

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** entered into at Mumbai on this ____ day of _____ in the Christian Year 201__ (Two Thousand _____)

BETWEEN

M/S. SHAGUN BUILDERS, a partnership firm registered under the provision of Partnership Act, 1932 and having its registered office at 51/2402, Nishigandha, Opp. MIG Club, Bandra(E), Mumbai 400051, hereinafter referred to as '**THE PROMOTERS**' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor) of the **One Part**:

AND

Mr./Mrs./Messrs. _____ of Mumbai Indian Inhabitant having
his/ her/ its address/ registered address at _____

hereinafter referred to as '**the Purchaser/s**' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their respective heirs, executors, administrators and assigns/its successors and assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors and administrators of such last surviving member of the co-parcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company its successors-in-title) of the **OTHER Part**.

[The word Purchaser would mean and include plural meaning of the word and shall be referred to irrespective of male/female/legal entity as "Purchaser". The Promoter and the Purchaser are hereinafter collectively referred to as "**the Parties**" and individually as "**Party**"]

W H E R E A S:

- A. One Bhagoji Baloji Keer during his lifetime as the Owner was seized and possessed of and otherwise well and sufficiently entitled to several immovable properties in Mumbai. The said Bhagoji Baloji Keer died on 24th February, 1944 leaving behind him surviving his widow Bhagirathibai and his two sons Bhalchandra and Anant as his only heirs and

legal representatives as per the Hindu Law of Succession by which he was governed. On the death of the said Bhagoji Baloji Keer, his eldest son Bhalchandra was declared as Insolvent by an Order of Hon'ble High Court vide Order dated 23rd March, 1946 in Insolvency Proceedings being Insolvency Petition NO. 60 of 1946;

- B. On such Insolvency, the Official Assignee instituted an Administrative Suit being Suit No. 87 of 1947 in the Hon'ble High Court (Official Assignee V/s. Anant Bhagoji Keer & Ors.) for taking accounts and Order for Sale of several properties claimed to be the properties of the estate of the deceased Bhagoji Baloji Keer and to recover One-Third share of the estate of the said deceased Bhagoji Baloji Keer. In the said Suit No. 807 of 1947 the Hon'ble Court was pleased to appoint Court Reciever, High Court of all the properties of the said deceased Bhagoji Baloji Keer;
- C. The said Anant Bhagoji Keer dies at Ratnagiri on or about 6th January, 1989 leaving a Will dated 22nd April, 1982 under which he bequeathed his one-third share in the estate of his father the said Bhagoji Baloji Keer which were in possession of the Court Receiver in the said High Court Suit No. 807 of 1947 to his son Ankur Anant Keer. The said Will of Anant Bhagoji Keer dated 22nd April, 1982 was subsequently Probated vide Order dated 5th February 1997 passed in Hon'ble High Court at Bombay Testamentary Petition No. 478 of 1995 filed in Testamentary and Intestate Jurisdiction;
- D. The said Bhagirathibai Bhagoji Keer being the Widow of Bhagoji Baloji Keer died on 2nd November, 1982 leaving behind her Last Will and Testament dated 19th May, 1981 under which she bequeathed her One Third Share in the estate of his husband the said Bhagoji Baloji Keer which were in possession of the Court Receiver in the said High Court Suit No. 807 of 1947 to her grandson Ankur Anant Keer. Probate was applied for the said Will dated 19th May, 981 in Testamentary Petition No. 747 of 1995 filed at Hon'ble High Court at Bombay in its Testamentary and Intestate Jurisdiction, however, Annapurnabai and others being the widow and children of eldest insolvent son since deceased Bhachandra Bhagoji Keer filed Caveat and the said Petition was converted to Testamentary Suit No. 51 of 1996 (Ankur Anant Keer V/s. Annapurnabai Bhalchandra Keer & Ors.);
- E. On account of the happening of the aforesaid events and by virtue of the operation of law and devolution as aforesaid, Ankur Anant Keer became entitled to two – third share in the estate of his grand-father said Bhagoji Bhagoji Keer, however, the one –third share of Bhagirathibai bequeathed to him as aforesaid remained in dispute on the Testamentary Suit No. 51 of 1996 recited in Recital D Above;
- F. The Petitioning Creditor in Suit No. 807 of 1947 were fully settled and satisfied and on account thereof by virtue of the Order dated 26th November, 2001 passed by the Hon'ble Court the Official Assignee was allowed and directed to be to withdrawn from the said Suit and by virtue thereof Ankur Anant Keer was allowed to be transposed as the Plaintiff in the Suit No. 807 of 1947;

- G. Thereafter the said Suit No. 807 of 1947 was settled and by Order dated 16th February 2004 the said Suit was Decreed in terms of Consent Terms signed by the parties and their Advocates and in terms of the said Consent Terms the Court Receiver, High Court, Bombay stood discharged and the said Ankur Anant Keer by way of settlement agreed to accept half instead of two– third share in the estate of Bhagoji Baloji Keer and the heirs of Bhalchandra Bhagoji Keer correspondingly agreed to withdraw the Caveat in the said Testamentary Suit No. 51 of 1996 and accordingly the Caveat was allowed to be withdrawn by an Order dated 11th March 2004 and Probate of Bhagirathibai Bhagoji Keer's Will dated 19th May, 1981 was ordered to be issued to Ankur Anant Keer;
- H. Under the said Decree dated 16th February, 2004 in Suit No. 807 of 1947 Ankur Anant Keer became seized and otherwise well and sufficiently and absolutely entitled to all that piece and parcel of land admeasuring 816.06 sq. meters or thereabouts situate at Upper Mahim bearing Plot No. 81 of Town Planning Scheme NO. II with structures standing thereon and known as 197 "A" Bhageshwar Bhavan (also known as Anand Bhavan No. 2) being Collector's Old NO. 261, 267, 280 and 196 and New Collector's No. 3949, 2827 and 3969 and Old Survey No. 2071 and New Survey No. 1/1517 and 2/1518 and C.S. No. 656 (Part) and 657 (Part) of Mahim Division and assessed by the Assessor and Collector of Municipal Rates and Taxes G Ward No. 4823(4), Street No. 197A of Dilip Ghute Marg of Mahim Division with fully tenanted structures standing thereon [hereinafter referred to as "**SAID PROPERTY**"] more particularly described in the **FIRST SCHEDULE** hereunder written which is same as shown in the Third Schedule in the said Consent Decree dated 16th February, 2004 in the High Court No. 807 of 2004;
- I. The said Decree was duly registered with the Sub-Registrar of Assurances and in pursuance of the said Consent Decree the name of Ankur Anant Keer was mutated in Revenue Records i.e. 7/12 Extracts and the Property Card in respect of the said property;
- J. By and under Deed of Conveyance dated 31st December, 2007 executed between Ankur Anant Keer, therein referred to as "Vendor" and Party of One Part and [i] Bhaiji Farhatulla Mohd Hanif & [ii] Mrs. Farzana Farid Solanki, therein referred to as Purchaser and Party of the Other Part and duly registered with the Sub-Registrar of Assurances under Sr. No. Bom-1/ 3002 of 2008, the Vendor therein did thereby sell, transfer, assign and convey and the Purchasers therein purchase and acquire all his right title and interest in the said property alongwith the structures standing thereon for consideration and on terms and conditions therein recorded. The said Deed of Conveyance is valid and subsisting and the same has not been challenged or disputed till date and the parties thereto having fully acted upon the same, the said Purchasers were placed in use, occupation and possession of the said property and in terms thereof they became seized and possessed of and otherwise well and sufficiently entitled to the said property;
- K. By an Agreement for Sale dated 13th September, 2012 executed between [i] Bhaiji Farhatulla Mohd Hanif & [ii] Mrs. Farzana Farid Solanki, therein referred to as Vendors and M/s. Shagun Builders, therein referred to as the "Purchasers" being the Promoters

herein and duly registered with the Sub-Registrar of Assurances under Sr. No. BBE/3/7795/2012 dated 15th September, 2012 the Vendors therein agreed to sale and transfer and the Purchaser therein agreed to purchase and acquire all the right title and interest in the said property for consideration and on terms and conditions therein recorded. The said Agreement for Sale dated 18th September, 2012 was followed by the execution of Deed of Conveyance dated 22nd March, 2013 between the Vendor and Purchasers and duly registered with the Sub-Registrar of Assurances under Sr. No. BBI/5/1395 of 2013 whereby the Vendors therein absolutely and completely sold, transferred and conveyed unto and in favour of the Purchasers the said property for consideration and subject to the terms conditions and covenants therein recorded. The said Deed of Conveyance is valid and subsisting and the same has not been challenged or disputed till date and the parties thereto having fully acted upon the same, the Promoters were placed in use, occupation and possession of the said property as absolute Owners thereof;

- L. In the premises aforesaid, the Promoters as Owners have become well and sufficiently entitled to the said property being all that piece and parcel of land admeasuring 816.06 sq. meters or thereabouts situate at Upper Mahim bearing Plot No. 81 of Town Planning Scheme NO. II with structures standing thereon and known as 197 "A" Bhageshwar Bhavan (also known as Anand Bhavan No. 2) being Collector's Old NO. 261, 267, 280 and 196 and New Collector's No. 3949, 2827 and 3969 and Old Survey No. 2071 and New Survey No. 1/1517 and 2/1518 and C.S. No. 656 (Part) and 657 (Part) of Mahim Division and assessed by the Assessor and Collector of Municipal Rates and Taxes G Ward No. 4823(4), Street No. 197A of Dilip Ghute Marg of Mahim Division with fully tenanted structures standing thereon [**"SAID PROPERTY"**] more particularly described in the FIRST SCHEDULE hereunder written;
- M. The Promoters after having purchased and acquired the Conveyance in respect of the said property as recited above approached the Tenants of the Tenanted Structure standing on the said property, who unanimously gave their consent for the redevelopment of the said property by executing necessary consent letters in favour of the Promoters and executed Permanent Alternate Accommodation Agreement in respect of the premises to be allotted to Tenants/ Occupants in the proposed building to be constructed in the proposed building by the Promoters prior to vacating their respective premises and handing over the possession thereof to the Promoter for facilitating the redevelopment of the said property. There are in aggregate ____ Nos. of the Tenants who are to be rehabilitated in the proposed building that is being constructed by the Promoters on the said property;
- N. The Promoters prior to obtaining the vacant possession of the premises from Tenants got the plans approved from the Municipal Corporation of Greater Mumbai under Intimation of Disapproval (I.O.D) bearing Ref. No. EB/6820/GN/A dated 2nd August, 2013, which was required to be revised, altered and modified on account of the change and modification in the in CRZ Rules and Regulation vide IOD bearing Ref. No. CHE/CTY/2500/G/N/337(NEW) dated 10th August, 2017, which was followed by

issuance of the Commencement Certificate bearing Ref. No. CC CHE/CTY/2500/G/N/337(NEW) dated 10th August, 2017;

- O. The Promoters for the purpose of carrying out the development of the said property as per the plans and sanctions approved by the Municipal Corporation of Greater Mumbai is fully entitled to construct a multistoried building consisting of Ground and 20 [Twenty] Upper Floors as per the prevailing Building Rules and Regulations by utilizing and consuming the Maximum Development Potential. **"Maximum Development Potential"** shall include (a) permissible Zonal FSI/BUA available in respect of the Said Property, (b) TDR FSI that may be permitted for consumption of the Said Property including as per Notification of Government of Maharashtra dated 16th November, 2016 bearing No.TPS.1813/3067/ CR-122/MCORP/12/ UD-13 (c) Incentive FSI i.e. additional FSI/BUA that may be permitted on payment of premium; (d) Fungible FSI/BUA as may be permitted (e) FSI/TDR/Incentive FSI arising out of D.P. Road, reservation, Heritage TDR, Incentive FSI by implementation of the development and construction of property under Development Control Regulation No. 33(15), FSI/TDR on account of DCR 58 (f) other permissible FSI/BUA like for staircase, lift, lift lobby and other areas permitted free of FSI that may be available either by way of payment of premium, or free or otherwise howsoever; and (g) increase in FSI/BUA in (a), (b), (c), (d), (e) and (f) above and otherwise howsoever on account of any change in policies, laws, Development Control Regulations (**"DCR"**) (including Development Plan '34), different user or otherwise howsoever (h) additional FSI/BUA which is now available or which may become available in future, arising/emanating from the Said Property (including portions thereof under D.P. Roads set back etc.), or of any other property/properties under the provisions of the applicable rules and regulations prevailing at the relevant time, or in any other manner whatsoever, of the Said Property or in respect of the amalgamated property (i.e. in the event of the Said Property being amalgamated with any one or more properties).
- P. The Redevelopment of the said property and the building standing thereon by construction of the multi-storied building known as **"1-OSR"** is proposed as a **"Real Estate Project"** and will be registered as such with the Real Estate Regulatory Authority (**"Authority"**) under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (**"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 Disclosures on Website) Rules, 2017 (**"RERA Rules"**). The Promoters have informed the Purchaser that the Promoters are in the process of making application and getting a Registration Number for the Project from Authorities and obtaining **"RERA Certificate"**. The Certificate of the Registration will be made available to the Purchaser after the Registration of the Real Estate Project. Upon the Real Estate Project being registered the Purchaser can examine all documents uploaded by the Promoters on the Website of the Authority as required by RERA and the RERA Rules;
- Q. The principal and the material aspects of the development of the Real Estate Project, are briefly stated below: -

