
AGREEMENT FOR SALE

FOR

KAKAD WEST END

BY AND BETWEEN

KAKAD REALTY PVT. LTD.

(“THE PROMOTERS – THE FIRST PART”)

AND

(“THE FLAT PURCHASER/S - THE OTHER PART”)

AGREEMENT FOR SALE

This Agreement for Sale is made and entered into at Mumbai on this _____ day of _____ 2021.

BY AND BETWEEN

KAKAD REALTY PVT. LTD., (formerly known as Kakad Properties Pvt. Ltd.) a private limited company having CIN No. U70101MH1982PTC027363 , Registered on 09.06.1982 vide registration number 27363 of 1982 under the provisions of Companies Act 1956, through its Director **Mr. Kunal Kakad**, (as per resolution dated 17th October, 2014) an adult, Indian Inhabitant, Occupation: Business, having its registered office at Kakad House, 11 New Marine Lines, Mumbai – 400 020, hereinafter referred to as "**PROMOTERS**"/ "**DEVELOPERS**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include their successors in-title, nominee/s and/or assignee/s) of the **ONE PART**;

AND

(1).Mr./Mrs./M/s. (2). Indian Inhabitant, residing at _____ which expression shall unless it be repugnant to the context or meaning thereof shall mean and include as far as (i) is concerned his or her heirs, executors, administrators, representatives, successors and permitted assigns, (ii) is concerned the partner or partners for the time being of the said firm, the survivor or survivors of their heirs, executors and administrators of the last surviving partner and their his or her successors and assigns and (iii) is concerned, its successors and assigns) of the **OTHER PART**;

The Promoters/Developers and the Flat Purchaser shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A. One Mr. Harilal Narottam Contractor and Mr. Yashwantlal Narottam Contractor were the original owners of the property bearing C.T.S. No. 683, 683/1 admeasuring 757.6 sq. meters now bearing corresponding Final Plot No. 42-A & 42-B of Town planning Scheme – VI in the Registration District and Sub-district of Mumbai situated at Bhardawadi Lane, opposite Navrang Cinema, Andheri (West), Mumbai – 400 058 situate, lying and being in Village – Ambivali, Taluka – Andheri, (hereinafter referred to as the "**said Larger Property**").
- B. Mr. Atul Harilal Contractor and Mr. Vidyut Harilal Contractor being the only legal heirs of Mr. Harilal Narottam Contractor and Mr. Yashwantlal Narottam Contractor inherited the said Larger Property from the above named Mr. Harilal Narottam Contractor and Mr. Yashwantlal Narottam Contractor, who

were the father and uncle of the said Mr. Atul Harilal Contractor and Mr. Vidyut Harilal Contractor respectively.

- C. The said Mr. Atul Harilal Contractor and Mr. Vidyut Harilal Contractor thereafter formed a partnership firm in the name and style “M/s. Standard Builders & Developers” and the said Larger Property was transferred to M/s. Standard Builders & Developers for the sole purpose of developing and constructing a building consisting of residential flats and other premises on the said Property. However, M/s. Standard Builders & Developers were unable to do so.
- D. Thereafter, under a Deed of Partnership dated 29 September 1979, the said Mr. Atul Harilal Contractor and Mr. Vidyut Harilal Contractor formed a new partnership business with Mr. M. L. Gupta and one Mr. J. G. Roy, Karta and Manager of G. M. Roy (HUF) in the name and style “M/s. Vikas Builders and Engineers” with the purpose of carrying on development of the said Larger Property by constructing building/s thereon consisting of residential flats and other premises as may be permissible and selling the same on ownership basis to the intending buyers.
- E. M/s. Vikas Builders and Engineers came to be dissolved by virtue of a Deed of Dissolution dated 16 November 1979. As per the terms of dissolution of the said Partnership, the said Larger Property was allotted in favour of Mr. M. L. Gupta and one Mr. J. G. Roy, Karta and Manager of G. M. Roy (HUF), who formed a new partnership in the name and style as M/s. Vikas Builders and Developers (hereinafter collectively referred to as the “Original Owners”).
- F. By virtue of the Development Agreement dated 02 October 1980, M/s. Vikas Builders and Developers under the hands of Mr. M. L. Gupta granted and assigned in favour of Mr. Anwar Hussain J. Thim, Trustee of Anwar Hussain Family Trust and Proprietor of M/s. Allied Construction “**the Original Developers**”, rights of development of the said Larger Property for the consideration and on the terms and conditions contained thereunder.
- G. In accordance with the terms of the aforesaid Development Agreement dated 02 October 1980, M/s. Allied Construction developed and constructed a building known as “**BHAIRAVI APARTMENTS**” consisting of part stilt + four upper floors with 12 flats and 2 shops on the ground floor (“hereinafter referred to as the “**said Building**”) as per the plans and specifications approved by the Municipal Corporation. MCGM issued Occupation Certificate dated 13 August 1981 in respect of the said Building.
- H. By and under diverse agreements executed between the said M/s. Allied Construction and purchasers of the units in the said Building, the M/s. Allied

Construction sold to the purchasers of the units, the residential flats and shops on ownership basis for the consideration and in the manner as more specifically mentioned in the agreements executed with the purchasers of the units.

- I. The purchasers of the units in the said Building thereafter formed themselves into a Co-operative Housing Society under the provisions of Maharashtra Co-operative Societies Act 1960 in the name and style of 'Bhairavi Co-operative Housing Society Limited' under Registration No. BOM/KW/HSG/TC/ 1599 of 1985-86 dated 08.01.1986, hereinafter referred to as the "**said Society**".
- J. Due to several cracks being developed in the said Building, MCGM as per direction of Dy. Ch. Engineer (P & D) sub. Vide its order bearing no. CE/P&D/ 4888/I dated 06 August 2007 and notice bearing No.KW/BF/413/ 354/SRBII dated 08 August 2007 ordered the said Building to be pulled down as it was in a ruinous condition and likely to fall and was dangerous to any person occupying, resorting to or passing by the same. The said Building was then demolished on 08 August 2008. A certificate bearing No. ACKW/1117/OD/BF date d23 July 2008 of 'No action pending' was then issued by the MCGM.
- K. Out of the total area of the said Larger Property, part of CTS No. 683 admeasuring 83.5 sq. meters was surrendered as setback area to the MCGM for widening of the road. The said mutation is reflected in the Property Register Card. In view thereof, the Purchasers/Developers are entitled to develop all that piece and parcel of land bearing C.T.S. No. 683, 683/1 admeasuring in aggregate 674.1 sq. meters now bearing corresponding Final Plot No. 42-A & 42-B of Town planning Scheme – VI in the Registration District and Sub-district of Mumbai situated at Bhardawadi Lane, opposite Nerving Cinema, Andheri (West), Mumbai – 400 058 situate, lying and being in Village – Ambivali, Taluka –(hereinafter referred to as the "**said Property**").
- L. One Northside Developers Pvt. Ltd. filed a suit against the said Society being Suit No. 1494 of 2010 before the Hon'ble Bombay High Court seeking specific performance. The said Northside Developers Pvt. Ltd. subsequently got registered a notice of Lis Pendens bearing Registration No. BDR-4-5560/2010 in respect of the suit property. No orders have been passed and the said suit is currently pending adjudication.
- M. Due to the default of the Original Owners and the Original Developers in executing a deed of conveyance, the said Society through its office bearers filed an application being Application No. 265 of 2013 for grant of certificate of Unilateral / Deemed Conveyance in respect of the said Property along with the said Building of the said Society, with the District Deputy Registrar, Co-operative Societies, Mumbai City – 3, appointed as a Competent Authority

under Section 5A of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act 1963.

- N. Upon admission of the said Application, the Office of the District Deputy Registrar, Co-operative Societies, Mumbai City – 3 issued notices to the Original Developers for submission of their replies and further for hearing of the application. During the course of hearing of the said application the Original Owners and Original Developers being Mr. M. L. Gupta being partner of M/s. Vikas Builders and Developers and Mr. Anwar Hussain J. Thim, sole proprietor of M/s. Allied Construction submitted their respective No Objection letters to the Ld. Competent Authority for grant of certificate of Unilateral Deemed Conveyance and further execution of conveyance in favour of the said Society. The said Original Owners and Original Developers in the said No Objection letters also confirmed that they have no claims in respect of the said Property and the said Building of the said Society.
- O. The Competent Authority being satisfied with the merits of the submissions made by the said Society, issued an Order Cum Certificate bearing No. DDR-3/Mum/ Deemed Conveyance/Bhairavi CHS/14/1155 dated 01.04.2014 certifying that, the said Society is entitled to Unilateral Conveyance of the said Property and the said Building and directed to execute a Deed of Unilateral Conveyance in favour of the said Society and have it registered as provided under the Registration Act, 1908.
- P. Pursuant to the aforesaid order issued by District Deputy Registrar, Co-operative Societies, Mumbai City – 3, a deed of Unilateral Conveyance dated 1st March 2014 is duly registered with the Sub-registrar of Assurances, Andheri vide Sr. No. BDR9-7177 of 2014 on 23rd September 2014.
- Q. Pursuant to execution of the aforesaid Deed of Unilateral Conveyance, the property card stood mutated recording the name of the said Society as the owner in respect of the said Property.
- R. Thereafter the members of the said Society agreed and confirmed for reconstruction of a new building on the said Property and in view of the members of the said Society being desirous of developing the said Property, the said society called for offer letters from various developers for the same.
- S. In pursuance of the same, the Promoters/Developers gave an offer dated 21 September 2013 to the said Society where under the Promoters/Developers agreed to undertake the work of development of the said Property, by demolishing the said Building and reconstructing a new building for residential use thereon by utilizing full development potential along with Transferable Development Rights (“**TDR**”) and permissible fungible FSI in respect of the

said Property and on the terms and conditions more particularly contained therein.

