

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (hereinafter referred to as the “**Agreement**”) made and entered into at Mumbai on this _____.

BETWEEN

M/S. SIDDHARTH ENTERPRISES, a Partnership Firm registered under the Indian Partnership Act, 1932 having registration number **BA-95535**, through its authorized signatory **Mr. Nimesh Desai**, having its office at 1st floor, Shreeji Atlantis, CTS no. 216, Gautam Buddha Marg, Opp. Orlem Church, Near Axis Bank, Malad West Mumbai 400064(hereinafter referred to as (“**Developer**”) (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its current and future partners and the legal heirs and representatives, and assigns of the last surviving partner) of the **FIRST PART**;

AND

_____ an adult Indian Inhabitant, residing at _____ Having PAN: _____ hereinafter referred to as the “**Purchaser**” (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include his/her/their heirs, executors, administrators and assigns and in case of a partnership firm, the partners or partner for the time being in force 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, administrators and permitted assigns of such last surviving member of the HUF and in case of a coparcenaries, the coparcenaries 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 the heirs, executors, administrators of the last survivor/s of them and in case of a company/body corporate its successors and permitted assigns) of the **OTHER PART**;

In this Agreement, the Developer and the Purchaser are hereinafter collectively referred to as the “**Parties**”, and individually as a “**Party**”.

WHEREAS:

- (A) The Municipal Corporation of Greater Mumbai (“**MCGM**”) was entitled to the right, title and interest in relation to the land bearing C.T.S. Nos. 1 (part) and 2 (part) totally admeasuring approximately 9,603.22 sq. mtrs. situated in Village Valnai, Taluka Borivali in the Registration District and Sub-District of Mumbai Suburban and more particularly described in the **First Schedule** hereunder written and shown in light blue colour wash on the Plan annexed hereto as **Annexure - “A”** (hereinafter referred to as “**said Land**”);
- (B) Subsequently, the said Land was occupied by slum dwellers and declared to be a census used slum under the provisions of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971;
- (C) The slum dwellers occupying the said Land formed themselves into a cooperative housing society by the name of (i) Valnai Parivartan Co- operative Housing Society (Proposed) (hereinafter referred to as “**said Society 1**”) and (ii) Valnai Netaji Co-operative Housing Society (Proposed) (hereinafter referred to as “**said Society 2**”), being a housing society registered under Maharashtra Co-operative Societies Act, 1960. The said Society 1 and said Society 2 shall hereinafter collectively referred to as the “**said Societies**”;
- (D) The members of the said Society 1 decided and resolved for redevelopment of the said Land under Slum Rehabilitation Scheme (hereinafter referred to as “**S.R. Scheme**”) and appointed the Developer herein i.e. M/S Siddharth Enterprises as the developer for redevelopment of the said Land in its Special General Body Meeting held on 5th February 2006;

- (E) Thereafter, the members of the said Society 2 decided and resolved for redevelopment of the said Land under S.R Scheme and appointed the Developer herein i.e. M/S Siddharth Enterprises as the developer for redevelopment of the said Society 2 in its Special General Body Meeting held on 26th May 2006;
- (F) Vide Development Agreement dated 20th May 2006 executed by and between said Society 1 through the members of its committee as party of One Part and the Developer herein i.e. M/S Siddharth Enterprises as party of Second Part, the party of One Part appointed the Party of Second Part for redevelopment of the said Society 1 under the S.R. Scheme. The said Society 1 through the committee members of the said Society 1, executed a Power of Attorney dated 20th May 2006 for appointing the partners of Developers i.e. M/S Siddharth Enterprises as their lawful attorneys for redevelopment of the said Land under the S.R. Scheme;
- (G) Vide Development Agreement dated 25th July 2006 executed by and between said Society 2 through the members of its committee as party of One Part and the Developer herein i.e. M/S Siddharth Enterprises as party of Second Part, the party of One Part appointed the Party of Second Part for redevelopment of the said Land under the S.R. Scheme. Mr. Raja Singh and 10 others, being authorized members of the said Society 2 executed a Power of Attorney dated 25th July 2006 for appointing the partners of Developers herein i.e. M/S Siddharth Enterprises as their lawful attorneys for redevelopment of the said Land under the S.R. Scheme;
- (H) Accordingly, the Developer proposed to undertake the development of the said Land *inter alia* by undertaking a S.R Scheme under such provisions as applicable under the Development Control Regulations (“**Scheme**”), thereon and/or such other incentive scheme as may be sanctioned under the provisions of the Development Control Regulations as may be amended from time to time (“**DCR**”);
- (I) Vide Letter dated 29th October 2009 issued by Asst. Commissioner, P/North Ward, Liberty Garden, Malad (W) to Deputy Collector (SRA), the Annexure –II came to be issued for eligible slum dwellers;
- (J) Accordingly, Deputy Engineer, Slum Rehabilitation Authority (“**SRA**”) issued Letter of Intent dated 31st October 2012 bearing no. SRA/ENG/1475/PN/ML/LOI (“**said LOI 1**”) and Letter of Intent dated 31st October 2012 bearing no. SRA/ENG/1550/PN/ML/LOI (“**said LOI 2**”) in relation to an area admeasuring 7153.28 sq. mtrs and 2054.02 sq. mtrs respectively forming a portion of the said Land. The said LOI 1 and said LOI 2 are hereinafter collectively referred to as “**said LOI**”;
- (K) By an Intimation of Approval dated 22nd August 2013 bearing No. SRA/ENG/2984/PN/ML/AP (“**said IOA**”), the building plans for both the Rehab Component and the Free Sale Component (defined herein under) were sanctioned. Thereafter, vide revised Intimation of Approval dated 16th April 2021 bearing no PM/MCGM/0009/20060623/AP/S2. The copies of the sanctioned building plans are hereto annexed and marked as **Annexure -“B”**.
- (L) By and under Commencement Certificate dated 29th July 2021 bearing no. PN/MCGM/0009/20060623/AP/S2 issued by the Executive Engineer, SRA (“**said Commencement Certificate**”), the Developer was permitted to commence construction subject to the terms and conditions as stated therein. Thereafter, vide revised Letter of Intent dated 6th July 2019 bearing no. SRA/ENG/1475/PN/ML/LOI issued by SRA (“**Revised LOI**”), the permission to amalgamate said LOI 1 and said LOI 2 was granted and accordingly the amalgamated layout area as per Revised LOI is 9603.22 sq. mtrs;
- (M) Pursuant thereto, the requisite individual consents/declarations were also executed by majority of the eligible slum dwellers, wherein each of such slum dwellers have

confirmed the appointment of the Developer herein to undertake redevelopment on the said Land;

- (N) In terms of the said Revised LOI, the Developer *inter alia* has (i) the right to develop and construct the rehab tenements having a built-up area of approximately 16,699.02 square meters to rehabilitate 315 (three hundred and fifteen) slum dwellers, including area for common passages, 5 (five) balwadis, 5 (five) welfare centres, 4 (four) society office for the Society and 123 (one hundred and twenty three) tenements for project affected people (PAP) (hereinafter referred to as the **“Rehab Component”**) and (ii) the right and entitlement to develop and construct a free sale component having a built-up area of approximately 16,699.02 square meters or such further built-up area as maybe sanctioned from time to time or as permissible to be utilized in-situ on the said Land and/or adjoining land parcels (in case of amalgamation / clubbing of the said Land with adjoining parcels of land) (hereinafter referred to as the **“Free Sale Component”**). The Rehab Component and Free Sale Component are hereinafter collectively referred to as the said Project. Accordingly, the FSI that has been used/will be used for the development of the said Project, is subject to the sanction of an area admeasuring 9603.22 sq. mtrs as one layout. On account of the additional FSI being granted under the Revised LOI, the developer proposes to utilize additional FSI of 1989.73 sq. mtrs., for which the Developer is in the process of making necessary changes pertaining to the sanctioned FSI in the said project registration details uploaded with the RERA Authority. Thus, the Developer will also seek an extension for completion of the said Project.
- (O) In light of the above, the Developer is vested *inter alia* with the development rights in respect of the said Land and is in permissive possession of the said Land and is entitled to exclusively sell the flats in the building to be constructed by utilization of the said Free Sale Component together with the car parking spaces;
- (i) The requisite approvals and sanctions, for the development of the said Land, from SRA are obtained and (ii) approvals and sanctions from other relevant statutory authorities are applied for and/or in process of being obtained and/or obtained by the Developer, which may be amended from time to time, in accordance with the law and/or the planning requirements, as per the needs of the development on the said Land;
- (P) The said Land, is being developed by the Developer in a phased manner (hereinafter referred to as **“Phase”**) *inter-alia* by constructing Free Sale Building/s (comprised in the Free Sale Component) on the said Land by utilization of the full potential thereof as sanctioned and/or may be sanctioned and/or to be amended from time to time by the SRA and/or the concerned authorities in accordance with the DCR and applicable laws and such other laws, rules and regulations as may be in force at present and/or at any time hereafter;
- (Q) The Purchaser demanded from the Developer and the Developer has given inspection to the Purchaser of (i) all the documents of title relating to the said Land and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (**“RERA Act”**) and the rules made there under namely 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 RERA Act and the RERA Rules will be collectively referred to as **“RERA”**), Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as **“MOFA”**) and the Rules made there under and a copy of the title certificate dated 10th July 2021 issued by Bhati & Associates, certifying the title of the said Land which is annexed and marked as **Annexure - "C"** (collectively) hereto (ii) all designs and specifications, prepared by the Architect, and (iii) all the approvals and sanctions of all the relevant authorities for the development of the said Land including the layout plan, building plan, floor plan and the commencement certificate. The Index - II and Property Register Extracts of the said Land are annexed hereto as **Annexure - "D"** (collectively);
- (R) In view of the above, the Developer has agreed to execute this Agreement and to allot and sell to the Purchaser and the Purchaser has agreed to purchase from the Developer on

ownership basis, an apartment being Flat No. _____ admeasuring **430** square feet RERA carpet area on the _____ floor (hereinafter referred to as "**the said Flat**") and the said Flat is delineated with Red colour on the floor plan annexed hereto and marked as **Annexure - "E"** in the building/s known as "Shreeji Plaza" ("**the said Building**") with such amenities as mentioned in **Annexure - "F"** hereto for a total consideration of _____.(hereinafter referred to as "**the Consideration**"). The said Flat is more particularly described in the **SECOND SCHEDULE** hereunder written;

