<u>Agreement between Promoters/Developers and Purchasers of Flat</u>

THIS AGREEMENT FOR SALE made at Mumbai on this ________ day of 2022.

BETWEEN

M/s. Somnath Constructions, a proprietary concern, having its office at Flat No. 301, Kapadia Niwas, Nadiadwala Colony – 1, S. V. Road, Malad W, Mumbai – 400064., hereinafter referred to as "THE PROMOTERS/DEVELOPERS" (which expression shall, unless contrary to the context or meaning thereof, mean and include its successors and assigns) OF THE ONE PART;

AND

Mr./Mrs. ____________________ having its address at ________________________________ hereinafter referred to as "THE PURCHASER(S)/ALLOTTEE(S)" (which expression shall, unless contrary to the context or meaning thereof, mean and include in the case of individuals his/her/their heirs and legal representatives and in case of partnership firm the partners constituting the firm for the time being and the survivors or survivor of them and their respective heirs and legal representatives and in the case of a corporate body, its successors and assigns and in the case of the Trust its Trustees for the time being) OF THE OTHER PART;

WHEREAS: —

1. By virtue of Conveyance Deed dated _________ bearing registration Sr. No.BRL____________________ (hereinafter referred to as the "said Conveyance Deed"), Navlabh Co-operative Housing Society Ltd. (hereinafter referred to as the "said Society") is the absolute owner of pieces or parcels of lands admeasuring 954.50 sq. meters after deducting set-back area of 114.00 sq. mters bearing CTS No. 944, of Village Pahadi Goregaon West, Taluka Borivali, District Mumbai Suburban within the Registration District and Sub-District Mumbai Suburb (hereinafter referred to as the "said Land") together with building/structures known as "Navlabh" earlier standing thereon now demolished (hereinafter referred to as the "said old existing building") assessed under 'P/North' Ward and situate at Nadiadwala Colony, S. V. Road, Malad W, Mumbai – 400064. The said Land and the said Building are hereinafter referred collectively to as the "said Property". The said Property is more particularly described Firstly in the First Schedule hereunder written.

2. Pursuant to registered Development Agreement Executed between the said Promoters/Developers and the said Society (Navlabh CHS Ltd) and 18 Members of said Society as Confirming Party, Registered under serial No. BDR _____________ dated ____________ for all that piece of Land or ground along with structure bearing CTS No. 944, of Village Pahadi Goregaon West, Taluka Borivali, District Mumbai Suburban within the Registration District and Sub-District Mumbai Suburb situate at Nadiadwala Colony, S. V. Road, Malad W, Mumbai – 400064., admeasuring 954.50 sq. meters after deducting Road Set-back of 114.00 sq. metres hereinafter referred to as the said "Development Agreement".

3. The Promoters/Developers are fully entitled to develop the said Land/Property and construct building thereon in accordance with the plans sanctioned by the Municipal Corporation of Greater Mumbai. The Promoters/Developers have got approval from the concerned local authorities of the plans, the specifications, elevations, sections and details of the said building to be constructed on the said Land/Property. The Promoters/Developers have also obtained Commencement Certificate from Municipal Corporation of Greater Mumbai.

4. In accordance with the plans sanctioned by the Municipal Corporation of Greater Mumbai, the Promoters/Developers are developing the said Land/Property described in the First Schedule hereto and are constructing thereon building to be known as "NAVLABH RISE" consisting inter area of Stilt Ground + ____ upper floors.

5. The Promoters/Developers have appointed M/s. Hingoo Architects for said Redevelopment.

6. The Promoters/Developers have appointed structural Engineers M/s. Struct Bombay Consultants for the preparation of the structural design and drawings of the building.

7. The Promoters/Developers, have the sole and exclusive right to sell the premises / Flat in the said building to be constructed on the said Land/Property and to enter into agreement with the Purchaser(s)/Allottee(s) of said premises in the said building and to receive the sell price in respect thereof.

8. The Purchaser(s)/Allottee(s) has demanded for inspection of all the documents of title relating to the said Land and it has been allowed by the Promoters/Developers to inspect all the documents of title, the relevant orders and the approved plans, designs and specifications prepared by the Promoters/Developers and Architects and all other documents as specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1964 (hereafter referred as "the said Act") and the rules made thereunder.