- T. Thereafter the said Society held a Special General Body Meeting in presence of representative of Dy. Registrar (K/West) of Co-op. Societies on 19 December 2013 for appointment of a developer for the purpose of redevelopment of the said Property. The members of the said Society unanimously appointed the Promoters/Developers as the developers vide its letter dated 19 December 2013. The Dy. Registrar (K/West) of Co-op. Societies has also granted its NOC for redevelopment of the said Property issued on 02 January 2014.
- U. By and under a Development Agreement dated 24 March 2014 duly registered with the Sub-registrar of Assurances, Andheri vide Sr. No. BDR9-2216 of 2014 on 24th March, 2014 executed by and between the said Society and the said Promoters/Developers ("**said Development Agreement**") the said Society has absolutely granted and/or assigned all its rights to develop the said Property by utilizing the total FSI potential including additional FSI in the form of TDR, Fungible FSI or otherwise required for the redevelopment of the said Property and further to do all act, deeds and things in respect of said Property more particularly enumerated thereunder with specific right to sell the newly constructed premises in the said New Building (defined hereinbelow), to execute necessary agreements/papers, to receive consideration on sale thereof to prospective purchasers and to hand over possession of the premises so constructed thereon, unto and in favour of prospective purchasers., for the consideration and on the terms and conditions recorded therein
- V. Pursuant to the execution of the said Development Agreement, the Promoters/ Developers were put in quiet and vacant possession of the said Property and the said Society also executed an irrevocable Power of Attorney dated 24th March, 2014 registered with the Sub-registrar of Assurances, Andheri vide Sr. No. BDR9-2217 of 2014 on 24th March, 2014 ("**said Power of Attorney**").
- W. Save and except the obligation of the Promoters/Developers to construct and allot free of costs, 9 (nine) flats in favour of the existing members of the said Society for the purposes of rehousing the existing members alongwith 9 (nine) car parking spaces thereto under the said Development Agreement, the Promoters/ Developers are fully entitled to sell such additional flats constructed by the Promoters/Developers as well as to allot the remaining car parking space(s) in stilt level and/or parking tower to the prospective purchasers for the consideration and on the terms and conditions as the Promoters/ Developers may think fit and proper and to appropriate the sale proceeds thereof, for their own benefit without any reference to the said

Society and/or its members. The said Society has agreed to admit such prospective purchasers of the premises as its member/s on the terms and conditions as set out therein.

- X. In the circumstances herein, the Promoters/Developers are exclusively entitled to develop the said Property and are absolutely entitled to construct a new building on the said Property and deal with or dispose of rights in the proposed new building / buildings and / flats, garages, etc., for such consideration as they deem fit and proper.
- Y. The Promoters/Developers has commenced developing the said Property by demolishing the existing structures on the said Property in accordance with the permissions granted by Municipal Corporation of Greater Mumbai (**"MCGM"**) and as per the then applicable Development Control Regulation for Greater Bombay, 1991 (DC Regulation) and is in the process of constructing a residential building known as **"KAKAD WEST END"** which shall be comprising of one stilt + fifteen upper floors and consisting of 26 residential flats alongwith certain common areas, amenities and facilities (hereinafter referred to as the **"said New Building"**) on the said Property thereon by utilising the entire F.S.I./Fungible FSI and T.D.R. available to the Promoters/Developers and in accordance with the provisions of Development Control and Promotion Regulations, 2034 (**"DCPR"**) and the plans and permissions sanctioned by the MCGM/concerned authorities from time to time.
- Z. For the purpose of constructing the said New Building, the Promoters/Developers have entered into a standard agreement with an Architect M/s. Barai Architects duly registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects. The Promoters/Developers have appointed structural Engineers M/s. Parikh Kulkarni for the preparation of the structural design and drawings of the said New Building and the development shall be under the professional supervision of the Architects and the structural Engineers.
- AA. The MCGM has also issued to the Promoters/Developers, Intimation of Disapproval (hereinafter referred to as the **"I.O.D"**) vide No CHE/WS/1332/K/337 (NEW) dated 26 December 2014 and has issued a Commencement Certificate (hereinafter referred to as the **"C.C"**) vide No. CHE/WS/1332/K/337/ New dated 21 April 2015. Copies of the I.O.D. and C.C. are annexed hereto and marked as Annexures "[D]" and "[E]". Thereafter the CC has been modified with the latest amendment being of 23 January 2020 under Application No. CHE/WS/1332/K/337/(NEW)/Amend(1).
- BB. The title of the Promoters/Developers to develop the said Property is clear, marketable and free from all encumbrances, claims and doubts and M/s. D &

M Legal, Advocate, has issued an Opinion on Title dated **25th April 2014** in respect of the said Property, copy whereof is annexed hereto and marked as **Annexure "[I]"**.

- CC. A copy of the revenue records such as extract from property register cards is annexed hereto and marked as **Annexure "[C]"**.
- DD. The development of the said Property including construction of the said New Building and the common areas and facilities thereto (defined hereinbelow) has been registered as a standalone 'real estate project' ("**said Project**") with the Maharashtra Real Estate Regulatory Authority (hereinafter referred to as "**RERA Authority**") under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016, (hereinafter referred to as "**RERA**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosure on Website) Rules, 2017 (hereinafter referred to as the "**RERA Rules**"). The RERA Authority has duly issued a certificate of registration bearing number P51900003122 dated 04 August 2017 for the said Project ("**RERA Certificate**"). A copy of the RERA Certificate and all the documents, approvals and information are uploaded on the website of RERA.
- EE. The Flat Purchaser has demanded from the Promoters/Developers and the Promoters/ `Developers have given inspection to the Flat Purchaser of all the documents of title relating to the said Property, the relevant orders, and the approved plans, permissions, designs and specifications prepared by the Promoters/ Developers Architects and all other documents as specified under RERA and RERA Rules made thereunder including all documents that have been furnished to the RERA Authority for registration of the said Project which are also available for review on the website of the RERA. The Flat Purchaser is completely satisfied with the (i) title of the Promoters/Developers to develop the said Property (ii) the approvals and sanctions in process and already obtained from the concerned authorities in respect of the development of the said Property/ said New Building including layout plans, building plans, floor plan, IOD, commencement certificate and modifications therein obtained from time to time and (iii) the Promoters/Developers right to sell various flats/units in the said New Building and further agrees not to raise any further requisitions/objections in regard thereto.
- FF. The Promoters/Developers has also annexed hereto the copies of following documents:
- (a) Copy of Rera Certificate (Annexure "[A]")
 - (b) List of standard fixtures and fittings to be provided (**Annexure "[B]"**)

- (c) Copy of Property Card (**Annexure “[C]”**)
 - (d) Copy of I.O.D. No **CHE/WS/1332/K/337(NEW)** dated **26th December 2014** (**Annexure “[D]”**)
 - (e) Copy of Commencement Certificate No. **CHE/WS/1332/K/337(NEW)** dated **21st April 2015** (**Annexure “[E]”**)
 - (f) Copy of the latest amendment to the CC being of 23 January 2020 under Application No. CHE/WS/1332/K/337/(NEW)/Amend(1) (**Annexure “[F]”**)
 - (g) Copy of Typical Plan of the flat (**Annexure “[G]”**)
 - (h) Copy of the layout plan (**Annexure “[H]”**) and
 - (i) Copy of the Title Certificate dated 25 April 2014 relating to the said Property issued by D & M Legal, Advocate of the Promoters/ Developers (**Annexure “[I]”**)
- GG. While sanctioning the plans, in respect of construction of the said New Building, MCGM has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters/ Developers while developing the said Property and the said New Building thereon and only upon due observance and performance thereof, the completion and occupation certificate in respect of the said New Building shall be granted by the concerned authority.
- HH. The Flat Purchaser being fully satisfied with the title of the Promoters/ Developers to redevelop the said Property as and being desirous of acquiring premises in the said New Building has approached the Promoters/ Developers.
- II. The Promoters/Developers have agreed to allot and sell and transfer to the Flat Purchaser subject to the terms and conditions of this Agreement and the Flat Purchaser has agreed to purchase and acquire from the Promoters/ Developers on ownership basis Flat No._____ admeasuring _____ sq. mtrs. (RERA carpet area) equivalent to _____ sq. ft. on _____ floor of the said New Building , as shown in red colour boundary line on the plan annexed hereto as **Annexure “[H]”**, hereinafter referred to as the **“said Flat”** and which is more particularly described in the **Second SCHEDULE** hereunder written for a lumpsum consideration of Rs. _____ /- (Rupees _____ Only) and on the terms and condition as appearing hereinafter.
- JJ. Prior to the execution of these presents, the Flat Purchaser has paid to the Promoters/ Developers a sum of Rs. _____ /- (Rupees _____ Only) being earnest money deposit towards the offer of the Promoters/Developers to sell

and allot the said Flat to the Flat Purchaser (the payment and receipt whereof the Promoters/ Developers doth hereby admit and acknowledge) which shall be adjusted on execution hereof as part payment towards the sale price payable for sale and purchase of the said Flat and the Flat Purchaser has agreed to pay the Promoters/Developers the balance of the sale price in the manner set out hereinafter in this agreement.

- KK. Under RERA, the Promoters/Developers are required to execute a written agreement for sale in respect of the said Flat in favour of the Flat Purchaser being in fact these presents and also register this Agreement before the Sub Registrar of Assurances and under the Registration Act, 1908. The Promoters/ Developers have entered into, is entering and will enter into separate agreements with several other prospective purchasers for the sale of premises in the said New Building to be constructed by the Promoters/ Developers.
- LL. The Parties hereto are now desirous of recording the terms and conditions on which the Promoters/Developers have agreed to allot and sell and the Flat Purchaser has agreed to purchase the said Flat in the manner hereinafter appearing.

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

1. The Parties hereto agree that the recitals shall form an integral part of this Agreement and the same shall be deemed to be reproduced herein verbatim.
2. **PROJECT: -**
 - 2.1. The Promoters/Developers are in the process of constructing a building known as "**Kakad West End**" comprising of one stilt + 15 upper floors (hereinafter collectively referred to as the said "**said New Building**") upon the said Property together with certain common areas, amenities and facilities (hereinafter collectively referred to as "**said common areas and facilities**") set out in the **Annexure "[B]"** hereunder written, by utilizing the full Inherent FSI / all Incentive and Fungible FSI/ in respect of the said Property and Transferable Development Rights if any and such FSI/FAR/Incentive FSI/ Fungible FSI/ TDR, etc., that shall be sanctioned in future from time to time and in accordance with the layout plans, designs, specifications approved by the concerned local authorities/Municipal Corporation of Greater Mumbai ("**MCGM**"), which have been seen and approved by the Flat Purchaser from time to time and also in accordance with all applicable laws, rules and regulations as may be in force at present and/or at any time hereafter and also subject to such terms and conditions imposed / as may be imposed by the State Government or any other Competent Authority.

