et cetera in respect of the said Project published prior to 01.05.2017 and the same are not in use since then; and the Purchasers hereby acknowledges the same. The Purchasers further hereby admit and confirms that he has relied only on the advertisements and brochures et cetera in respect of the said Project published by the Promoters only after 01.05.2017.

w. by virtue of the above recited documents , the Promoters have sole and exclusive right to sell the Flats/ Premises in the proposed building/s to be constructed by the Promoters on the said property and to enter into Agreement/s with the Purchasers herein to receive the sale consideration in respect thereof;

x. The carpet area of the said Premises/ Flat is _____ sq.ft square meters and "carpet area" means the net usable floor area of the said Premises/ Flat agreed to be sold hereunder and excludes the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Premises/ Flat for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Premises/ Flat for exclusive use of the Purchaser/Allottee, but includes the area covered by the internal partition walls of the Premises/ Flat .

y. prior to the execution of these presents the Purchaser has paid to the Promoters a sum of Rs. _____ (Rupees _____ only), being 10% payment of the sale consideration for the Premises/ Flat agreed to be sold by the Promoters to the Purchaser/Allottee as advance payment (the payment and receipt whereof the Promoters both hereby admit and acknowledge) and the Purchaser/Allottee has agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.



z. under Section 13 of the said Real Estate (Regulation & Redevelopment) Act, 2016 and provisions of Maharashtra Ownership of flats Act, 1963 the Promoters is required to execute a written Agreement for Sale of said Agreement with the Purchaser/Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

aa. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agrees to sell and the Purchaser /Allottee hereby agrees to purchase the said Flat/ Premises and the covered parking Space (if applicable).

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

1. RECITALS TO FORM PART OF AGREEMENT

1. The recitals of this agreement shall form an integral part of this agreement.

2. The Promoters shall construct a building/s consisting of ground/stilt and upper floors on the Property more particularly described in the **Second Schedule** hereunder written (which is hereinafter referred to as the said Property) in accordance with the plans/ designs/ specifications approved by the concerned local and statutory authorities including the Mira Bhyander Municipal Corporation (MBMC for brevity) and which have been seen and approved by the Purchaser/s with any such variations and modifications as may be necessary or as may be required by the Promoters or the concerned local authority/ the Government to be made in them or any of them for which the Purchaser has accorded his/ her general consent as recorded in the recitals. The Promoters intend to commence in due course, further development of the said the Larger Property in accordance with the sanctioned Layout plan/s as may be revised from time to time and in a phase-wise manner or any variation or modification or any amendments thereof, as may be approved by the concerned authorities, from time to time. The



Promoters are and shall be entitled to construct additional building/s on the remaining Lay out and the Purchaser herein is /are not concerned with the same. The Promoters shall also be entitled to put up any additional structures on the proposed building/s on the said Property either by way of additional floors or by way of additional wings or by extension of the said building/s (either vertical or horizontal). Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Flat/ Premises of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

2.1 In addition to what is stated hereinabove, it is clarified that as the Promoter developing the said Larger Property, the Promoters intend to commence in due course and in a phasewise manner further development of the said Layout which will consist of additional building/s with independent structures and access as is sanctioned under the said Layout. The Promoters shall have unfettered rights for development of the said Layout in any manner as they may deem fit and proper. It is clarified that the Promoters shall be at all times be entitled to the remaining portion of the said Layout and the structure standing thereon and the Purchasers herein and/or the Proposed Society that may be formed in future respect of the building proposed under this Agreement, shall not raise any disputes or claim any rights in respect thereof or create any obstruction or interruption in such development by the Promoter. The Promoters shall be entitled to develop the said remaining Layout by constructing in its place and stead new building/s (with or without wings) or buildings and additional structures having ground plus such upper floors as may be allowed and permissible by utilizing the entire building potential of the said Larger Property and as a separate building or as a lateral or horizontal extension of the building under construction. The Promoter shall be entitled to amend or modify the building and layout plan for the said purpose and the Purchaser has no objection for the same. For all reasons mentioned the Promoter shall always remain the Owner of the said Larger Property without any rights or claims from the Purchasers/s herein and/or the said Proposed Society. If the Promoters is not able to exploit the



Building Potential of the remaining Layout for any reason whatsoever, the ownership of the same shall always be retained by the Promoter. The Promoters shall be entitled to construct such commercial/ residential structures or any variation or modification or any amendments thereof, as may be approved by the concerned authorities by utilizing the remaining Building Potential and the Purchaser herein gives his irrevocable consent for the same.

3. PURCHASE AND ALLOTMENT OF PREMISES/ FLAT & CAR PARKING SPACE

3.1 The Purchaser/s hereby agree/s to purchase from the Promoters and the Promoters hereby agree to sell and allot to the Purchaser Premises/ Unit /Flat No. ____ in ____ Wing on ____ floor admeasuring togetherwith Enclosed Balcony/ Terrace/ Varandah admeasuring ____ Sq.Mtrs. including Rs. ____/- (____) being the proportionate price of the common areas and facilities appurtenant to the Premises aggregating to a total consideration of Rs. ____/- (Rupees ____ only) (subject to deduction of Tax at Source, TDS at the applicable rate of 1% + Service Tax + Vat / GST, as applicable as per the present rules) (hereinafter referred to as the said Premises/ Unit/Flat) which includes the proportionate price of the common areas and facilities appurtenant to the premises. The nature, extent and description of the common areas and facilities and Restricted areas which are more particularly described in the Second Schedule annexed herewith.

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos. ____ situated at ____ Basement and/or stilt and/or ____ podium being constructed in the layout for the consideration of Rs. ____/- (Delete if not applicable)



(iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos. _____ situated at _____ Basement and/or stilt and/or _____ podium being constructed in the layout for the consideration of Rs. _____/- (Delete if not applicable)

4. CONSIDERATION AND PAYMENT SCHEDULE

4.1 The total aggregate consideration amount for the Flat/ Premises including the Car parking space (Delete if not applicable) is thus Rs. _____/-.

4.2 The Purchaser/Allottee has paid on or before execution of this Agreement a sum of Rs. _____ /-(Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoters the balance amount of Rs. _____ (Rupees _____) has been mutually agreed between the Parties to be paid in the following manner :-

Payment Plan

i. Amount of Rs. _____ - (Rupees _____ only) on or before _____ (not exceeding 30% of the total consideration to be paid to the Promoters after the execution of Agreement.

ii. Amount of Rs. _____ - (Rupees _____ only) on completion of Plinth of the building or Wing in which the said Premises/ Flat is located (not exceeding 45% of the total consideration)

iii. Amount of Rs. _____ - (Rupees _____ only) on completion of Slabs including Podiums, if any, and stilts of the building or Wing in which the said Premises/ Flat is located (not exceeding 70% of the total consideration)



iv. Amount of Rs. _____ - (Rupees _____ only) on completion of Sanitary fitting, staircases , lift wells, lobbies upto the floor level of the said Premises/ Flat (not exceeding 80% of the total consideration)

v. Amount of Rs. _____ - (Rupees _____ only) on completion of external plumbing , external plaster , elevation, terraces with water proofing of the building or wing in which the said Premises/ Flat is located (not exceeding 85% of the total consideration)

vi. Amount of Rs. _____ - (Rupees _____ only) on completion of lifts , water pumps, electrical fittings , electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of Sale of the BUILDING or wing in which the said Premises/ Flat is located.

vii. Balance Amount of Rs. _____/- (_____) against and at the time of handing over of the possession of the Premises/ Flat to the Purchaser/Allottee on or after receipt of occupancy certificate or completion certificate.

Note: Each of the installments mentioned in the sub-clause [ii] and (iii) maybe be further subdivided into multiple installments linked to number of basements/podiums/ floors in case of multi-storied building/wing.

4.3 The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of Value Added Tax, Service Tax, GST, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the (Premises/ Flat).



4.4 The Promoters shall be entitled to collect Service Tax, VAT or GST and such other applicable statutory taxes by whatsoever name called on all the installment/deposits mentioned under this agreement and the Purchaser/s hereby agrees to pay the same on demand by the Promoters without any demur.

4.5 The Purchase shall at the earliest furnish the copy of the TDS Certificate to the Promoters after execution of this Agreement.

4.6 Time is essence for the Promoters as well as the Purchaser/Allottee. The Promoters shall abide by the time schedule for completing the project and handing over the [Premises/ Flat] to the Purchaser/Allottee and the common areas to the Proposed Society after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser/Allottee shall make timely payments of the installment and other dues payable by him/ her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided hereinabove ("Payment Plan" above for brevity).

4.7 The Promoters on due date / or on reaching any of the aforesaid construction milestone / stage as mentioned in the Payment Plan above will forward to the purchaser/s intimation having carried out the aforesaid work at the address given by the Purchaser/s under this agreement and the Purchaser/s will be bound to pay the amount of installments within fifteen days of the Promoters dispatching intimation by RPAD or email at the address of the Purchaser/s as given in these presents. The Promoters will keep Certificate of the Architects certifying that the Promoters have carried out given work and such Certificate shall be conclusive proof that the plinth and respective slabs are completed the Purchaser/s are not entitled and hereby agree not to raise any objection as regards completion of plinth/ slab and in regard to the certificate of the Promoters' architect.

4.8 The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or



any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoters undertakes and agrees that while raising a demand on the Purchaser/Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification / order / rule / regulation published / issued in that behalf to that effect along with the demand letter being issued to the Purchaser/Allottee, which shall only be applicable on subsequent payments.

4.9 Payment of any installment , if made in advance shall be adjusted to the next installments. No interest shall be paid by the Promoters for such advance payments made by the Purchaser/ Allottee or the housing finance companies/ bank etc on behalf of the Purchaser /Allottee.