- (S) It is clarified that for the purpose of this Agreement "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Purchaser or veranda area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the said Flat. The definition of Carpet Area shall be as defined under the RERA Act;
- (T) The Purchaser has prior to the execution of this Agreement satisfied about (i) the rights of the Developer to develop and construct Free Sale Building/s (ii) the entitlement of the Developer to undertake the said Project, (iii) the approvals and sanctions in process and / or obtained from authorities in respect of the development of the said Land including inter alia revision of the layout plan, building plan, floor plan and the commencement certificate (iv) the phased development of the said Land and (v) the nature of the rights retained by the Developer under this Agreement. This Agreement is entered into by the Purchaser after seeking necessary legal advice;
- (U) The Developer has further specifically informed the Purchaser that in future the Developer may amalgamate/club the said Land with any other adjoining property or properties and for that purpose at any time hereafter shall submit the proposal for amalgamation / clubbing of the said Land and/or any other adjoining property or properties and, for that purpose the Developer shall also, from time to time, amend and revise the layout plans, building plans and all other plans and specifications, as the Developer may deem fit and proper and/or required by the SRA, the concerned Real Estate Regulatory Authority ("**RERA Authority**") and other planning authorities and obtain revised letter of intents, intimation of approvals, commencement certificate and all other required permissions and sanctions from time to time;
- (V) The Developer has further specifically informed the Purchaser that the Developer is entitled to apply for and obtain, from time to time and in phase wise manner, revised LOIs, permissions and sanctions in respect of the amended, altered and revised plans and/or new plans for development/ redevelopment either on the said Land alone and / or with any other adjoining property or properties, from the SRA, as permissible in law and for that purpose the Developer is also entitled to and shall construct as many buildings as it may deem fit and proper, after obtaining all required permissions and sanctions from SRA and all other planning authorities, in accordance with law, inter alia, containing tenements for rehabilitation of slum dwellers and occupants occupying the said Land and/or any other adjoining property or properties, PTCs as well as free sale tenements;
- (W) The Developer has specifically informed the Purchaser that the Developer shall also be entitled to load, consume and utilize the additional F.S.I., if any, granted/ permitted by the SRA for construction on the said Land with or without amalgamating / clubbing any other adjoining property or properties, whether by way of fungible or compensatory F.S.I. or other FSI in any other name or nomenclature, including additional FSI, if any, that may hereafter be available under the final revised development plan and/or the amended DCR for Greater Mumbai. Therefore, the Developer is entitled to further amend the said plans, inter alia, for the purpose of construction of additional floors and/or additional wings, in the said Project, if any, sanctioned by SRA, inter alia, by loading, consuming and utilizing the additional F.S.I., if any, as permitted by the SRA and will take permissions from SRA (and other concerned authorities) for amendments to the already approved plans and for issuance of revised intimations of disapproval/approval and commencement certificate/s or revalidations of the said

Commencement Certificate in accordance with amended plans as may be approved at any time hereafter;

- (X) The Purchaser hereby agrees that he/she/they has/have received all disclosures with regards to the aforesaid purposes contemplated and mentioned in the recitals above and the Purchaser hereby confers his/her consent to the Developer for the same. The consent of the Purchaser shall operate as and shall be deemed to be the consent of the Purchaser in accordance with Sections 14(2)(ii) of RERA Act and Section 7 of MOFA. The Purchaser hereby grants his/her/their express consent to the revised scheme of the development on account of revised approvals and sanctions, for the development of the said Land. The URL to the said Project on the website of RERA Authority is <https://maharera.mahaonline.gov.in> which is subject to change at the discretion of RERA Authority. Further, all details in relation to the said Project including permissions, approvals, sanctions etc. will be available on the aforementioned link which is available for public viewing at all times. The Purchaser may visit the link at any time and access the aforementioned details in relation to the said Project. However, any costs attributable to the inspection, if applicable, shall be borne by the Purchaser;
- (Y) The Purchaser hereby confirms that all details and disclosures as mentioned herein have been provided by the Developer to his/her/its satisfaction. The Purchaser further agrees that prior to initiation of any of these acts, the Developer shall be required to send an email to him/her/it at his/her/its designated email address as stated in Clause 41. In the event the Purchaser has any objection to such information, he/she/it shall respond back to such email within 7 (seven) days from the receipt of such email setting out in details the reason for his/her/its objection. In the event, no objection is raised, then in such situation the consent granted herein shall continue to be valid and subsisting. The Purchaser agrees that since time is of the essence in this Agreement, the aforementioned mechanism is beneficial to the Parties herein;
- (Z) The Developer have registered the said Project under the provisions of the RERA with the RERA Authority at MAHA RERA having registration no. P51800007051. The authenticated copy of the Registration Certificate of the said Project granted by the RERA Authority is attached and annexed hereto as **Annexure “G”**;
- (AA) The Developer has entered into a standard agreement with an Architect, M/s. V.S Vaidya and Associates (“**said Architect**”) registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects and Structural Engineer for the preparation of the structural design and drawings of the buildings and the Developer accepts the professional supervision of the said Architect and the Structural Engineer Jay Shreeji Krishna till the completion of the said Building unless the said Architects and/or Structural Engineers withdraw their services in the said Project and/or give their no-objection and consent for appointment of another architects/structural engineers in their place;
- (BB) Under section 13 of RERA Act, the Developer is required to execute a written agreement for allotment and sale of the said Flat to the Purchaser, being these presents and also to admit the execution of these presents, on being informed by the Purchaser in time having lodged this Agreement for Registration under the provisions of the Indian Registration Act, 1908; and
- (CC) In consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties intend to be bound legally, agree as follows:

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

1. The Recitals above form an integral part of this Agreement and are not repeated in the operative part only for the sake of brevity and the same should be deemed to be incorporated in the operative part also as if the same were set out hereinafter and reproduced verbatim.

2. The Developer has agreed to sell to the Purchaser and the Purchaser has agreed to purchase the said Flat from the Developer along with one car parking space and such amenities as mentioned in **Annexure - "F"** hereto for a total consideration of _____, i.e., the said Consideration. The Purchaser shall make all the payments by way of demand drafts/ pay orders/ cheques/ RTGS/ ECS/ NEFT and issue/deposit the same in the name/bank account as provided under Clause 3 of this Agreement. In the event, the Purchaser deducts tax at source (“**TDS**”) from the said Consideration, the Purchaser shall pay the tax deducted to the government and deliver the relevant TDS certificate, relating to each payment as per the provisions of the Income Tax Act, 1961.
3. The said Consideration and/or any other amounts payable in terms of this Agreement by the Purchaser shall be to the account of the Developer, details of bank account are as provided herein below:
Bank Account Name: Siddharth Enterprises Plaza A wing
Bank Name: HDFC BANK LTD
Bank Account Number: 50200026898307
Branch Name: DADAR TT
IFSC Code: HDFC0000084
MICR Code: 400240020
4. The Developer herein is well and sufficiently entitled to sell and/or deal with, in its own name and at its own risk and costs, self-contained residential flats/shops being the said Flat in the said Building on what is known as ownership basis or otherwise on such terms and conditions as it may deem fit.
5. The said Consideration towards the said Flat shall be paid in phases, time being of essence, in accordance with the progress of construction of the said Building. The Developer shall issue a notice to the Purchaser intimating the Purchaser about the stage-wise completion of the said Building as detailed below (the payment at each stage is individually referred to as “**the Instalment**” and collectively referred to as “**the Instalments**”). All instalments payable in accordance with this Agreement with respect to the completed stage of construction on the date of signing of this Agreement shall be paid by the Purchaser. The payment shall be made by the Purchaser within 15 (fifteen) days of the Developer making a demand for the payment of the Instalment, time being of essence. The Parties agree that non-issuance of any demand notice by the Developer shall not affect the liability of the Purchaser to make payment of the said Consideration in the manner as set out herein:

Payment Schedule	
Work Completion	Percentage
Earnest Money	10.00%
On obtaining C C	10.00%
On Completion of Plinth	20.00%
On or Completion of 1 st Podium Level	1.00%
On or Completion of 2 nd Podium Level	1.00%
On or Completion of 3 rd Podium Level	1.00%
On or Completion of 4 th Podium Level	1.00%
On or Completion of 1 st Residential Slab	1.00%
On or Completion of 2 nd Residential Slab	1.00%
On or Completion of 3 rd Residential Slab	1.00%
On or Completion of 4 th Residential Slab	1.00%
On or Completion of 5 th Residential Slab	1.00%

On or Completion of 6 th Residential Slab	1.00%
On or Completion of 7 th Residential Slab	1.00%
On or Completion of 8 th Residential Slab	0.50%
On or Completion of 9 th Residential Slab	0.50%
On or Completion of 10 th Residential Slab	0.50%
On or Completion of 11 th Residential Slab	0.50%
On or Completion of 12 th Residential Slab	0.50%
On or Completion of 13 th Residential Slab	0.50%
On or Completion of 14 th Residential Slab	0.50%
On or Completion of 15 th Residential Slab	0.50%
On or Completion of 16 th Residential Slab	0.50%
On or Completion of 17 th Residential Slab	0.50%
On or Completion of 18 th Residential Slab	0.50%
On or Completion of 19 th Residential Slab	0.50%
On or Completion of 20 th Residential Slab	0.50%
On or Completion of 21 st Residential Slab	0.50%
On or Completion of 22 nd Residential Slab	0.50%
On or Completion of 23 rd Residential Slab	0.50%
On or Completion of 24 th Residential Slab	0.50%
On or Completion of 25 th Residential Slab	0.50%
On or Completion of 26 th Residential Slab	0.50%
On or Completion of 27 th Residential Slab	0.50%
On or Completion of 28 th Residential Slab	0.50%
On or Completion of 29 th Residential Slab	0.50%
On or Completion of 30 th Residential Slab	0.50%
On or Completion of 31 st Residential Slab	0.50%
On or Completion of 32 nd Residential Slab	0.50%
On or Completion of 33 rd Residential Slab	0.50%
On or Completion of 34 th Residential Slab	0.50%
On or Completion of 35 th Residential Slab	0.50%
On or Completion of Brick Work & internal plaster of the said apartment.	5.00%
On or Completion of Flooring, Doors & Windows.	5.00%
On or Completion of Sanitary Fittings, Staircase, Lift Wells, Lobbies.	5.00%
On or Completion of External Plumbing, Elevation, Terraces with waterproofing.	5.00%
On or Completion of lifts, water pumps, electrical fittings, electro, mechanical & Environment requirement entrance lobby, plinth protection, paving of areas appertain & all other requirements.	10.00%
At the time of handing over the possession	5.00%
TOTAL	100.00%