3. AGREEMENT: -

- 3.1. The Flat Purchaser hereby agrees to purchase and acquire from the Promoters/ Developers and the Promoters/Developers agree to allot and sell subject to the terms and conditions of this Agreement to the Flat Purchaser, residential Flat No. admeasuring sq. mtrs. (RERA carpet area) equivalent to sq. ft. Inclusive of the area of the balconies, if any, on the floor of the said New Building to be constructed by the Promoters/ Developers on the said Property hereinafter referred to as the “said Flat” and delineated in red colour boundary on the Floor Plan which is annexed and marked as Annexure “[G]” hereto for the sale price of Rs. (Rupees Only) including Rs. NIL being the proportionate price of the said common areas and facilities (the nature, extent, description of which are more particularly described in Annexure “[B]” written hereunder payable by the Flat Purchaser to the Promoters/ Developers, in the manner hereinafter appearing. The said Flat is more particularly described in the Second SCHEDULE hereunder written. As per the said Act, the carpet area of the said Flat is admeasuring sq. mtrs. (RERA carpet area) equivalent to sq.ft. Apart from Carpet Area as per the Act, the Flat Purchaser will have exclusive right to use admeasuring sq. mtrs. (RERA carpet area) equivalent to sq.ft. of area within the said Flat which includes balcony, internal staircase, internal lift and terrace if any.
- 3.2. The Purchaser agrees and confirms that he/she/they have perused these presents completely and have fully satisfied himself/herself/themselves that these presents are on the lines of the model form of the sale agreement as per the RERA, Registration of Real Estate Project Rules 2017, save and except such changes / modifications as required due to the specific agreement arrived at between the Parties prior hereto. The Purchaser waives to contend anything contrary to the aforesaid and/or make any grievances and/or claim for damages / set off / refund etc. of any nature whatsoever in respect thereof.

4. PAYMENT OF THE SAID SALE PRICE:-

- 4.1 The total sale price of the said Flat is a sum of Rs. (hereinafter referred to as the “**said Sale Price**”). The Flat Purchaser has paid to the Promoters/ Developers, on or before execution hereof a sum of Rs. (Rupees only) (the payment and receipt where of the Promoters/Developers hereby admit and acknowledge) as advance payment or application fee for the said Flat agreed to be sold by the Promoters/Developers and the Flat Purchaser hereby agrees to pay to the Promoters/Developers balance amount of the said Sale Price of Rs. (Rupees Only) in the following manner: -

- a. 10% booking amount
- b. 10% paid simultaneously with the execution and registration of this Agreement (payment and receipt whereof Promoters/Developers doth hereby admit and acknowledge)
- c. 5% commencement of Construction
- d. 5% on completion of plinth work.
- e. 5% on completion of first slab.
- f. 0% on completion of second slab.
- g. 5% on completion of third slab.
- h. 0% on completion of fourth slab.
- i. 5% on completion of fifth slab.
- j. 0% on completion of sixth slab.
- k. 5% on completion of seventh slab.
- l. 0% on completion of eight slab.
- m. 5% on completion of ninth slab.
- n. 0% on completion of tenth slab.
- o. 5% on completion of eleventh slab.
- p. 0% on completion of twelfth slab.
- q. 5% on completion of thirteenth slab.
- r. 0% on completion of fourteenth slab.
- s. 5% on completion of fifteenth slab.
- t. 0% on completion of sixteenth slab.
- u. 5% on completion of the brick work, internal walls, internal plaster and internal plumbing for the said Flat.
- v. 5% on completion of External Plaster and External Plumbing.
- w. 4% on completion of Internal Electrical works for the said Flat.
- x. 4% on completion of internal, staircase and lobby flooring
- y. 4% on completion of doors and windows of the said Flat.
- z. 4% on completion of sanitary fittings and internal electrical fittings of the said Flat.
- aa. Balance amount payable at the time of intimation of possession of the said Flat.

4.2 The Flat Purchaser shall pay the aforesaid installments of the said Sale Price to the Promoters/Developers after deducting therefrom the TDS on the sale consideration as per the provisions of Section 194-IA of the Income Tax Act, 1961 or any statutory amendments/modifications thereof for the time being in force and shall deposit the said amount to the credit of the Central Government and shall issue a TDS Certificate favoring the Promoters/Developers in the prescribed Form No.16B for the same, within the statutory period. The Flat Purchaser shall be entirely responsible for any delay and/ or default in complying with the provisions of Section 194-IA of the Income Tax Act, 1961.

4.3 The Flat Purchaser further agrees and undertakes to accept and not dispute the certificate of the stage of completion of the said New Building as set out in the demand letter issued by Promoters/Developers or by any other person for and on behalf of the Promoters/Developers, for raising a demand of the corresponding instalment of the said Sale Price and further undertakes to pay the amounts mentioned in the said demand letter within 15 (fifteen) days of said demand letter being sent to the Flat Purchaser in the separate account opened by Promoters/Developers in that regard.

4.4 All cheques payable as aforesaid in favour of the Promoters/Developers shall be drawn in the name of “**M/s. Kakad Realty Pvt. Ltd.**” and payable at Mumbai. The Flat Purchaser undertakes that all that cheques given by him/her/ them representing the installment of the said Sale Price and/or any other amounts payable under this Agreement shall be honored on their presentation.

5. TIME IS THE ESSENCE: -

5.1 Time as to payment of all amounts (including interest) payable under this Agreement shall be of the essence. In the event the Flat Purchaser fails to make payment during the timeline agreed under this Agreement then the Flat Purchaser shall be liable to pay interest at the rate equivalent to the State Bank of India highest marginal cost of lending rate plus 2%, as specified in the RERA Rules, on all delayed payments from the due date till the date of payment thereof. An intimation in writing forwarded by the Promoters/Developers to the Flat Purchaser that a particular stage of construction is completed shall be sufficient proof that a particular stage of construction is completed in respect of the said New Building. It is specifically agreed by the Flat Purchaser that this Agreement shall not create any right, title, interest and/or claim of the Flat Purchaser on the said Flat agreed to be sold until and unless all the amounts due and payable by the Flat Purchaser as recorded under this Agreement are paid by the Flat Purchaser to the Promoters/Developers in accordance with the terms and conditions of this Agreement.

5.2 Any payment/s made by the Flat Purchaser to the Promoters/Developers shall be first appropriated towards interest and the balance, if any, towards the principal sums of the instalments of the said Sale Price and/or any other outstanding dues. The right of the Promoters/Developers to receive interest as aforesaid shall not entitle the Flat Purchaser to delay the payment of any amounts payable in terms of this Agreement on their respective due dates, nor shall it amount to or be construed as a waiver on the part of the Promoters/Developers of any of its rights, remedies and privileges in case of default in

payment of any such amounts on their respective due dates in the agreed manner by the Flat Purchaser.

6. TAXES: -

- 6.1 The said Sale Price as also all other amounts as may be due and payable by the Flat Purchaser under these presents are exclusive of all taxes, levies, duties, cesses etc. All such taxes, levies, duties, cesses (whether applicable/ payable now or become applicable/payable in future) including Goods and Service Tax (GST) and/or Works Contract Tax, Swachh Bharat Cess, Krishi Kaylan Cess, land under construction tax, LBT and/or all other direct / indirect taxes / duties, impositions applicable, levied by the Central and/or State Government and/or any local, public or statutory authorities / bodies etc., or any other tax/liability on account of this transaction ("**said Taxes**") payable on the said Sale Price and/or any other amounts payable under this Agreement shall be borne and paid by the Flat Purchaser alone. The Promoters/ Developers shall never be liable, responsible and/or required to bear, and / or pay the said Taxes or any part thereof.
- 6.2 Such payments / reimbursements shall be made by the Flat Purchaser to the Promoters/Developers proportionately alongwith payments/ instalments of the said Sale Price under Clause 4 hereinabove, within fifteen (15) days from the date of the intimation by the Promoters/Developers in that behalf, in a separate account opened by the Promoters/Developers for collection of the same. Provided further that the Promoters/Developers shall not be bound to accept the payment of any instalment unless the same is paid alongwith the amount of the said Taxes as applicable whether on the said Sale Price or on other amounts payable under this Agreement and the Purchaser shall be deemed to have committed default in payment of amount due to the Promoters/ Developers hereunder if such payment is not accompanied with the said Taxes as applicable.
- 6.3 The Flat Purchaser does hereby further agrees and undertakes to indemnify and keep the Promoters/Developers indemnified, saved, defended and harmless of, from and against any cost, charge or expense incurred or any risk, harm or prejudice suffered or any suit, action, or proceeding instituted in respect of or arising out of or due to the non-payment of said Taxes. In the event or in case of default by the Flat Purchaser in the payment of said Taxes or further statutory payments, liabilities in respect of the said Flat or relating to construction, development, sale marketing, etc then (a) the same will be payable alongwith interest as mentioned in this Agreement; and (b) the Promoters/ Developers will be entitled to a first charge and lien on the said Flat to the extent of such outstanding amounts in respect of the said Taxes including statutory taxes/dues.

- 6.4 The Flat Purchaser authorizes the Promoters/Developers 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/Developers may in its sole discretion deem fit and the Flat Purchaser undertakes not to object/ obstruct/ question the Promoters/Developers' adjustment/ appropriations of his payments in any manner and under any circumstances whatsoever.
- 6.5 The said Sale 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/ Developers shall while raising a demand on the Flat Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., enclose the relevant notification / order / rule / regulation issued to that effect along with the demand letter issued to the Flat Purchaser.

7. CAR PARKING: -

- 7.1 For the better and more convenient use and enjoyment of the said Flat and at the request and direction of the Flat Purchaser, the Promoters/Developers does hereby allot to the Flat Purchaser car parking space(s) in the stack / mechanized parking facility / parking tower being mechanical stacks located adjacent in the said New Building (hereinafter referred to as "**Car Parking Space**") for the purpose of enabling Flat purchaser parking to his/her/their own vehicles only. The aforesaid allotment of Car Parking Space is without consideration and the Flat Purchaser agrees and undertakes not to raise any claim or dispute of any nature whatsoever The Flat Purchaser hereby understands, agrees and confirms that the automated parking facility has certain restrictions in terms of weight, size and height of each vehicle to be parked in the tower and the purchaser shall always comply with the rules and regulations of this facility and shall under no circumstances allege misrepresentation of such information. Hereinafter, the said Flat and the said Car Parking Space shall collectively be referred to as the "**said Premises**".
- 7.2 The location of the Car Parking Space will be finalised at the time of handing over possession of the said Flat to the Purchaser. The Flat Purchaser acknowledges that the said Flat and the Car Parking Spaces, subject to confirmation of allotment, shall be held by the Flat Purchaser as one composite unit and the Flat Purchaser shall not be entitled to transfer the use and enjoyment of any one without the other.
- 7.3 The Flat Purchaser has taken notice that the allotment of the car parking space(s) in the open parking lot, stilt parking, parking tower or any other parking provisions shall be the exclusive right of the Promoters/Developers

unless allotted to one of the existing members of the said Society or to any of the new flat purchasers through the Promoters/Developers in the said New Building.