4.10 The Promoters shall confirm the final carpet area that has been allotted to the Purchaser/Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three (3%) per cent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Purchaser/Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/ Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoters shall demand additional amount from the Purchaser/ Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3.1 of this Agreement.

4.11. The Purchaser/Allottee authorizes the Promoters to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoters may in its sole discretion deem fit and the

Purchaser/Allottee undertakes not to object/demand/direct the Promoters to adjust his payments in any manner.

5. FITTINGS AND FIXTURES AND OTHER AMENITIES

5.1 The fixtures, fittings and amenities to be provided to the Purchasers in the said building and the Flat/Shop/Office are those that are set out in Annexure "E" hereto.

6. INSPECTION OF THE PROPERTY AND DOCUMENTS RELATING THERETO

6.1 The Purchaser/s has/have prior to the execution of this agreement taken physical inspection of the said property and has/have also satisfied himself/herself/themselves about the same and about the title of the Promoters to the said property and have accepted the same and shall not be entitled to any further investigation thereof. The Purchaser/s hereby agree/s and confirm/s that inspection has been given by the Promoters of all the documents of title or true copies thereof, requisite permissions, CC, sanctions of the plans and the specifications of the said building/s which are proposed to be constructed by the Promoters on the said property. The Purchaser is aware of all the terms and conditions contained in various documents hereinabove recited and shall observe all the terms and conditions applicable to him. The Purchaser/s hereby further agree/s and covenants with the Promoters to sign and execute all papers and documents in favour of the Promoters or otherwise as may be necessary for the purpose of enabling the Promoters to develop the said property and construct the said building/s in accordance with the sanctioned plans relating thereto or such other plans with such additions and alterations that may be sanctioned by the concerned local and statutory authorities and as the Promoters may in their sole discretion deem fit and proper and/or for the purpose of applying for or obtaining the approval or sanction of the concerned local and statutory Authorities or any other appropriate authorities in that behalf as well as for the construction of the said building/s on the said property upon or after the grant of such approval or sanction



relating thereto provided the size and location of the said Flat/Shop/Office agreed to be purchased by the Purchaser/s is not in any manner adversely affected. The Purchaser/s agree that the said consent is irrevocable. In the event such variation/ modifications majorly affect the Flat/ Premises it is agreed that the Promoter shall obtain prior consent in writing of the Allottee or 2/3rd of the purchasers of the flats in the concerned phase as provided In RERA in respect of such variations or modifications unless such alterations or additions are required by any Government authorities or become necessary due to change in law or building rules or regulations .

7. REPRESENTATIONS BY THE PROMOTERS

7.1 The Promoters hereby expressly represent and clarify to the Purchasers that, the Promoters are entitled to develop the said property. Should any claim or demand be made or raised in respect of the said property or any part thereof, the Promoters alone shall be liable at their own costs, to settle such claim or demand or to have such claim or demand withdrawn so that the same does not vitiate the title in respect of the said property or affect the rights of the Purchasers in respect of the said Flat/Shop/Office or affect the effectual transfer of the said property as contemplated by this agreement.

7.2 The Promoters hereby further represent, declare and confirm that:

- a) Save and except what is mentioned in the recitals hereto and the Title report/ Certificate there are no outstanding encumbrances, mortgage/s, charge/s, lien/s, notices for acquisition, requisitions, easement rights or outstanding interest, lien or claim by any person other than the Promoters in respect of the said property nor the said property is the subject matter of any pending litigation or attachment either before or after judgment;
- b) the Promoters have not entered into any agreement or agreements nor have they contracted to create any right, title or interest in favour of any person or persons nor have they done or omitted to do any acts, deeds, things or matters whereby or by means or



reasons whereof the said Flat/Shop/Office is or can be adversely affected and/or seriously prejudiced;

- c) they have full right and absolute authority and are interalia entitled to deal with the said Flat/Shop/Office and sell the same unto and in favour of the Purchasers;
- d) the said property is not subject matter of any decree or order or attachment before or after judgment of any Court of law and/or any Authority or Authorities including under the provisions of the Income Tax Act and that there are no proceedings pending in any Court of law wherein the said property is the subject matter;
- e) the said Larger property is leasehold property and the purchaser/s and their associations or bodies shall be bound by the terms of the said lease.
- f) The Promoters have the requisite rights to carry out development upon the said Property and also has actual, physical and legal possession of the Property for the implementation of the Project:()
- g) The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Property and shall obtain requisite approvals from time to time to complete the development of the same ;
- h) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Property and said building/wing/s are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Property and said buildings/wing shall be obtained by following due process of law and the Promoters has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Property, Building/wing and common areas;
- i) The Promoters state that they are not restricted in any manner whatsoever from selling the said [Premises/ Flat] to the Purchaser/Allottee in the manner contemplated in this Agreement;



- j) After completion of the development of the said Property as contemplated under this Agreement the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Building/s in the Project to the Proposed Co-Operative Society/ Apex Society as may be formed ;
- k) The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project of redevelopment to the competent Authorities;
- l) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoters in respect of the Property and/or the Project except those disclosed in the title report.

The Purchasers have agreed to purchase the said Flat/Shop/Office relying upon the declarations and representations made by the Promoters herein and subject to the conditions stipulated about the rights of the Promoters described in this agreement and subject to what is stated in the Title report/ certificate .

7.2 The Promoters hereby agree that they shall, before handing over possession of the Flat/Shop/Office to the Purchaser/s make full and true disclosure of the nature of their title to the said property as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said property, they shall as far as practicable, ensure that the said property is free from all encumbrances and that the Purchasers and each Flat/Shop/Office owner has a clear and marketable title on the execution of conveyance/assignment of the said Property in favour of a federation of Co-Operative Housing Societies or joint conveyance in favour of various co-operative societies as



contemplated in this agreement as per the provisions of the common law for the time being in force and binding upon the parties

7.3 The Purchaser herein shall have right only in respect of the Flat/Shop/Office hereby agreed to be sold by the Promoters to the Purchaser under this Agreement. The rights in respect of other Flats/Shop/Office and T.D.R. and/or F.S.I. rights and all other rights in respect of the said property shall continue to remain with the Promoters. The Promoters as aforesaid shall be entitled to amalgamate the said property with adjoining Plot/plots/properties and shall be entitled to carry out development work of the said Property on a stand-alone basis or jointly with the adjoining properties and also the said Layout in a phase-wise manner by modifying the existing common layout plans and the existing building plans, if necessary.

8. RIGHT TO USE ADDITIONAL FSI/TDR BY THE PROMOTERS ON THE SAID PROPERTY

8.1 The Promoters hereby declare that the Floor Space Index available as on date in respect of the Property is 2106.56 square meters only and the Promoters have disclosed the Floor Space Index of 2106.56 as proposed to be utilized by him on the Property in the said Project and Purchaser/Allottee has agreed to purchase the said Premises/ Flat based on the proposed construction and sale of Premises/ Flat s 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.

8.2 In addition to the above, the Promoters shall also be entitled to use any additional Floor Space Index (FSI) or compensatory FSI or incentive /Premium FSI/ Floating FSI, Fungible FSI and Transferable Development Rights (TDR) and such other Building potential by whatsoever name called that may be or become available at present or at any time future on the said Property whereby additional construction may be permissible on the said Building on the said Property or put up additional constructions that may be permitted by the local body or concerned authority for any reasons



whatsoever or FSI by way of Transferable Development Rights (TDR). Such additional structures and storeys will be the sole property of the Promoters, who will be entitled to dispose of the same in any manner whatsoever as the Promoters may deem fit and proper and the Flat/Shop/Office Purchaser/s shall not be entitled to raise any objections or claim any abatement in price of the Flat/Shop/Office agreed to be acquired by the Purchaser and/or any compensation or damage on the ground of inconveniences or any other ground whatsoever. The Promoters would be entitled to retain the entire balance development rights and shall be entitled to all the present and or future F.S.I. and /or T.D.R. on the property and the Purchasers shall have no rights in respect thereof and the rights of the Purchasers shall be restricted only to the said Flat/Shop/Office and shall not extend to rights to use of any additional F.S.I or TDR that may be allowed to be used on the said property on proportional basis or otherwise and the Purchasers shall not claim any such rights against the Promoters. It is agreed by and between the parties that, if the permitted Floor Space Index of density or ratio though not sanctioned at the time the condominium and/or Society is formed and the said property and the said building are submitted under the Maharashtra Ownership of Flats Act/Limited Company/ Maharashtra Apartment Ownership Act, 1970, then Promoters will have the absolute rights to put up additional construction and/or consume any balance and/or available floor space index or T.D.R. on the said property by constructing further structure/s on the said property even after the formation of the Society/ Company/Condominium and transfer of the said property and the Purchaser has agreed to purchase the said flat/shop/office with full knowledge of such right of the Promoters PROVIDED FURTHER THAT notwithstanding anything contained in this agreement, any rights reserved by the Promoters shall be subject to the rights of the Purchasers under this Agreement as regards the said Flat/Shop/Office and the same shall not prejudice or affect the rights of the Purchasers as regards the said Flat/Shop/Office and the exclusive use and enjoyment of the areas and facilities appurtenant to the said Flat/Shop/Office.



8.3 It is expressly agreed that the Promoters shall be entitled to develop and/or re-develop the remaining part of the Layout in a phase-wise manner.

8.4 The Purchaser/s shall not have any right in respect of floor space index sanctioned by the concerned local and statutory authorities in respect of the said property and or the remaining part of the said Layout and any other floor space index that may be sanctioned in future and the Promoters shall be entitled to utilise the same for the development of the said Property. The Promoters intend to commence and shall be entitled to, in due course, carry on further development of the remaining part of Layout or Larger Property in accordance with the sanctioned plans, in a phase-wise manner or with any variations or modifications or any amendments thereof, as may be approved by the concerned authorities, from time to time.