The aggregate sum is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Developer undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or

levies imposed by the competent authorities etc., the Developer shall enclose the said notification/order/rule/ regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

6. It is hereby agreed that the time for payment of each of the Instalments of the said Consideration as set out in Clause 5 above shall be the essence of this Agreement. Save as provided herein, in the event the Purchaser commits default in payment on the due date of any amount due and payable by the Purchaser to the Developer under this Agreement (including proportionate share of taxes levied by the concerned local authority and other outgoings), for more than 45 (forty five) days from the due date, and/or commits breach of any of the terms and conditions of this Agreement, the Developer shall be entitled at its sole discretion, to terminate this Agreement. **PROVIDED ALWAYS** that the Developer shall give to the Purchaser 15 (fifteen) days' prior written notice to rectify the default by making payment and / or breach of any of the terms of this Agreement. In the event the Purchaser fails to rectify and/or remedy the breach within the cure period as provided above, the Developer shall be entitled to terminate this Agreement.

PROVIDED FURTHER that strictly without prejudice to the aforesaid, the Developer in its sole and absolute discretion may, instead of terminating this Agreement as aforesaid, permit the Purchaser to pay the Instalments after their respective due dates but after charging interest thereon @ State Bank of India highest Marginal Cost of Lending Rate plus 2% (two percent) compounded at yearly rests on such outstanding amounts from the date on which such amounts were due till the date of actual payment thereof.

In the event of any delayed payment being received by the Developer from the Purchaser, the Developer shall, notwithstanding any instructions to the contrary by the Purchaser accompanying such payment, be entitled to appropriate the amount received first towards the interest receivable from the Purchaser in respect of the delayed Instalment and thereafter towards the principal amount of the delayed Instalment.

7. Upon termination of this Agreement as stated above, without prejudice to the other rights and remedies of the Developer in law and under this Agreement, the rights (if any) of the Purchaser under this Agreement and/or in respect of the said Flat shall stand extinguished and the Developer shall be entitled to (a) deal with, resell and/or dispose of the said Flat in the manner as the Developer may deem fit without any reference or recourse to the Purchaser; and (b) the Developer shall be entitled to forfeit either (i) 5% (five percent) of the said Consideration plus brokerage fees and all other outgoings and expenses incurred by the Developer or (ii) the actual loss incurred by the Developer on the resale and/or disposal of the said Flat to a third party purchaser; whichever is more. Thereafter, the Developer shall refund to the Purchaser the balance amount (if any) which till the date of termination of this Agreement has been paid by the Purchaser to the Developer. It is agreed that the Developer shall refund the aforesaid amounts only upon the Developer having received the consideration from the resale of the said Flat and also simultaneously with the execution of the necessary deeds, document and writings by the Purchaser, if required by the Developer, in respect of such cancellation. The Purchaser acknowledges and agrees that the amounts to be deducted by the Developer are reasonable and represent genuine pre-estimates of the loss incurred/ suffered by the Developer on account of failure on part of the Purchaser to abide by the provisions of this Agreement.
8. The carpet area of the said Flat is approximate, and the actual carpet area may vary from the carpet area mentioned herein by up to 3% (three percent) due to design and construction exigencies. In the event of there being difference of more than 3% (three percent) between the actual carpet area of the said Flat and the carpet area as mentioned herein at the time of the offering the possession of the said Flat, then the said Consideration shall be either proportionately reduced or increased accordingly (without interest thereon). The Purchaser agrees to pay the differential amounts, if the area is increased beyond 3% (three percent). However, it is expressly clarified that no adjustment will be made to the said Consideration if the difference between the actual

carpet area of the said Flat and the carpet area as mentioned herein is less than or equal to 3%.

9. It is specifically agreed between the Parties that:

- 9.1 the entire increased, additional, future and extra F.S.I, (either purchased from the third parties and/or the authorities by payment of premium or price and/or the change of law and policy and/or the purchase of TDR and/or floating FSI which may be acquired by the Developer , before the formation of a society comprising of the purchasers of apartments and flats comprised in the Free Sale Building/s (hereinafter referred to as "**the said Society**") and even post formation of the said Society and even after the execution of the lease deed / conveyance deed in favour of the said Society and till the completion of the entire development of the said Land and/or the adjoining land and/or the amalgamated/clubbed lands, shall vest with the Developer and the Developer shall be entitled to utilise the same in such manner as it may deem fit.
- 9.2 the Purchaser has been made aware that over and above the irrevocable consent and no-objection given by the Purchaser hereinabove for the purposes contemplated in Recitals and Clause 9.4 below, the Developer shall be entitled to make any variations, alterations, amendments or deletions to or in the scheme of development of the said Land and layout plans and/or building plans and/or floor plans relating thereto, relocate/realign service and utility connections and lines, open spaces, parking spaces, recreation areas and all or any other areas, amenities and facilities as the Developer may deem fit in its discretion and/or to the sanctioned plans (from time to time) before the formation of the said Society and even post formation of the said Society and even after the execution of the lease deed/ conveyance deed in favour of the said Society and till the development is on-going on the said Land and/or the amalgamated/clubbed land or otherwise. The Purchaser expressly agrees that prior to initiation of any of these acts, the Developer shall be required to send an e-mail to him/her/it at his/her/its designated email address as stated in Clause 41 (c). In the event the Purchaser has any objection to such information, he/she/it shall respond back to such e-mail within 7 (seven) days setting out in details the reason for his/her/its objection. In the event, no objection is raised, then in such situation the consent granted herein shall continue to be valid and subsisting. The Purchaser agrees that since time is of the essence of this Agreement, the aforesaid mechanism is beneficial to the Parties herein.
- 9.3 The Developer may make such minor additions or alterations as may be required by the Purchaser, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer after proper declaration and intimation to the Purchaser. No prior written consent of the Purchaser will be required for carrying out such minor additions or alterations.
- 9.4 The Developer hereby state that their project architect, V.S. Vaidya & Co. has made an application dated 11th April, 2017 to the Executive Engineer - III of the SRA, Bandra (E), Mumbai - 51 in order to secure approval from them for the proposed amalgamation of the adjoining land bearing CTS No. 1 (pt.) and 2 (pt.) admeasuring 7152 sq.mtr pursuant to Revised LOI (hereinafter referred to as "Shreeji Plaza") together with the said Land. The proposed amalgamation will increase the FSI of the present project i.e. Shreeji Aspire along with corresponding fungible FSI, if any may become available (on payment of applicable premium by the Developer), subject to compliance of certain terms and conditions, as may be applicable (hereinafter referred to as "proposed FSI"). The Developer hereby further clarify that they have procured certain approvals till date, from and out of the presently sanctioned FSI, for commencement of construction of the said Project and that they shall procure the balance approvals in due course. The Developer has informed the Purchaser [(i) that the proposed FSI mentioned above is estimated to increase in due course of time which is over and above the present FSI (ii) The Developer proposes to further amalgamate/club the said Land along with the adjacent plot of land bearing CTS Nos. 216A/1A, 216A/1/1, 216A/1/4 to 10, 216A/1/B/1, 216A/1/B/2, 264, 265 and 266

- admeasuring 11977 sq. mtrs. and apply for revised layout. In such a scenario additional FSI may be granted, which is over and above the presently proposed FSI (hereinafter referred to as "Proposed Estimated FSI"). In the event, the Proposed Estimated FSI by whatever name called is granted in respect of the said Land and the Developer decides to utilize the same; they further construct additional floors or additional tower / wing on the proposed layout. (hereinafter referred to as "New Construction") The New Construction will be done solely at the discretion of the Developer and subject to statutory approvals. The Purchaser hereby gives his consent to the Developer for carrying out such New Construction as and when the Developer may deem fit and agrees to purchase the said Premises with knowledge of the New Construction and changes that may be required to be done in the layout or the sanctioned plans.
- 9.5 The Purchaser further agrees that the Proposed Estimated FSI by whatever name called is granted in respect of the said Land prior to the transfer of title in favour of the Society. Accordingly, such Proposed FSI shall solely and absolutely belong to the Developer and shall be dealt with by them in accordance with the provisions of applicable law. The Purchaser has expressly agreed to purchase the said Flat being fully aware about the New Construction and sale of flats/flats constructed by utilizing such. Proposed Estimated FSI and on an express understanding that such Proposed Estimated FSI shall belong to the Developer, to be dealt with in accordance with the provisions this Agreement.
- 9.6 The Purchaser's irrevocable consent as stated in sub-clause 9.1, 9.2, 9.3 & 9.4 respectively are consents contemplated by Section 7 (1) (i) &(ii) of MOFA and the other provisions of MOFA and in accordance with the provisions of the Maharashtra Regional Town Planning Act, 1966 and the Development Control Regulations and Section 14(2)(ii) of the RERA Act. The rights retained by the Developer under this Agreement in terms of exploitation of the present and future development rights with respect to the said Land shall continue even after the execution of the lease deed in favour of the said Society and the same shall be reserved therein in terms of covenant and undertaking of the said Society.
10. The Developer shall construct and complete the said Building in accordance with approvals, plans, designs and specifications sanctioned by the SRA/ MCGM and/or any other relevant authority with such variations, additions, alterations and/or modifications as the Developer may consider necessary (from time to time) and as permitted under applicable law or expedient or as may be required by any public or local bodies or authorities or government or due to planning constraints or otherwise to be made.
11. The Developer hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and shall before handing over possession of the said Flat to the Purchaser, obtain from the concerned local authority necessary approvals in respect of the said Flat.
12. The said Flat shall contain amenities as per the particulars given in **Annexure -"F"** hereto;
13. The Purchaser confirms and acknowledges that the Purchaser has been apprised and made aware and the Purchaser has agreed that:
- 13.1 The development and construction of the said Building on the said Land is under the provisions of the Development Control Regulations of Greater Mumbai, 1991 and is part of the mixed used project contemplated on the Land which may include residential, commercial and retail premises.
- 13.2 The development of the Land and the construction of the Free Sale Building/s thereon shall happen in a phase manner which shall take substantial time for completion. In course of such development or otherwise the Developer shall be entitled to amend the existing layout plans, building plans and / or floor plans (including increase / decrease of floor levels) as may be desired by the Developer

from time to time and the Purchaser has agreed and accorded his consent or concurrence in respect thereof.