8. RIGHTS OF THE PROMOTERS/DEVELOPERS:-

- 8.1 The Promoters/Developers are entitled to load permissible F.S.I. and avail fullest benefit of transfer of Development Rights / Development Right Certificate on the said Property and Fungible Compensatory F.S.I. with or without premium as may be sanctioned by MCGM while constructing the said New Building under the provisions of DCPR and that the Flat Purchaser as also other flat purchasers of various flats/units in the said New Building shall not have any right, title and interest therein. It is agreed by and between the Parties that if the permitted FSI or density is not consumed in the said New Building being put up and/or at any time further construction on the said Property is allowed, the Promoters/Developers shall always have the right to put additional construction and/or consume the balance FSI and/or additional FSI of any other property whatsoever and the Flat Purchaser shall not be entitled to claim any share, right, title or interest in such additional FSI / TDR as aforesaid nor shall they be entitled to raise any objection whatsoever in respect of its use by the Promoters/Developers in any manner they choose. The Promoters/Developers shall be entitled to float the FSI / TDR of the said Property in the present scheme to any other property and vice versa if so permitted by the concerned authority.
- 8.2 The Promoters/Developers shall have irrevocable and unfettered right and be entitled, at any time hereafter, to mortgage, create, charge and other encumbrances and in respect of the unsold flats therein and its right, title and interest therein;
- 8.3 It is expressly agreed and understood by and between the Parties hereto that the Flat Purchaser and/or the purchasers of other flats, premises, tenements, etc. in the said New Building will not call upon or require the Promoters/Developers to contribute any amount towards any maintenance charges outgoings or contributions in respect of the unsold flats, premises, tenements, etc. The Promoters/Developers will also be entitled to get the refund of the municipal taxes on account of the vacancy of such unsold premises etc. or any of them.
- 8.4 The Promoters/Developers is entitled to use the terrace including the parapet wall for the purposes including display of hoardings, sign boards, display and advertisement or publicity items. The Flat Purchaser shall not be entitled to raise any objection or claim of any abatement in the price of the premises to be acquired by the purchaser and/or to any compensation or damages on the

ground of inconvenience or any other grounds whatsoever. The Flat Purchaser hereby agrees, admits, acknowledges and confirms that benefits of such use shall always accrue to the Promoters/Developers till handing over of the management and administration of the said New Building.

- 8.5 The Flat Purchaser has taken note that pending admission of the purchaser as a member of the society, the decision of the Promoters/Developers shall be final in respect of installation of T. V. Cable / Satellite T.V. communication and shall be binding on the Flat Purchaser of the other part.
- 8.6 It is specifically agreed that the said New Building shall always be known as **"Kakad West End"** and this name shall not be changed without the written consent of the Promoters/Developers. This covenant shall run with the land at all times be binding upon the successors-in-title of the Promoters/Developers and/or the purchaser including the said Society and its members. The said New Building shall belong to the said Society.
- 8.7 The Promoters/Developers shall have irrevocable, unconditional and unfettered right and be entitled to and the Flat Purchaser shall permit the Promoters/ Developers and its surveyors and agents with or without workmen and others, at all times, to enter into and upon the said Flat to view and examine the state and conditions thereof. The Flat Purchaser shall permit the Promoters/ Developers and their surveyors and agents with or without workmen and others at reasonable times to enter into and upon the said Flat or any part thereof for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the said New Building and also for the purpose of laying down, maintaining, repairing and also for purpose of cutting of essential services including water supply to or any of the flats in the said New Building in respect whereof the purchasers of such other flats, as the case may be, shall have made default in paying his share of taxes, maintenance charges etc.
- 8.8 The Flat Purchaser agrees and confirms that the sample flat if any, constructed by the Promoters/Developers and all furniture, items, electronic goods, amenities etc. provided therein are only for the purposes of show casing the flats, and the Promoters/Developers is not liable, required and/or obligated to provide any furniture, items, electronic goods, amenities etc. as displayed in the said sample flat, other than as expressly agreed under this Agreement;
- 8.9 Notwithstanding anything contained herein, it is agreed between the Parties hereto that the Promoters/Developers shall have irrevocable and unfettered

right and be entitled, at any time hereafter, to mortgage, create, charge and other encumbrances or otherwise deal with or dispose off its right, title and interest in respect of the unsold flats and car parking in the said Building.

9. CONSTRUCTION, DESIGN AND SPECIFICATIONS: -

- 9.1 The Flat Purchaser agrees and confirms that the final carpet area of the said Flat is subject to variation of 3% (three percent) and that the Promoters/ Developers shall confirm the final carpet area of the said Flat that has been allotted to the Flat Purchaser after the construction of the said New Building is complete and the full occupancy certificate is granted by the competent authority, and furnish details of the changes, if any, in the carpet area, over and above the permitted variation cap of 3% (three percent). If the actual carpet area of the said Flat increases or decreases more than 3% (three percent) on account of structural design and construction variances and other than as a result of physical variations due to tiling, ledges, plaster skirting, RCC column etc. as mentioned hereinabove, the consideration in respect thereof shall proportionally stand increased or reduced and which shall be adjusted or paid (as the case may be) at the time of payment of the last instalment payable under the payment schedule. The said Sale Price payable for the said Flat shall be recalculated by the Promoters/Developers. Such increase or reduction in consideration will be in respect of the differential percentage only i.e. the difference above or below 3% variation. For the purpose of determination of actual area upon construction of the said Flat, the decision of the Architect appointed for the construction of the said Building shall be final and binding upon the Parties hereto. Notwithstanding the aforesaid, the Flat Purchaser hereby agrees to and accepts any increase or decrease in the carpet area of the said Flat due to change in any law, rules, regulations, notifications etc. issued by the Central Government, State Government and/or competent authorities from time to time without any change in consideration.
- 9.2 The Flat Purchaser agrees and confirms that the said Flat shall be a R.C.C. structure with normal brick and cement plaster only. The standard fixtures and fittings to be provided by the Promoters/Developers in the said Building and the said Flat are those that are set out in Annexure "[B]" hereto. The Flat Purchaser confirms that the Promoters/Developers shall not be liable to provide any other fixtures and fittings save and except those mentioned in the Annexure "[B]" hereto. Further, the Flat Purchaser confirms and consents that the Promoters/Developers has full right to change fixtures and fittings to be provided in the circumstances wherein there is an uncertainty about the availability of fixtures and fittings required to be provided either in terms of quantity and quality and/or delivery schedule and/or for any other reason beyond the control of the Promoters/Developers when the same would be of

equivalent quality as set out in Annexure “[B]” hereto and further agrees not to claim any reduction or concession in the consideration due and payable to the Promoters/ Developers on account of any such change or substitution in the fixtures and fittings by the Promoters/Developers in the said Flat.

9.3 The Flat Purchaser agrees and confirms that the said New Building contains the said common areas and facilities as specified in **Annexure “[B]”**. The Flat Purchaser hereby agrees, declares and confirms that save and except the said common areas and facilities, the Promoters/Developers shall not be liable, required and /or obligated to provide any other common areas, amenities and / or facilities in the said New Building. The said common areas and facilities shall be common for all the purchasers of the flats in the said New Building as well as the existing members and shall be available to all of them including the Flat Purchaser only on completion of the said New Building in all respects and may not be available to the Flat Purchaser at the time of handover of the possession of the said Flat to the Flat Purchaser. The Promoters/ Developers shall be absolutely entitled to add, alter, amend or delete any or all of the said common areas and facilities without being liable to the Flat Purchaser in any manner whatsoever. The Flat Purchaser shall not have any right to object to any change in regards thereto.

9.4 It is clarified that the layout/building plans for development of the said New Building, location and dimension of additional car parking spaces, plans and specifications in respect thereof forming part of the said Property may change at the sole discretion of the Promoters/Developers and for the same the Flat Purchaser hereby agrees and undertakes not to raise any claim, demand or dispute of any nature whatsoever in respect thereof. It is agreed by the Flat Purchaser that the Promoters/Developers shall be entitled:-

- a. To make such minor additions or alteration in the said New Building without any consent of/ intimation to the Flat Purchaser;
- b. To make changes for relocating/realignment of the water, power, sewage, telephone, gas and other services and utility connections and lines, overhead/ underground tanks, pumps, without any consent of / intimation to the Flat Purchaser;
- c. To make such variations, alterations, amendments or deletions to or in the development of the said New Building, layout, plans and specifications of the said New Building, floors plans and/or the dimension or location of the parking spaces, open spaces, amenities area, recreation areas, garden spaces, varying the access to the said New Building without obtaining any prior consent of the Flat Purchaser as long as the same does not affect the location / area of the said Flat,

if the same are required by the concerned authorities and/or if there are changes in laws which necessitate the same and / or if the proposed building plans cannot be executed as they were for no fault of the Promoters/Developers, the Promoters/Developers shall intimate the Flat Purchaser of the same;

- d. To make any such variations, alterations, amendments or deletions to or in the development of the said New Building, layout, plans and specifications of the said New Building, floor plans and/or the dimension or location of the parking spaces, open spaces, recreation areas, gardens, other common areas, amenities and facilities and/or varying the location of the access to the said New Building if the same are required for the purpose of efficacious planning and exploitation of the land under development and/or to utilize the balance/unutilized F.S.I./ TDR and/or development potential, benefits in respect thereof as available presently or that may be available in future on the said Property or any part thereof including the said New Building for any reason including on account of change in laws or if required to be made for the purpose of meeting any requisition, objection or requirement of the authorities concerned without obtaining any prior consent of the Flat as long as such variations, alterations or amendments or deletions proposed by the Promoters/Developers does not affect the location/area of the said Flat; and
- e. The Flat Purchaser agrees, confirms and undertakes not to directly / indirectly claim any amount / compensation, etc., and shall cooperate with and assist the Promoters/Developers in respect of the aforesaid.