8.5 It is expressly agreed that the Promoters shall be entitled to develop and/or re-develop the remaining part of the Layout / Larger Property in a phase-wise manner. The Purchaser/s shall not have any right in respect of floor space index or TDR as may be sanctioned by the concerned local and statutory authorities in respect of the said property and or the remaining part of the said Layout / Larger Property and any other floor space index or TDR that may be sanctioned in future and the Promoters shall be entitled to utilise the same for the development of the said Property. The Promoters intend to commence and shall be entitled to, in due course, carry on further development of the remaining part of Layout or Larger Property in accordance with the sanctioned plans, in a phase-wise manner or with any variations or modifications or any amendments thereof, as may be approved by the concerned authorities, from time to time and by construction of multiple buildings (with or without wings) as stated above. The purchaser shall not be entitled to object to the construction on the other part of the said Larger property or Layout or any modifications in the building plans of the other building /s and any realignment or modifications in the Layout of the Larger property .PROVIDED THAT such variations or modifications do not substantially affect the said Premises/ Plat agreed



to be sold under this Agreement , In the event such variation/ modifications majorly affect the Flat/ Premises it is agreed that the Owners/Promoter shall obtain prior consent in writing of the Allottee or 2/3rd of the purchasers of the flats in the concerned phase as provided in KERA in respect of such variations or modifications unless such alterations or additions are required by any Government authorities or become necessary due to change in law or building rules or regulations .

9. INTEREST ON AMOUNT DUE

9.1 The Purchaser/s agree/s to pay to the Promoters interest on all the amounts which become due and payable by the Purchaser/s to the Owners under the terms of this agreement from the date the said amount is payable by the Purchaser/s to the Owners in the manner stated herein .

9.2 Without prejudice to the rights of the Promoters to take action arising out of delay in the payment of installments on due date , the Purchasers/ Allottee shall be bound and liable to pay interest as per State Bank of India's Highest Marginal Cost of Lending Rate plus 2 % per annum with monthly rests on all the amounts which become due and payable by the Purchaser/ Allottee to the Owners/ Promoters till the date of actual payment, provided that tender of the principal amount and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoters under this Agreement nor shall it be construed as condonation of delay by the Promoters/ Owners . The amount of interest may be informed to the Purchaser/ Allottee from time to time or on completion of the said Premises/ Flat and the Purchaser/ Allottee has/have agreed to pay the same as and when demanded before the possession of the said Premises/ Flat is handed over. In the event the State Bank of India's Highest Marginal Cost of Lending Rate is not in use it will be replaced by such benchmark lending rates which the State Bank of India may fix for time to time for lending to the general public.



9.3 The Owners shall, in respect of any amount, including interest payable but not paid by the Purchasers under the terms and conditions of these presents, have first lien and charge on the said Flat / Premises agreed to be purchased by the Purchaser.

9.4 If the Promoters fail to abide by the time schedule for completing the project and handing over the [Premises/ Flat] to the Purchaser/Allottee, the Promoters agrees to pay to the Purchaser/Allottee, who does not intend to withdraw from the project, interest as per State Bank of India's Highest Marginal Cost of Lending Rate plus 2 % per annum, on all the amounts paid by the Purchaser/Allottee, for every month of delay, till the handing over of the possession.

10. TERMINATION ON DEFAULT IN PAYMENT AND BREACH OF CONDITIONS

10.1 The Purchaser confirm that the installments payable by the Purchaser shall be paid on the due dates without any delay or default as time in respect of the installments payable by the Purchaser under these presents is of essence of the contract. Without prejudice to the right of Promoters to charge interest in terms of sub clause 9.2 above, on the Purchaser/Allottee committing default in payment on due date of any amount due and payable by the Purchaser/Allottee to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/Allottee committing defaults of payment of instalments, or on the Purchaser/s committing breach of any of the terms and conditions herein contained, the Promoters shall without prejudice to their other rights or remedies in law under this agreement or otherwise be entitled at their own option to terminate this agreement and forfeit the amount of Rs. _____/- of the total agreed consideration and the brokerage paid for this agreement out of the consideration till then paid by the Purchaser together with any taxes and brokerage paid under this agreement as liquidated



damages. The said amount which the Promoters is entitled to forfeit is agreed to be a fair and reasonable estimate of loss and damages that the Promoters will suffer in case of breach of the Purchasers and does not amount to penalty .

10.4 Provided that, Promoters shall give notice of fifteen days in writing to the Purchaser/Allottee, by Registered Post AD at the address provided by the Purchaser/Allottee and mail at the e-mail address provided by the Purchaser/Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/Allottee fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund the amount till then received from the Allottee/s without any interest thereon within a period of 30 days, by deducting: (i) an amount of Rs. _____/- (Rupees .. _____ Only) towards liquidated damages and/or cancellation in addition to any interest (as specified in the Rules of the said Act) payable on outstanding amount overdue from the Allottee/s, (ii) the stamp duty, registration charges, cost of extra work etc. and (iii) the amount of Service Tax, VAT, GST, LBT or any other taxes charged by the Promoters to the Allottee/s till the date of such termination and the Promoters herein shall be entitled to deal with the said Flat with any prospective buyer. Delay in issuance of any reminder/s or notice/s from the Promoters shall not be considered as waiver of Promoters' absolute right to terminate this Agreement.

10.2 It is specifically agreed between the parties hereto that, if the transaction in respect of the said Flat between the Promoters and Allottee/s herein terminated as stated



hereinabove then all the instruments under whatsoever head executed between the parties hereto or between the Promoters and Allottee/s herein, in respect of the said Flat, shall stand automatically cancelled and either party have no right, title, interest or claim against each other.

10.4 The Promoters shall upon termination of this Agreement be at liberty to re enter and resume possession of the Flat/Premises (if such possession is given to the purchaser) and remove there from everything whatsoever brought in by the Purchaser/s without any objection or hindrance from the Purchaser/s .The Promoters after such termination shall be entitled to dispose of and sell the said Flat/Premises to such person/s and at such price as the Promoters may in their absolute discretion think fit. It is agreed that upon termination of this Agreement as set out in this clause together with interest as stated hereinabove the Purchaser/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever in the said Flat/Premises

10.3 In the event of termination as contemplated herein, the Owners shall not at any time be liable to refund the taxes including service tax, vat, GST, stamp duty, registration charges and any other tax by whatsoever name called, paid by the Purchasers on any of the installment mentioned under this agreement.

11. POSSESSION OF THE SAID FLAT

11.1 The Promoters shall give possession of the said Premises to the Purchaser/s on _____ from the date hereof, provided that the Purchaser/s has paid to the



Promoters the entire consideration payable hereunder and all the deposits to be made and the moneys to be deposited by the Purchaser/s with the Promoters under this agreement. If the Promoters fail or neglect to give possession of the said Premises as aforesaid on account of reasons beyond their control or control of their agents by the aforesaid date or on any date as may be mutually extended by the parties then in such event the Promoters shall be liable on demand to refund to the Purchaser/s the amounts already received by the Promoters in respect of the said Premises with simple interest at the rate of 9% per annum from the date the Promoters received the same till the entire amount of interest thereon is repaid by the Promoters to the Purchaser/s and the Purchaser shall have no charge on the said Property or the said Premises, whatsoever. The Purchaser shall only be entitled to a monetary claim against the Promoters PROVIDED THAT the Promoters shall be entitled to reasonable extension of time for giving delivery of the said Premises if the delay is on account of any reasons beyond their control including but not limited to any of the following reasons:

- i) non availability of cement, steel, other building material, water or electric supply;
- ii) War, civil commotion, flood, drought, fire, cyclone, earthquake, act of god or any calamity by nature affecting the regular development of the real estate project ("Force Majeure").;
- iii) any notice, order, rule, notification of the Government and/or other public or Competent authority and changes in the government or Municipal policy.
- iv) Extension of time for giving possession as may be permitted by the Regulatory Authority under the said Act for reason where actual work of said Project / Building/s could not be carried by the Promoters as per sanctioned



plan due to specific stay or injunction orders relating to the said Project from any Court of Law, or Tribunal, Competent authority, statutory authority, high power committee including RERA Authorities etc. or due to such circumstances as may be decided by the Authority.

11.2 If, however, the completion of the said Project is delayed due to the Force Majeure conditions then the Allottee/s agrees that the Promoters shall be entitled to the extension of time for delivery of possession of the Flat, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/s agrees and confirms that, in the event it becomes impossible for the Promoters to implement the said Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoters shall refund to the Allottee/s the entire amount received by the Promoters from the allotment within 30 days' from that date. After any refund of the money paid to the Allottee/s, Allottee/s agrees that he/she/they shall not have any rights, claims etc. against the Promoters and that the Promoters shall be released and discharged from all its obligations and liabilities under this Agreement.

11.3 Further the Allottee/s agrees not to raise any objection and agrees to make payment of all installments as per the work progress even if the Promoters completes the building/s substantially earlier than the aforesaid date.

11.4 As agreed herein above a variation upto +/- 3% is permissible in the proposed carpet area of the said Flat and the Purchaser/s shall not raise a dispute or make any claims against the Promoters in this regard as the said variation upto +/- 3% may be a result of the internal finishing work that is undertaken by the Promoters in the said Flat or minor variations in the building plans, site conditions etc subject to what is stated in Clause 4.10 above of this Agreement .