- 13.3 The development of the Land is dynamic, and the scope thereof could be substantially increased from time to time by the amalgamation / clubbing, mixture and composition of land plates, FSI and various development schemes under the applicable laws. The Developer shall be entitled to amalgamate / club the schemes in respect of the adjoining lands with the development scheme of the said Land and/or the said Land without requiring any consent from the Purchaser and/or the said Society.
- 13.4 The Developer is entitled to utilize all FSI (including fungible FSI, free FSI, premium FSI) that may be available from the said Land or elsewhere and/or on account of Transfer of Development Rights (TDR) and/or by change of law and/or change of policy and/or any other rights and benefits including on account of undertaking incentive FSI schemes under the applicable laws, public car parking schemes or any floating rights which is or may be available in respect of the said Land or elsewhere and/or any potential that is or may be available on account of the existing provisions or any amendments thereto under applicable law in and in any case, the Developer shall be entitled to utilise and/or use the entire potential of the said Land/ the amalgamated / clubbed lands presently available and /or any increase therein from time to time.
- 13.5 The Developer shall not be liable for formation of any organization (as contemplated under the MOFA Act) and/or shall not be required to cause execution of lease deed in respect of the said Land or any part thereof in favour of the said Society until utilization of entire FSI /TDR and all other rights and benefits available now or in future in respect of the said Land and/or amalgamated / clubbed plots and/or the incentive FSI scheme and/or or other properties and until all residences, flats, premises, garages and other tenements and flats in the Free Sale Building/s constructed on the said Land are sold and until all amounts including the consideration amount in respect of sale of such residences, flats, premises, garages and other tenements and flats in the said Building on the said Land is received. However, as per applicable law, the Developer shall form separate organization for each of the building/s/wing/s as may be comprised in the Free Sale Building/s and transfer and convey such building/s/wing/s to the said respective organizations and may form Apex Body (which includes, Co-operative Housing Societies, Condominium, Association of Persons, Company, etc.) of such organization in whose favour the necessary transfer documents may be executed in respect of the said Land with rights granted to such Apex Body to manage and administer the common area and infrastructures of the said Land and in such case, all the individual organization in respect of the building/s/wing/s comprised in the Free Sale Building/s shall become the members of such apex body organization.
- 13.6 The Purchaser has perused the commencement certificate and sanctioned building plan annexed herewith and is aware that the Developer shall get the IOA and CC revalidated from time to time by the concerned authorities.
14. The rights of the Developer with respect to the said Land, are as stated herein below: -
 - 14.1 It is expressly agreed that the right of the Purchaser under this Agreement is only restricted to the said Flat agreed to be sold by the Developer in favour of the Purchaser subject to payment of all the amounts stipulated herein. All other premises shall be the sole property of the Developer and the Developer shall be entitled to sell, transfer and/or deal with and dispose of the same without any reference or recourse or consent or concurrence from the Purchaser in any manner whatsoever.
 - 14.2 Till the formation of the said Society, as the case maybe and till the said Land is leased to the said Society, the Purchaser shall not let, sub-let, transfer, assign or

part with the purchaser(s)' interest or benefit under this Agreement or part with the possession of the said Flat, without prior written consent of the Developer.

- 14.3 The Developer shall always have a right to get the benefit of additional FSI for construction from sanctioning authorities and also to make the additions, alterations, raise storeys or put up additional structures as may be permitted by sanctioning authorities and other competent authorities and such additional structures and storeys will be the property of the Developer. The Developer will be entitled to use the terrace/s including the parapet wall for any purpose including display of advertisements and sign boards and for such purpose may utilize any common facility or amenity such as water, electricity etc. available in the said Flat to which the Purchaser shall not have right to object. The Developer shall be entitled to install their logo in one or more places in or upon the said Building and the Developer reserves to itself full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo.
- 14.4 The common areas and amenities to be provided as stated herein are provisional. The Developer is entitled to alter/modify the layout of the said Land, including alter/relocate or re-shaping the common areas and amenities shown in the presently approved layout. The Purchaser expressly agrees that prior to initiation of any major structural alterations the Developer shall be required to send an email to him/her/it at his/her/its designated email address as stated in Clause 41 (c). In the event the Purchaser has any objection to such information, he/she/it shall respond back to such email within 7 (seven) days from the receipt of such email setting out in detail the reason for his/her/its objection. In the event, no objection is raised, then in such situation the consent granted herein shall continue to be valid and subsisting. The Purchaser agrees that since time is of the essence in this Agreement, the aforesaid mechanism is beneficial to the Parties herein.
- 14.5 It is expressly agreed and the Purchaser is aware that as a result of changes in the layout plans and/or building plans of the said Project including by reason of utilisation of the entire increased, additional, future and extra F.S.I, (either purchased from the third parties and/ or the authorities by payment of premium or price and/or the change of law and policy and/or the purchase of TDR and/or floating FSI which may be acquired by the Developer and/or amalgamation / clubbing of the development of the said Land with any other scheme (under any of the provisions of the applicable law), the share of the said Flat in the common areas and facilities may increase or decrease
- 14.6 Till the entire development of the said Land to its full development potential is completed, the Purchaser shall not interfere in any manner in any work of development or construction and the Developer shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided and the Purchaser shall have no right or interest in the enjoyment and control of such facilities until the entire development of the said Land is completed to its full development potential. Further the Purchaser shall not obstruct or create disturbance or cause to obstruct or create disturbance of any nature whatsoever in the Developer amalgamating the said Land with any other adjoining property or properties, and in the Developer completing their phase of developing the said Project with or without amalgamation of any other adjoining property or properties, to its maximum extent possible.
- 14.7 The Purchaser is aware that the Developer will be developing the said Land together with the adjoining land in a phase wise manner on such terms and conditions as the Developer may deem fit and shall be entitled to all the benefit of the FSI or any such entitlements for the more beneficial and optimum use and enjoyment of the same in such manner as the Developer may deem fit and the Developer shall be entitled to grant, offer, upon or in respect of any portion of the said Land, to any third party all such rights, benefits, privileges, easements etc.

including right of way, right to draw from or connect to all drains, sewers, installations and/or services in the said Land in such manner as may be desired by the Developer and the Purchaser expressly and irrevocably consents to the same.

- 14.8 The Developer shall be at liberty to sell, assign, transfer, lease, mortgage or otherwise deal with its right, title and interest in the said Land and/or the said Building, provided that the same does not in any way materially affect the right of the Purchaser in respect of the said Flat and in compliance with applicable law.
- 14.9 The Developer shall have the right to designate any space on the said Land to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the said Building. The Developer shall also be entitled to designate any space on the said Land and/or in the terrace of the said Building to such utility provider either on leave and licence or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the said Building.
- 14.10 Notwithstanding the other provisions of this Agreement, the Developer shall be entitled to nominate any person (hereinafter referred to as the **“Facility Management Agency”**) to manage the operation and maintenance of the said Building, common amenities, and facilities on the said Land after the completion of the development of the said Land. The Developer shall have the authority and discretion to negotiate with such Facility Management Agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them and the Purchaser agrees to be bound by the terms of such agreement. The cost incurred in appointing and operating the Facility Management Agency shall be borne and paid by the Purchaser and/or occupants on a pro rata basis, as part of the development and common infrastructure charges referred to herein. Such charges may vary, and the Purchaser agrees that it shall not raise any dispute regarding the appointment of any Facility Management Agency by the Developer for the said Building or towards the maintenance charges determined by such Facility Management Agency. It is agreed and understood by the Purchaser that the cost of maintenance of the said Building shall be borne and paid by the Purchaser alone.
- 14.11 In such event, the Purchaser agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Developer and/or the Facility Management Agency, including without limitation, payment of the Purchaser's share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the said Land and the said Building constructed thereon.
- 14.12 The Developer shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the said Land till such time as the said Land together with the said Building are transferred to the said Society.
- 14.13 The Developer shall be entitled to construct site offices/sales lounge in the said Land and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the said Land or any portion thereof is leased to the said Society until the said Project is fully developed.
15. The Developer hereby covenants as follows: -
- 15.1 The Developer shall hand over the quiet, vacant and peaceful possession of the said Flat to the Purchaser with respect to the said Building around about Dec-2022 (**“Due Date”**); **PROVIDED THAT** all amounts due and payable by the Purchaser hereinabove including the amounts payable as provided in clause hereinafter are paid, in full, as demanded by the Developer. **PROVIDED HOWEVER** the Developer is entitled to reasonable automatic grace period of 6 (six) months over and above the said Due Date and further **PROVIDED HOWEVER** that the Developer shall also be entitled to further reasonable

extension of time for giving delivery of the said Flat, if the completion of the said Building in which the said Flat are situated, is delayed on account of any of the event of force majeure including the following ("**Force Majeure**"):

- (a) Non-availability of steel, cement, other building material, water or electric supply; and/or
- (b) War, civil commotion or any terrorist attack/ threat; and/or
- (c) Any notice, order, rule, notification of the Government and/or other public or local or competent authority and/or any other change in law; and/or
- (d) Any strike, lock-out, bandh or other like cause; and/or
- (e) Act of god, which includes earthquake, cyclone, tsunami, flooding and any other natural disaster or unforeseen naturally accruing event; and/or
- (f) Any change in law and/or changes in the policies of the Government from time to time; and/or
- (g) Any event beyond the reasonable control of the Developer; and/or
- (h) Any restrain and/or injunction and/or prohibition order of Court and/or any other judicial or quasi-judicial authority and/or any statutory authority.