- (i) The proposed building shall be a single multistoried building comprising of Rehab Component and Saleable Component and the said building is being developed under the provisions of Development Control Regulation No. 33(7) for the time being in force or that may be amended from time to time and the Developers shall however be free to adopt any other scheme as may be suitable during any stage of construction;
- (ii) The said Building inter-alia comprises of Ground and 20 Upper Floor and more as per the plans and approvals already sanctioned by Municipal Corporation;
- (iii) As per the sanctioned plan already approved and available with the Promoters, the Total F.S.I. of 3231.04 sq. meters has already been sanctioned for consumption of the said project. The Promoters proposes to eventually consume a further F.S.I. of 1256.68 sq. meters aggregating to total F.S.I. of 4487.72 sq. meters in the construction and development of the said Real Estate Project upon the same being sanctioned and approved by the concerned authorities. The proposed additional F.S.I. that is likely to become available shall be utilized by the Promoters for construction of additional Flats/ Premises / Floors as the case may be over and above the already sanctioned floors by the Municipal Corporation;
- (iv) As provided under the Proviso to Rule 4(4) of the RERA Rules, the Promoters will be entitled to and have a right, if they so desire, to amalgamate the Said Property with any one or more of the adjoining properties and to utilise the F.S.I. thereof inter alia on any portion of the said Property and also to sub-divide such amalgamated property and to submit or amend the building and/or layout plans as may be permitted by the Municipal Corporation of Greater Mumbai (hereinafter referred to as "**MCGM**") and the other concerned authorities, without any reference to the Purchaser/ Society/ Condominium, as the case may be;
- (v) The Promoters for the purpose of complying with the terms, conditions, stipulations and restrictions as may be imposed by the Municipal Corporation for obtaining Occupation Certificate in respect of the said building and for facilitating the utilization, consumption and exploitation of the entire F.S.I. Potential on the said property that shall become available from time to time on account of change, modification and alteration in Building Rules and Regulations/ Development Control Regulation in force from time to time including by way of Fungible F.S.I. be fully and absolutely entitled to alter and/or amend and/or modify the plans and specifications in respect of the proposed building in the manner as may be approved by the concerned authorities and the Purchaser hereby accords his consent, no objection and confirmation in favour of the Promoters in that regards and further agrees to extend all co-operation required by the Promoters;

- (vi) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Purchasers are listed in **THIRD SCHEDULE** hereto;
- (vii) The Promoters will, at all times, be entitled to install their logos and/or name boards, corporate signage and/or put-up advertisements boards/ hoarding etc., of their Company and/or their Group Companies, with various devices (including electronic, laser and neon signs) (hereinafter referred to as “**the Displays**”) in one or more places on the said building including (i) on the elevation crown feature proposed above the general roof level of building, (ii) open spaces/s, (iii) the terraces of building; (iv) the compound walls/ entrance gate; and/or (v) any parts of the building and/or buildings constructed/to be constructed, if they so desire. The Purchaser in his individual capacity and as members of the proposed Society expressly grants his consent to the same and hereby agrees that he shall not object to the same. The Promoters and/or any of their Group Companies will not be liable to make any payment/ compensation/fee or any sums by whatever name called to the Purchaser and/or the Society for the same;
- (viii) Promoters shall be entitled to put hoardings/ boards/ logo of their Brand Name “Project by M/s. Shagun Builders” in form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Real Estate Project and on the façade, terrace, compound, wall or other part of the Real Estate Project. The Promoters shall also be entitled to select place, select, decide hoarding / board sites;
- (ix) The detail formation of Society and conferment of title upon the Society that would be formed and constituted with respect to the Real Estate Project are more particularly stated herein below;
- (x) All premises remaining after making provision for tenants including parking shall be the Saleable Component of the Project [**“Promoters Entitlement”**], which shall be for the benefit of the Promoters for the same being sold in open market, dealt by and disposed of to third party or intending Purchasers on such terms as the Promoters deem fit and proper. Such Agreement in favour of Third Party shall be on principal to principal basis and that proposed Society shall be bound to accept and admit such Purchaser as Members of the Legal Entity that would be formed on completion of the said building.
- (xi) That in due compliance of the access rules and regulations as notified pursuant to the Orders and directions of the Hon’ble Supreme Court the Promoters in order to ensure sufficient access width to the said property have managed access through the adjoining BMC Land vide _____ dated _____ and the Purchaser and the society that would be formed of the Purchasers of the premises shall be bound to duly observe and perform and abide by such conditions as stipulated in connection with the access take from the BMC land;

The above details along with annexure to the RERA Certificate and further aspects of the proposed future and further development of the said property shall be available for inspection on the Official Website of RERA Authorities at <http://maharera.mahaonline.gov.in> upon the project being Registered with the Authorities (**"Proposed Future and Further Development of the said property"**)

- R. The Promoters have appointed Mr. Ameet G. Pawar of M/s Aakar Architects & Consultants as the Architects of the project and H. M. Raje Structural Consultants Pvt. Ltd. as the Structural Engineer for the preparation of the structural design and drawings of the building and have availed of their services and professional supervision till the completion of proposed building and with them the Promoters have entered into Standard Agreement as prescribed;
- S. The Purchaser hereby agrees to purchase and acquire and the Promoters hereby agree to sell and transfer to the Purchaser Flat No. _____ admeasuring _____ sq. ft. Carpet Area equivalent to about _____ Sq. Mts. Carpet on the _____ Floor of the proposed Building to be known as "_____" with Amenities as specified in **ANNEXURE "I"** for consideration and on terms and conditions hereunder recorded (hereinafter referred to as the **"SAID PREMISES"**) alongwith _____ Car Parking Spaces incidental to the Purchase of the said premises which is more particularly described in the **SECOND SCHEDULE** hereunder written. The said premises forms part of the free sale component which the Promoters are fully entitled to sale and transfer in favour of the Purchaser. The Floor Plan of the said Premises which is agreed to be allotted and sold to the Purchasers is annexed as **Annexure "II"** hereto;
- T. On demand of the Purchaser, the Promoters have given inspection to the Purchaser of all title documents of the said property, the plans, designs and specifications prepared by Architect and of such other documents as are required to be disclosed under the provisions of Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations framed thereunder, including inter-alia of the following: -
- (i) All approvals and sanctions issued by the Competent Authorities for the development of the said Real Estate Project including I.O.D. bearing Ref. No. CHE/CTY/2500/G/N/337(NEW) dated 10th August, 2017 and Commencement Certificate bearing Ref. No. CHE/CTY/2500/G/ N/337(NEW) dated 10th August, 2017, Layout Plans, Building Plans, Floor Plans, NOC, etc., and such other documents as required under Section 11 of RERA. A copy I.O.D. and Commencement Certificate is annexed as **Annexure "III" and "IV"** hereto;
 - (ii) All title documents by which the Promoters are claiming to be Owners of the said property and their entitlement to develop the said property described in the First Schedule hereunder written;
 - (iii) Title Certificate issued by Jaiswal & Associates, Advocates and Legal Consultants inter alia certifying that the Promoters are absolute Owners and

entitled to develop the said property and that their title is clear and marketable. A copy of the Title Certificate is annexed as Annexure “V” hereto;

(iv) The authentic copies of the Property Card, Village form VI and VII and XII showing the nature of the title of the Promoters to the said property on which the Real Estate Project is to be implemented have been annexed as Annexure “VI”, “VII” and “VIII” hereto;

U. The Purchaser prior to the execution of this Agreement has obtained independent legal advice with respect to the Agreement and the transaction contemplated herein with respect of the said premises, made inquiries there on and is satisfied with respect to (i) the title of the Promoters to develop the Real Estate Project and the same being clear and marketable, (ii) the approvals and permission (including IOD and CC) obtained till date, and (iii) the plans and sanctions that are obtained in respect of Real Estate Project being implemented on the said property. Accordingly, the Purchaser has entered into this Agreement with full knowledge of all terms, conditions and stipulations as contained in the documents, papers, plans, orders, schemes, etc., recited and referred to hereinabove and those contained herein and agree not to raise any requisitions or objections in that regards including entitlement of the Promoters to deal with and dispose of the said premises;

V. The Carpet Area of the said premises is _____ sq. meter equivalent to _____ sq. ft. carpet area or thereabouts as defined in Section 2(k) of the Real Estate (Regulation and Development) Act, 2016;

W. The Promoters have agreed to sell to the Purchaser and the Purchaser has agreed to purchase and acquire from the Promoters, the said premises at and for the price of Rs. _____/- (Rupees _____ Only) and upon the terms and conditions as mentioned in this Agreement (“**SALE COSIDERATION**”) and prior to the execution of these presents, the Purchaser has paid to the Promoters a sum of Rs. _____/- [Rupees _____ Only] towards part Sale Consideration (the payment and receipt whereof the Promoters doth hereby admit and acknowledge) leaving balance consideration amount of sum of Rs. _____/- (Rupees _____ Only), which shall be paid by the Purchaser to the Promoters in stages recorded hereunder;

X. The Purchaser in his personal capacity as also in his capacity as members of the Society when formed and registered have hereby given his unequivocal and express consent to the utilization by the Promoters and/or their nominee/s and assigns, of such additional FSI and any benefits arising therefrom as hereinabove contained;

Y. The PAN Numbers of the parties hereto are as follows:-

NAME OF THE PARTY

PAN NUMBER

- i)

M/s SHAGUN BUILDERS

ACEFS8470N
- ii)

Purchaser/s:

/FORM 60

/FORM 60

/FORM 60

Z. In pursuance of the provisions of RERA, the Parties are executing this written Agreement for Sale of the said premises and agree to register this Agreement with the office of the Sub-Registrar of Assurances under the provisions of the Registration Act, 1908.

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

1.

All the statements and representations made in the Recitals recited above shall form an integral part of the operative clauses of these presents.
2.

The Purchaser is aware that in terms of the powers, authorities and rights vested in the Promoters as Owners of the said property, the Promoters are constructing a multistoried building comprising of Ground and 20 upper Floors to be known as “1 OSR” (**THE SAID BUILDING**) by utilizing and consuming the entire F.S.I. i.e. F.S.I. of the said property, F.S.I. that become available from demolition of old building, F.S.I. that may be available in the form of loading of Fungible F.S.I., if permissible, and further premium F.S.I. that may be availed of by making payment of premium to the Municipal Authorities.
3.

The Purchaser doth hereby records and gives his irrevocable consent, power, authority and confirmation to the right of the Promoters to construct additional floors over and above 20 Floors that would become permissible on account of additional F.S.I. / benefit Fungible F.S.I. likely to be generated/ available on the said property and the Scheme under which the said project is being implemented and property being developed on account of change, modification and amendment in law, D.C. Regulations, Policies etc., and for this purpose and availing such benefits the Promoters is fully entitled to amend/ modify/ make alteration in the plans, designs, specifications etc., for such additional constructions being approved by the Concerned Authority. The Promoters shall be entitled to make additional construction on the said Building, vertically and/or horizontally and/or on any the portion of the said property and sell/allot or otherwise howsoever deal with and dispose of such additional premises and for that purpose shall be entitled to add alter modify and amend the building plans of the building without affecting adversely affecting the area of the said premises agreed to be sold to Purchaser.
4.