9.5 The Flat Purchaser hereby expressly consents to the Promoters/Developers that the Promoters/Developers has full rights and authority to re-design the said common areas and facilities in the said New Building or increase the number of floors of the said New Building, amend the existing layout and/or add the recreation area or realign any amenity space, open space, recreation area and passages and such other area or areas as the Promoters/Developers may desire to. The Flat Purchaser confirms the Promoters/Developers will be entitled to utilise any and all F.S.I., T.D.R. and all the benefits, potentials, yield, advantages, etc. presently available and / or that may be available in the future for any reason including on account of change in regulations / law / Act etc. All such additions, alterations, additional floors and/or structures shall be the sole property of the Promoters/Developers who shall be entitled to sell/allot and/or otherwise deal with the same in the manner mutually agreed between them for such consideration and on such terms, conditions and provisions as they may desire and deem fit and proper in their

sole and unfettered discretion and further that the Promoters/Developers shall be entitled to utilise and consume such TDR, F.S.I or any other potential, other rights, benefits including floating rights, etc. on the land or properties to the maximum extent permissible as per the rules/regulations in force at such relevant time. The Flat Purchaser and/or the said Society shall not be entitled to claim any rebate in price or any other advantage from the Promoters/Developers on the ground of the Promoters/Developers making additional construction or on any other ground whatsoever.

10. RIGHTS AND OBLIGATION OF THE SAID SOCIETY:-

10.1 The Flat Purchaser agree and confirm that the Promoters/Developers shall handover the administration and management of the said New Building in favour of the existing said Society only after;

- (i) the entire Floor Space Index (“**FSI**”), potential, yield of the land under development and /or Transferable Development Rights (“**TDR**”) has been fully utilized, consumed, loaded etc.;
- (ii) the construction of the said New Building on the said Property with such amendments as desired has been completed in all respects and all the flats have been sold and the parking space for exclusive and permanent use as parking have been earmarked/allotted;
- (iii) the Promoters/Developers has received all the amounts including the sale price from all the purchasers in respect of all the flats; and
- (iv) the said New Building is otherwise completed in all respects;

and till then, the Promoters/Developers shall not be bound, liable, required and/or called upon to execute any such deed for handover or other necessary documents in respect of the said New Building and the Flat Purchaser agrees, irrevocably consents and undertakes not to raise any demand or dispute or objection to the same.

10.2 It is expressly agreed that the right of the Flat Purchaser under this Agreement or otherwise shall always be restricted to the said Flat only, and such right will accrue to the Flat Purchaser only on the Flat Purchaser making full payment to the Promoters/Developers of the Sale Price and all other amounts as stated herein, strictly in accordance with this Agreement and only on the Flat Purchaser performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof.

10.3 All the unsold flat(s)/ garages and rights of unallotted car parking space(s) and the proportionate share in the said common areas and facilities shall always be the sole and absolute property of the Promoters/Developers. The

Promoters/ Developers shall be fully entitled to and be in absolute control of other areas/ portions of the said New Building until the said areas / portions are handed over to the said Society. The Flat Purchaser hereby confirms and consents to the irrevocable, absolute and unfettered right of the Promoters/ Developers to develop, sub-develop and/or assign its rights and to sell, allot, give on lease, sub-lease, and/or deal with and dispose off its rights and obligations and/or the said New Building and/or all other unsold flats, garages and car parking spaces and any other area/portion in the manner deemed fit by the Promoters/Developers without any consent or concurrence of the Flat Purchaser or any other person. The Flat Purchaser confirms that he/she/they have no right, title, interest etc., in respect of the said common areas and facilities of the said New Building / said Project and that the same are available only for the use and enjoyment of the holders of various flats in the said New Building to be constructed from time to time on such terms and conditions as the Promoters/Developers may deem fit.

- 10.4 The Promoters/Developers shall become member(s) of the said Society in respect of their right and benefits of the unsold flats and car parking spaces or for such rights and benefits which the Promoters/Developers are otherwise entitled to in any manner whatsoever. If the Promoters/Developers transfer, assign and dispose off such rights and benefits at any time to anybody, the assignee / transferee and/or the buyers thereof shall, if necessary, become the members of the said Society in respect of the said rights and benefits. The Flat Purchaser herein and the said Society will not have any objection to admit such assignees or transferees as members of the said Society and the Flat Purchaser hereby gives his/her/their specific consent to them being admitted.
- 10.5 All the unsold flats/ units/ premises in the said New Building from the Developer's Constructed Area on the said Property, affiliated areas, car parkings, portion or portions of the said New Building etc. shall always be the sole and absolute property of the Promoters/Developers and the Promoters/ Developers shall be entitled to sell and dispose of the same and appropriate to themselves, the entire consideration thereof. The Promoters/ Developers shall not be liable or required to pay any transfer fees/charges and/or any amount, compensation whatsoever to the said Society for the sale/allotment or transfer of the unsold flats etc. in the said New Building even after the receipt of the occupation certificate and handover of the building management and administration is executed in favour of the said Society.

11. COMPLETION DATE:-

- 11.1 Notwithstanding the completion date of the said New Building as displayed on the website of RERA, the Promoters/Developers has categorically informed the Flat Purchaser and the Flat Purchaser is aware that the date for

completion of the said New Building for the purposes of this Agreement is 30th June, 2023. Due to reasons beyond the control of the Promoters/Developers, the said New Building will not be completed by 31st December 2021. The Flat Purchaser is also aware that the Promoters/Developers is in the process of obtaining/ shall be seeking the sanction from RERA for extending the date of completion and declare the revised date of completion of the said New Building on the website of RERA. The Promoters/Developers shall endeavour to complete the construction of the said New Building and procure full occupation certificate in respect thereof by 30th June, 2023 (hereinafter referred to as the “**Completion Date**”). In the event, the construction of the said Flat is not completed by Completion Date, then the Promoters/ Developers will be entitled to a grace period of 6 (six) months after the Completion Date to complete the construction of the said Flat provided always that the Promoters/Developers shall be entitled to further extension of time for completion of the said New Building, if the completion of the said New Building is delayed on account of:-

- (i) Acts of God;
- (ii) Election code of conduct
- (iii) Non-availability of steel, cement, other building material, water or electric supply/ connection or drainage/sewerage connection due to any reason whatsoever;
- (iv) War or like situation, civil commotion, strikes, riots, accident, epidemic, pandemic or any act of God or by reason of any national or international happenings or events and the resultant repercussions or its effect thereof directly or indirectly affect the construction activity and delay compliance of obligations;
- (v) Lockdown/s / restrictions on movement or work imposed by the governments/ courts/ economic hardships;
- (vi) Continuation of Covid – 19 pandemic/ epidemic;
- (vii) the promulgation of or amendment in any law, regulations rule or regulation or the issue of any injunction, court order or direction from any governmental or statutory authority that prevents or restricts the Promoters/ Developers from complying with any or all the terms and conditions as agreed in this Agreement including Development Control regulation or issuance of any notice, order, rule or notification of the government and/or any other public or competent authority or sanctioning authorities or of the court or on account of delay in issuance of NOC's, licenses, Approvals, occupation certificate etc. or non-availability of essential amenities and services such as lifts,

electricity and water connections or sewage or drainage lines or for any other reason technical or otherwise or for any reason beyond the control of the Promoters/Developers whereby the work of construction is stayed or stalled.

- (viii) Any other eventuality which is beyond the control of the Promoters/Developers;
- (ix) Any force majeure circumstances or conditions or other causes beyond the control of or unforeseen by the Promoters/Developers or its agents including strikes or agitation by the workers or labourers of the Promoters/Developers or the contractor or suppliers.
- (x) Delay in issue of the occupation certificate and/or any other certificates and/or grant of any permission, sanction, approval and/or order, as may be required in respect of the said building, by the Corporation or any other concerned authority or revocation of any such permission, sanction, approval and/ or order.

11.2 In view of the aforesaid, the Flat Purchaser confirms and declares that the purchase of the said Flat is made on the premise that the Completion Date is 30th June, 2023 and that no interest will be sought or payable till expiry of 6 (six) months from the Completion Date (subject to Force Majeure event as set out hereinabove/ below in Clause 11.1 hereinabove). Out of abundant caution though not required the Flat Purchaser hereby waives its right to claim interest if any on account of delay of possession of the said Flat as per the date of completion of the said New Building as mentioned on the website of RERA.

12. EVENTS OF DEFAULT:-

12.1 If the Promoters/Developers fails or neglects to complete the construction of the said Flat and/or offer possession of the said Flat to the Flat Purchaser on or before the Date of Completion and/or on such date as may be extended by mutual consent on account of reasons beyond their control (subject to Force Majeure event as set out hereinabove/below in Clause 11.1 hereinabove), then the Flat Purchaser shall have to issue a cure notice of 30 days in writing to be sent by Registered Post A.D at the address provided in this Agreement upon the Promoters/ Developers and if the Promoters/Developers does not cure the default then the Flat Purchaser shall issue a notice of termination of this Agreement. If in the aforesaid event, the Flat Purchaser does not intend to withdraw from the said Project, the Purchaser(s) agrees that apart from simple interest at State Bank of India highest marginal cost of Lending Rate +2% p.a., on all the amounts paid by the Purchaser(s), for every month of delay, till the handing over of the possession, the Promoters/Developers will not be

liable for and the Flat Purchaser will not be entitled to claim any other compensation or damages from the Promoters/Developers.

12.2 On the happening of the following events, the Promoters/Developers shall solely at their discretion be entitled to terminate this Agreement:

- (i) If the Flat Purchaser delays or commits default in any manner whatsoever in making payment of any of the amounts and/or instalments of any amounts payable under this Agreement or otherwise;
- (ii) If the Promoters/Developers is of the opinion and/or belief that any of the representation, declarations and/or warranties etc. made by the Flat Purchaser in the Booking form, Acceptance Letter, Allotment Letter, present Agreement and/or any other documents executed and/or entered into or to be executed and/or entered into by the Flat Purchaser is untrue or false;
- (iii) If the Flat Purchaser commits a breach of any of the terms of this Agreement as recorded herein;
- (iv) If the Flat Purchaser has been declared and/or adjudged to be insolvent, bankrupt, etc., and/or ordered to be wound up;
- (v) If the Promoters/Developers is of the opinion that the Flat Purchaser is unable to pay its debts / balance consideration and any orders are passed in respect of his assets / properties;
- (vi) If the Flat Purchaser is, convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than six months;
- (vii) If Receiver and/or a Liquidator and/or Official Assignee or any person is appointed of the Flat Purchaser or in respect of all or any of the assets and/or properties of the Flat Purchaser;
- (viii) If any of the assets and/or properties of the Flat Purchaser is attached for any reason whatsoever under any law, rules, regulation, statute etc;
- (ix) If the Promoters/Developers is of the opinion and/or belief that the Flat Purchaser is an undesirable element and/or is likely to cause nuisance and/or cause hindrances in the completion of the development of the building/ project and/or anytime thereafter and/or it is apprehended that he/ she/ they is/are likely to default in making payment of the amounts mentioned in this Agreement;

- (x) Any execution or other similar process is issued and/or levied against the Flat Purchaser and/or any of his/her/their assets and properties;
- (xi) If the Flat Purchaser has been declared and/or adjudged to be of unsound mind;
- (xii) If the Flat Purchaser has received any notice from the Government of India (either Central, State or Local) or foreign Government for the Flat Purchaser's involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him;
- (xiii) If the Promoters/Developers is of the opinion and/or belief that any of the aforesaid events has been suppressed by the Flat Purchaser.