9. The Promoters/Developers have also annexed hereto the copies of following documents:

		ANNEXURE
a.	Title Certificate	A
b.	Property Card and Plan	B & B1
c.	Sketch of Layout Plan	C
d.	Sketch Plan of the Flat and Parking Space	D & D1

e.	IOD and C.C	E & E1
f.	Index II of Development Agreement	F
g.	Index II of POA	G
h.	Index II of Conveyance Deed	H

10. While sanctioning the said plans, in respect of the construction on the said Land/Property, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters/Developers while developing the said Land/Property and the said building thereon and upon due observance and performance of which only the completion and occupation certificate in respect of the said building shall be granted by the concerned authority.

11. The Promoters/Developers are entering into similar separate agreements with the several other persons and parties for the sale of Flats/car parking spaces etc. in the said buildings.

12. The Promoters/Developers is developing one building known as "NAVLABH RISE" (Navlabh CHS Ltd) on the said Land and proposed as a "Real Estate Project" ("the Real Estate Project") and the application for which has been processed with the Real Estate Regulatory Authority ("Authority"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("RERA Rules"). The Certificate of Registration will be made available to Purchaser(s)/Allottee(s) after registration of Real Estate Project.

13. After the RERA Certificate being made available to the Purchaser(s)/Allottee(s), the Purchaser(s)/Allottee(s) shall examine the copy of the RERA Certificate and cause the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Purchaser(s)/Allottee(s) have agreed and consented to the development of the Real Estate Project. The Purchaser(s)/Allottee(s) shall examine all documents and information that will

be uploaded by the Promoters/Developers on the website as per RERA Rules and Regulations.

14. The principal and material aspects of the development of the Real Estate Project, are briefly stated below:-
    a) The Real Estate Project consists of One Building to be known as ""NAVLABH RISE" (Navlabh CHS Ltd)".
    b) The Real Estate Project shall comprise of _____ units/premises as per the list that will be provided to the RERA authorities upon registration of the Real Estate Project.
    c) Total FSI of 2750.00 sq. meters shall been sanctioned for consumption in the construction and development of the Real Estate Project as per Development Agreement.
    d) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Purchaser(s)/Allottee(s).
    e) The Promoters/Developers shall be entitled to put hoarding/boards of their Brand Name in the form of Neon Signs, MS Letters, Vinyl & Sun Boards or other material on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project. The Promoters/Developers shall also be entitled to place, select, decide hoarding/board sites and be entitled to a 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/ signs.

15. The Promoters/Developers have accordingly commenced construction and development of the said properties in accordance with the said sanctioned plans.

16. The Promoters/Developers are entitled to amend, modify and/or substitute the Proposed Future and Further Development of the said Land/Property, in full or in part, as may be required by the applicable law from time to time.

17. The Promoters/Developers will be entitled to develop the said Land itself or in joint venture with any other person and will also be entitled to mortgage and charge the saleable areas to be constructed thereon from time to time. The above details along with the annexes to the RERA Certificate and further

aspects of the proposed future and further development of the said Land shall be available for inspection on the website of the Authority at https://maharera.mahaonline.gov.in (Proposed Future and Further Development of the said Land”).

18. The Purchaser(s)/Allottee(s) state, confirm and represent that the Purchaser(s)/Allottee(s) have read and understood the terms and conditions and shall at all times comply with the same.

19. The Purchaser(s)/Allottee(s) further state, confirm and represent that the Purchaser(s)/Allottee(s) have read and understood the terms and conditions of the aforesaid agreements, circulars, orders and approvals and confirms that they are eligible to enter into and execute this Agreement and purchase the said Premise/Flat.

20. The Purchaser(s)/Allottee(s) have prior to the execution of this Agreement satisfied themselves about the rights of the Promoters/Developers to develop the said Land (ii) the approvals and sanctions obtained till date for the development of the said Building (iii) the nature of the rights retained by the Promoters/Developers under this Agreement. This Agreement has been entered into by the Purchaser(s)/Allottee(s) after seeking necessary legal advice.

21. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters/Developers while developing the Real Estate Project and upon due observance and performance of which only, the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project shall be granted by the competent authority.

22. The Promoters/Developers have accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.

23. The Rera carpet area of the said Premises / Flat as defined under the provisions of RERA is ______ sq. mtrs .i.e. ______ sq. feets.

24. The Purchaser(s)/Allottee(s) accept that fungible FSI has been utilized in the construction of the flat.

25. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

26. Under Section 13 of the RERA, the Promoters/Developers are required to execute a written agreement for sale of the said Premises with the Purchaser(s)/Allottee(s) i.e. this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.

27. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoters/Developers hereby agree to sell and the Purchaser(s)/Allottee(s) hereby agrees to purchase and acquire, the Premises set out herein below.

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same have been set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of RERA.

2. The Promoters/Developers shall construct the said building called "NAVLABH RISE" (Navlabh CHS Ltd) on the said Land more particularly described in the First Schedule hereunder written in accordance with the plans, designs, specifications approved by the concerned local authority and which have been

seen and approved by the Purchaser(s)/Allottee(s) with only such variations and modifications as the Promoters/Developers may consider necessary or as may be required by the concerned local authority. However, the Promoters/Developers shall have to obtain prior consent in writing of the Purchaser(s)/Allottee(s) in respect of such variations or modifications which may adversely affect the flat of the Purchaser(s)/Allottee(s) agreed to be sold hereunder. The Promoters/Developers subject to the aforesaid right of the Purchaser(s)/Allottee(s) have the right to amend and/or modify the said plans for smooth and better development of the said Land/Property without any reference to the Purchaser(s)/Allottee(s).

3. The area of the said building shall be permitted and sanctioned by the concerned development authorities with such modification/variation/amendment as may be permissible by the said concerned authorities. PROVIDED THAT the Promoters/Developers shall have to obtain prior consent in writing of the Purchaser(s)/Allottee(s) in respect of any variations or modifications which may adversely affect the said Premises of the Purchaser(s)/Allottee(s), except, any alteration or addition required by any Government authorities, or, due to change in law, or, any change as contemplated by any of the disclosures already made to the Purchaser(s)/Allottee(s).

4. The Promoters/Developers have full right and absolute authority to convert and change part user of the said building, and/or premises therein. The Purchaser(s)/Allottee(s)s shall not object or dispute to the aforesaid right of the Promoters/Developers for change of user.

5. The Purchaser(s)/Allottee(s) agree to purchase from the Promoters/Developers and the Promoters/Developers agree to sell to the Purchaser(s)/Allottee(s) Flat No. _______ of Rera carpet area admeasuring approximately ______ sq. meters i.e. ______ sq. feet on ______ floor along with _____ Car parking space as shown in the Floor plan thereof hereto annexed and marked Annexure "D" (Flat floor plan) and D1 (Parking space slot) in the "NAVLABH RISE" (Navlabh CHS Ltd) building the aforesaid flat (whenever applicable) is hereinafter referred to as "the said Premises", for the price of Rs.

________/- (Rupees __________________ Only). The said premises agreed to be sold hereunder are more particularly described in the Second Schedule hereunder written. The Purchaser(s)/Allottee(s) has paid to the Promoters/Developers a sum of Rs. ________/- (Rupees __________________ Only) being payment to paid on or before execution and registration of this Agreement (the payment and receipt whereof the Promoters/Developers hereby admit and acknowledge) and shall pay to the Promoters/Developers the balance amount of purchase price i.e. Rs. ________/- (Rupees __________________ Only). on or before possession of the said premises; in the following manner:-

Sr. No	Amount Rs.	% Slab	Particulars
1		10%	to be paid on or before execution of the Agreement
2		15%	to be paid on or after execution & registration of the Agreement
3		8%	on Plinth / Foundation Stage
4		5%	1st Slab
5		5%	2nd Slab
6		5%	3rd Slab
7		5%	4th Slab
8		5%	5th Slab
9		5%	6th Slab
10		5%	7th Slab
11		5%	8th Slab
12		5%	9th Slab
13		5%	10th Slab
14		5%	11th Slab
15		5%	12th Slab
16		2%	on completion of walls, internal plaster, floorings, door & windows, Sanitary fittings, staircase, lift wells, lobbies up to the floor level on the apartment
17		2%	on completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the building all other requirements as may be prescribed in the agreement of sale of the building in the said Agreement

18		1%	on completion of the lifts, water pump, electrical fittings, electro, mechanical and environments requirements, entrance lobby/s, plinth protection, paving of area appertain and all other requirements as may be prescribed in the agreement of sale of the building in the said Agreement
19		2%	On handing over the possession of the Flat or after receipt of Occupancy Certificate or completion certificate
	TOTAL	100%	

6. The Purchaser(s)/Allottee(s) agrees to pay to the Promoters/Developers the aforesaid instalments within 15 days from the date of demand by the Promoters/Developers. Beyond 15days, the Purchaser(s)/Allottee(s) shall pay to the Promoters/Developers interest on the amount due and failing in arrears. However, the Purchaser(s)/Allottee(s) agrees that the demnanded instalment shall not be delayed for more than 30 days from its due date and if thereafter, still the instalment is not paid, in that event the Promoters/Developers shall have the absolute right to rescind this agreement.