The Promoters have reserved to itself, the right to make such additions, alterations, amendments, deletions and/or shifting in the Latest Plans and to the approved layout of the Said Property, at any time, in the future as it may be deemed necessary and also to amend/alter/ modify the numbers, size, layout and specifications of any of the flats in proposed building which may include but shall not be limited to demolishing any existing structure/s situate anywhere on the Said Property, constructing a new building in place of the demolished structure/s, relocating either partly or fully the RGs area/s to any other part of the Said Property etc. and to make such changes in the Latest Plans being the building plans and/or to construct additional floors, as mentioned herein below to the maximum extent permissible under law **PROVIDED HOWEVER THAT** such change shall not affect, in any manner whatsoever, the area and the location of the Flat agreed to be purchased by the Purchaser/s under this Agreement and the Purchaser/s hereby give their express and unequivocal consent to the same and undertakes not to raise any

objection to the same on any grounds whatsoever and agrees to extend all facilities and co-operation to the Promoters in this regard. The Purchaser shall not either directly or indirectly do any acts or deeds whereby the Promoters are prevented or obstructed from putting any additional construction and/or altering the plans.

5. In consideration of the Purchaser having agreed to pay to the Promoters the aggregate sum of Rs. _____ [Rupees _____ Only] (hereinafter referred to as the **"Purchase Price"**) to the Promoters in the manner set out hereunder, the Promoters have agreed to sell to the Purchaser and the Purchaser have agreed to purchase and acquire from the Promoters a residential premises being Flat No. _____ admeasuring _____ sq. ft. Carpet Area equivalent to about _____ Sq. Mts. Carpet on the _____ Floor (**"SAID PREMISES"**) more particularly described in the **SECOND SCHEDULE** hereunder written as shown delineated with Red-Colour Boundary Line (hatched in red) on the Floor Plan annexed as **ANNEXURE "II"** hereto in the Building proposed to be constructed on the said property (**"SAID BUILDING"**) along with the amenities as listed out in **ANNEXURE "III"**.
6. The sale consideration of the said premises mentioned above is the lump sum price of the said premises and it is expressly agreed and made clear that there shall be no change in the price of the said premises. It is further made clear that while putting up final construction, in order to comply with the specification and terms and stipulation of planning authorities and in such event, there could be variations of two percent [2%] in the carpet area of the premises, which shall be acceptable by Purchaser and the Purchaser shall not make any complaints and/or raise any objections in respect thereof.
7. The Purchase Consideration in respect of the said premises shall be paid by the Purchaser to the Promoters in the following manner: -
- | | | | |
|--------|-------------|--------------|--|
| (i) | Rs. _____/- | Rupees _____ | Only on or before the execution of these presents, the receipt whereof the Promoters hereby do and doth admit and acknowledge; |
| (ii) | Rs. _____/- | Rupees _____ | Only on completion of Plinth; |
| (iii) | Rs. _____/- | Rupees _____ | Only on completion of 1 st Slab; |
| (iv) | Rs. _____/- | Rupees _____ | Only on completion of 2 nd Slab; |
| (v) | Rs. _____/- | Rupees _____ | Only on completion of 3 rd Slab; |
| (vi) | Rs. _____/- | Rupees _____ | Only on completion of 4 th Slab; |
| (vii) | Rs. _____/- | Rupees _____ | Only on completion of 5 th Slab; |
| (viii) | Rs. _____/- | Rupees _____ | Only on completion of 6 th Slab; |

(ix)	Rs. _____/-	Rupees _____ Only on completion of 7 th Slab;
(x)	Rs. _____/-	Rupees _____ Only on completion of 8 th Slab;
(xi)	Rs. _____/-	Rupees _____ Only on completion of 9 th Slab;
(xii)	Rs. _____/-	Rupees _____ Only on completion of 10 th Slab;
(xiii)	Rs. _____/-	Rupees _____ Only on completion of 11 th Slab;
(xiv)	Rs. _____/-	Rupees _____ Only on completion of 12 th Slab;
(xv)	Rs. _____/-	Rupees _____ Only on completion of 13 th Slab;
(xvi)	Rs. _____/-	Rupees _____ Only on completion of 14 th Slab;
(xvii)	Rs. _____/-	Rupees _____ Only on completion of 15 th Slab;
(xviii)	Rs. _____/-	Rupees _____ Only on completion of 16 th Slab;
(xix)	Rs. _____/-	Rupees _____ Only on completion of 17 th Slab;
(xx)	Rs. _____/-	Rupees _____ Only on completion of 18 th Slab;
(xxi)	Rs. _____/-	Rupees _____ Only on completion of 19 th Slab;
(xxii)	Rs. _____/-	Rupees _____ Only on completion of 20 th Slab;
(xxiii)	Rs. _____/-	Rupees _____ Only on completion of Terrace Slab;
(xxiv)	Rs. _____/-	Rupees _____ Only on completion of Brick Work;
(xxv)	Rs. _____/-	Rupees _____

Only on completion of on completion of internal works;

(xxvi) Rs. _____/-

Rupees _____

Only being balance amount at the time of handing over possession of the Said Premises.

8. The time for making the payments of each installment as also other amounts due and payable shall be the essence of the contract. It is agreed that that a written notice forwarded by the Promoters to the Purchaser stating that a particular stage of construction has been completed, shall be sufficient proof that a particular stage of construction is being completed for the purpose of making payment of the instalments of the consideration as mentioned above and the Purchaser agrees, undertakes and covenants with the Promoters to make the payment of the installments mentioned in Clause 7 above within 15 days of the receipt of the Intimation/ Demand Notes demanding payments of installments by the Promoters PROVIDED FURTHER that non-intimation of payment of the installments or any other amounts due and payable by Purchaser in terms of these presents shall not be an excuse for delay or non-payment of the installments.
9. The Purchase Price shall be paid by the Purchaser to the Promoter in instalments as mentioned above after deducting there from TDS on each such instalment as per the applicable provisions of Section 194-IA of the Income Tax Act, 1961. The Purchaser shall deposit TDS in the government treasury by furnishing Challan-cum-Statement in Form No.26QB to the Director General of Income-tax (System) or to the person authorized by him in this behalf, within seven days from the end of the month in which the deduction is made, and issue a TDS certificate in Form No.16B to the Promoter within fifteen days from the due date for furnishing the Challan-cum-Statement in Form No.26QB, after generating and downloading the same from the web portal specified by the Director General of Income-tax (System) or the person authorized by him, so as to enable the Promoters to give credit to the Purchaser for the same.
10. In addition to the aforesaid Purchase Price the Purchaser agrees to pay to the Promoters, GST or any other indirect taxes which may be levied, in relation to the construction of and carrying out the Project and/or with respect to the Flat and/or this Agreement, whether in existence as on the date of execution of these Presents or at any time hereafter. It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Flat and the incidental use of Car-Parking Spaces, shall be borne and paid by the Purchaser alone and the Promoters shall not be liable to bear or pay the same or any part thereof. All other taxes, duties, cesses whatsoever that may be levied upon the Promoters in relation to the sale of the Flat to the Purchaser as and when demanded by the Promoters. As on the date of execution of these Presents, the only tax payable in relation to the transaction by the Purchaser to the Promoters is GST. GST is required to be paid together with each instalment of the Purchase Price. The timing for payment of such amounts may vary depending upon the manner of implementation of various laws by the Government. The liability to pay such taxes, dues and cess shall continue on the Purchaser till the handing over of the possession of the said Premises by the Promoters to the Purchaser.
11. The said amount of consideration is non-escalatory, save and except in the event of any increase in the development charges or any other charges payable by the Promoters to MCGM or any other governing authorities. In the event of such escalations in the consideration as a result of the aforesaid events, then the Promoters shall enclose a copy of the relevant notifications, circulars etc., together with the demand letter issued by the Promoters to the Purchaser for the escalated consideration amount. The Purchase Price

is however inclusive of the proportionate price of common /limited common areas and facilities specified hereinafter.

12. All the amounts towards the purchase price shall be deposited by the Purchaser in the Bank Account of the Promoters opened with HDFC Bank in the name of "Shagun Builders Master Escrow **Account**" bearing Account No. 57500000121692 and all the Cheques / demand drafts etc., towards the Purchase Price payable by the Purchaser to the Promoters and all the Cheque / Demand Draft etc., towards the purchase price payable hereunder by the Purchaser to the Promoters shall be drawn by the Purchaser in favour of and payable to the credit of "Shagun Builders Master Escrow" bearing Account No. 57500000121692, unless contrary instructions are issued by the Promoters requesting the Purchaser to deposit such amount in any other Bank Account.
13. If the Purchaser, to augment funds for making payment of the consideration recorded under this Agreement to the Promoters, intends to seek loan from any financial institutions/banks etc., against the security of the said premises, then, in such event, the Purchaser shall be required to obtain on the letterhead of such Financial Institutions/Banks etc., the sanction of loan /pre-sanction loan letter and only thereafter and against that the Promoters will issue the requisite NOC for mortgage of the said Premises as requested by the Purchaser in favour of such Financial Institution/ Banks. All the disbursement of the Loan amount or installments made by such Financial Institutions/ Banks etc. shall mandatorily be made by issuing Pay Order/Demand Draft in the favour of the Promoters only and issued in the name of "Shagun Builders Master Escrow" bearing Account No. 57500000121692. If the Financial Institution/ Bank etc., issues Pay Order /Demand Draft of Loan amount or installments in any other name or account than such Financial Institution/ Bank etc., shall do so at their own risk and the Promoters shall not be liable for any cost and consequences arising there from and all the NOC issued by the Promoters shall be deemed to be cancelled and of no legal consequences and void ab-initio and the premises shall not be considered to have been mortgaged with such Financial Institution/ Banks.
14. Notwithstanding anything contrary in this Agreement, it is specifically agreed by and between the parties that the time for making the payment shall be the essence of the contract and in the event the Purchaser commits default and/or fails or neglects or refuses to make payment of any of the installments or any other amount payable hereunder including the proportionate share of taxes levied by the concerned local authority and other outgoings either in part or in full within the time and in the manner stipulated hereunder or in the Intimation/Demand Notice (time being the essence of the contract) or commits breaches and/or violations of any other terms and conditions of these presents, the Promoters shall be at liberty to exercise their rights as set out in these presents including right to terminate this Agreement after giving Fifteen days- notice to the Purchaser to rectify and/or remedy such breach/ violation. If despite notice/ intimation, the Purchaser fails and/or neglects to rectify and/or remedy the breach within the time stipulated, the Promoters shall be absolutely entitled to terminate these presents without any further intimation and/or assigning any reasons to the Purchaser and in such event this Agreement shall ipso-facto come to end. Non-intimation of terminations shall not thereafter be deemed to be waiver of termination by the Promoters. Upon termination, the consequences as set-out in these presents shall follow and the Promoters shall be absolutely free to deal with the said premises in the manner thought fit and proper by the Promoters without any reference and recourse of the Purchaser.
15. Upon the Promoters exercising its right of termination the Promoters shall be entitled to forfeit the Earnest Money Deposit/ Booking Amount paid by the Purchaser to the Promoters or 20% of the Purchase Price paid by the Purchaser for purchasing the said premises till the date of the Termination, whichever amount is higher as and by way of agreed liquidated damages and after making such deductions, the balance consideration amount, if any remaining (subject to accounts) with the Promoters shall be refunded without interest in the manner stated hereinafter. It is made absolutely clear and expressly agreed that in any event neither the Purchaser shall be entitled to demand nor the Promoters shall be liable and obliged to refund or reimburse the amounts that has been paid towards statutory dues and expenses including stamp duty, registration charges,

Goods and Service Tax, MVAT, service tax, income tax, capital gains etc., that might be incurred and expenses on account of the dealing in respect of the said premises.