12.3 On happening or occurring of the aforesaid events as set out in Clause 12.2 hereinabove, then and in that event, the Promoters/Developers shall be entitled at its discretion to terminate this Agreement provided that, the Promoters/ Developers shall give a cure notice of fifteen days in writing to the Flat Purchaser, by Registered Post AD at the address provided by the Flat Purchaser, of its intention to terminate this Agreement and specify the breach or breaches of terms and conditions due to which the Promoters/Developers is terminating the Agreement. If the Flat Purchaser fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the Agreement shall stand automatically terminated without any further act, deed or thing on part of either Party.

12.4 On receipt of termination notice by Promoters/Developers as per Clause 12.1 hereinabove, the Promoters/ Developers shall be liable to refund to the Flat Purchaser, the amounts already received out of the said Sale Price with interest per annum at 2 percent higher than the highest Marginal Cost of Lending Rate of the State Bank of India, from the date the Promoter received the last instalment till the date the amounts and interest thereon is repaid in terms of Clause 12.5 hereinbelow.

12.5 The Parties agree and confirm that upon the termination of this Agreement as per Clauses 12.3 and 12.4, the Promoters/ Developers shall be only entitled to refund the amounts payable to the Flat Purchaser on the realization of the entire consideration from the prospective new flat purchaser/s of the said Premises, after deducting therefrom:

- (i) an amount equal to 10% of the said Sale Price for the Premises plus applicable government levies therein (if any) as and by way of adjustment, recovery and pre-estimated and agreed liquidated damages.
- (ii) Any government charges / levies such as stamp duty, registration charges and/ or the said Taxes or any other taxes, charges or levies by any statutory authority or body paid or payable on this Agreement as well as on the cancellation agreement.
- (iii) the said Taxes and outgoings, if any, due and payable by the Flat Purchaser /s in respect of the said Premises up to the date of termination of this Agreement;
- (iv) the amount of interest payable by the Flat Purchaser to the Promoter in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid if applicable (as the case maybe);

The amount shall be accepted by the Flat Purchaser in full satisfaction of all his/ her/ their claim under this Agreement and/or in or to the said Premises. The Flat Purchaser agrees that receipt of the said refund by cheque from the Promoters/ Developers by the Flat Purchaser by registered post acknowledgement due at the address given by the Flat Purchaser in these presents whether the Flat Purchaser accept/s or encashes the cheque or not, will result in the amount being refunded and the Flat Purchaser shall have no claim in respect of the said Premises and/or against the Promoters.

12.6 Provided further that upon termination of this Agreement on account of the events as stated in Clauses 12.1 and 12.2 hereinabove, the following shall follow:

- a) the Flat Purchaser shall cease to have any right, title, interest, claim demand etc. of any nature whatsoever in the said Premises and/or against the Promoters/Developer and/or under the said Agreement (including stamp duty and registration charges paid);
- b) the Promoters/Developers shall irrevocably stand authorised to comply with all the formalities for execution and registration of the unilateral Deed of Cancellation (at the sole option of the Promoters/Developers), without the Flat Purchaser being a signatory thereto and the Flat Purchaser will not raise any objection or dispute in that regard;
- c) the Promoters/Developers shall be entitled to deal with and dispose off the said Premises to any other person/s as it deems fit on at such

consideration and on such terms and conditions as the Promoter deem fit, without any further act or consent of the Flat Purchaser.

- 12.7 Without prejudice to any other rights or remedies that Promoters/Developers may have against the Flat Purchaser under this Agreement and/or under the law, including the right to terminate and forfeit such amounts from the said Sale Price as mentioned in Clause 12.5 hereinabove, the Promoters/Developers shall be entitled to receive and recover from the Flat Purchaser and the Flat Purchaser shall pay to the Promoters/Developers interest on all outstanding amounts at the rate mentioned in Clause 5.1 hereinabove.
- 12.8 Without prejudice to the right of the Promoters/Developers to terminate this Agreement on account of delay in payment of the amounts as stated in Clause 12.2 hereinabove, in the event the Promoters/Developers does not exercise its option to terminate as aforesaid and grants extension of time to the Flat Purchaser to make payment, the Flat Purchaser agrees to pay to the Promoters/ Developers, interest at the SBI highest marginal cost of lending rate plus 2% as specified in the Rules, on all the delayed payments which become due and payable by the Flat Purchaser to the Promoters/Developers under the terms of this Agreement from the date the amount is payable by the Flat Purchaser to the Promoters/Developers until the date of actual payment and all legal and other expenses and administrative costs suffered by the Promoters/ Developers.
- 12.9 Without prejudice to the other rights of the Promoters/Developers hereunder, the Promoters/Developers shall in respect of any amounts remaining unpaid by the Flat Purchaser under this Agreement, have a first charge / lien on the said Flat. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Promoters/ Developers.
- 12.10 It is agreed and clarified that the Promoters/Developers (as the case may be) shall not be liable to pay to the Flat Purchaser/s any interest, compensation, damages, costs or otherwise and shall also not be liable to reimburse to the Flat Purchaser/s any Government Charges such as Service Tax, VAT, GST, Taxes, Stamp Duty, Registration Fees etc. including the said Taxes on account of termination of this Agreement for any reason whatsoever.

13. POSSESSION:-

- 13.1 The Promoters/Developers shall offer possession of the said Flat to the Flat Purchaser in writing within 7 (seven) days of receiving the occupancy certificate / part occupancy certificate of the said New Building ("**Possession Date**") and subject to the Flat Purchaser not being in default of payments of

any amounts due and payable under this Agreement. The Flat Purchaser shall upon executing necessary documents/ undertakings/ indemnities, take possession of the said Flat within 15 (fifteen) days of the Promoters/ Developers giving written notice to the Flat Purchaser intimating that the said Flat is ready for use ("**date of possession**").

- 13.2 In the event the Flat Purchaser fails to pay all the amounts payable under these presents, the Promoters/Developers shall not be obliged to handover possession till receipt thereof.
- 13.3 In the event the Flat Purchaser fails and/or neglects to take possession within the specified period, it shall be deemed that the Flat Purchaser has taken possession and on and from the date of possession and all obligations of the Flat Purchaser related to possession of the said Flat shall be deemed to be effective from the said date of possession.
- 13.4 **The Flat** Purchaser shall check up all the fixtures and fittings in the said Flat before taking possession of the same and execute such indemnities and undertakings as required by the Promoters/Developers. Thereafter, the Flat Purchaser shall have no claim against Promoters/Developers in respect thereof and shall make their complaints to the manufacturing company. For this purpose, the Promoters/Developers shall at time of handover possession of the said Flat also handover the warranty cards of any item of work in the said Flat or in the said New Building which may be alleged not to have been carried out and/or completed and /or being not in accordance with the plans specification and/or this Agreement and/or otherwise howsoever in relation thereto. If within a period of 5 (five) years from the date of receipt of the occupation certificate/part occupation certificate in respect of the said Flat, the Flat Purchaser brings to the notice of the Promoters/ Developers any defect in the said Flat or said New Building in which the said Flat is situated (unless caused by or attributable to the Flat Purchasers as certified by the architect of the Owner) or the material used therein (wear and tear and misuse excluded), which is not attributable to any act of the Flat Purchaser or the other purchasers or occupants in the said New Building then wherever possible such defect shall be rectified by the Promoters/Developers at their own cost. Provided that the Flat Purchaser shall be entitled to defect rectification only if he has not carried out any structural or other unauthorized changes and/or any works/ additions without consent of the Promoters/ Developers in the said Flat and/or in the said New Building and the Promoters/ Developers in this regard, shall cause the alleged defects to be examined by its architects and only if the same are certified by the architect to be on account of defect in the Promoters/ Developers workmanship or the material used therein, will the owner rectify the same at its own costs.

13.5 The Promoters/Developers will be discharged of its default, liability obligation under Clause 13.4 hereinabove, if within 5 years from the date hereof, the said Society does any unauthorized work or changes any of the following items:

- (a) Elevators, Water pumps, firefighting, STP, Water treatment plant, DG, Electrical panels and other key equipment, Solar heating units, Building automation system, Public Address System (PAS);
- (b) Waterproofing.

14. OTHER CHARGES, MAINTAINANCE AND DEPOSITS: -

14.1 On and from the date of possession, the Flat Purchaser shall be liable to bear and pay the proportionate share of outgoings and/or further escalation in cost thereof in respect of the said Property and the said New Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges (including charges for additional supply or water tankers, etc), insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said New Building. The Flat Purchaser further agrees that till the Flat Purchaser's share is so determined the Flat Purchaser shall pay to the Promoters/ Developers a deposit of Rs. /- against an estimated monthly contributions of Rs. /- per month towards the aforesaid outgoings for further period of () months from the date of possession.

14.2 The amounts so paid by the Flat Purchaser to the Promoters/Developers shall not carry any interest and remain with the Promoters/Developers until the handover of the administration and management of the said New Building in favour of the said Society as aforesaid.

14.3 It is understood that the Promoters/Developers shall themselves look after the maintenance of the said New Building initially for six months from the date of completion of the said New Building if so required.

14.4 The Flat Purchaser agrees and confirms that the aforesaid deposit of Rs. /- (Rupees Only) shall not be adjusted towards expenses for the maintenance of the of the said Property by the Promoters/ Developers and the monthly expenses in respect thereof shall be borne by the Flat Purchaser and the Flat Purchaser agrees and undertakes to make payment towards the same immediately and in a timely manner as and when the bills are raised.