Then the Due Date for handing over possession of the said Flat as stated aforesaid shall be extended to the extent of the loss of time.

- 15.2 The Purchaser is aware that the Developer propose to develop the said Land in a phase wise manner. Accordingly, the FSI that has been used/will be used for the development of the said Project, is subject to the sanction of the area admeasuring 9603.22 sq. mtrs as one Layout. On account of the additional FSI being granted under the Revised LOI, the Developer propose to utilize additional FSI of 1989.73 sq. mtrs., for which the Developer are in the process of making necessary changes pertaining to the sanctioned FSI in the project registration details uploaded with the RERA Authority. Thus, the Developer will also seek an extension for completion of the said Project. The Purchaser agrees that in the event the extension for the completion of the said Project is granted, the Due Date as mentioned in Clause 15.1 above shall stand extended and the date of possession of the said Unit shall be stand modified to the revised date of possession and the Purchaser gives his absolute irrevocable consent for the same in terms of Section 7 of the RERA Act. Once the revised date for completion of the said Project is granted, the Developer shall send an intimation on the registered email id of the Purchaser informing him/her of the revised due date for granting the possession of the said Flat. The Purchaser hereby agrees that such revised date of possession set out in the intimation shall be the revised Due Date for all purposes. This clause is of essence to this Agreement and clearly records the understanding as has been agreed to by the parties to this Agreement. The Purchaser is aware that the provisions of this clause shall permit the Developer to seek an extension for handing over the possession of the said Unit. Such extension in no case shall be more than 2 years from the Due Date mentioned in Clause 15.1 hereinabove.

15.2 The Purchaser shall take possession of the said Flat within 15 (fifteen) days of the Developer giving written notice/intimation along with a copy of Occupation Certificate to the Purchaser that the said Flat is ready. The Purchaser shall be liable and agree and undertake to pay the maintenance charges (as per Clause 14.9 and 14.10 above) from the 16th day of the Developer giving written notice/intimation to the Purchaser of such possession, irrespective of whether the Purchaser has taken the possession of the said Flat or not.

15.3 Subject to the Clause 15.1 as mentioned above, if the Developer does not give possession of the said Flat to the Purchaser on or before time as stipulated in Clause 15.1 above, then and only in such an event, the Purchaser shall be entitled to give notice to the Developer, thereby terminating this Agreement, in which event, the Developer shall refund to the Purchaser the amount of deposit and the further amounts, if any that may have been received by the Developer from the Purchaser hereunder as Instalments in part-payments of consideration in respect of the said Flat (but not any taxes or stamp duty or registration fees as may have been paid by the Purchaser to the Developer or any concerned authorities). The Developer shall not be

liable to pay any amount to the Purchaser as liquidated damages or costs, charges, expenses in respect of the termination of the said Flat, however, the Developer shall pay to the Purchaser simple interest @State Bank of India highest Marginal Cost of Lending Rate plus 2% (two) percent on the amount to be refunded as aforesaid, payable from the extended date of possession till the amount is refunded to the Purchaser. Upon such payment to the Purchaser, neither Party shall have any claim against the other in respect of the said Flat or otherwise arising out of this Agreement and the Developer shall be at liberty to sell and dispose of the said Flat and/or create third party rights therein in favour of any other person/s at such consideration and upon such terms and conditions as the Developer may deem fit and proper, in its sole and absolute discretion, without any reference and/or recourse to the Purchaser.

The Developer shall observe, perform and comply with all the terms, conditions, stipulations and restrictions, imposed by SRA/ MCGM at the time of sanctioning the plan and thereafter, as stipulated in the commencement certificate for the construction of the said Building on the said Land;

- 15.3 The said Building shall be constructed and completed in accordance with the sanctioned plan, and commencement certificate as approved by SRA as aforementioned with such modifications thereto as may be made by the Developer as set out hereinabove. Save and except as provided herein, the Developer hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the sanctioning authorities at the time of sanctioning the plans and before the Developer has offered the possession of the said Flat to the Purchaser, the Developer will endeavour and cause to obtain necessary approvals from the appropriate authorities in respect of the said Building.
- 15.4 Notwithstanding anything contained in this Agreement, it is clarified that any liability covered under MOFA or the RERA Act which lies with the construction contractor or developer or the promoter regarding the quality of construction of the said Building shall at all-time lies with the Developer, including these presents or any other such document which may be executed by the Developer with the said Purchaser for sale or transfer of the said Flat.
- 15.5 If within a period of 5 (five) years from the date of handing over the possession of the said Flat to the Purchaser, the Purchaser brings to the notice of the Developer , in writing, defect in the said Flat or the said Building in which the said Flat is situated or in the material used thereon (wear and tear and misuse excluded), wherever possible such defects (unless caused by or attributable to the Purchaser) shall be rectified by the Developer at its own cost and in case, it is not possible to rectify such defects then, the Purchaser shall be entitled to receive from the Developer reasonable compensation for such defect in the manner as provided under RERA Act.
- 15.6 The Developer shall bear and pay all outgoings and statutory dues including municipal taxes, work contract tax, taxes for land under construction and all the taxes relating to the said Land, non-agricultural assessment and other assessments and/or dues and/or charges of any sort or in respect of and/or concerning the said Land and the said Building and the development of the said Land and the said Building, till the Developer offering the handover of possession of the flats to the respective purchasers. It is clarified that all taxes, dues, cess, outgoings with respect to the said Flat for a period commencing from the Developer offering the possession of the said Flat to the Purchaser shall be borne and payable by the Purchaser.
- 15.7 The Developer is at liberty and sole discretion and entitled to enter into any Agreement for sale for any other area / flat in the said Building.
- 15.8 The Developer shall provide common facilities for the said Building such as water pipe, drainage, electrical sub-station, electrical connection, compound walls,

which will be commonly used by all the Purchaser of the said Flat along with other purchasers of the flats in the said Building.

- 16 Save and except as disclosed herein and in the disclosures made to the Purchaser, the Developer hereby represents that: -
 - 16.1 The Developer is entitled to develop the said Land and construct the said Building.
 - 16.2 The Developer is at liberty to sell on ownership basis and/or allot, dispose, transfer the said Flat or flats and/or any other tenements and/or right in the Free Sale Building/s.
 - 16.3 V S VAIDYA & ASSOCIATES are the architects for the development of the said Land and having office at 437, Hind Rajasthan Building, Dadasaheb Phalke Road, Dadar (E), Mumbai 400014, and JAY SHREE KRISHNA, are the RCC Consultants. The Developer reserves right to appoint any other architects and/or RCC consultants in place of them, if so desired by the Developer.
 - 16.4 Upon possession of the said Flat being delivered to the Purchaser, the Purchaser shall be entitled to use and occupy the said Flat. Upon the Purchaser taking possession of the said Flat, save and except as provided in clause 15.6 herein, the Purchaser shall have no claim against the Developer in respect of any item of work in the said Flat or in the said Building or on the said Land which may be alleged to be defective or incomplete or undone.
 - 16.5 The said Building and the said Flat are not subject to any litigation or proceedings in any Court or Tribunal, nor is there any attachment on the said Land either before or after judgment.
 - 16.6 There is no prohibitory order under any statute or otherwise, restraining and/or restricting rights of the Developer to enter into this Agreement.
 - 16.7 The Developer has all the right and title to enter into this Agreement and they have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected.
 - 16.8 No notice from the Government or any other local body or authority or any legislative enactment, Government Ordinance, Order, Notification (including any notice for acquisition or requisition of the said Land) has been received by or served upon the Developer in respect of the said Land.
 - 16.9 The Developer has absolute, clear and marketable title with respect to the said Land, the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the said Project.
 - 16.10 The Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the said Project.
 - 16.11 There are no encumbrances whatsoever upon the said Land or the said Project.
 - 16.12 The Developer has not entered into any arrangement or agreement, with regard to sale of the said Flat or any part thereof.
 - 16.13 The Developer has not created any adverse right in respect of the said Flat whereby it is prevented from selling the said Flat.
 - 16.14 There exists no injunction or any other orders from any Court, Collector, Revenue Authority, any Municipal Corporation for any taxation or any other dues disentitling or restraining the Purchaser from dealing with the said Flat.

17. The Purchaser itself with the intention to bind all persons into whomsoever hands the said Flat may come, hereby covenant, represent and warrant with the Developer as follows: -
- 17.1 As recited herein above, the Purchaser has demanded from the Developer and the Developer has given inspection to the Purchaser of all the aforesaid permissions, approvals, sanctions, plans, notifications, orders, said LOI, revised LOI, said IOA, said Commencement Certificate, relevant City Survey and Revenue Records in respect of the property described in the First Schedule and has also been given inspection of all other documents which were required by the Purchaser, and/or as required under MOFA and the Rules framed there under. The Purchaser hereby confirms having inspected the site of construction and having received the photocopies of all the aforesaid documents and that the Purchaser is satisfied about the same and also about the Developer's right to construct the said Building on the said Land. The Purchaser shall not be entitled to further investigate or question the title to the said Land and no requisition or objection shall be raised at any time hereafter in any manner relating thereto. The Purchaser further agrees that he/she/they is/are aware of terms and conditions of all the aforesaid said LOI, revised LOI, said IOA and said Commencement Certificate and that the Purchaser shall be bound by the same has independently inspected and verified the title deeds and all papers and documents hereinabove recited and has/have fully satisfied himself/herself/themselves about the entitlement of the Developer to redevelop the said Land and to construct the said Building and to enter into this Agreement. The Purchaser hereby confirms that the Developer has complied with its obligations under RERA Act with regards the disclosures as is required thereunder. For the purposes of this clause, disclosures shall mean the information and documents to be uploaded by the Developer on the website of the RERA Authority as well as the information and documents, which he/she/it is liable to give or produce or cause to be given and produced to the person intending to take or invest in project under RERA Act to the public at large through print media, electronics media, property exhibitions and promotional events and shall also include the communications made to the RERA Authority, either in physical or electronic form and includes the information, documents, etc., being made available.
- 17.2 The Purchaser confirm that the Purchaser has after (i) reading and understanding all terms and conditions set out in this Agreement and the mutual rights and obligations of the Parties to this Agreement and (ii) satisfying himself in all respects with regard to the title of the said Flat agreed to enter into and execute this Agreement. The Purchaser further confirms that the Purchaser was provided with a draft of this Agreement and had sufficient time and opportunity to read and understand the terms and conditions hereof. The Purchaser further confirms that the queries raised by him/her/it with regards to the said Land and/or the said Flat and the terms hereof have been satisfactorily responded to by the Developer. The Purchaser confirms that the Purchaser has been suitably advised by his/her/its advisors and that this Agreement is being executed with complete knowledge of the prevailing laws, rules, regulations, notifications etc. applicable to the said Land and/or the said Flat and the implication of the terms and conditions contained in this Agreement.
- 17.3 To maintain the said Flat at the Purchasers' own cost in good and tenantable state of repairs and conditions from the date possession of the said Flat offered to the Purchaser and the Purchaser shall not do or suffer to be done anything in or to the said Building or staircase or any passages therein which may be against any rules and regulations of concerned Government or local or other authority and the Purchaser shall not change or alter or make additions in or to the said Building or any part thereof without the prior written permission of the Developer or the said Society.