16. The Promoters upon such termination shall be entitled to sell, transfer and assign the said premises to any third party of its choice, upon such terms and conditions, as thought fit and proper by the Promoters without any recourse and/or reference to the Purchaser. The Purchaser shall have no right to object to such sale/disposal of the said premises by the Promoters. If at the time of termination, the prevailing Market Value of the said premises is higher than the Market Value of the premises at the time of purchase, the benefit of the appreciation, if any, shall belong to the Promoters and the Purchaser shall not have any claims in respect thereof. However, if the market value falls below the value of the said Premises as stipulated in this Agreement, the Purchaser shall be liable to bear the losses accruing to the Promoters as a result of such cancellation/ termination of this Agreement. In quantifying such losses, the Promoters shall also take into account the interest liable to be paid by the Purchaser from the date of intimation/Demand Note till payment and/or realization at rate of interest mentioned in this Agreement. The amount so quantified shall be adjusted and/or appropriated against the balance amounts due and payable by the Purchaser to the Promoters in terms hereof. However, as far as the amounts that would become refundable by the Promoters shall be paid to the Purchaser only after disposing off the said premises and after receiving full consideration thereof. It is clarified that refunding of such amount by Cheque by the Promoters to the Purchaser at the address of the Purchaser, whether the same is encashed or not, will amount to valid discharge of the obligation by the Promoters in refunding the amounts due to the Purchaser as provided herein.
17. If the Purchaser has sought loan from any Financial Institutions/ Banks, etc., against the security of the said Premises and in the event of the Promoters exercising its right to terminate this Agreement for Sale on account of default, breach and violation committed by the Purchaser for any reasons whatsoever, the Purchaser shall be responsible and liable to clear the mortgage debt outstanding by obtaining necessary letter in writing stating clearance of mortgage from such Financial Institution/Bank, etc. It is clarified that only after the issuance of the Discharge Letter/ No Due Certificate and original documents being released in respect of the said premises by Financial Institution/ Banks in favour of the Promoters, the Purchaser shall be entitled to the refund of the balance amount, if any, standing to the credit to the account of the Purchaser in respect of the said premises (after adjusting accounts and in accordance with the clause mentioned above). However, in the event of the Purchaser failing to take any steps to clear the mortgage, the Promoters shall be entitled to and is authorized by the Purchaser to approach the Financial Institutions/ Banks as the case may be and directly pay such Financial Institution/ Banks etc., the amounts payable in respect of the mortgage debt raised by the Purchaser from the amount standing to the Purchaser's credit with the Promoters in respect of the said premises and to the extent necessary to clear the mortgage debt. It shall always be obligatory on the part of the Purchaser to duly and promptly pay the installments of the consideration amount as and when due and demanded under the terms of this Agreement for Sale, irrespective of the fact that the Purchaser has applied for the loan/loan is under process/ sanction awaited/is rejected from any Financial Institution/ Bank etc., and the Purchaser shall not raise any contention in respect of his failure to pay the installments on the due dates, on the basis of having applied for loan/loan is under process of disbursement from such Financial Institution /Bank, etc. In the event of the failure of the Purchaser to pay the installments the Promoters without prejudice to his other rights and remedies under these presents, be entitled to terminate these presents.
18. Without prejudice to the above and without waiver of the other rights and contentions of the Promoters under this Agreement and/or in law, the Promoters at its discretion and option accept from the Purchaser the payment of the defaulted installments at the rate of 12% per annum for the delayed period i.e. from the payment becoming due till the realization thereof by the Promoters (the defaulted period). Such interest shall be payable by the Purchaser at the time of payment of each defaulted installment or will be mandatorily cleared off before taking the possession (even for furniture purpose also) of the said Premises. The interest shall be cumulative interest. The Promoter shall accept such delayed payment on such terms and conditions as the Promoters deem fit at that

particular point of time in its absolute discretion. The Purchaser shall not raise any disputes with regard to the rate of interest payable for delayed period as provided hereunder.

19. The Purchaser hereby represents and warrants to the Promoters that the Purchaser declares that he is an Indian residents and also citizens of India or Non Resident Indians as the case may be. The Purchaser understand and clearly and unequivocally confirm that in case remittances relating to the payments required to be made hereunder are made by non-residents / foreign nationals of Indian origin, it shall be the Purchaser' sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 ('FEMA') or any statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India ('RBI') or any other applicable law and provide the Promoters with such permissions, approvals, information etc., which would enable the Promoters to fulfill the Promoters' obligations under the Agreement for Sale or under any other law as may be required from time to time. Any implications arising out of any default by the Purchaser shall be the Purchaser's sole responsibility. The Promoters accepts no responsibility with regard to the same and the Purchaser shall keep the Promoters fully indemnified against any claims or losses caused to the Promoters for any reason whatsoever in respect thereof. Whenever there is a change in the Purchaser's residential status, subsequent to the signing of these presents, it shall be the Purchaser's sole responsibility to intimate the Promoters of the same in writing, immediately and comply with all the necessary formalities, if any, under the applicable laws. It is agreed, declared and confirmed by the Purchaser that the Purchaser shall not hold the Promoters responsible towards any third party making payments / remittance on the Purchaser's behalf and such third party shall not have any right in the Said Flat whatsoever.
20. The Parking space that would be so allotted to the Purchaser by Committee shall be co-extensive and co-terminus with the allotment of the said premises. The Purchaser shall not be entitled to make independent claims separate to the said premises in respect of such allotment and the Purchaser shall not be entitled to deal with allotment/ parking space independent of and separately of the premises. The parking space allotted to the Purchaser shall be used for parking vehicles of the Purchaser only and for no other purpose including permitting parking of outside vehicle in such space allotted to the Purchaser. The Purchaser shall be obliged to pay the amounts of parking charges and/or maintenance charges determined by the Promoters and/or Society as the case may be. All obligations and restrictions as applicable to the user of the said premises shall also apply to the user of the parking space.
21. The Purchaser agrees and undertakes to comply with all the terms and conditions of any order, schemes, permissions, specification etc., that may have sanctioned and imposed by any authority, statutory or otherwise, including paying any charges, bearing expenses, making deposits, whether refundable or not.
22. The said Building shall always be known as "1 OSR" and Co-operative Society that shall be formed shall incorporate the name "1 OSR" in its name. The Purchaser undertakes, declares and grants his irrevocable consent to vote in favour of the said name in the Resolution to be passed by the General Body Meeting of the proposed Society and vide such Resolution the Society shall adopt and accept the name as stated above for the said Society. The Purchasers and/or the Committee Members shall also not alter the name of the said Building as the Purchaser is aware that the Promoters have made known to the public at large the said name for the project from the inception of the development being carried out on the said property.
23. The Purchaser has already been informed that Promoters that only after the development and construction of the entire said property is completed in all respects will the Promoters execute Deed of Conveyance / Indenture in favor of the Society that may be formed and constituted by the Purchasers and Occupants of the Flats in the said building. Such vesting document shall be executed subject to such conditions and covenants as are incorporated in these presents and shall be retaining and reserving the rights to further development and future F.S.I./ potential with the Promoters. All the costs, charges and expenses, penalties, value added tax, service tax, goods and service tax and other central

government/state government taxes imposed, including but not limited to stamp duty and registration fees in respect of such documents/instruments for effectuating the Transfer shall be borne and paid by the Society and the Promoters shall not be liable to bear and pay any amounts towards the same.

24. The Promoters shall at its discretion be entitled to give/grant right of way/access or other easement rights to any building/structure/wing within the said Property or the said larger property or adjoining or contiguous to the said Property in favour of any other person over or through the said Property or any part thereof and the Promoters shall be entitled to sign, execute and register the deed or agreement of grant of right of way or other easement, as the case may be and all types of agreements and writings as the Promoters may deem fit and proper without there being any claim/recourse/objection from the Purchaser either individually or through the Legal Entity which may be formed as above and the Purchaser hereby grants his irrevocable consent and confirmation for the same. Any such documents executed by the Promoters shall be binding on the Purchaser and the Legal Entity that may be formed.
25. The Purchaser doth hereby agreed, confirms, declares and covenants with the Promoters as under: -
 - A. The Promoters is in the process of entering into several Agreements similar to this Agreement with several parties who may agree to take and acquire premises in the Building on Ownership basis, subject to such modifications as may be deemed necessary, considerable, desirable or proper by the Promoters, with a view that ultimately the purchasers/occupants of the various premises in the Proposed Building shall form a Co-operative Housing Society ("**the Legal Entity**"). That the Society shall only be formed and constituted by the Promoters only after the entire development and construction of the said larger property is completed in all respects. In the event if the Promoters permit the formation of the Ad-hoc Committee pending the completion of the development and construction of the said larger property, such Ad-hoc committee will not demand formation and registration of the society at any time prior to the time stipulated herein on any account and under any circumstances whatsoever. However, NO DUE CERTIFICATE of all the members is necessary before the formation of the Society and also in case of new members that may be the purchasers of the premises from the Promoters after the formation of the Society or constitution of the Ad-Hoc Committee, such new member shall be required to produce NO DUE CERTIFICATE received from the Promoter;
 - B. It is made clear that after the entire construction is completed and the said property is fully developed and after the having received the purchase price of all the premises and all other amounts payable by various purchasers thereof under the respective agreements, the Promoters shall execute Vesting Document as mentioned above in favour of the Society. Such Vesting Document shall be in keeping with the terms and provisions of this Agreement and reserving the right and entitlement of the Promoters for future increase and enhancement in F.S.I. and incentive F.S.I;
 - C. In the event if the Promoters permit the formation of the Legal Entity pending the completion of the development and construction of the said larger property, such Legal Entity will the conveyance to be executed in favour of the Legal Entity shall be subject to the rights to develop the said property including reservation of the future potential benefit of the said property in other portion of the said larger property;
 - D. That no claims and demands shall be made of any nature whatsoever in respect of the said larger Property including the Reservation, Set Back Area etc., or any benefits arising thereof. No rights or claims of any nature are created and sought or intended to be created in respect of any area other than the said Property. The portion of the larger property excluding the portion of the said property shall always be treated as separate and independent;

- E. That if at the time of execution of the vesting document or even thereafter, any construction planned and/or intended to be carried out by the Promoters on the said Building or said property has not been fully carried out and completed, then in that event, the Promoters shall, notwithstanding anything to the contrary, be entitled to carry out and complete such construction and derive all the advantages in respect thereof including by selling premises and/or any spaces in the said Building or otherwise howsoever;
- F. That at all time until the vesting document of the said property described in the First Schedule is granted, the Ad-hoc Committee or Committee of the Society as the case may be shall be subject to over all paramount rights of the Promoters and under control of and management of the Promoters alone. Unless and until the entire larger property is developed save and except administration work and ministerial work regarding managing the said building no major decision shall be taken by such Ad-hoc Committee or Committee of the Society. No resolution shall be passed by the Ad-Hoc Committee and/or Committee of the Society at any time which has the effect of restricting, obstructing or causing hindrance and impediments in the further and future development of the said property by the Promoters and/its nominees;
- G. At all times including even after execution of the vesting document in favour of the Society, the Promoter and/or its nominees shall be completely and absolutely entitled to utilize and consume the entire F.S.I. that may be available in respect of the said property or any part thereof whether at present or in future including the additional F.S.I. that may become available from time to time on account of any special concession, modification of rules and regulations, change in policy or otherwise. Under no circumstance will the Purchasers, Ad-hoc Committee or the Committee of the Society will be entitled to make any claims or demand right to use or consume such additional F.S.I. and benefits;
- H. The claims of the Purchaser shall only be restricted to the premises purchased in the said Building in terms of these presents. The Promoters alone shall be entitled to such additional F.S.I. or benefit and shall have a right and liberty to use, deal with, dispose of, sell, transfer, etc., the same in any manner the Promoters in its sole discretion deems fit and proper. This condition shall be covenant running with land and necessary provisions in this regard shall be incorporated in the vesting document;
- I. That the Purchaser shall never claim any exclusive right, entitlement and authority to use and enjoy the common benefits and amenities like R.G., internal road, approach road, water tanks, electricity sub-station, if any installed, underground water tanks etc., which shall be common for the enjoyment and benefit of all the flat purchasers/ occupants of the building and society that may be formed, as the case may be;
- J. That the Promoter shall be fully and absolutely entitled to sell and transfer on outright basis or on License basis the premises proposed to be constructed in the said building. The Promoters shall be entitled to permit and allow the change the user of the premises for any purposes permissible by as per building rules and regulation, and Municipal Laws, without any restriction or impediments from the Purchaser, Ad-hoc Committee and Society and they shall not obstruct and/or interfere with such change of user of the premises in any manner whatsoever;
- K. That the Purchaser shall indemnify and keep indemnified the Promoters against all actions, costs, proceedings, claims and demands in respect of the non-observance and non-performance of such stipulations and restrictions;
- L. That the Promoters shall have unfettered right to the full, free and complete means of access at all times and also to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use and enjoyment of the said property and if necessary to connect the drains, pipes, cables, etc. under, over or along the

land appurtenant to the said Building as also to store materials, construct site office, hutments and other facilities, putting up further construction and use all amenities and facilities for such further construction;