7. On committing default by the Purchaser(s)/Allottee(s), in payment, on the due date of any installment and payable to the Promoters/Developers under this Agreement and if the Purchaser(s)/Allottee(s) committing breach of any of the terms herein contained, the Promoters/Developers shall be at liberty to terminate this agreement by giving 15 days prior notice in writing. On termination of this agreement, the Promoters/Developers shall refund to the Purchaser(s)/Allottee(s) the installments paid towards the consideration within six months from the date of termination. However, the Promoters/Developers shall not be liable to pay any interest on the amount so refunded. Further, the Promoters/Developers shall not be liable to reimburse to the Purchaser(s)/Allottee(s) any Government Charges such as stamp duty, registration charges etc. Upon the termination of this agreement, under this clause, the Promoters/Developers shall be at liberty to sell the said Flat/Premises to any other person of their choice and at such price as the Promoters/Developers may deem fit and the Purchaser(s)/Allottee(s) shall not object to the same.

8. Currently, the GST is 5% or as applicable of the Agreement Value or market value whichever is higher, (subject to change as per Govt. polices and Payable as per prevalent rates.). It is further agreed by and between the parties hereto that before booking/each and every payment and/or registering the Agreement for sale, the Purchaser(s)/Allottee(s) shall deduct the tax deduction at source at the rate of ______% or applicable rate from the above mentioned consideration being paid to the Developers. All the procedure in respect of Section 194 IA on Tax Deducted at Source of Immovable Property shall be the obligation of the Purchaser(s)/Allottee(s) only.

9. The Sale Consideration excludes taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the said Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including service tax, VAT, GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Purchaser(s)/Allottee(s) alone and the Promoters/Developers shall not be liable to bear or pay the same or any part thereof. All these payments will be made by the Purchaser(s)/Allottee(s) as required by the concerned local authority, as the case may be.

10. The Sale Consideration is escalation-free, save and except otherwise, 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 i.e. Local Bodies/ Government from time to time. The Promoters/Developers undertakes and agrees that while raising a demand on the Purchaser(s)/Allottee(s) for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters/Developers shall enclose the said notification/ order/ rule/ regulation/

demand, published/ issued in that behalf to that effect along with the demand letter being issued to the Purchaser(s)/Allottee(s) by Promoters/Developers.

11. The Promoters/Developers shall confirm the final Rera carpet area that has been allotted to the Purchaser(s)/Allottee(s) after the construction of the said Tower/Wing is complete and the Occupation Certificate is granted by the MCGM, by furnishing details of the changes, if any, in the Rera carpet area, subject to a variation cap of 3% (three per cent). The total Sale Consideration payable on the basis of the carpet area of the premises shall be recalculated upon confirmation by the Promoters/Developers. If there is any reduction in the Rera carpet area more than the defined limit of 3%, then, the Promoters/Developers shall refund the excess money paid by Purchaser(s)/Allottee(s) within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser(s)/Allottee(s). If there is any increase in the carpet area allotted to Purchaser(s)/Allottee(s), the Promoters/Developers shall demand additional amount from the Purchaser(s)/Allottee(s) towards Sale Consideration, which shall be payable by the Purchaser(s)/Allottee(s) prior to taking possession of the Premises. It is clarified that the payments to be made by the Promoters/Allottees, as the case may be, under this Clause 5, shall be made at the same rate per square meters or square feets as agreed in this Clause 5 and also pay the relevant Tax as per clause No. 8. The Purchaser(s)/Allottee(s) authorizes the Promoters/Developers to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her/its name as the Promoters/Developers may in its sole discretion deem fit and the Purchaser(s)/Allottee(s) undertakes not to object/demand/direct the Promoters/Developers to adjust his/her/its payments in any manner.

12. The Promoters/Developers hereby agree to observe, perform and comply with all the terms, conditions, stipulations, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Flat/Premises to the Purchaser(s)/Allottee(s), obtain from the concerned local authority occupation and/or completion certificate in respect of the same.

13. The fixtures, fittings and amenities to be provided by the Promoters/Developers in the said building and the premises are those that are set out in the Third Schedule hereunder written.