12. PROCEDURE FOR TAKING POSSESSION

12.1 The Promoter, upon obtaining the occupancy certificate from the competent authority in respect of the said Flat/ Premises and the payment made by the Allottee as per this agreement, the Purchaser/s shall take possession of the Premises within ____ (____) days of the Promoters giving written notice to the Purchaser/s intimating that the said Premises is ready for use and occupation. The Promoters agrees and undertakes to indemnify the Purchaser/Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Purchaser/Allottee agree(s) to pay the maintenance charges as determined by the Promoters and after completion of the project and handing over the charge of the said Property to the said Society . The Promoters on its behalf shall offer the possession to the Purchaser/Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

12.2 At the time of taking possession of the Premises, the Purchaser shall fully satisfy himself with regard to the completion of the Premises in all respects as being in accordance with the terms and conditions of this Agreement and pass a writing to that effect to the Promoters, where after the Promoters shall not be bound to meet any claim of the Purchaser on the ground that the Premises has not been completed in accordance with the agreed specification or that any unauthorized changes have been made therein or that the agreed amenities have not been adequately provided by the Promoters.

12.3 Failure of Allottee to take Possession of the Premises/ Flat Upon receiving a written intimation from the Promoter as per this clause , the Allottee shall take possession of the Premises/ Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the



Premises/ Flat to the Allottee. In case the Allottee fails to take possession within the time provided in this clause such Allottee shall continue to be liable to pay maintenance charges as applicable.

12.4 The Promoter shall without any hindrance or objection by the Purchasers be entitled to carry out and continue themselves or through their Contractors or otherwise the remaining work in respect of the Building/s proposed on the said property and the Purchasers shall not raise any grievances with respect to cause of nuisance or annoyance or disturbance against the Promoters.

13. STRUCTURAL DEFECTS/ ADDITIONS AND ALTERATIONS OF THE SAID FLAT/ SHOP/ OFFICE

13.1 If within a period of five years from the date of handing over the Flat/ Premises to the Purchaser/Allottee, the Purchaser/Allottee brings to the notice of the Promoters any structural defect in the Flat/ Premises or the building in which the Flat/ Premises is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act and which compensation shall not exceed the costs of such repairs.

13.2 Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said Premises/ Unit and in specific the structure of the said Premises / Wing of the said Building/s which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoters the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect



on the part of the Promoters , and shall not mean defect/s caused by normal wear and tear and by negligent use of Premises/ Units by the Occupants, vagaries of nature etc.

13.3 Further where the manufacturer warranty as shown by the Promoters to the Allottee ends before the defects liability period and such warranties are covered under the maintenance of the said Premises / Building / Wing, and if the annual maintenance contracts are not done / renewed by the Allottee/s the Promoters shall not be responsible for any defects occurring due to the same.

13.4 That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/ manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Premises and the said Building and the common project amenities wherever applicable.

13.5 That the allottee has been made aware and that the allottee expressly agrees that the regular wear and tear of the Premises / Building / Wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

13.6 Provided further that any default or deviation in usage /maintenance of the said Premises/ Building shall amount to default on part of the allottee towards proper maintenance of the Premises / building / Wing and the allottee shall not be entitled to claim any compensation against defect liability from the Promoters .

13.7 It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the Premises / building / Wing and in



the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

13.8 Till a conveyance of the Property on which the building in which the said Flat is situated is executed in favour of Proposed Society, the Allottee shall permit the Promoter and their surveyors and agents, with' or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

14. ALLOTMENT OF CAR PARKING SPACE AND PURPOSE OF USE OF CAR PARKING SPACE AND PREMISES

14.1 The Promoters have allotted to the Purchasers _____ open/ stilt/podium/basement car parking space in the proposed building/s as earmarked on the parking plan of the said building, which is annexed hereto and marked as Annexure "D colly" hereto. It is expressly clarified that the Promoters are providing/ allotting the said Car Parking Space as an amenity and the said car parking space on conveyance of the said property to the Proposed society /Condominium / Limited Company as the case may be, shall be part of the common amenities for all the said Proposed society /Condominium / Limited Company. The Car Parking Spaces, shall only be used for parking of Light Motor Vehicles (L.M.V.) for personal and family use. It is agreed by the Purchasers shall not be entitled to raise any objections or create any hindrances with respect to the rights of the Promoter to allot the Car Parking Spaces to any person of their choice and shall abide by the said allotment till formation of Proposed society /Condominium / Limited Company in respect of the flat purchasers of the said Building .

14.2 The Promoter shall without any hindrance or objection by the Purchasers be entitled to carry out and continue themselves or through their Contractors or otherwise the remaining work in respect of the Building/s proposed to be constructed in a phase wise



manner on the said Larger property and the Purchasers shall not raise any grievances with respect thereto or cause any obstruction or create any nuisance or annoyance or cause any disturbance to the Promoters in such further construction or development of the said remaining part of the Layout .

15. TRANSFER OF TITLE

15.1 The Promoters shall decide the nature and contents of the document for the purpose of transferring proper title in favour of the Flat purchasers. The Promoters after complete utilization of the entire Building Potential of the said Larger Property the Layout is fully developed and after all the flats are sold out and the Agreements in respect of the same are registered and the Promoters have received the entire consideration from the said Flat Purchasers, the Promoters shall as provided in the said Act and the rules and regulations thereunder, may form a Co-operative Society of the Allottees/ Purchasers of Flats in respect of the Building on the said property.

15.2 It is agreed that, since the said Property is part of a Layout/Larger Property, the Promoter shall form a separate co-operative Society for the building on the said Property described in the Second Schedule hereunder written as may be constructed by them. The Promoters shall execute a separate Conveyance of the super structures of such building on the said property in favour of such separate Co-operative Society.

15.3 The Promoter shall be entitled to form a separate Co-operative Society for each building as may be constructed by them on the said Layout and shall be entitled to execute separate Conveyance of Superstructure of other building in the Layout. The Promoter shall with the co-operation of such Societies incorporate and form an Apex Society or Federation of such Societies and convey the Ownership rights or Title in respect of the said Larger Property (being the land underneath the said structures ,



common open spaces , Recreation Grounds , common utility area ground if any and other common amenities etc) in favour of such Federation of the Societies/ Apex Society to the end and intend that each Society will be exclusively entitled to proportionate right, title and interest in the Larger Property, common open spaces , Recreation Grounds , common utility area ground if any and other common amenities in proportion to their construction area. The Promoters may instead of forming a Federation of Societies or Apex Society may also execute a common Conveyance jointly in favour of all the Societies, that may be formed jointly to give effect to the aforesaid intention of vesting each Society with proportionate rights in the Larger Property and their respective building/s. The said documents shall be drafted by the Advocates for the Promoters and shall be in consonance with the terms and conditions of this agreement.

15.4 Notwithstanding anything contained in this clause or any other provisions of this Agreement, the Promoters shall be entitled at their own and absolute discretion to decide and determine as to how and in what manner the infrastructure, including common utility area and/or recreation and common open spaces ground if any may be allowed to be utilized by the Flat Purchasers and/or the Society/Condominium/Limited Company/ Federation of Co-Operative Societies and the ownership in respect of the said common areas and the balance F.S.I. shall always remain with the Promoters till execution of conveyance in favour of Federation of Societies or Apex Society as mentioned above. The Promoter shall, after obtaining necessary permission from the concerned local and statutory Authorities, construct additional Flats and shall be entitled to deal with and dispose of such constructed Flat to any such person/s or parties at such rate and on such terms as they may deem fit and proper.

15.5 At the time of registration of conveyance of the structure of the building on the said property, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of the



said Building. At the time of registration of conveyance of the Larger Property in favour of Apex Society or Federation after the development is complete, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation of Societies on such conveyance or any document or instrument of transfer in respect of the said Larger property and common amenities to be executed in favour of the Apex Body or Federation of Societies .

15.6 The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the formation of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. MEMBERSHIP AND OTHER RIGHTS AND DUTIES OF THE PURCHASER/S

16.1 The Allottee along with other Allottee(s) of Flat/Premises in the building shall join in forming and registering the Co-operative Society to be known by such name as the Promoter 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 registration of the Society or Association or Limited Company or Federation of Societies and for becoming a member, including the bye- laws of the proposed Society or Association or Limited Company or Federation of Societies and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee 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,



16.2 The Allottee shall observe and perform and shall be bound by all the rules, bye laws and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat/Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat/Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement. It is, however, expressly agreed that the right, title and interest of the Promoters in the said Flat/Shop/Office shall be transferred, assigned in favour of the Purchaser and the application for this membership of the Society/Condominium/Limited Company shall be submitted by the Promoters only on condition that the Purchaser and the other Purchasers of different Flat/Shop/Office/s strictly perform the terms and conditions of this Agreement and pay to the Promoters all the amounts due and payable under this Agreement.

16.3 It is agreed and understood between the parties hereto that till the completion of the project by construction of new buildings and even after possession of the Flat/Shop/Office hereby agreed to be sold is given to the Purchaser, the Promoters shall be absolutely entitled to and shall be having authority and control as regards the unsold Flat/Shop/Office and balance F.S.I. and T.D.R. (if available) and the right to further develop the said Property by use of T.D.R. at its disposal thereof.

16.4 Even after the Promoters have completed the development of the entire Larger Property, the Promoters shall continue to have a right to hold and/or dispose off the



remaining unsold Flat/Shop/Office/s in such manner as they think fit and the sale proceeds thereof shall belong absolutely to the Promoters and the Purchaser/s of such remaining Flat/Shop/Office/s shall be accepted as members of such Society/Association or limited Company. The Promoters in that case shall not be required to pay any transfer fees charges, premium and/or donation and/or compensation and/or cost in any form whatsoever to the Society/Association or limited Company, save and except the membership fee, share money and entrance fee per member for such remaining unsold Flat/Shop/Office/s.