- M. To bear and pay any increment in the price of building material, labour and other escalations as may be decided by the Promoters whose decision shall be final and binding on the Purchaser. Such increment in the pricing shall not be disputed by the Purchaser and the same shall be paid and discharged by the Purchaser before taking the possession of the said premises;
- N. For all or any of the purposes mentioned above or under this Agreement to keep and/or store any construction material on the said property or part thereof and/or to have additional Electricity Supply and/or additional Water Supply and for the purpose of construction, to do all acts deeds matters and things as may be necessary. In such event the Purchaser shall not take any objection or otherwise, on the ground of any nuisance, noise and/or shall not claim any Easement Rights and/or any other rights in the nature of Easement or prescription of any nature whatsoever;
- O. To execute, if any further or otherwise writings, documents, consents, etc. as required by the Promoters for carrying out the terms hereof and intentions of the parties hereto;
- P. To do all other acts, deeds, things and matters and sign and execute such papers, deeds, documents, writings, forms, applications, etc. at the costs and expenses of the Purchaser, which the Promoters in his absolute discretion deem fit for putting into complete effect the provisions of this Agreement;
- Q. To co-operate with the Promoters to complete the construction peacefully and also not to challenge the plans, approvals and sanctions that have been granted by the Planning Authorities and the Municipal Corporation in respect of the new building;
- R. The aforesaid consent, agreement and covenants shall remain valid, continuous, irrevocable, subsisting and in full force even after the possession of the said premises are handed over to the Purchaser;
- S. The signage of the Promoters in the form of Promoters logo, their trade name etc., installed and subscribed by the Promoters at any conspicuous space of the said building and in the said property shall be maintained by the Purchasers, Committee and the Society of which the Purchaser shall be a member and the same shall never be removed, tampered and distorted in any manner whatsoever. At all times, the said signage shall remain and continue to be part of the said new building and the said property and in the event of any refurbishing being done of the said building or property, it shall be ensured that the said signage shall be re-installed and re-subscribed;
- T. The Promoters having retained with itself exclusive right to use any portions of the buildings to be constructed thereon for erecting and installing Cellular Telecommunication Relay Stations, Pager Relay Stations and other communications relaying stations and to erect and install antenna, boosters and other equipment's (hereinafter referred to as "**the communication equipment**") for facilitating relay of Cellular communication, radio pager services and satellite communications and providing other communications and relays by any and all means and devices, the Promoters shall be entitled to enter into appropriate agreements with the persons to whom such benefit shall be made available. In case the said Cellular Telecommunication Relay stations, pager relay station and other communication relaying stations are erected and installed on the terrace or other portions, the Promoters shall pay to the Society, an aggregate fixed fee of Rs.2500/- (Rupees Two Thousand Five Hundred only) per annum, commencing from the date of the

completion of the erection / installation of the said Cellular Telecommunication Relay Stations, Pager Relay Stations and other communication relaying stations on the terrace or other portions of building. The Society shall not be entitled to claim from the Promoters, any other amount in respect of the same or otherwise nor will they be entitled to object to the same.

26. The Promoters to the extent possible endeavor to offer the possession of the said Premises to the Purchaser on or before 31ST March, 2022 PROVIDED THAT the Promoters shall always be entitled to reasonable extension of time for delivery of the said Premises on the aforesaid date in case of any delay caused for reasons and situations not attributable to the Promoters and in particular delay caused on account of non issuance of the requisite permissions and sanctions as also amendment in the plans and specification, change in policy etc., and other reasons which hampers the construction process in any manner whatsoever including non-receipt or inordinate delay in receiving payment of the installments from the Purchaser herein and/or Purchaser of other Premises in the said Building and in particular or situations like Act of God viz.:-
- i. Non-availability of steel, Cement, building and construction materials, water or electric supply, etc.;
 - ii. War, Civil commotion, act of God, force majeure or reasons beyond control of the Promoters, including strikes by the workers, employees or laborers of the Promoters, the contractors, the suppliers or due to disturbance/hindrance in work/site by any anti-social elements;
 - iii. Any notice, order, any stay orders from any authorities, courts, and/or any amendments in the rules and regulations or the prevailing applicable law, change in rules, notifications of the Government and/or other public or competent authority;
 - iv. Any other cause that may be deemed reasonable by the Real Estate Regulatory Authority under Section 20 of the RERA.

If the Promoters fail to offer possession of the said Premises to the Purchaser on account of reasons as specified above then the Promoters shall neither be liable to refund the amount paid by the Purchaser nor liable for payment of any compensation for delay in handing over the possession of the premises as the default being due to the reasons beyond the control of the Promoters and for reasons not attributable to the Promoters.

27. At no point, the Purchaser shall be allowed to visit the construction site during the course of construction. Despite of limitation being put up on such visit of the Purchaser to construction site, if the Purchaser does visit the construction site than it shall be absolutely at the cost, risk and expenses of the Purchaser alone and it is made clear that the Promoter shall not in any manner be responsible and liable for any accidental or personal injury caused to the Purchaser visiting the site.
28. After the construction of the structure of the said building is completed by the Promoters and pending the completion of the finishing work in respect of the said premises and pending receipt of the Occupation Certificate from the concerned authorities, the Promoters at the request of the Purchaser may give the possession of the said premises at the costs, charges and expenses of the Purchaser for the limited purpose of carrying out and completing the internal work in respect of the said premises. It is specifically agreed that in such situation, since the Occupation Certificate would not have been obtained and issued by the authorities, the Promoters shall not be held responsible to provide and make available the light and lift in working conditions and water into the said premises. It is made absolutely clear that the Purchasers shall not be entitled to carry out any internal modification and structural changes of permanent nature on any account whatsoever. If on account of any unauthorized and illegal changes and modifications done by the Purchaser into the said premises, the Promoters are not in a

position to obtain the Occupation Certificate, the Promoters shall not be responsible and liable for not obtaining Occupation Certificate in respect of the said building. In such event to facilitate the obtaining of the Occupation Certificate, the Purchaser shall be responsible and liable to restore the premises in its original conditions as per the sanctioned plans at its own costs, charges and expenses and if any liability and/or penalty is levied by the concerned authorities in respect of such unauthorized changes, alterations and modifications including unauthorized occupation and possession of the said premises, the Purchaser shall be liable to pay the same without holding the Promoters responsible and liable for the same. Any additional taxes, levy, cess, increased water charges, increased assessment tax etc., which may be imposed by Municipal Authorities on account of such unauthorized occupation pending Occupation Certificate shall be borne by the Purchasers.

29. It is made clear that the possession of the premises granted in the manner aforesaid should be as licensee for the limited and temporary only and for the reasons recorded above. The Purchaser is aware that the possession of the said premises shall only be handed over by the Promoters upon issuance of the Occupation Certificate being issued by the Municipal Authorities. If there is any breach and violation of this Agreement or any unauthorized work being carried out by the Purchaser in the said premises comes to the notice of the Promoters, the said license shall stand forthwith cancelled and revoked without prejudice to other right and remedies of the Promoters including termination of these presents. It has been further clarified that if there is any damage caused to the said premises and/or the structure of the said building, the Promoters shall be absolved of the defect liability period and obligation running on account thereof and such defects shall be rectified at the cost, charges and expenses of the Purchasers without raising any dispute in respect thereof.
30. In the event of the Purchaser taking possession of the said premises before the issuance of the Occupation Certificate for the reasons and purposes aforesaid, the Purchasers alone shall become liable to pay and discharge the maintenance charges and other outgoings in respect of the said premises as may be applicable and determined by the Promoters. Further, from the date of taking possession of the said premises, the Purchaser shall also be liable to pay property/ assessment tax as levied by the Municipal Corporation.
31. The Purchaser shall take possession or keys of the said Premises within 10 (Ten) days of the Promoters giving written notice to the Purchaser intimating that the said Premises is ready for use and occupation. Upon expiration of such period of 10 (Ten) days all the payments in respect of maintenance charges and other taxes and outgoings in respect of the said Premises shall become payable, irrespective of the fact that the Purchaser has taken the possession or keys of the said Premises or not.
32. The Purchaser shall before taking the possession of the said Premises inspect the same thoroughly and point out defects, if any, in construction of the said premises and bring the same to the notice of the Promoters. As far as the amenities and facilities are concerned, the Purchaser is aware that the same shall only be available while taking permanent possession post Occupation Certificate and not prior thereto. If any defects are brought to the notice of the Promoters prior to taking possession (temporary or permanent), the Promoters shall undertake the rectification at its costs, charges and expenses. The Purchaser shall take possession of the said premises or keys only after Promoters have carried out such rectification. On taking possession or keys of the said Premises the Purchaser shall be deemed to have inspected/re-inspected the same thoroughly and found the same without any defect/s in construction and/or amenities and facilities and the Promoters thereupon shall cease to be liable for the defects that are found in the said premises. In the event the Purchaser fails to take the possession of the said premises within 30 days of the Promoters offering the possession of the said premises, the Promoters shall be entitled to treat this Agreement as duly cancelled/ terminated/ rescinded and the consequences of termination without prejudice to other rights and remedies shall follow including recovery of proportionate share of outgoings

and expenses, taxes, etc., as may be applicable and receivable from the Purchasers in respect of the said premises.

33. The Purchaser shall use the said premises for residential purposes, for which the same has been sanctioned and approved by the Municipal Corporation and shall not use the same for any other purposes whatsoever.
34. The Purchaser agrees and undertakes to timely sign and execute all necessary papers, documents, applications as may be required and to do all acts and deeds for becoming a member of the Society including signing of bye-laws of the Society. The Purchaser shall not raise any objection if any changes or modifications are made in the Model Bye-Laws as may be required by the Registrar of Co-operative Societies. The Purchaser hereby gives the authority to the Promoters to sign all or any of the documents and/or to do all acts, deeds, things and matters envisaged above or under these presents.
35. The Purchaser shall be obliged to ensure that the provisions of this Agreement and all other documents and writings entered or to be entered into by the Promoters with the Purchaser shall be fully acted upon and given full effect. The failure on the part of the Purchaser to observe and perform this clause, when called to do so by the Promoters, shall entitle the Promoters to rescind/ terminate this Agreement and the consequence of rescission /termination herein provided shall follow.
36. Upon the management of the said building is handed over to the Co-operative Society, Co-operative Society shall be responsible to look after all the affairs of the said building, the Society shall be responsible for collection of all dues from its members and for the disbursement of such collections towards payments of all outgoings including ground rent, if any, Municipal Taxes, water charges, salaries of the employees charged with the duties for the maintenance of the said property and the said new building, towards the security of the said building to the intent that the said building shall be kept free from all claims, attachments and sales or other legal encumbrances, charges and liens. On happening of such event, the Promoters shall stand absolved from all responsibilities and obligations of managing the said building, receiving and/or paying the outgoings and other incidental expenses and charges connected with the Maintenance, Administration, Security, etc. of the said building or otherwise for any reason whatsoever. The Purchaser hereby agrees/agree to indemnify the Promoters in that behalf. The Purchaser shall ensure that such obligations are undertaken and performed by the Co-operative Society.
37. The Purchaser shall bear and pay proportionate expenses, assessments by appropriate authority, Levies, Taxes, Maintenance and other charges in respect of the said property as may be determined by the Promoters, Committee of the Co-operative Society, as the case may be, and their decision as regards the quantum of proportionate expenses coming to the share of Purchaser shall be final and binding upon him.
38. The Purchaser of the said premises shall, so long as and till the various premises in the said building are not separately assessed by the Municipal Corporation for property taxes and water charges, rates and other outgoings, pay and continue to pay the proportionate share of such taxes, rates and other outgoing assessed on the said property including the said building on ad-hoc basis as may be decided by the Promoters. The Purchaser shall continue to pay such amounts as decided and intimated by the Promoters without demur and without in any manner disputing the same and shall not demand any accounts in respect thereof PROVIDED HOWEVER that, if special taxes and/or rates are demanded by the Corporation or any other authority by reason of any permitted use, change of use or otherwise the Purchaser alone shall bear and pay such special taxes and rates. As from the date of offer for delivery of the possession of the said premises, the Purchaser shall observe, perform and abide all the rules and regulations of the Corporation and/or other statutory bodies and shall indemnify and keep indemnified the Promoters against any loss or damage in respect thereof.