14.5 The payments / deposit as stated in Clause 14.1 hereinabove will remain with Promoters/ Developers subject to the disbursements therefrom until the

necessary documents have been executed in favour of the said Society for handover of the building management and administration and shall not carry any interest. Upon execution of such documents, such deposit or the balance thereof, if any, with the Promoters/Developers shall be paid by the Promoters/Developers to the said Society. The Promoters/Developers shall maintain only a consolidated account of all the aforesaid amounts/deposits collected from the buyers of various flats in the said New Building and shall transfer the excess collection if any to the said Society on handing over of the management and administration of the said New Building. The Promoters/Developers shall not be liable to render any individual account of the aforesaid amounts collected or disbursements made and such accounting shall be done by all the buyers of various flats amongst themselves after handing over of the management and administration of the said New Building to the said Society.

- 14.6 If it is found by the Promoters/Developers that the said deposit is not adequate, the Promoters/Developers shall have the right to demand the payment of additional deposit from the Flat Purchaser, and the Flat Purchaser hereby agrees and undertakes to meet such requisition immediately without protest. If the Flat Purchaser fails or neglects to pay these monthly outgoings in respect of the said Flat and/or their proportionate share of taxes for any reason whatsoever, the Flat Purchaser shall be liable to pay and the Promoters/ Developers shall be entitled to recover the outstanding amounts/ arrears alongwith interest calculated at the rate mentioned in clause 5.1 hereinabove from the date of default till recovery thereof. In such event, the Promoters/ Developers shall, without prejudice to any rights available to it, be entitled to adopt appropriate legal proceedings for recovery thereof and/ or to stop and restrict the Flat Purchaser from using the said common areas and facilities in the said New Building.

- 14.7 The Flat Purchaser in addition to the said Sale Price, the amounts mentioned in Clause 14.1 hereinabove, shall also pay the Promoters/Developers a sum of Rs. /- [Rupees Only] towards installation of Generator for back up Facility for Elevator and lighting common area light before taking the possession of the said Flat for furniture and fit outs.

- 14.8 The Flat Purchaser shall on or before delivery of possession of the said Flat keep deposited with the Promoters/Developers the following amounts:-

- (i) Legal documentation charges
- (ii) for share money, application entrance fee of said Society.
- (iii) Development charges
- (iv) Towards Infrastructure charges

- (v) Towards Water & electric supply connection
& installation charges
- (vi) Processing fees
- (vii) Deposit against Outgoings for 6 months

14.9 The Promoters/Developers shall utilize the said amount mentioned in Clause 14.8 above paid by the Flat Purchaser to the Promoters/Developers for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Promoters/Developers as detailed above in Clause 14.8.

14.10 Any amount by way of premium, estate department transfer charges, expenses or security deposits or any other charges dues or duties payable to the MCGM or any other local authority/Estate department or bodies or to the State Government including M.R.T.P. Charges, that may hereafter be paid by the Promoters/Developers before handing over possession of the said Flat, shall be reimbursed within 7 (seven) days of a demand in writing being made by the Promoters/Developers in respect thereof, by the Flat Purchaser to the Promoters/ Developers in proportion to the area of the said Flat bears to aggregate area of the said New Building. In determining such amount, the decision of the Promoters/Developers shall be final, conclusive and binding upon the Flat Purchaser. In the event of delay in payment of the aforesaid amounts, the Flat Purchaser shall be liable to pay interest on such delayed payments at the rate mentioned in Clause 5.1 hereinabove till the date of payment thereof.



14.11 In addition to the amount set out in Clauses 14.1, 14.7 and 14.8 hereinabove, the Flat Purchaser also agrees to bear, pay and/or reimburse to the Promoters/ Developers, the pro-rata cost charges and/or expenses in respect of installation of water lines, water mains, sewerage lines, sewerage mains electric cables electric substation (if any) on the said Property. The betterment charges referred to above shall also include charges for installation of water lines sewage mains drainage layout and all other facilities to the Flat Purchaser.

14.12 It is hereby expressly clarified that the aforesaid amounts mentioned hereinabove does not include the dues for electricity, gas and other bills for the said Flat and the Flat Purchaser shall be liable to pay electricity, gas and other bills for the individual meters separately.

14.13 It is further clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and the Flat Purchaser agrees to pay to the Promoters/ Developers such other charges or such other amounts under such

heads as the Promoters/ Developers may indicate. It is also further clarified that the amount of charges mentioned hereinabove is only indicative and not exhaustive and the Flat Purchaser agrees to pay to the Promoters/ Developers, such increased charges or other charges or such other amounts under such heads as the Promoters/ Developers may indicate without any demur.

15. COVENANTS OF THE FLAT PURCHASER:-

15.1 The Flat Purchaser by himself/herself/themselves with intention to bind himself/ herself/ themselves and all persons into whomsoever hands the said Flat hereinafter comes and his/her/ their successors-in-title, even after handing over of the management and administration of the said New Building to the said Society, doth hereby covenant with the Promoters/Developers as follows:-

- (a) The Flat Purchaser has perused the details of the said Project available on the website of RERA as well as the additional data furnished by Promoters/Developers and the Flat Purchaser has fully verified the same. The Flat Purchaser agrees and confirms not to make demand of any additional information in respect thereof.
- (b) To maintain the said Flat at the Flat Purchaser's cost in good and tenantable repair and condition from the date of possession of the said Flat being taken by him and shall not do or allow or suffer to be done anything in and or to the staircase or any passage or compound wall of the building or any part of the building in which the said Flat are situated which may be against the rules, regulations, or bye-laws of the concerned local or any other authority or change, alter or make addition in and or to the buildings in which the said Flat are situated.
- (c) Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Flat are situated or storing of which goods is objected by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, common passage or lift or any other structure of the buildings in which the said Flat are situate including entrances of the building and in case of any damage caused to the building on account of negligence or default of the Flat Purchaser in this behalf, the Flat Purchaser shall be liable to pay or make good the damage incurred or caused due to the default of the Flat Purchaser whatsoever.

- (d) To carry out at his/her/their own cost, all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which they were delivered by the Promoters/Developers to the Flat Purchaser and in tenantable repair and shall not do or allow or suffer to be done anything in the said Flat or to the said New Building in which the said Flat are situate, or carry out the repairs and changes in the said Flat which may be forbidden by the rules and regulations and bye-laws of the concerned local authority or other public authority which may endanger the premises above or below the said Flat. In the event of the purchaser committing any act in contravention of the above provisions the Flat Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or public authority.
- (e) Not to change the user of the said Premises and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Premises and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas
- (f) Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the premises or any part thereof nor any alteration in the elevation, and outside colour scheme of building in which the said Flat are situated and shall keep the premises, sewers, drains, pipes in the said Flat and appurtenances thereto in good and tenantable repair and conditions so as to support, shelter and protect other parts of the building in which the premises are situated and shall not chisel or in any other manner damage columns, beams, walls, slabs or RCC pardis or other structural members in the premises without prior written permission of the Promoters/ Developers and/or the said Society or the limited company or the local authority as the case may be.
- (g) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the said New Building and not cover / enclose the planters and service ducts or any of the projections from the said Premises, within the said Flat, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Flat without the prior written permission of the Promoters/Developers, nor do / cause to do any hammering for whatsoever use on the external / dead walls of the

said New Building or do any act to affect the FSI potential of the said Property;

- (h) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said plot and the said New Building in which the said Flat are situate. Not to delay / default in payment of the amounts to be paid to the Promoters/Developers as per Clause 14 hereinabove and pay to the Promoters/Developers on or before 7 days of expiry of the date of possession of the said Flat for furniture or fit outs or on demand by the Promoters/Developers, his share of security deposit demanded by the concerned local authorities or Government for giving water, electricity or any other service connection to the said New Building in which the said Flat is situate.
- (i) To bear and pay increase in local taxes, water charges, insurance and such other levies if any, which are imposed by the concerned Local authority, and/or Government and/or other public Authorities on account of change of user of the said Flat by the Flat Purchaser or otherwise.
- (j) The Flat Purchaser shall not let, sublet, transfer, assign or part with the Flat Purchaser's interest or benefit factor of this Agreement or of the said Flat or part with possession of the said Flat or any part thereof until all the dues payable by the Flat Purchaser to the Promoters/Developers under this Agreement are fully paid up and only if the purchaser has not been guilty of breach or non-observance of any of the terms and conditions of this agreement and until the Flat Purchaser has obtained specific permission in writing of the Promoters/Developers for the purpose. Such transfer shall be only in favour of the Transferee as may be approved by the Promoters/ Developers and not otherwise.
- (k) The Flat Purchaser hereby undertakes that the Flat Purchaser will not carry on any illegal business/profession in the said Flat and further agrees and undertakes that he himself or through his nominee/tenant/occupier shall not carry on any such business/profession which may illegal/ antisocial/ anti-national etc., which may tarnish the reputation of the Promoters/ Developers and cause nuisance to neighbouring flat holders. It is understood that in the event of the Flat Purchaser carrying on any such illegal business/es in the said Flat whether directly or indirectly through his/ her/ their agent or tenant, the Promoters/ Developers shall be entitled to cancel this agreement in the

interest of public, peace and tranquillity and have the Flat Purchaser evicted from the flat.

- (l) The Car Parking Space shall be used only for the purpose of keeping or parking of the Flat Purchaser's own vehicle. The parking space is for parking light motor vehicles only and not for parking Lorry, tempo, Public Transport Vehicle etc. In case the other flats are permitted for commercial use by authorities, then the Flat Purchaser shall not do anything which shall be a cause or a source of nuisance or annoyance to the Promoters/Developers or any other persons of the said Society and the other occupiers of the said building or to any one in its vicinity or neighbourhood. In the event of any increase in local taxes, water charges, insurance and such other levies, are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Flat by the Flat Purchaser, the Flat Purchaser alone shall bear and pay such penalty, premium or other sums of money demanded.
- (m) Till the deed of handover of the administration and management of the said New Building is executed or the receipt of Occupation Certificate, whichever is later the Flat Purchaser shall permit the Promoters/Developers and their Surveyors and Agents with or without workmen and others at all reasonable times, to enter in to and upon the said Property and the said New Building or any part thereof to view and examine the state and conditions thereof or to repair and remove any disrepair.
- (n) Shall not do or permit or suffer to be done anything in or upon the said Premises or any part of the said New Building which is or may, or which in the opinion of the Promoters/Developers is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining premises or the neighbourhood provided always that the Promoters/Developers shall not be responsible to the Allottee/s for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining premises of the said Project and the Allottee/s shall not hold the Promoters/Developers so liable
- (o) The Flat Purchaser shall observe and perform all the rules and regulations which the said Society may adopt/has adopted at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the said New Building and the premises therein and for the observance

and performance of the building rules and regulations and bye-laws for the time being of the concerned local authorities and Government and other public bodies. The Flat Purchaser shall also observe all the stipulations and conditions laid down by the said Society regarding the occupation and use of the premises in the building and shall pay and contribute regularly and punctually towards taxes, expenses and other outgoings payable by him in accordance with the terms of the agreement.