16.5 The Purchaser/s is/are aware that the construction and development of the said Property and the remaining Layout is being done by the Promoters in a phase-wise manner and the Purchaser/s agree/s and undertake/s to permit and give the Promoters all facilities for making any additions, alterations or to put up any additional structure or floors on the said building/s and/or on the said Property till such time the said Property is fully developed by the Promoters. The Purchaser/s agree/s and undertake/s not to object to such construction on the ground of change of layout or building plans, amalgamation with adjoining properties/plots or nuisances, annoyance, inconvenience and/or otherwise for any other reasons whatsoever.

17. OUTGOINGS AND PROPORTIONATE CONTRIBUTION

17.1 Commencing a week after notice in writing is given by the Promoters to the Purchaser/s that the said Flat/Shop/Office is ready for use and occupation, the Purchaser/s shall be liable to bear and pay to the Promoters the proportionate share (i.e. in proportion to area of the said Flat/Shop/Office) of outgoings in respect of the said Property viz. non-agricultural taxes, local taxes, water charges, common electricity charges, repairs and sundry maintenance costs and salaries of clerks, bill collectors, watchmen, sweepers, club house maintenance, and all other expenses necessary and incidental to the management and maintenance of the said building and land appurtenant, the Purchaser/s shall pay to the Promoters, such proportionate share of outgoings as may be determined by the Promoters, whose decision in this regard shall be final and binding



on the Purchasers. The Allottee/s hereby admits that said deposits are only provisional and the actual amount that may be demanded by the Promoters may differ.

17.2 It is agreed that in case any further amounts or deposits are required by the concerned local and statutory Authority for the purpose of procuring the water connection to the said building/s or if any amount is required for construction of Electric sub-station the Purchaser/s of all the Flat/Shop/Office shall contribute for the same on pro rata basis as determined by the Promoters.

17.3 The Purchaser/s shall before taking possession of the said Premises keep deposited with the Promoters the following amounts.

- i) Rs. _____/- for legal charges, for preparation of these presents/ agreement.
- ii) Rs. _____/- towards Purchaser's share of Non-Agricultural taxes and concerned statutory/ local property assessment taxes and other outgoings for 12 months in advance.
- iii) Rs. _____/- being the advance maintenance charges for an initial period of _____ months which is being calculated at the rate of Rs. _____/- per sq. ft. per month which includes club maintenance charges.
- iv) Rs. _____/- Deposit towards Electric meter and Water meter
- v) Rs. _____ towards development charges.
- vi) The Purchaser/s hereby covenant/s to pay such further amount or amounts to the Promoters if any, if such deposits or payments



referred to above get exhausted or is found to be insufficient to meet the taxes and expenses to be incurred by the Promoters.

17.4 The aforesaid diverse amounts collected as contribution towards outgoings and expenses after deducting the actuals if any balance is left will be placed with the Promoters under this agreement and shall not carry interest and will remain with the Promoters and shall be utilized for the purpose for which they have been received. If the Promoters have already incurred any of the aforesaid expenses, the Promoters shall be entitled to get reimbursed for the same from the aforesaid deposits.

17.4 The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Purchaser/Allottee as advance or deposit, sums received on account of the share capital or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received. If any documents are required to be executed in pursuance of this Agreement in favour of the Society and/or in favour of the Premises Purchasers, the Purchaser/s shall bear the Purchaser's share of proportionate stamp duty deficit duty, penalty if any, and registration charges, payable, if any.

17.5 The Promoters may charge the allottee separately for any upgradation / changes specifically requested or approved by the allottee in fittings, fixtures and specifications and any other facility which have been done on the allottees request or approval but which have not been agreed upon herein or as shown in the website of the registered authority.

18. PAYMENT OF SERVICE TAX, MVAT, GST AND OTHER TAXES

18.1 The Purchaser/s hereby agrees to pay any Service Tax and MVAT, GST together with interest and penalty, if any, or any such other tax, duty, fees, cess that is payable by way of Service Tax or MVAT including GST (Goods and Services Tax) under these



presents or otherwise in respect of intended sale of Flat/Shop/Office by the Promoters to the Purchaser becoming payable by the Purchasers in respect of the said Flat/Shop/Office on demand by the Promoters without any demur. The Promoters shall not contribute anything towards such taxes, duties, fees, cess. If however, the Promoters is compelled to pay such taxes, the Purchaser/s shall reimburse to the Promoters such amount forthwith on demand together with the interest @ 18% (Eighteen Percent) per annum and in determining such amount the decision of the Promoters shall be conclusive and binding upon the Purchaser/s. If the Purchaser/s commit default in payment of the Service Tax and the MVAT, GST and the interest and penalty, if any, thereon the Promoters shall be entitled to withhold delivery of possession of the Flat/Shop/Office to the Purchaser/s until the Service Tax and the MVAT, GST and the interest and penalty are paid.

18.2 The Purchaser/s hereby agree/s that in case the Government of Maharashtra or any other concerned local or statutory authority applies or levies Sales Tax, GST or any other tax by whatsoever name on the sale of this Flat/Shop/Office and other Flat/Shop/Office etc. and if any such tax becomes payable in relation to the said Flat/Shop/Office, the Purchaser/s shall pay the same immediately on demand being made by the Promoters and until such time, the same shall remain unpaid or deposited by the Purchaser/s in a separate account with the Promoters, the Purchaser/s shall not be entitled to be put in physical possession of the said Flat/Shop/Office. It is expressly agreed that the legal obligation and liability to pay or to make any contributions towards the aforesaid Sales tax, GST or such other tax on sale of Flat/Shop/Office etc. (if any), shall be that of the Purchaser alone with interest and penalty, if any, and any loss or damage arising to the Promoters on account of non-payment thereof in time or otherwise, by the Purchaser/s shall be reimbursed to the Promoters on demand by the Purchaser/s;

18.3 Time for payment of the Service Tax and MVAT, GST and interest and penalty if any thereon is of the essence of the contract. The Promoters shall forward to the Purchaser/s an intimation of the notice of demand received by them from the Service Tax and MVAT, GST Authorities calling upon the Purchaser/s to pay forthwith the amounts



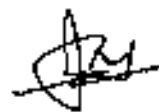
demand under the said notice without any demur to the Promoters and the Purchaser/s shall be bound to pay the said amounts within eight days of Promoters dispatching such intimation by Courier or Registered post at the address of the Purchaser/s as given in these presents. The Promoters will keep the original of such demand notice open for inspection by the Purchaser/s at the office of the Promoters and such notice shall be conclusive and binding upon the Purchaser/s and the Purchaser/s agree not to dispute the same; and

18.4 On the Purchaser/s committing default in payment of the abovementioned Service Tax and MVAT, GST and the interest and penalty, if any the Promoters shall be entitled at their own option to terminate this agreement and forfeit the money received by them till such time. PROVIDED ALWAYS that the power of termination hereinbefore contained shall not be exercised by the Promoters unless and until the Promoters shall have given to the Purchaser a prior notice in writing of their intention to terminate this agreement by bringing to his/her/its notice the default of non-payment of Service Tax and MVAT, GST calling upon the Purchaser/s to remedy such breach or breaches within the notice period. PROVIDED FURTHER THAT upon termination of this agreement as aforesaid, the Promoters shall be entitled to and shall be at liberty to dispose off and sell the said Flat/Shop/Office to such person and at such price as the Promoters may in their absolute discretion think fit. It is clarified that the Purchasers shall not at any time be entitled to refund of including service tax, vat, GST or any of the taxes, by whatsoever name paid by the Purchasers, on any of the installment mentioned under this agreement, from the Promoters and the Purchasers agree not to raise any disputes in respect of the same.

19. COVENANTS AS TO USE AND MAINTENANCE OF FLAT/SHOP/OFFICE

19.1 The Purchaser/s with intention to bind all persons into whose hands the said Flat/Shop/Office may come do hereby covenant with the Promoters as follows: -

- a) To maintain the said Flat/Shop/Office at Purchaser/s own cost in good tenable condition from the date of possession of the said Flat/Shop/Office is taken and shall not do or suffered to be done anything in or to the said building in which the said



Flat/Shop/Office is situated, staircase or any passage, which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter to make addition in or to the said building in which the said Flat/Shop/Office is situated and the said Flat/Shop/Office itself or any part thereof.

b) Not to store in the said Flat/Shop/Office any goods which are of hazardous, combustible or dangerous nature or so heavy so as to damage the structure and/or construction of the said building in which the said Flat/Shop/Office is situated or storing of which goods are objected to by the concerned local and/or statutory authorities or other authority and shall not carry or cause to be carried heavy packages on upper floors which may damage the structure and/or construction of the said building in which the said Flat/Shop/Office is situated and in case any damage is caused to the said building in which the said Flat/Shop/Office is situate or the said Flat/Shop/Office itself on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

c) To carry out at his/her/their own cost, all internal repairs of the said Flat/Shop/Office and maintain the said Flat/Shop/Office in the same condition, state and order in which it was delivered by the Promoters to the Purchaser/s and shall not do or suffer to be done anything in or to the said Building in which the said Flat/Shop/Office is situated or do any act contrary to the rules and regulations and bye-laws of the concerned local and statutory authorities or other public authority and in the event of the Purchaser/s committing any act in contravention of the above provision the Purchaser/s shall be responsible and liable for the consequence thereof to the concerned local and / or statutory authorities and/or other public authority.