39. The Purchaser is fully aware that the Purchaser shall be liable to make the payment of the Good and Service Tax, Service Tax, M-VAT, etc., at the time of executing these presents and accordingly the Purchaser shall be solely and absolutely liable to make the payment of such Good and Service Tax, Service Taxes, MVAT, and other charges incidental thereof without holding the Promoters in any manner responsible for the same. Further the Purchaser shall also be liable to make the payment of all future taxes, levy, penalty etc., including, penalty, cess, interest payable on delayed payment as may be applicable and payable in connection with the said premises and present transaction. It is further agreed by and between the parties that if by reason of any amendment to the Constitution or enactment or amendment or any other law this transaction is held to be liable to any additional taxes such as Goods and Service Tax Sales Tax, Turnover Tax, Surcharge, Vat Tax, any surcharge etc., the same shall be payable by the Purchaser to the Promoters forthwith on demand and the Promoters shall not be responsible and liable for the same. The Purchaser shall at all time hereafter keep the Promoters indemnified and safe and harmless against all penalties or consequences arising on account of breach and violation of any of provisions of the law and further the Purchaser undertakes to follow and abide by all rules and regulations of law and make good for any loss and/or damage suffered and/or occasioned on account of any breach and/or violation or omission and commission by the Purchaser. Failure and default of the Purchaser to make such payments shall be treated as default of the vital terms and conditions of these presents and will entitled the Promoters to cancel/ terminate these presents and in such event the consequences of the termination shall follow.
40. From the date of the Purchaser taking possession of the said premises, whether temporary or permanent, whichever is earlier, the Purchaser will be liable and pay regularly to the Promoters (a) the proportionate share of the Purchaser of the Municipal Assessment Tax of the said property, all rates and taxes, whether any or all tenements of the said Building shall have been actually assessed or not or even if the assessment may not have been finally determined, (b) the share of the Purchaser in all other dues, duties, impositions, outgoings and burden of any nature, at any time hereafter assessed or imposed upon towards the said property and Building or upon the owners or occupiers of the premises thereof including of the entire property by any authority including the Municipality Government Revenue Authority in respect of the said Building or the users thereof and payable either by the Promoters or occupiers and (c) the proportionate share of all other outgoings in respect of the said premises or said Building and said property including other taxes, insurance, common lights, sanitation, additions and alterations, paintings, color washing, repairs, water statutory out charges, in the event of water being charged on the basis of meter by the Municipality, Salaries and charges of Bill Collector, Clerks, Chowkidars, Sweepers etc., as also maintenance of contract of lift, Fire Fighting System, Water Pumps, etc.,) all other expenses necessary and incidental to the said Building and the said Property including the management and as applicable, and towards the general maintenance of the said new building. Until the Co-operative Society takes over the management of the said building, the Purchaser shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters. In the event the Purchaser fails to make such payments due and payable, the Promoters shall hold the Purchaser for payment of such outstanding amounts by the Purchaser towards his proportionate share of outgoings as stated above and the same will be liable to be recovered with interest thereon at the rate of 21% from the date of the same becoming due and payable till payment and realization. Failure and default of the Purchaser to make such payments shall be treated as default of the vital terms and conditions of these presents and will entitle the Promoters to cancel/ terminate these presents and in such event the consequences of the termination shall follow.
41. The Purchaser shall on or before receiving the delivery of the said premises pay to the Promoters the following amounts:-

i. Rs. _____/-

Rupees _____
Only towards Legal Charges and Expenses in
respect of the said premises;

- | | | |
|-------|--------------|---|
| ii. | Rs. _____/- | Rupees _____
Only towards Formation of Society; |
| iii. | Rs. _____/-- | Rupees _____
Only towards Share Money and Application
Entrance Fee of the Society or as applicable; |
| iv. | Rs. _____/- | Rupees _____
Only towards being proportionate Development/
Betterment Charges including amount paid to BMC
toward Road Access; |
| v. | Rs. _____/- | Rupees _____
Only towards Electric Meter, Cable, water meter
and other charges and expenses; |
| vi. | Rs. _____/- | Rupees _____
Only towards common facilities within the said new
building; |
| vii. | Rs. _____/- | Rupees _____
Only towards Structural Audit Fees; |
| viii. | Rs. _____/- | Rupees _____
Only towards labour, cess; |
| ix. | Rs. _____/- | Rupees _____
Only towards advance maintenance charges
payable in respect of the said premises for a period
of 12months; |
| x. | Rs. _____/- | Rupees _____
Only towards the Society Welfare Fund; |
| xi. | Rs. _____/- | Rupees _____
Only towards Land under Construction
Reimbursement Charges. |
42. The Promoters shall utilize the amounts mentioned in sub-clause (i) to (xi) aforesaid paid by the Purchaser to the Promoters towards the expenses and for the purpose mentioned therein. The payment so made for the aforesaid purpose shall neither be refundable nor accountable. The Purchaser hereby agrees to pay to the Promoters any difference, which may arise in the above charges due to any changes in the rules accordingly.
43. The Promoters are authorized by the Purchaser on his behalf and out of the amounts so deposited to spend for all costs for preparation of all other documents, deeds, declarations, costs of lawyers and all out of pocket expenses like stamp duty, registration charges etc., of such documents which also will be borne and paid wholly by the Purchaser and other acquirers of premises. Incase if the costs, charges and expenses exceed the aforesaid amount the same would also be made good by the Purchaser.
44. The Purchaser herein un-equivocally agrees with the Promoters before taking possession of the said premises, whether temporary or permanent, to pay a sum of Rs. _____/- (Rupees _____ Only) per month in advance for 12 (Twelve) Months amounting to Rs. _____/- (Rupees _____ Only) as and by way of contribution towards the proportionate share of outgoings (hereinafter referred to as

“Maintenance Charges”), which includes but not limited to Security Charges, Water Charges payable to the Concerned Authorities, Water-Man Charges, if any, Sweeper Charges, Common Electricity Charges (i.e. Electricity charges for Staircases, Passages, Lifts, Pump Room Meter/s and Fire Fighting Meter/s, if any), Lift Maintenance, water pump maintenance, fire fighting system maintenance, whichever is applicable and the amount of Maintenance Charges so collected shall remain with the Promoters and the Purchaser shall not be entitled to make any claims and demands in respect thereof including demanding accounts in respect thereof from the Promoters. Upon the committee being formed such deposits shall be handed over by the Promoters. Only the members of the Committee that will be formed shall be eligible to raise any query in respect of the accounts within 30 days from the handover of the accounts by the Promoter to the Society. After the expiration of the period of 30 days it will be presumed that Accounts are proper and accepted by the members of the committee without any doubt/query.

45. Hereinafter, if any charges are levied by or payment required to be made to any Government Authorities or local bodies either on the said property or Building or otherwise, the Purchaser on being called upon to do so by the Promoters, pay to the Promoters his proportionate share thereof before or at the time of taking possession of the said Premises as may be required or demanded by the Promoters.
46. The Promoters are required under the Act to have the Real Estate Project insured by an insurance company. The Purchaser is aware and acknowledges that this being a new requirement, no insurance company has till date introduced a suitable insurance policy which meets with the requirements of the said Act and the rules made thereunder. The Promoters shall, in accordance with the Act and the Rules, subscribe to insurance policy/policies or product subject to their availability in the insurance sector. However, the Promoters will not be responsible in any manner if suitable insurance product/ policy for the aforementioned is unavailable and/or is available but does not fulfill all the requirements under applicable law.
47. The Purchaser with intention to bind all persons in to whosoever hands the said Premises may come doth hereby declare, confirm and covenant with the Promoters as follows: -
 - i. To maintain and carry out all internal repairs of the said Premises at the Purchaser's own cost and keep the said Premises in good tenantable repair and same condition, state and order in which it was delivered by the Promoters to the Purchaser from the date the possession of the said Premises is taken and shall not do or suffer to be done anything in or to the said Premises and the said Building in which the said Premises is situated, its staircases, elevators or any passages, lobbies, etc. which may be against the rules/regulations or bye-laws of concerned local or any other authority or the said Society nor change/alter or make addition in or to the Building in which the said Premises is situated and the said Premises itself or any part thereof. In the event the Purchaser's committing any act in contravention of the above provision the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and/or the said Society;
 - ii. Not to commit any breach or violation of any of the stipulations specified by the Municipal Corporation while issuing I.O.D., C.C. and the Occupation Certificate of the said building. Further, the Purchaser shall strictly adhere to the Guidelines that have been issued Municipal Corporation for the Citizen regarding the Management of the Solid Waste according to which the Purchaser shall be responsible to identify and segregate the wet garbage and dry garbage that may be generated in the said premises and accordingly dispose of the same so effective management of solid waste. Further, the Purchaser shall ensure that the Society that may be formed shall be responsible to also strictly adhere to the said Guidelines according to which the entire waste that is so generated and collected from each of the premises of building shall be treated/ disposed of on

the said property or in such manner as notified by the Municipal Corporation in that regard;

- iii. Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to cause damage to the construction or structure of the said Building in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authorities and shall not carry or cause to be carried heavy packages to upper floor/s which may damage or likely to cause damage to the staircases, lifts, common passages, lobbies or any other structure of the said Building in which the said Premises is situated including entrances of the said Building in which the said Premises is situated and incase any damage is caused on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be solely liable for the consequences of the breach;
- iv. Not to demolish or cause to be demolished the said Premises or any part thereof nor at any time make or cause to be made any additions or alterations of whatever nature in or to the said Premises or any part thereof nor any alteration in the elevation and outside color scheme of the said Building in which the said Premises is situated and to keep the land, sewers, drains, pipes in the said Building or the Premises and appurtenances thereof in good tenable condition and in particular so as to support shelter and protect the other parts of the said Building in which the said Premises is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs, or RCC parts or other structural members in the said Building or said Premises without prior written permission of the Promoters and/or the Society;
- v. That the Purchaser shall not be entitled to encroach upon the Open Passages in front of the Premises and/or use such passages for storing of any materials/belongings or such other substances or in any manner obstruct the use thereof. Further, the Purchaser shall not encroach upon or cover the areas provided by the Promoters in the form of niche, Flower Bed, Duct, Void Areas approved and sanctioned as per the plans sanctioned by the Corporation and under no circumstances shall carry out any additions, modifications or alterations either or temporary or permanent nature at any given point of time;
- vi. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said lands and the said Building in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance and the said Premises alone shall be liable for the breach thereof incase of non-compliance of this clause. However it is clarified that this does not cast any obligation upon the Promoters to insure the said Building or the said Premises agreed to be sold to the Purchaser;
- vii. To paint the said building every five years from the date of possession;
- viii. To perform a Structural Audit as per the latest bye-laws of the Society and as per the norms prescribed by the Authority and according to the period specified from the date of possession thereof;
- ix. To pay to the Promoters regularly whether demanded by the Promoters or not his share of security deposit or any deposit as demanded or as required to be given to the concerned local authority or Government for giving water, electricity, sewer clearance, cooking gas or any other service connection to the said Premises or the said Building in which the said Premises is situated;