- (p) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the said New Building or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance;

15.2 The Flat Purchaser shall not create third party interest in the said Flat and/or shall not let, transfer, assign or part with his interest or rights under this Agreement in favour of third person without prior written consent of the Promoters/ Developers and also without making full and final payment to the Promoters/ Developers of all amount as agreed under these presents and issuance of a No Dues Certificate by Promoters/Developers in advance. The Flat Purchaser if desires to sell, assign, transfer, gift, release, relinquish the said Flat, shall apply in writing to the Promoters/Developers seeking its prior consent along with the copy of No Due Certificate and thereupon the Promoters/ Developers may grant its NOC for transfer subject to compliance of certain terms, conditions and payment of charges and the Flat Purchaser having not committed any breach of any of the terms of this Agreement. The Flat Purchaser hereby understands and agrees that the GST shall not be refundable by the Promoters/ Developers in the event that the Flat Purchaser were to transfer the rights in the said Flat during the construction period.

15.3 The Flat Purchaser hereby nominates Mr./Ms. _____ having his/her address at _____ who is _____ of the Purchaser as his / her / their nominee in respect of the said Flat. On the death of Flat Purchaser, the said Mr./Mrs. _____ (**“the said Nominee”**) shall assume all the obligations of the Flat Purchaser under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Flat Purchaser shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned by informing the Promoters/Developers about the same in writing. The Promoters/ Developers shall only recognize the said Nominee or the nominee substituted by the Flat Purchaser (only if such substitution has been intimated to the Promoters/ Developers in writing) and deal with him or her in all matters pertaining to the said Flat. The heirs and legal representatives of the Flat Purchaser shall be bound by any or all the acts, deeds, dealings, breaches,

omissions, commissions etc. of and/or by the said Nominee. The Promoters/ Developers shall at its discretion be entitled to insist on Probate/ Succession Certificate/ Letters of Administration and/or such other documents as the Promoters/ Developers may deem fit, from such nominee. The nominee would be required to give a declaration-cum-indemnity / indemnity bond indemnifying the Promoters/ Developers as may be necessary and required by the Promoters/ Developers.

15.4 The Flat Purchaser represents and warrants that:

- (i) he is aware of the all terms and conditions on which the permissions issued in respect of the said New Building are granted and further agrees and undertakes to abide by the same even after being admitted as a member of the said Society.
- (ii) he has not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up, as the case may be;
- (iii) no receiver and/or liquidator and/or official assignee or any person is appointed of the Flat Purchaser or all or any of its assets and/or properties;
- (iv) none of his/her/their assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.;
- (v) no notice is received from the Government in India (either Central, State or Local) and/or from abroad for his involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him;
- (vi) no execution or other similar process is issued and/or levied against him and/or against any of his assets and properties;
- (vii) he is not of unsound mind and/or is not adjudged to be of unsound mind;
- (viii) he has not compounded payment with his creditors;
- (ix) the Flat Purchaser shall obtain with prior written consent of the Promoters/Developers, financial assistance and may for that purpose create charge or encumbrance over the said Flat with financial institution providing the Flat Purchaser financial assistance for purchasing the said Flat.
- (x) he is not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than six months;

- (xi) he is competent to contract and enter into this Agreement as per the prevailing Indian Laws;

16. MISCELLANEOUS:-

- 16.1 The Promoters/Developers considers the accuracy of the aforesaid representations and warranties to be an important and integral part of this agreement and has executed this agreement in reliance of the same;
- 16.2 The Flat Purchaser hereby agrees to indemnify and keep indemnified, saved, defended and harmless /the Promoters/Developers/ their directors and representatives against any or all claims, losses, damages, expenses, costs, litigations, suits or other liabilities incurred or suffered by the Promoters/Developers from or due to any breach by the Flat Purchaser of his/ her/ their covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Flat Purchaser in complying/ performing his/her/ their obligations under this Agreement.
- 16.3 The Agreement sets forth the entire agreement and understanding between the Flat Purchaser and the Promoters/Developers and supersedes, cancel and merges:-
- a. All agreements, negotiations, commitments, writings between the Flat Purchaser/s and the Promoters/Developers prior to the date of execution of this agreement;
 - b. All the representation, warranties, commitments, etc., made by the Promoters/Developers in any documents, brochure, hoarding, etc. and/or through on any other medium;
- The Promoters/Developers shall not be bound by any such agreement, negotiations, commitments, writings, discussions, representations, warranties and/or compliance thereof other than expressly agreed by the Promoters/Developers under this Agreement;
- 16.4 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat or of the said plot and building or any part of thereof. The Flat Purchaser shall have no claim save and except in respect of the particular premises. The remaining portion of plot, property, other unsold flats unallotted car parking spaces, common areas, etc. shall be the property of the Promoters/Developers.
- 16.5 Any delay tolerated or indulgence shown by the Promoters/Developers in enforcing the terms of the agreement or any forbearance or giving of time to the Flat Purchaser by the Promoters/Developers shall not be construed as a

waiver or acquiescence on the part of the Promoters/Developers of any breach or non-compliance of any of the terms and conditions of this agreement by the Flat Purchaser and shall not in any manner prejudice the rights of the Promoters/Developers.

- 16.6 The Flat Purchaser and/or the Promoters/Developers shall present this agreement at proper registration office for registration within 4 months from the date of executing of this agreement as prescribed by the Registration Act and the parties hereto shall attend such office and admit execution thereof.
- 16.7 Any delay tolerated or indulgence shown by the Promoters/Developers in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser by the Promoters/Developers shall not be construed as a waiver on the part of the Promoters/Developers of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser /s nor shall the same in any manner prejudice the rights of the Promoters/ Developers.
- 16.8 This Agreement shall be subject to the applicable provisions of the MAO Act, MOFA, RERA and the rules thereunder for Maharashtra and any other provisions of law applicable thereto or any other law applicable from time to time. The Promoters/Developers and Purchaser hereby agree to comply with, from time to time, with all the requirements, requisitions, provisions etc. of the Applicable Laws as may be in force and/or come into force in respect of the Project.
- 16.9 If any dispute, difference or claim arises between the parties hereto in connection with or touching this Agreement or the validity, interpretation, implementation or alleged breach of this Agreement or anything done or omitted to be done pursuant to this Agreement, the parties shall attempt in the first instance to resolve the same by negotiation. If the disputes, differences or claims are not resolved by negotiation within ninety days after commencement of discussions or such longer period as the parties agreed to in writing, then either party may refer the disputes, differences or claims, to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.
- 16.10 All notices to be served on the Flat Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Flat Purchaser at his/her/their addresses specified against their names above.
- 16.11 A notice shall be deemed to have been served as follows:
- (i) if personally delivered, at the time of delivery.
 - (ii) if sent by courier, Registered (Post) A.D. or by Fax, E-mail at the time of delivery thereof to the person receiving the same.

16.12 For the purposes of this transaction, the details of the PAN of the Promoters/ Developers and the Flat Purchaser are as follows: -

- (i) The Promoters/Developers' PAN: - **AAEPK6851D**
- (ii) Purchaser's PAN:-
- (iii) Purchaser's PAN:-

16.13 All out of pocket costs, charges and expenses including the stamp duty, registration charges of and incidental to this Agreement and service tax (if applicable), GST etc. shall be borne and paid by the Flat Purchaser alone. If due to any changes in Government Policy and by virtue of the same if any additional stamp duty, registration charges and/or any other taxes/rates are levied the same shall be also paid by the Flat Purchaser.

16.14 If any provision in this Agreement becomes invalid or illegal or is adjudged unenforceable, then such provision shall be deemed to have been severed from this Agreement and the remaining provisions of this Agreement shall not, so far as possible, be affected by the severance.

16.15 The Flat Purchaser hereby declares that he has gone through the Agreement and all the documents related to the Property and the said Flat purchased by the Flat Purchaser and has expressly understood the contents, terms and conditions of the same and the Flat Purchaser after being fully satisfied has entered into this Agreement and further agrees not to challenge/raise any objection in regard to the same.

FIRST SCHEDULE OF THE PROPERTY

All that piece or parcel of land or ground bearing C.T.S. No. 683, 683/1 of Village Ambivali, Taluka – Andheri, Final Plot No. 42-A & 42-B of Town planning Scheme – VI at Mumbai, situate, lying and being at Bhardawadi, Lane opposite Navrang Cinema, Andheri (West), Mumbai – 400 058 in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, admeasuring about 757.6 sq. meters and bounded as follows:

On the North	:	By Road
On the East	:	By property bearing C.T.S. No. 684
On the South	:	By boundary of Andheri
On the West	:	By property bearing C.T.S. No. 682

SECOND SCHEDULE REFERRED TO HEREINABOVE

(Description of the said Flat)

Residential Flat No. _____ admeasuring _____ sq. mtrs. (RERA carpet area) equivalent to _____ sq.ft. on the _____ floor of the said New Building to be constructed on the said Property and delineated in red colour boundary on the Floor Plan which is annexed and marked as **Annexure “[H]”** hereto.

IN WITNESS WHEREOF the parties hereto have put their respective hands and the seal on the day and year first hereinabove mentioned.

THE COMMON SEAL OF _____]
By the within named Promoters/Developers _____]
M/S. KAKAD REALTY PVT. LTD. _____]
a Private Limited Company through its Director _____]
MR. KUNAL KAKAD _____]
the presence of: —

- 1.
- 2.

SIGNED AND DELIVERED _____]
the within named Flat Purchaser/s _____]
1. _____]
2. _____]
in the presence of:

- 1.
- 2.

THE ANNEXTURE B ABOVE REFERRED TO:

- Lobby will include high ceilings, fine imported marble and/or stone / granite, and diffused lighting;
- 2 high-speed passenger elevators will be provided of reputable make.
- 3-tier integrated security with access control at the entrance gate and entrance lobby and each unit will be provided an audio-video intercom, cctv footage for the same and provision of security guard as applicable will be made in all public areas.
- Bathrooms with granite platforms
- Modular kitchens