d) Not to demolish or cause to be demolished the said Flat/Shop/Office or any part thereof or at any time make or cause to be made any addition or alteration of whatever nature in or to the said Flat/Shop/Office or any part thereof nor any alteration in the elevation and outside colour scheme of the said building in which the said Flat/Shop/Office is situated and shall keep the said Flat/Shop/Office, sewers, drains, pipes in the said Flat/Shop/Office and appurtenances thereto in good tenable condition and in

particular so as to support, shelter and protect the other parts of the said building in which the said Flat/Shop/Office is situated and shall not chisel or in any other manner damage columns, beams, wall, slabs or RCC Partis or other structural changes in the said Flat/Shop/Office and/or carry out any structural changes or renovation of the said Flat/Shop/Office without the prior written permission of the Promoters and/or the Society, Condominium, limited Company and the concerned local and/or statutory authorities.

e) The Purchaser shall use the passenger lifts in the building for the purpose and under the rules framed by the Promoters or the proposed Society, Condominium, limited Company. All persons using lifts shall do so at their own risks. The Purchaser shall not carry or cause to be carried heavy or bulky packages to the upper floors by passenger lifts. The Purchaser shall not cause any damage to the lifts, staircases, common passages or any other parts of the said building/s.

f) The Purchasers shall allow the Promoters and their surveyors or agents with or without workmen and others at all reasonable times free and unobstructed access to and shall be entitled to enter into and upon the Flat/Shop/Office or any part thereof to view and examine the state and condition thereof and Purchaser shall make good the repairs, if any, required by the Promoters within fifteen days of the giving of such notice in writing by the Promoters to the Purchaser.

g) The Purchaser shall not affix any sign-boards or advertisement outside the building/s nor shall he affix any neon light without the prior consent in writing of the Promoters.

h) Not to do or permit to be done any act or thing which may render void or voidable any insurance on the said property and the said building in which the said Flat/Shop/Office is situate or any part thereof or whereby any increased premium shall become payable in respect of the insurance.



- i) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Shop/Office in the compound or any portion of the said property and the said building in which the Flat/Shop/Office is situate.
- j) Pay to the Promoters within eight days of the demand by the Promoters their share of security deposit demanded by the concerned local and/or statutory authorities or MIDC, or Statutory Authority or other person for giving water, electricity or any other services connections to the said building in which the said Flat/Shop/Office is situate.
- k) The Purchaser/s shall not let, sub-let, transfer, assign or part with Purchaser/s interest or benefit of this agreement till the Purchaser/s gets possession of the said Flat/Shop/Office from the Promoters and until all the dues payable by the Purchaser/s to the Promoters under this agreement including the monthly outgoings are fully paid up and only if the Purchaser/s had not been guilty of breach or non-observance of any of the terms and conditions of this agreement and until the said Purchaser/s has taken written permission of the Promoters in that behalf.
- l) The Purchaser/s shall observe and perform all the rules and regulations and bye laws of the Co-operative Society, Condominium or limited Company / Federation of Societies/ Apex Body as may be formed and the addition, alterations or amendments thereof, that may be made from time to time for protection and maintenance of the said building and the said Flat/Shop/Office therein and for the observance and the performance of the building rules, regulations and Bye-Laws for the time being in force and any amendments thereto made by the concerned local and/or statutory authorities and of Government and other public authority. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the such Co-operative Society, Condominium or a limited company/ Federation of Societies/ Apex Body as may be formed regarding the occupation and use of the said Flat/Shop/Office in the said building and shall pay and contribute regularly and punctually towards the various taxes, expenses and/or other outgoings in accordance with the terms of this agreement.



m) The Purchaser/s shall insure and keep insured the said Flat/Shop/Office against any loss or damages caused by fire or any other calamities for the full value thereof.

n) The Purchaser/s shall from the date the Purchaser/s are handed over possession of the said Flat/Shop/Office bear and pay proportionately statutory rents, rates and taxes and also any increase in the all rates, taxes, N. A. taxes, charges, cess and duties, dues, impositions, assessments, land tax, land revenue tax, water charges if any and other taxes, fines, penalties and outgoings levied, imposed or assessed in respect of the tenement and/or the said property and/or the said building by the concerned local and/or statutory authorities or the Government of Maharashtra or any other local or public body or authority and payable either by the Flat/Shop/Office purchasers thereof or which are indirectly levied on and collected by the concerned local and/or statutory authorities from each Flat/Shop/Office Purchaser. (So long as each of the tenement shall not be separately assessed, or if the levy is made collectively on the said building, the Purchaser shall pay his share of such levy in proportion in which the area of the tenement bears to the total of the tenements contained in the said building as the case may be). However, it will not require the Promoters to contribute a proportionate share of the maintenance charges of the Flat/Shop/Office/s which are not sold and disposed of by the Promoters in the said building. The proportionate amounts payable as determined by the Promoters/the Society, Condominium or Limited Company as may be formed shall be final and binding on all the Purchaser/s.

o) If any other taxes, such as VAT, GST and other taxes are levied by the State or Central Government or the concerned local and statutory authority, on this Agreement then the Purchaser/s alone shall be liable to pay such taxes even before or after the possession of the Flat/Shop/Office is handed over to the Purchaser, when such taxes become due and payable but within seven days when demanded by the Promoters.



p) The Purchaser/s can fix name boards, AC plants only at such locations and of such size as may be approved by the Promoters. Any breach of this term shall entitle the Promoters to remove the said Boards/AC at the cost of the Purchaser/s.

q) The Promoters may outsource the day to day maintenance of the proposed new building/s in favour of a third Party Facilities Management Services Firm and the Purchaser/s herein hereby give/s their consent for the same.

r. The Allottee shall not be entitled to claim possession of the said Flat/ Premises until the Occupation / Completion Certificate is received from the local authority and the Allottees has paid all dues payable under this Agreement in respect of the said Flat/ Premises to the Promoters and has paid the necessary maintenance amount/deposits, service tax, GST, vat and other taxes payable under this Agreement.

s. *That the Allottee/s shall indemnify and keep indemnifying the Promoters against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Allottee/s.*

t. *That any nominated surveyor / architect appointed for specific purposes stated in this covenant the fees of which shall mutually decide by and between the Promoters and the Allottee/s and the same shall be paid by the Allottee/s as agreed mutually.*

u. *That nothing herein contained shall construe as entitling the Allottee/s any right on any of the adjoining, neighbouring or the remaining buildings/ common areas etc. of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the Allottee/s to the Promoters in this regards. (add if applicable)*

20. **FORBEARANCE NOT TO BE CONSTRUED AS WAIVER**

20.1 No forbearance, indulgence or relaxation or inaction by the Promoters at any time to require performance of any of the provisions of these presents shall in any way effect,



diminish or prejudice their rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of those presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

21. SALE ONLY OF THE FLAT/SHOP/OFFICE

21.1 Nothing contained in this agreement is intended to be nor shall be construed as a grant, assignment, demise of the said Flat/Shop/Office or any part thereof or the said Property of the building/s or any part thereof in law. The Purchaser shall have no claim save and except the Flat/Shop/Office that is agreed to be sold to him/her/them under this Agreement. All other open spaces parking Spaces, lobbies, staircases, terraces etc. shall remain the Property of the Promoters till the execution of deed of assignment of lease in favour of federation of the Societies or purchasers of the buildings on the said layout.

22. PROMOTERS TO HAVE FIRST LIEN ON THE FLAT/SHOP/OFFICE

22.1 Notwithstanding anything contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in future by the Promoters) and notwithstanding the Promoters giving any no objection/permission for mortgaging the said Flat/Shop/Office or for creating any charge or lien on the said Flat/Shop/Office the Promoters shall have first possessory lien and first exclusive legal charge on the said Flat/Shop/Office and all the right, title and interest of the Purchaser/s under this Agreement for recovery of any amount due and payable by the Purchaser/s to the Promoters under this Agreement or otherwise.

23. USE OF TERRACE AND OPEN SPACES AND CREATE THIRD PARTY RIGHTS IN RESPECT OF THE SAME

23.1 It is expressly agreed that the Promoters shall have an irrevocable and perpetual right and be entitled to put a hoarding, signboards, telecommunication installations, v-sat



dish antenna on the said property or any parts of the building or buildings or said new building including on the terrace and on the parapet wall on the said property and the said hoardings may be illuminated or comprising of neon sign and for that purpose, the Promoters are fully authorised to allow temporary or permanent construction or erection for installation either on the exterior of the buildings or said new building or on the said property as the case may be and further the Promoters shall be entitled to use and allow third parties to use any part of the building and the property for installation of cables, satellite, communication equipment, cellular telephone equipment, dish antenna, radio turnkey equipment, wireless equipment, etc. The Purchaser/s agrees not to object or dispute the same. It is further expressly agreed that the Promoters shall have an irrevocable and perpetual right and be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof and the Purchaser/s shall not have any right or entitled to any such rents, profits and other compensation including any increase thereof or any part thereof. All the rents, profits and other compensation including any increase thereof shall be solely and absolutely belonging to the Promoters.

24. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE

24.1 After the Promoters executes this Agreement the Promoters shall not mortgage or create a charge on the *[Premises/ Flat] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Premises/ Flat].

24.2 The Promoters shall be at absolute liberty and shall have right to mortgage / assign/charge/transfer or deal with their rights title and interest in respect of the other unsold Premises and the said Property , to any financial institution or bank for the purpose of raising finance for completion of the said development work under taken by them in respect of the said property. The Purchaser/s hereby gives express consent to the Promoters



for creating such a mortgage/charge. This consent is an express understanding that any such loan liability shall be cleared by the Promoters, solely at their own costs and expenses without any recourse to the Premises Purchaser/s.