- x. Not to install water tank within the said Premises and even as far the Air Conditioning Installation and fittings shall be installed at the place and location specified by the Promoter;
- xi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Property and the said Building in which the said Premises is situated;
- xii. Not to put up any Flower Pots on the Window Grill and put up any other belonging and articles onto the Windows and Grills provided by the Promoter in the proposed flats and also put up chajja/covering over the Floor Surface of the proposed premises and carry out any furniture and fixture work in the such spaces between the outside wall and such Grill Area;
- xiii. Not to keep anything in the common passages, lobbies, staircases, lifts, terraces, walls or any other common places and not to hang any sign boards, hoardings, name boards etc., in the passages or on the inner or outer wall/s of the said Building. The Promoters or Society shall throw away such things without any notice if anything is found in breach of this provision;
- xiv. 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 authority, including on account of change of user of the said Premises by the Purchaser viz., user for any purpose other than for the permissible purpose;
- xv. The Purchaser shall not let, sub-let, transfer assign or part with the said Premises Purchaser's interest or benefit factor of this Agreement or part with possession of the said Premises until all the dues payable by the Purchaser to the Promoters or Society under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any terms and conditions of this Agreement or the said Society Bye Laws and only after obtaining prior written permission of the Promoters or such Society as the case may be;
- xvi. The Purchaser shall observe and perform all the rules and regulations, which the said Society may adopt at its inception and the additions, alterations or amendments in the said rules and regulations thereof that may be made from time to time for protection and maintenance of the said Building and the Premises therein and for the observance and performance of the rules, regulations and bye-laws for the time being, of the concerned local authority and of the Government and other public bodies. The Purchaser shall also observe and perform all stipulations and conditions laid down by the said Society regarding the occupation and the use of the said Premises in the said Building and in regard to use of infrastructure facilities and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement or Bye Laws of the said Society;
- xvii. To use passenger lift in the said Building in which the said Premises office is situated as per the rules framed by the lift manufacturer or the person who has installed the lift/s. All persons using lift/s shall do so at their own risk. The Purchaser or his agents or employees shall not do any damage of any nature whatsoever to the lifts, staircases, common passages or any other parts of the said Building;
- xviii. The Purchaser will immediately on the receipt of possession of the said Premises at his own costs and expenses get the said Premises properly insured for Natural

Calamities such as earthquake, storm, flood, etc. and also against theft burglary and fire;

- xix. To Maintain Fire Fighting Equipments which are already installed.
48. The Purchaser hereby confirms, declares and covenants with the Promoters that the Purchaser has agreed to purchase the said Flat after being fully satisfied with regards the plans and development that is undertaken on the said property and the amenities that are agreed to be provided by the Promoters and in specific agrees, undertakes and covenants that in due compliance of the rules, regulation and norms of the Municipal Corporation not to raise any grievances or make any complaints against the Municipal Corporation or its officers and servants at any point of time in future in matters where:-
- i. Any development is undertaken on the neighborhood property/ adjoining or contagious property appurtenant to the said property with deficient open space;
 - ii. Any failure that may occur in the Mechanical Parking System/ Car Lift devices and systems installed and provided by the Promoters on the said property;
 - iii. Any inadequacy in area/ sub-standard size of the room being provided by the Promoters who has been carrying out the development of the said building on the said property;
 - iv. There being any inadequate maneuvering space of car parkings by the Promoters in the said building;
 - v. Any leakages caused or occasioned on account of the any toilets/ bathrooms being located and situated above the said premises
49. Within a period of 5 (five) years from the date of handing over of the possession of the said Flat to the Purchaser ("**Defect Liability Period**"), if the Purchaser brings to the notice of the Promoter any structural defect in the said premises or in the Proposed Building, then wherever possible such defects shall be rectified by the Promoters, at its own cost and expense and in case where it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA and RERA Rules PROVIDED HOWEVER the Purchaser shall not carry out any alterations of the whatsoever nature in the said premises and in specific any alteration to the structure of the Proposed Building, which shall include but not limited to alteration to columns, and beams of the Proposed Building. The Purchasers shall not make any alterations to any of the fittings, pipes, water supply connections or any erection or make any alteration in the bathroom, toilet or kitchen of the said premises, which may result in seepage of the water. If any of such work is carried out, without the written consent of the Promoters, then the defect liability of the Promoters shall automatically become inoperative. The word "defect" herein shall mean only the manufacturing and workmanship defect caused on account of willful neglect on the part of the Promoters, and shall not mean defect caused by normal wear and tear and/or due to negligent use of the said premises / Proposed Building by the Purchasers or other occupants of the Proposed Building.
50. The Purchaser shall be responsible to maintain the said premises in a proper manner and take all due care needed including but not limited to taking of due care of the joints in the tiles installed in the said premises by regularly filling white cement/epoxy therein, so as to prevent water seepage. Where the manufacturer's warranty as shown by the Promoter to the Purchaser expires before the Defect Liability Period and such warranty is covered under the maintenance of the said premises / Proposed Building and if the annual maintenance contracts are not renewed by the Purchasers/ Legal Entity, then the Promoters shall not be responsible for any such defects occurring during the Defect Liability Period. The Purchaser has been made aware and that the Purchaser expressly agrees that the regular wear and tear of the said premises / Proposed Building includes

minor hairline cracks on the external and internal walls excluding the RCC structure, which happens due to variation in temperature of more than 20 degree Celsius and which does not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is also further agreed between the Parties hereto that before any liability of defect is claimed by or on behalf of the Purchaser, it shall be necessary to appoint an expert who shall be a nominated surveyor and who shall survey and assess the defects and submit a report to state the defects in materials used the said premises / Proposed Building, keeping in mind the aforesaid agreed conditions.

51. The Purchaser agrees to sign and deliver to the Promoters before and after taking possession of the said Premises all writings, papers, documents, applications, etc. as may be necessary or required by the Promoters to put the intention of the parties as reflected herein into complete effect.
52. It is hereby expressly agreed that the responsibility of the Promoters shall be restricted to the extent of providing pipeline, overhead water tank, underground water tank and the water connections to the Building as per the norms set by the Municipal Corporation. Thereafter, if there is any shortage in water supply for any reason whatsoever, the Promoters shall not be responsible for the same.
53. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment of right of any nature in law, in respect of the said Building or of the said property or any part thereof in favour of the Purchaser and/or other Purchasers of the Premises in the said Building. The Purchaser shall have no claim save and except in respect of the said Premises/ shop/ commercial premise hereby agreed to be sold to him. The said Property including all open spaces, parking spaces, lobbies, staircases, lifts, recreation spaces, walls, compound wall/s, terraces including the right over walls, hoarding rights, will remain the property of the Promoters who shall be entitled to sell, transfer, deal with or dispose of the same in any manner it deems fit.
54. Irrespective of disputes, if any, which may arise, between the Promoters and the Purchaser and/or the said Co-operative Society all amounts, contributions and deposits, including amounts payable by the Purchaser to the Promoters under this Agreement shall always be paid punctually by the Purchaser to the Promoters and shall not be withheld by the Purchaser for any reasons whatsoever, if so, then interest will be charged from the due date till the date of payment. This shall be without prejudice to the rights of termination available to the Promoters under this Agreement or otherwise.
55. In the event any Premises, parking spaces and any other premises or spaces remain unsold at anytime, the Promoters shall not be liable to pay any maintenance charges and municipal taxes to the Society. All or any outgoings of any nature whatsoever including assessments, maintenance, repairs, water, electricity, security etc., shall be borne and paid by the Purchasers and/or the Society. Such unsold premises and/or any other premises/spaces will continue to belong to the Promoters and Promoters alone shall be entitled to deal with and/or sell the same and the Purchasers and/or the Society shall have no right, title, interest, claim or demand of any nature whatsoever into or upon the same and as and when the Promoters sell the same, the Purchasers of such premises shall be admitted as member of the Society by the Society without charging any premium or any other extra payment.
56. The deposit that may be demanded by or paid to any authority including Corporation for the purpose of sanctioning the plans and/or issuing the Commencement Certificate and/or the Occupation Certificate and/or giving water connection to the said Building and the electric meter deposit to be paid to the relevant Supply Company, shall be payable by all the Premises in the said Building in proportion to the respective area of their Premises. The Purchaser agrees to pay to the Promoters such proportionate share of the Purchaser towards such deposits at the time of taking possession or within 7 days of demand, whichever is earlier.

57. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Promoters.
58. The Purchaser shall present this Agreement when executed at the proper Registration Office, within the time limit prescribed by the Registration Act without fail and the Promoters or the Constituted Attorney appointed by the Promoters will attend such office and admit execution thereof, PROVIDED THAT the Promoters are informed well in advance about the same and provided with a copy of receipt of registration of such documents issued by appropriate authority within reasonable time. In case of default, the Purchaser alone shall remain liable to penalty and/or punishment for his negligence. All the stamp duty and registration charges and all expensed incidental thereto shall be paid and borne by the Purchaser.
59. All notices, demands, intimations, etc. to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served, if sent by Registered A.D. or Courier Services or U.P.C., to the Purchaser at his address specified below:

Mr./ Mrs./ M/s. _____

- That in case there are Joint Purchasers all communications shall be sent by the Promoters to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers.
60. After possession or key of the said Premises is handed over to the Purchaser, if any additions or alterations in or about or relating to the said Building and/or said Premises are required to be carried out by any Statutory Authority, the same shall be carried out by the Purchaser of the Premises in the said Building at his own costs, expenses, risks and responsibilities without creating any nuisance in the Building or damaging the structure or elevation of the Building with the written consent of the Promoters or the Society whichever is then applicable and Promoters will not in any manner be liable or responsible for the same.
61. The Promoters shall be at liberty to sell, assign or otherwise deal with or dispose off their right, title or interest in the said property or in the said Building to be constructed by the Promoters and/or the FSI benefits in respect of the said property, but the same shall be without effecting the rights of the Purchaser in respect of the said Premises agreed to be purchased by the Purchaser in terms of these presents.
62. Under no circumstances the possession of the said Premises/shops/office shall be given to the Purchaser unless and until all payments required to be made under this Agreement by the Purchaser or any other expenses related to the said Premises which are required to be paid by the Purchaser have been paid by him.
63. The Purchaser shall not be entitled to claim partition of his share in the said Premises in any manner whatsoever and the same shall always remain undivided and impartible.
64. All documents executed in pursuance hereto shall be prepared by the Advocates of the Promoters and shall contain covenants and conditions including those contained in this Agreement with such modifications, alterations and additions therein as the Promoters may deem fit and proper and including such other clauses which it thinks necessary and desirable.

65. The Purchaser shall sign all papers and documents and do all other things that the Promoters may require him to do from time to time in this behalf including for safeguarding the interests of the Promoters and holders of other Premises in the said Building on the said Property.
66. All costs, charges and expenses in connection with the execution of these presents and for preparing, engrossing, including Stamp Duty and Registration Charges and other related charges of and incidental to this Agreement and all other agreements, covenants, deeds or any other documents, required to be executed by the Promoters and/or the Purchaser, out of pocket expenses and all costs, charges and expenses arising out of or under these presents, as well as the entire professional costs of the Advocates or Solicitors for the Promoters including preparing and approving all such documents shall be borne and paid by the acquires of the tenements proportionately or by the Society. The Promoters shall not contribute anything towards such expenses. The Purchaser immediately on demand in this regard shall pay the proportionate share of the costs, charges and expenses.
67. Both Parties have executed this Agreement after consulting their respective legal advisors and on their interpretation of the provisions of RERA and the Rules made thereunder. The provisions of this Agreement are not intended to override matters which require determination by the Authority or any other authority under any law including RERA. Any provision of this Agreement touching upon matters required to be determined by any such authority will only act as a representation to such authority of the intention of the Parties in relation to such matter which may be considered by the authority while making such determination. If inspite of the aforesaid care and caution exercised by the Parties, any provision of this agreement is held as being invalid illegal or unenforceable then and in that event the invalidity, illegality or unenforceability of any one or more provision of this Agreement, shall not affect the validity or enforceability of the other provisions, if separately enforceable. If for any reason whatsoever any provision of this Agreement is or becomes, or is declared by a court of competent jurisdiction to be, invalid, illegal or unenforceable, then the Parties will negotiate in good faith to agree on one or more provisions to be substituted therefore, which provisions shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability.
68. The Purchaser will lodge this Agreement for Registration with Sub-Registrar of Assurance at Mumbai and the Promoters authorized representatives will attend the Sub-Registrar and admit execution hereof after the Purchaser informs it of the number under which it is lodged for Registration by the Purchasers.
69. Any delay or indulgence by the Promoters in enforcing the terms of this Agreement or any forbearance or giving time to the Purchaser shall not be considered as a waiver on the part of the Promoters' of any breach or non compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the remedies of the Promoters.
70. This Agreement is the sole repository of the terms and conditions governing the sale of the said Flat to the Purchaser and overrides any other terms and conditions hereto before agreed upon between the Promoters and the Purchaser which may in any manner be inconsistent with what is stated herein.
71. This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai City, and the Courts of Competent Jurisdiction in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

IN WITNESS WHEREOF the Promoters and the Purchaser have hereunto set and subscribed their hands and seal the day and year first hereinabove written.