- 17.4 Not to store or permit to be stored in the said Flat any goods or articles which are of hazardous, combustible or dangerous nature (save and except the goods or articles which are used for the commercial purpose) or are so heavy as to damage the construction or structure of the said Building in or store goods or articles which are objected to by the concerned Government, local or other authority and the Purchaser shall not keep any article in the common passages, lifts, staircases, landings, entrance lobbies, terraces or any other common areas on the said Land and the said Building thereon and the Purchaser shall not display or permit display of any sign boards, hoardings or advertisements on the exterior of the said Flat or in the common areas on the said Land and the said Building thereon and the Purchaser shall not carry or cause to be carried to upper floors any heavy packages which may damage or are likely to damage the lift, staircases, common passages or structure of the said Building in which the said Flat are situate, including entrance of the said Building.
- 17.5 To carry out at their own costs all internal repairs to the said Flat and maintain the said Flat in good condition and the Purchaser shall not do or suffer to be done anything in or to the said Building or in the said Flat which may be against the rules and regulations of the concerned local authority or public authority and in the event of the Purchaser 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.
- 17.6 Not to demolish or cause to be demolished the said Flat or any part thereof nor at any time make or cause to be made any additions or alterations of whatever nature in or to the said Flat or any part thereof nor any alteration in the elevation, external facade, and aesthetics and outside colour scheme of the said Building. The Purchaser shall not fix grills or projections on the exterior of the said Flat and the Purchaser shall not decorate or alter the exterior of the said Flat either by painting and/or otherwise.
- 17.7 To keep the sewers, drains and pipes in the said Flat and appurtenance thereto in good tenable repairs and condition and in particular, support shelter and protect the other parts of the said Building and the Purchaser shall not chisel or in any other manner damage columns, beams, walls, slabs or R. C. C. Pardis or other structural members in the said Flat without the prior written permission of the Developer and/or of the said Society.
- 17.8 Not to enclose the passages, if any, forming part of the said Flat without the previous written permission of the Developer and/or the said Society and of the Municipal and other concerned authorities.
- 17.9 Not to affix air conditioner/s at any other place other than those earmarked for fixing such flats so as not to affect the structure, facade and/or elevation of the said Building in any manner whatsoever;
- 17.10 Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Flat/Building in any manner whatsoever.
- 17.11 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said land and the said Building.
- 17.12 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land and the said Building in which the said Flat is situated or any part thereof or whereby an increased premium shall become payable in respect of the insurance.

- 17.13 All taxes, dues, cess, outgoings due and payable in proportion to the said Flat and in the manner as set out hereinabove shall be borne and payable by the Purchaser, including any increase thereof from time to time.
- 17.14 The Purchaser shall within 15 (fifteen) days of demand, deposit with the Developer his proportionate share towards the installation of water meter and electric cable meter and/or any other deposit to be paid by the Developer to the local authority or body concerned and/or any other concerned authority.
- 17.15 The Purchaser shall abide, observe and perform all the rules and regulations which the said Society may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the said Flat therein and for observance and performance of the building rules and regulations for the time being in force of the concerned local authority and of Government and other public bodies and authorities. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the said Society regarding the occupation and use of the said Flat in the said Building on the said Land and the Purchaser shall pay and contribute regularly and punctually towards the taxes, expenses and outgoings;
- 17.16 The Purchaser shall also sign and execute such forms and applications as may be required or called upon by the Developer to form the said Society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the rules made there under as stated herein and/or admit and enrol the Purchaser as the member of the said Society.
- 17.17 Till the conveyance of the structure of the said Building in which the Flat is situated is executed in favour of the said Society, the Purchaser shall permit the Developer and its architects, engineers, surveyors and agents with or without workmen and others upon the reasonable notice given by the Developer to the Purchaser, to enter upon the said Flat for the purpose to view and examine the state and condition thereof and execute any works required therein.
- 17.18 The Purchaser shall be liable and hereby expressly agrees to bear and pay all existing and future service tax, VAT, local body tax, GST and / or other taxes and charges and / or levies that may be imposed if any, whether payable in the first instance or otherwise, and all increases therein which are / may be levied or imposed by the concerned local authorities and / or Government and / or public bodies or authorities in connection with the construction of and carrying out the said Project payable by the Developer up to the date of handing over the possession of the said Flat.
- 17.19 The Purchaser is aware and acknowledges that the Developer, is entitled to sell, lease, sub-lease, give on leave and license basis or otherwise dispose of and transfer the flats and apartments, garages or other premises as herein stated comprised in the said Building and the Purchaser undertakes that it shall not be entitled to raise any objection with respect to the same.
- 17.20 The Purchaser shall not at any time do any work in the said Flat, which would jeopardize the soundness or safety of the said Building or prejudicially affect the same.
- 17.21 To use the passenger lifts in the said Building for the period and in accordance with the rules and regulations framed by the Developer or the said Society, from time to time.
- 17.22 The Purchaser shall not cause any damage to the lifts, staircases, common passages or any common facilities or any other parts of the said Building including the said Flat.
- 17.23 To pay all amounts agreed or liable to be paid by the Purchaser pursuant to this Agreement and to observe and perform the terms, conditions, provisions,

stipulations and covenants contained in this Agreement (and on the part of the Purchaser to be paid observed and performed) as far as the same are required to be paid, observed and performed by the Purchaser and shall keep the Developer indemnified against all actions, suits and proceedings and all costs, charges, expenses, fines, penalties, levies and damages incurred or suffered by or caused to or levied or imposed on the Developer by reason of non-payment, non-observance and/or non-performance thereof. The Developer agrees and undertakes to indemnify the Purchaser in case of failure of any of the provisions, formalities, documentation on part of the Developer.

- 17.24 Irrespective of a dispute, if any, arising between the Developer and the Purchaser and/or the said Society all amounts, contribution and deposits including amounts payable by the Purchaser to the Developer under this Agreement shall always be paid punctually to the Developer and shall not be withheld by the Purchaser for any reasons whatsoever.
- 17.25 The Developer shall not be liable to pay non-occupancy charges (by whatever name called) in relation to the lease, license or other use of the unsold premises in the said Building but the Purchaser will pay all such charges without any dispute.
- 17.26 The open spaces, common entrances, common passages, ducts, refuge areas, lobbies, staircases, lifts in the said Building shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purpose or anything else. The Purchaser shall not use or permit the use of common passages, ducts, refuge areas, open spaces, lobbies, and staircases in the said Building for storage or for use by servants at any time.
- 17.27 The Developer may complete any wing, part, portion or floor of said Building and obtain part occupation certificate and give possession of the said Flat to the Purchaser hereof and the Purchaser shall not be entitled to raise any objection thereto. The Developer or its agents or contractors shall carry on the remaining work with the Purchaser occupying his/her/their/it's said Flat. The Purchaser shall not object to, protest or obstruct in the execution of such work, even though the same may cause any nuisance or disturbance to him/her/them/it. The Developer shall endeavour to minimize the cause of nuisance or disturbance.
- 17.28 The Purchaser shall not display at any place in the said Flat/ Building, any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Purchaser shall not stick or affix pamphlets, posters or any paper on the walls of the said Building or common areas therein or in any other place or on the window, doors and corridors of the said Building.
- 17.29 Only upon the completion of the full development of the said Land and/ or the amalgamated / clubbed lands and utilization of entire potential in respect thereof and all flats and other premises in the said Building constructed on the said Land are sold and disposed off and the entire dues have been received by the Developer, as provided in this Agreement, the Developer shall, form the said Society under the Maharashtra Co-operative Societies Act, 1960 and the rules made there under of all the purchasers of the flats in the said Building.
- 17.30 The Purchaser and the purchasers of the other flats shall join in the formation and registration of the said Society and for this purpose also from time to time sign and execute the application for registration and/or membership and all the necessary applications, documents and other papers and writings for the purpose of formation and registration of the said Society and duly fill in, sign and return to the Developer, as the case may be, within 30 (thirty) days of the same being forwarded by the Developer to the Purchaser, so as to enable the Developer, as the case may be, to register the said Society. The byelaws of the said Society shall also reserve and retain the rights of the Developer as provided in this Agreement.