25. INSURANCE

25.1 The Promoters undertake to comply with the provisions of insurance as provided under the said Act Provided that such a policy is available with the Insurance Companies

26. LOANS AGAINST THE FLAT/SHOP/OFFICE:

26.1 The Purchasers shall be entitled to avail of necessary financial facilities/ housing loan from Banks/ Financial institutions for purchase of the said Flat/Shop/Office. It is hereby further expressly agreed that notwithstanding that the Purchaser/s approaches/has approached any Banks/Financial Institutions for availing of a loan in order to enable the Purchaser/s to make payment of the Total Consideration or part thereof in respect of the Flat/Shop/Office to the Promoters and/or mortgaged the Flat/Shop/Office with such Banks/Financial Institutions (which is to be subject to issuance by the Promoters of a No-Objection Letter in favour of such Banks/Financial Institutions) for repayment of the loan amount, it shall be the sole and entire responsibility of the Purchaser/s to ensure that the timely payment of the Total Consideration or the part thereof and/or the amounts payable hereunder. Further, the Promoters shall not be liable or responsible for the repayment to such Banks/Financial Institutions of any such loan amount or any part thereof taken by the Purchaser/s. All costs in connection with the procurement of such loan and mortgage of the Flat/Shop/Office and payment of charges to banks, institutions, shall be solely and exclusively borne and incurred by the Purchaser/s. Notwithstanding the provisions hereof, it is clarified that until all the amounts (including total consideration, contribution, Common area maintenance Charges and Property Tax) payable hereunder have not been paid, the Promoters shall have a first possessory lien and first exclusive legal charge on



the said Flat/Shop/Office and all the right, title and interest of the Purchaser/s under this Agreement for recovery of any amount due and payable by the Purchaser/s to the Promoters under this Agreement or otherwise. The Purchaser/s has no objection and hereby waives his right to raise any objection in that regard.

26.2 The Purchaser/s hereby expressly agrees that so long as the aforesaid loan remains unpaid/outstanding, the Purchaser/s subject to the terms hereof, shall not sell, transfer, let out and/or deal with the Flat/Shop/Office in any manner whatsoever without obtaining prior written permission of the Promoters and/or such Banks/Financial Institutions. The Promoters shall not be liable or responsible for any of the acts of omission or commission of the Purchaser/s which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Purchaser/s to inform the Society/ Condominium/ Limited Company/ Federation about the lien/charge of such Banks/Financial Institutions and the Promoters shall not be liable or responsible for the same in any manner whatsoever. The Purchaser/s shall indemnify and keep indemnified the Promoters and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Promoters and its successors and assigns may suffer or incur by reason of any action that such Banks/Financial Institutions may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Purchaser/s of the terms and conditions governing the said loan in respect of the Flat/Shop/Office. Notwithstanding the provisions hereof, the Purchaser/s hereby agrees and undertakes that the Promoters shall have first lien/charge on the Flat/Shop/Office towards all the claims, costs, charges, expenses and losses etc. of the Promoters and the Purchaser/s further undertakes to reimburse the same to the Promoters without any delay, default or demur.

27. NO ASSIGNMENT OR GRANT OR DEMISE OF PROPERTY



27.1 The Purchaser/s agrees and confirms that nothing contained in these presents is intended to be nor shall be construed as a grant, demise or assignment of the said property or any part thereof in any manner whatsoever and the intention of the parties is not to sell or transfer the said property or any part thereof and further that no right, title or interest was created in favour of the Purchaser/s at any point of time in the said Building and the said Flat/Shop/Office herein and will not be created till such time the construction of the said Flat/Shop/Office is completed by the Promoters and in pursuance thereof the possession is given by the Promoters to the Purchaser/s on payment of full consideration thereof and the intention of the parties hereto is subject to receipt of full consideration as agreed herein always is and shall be to sell the said Flat/Shop/Office alone as and when the construction whereof is completed and the Flat/Shop/Office is ready for occupation at which point of time a sale shall take place by handing over of the possession by the Promoters to the Purchaser/s only under a written possession letter to be issued. The parties hereto confirm and agree that the consideration agreed to be paid by the Purchaser/s is for the purchase of the said Flat/Shop/Office and not divisible towards consideration for a part of the said property and for the construction of Flat/Shop/Office. The Purchaser shall have no right, title or interest therein till such time the work of development of the said property is completed to the satisfaction of the Promoters in that respect is received by the Promoters and till such time the said property or part thereof and all open spaces, parking spaces, lobbies, stair-cases, terraces, recreation spaces, etc. and the said Flat/Shop/Office will remain the property of the Promoters. For removal of doubts it is clarified that the goods namely the said property or the said Flat/Shop/Office is not intended to pass under these presents from the Promoters to the Purchaser/s and the Purchaser/s shall not exercise any rights of whatsoever nature over the same till such time the Promoters hand over the possession of the said Flat/Shop/Office to the Purchaser/s and that till such time possession is handed over, the significant risks and rewards of the said Flat/Shop/Office and the said property shall not pass to the Purchaser/s and till such time the effective control and management shall continue to remain with the Promoters till formation and handover of the said Flat and the said building in favour of the



Proposed Society/Condominium/Company/ Federation of Societies. The Purchaser/s hereby agrees and declares that he/she/they shall at no point of time ask for independent rights in the said Building/s and/or in the said property.

27.2 The Purchaser/s shall have no claim against the Promoters save and except in respect of the said Flat/Shop/Office hereby agreed to be allotted/ sold under this Agreement, so that the open spaces, parking spaces, lobbies, staircases, lifts, common entrances, common passages or terraces (save as herein provided) and rights in respect of remaining or future FSI and/or TDR, including all rights that may be available in respect of the said Property as also the Larger property in future will remain the property of the Promoters and/or the Society/Condominium/Company as per their mutual agreement. The open spaces, common entrance, common passages, lobbies, staircases and lifts shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purposes or anything else. The Purchaser/s shall not use or permit the use of common entrance, common passages, open spaces, lobbies, staircases for storage of or for use by servants at any time.

28. FLAT/SHOP/OFFICE PURCHASER NOT TO CLAIM PARTITION OF PROPERTY

28.1 The Purchaser shall not be entitled to claim partition of his/her/their share in the said Property and the said building/s and the same shall always remain undivided and impartible. The Promoters shall be entitled to amalgamate the Property with adjoining Property or sub divide the same as may be necessary for more beneficial use and enjoyment of the said Property, if desired by the Promoters or for abiding to any norms of the concerned local or any statutory authority and the Purchaser/s shall have no right to object the Promoters for any reason whatsoever.

29. BINDING EFFECT

29.1 Forwarding this Agreement to the Purchaser/Allottee by the Promoters does not



create a binding obligation on the part of the Promoters or the Purchaser/Allottee until, firstly, the Purchaser/Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoters . If the Purchaser/Allottee(s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/Allottee 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/Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Purchaser/Allottee in connection therewith including the booking amount shall be returned to the Purchaser/Allottee without any interest or compensation whatsoever.

30. ENTIRE AGREEMENT

30.1 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/ Flat /building, as the case may be.

31. RIGHT TO AMEND

31.1 This Agreement may only be amended through written consent of the Parties.

32. NOTICES



32.1 That all notices to be served on any one of the Purchaser/Allottee and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/Allottee or the Promoters by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

_____ Name of Allottee

_____ (Allottee's Address)

Notified Email ID : _____

M/s Shantistar Builders (Promoters)

Building No.E-1, Sector-7,

Shantinagar, Mira Road(East)

Dist:Thane:-401107

Notified Email ID : shantistarbuilders@gmail.com

32.2 It shall be the duty of the Allottee/s and the Promoters to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoters or the Allottee/s, as the case may be. Further, that in case there are Joint Allottees all communications shall be sent by the Promoters to the Allottee/s whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Allottee/s.

33. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES

33.1 If the Allottee/s is purchasing the said Flat , then the Allottee/s shall be entitled to sell the said Flat even during the construction stage to any person of own choice. The Promoters shall issue in his favor necessary No Objection Certificate to that effect and also shall co-operate the Allottee/s in that regard, provided i) the Allottee/s pays entire consideration amount to the Promoters before so selling the said Flat , ii) the subsequent Allottee of the said Flat absolutely



consents to abide by all terms and condition of this Agreement for all purposes and unconditionally agrees to stand in the shoes of the Allottee/s. If the Allottee/s transfers / assigns the said Flat in favour of the subsequent Allottee within stipulated period laid down by relevant law/s time being in force the Allottee/s / subsequent Allottee will be entitled to applicable discount, if any, by way of adjustment in the stamp duty payable on the transaction, subject to prevailing provisions of the Maharashtra Stamp Act, 1958.

33.2 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 Allottees of the [Premises/ Flat], in case of a transfer, as the said obligations go along with the [Premises/ Flat] for all intents and purposes.

34. SEVERABILITY

34.1 If any provision of this Agreement shall be determined to be void or unenforceable under the Act 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 Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

35.1 Wherever in this Agreement it is stipulated that the Purchaser/Allottee has to make any payment, in common with other Purchasers/Allottee(s) in Project, the same shall be



in proportion to the carpet area of the [Premises/ Flat] to the total carpet area of all the [Premises/ Flat] in the Project.

36. FURTHER ASSURANCES

36.1 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.

36.2 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition / sale / transfer of immovable properties in India etc. and provide the Promoters with such permission, approvals which would enable the Promoters to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he / she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoters accepts no responsibility in this regard. The Allottee shall keep the Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee 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 Allottee and such third party shall not have any right in the application / allotment of the said Flat/ Premises applied for herein in any way and the Promoters shall be issuing the payment receipts in favour of the Allottee only. (Strike out where not applicable)

36.3. For the purpose of this transaction the Promoters has relied on the representations of the Allottee/s that the amount of total consideration in respect of the said Flat payable by the Allottee/s to the Promoters or portion thereof is not originated from any proceeds of crime as envisaged under the provisions of Prevention of Money-Laundering Act, 2002 / Benami Transactions (Prohibition) Amended Act, 2016 amended up-to-date, and rules thereunder.