THE FIRST SCHEDULE REFERRED TO ABOVE

(Description of the Said Property)

All that piece or parcel of land admeasuring 816.06 sq mtrs. or thereabouts situated at upper Mahim with the Final Plot No. 81 TPS II structure standing thereon and known as 197-A Bhageshwar Bhavan (Anand Bhavan No. 2) and bearing Collector's Old Nos. 261, 267, 280 and 196 and Collectors New Nos. B3949, 3593, 2827 and 3969, Old Survey Nos. 1/1517 and 2/1518, Cadastral Survey No. 656 (part) and 657 (part) of Mahim Division and assessed by the assessor and Collector of Municipal rates and taxes 'G' Ward No. 4823 (4), Street No. 197A of Dilip Gupte Marg and bounded as follows:-

On or towards North :- Plot bearing Final Plot No. 83
On or towards South :- Plot bearing Final Plot No. 80
On or towards East :- Dilip Gupte Marg and Plot bearing Final Plot No. 82
On or towards West :- Plot bearing Final Plot No. 83

THE SECOND SCHEDULE REFERRED TO ABOVE

(Description of the Said Flat/Premises)

Flat No._____ admeasuring _____ square meters (RERA Carpet Area) together equivalent to _____ square meters of built-up area on _____ floor of the building known as "_____" being constructed on Plot No. 81 of Town Planning Scheme NO. II bearing Old Survey No. 2071 and New Survey No. 1/1517 and 2/1518 and C.S. No. 656 (Part) and 657 (Part) of Mahim Division alongwith _____ No. Of Car Parking Space

THE THIRD SCHEDULE ABOVE REFERRED TO:

PART A

COMMON AREA AND FACILITIES:-

1. Entrance Lobby;
2. Refuge areas on the 8th & 15th Floors;

- 3. One Staircase in the Building;
- 4. Two Lifts in the Building;
- 5. Fire escapes provided in the Building;
- 6. Common entrances and exits to the said Building
- 7. Portion of the open terraces on the top floor of the said Building for the purposes of repairs and maintenance only.
- 8. Car Parking Tower
- 9. Society office
- 10. Gymnasium
- 11. Common Infrastructure to the extent located in the Building

PART B
LIMITED (Restricted) COMMON AREA AND FACILITIES:-

- 1. Landing on the Floor on which the particular flat is located or as a mean of access to the Flat but not for the purpose of storing as a recreation area or for residence or for sleeping. Thus the landing is limited for the use of residents of the Flats located on that particular floor or for visitors thereto, but is subject to the means of access for reaching the floors, available to all residents and visitors of the Building.
- 2. The means of access to the Over Head Water Tank and the lift machine room shall be limited and restricted only for this purpose
- 3. Lift lobbies on each floor of the Building

SIGNED AND DELIVERED by the]
within named PROMOTERS]
M/S. SHAGUN BUILDERS]
in the presence of....]

SIGNED AND DELIVERED by the]
within named PURCHASERS]
[1] _____]
[2] _____]
in the presence of]

WITNESSES :-

1.

2.

DATED THIS ____ DAY OF _____, 201

BETWEEN

M/S. SHAGUN BUILDERS ..PROMOTERS

AND

.. PURCHASERS

AGREEMENT FOR SALE

LETTER OF INTENT

Date: _____

To,

Dear Mr. _____,

Sub: Earmarking of proposed Apartment No. ____ planned to admeasure about ____ square meters Carpet Area (as per RERA) on the ____ floor [**“said Apartment”**] along with the right to use ____ vehicle parking space/s as an amenity attached to the said Apartment (**“said Parking Space/s”**)in the building known as _____ [**“said building”**] being project of Redevelopment of 197A Bhageshwar Bhawan (Anand Bhawan No. 2) [**“said project”**] bearing Collector’s Old No. 261, 267, 280 and 196 and Collector’s New No. 3949, 3593, 2827 and 3969 undertaken by us on the plot of land bearing Final Plot No. 81 of T.P.S. No. II corresponding to Old Survey Nos. 1/1517 and 2/1518 and New C.S. No. 656 and 657 (part) of Mahim Division situated at _____ [**“said land”**]

1. You have approached and requested us to earmark, in your favour, the said Apartment, with the right to use the Parking Space/s as an amenity attached to the said Apartment in view of you being fully satisfied as regards the title of the said land and our entitlement to develop the same after taking inspection of the plans, approvals and sanctions approved for the project and verifying the details relating to the project from RERA Official Website www.maharera.mahaonline.gov.in.
2. You are aware and acknowledge that the existing plans in respect of the said building / said apartment are subject to further additions, alterations, amendments and modifications as may be approved and sanctioned by the planning Authorities and that we shall at all times be entitled to get the plans amended, altered and modified and carry out the construction of the said building in accordance therewith till the entire development of the property is completed.
3. We have considered your request and have agreed to earmark in your favour the said Apartment at or for a total consideration of Rs. _____/- (Rupees _____ Only) (**“Purchase Price”**) alongwith the right to use the Parking Space/s as an amenity thereto. The Purchase Price is payable as per the Schedule of Payment set forth hereto and marked as **Annexure ‘A’**.You are liable to pay to us all instalments of the Purchase Price within 15 (fifteen) days from the respective dates of demands made on you by us together with all taxes (time being of the essence).
4. The Purchase Price is excluding Stamp Duty, Registration Charges and all taxes, duties, cess including Goods and Service, penalties/ levies by the authorities and also any betterment charges/ new levies/ surcharges that may be imposed/levied (now or at any time hereafter) by the Government and/or any other authority (**“Statutory Charges”**) and the same shall be charged extra, as applicable, and shall be payable by you (over and above the Purchase Price on or before execution of the Proposed Agreement for Sale. Such Statutory Charges are subject to change as per the Government Norms and if any increase is levied than the same shall be paid and borne by you.
5. For provisional earmarking of the said Apartment, you have deposited (interest free) with us, a sum of Rs. _____/- (Rupees _____ only) (the **“Booking Amount”**) being a booking amount.At present, we have already completed of ____% of the construction work and in view thereof, a sum of Rs. _____/- [Rupees _____ only] is alredy due and payable by you towards the Purchase Price of the Flat, which amount you shall be liable to pay prior to the execution and registration of the Agreement for Sale in your favour.
6. All the instalments and other amounts that are required to be paid by you for the said premises shall be paid by you through RTGS/ Cheque/ Demand Draft drawn in favour of the _____[**“Name of Company/Project Name”**] bearing Account No. _____ opened by

us for the purpose of the said project, unless otherwise instructed in writing to you. Only the payment made by you in the aforesaid Account be treated as valid discharge of your obligation.

7. In the event you commit breach of the terms of this Letter of Intent or fail to make payment of the instalment mentioned in Annexure "A" or fail to come forward to execute the Agreement for Sale as and when called upon by us, we shall be entitled to terminate, cancel and revoke this Letter of Intent without bearing any liability and responsibility towards any loss or any nature caused or suffered by you. Also, in event of cancellation of this Letter of Intent, we shall not bear any responsibility and liability towards repayment and/or refund of any Statutory Dues paid by you. PROVIDED HOWEVER THAT without prejudice to our other rights and remedies we shall in our sole discretion instead of terminating and cancelling the Allotment made hereunder accept the installment after its stipulated date by charging interest thereon at rate of 12% per annum ("**the Agreed Interest Rate**"), as mentioned in Rule 18 of the Real Estate (Regulation and Development) (Registration of the Real Estate Projects, Registration of Real Estate Project, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 ("**RERA Rules**").
8. On termination of this LOI, we shall refund to you the Booking Amount after deducting (i) pre-estimated liquidated damages (which you and we consider to be reasonable, and not as a penalty) equivalent to 20% (twenty percent) of the Booking Amount. Notwithstanding anything to the contrary herein, the aforesaid refund by us shall be made only after expiry of 30 (Thirty) days from the date on which such refund becomes due to you. The refund shall be made by issuance of cheque in your name or by directly crediting your bank account. Upon termination being affected, we shall be absolutely entitled to deal with the said Apartment without any reference and recourse to you.
9. The detailed terms and conditions for the sale and allotment of the said Apartment are recorded in the Agreement for Sale ("Agreement for Sale") which draft has been prepared by us and shown to you. The Agreement for Sale will be executed and registered as and when called upon by us but subject to you having complied with the terms and conditions of this Letter of Intent without committing any default and you making payment of all the amounts that have become due and payable at the time of execution of the Agreement for Sale. The Booking Amount will be adjusted by us, towards the Purchase Price, on your executing and registering the Agreement for Sale. The Agreement For Sale records and contains inter-alia (i) the details of the Common Areas & Amenities and the Limited Common Areas & Amenities, (ii) the details of the amenities proposed to be provided in the said Apartment, and (iii) the other charges and deposits payable by you.
10. All stamp duty, registration charges and other incidental charges payable in respect of the execution and registration of the Agreement for Sale shall be borne and paid solely by you.
11. If you fail to execute and register Agreement for Sale within period of 30 (thirty) days as and when called upon by us then you shall be in breach of this LOI and we shall be entitled to terminate this LOI and earmarking of the said Apartment without any notice to you. Also all statutory dues in the form of GST etc., as applicable upon registration of the Agreement for Sale shall be borne and paid by you.
12. Only after the Agreement for Sale is executed and registered you shall be entitled to avail Housing Loan for augmenting the funds for making payment of the Purchase Price for the said premises. However, prior to seeing the registration of the Proposed Agreement, you shall furnish to us necessary financial proofs in the form of Loan Sanction Letter and/or financial capacity to ensure that you are fully capable of making payment of the purchase price in respect of the said premises. In the event, you fail to produce any satisfactory documents showing your capacity to make payment of the purchase price of the said premises, we shall have the sole discretion to cancel this Writing and the Provisional Allotment done in your favour.
13. You have been aware of the fact that the said project has been registered as a "Real Estate Project" under the provisions of the Real Estate (Regulation and Development) Act, 2016 under Registration No. _____ and the applicable rules, amendments, enactments, modification including orders, regulations, circulars and notifications issued by the Government Authority from time to time (RERA).
14. This Letter of Intent is mere acknowledgement of an earmarking of the said Apartment and the Parking Space/s (as an amenity thereto) on the terms hereof, and is not, and shall never be deemed to be, and does not purport to be, an Agreement For Sale of the said Apartment, or Parking Space/s by us, to you. This writing does not create, vest, or transfer, to you any right or interest whatsoever in the said Apartment and/or the Parking Space/s and/or Project. This LOI shall cease to operate and be

of no effect either upon its termination, or upon the execution and registration of the Agreement for Sale.

15. This LOI and earmarking of the said Apartment are non-transferable and non-assignable by you under any circumstances thereof.
16. All notices and other communications to be given under this LOI shall be in writing and delivered (i) by hand against receipt, or, (ii) by Registered Post A.D, or (iii) Email, addressed to you at the above address given by you. Change in your address/email, if any, to be communicated by you in writing to us. If the change of your address is not communicated to us, the service of all notices and communication made by us to your address mentioned above, shall be construed as a good service on you even if the same is received by us with remark "Premises closed", and you shall not raise any issue/dispute thereupon.
17. By countersigning this LOI you bind yourself to all the terms and provisions hereof, and also agree, acknowledge, accept and confirm that you have accepted all facts, disclosures, terms and conditions set out herein, and undertake not to raise any objection in respect thereof under any circumstances whatsoever. Failure of adherence to the terms of this LOI shall be a breach committed by you hereunder.

Thanking you

Yours faithfully,
For _____

Director/Authorized Signatory

We Confirm _____
(_____)

ANNEXURE
Schedule of Payment