- 17.31 Only upon the completion of the full development of the said Land and the exploitation of the full development potential of the said Land by the Developer in this Agreement and on the same fact being intimated by the Developer to the said Society, the lease deed in respect of the said Land together with the said Building thereon shall be executed in favour of the said Society and reserving therein all the rights of the Developer as stated in this Agreement.
- 17.32 Within a period of 3 (three) months from the Due Date in relation to the said Flat, the said Building with or without amalgamation / clubbing along with the common areas, facilities and amenities described in **ANNEXURE “F”** hereunder, shall be transferred to the said Society or the occupants of the said Building vide a registered indenture of transfer and the Developer shall also transfer, either by way of lease or otherwise, as may be permissible under applicable laws, all their right, title and interest in the said Building and in all areas, spaces, common areas, facilities and amenities in the said Building in favour of the said Society (**“Society Transfer”**). Further, the Developer shall within 3 (three) months of registration of the said Society, cause to be transferred to the said Society all the right, title and the interest of the Lessor/Original Owner/Promoter and/or the owners in the said Project on which the said Building with or without multiple wings or buildings are constructed.
- 17.33 The said Society shall be required to join in the execution and registration of the Society Transfer. The costs, expenses, charges, levies and taxes on the said Society Transfer and the transaction contemplated thereby, including the stamp duty and registration charges, shall be borne and paid by the said Society alone. Post the Society Transfer, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, including any common areas facilities and amenities and the Developer shall not be responsible for the same.
- 17.34 The lease deed in favour of the said Society shall identify the FSI utilized to construct the said Building and the lease deed shall be restricted only to the extent of such FSI and not to the balance and/or future FSI (which shall continue to remain vested in the Developer).
18. The said Society shall function as per the rules and regulations framed by the Developer. The Purchaser shall observe and perform all the rules and regulations and byelaws of the said Society on its formation and the additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of the Free Sale Building/s and the premises therein and for the performance and observance of building rules and regulations for the time being of the concerned local authority, government or public bodies. The Purchaser shall also observe and perform all the terms and stipulations laid down by the said Society regarding occupation and use of the said Flat and shall pay outgoings in accordance with the terms of this Agreement.
19. The rights of the Purchaser shall be confined only to the said Flat. The conferment of right in respect of the said Land and the said Building/s in favour of the said Society shall take place only on the execution of the lease deed / transfer documents in its favour as aforesaid.
20. In addition to the said Consideration, the Purchaser further agrees and undertakes to pay the amounts as mentioned hereunder: -
- 20.1 The Purchaser shall on or before taking possession of the said Flat make payment to the Developer of the following amounts (**“other Charges”**) by way of cheque/ demand draft/ RTGS/ NEFT: -

Sr. No.	Description	Amounts (INR)
1.	Club House Charges	Rs. 185/- Per Sq. Ft
2.	GST	As Per Govt. rules & regulation

3.	Ad-hoc Maintenance Charges towards proportionate share of taxes, other charges and outgoings payable in advance for 4 months from the date of intimation of possession of the said Flat to the Purchaser by the Developer	Rs.13/- Per Sq. Ft
4.	Charges towards Water, Electricity, Drainage, Sewerage Connection, Gas Connection etc.	Rs. 40,000/-
5.	Legal Charges	Rs. 20,000/-
6.	Share money, application, entrance fee of the Association	Rs. 650/-
7.	Society Formation Charges	Rs. 5000/-

- 20.2 It is further clarified that the list of charges mentioned in Clause 20.1 above is only indicative and not exhaustive and the Purchaser agrees to pay to the Developer such increases and other charges/amounts as may be indicated by the concerned authorities and/or the Developer.
- 20.3 The Developer shall maintain a separate account in respect of the sums received from the flat purchasers as advance or deposit, sums received on account of the share capital for the promotion of the said Society or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
21. The Purchaser hereby agrees that in the event of any amount becoming payable by way of levy of charges to the concerned local authority or any amount becoming payable by way of betterment charges or development levies or any other payment of a similar nature in respect of the development of the said Land and/or the said Building, from the date of allotment of the said Flat, the same shall be reimbursed by the Purchaser to the Developer.
22. The Purchaser hereby also agrees that in the event of any amount by way of premium security deposit or fire cess, betterment charges or development tax or security deposit for the purpose of obtaining water/ electric/ cable connection for the said Building or any other purpose in respect of the said Building or any other tax or payment of a similar nature is paid to SRA/ MCGM or any other authority or becoming payable by the Developer, the same shall be reimbursed by the Purchaser to the Developer proportionately with respect to the said Flat and in determining such amount, the decision of the Developer shall be conclusive and binding upon the Purchaser.
23. It is hereby agreed between the Developer and the Purchaser that at the time of assignment in favour of the said Society, the Purchaser and/or the said Society shall pay to the Developer, any refundable deposits paid by the Developer , in respect of the said Building and the infrastructure for the said Building.
24. After the possession of the said Flat is handed over to the Purchaser, any unauthorized additions or alterations in the said Flat is carried out by the Purchaser, and the if the same is required to be removed at the request of the Government, Local Authority or any other statutory authority, the same shall be carried out by the Purchaser at his/her/their own costs and the Developer shall not be in any manner liable or responsible for the same.
25. The Developer and the Purchaser also agree to the following: -
- 25.1 The Purchaser shall be permitted/allowed to commence interior works in the said Flat only upon obtaining the Occupation Certificate/Part Occupation Certificate and after making all payments as per this Agreement. Prior to carrying out the interior works in the said Flat, the Purchaser shall give to the Developer , in writing, the details of the nature of interior works to be carried out.

- 25.2 The Developer shall be entitled to inspect all interior works carried out by the Purchaser. In the event the Developer finds that the nature of interior work being executed by the Purchaser is harmful to the said Flat or to the structure, facade and/or elevation of the said Building then, the Developer can require the Purchaser to stop such interior work and the Purchaser shall stop such interior work at once, without raising any dispute.
- 25.3 The Purchaser will ensure that the debris from the interior works shall be dumped in an area earmarked for the same and will be cleared by the Purchaser, on a daily basis, at no cost to the Developer and no nuisance or annoyance to the other purchasers. All costs and consequences in this regard will be to the account of the Purchaser.
- 25.4 The Purchaser will further ensure that the contractors and workers (whether engaged by the Purchaser) during execution of the interior work do not dump any material (waste or otherwise) of whatsoever nature either in the toilet, wastewater line or soil line or in any other place other than those earmarked for the same, which may block the free flow of waste water, thus resulting in perennial choking and leakage in the said Flat or the said Building
- 25.5 The Purchaser shall ensure that the contractors and workers, do not use or spoil the toilets in the said Flat or in the said Building and use only the toilets earmarked by the Developer for this purpose.
- 25.6 All materials brought into the said Flat for carrying out interior works will be at the sole cost, safety, security and consequence of the Purchaser and that the Developer will not be held responsible for any loss/theft/damage to the same.
- 25.7 If during the course of carrying out interior works, any workmen sustain injuries of whatsoever nature, the same will be insured and taken care of, attended to and treated by the Purchaser at his/her/their/its own cost, and that the Developer will not be held responsible for the same. All liabilities and damages arising out of such injury will be borne and paid by the Purchaser alone.
- 25.8 During the execution of interior works, if any of the Purchaser's contractor workmen / agents / representatives misbehaves or is found to be in a drunken state, then such contractor / workmen / agents / representatives will be removed forthwith and will not be allowed to re-enter the said Flat and the said Building. Further, the Purchaser shall be responsible for acts of such persons.
- 25.9 The Purchaser shall extend full cooperation to the Developer , their agents, contractors to ensure good governance of such interior works.
- 25.10 The Purchaser shall ensure that common passages/ walkways and any other common areas are not obstructed or damaged during the course of carrying out any works or thereafter;
- 25.11 If, after the date on which the Purchaser has taken possession of the said Flat, any damage, of whatsoever nature (not due to defect in construction as envisaged hereinabove), is caused to the said Flat and/or other flats/areas in said Building, neither the Developer nor their contractor(s) will be held responsible for the cost of reinstating or repairing the same and that Purchaser alone will be responsible for the same.
26. Nothing contained in this Agreement is intended to be nor shall be construed or claimed by the Purchaser as a grant, demise or assignment in law of the Building/s or any part/s thereof and/or of the said Land or any part thereof. The Purchaser shall have no claim in respect of any and all open spaces, lobbies, staircases, terraces, recreation space etc., will remain in the possession of the Developer . All development rights with respect to the same shall remain with the Developer .

27. It is hereby expressly agreed that the terrace on the said Building shall always belong to the Developer and the Developer, shall be entitled to deal with and/or dispose off the same in such a manner as the Developer may deem fit. In the event that permission from the concerned authorities for constructing one or more premises on the terrace then they shall be entitled to sell such premises constructed on the terrace together with the terrace to such person at such rate and on such terms as they may deem fit. The Developer in that event shall be entitled to allow use of such entire terrace to the purchaser/s of such premises constructed on the terrace and the terrace shall be in exclusive possession of the purchaser/s of such premises to be constructed on the terrace. In the event, the Developer constructs more than one premise on the terrace, the Developer shall be entitled to sell the respective premises/flats together with the portions of the terrace proportionate to and/or appurtenant thereto. The said Society shall admit as its members the purchaser/s of such premises that may be constructed on the terrace with the exclusive right to them in the terrace as aforesaid. The purchasers of the building will however be given a separate access to the terrace for the check-up and maintenance of the water tank and/or such common facility at all reasonable time and/or during such times as may be mutually agreed upon by the Purchaser of such premises on the terrace of the said Building.
28. The Developer shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose of their right, title or interest in respect of the said Land or any part thereof in accordance with the provision of applicable law. The Developer shall also be free to construct sub-station for electricity supply, office for the said Society, covered and enclosed garage in the open compound, underground and overhead tanks, structures, watchman's cabin, toilet for servants, septic tanks and soak pits for location of which are not particularly marked on the building plans. The Purchaser shall not interfere with the rights of the Developer by raising any disputes in the Court of Law under Section 7 of MOFA and/or any other provisions of any other applicable law.
29. The Purchaser is informed that the Developer is eligible to raise funds from banks, financial institution, funds, non-banking financial institution or any other eligible lender on the said Project and the Purchaser hereby acknowledges the same. For the purpose of raising such funds, the Developer shall be entitled to create a mortgage or charge on the said Project, the said Building, the said Land and any other collateral as it may deem fit. However, after the Developer executes this Agreement they shall not mortgage or create a charge on the said Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take the said Flat.
30. The Developer shall always be entitled to sign undertakings and indemnities on behalf of the Purchaser as required by any authority of the State or Central Government or competent authorities under any law concerning authorities of buildings or implementation of the scheme for the development of the said Land and/or the adjoining land.
31. Any delay tolerated or indulgence shown by the Developer in enforcing any of the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Developer shall not be construed as a waiver on the part of the Developer 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, limit or affect the rights of the Developer.
32. The Purchaser agrees and undertakes to use the said Flat for **Residential Use** only and the car parking spaces, if any, allotted to the Purchaser shall be used for the purpose of parking car/s of the Purchaser, and not for any other purpose and the said covenant shall be binding on any future transferee/s of the said Flat.
33. The Purchaser shall have no claim of any nature whatsoever, save and except in respect of the said Flat agreed to be sold to him/her/them hereunder by the Developer. The Purchaser is further informed that along with the said Flat, he/she/them shall be entitled to one car parking space which will be handed over to the Purchaser only after completion of the development of the said Land and in any case no earlier than receipt of

Occupancy Certificate thereof for all the buildings constructed or proposed to be constructed on the said Land.. The Purchaser hereby also agrees and accepts that all open spaces, lobbies, terraces, other parking area, and all other common areas and other premises will remain the property of the Developer until all the flats in the said Building and all other buildings proposed to be constructed by the Developer on the said Land, are sold by the Developer and the said Society / societies has/have been formed of the occupants of all the buildings..