36.4 Provided that any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS), as may be required under the present Income Tax Act, 1961, under section 194IA, read together with the Income Tax Rules, 1962, as per present prevailing law or such other Acts that may be introduced or substituted for the Income Tax Act, 1961 whether called the Direct Tax code or by such other name, to govern the deduction and payment of the TDS in respect of purchase of Immoveable property, while making any payment to the Promoters under this Agreement shall be acknowledged / credited by the Promoters to the account of the Allottee/s, only upon Allottee/s submitting the Original certificate, evidencing deduction and payment of such tax deducted at source as may be prescribed by the Law and rules governing the deduction of TDS, presently Income Tax Act, 1961 and the Income Tax Rules, 1962. Further such credit shall be subject to, confirmation of the amount so deducted reflecting in the TDS/Tax credit account of the Promoters , presently reflected in form 26AS as prescribed under the present prevailing laws or such other forms/certificates that may be prescribed in future to acknowledge credit of taxes paid or deducted on behalf of the Promoters on the website of the Income tax Department or of any agency so appointed by the Income tax department or relevant authorities as the case may be to manage,



govern or regulate the collection and deduction of Income tax. Provided further that at the time of handing over the possession of the said Flat if any such certificate(s) has not been produced or submitted by the Allottee/s to the Promoters, the Allottee/s shall pay/deposit an equivalent amount as interest free deposit with the Promoters, which deposit shall be refunded by the Promoters on the Allottee/s producing such certificate(s) within 4 months of taking possession of said Flat. Provided further that in case the Allottee/s fails to produce such certificate(s) within the stipulated period of the 4 months, the Promoters shall be entitled to appropriate the said Deposit against the sum(s)/dues receivable from the Allottee/s.

37. PREMISES PURCHASER NOT TO CLAIM PARTITION OF PROPERTY

37.1 The Purchaser/Allottee shall not be entitled to claim partition of his/her/their share in the said Property and the said building/s and the same and shall always remain undivided and impartible and it is agreed that the Promoters shall not be liable to execute any assignment or any other document in respect of the said Flat/ Premises in favour of the Purchaser/s.

38. PLACE OF EXECUTION

38.1 The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoters's Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee, in _____ after the Agreement is duly executed by the Allottee and the Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mira Road(East). The Allottee and/ or Promoters shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.



39. GOVERNING LAW

39.1 That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts will have the jurisdiction for this Agreement.

40. SET BACK COMPENSATION

40.1 Only the Promoters shall be entitled to claim and receive set back compensation and/or TDR benefits, if any, for the Property, which may be so notified by the concerned authorities prior to the transfer of the said Property described in the first Schedule hereunder written.

41. ELECTRICITY DEPOSITS

41.1 If there is any liability that may arise for installation of a transformer or Electric sub-station for proper electricity supply to the said building/s, whether in the Flat/Shop/Office of the building/s or outside, the costs and expenses of the same shall be proportionately borne by the Purchaser/s and shall be paid to the Promoters within 8 days of such intimation.

42. MISCELLANEOUS

42.1 If any change in area, walls, site plan, or room, portion of shops/Flat offices etc. are required to be made before handing possession of the said Flat/Shop/Office to the Purchaser/s, as a result of peculiar site conditions or on the discretion and insistence of any of the concerned local and statutory authorities. The Promoters shall have a right to effect the change without consent from the Purchaser/s. The Purchaser/s hereby gives his irrevocable consent and co-operation for the said change in area of the said Flat/Shop/Office.



42.2 The common areas mentioned in the Second Schedule hereunder written are for the common use and enjoyment of all the Flat/Shop/Office Purchasers subject to the rules and regulations laid down by the Promoters which are to be observed and performed by the members of the Co-Operative Society/Condominium/Company and subject to the payment of any charges , if any, levied or fixed by the Promoter/ third party operator from time to time for use and enjoyment of such common amenities as hereinafter provided.

42.3 The Promoters shall not be liable to maintain or contribute towards the costs and expenses incurred for the maintenance and upkeep and repair of the common amenities and the same shall be the responsibility of the Purchaser/s along with the other Purchaser/s.

42.4 The Purchaser/s shall strictly abide by the rules and regulations and the bye laws of the Society/Condominium /Company/Federation as may be formed and not use the Flat/Shop/Office for any other purpose than for what is mentioned in this Agreement.

42.5 The Purchaser/s shall not have right to assign or transfer benefits of this present agreement to any third person without written consent of the Promoters.

42.6 The Purchaser/s agree/s to present this Agreement as well as any other documents to be executed in pursuance of this Agreement in favour of the Purchaser/s as aforesaid to the proper registration office for registration within the time limit prescribed by the Indian Registration Act 1908 and the Promoters will attend such office on being informed by the Purchaser/s about the same and admit execution thereof.

42.7 The headings or titles given to this agreement are given only for the purpose of convenience.

43. STAMP DUTY AND REGISTRATION CHARGES

43.1 All costs charges and expenses arising out of and incidental to this Agreement, including stamp duty, GST, LBT (Local body tax) at the applicable rate , deficit duty, penalty if any and registration charges and all other incidental expenses payable for this



Agreement or any agreement or deed or document as may hereafter be executed in pursuance of this Agreement shall be borne and paid by the Purchasers exclusively.

43.2 This Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder and Maharashtra Ownership Flats Act 1963 and rules made thereunder.

43.3. As required by Rule 114(b) of the Income Tax Rules, the parties hereto declare that their Permanent Account Numbers are as mentioned below:-

1.1. The Promoters :AAAAS0068B

1.2. The Purchaser : _____

IN WITNESS WHEREOF the parties hereto have executed these presents in duplicate, the day and the year first hereinabove written.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO:

Description of Larger property

All that piece and parcel of land bearing Survey Nos. 194 to 206, 208 to 214 of Village Mira(Penkarpada) and Survey Nos. 734 to 748 of Village Bhayander and lying being and situate at Village Mira and Bhayander , and lying being and situate at Village Mira and Bhayander , Taluka and District Thane within the limits of Mira Bhayander Municipal Corporation and in the Registration District and Sub District of Thane .

THE SECOND SCHEDULE HEREINABOVE REFERRED TO:

DESCRIPTION OF PROPERTY



All that piece and parcel of land being part of the Larger Property and Layout described in the First Schedule above admeasuring 2106.56 sq. mts. and falling in Sector -1 as and shown in red coloured boundary on the Layout Plan being Annexure "A" hereto and also as per the plan being Annexure "B" hereto.

**THE THIRD SCHEDULE ABOVE REFERRED TO IN RESPECT OF
COMMON AREAS, LIMITED COMMON AREAS AND FACILITIES**

(a) "Common Areas and Facilities means;

1. The foundation, columns, beams, supports, ducts, chajjas, corridors, staircases, Entrance, lobbies, exits of the said building.
2. The elevators in the building including the lift well, the lift machine room, stairs leading to the lift machine room and entrance to the lift cabin.
3. The Underground Tank and the Overhead Tanks with all GI pipe fittings including Pump Room, Pumps, Switches and Water meter.
4. Electrical installations, including the wiring of the electric cabins meter and the meters of the Flat/Shop/Office/Flat Buyers.

(b) Limited Common Areas and Facilities and Restricted Areas

1. Landing in from of the stairs on the floor on which the said Flat/Shop/Office is located and the space of corridor in front of the entrance to the lift as a means of access to the said Flat/Shop/Office but not for the purpose of storing or as a recreation area or for residence or for sleeping.

c. Restricted Areas/Rights

1. Those areas facilities including terraces/gardens/passages or other rights reserved for use of the Promoters or specific Flat/Shop/Office Purchasers to the exclusion of the other Flat/Shop/Office/Purchasers.

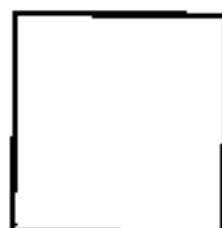


2. Rights in respect of remaining or future PSI and/or TDR in respect of the said Property shall belong to the Promoters as per their mutual agreement.
3. Common amenities and facilities meant for the concerned other Societies / Condominiums of Superstructure of other building/s in the Layout.

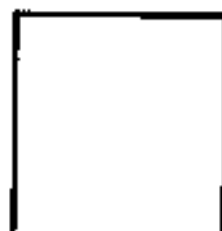
SIGNED AND DELIVERED by the
withinnamed the Promoters

in the presence of

1. _____



2. _____

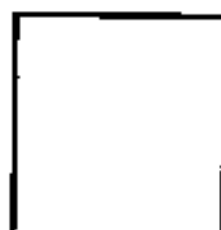


SIGNED SEALED & DELIVERED by)

The within named PURCHASER/S)

_____)

in the presence of)

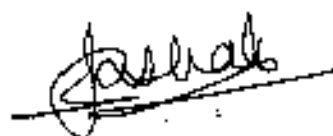


RECEIPT

RECEIVED the sum of Rs. _____ /- (Rupees
_____ only) from the
within named Purchaser/s in terms of clause (3) of this Agreement plus taxes payable as
per the prevailing rate (This Agreement will come into force and will be valid only after the
proceeds of the cheques/pay slip/Demand Draft are credited to our account:)

WITNESS: For M/S SHANTISTAR BUILDERS

PROMOTERS

A handwritten signature in black ink, appearing to read 'Jaswal', is written over a horizontal line.