34. The Purchaser agrees that the Developer /financial institution/bank shall always have the first lien/charge on the said Flat for all its dues and other sums/ charges payable by the Purchaser.
35. It is agreed that the Purchaser shall be entitled to avail loan from a bank and to mortgage the said Flat by way of security for repayment of such loan to such bank only with the prior written consent of the Developer (as the case may be for their respective area share). The Developer will grant their no objection, whereby the Developer will express it's no objection to the Purchaser availing of such loan from the bank and mortgaging the said Flat with such bank, provided however, the Developer shall not incur any liability/obligation for repayment of the monies so borrowed by the Purchaser and/or any monies in respect of such borrowings including interest and cost and provided the mortgage created in favour of such bank in respect of the said Flat of the Purchaser shall not in any manner jeopardise the Developer's right to receive full consideration and other charges and to develop the balance of the larger property (if the said Land is amalgamated / clubbed with the adjoining land parcel) and such mortgage in favour of such bank shall be subject to the Developer's first lien and charge on the said Flat in respect of the unpaid amounts payable by the Purchaser to the Developer under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Developer will issue the no objection letter addressed to the bank undertaking to make payment of the balance of said Consideration of the said Flat directly to the Developer as per the schedule of payment of the purchase price provided in Clause 5 of this Agreement and such confirmation letter shall be mutually acceptable to the parties hereto and to the said bank.
36. The Purchaser shall be entitled to avail loan from a bank and to mortgage the said Flat by way of repayment of the said loan to such bank even after possession of the said Flat is handed over to the Purchaser subject to the prior written consent of the Developer and the Developer will express it's no objection to the Purchaser availing of such loan from the bank and mortgaging the said Flat with such bank provided there are no amounts due and payable by the Purchaser to the Developer under the terms of this Agreement and provided however, the Developer shall not incur any liability/obligation for repayment of the loan to such bank, and such mortgage in favour of such bank shall be subject to the Developer's first lien and charge on the said Flat in respect of the unpaid amount payable by the Purchaser to the Developer under the terms and conditions of this Agreement.
37. It is abundantly made clear to the Purchaser if he/she/it/they is/are a non-resident/ foreign national of Indian Origin, that in respect of all remittances, acquisitions/transfer of the said Flat, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Purchaser understands and agrees that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they/it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto. The Developer accepts no responsibility in this regard and the Purchaser agrees to indemnify and keep the Developer indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

38. The stamp duty and registration charges of this Agreement shall be borne and paid by the Purchaser.
39. At the time of registration of conveyance or lease of the structure of the said Building or wing of the said Building, the Purchaser shall pay to the Developer , the Purchaser's share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the said Building . At the time of registration of conveyance or lease of the said Land , the Purchaser shall pay to the Developer , the Purchaser's share of stamp duty and registration charges payable, by to the Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Land to be executed in favour of the Apex Body or Federation.
40. The Developer shall, within 3 (three) months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said Land on which the said Building with multiple wings or buildings are constructed.
41. Any dispute between the Parties shall be settled amicably. In case of failure to settle the dispute amicably, it shall be referred to RERA Authority as per the provisions of the RERA Act.
42. This Agreement shall not be altered, modified or supplemented except with the prior written approval of the Parties, and all such alterations, modifications and supplemental writings shall be effective, valid and binding only if the same are recorded in writing and executed by the Parties herein.
43. Any notice or other communication required or permitted to be given to any Party under this Agreement shall be given in writing and shall be delivered by Registered Post and notified e-mail ID, registered mail acknowledgment due to each Party at its respective address set forth below or at such other address as may be designated by such Party by notice pursuant to this clause.
- (a) Any communication addressed to the Developer, the address shall be: 1st floor, Shreeji Atlantis, CTS no. 216, Gautam Buddha Marg, Opp. Orlem Church, Near Axis Bank, Malad West Mumbai 400064 shall be sufficient service thereof. Email id: shreejisiddharth@gmail.com
- (b) Any communication addressed to Purchaser, the address shall be _____
Email id: _____
- All notices shall be in writing by Registered Post A.D. and e-mail, registered mail acknowledgment due and/or by facsimile followed by a confirmation email to the Purchaser or his/her nominee/s. In the event the Purchaser changes its aforesaid address as mentioned in this clause, he/she/they/it shall intimate the same to the Developer and thereafter all the notices and communications as mentioned above shall be addressed to the changed address.
44. This Agreement and the rights and duties of the Parties arising out of this Agreement shall be governed by and construed in accordance with the laws of India and the Courts of Mumbai shall have exclusive jurisdictions for all disputes arising under this Agreement.
45. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Project shall equally be liable to and enforceable against any subsequent purchaser, in case of a transfer, as the obligation go along with the said Flat for all intents and purpose.
46. If any provision of this Agreement shall be determined to be void or unenforceable under RERA Act made there under or under other applicable laws, such provisions of this

Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to RERA made there under or under other applicable laws, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

47. This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat, as the case may be.
48. Forwarding this Agreement to the Purchaser by the Developer does not create a binding obligation of the part of the Developer or the Purchaser until firstly the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in this Agreement within 30(thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer . If the Purchaser fails to execute and deliver to the Developer this Agreement within 30(thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer then the Developer shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15(fifteen) days from its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.
49. Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other purchasers in the said Project, the same shall be in proportion to the carpet area of the said Flat to the total carpet area of all the flats in the said Project.
50. Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonable required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
51. The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at its office or at some place which may be mutually agreed between the Developer and the Purchaser.
52. The Parties shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act, 1908 and intimate to the Developer the serial number under which this Agreement is lodged for registration and thereupon the Developer shall remain present to admit execution thereof before the Sub-Registrar of Assurances.
53. The Parties hereby declare their Permanent Account Number as under: -

Sr. No.	Name of the Party	PAN No.
1.	M/s. Siddharth Enterprises	ACXFS4990A
2.		
3.		

54. The Purchaser represents and confirms that it has read the terms and conditions of this Agreement and has understood his/her obligations, liabilities and limitations as set forth herein and has neither relied upon nor been influenced by any marketing brochures, e-mails, advertisements, representations of any nature whatsoever whether written or oral.
55. This Agreement constitutes the whole agreement and understanding between the Parties relating to its subject matter and supersedes and extinguishes any prior drafts, agreements, letters, writings, allotment, brochures and/or any other documents entered

into including undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO:

All that piece and parcel of land bearing CTS Nos. 1 (part) and 2 (part), admeasuring 7152 square meters or thereabouts, of Village Valnai, Taluka Borivali lying, being and situate at Gautam Buddha Marg, Orlem, Malad (West), Mumbai 400 064 and in the Registration District and Sub-District of Mumbai Suburban.

THE SECOND SCHEDULE HEREINABOVE REFERRED TO:

Apartment bearing Flat No. _____ admeasuring _____ square feet RERA carpet area (i.e. _____ square meters) on the _____ floor of building known as “SHREEJI PLAZA- _A Wing” constructed/ to be constructed on the land parcel described in First Schedule written hereinabove. (**Annexure “E”**).

SIGNED AND DELIVERED)

By the within named “Developer ”)

M/S. SIDDHARTH ENTERPRISES)

through its authorized signatory

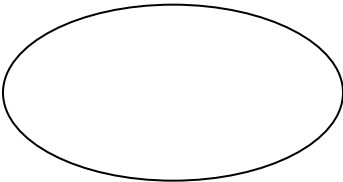
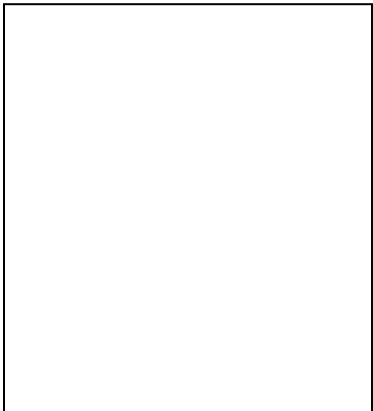
MR. NIMESH U. DESAI

authorized vide resolution dated)

)

Photo

Left Hand Thumb Impression



In the presence of)

1.)

2.)

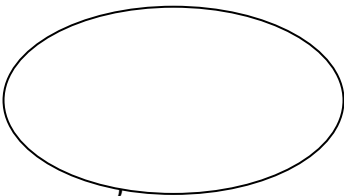
SIGNED AND DELIVERED by)

the within named “Purchaser”)

)

Photo

Left Hand Thumb Impression



)

2.)

RECEIPT

RECEIVED from _____ a sum of **INR.** _____/- (**Indian Rupees.** _____ **only**) being the part money amount as provided for hereinabove.

Sr. No.	Date	Bank Name	Cheq. No.	Amt.
1.				
2.				
3.				
	TOTAL			

For Siddharth Enterprises

Authorized signatory