14. The Promoters/Developers hereby declare that the Floor Space Index available in respect of the said Land/Property is 2750.00 sq. metres only as per the Development Agreement and that no part of the said floor space index has been utilised by the Promoters/Developers elsewhere for any purpose whatsoever. In case the said floor space index has been utilised by the Promoters/Developers elsewhere, then the Promoters/Developers shall furnish to the Purchaser(s)/Allottee(s) all the detailed particulars in respect of such utilization of said floor space index by him/her/them. In case while developing the said Land/Property the Promoters/Developers, have utilised any floor space index of any other land or property by way of T.D.R, floating floor space index, then the particulars of such floor space index shall be disclosed by the Promoters/Developers to the Purchaser(s)/Allottee(s). The residual F.A.R. (F.S.I.) in the Land/Property or the layout not consumed will be available to the Promoters/Developers till the registration of the society. Whereas after the registration of the Society the residual F.A.R. (F.S.I.) shall be available to the Society.

15. The Promoters/Developers developed said property after utilizing the fungible FSI / incentive FSI applicable under the current Development Control Rules of MCGM. The plans have been approved as per D.C. Rules.

16. Under the MCGM notification for modification in D. C. Regulation, 1991 on 6th Jan. 2012 as well as DCPR 2034 and further notification, various clarification respectively issued by the MCGM and thereafter circular on various date from time to time interalia while Developing any property in city of Mumbai as well in extended suburban the Developer shall carry out the redevelopment by procuring FSI.

17. The Promoters/Developers has informed Purchaser(s)/Allottee(s) that there is

open space deficiency and Purchaser(s)/Allottee(s) shall not raise any objection for Deficiency of Open space. Promoters/Developers has also informed about the registered undertaking given to M.C.G.M.

18. Possession Date, Delays and Termination:

a) The Promoters/Developers shall give possession of the Premises to the Purchaser(s)/Allottee(s) on or before 30/09/2025 ("Possession Date"). Provided however, that the Promoters/Developers shall be entitled to extension of time for giving delivery of the Premises on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:-
   - Any force majeure events;
   - Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
   - Any stay order/injunction order issued by any Court of Law, competent authority, MCGM, statutory authority;
   - Any other circumstances that may be deemed reasonable by the Authority.

b) If the Promoters/Developers fails to abide by the time schedule for completing the said Real Estate Project and for handing over the said Premises to the Purchaser(s)/Allottee(s) on the Possession Date (save and except for the reasons as stated in Clause 18(a) above), then the Purchaser(s)/Allottee(s) shall be entitled to either of the following options:-

   i. Call upon the Promoters/Developers by giving a written notice by Courier/ E-mail/Registered Post A.D. at the address provided by the Promoters/Developers ("Interest Notice"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon for every month of delay from the Possession Date ("the Interest Rate"), on the Sale Consideration paid by the Purchaser(s)/Allottee(s). The interest shall be paid by the Promoters/Developers to the Purchaser(s)/Allottee(s) till the date of offering to hand over of the possession of the said Premises by the

Promoters/Developers to the Purchaser(s)/Allottee(s); OR

ii. The Purchaser(s)/Allottee(s) shall be entitled to terminate this Agreement by giving a written notice to the Promoters/Developers by Courier / E-mail / Registered Post A.D. at the address provided by the Promoters/Developers ("Purchaser(s)/Allottee(s) Termination Notice"). On the receipt of the Purchaser(s)/Allottee(s) Termination Notice by the Promoters/Developers, this Agreement shall stand terminated and cancelled. Within a period of 30 days from the date of receipt of the Termination Notice by the Promoters/Developers, the Promoters/Developers shall refund to the Purchaser(s)/Allottee(s) the amounts already received by the Promoters/Developers under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("Interest Rate") to be computed from the date the Promoters/Developers received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Promoters/Developers (as stated in this clause), the Purchaser(s)/Allottee(s) shall have no claim of any nature whatsoever on the Promoters/Developers and/or the said Premises and/or car park and the Promoters/Developers shall be entitled to deal with and/or dispose of the said Premises and/or the car park in the manner it deems fit and proper. It is clarified that in the event the Purchaser(s)/Allottee(s) elects to cancel this Agreement then the Promoters/Developers shall not be liable to refund or return any amounts paid towards stamp duty, registration fees or taxes. However, the Purchaser(s)/Allottee(s) may, by itself, apply to the appropriate authorities for refund of the same.

c) In case the Purchaser(s)/Allottee(s) elects its remedy under sub-clause (ii) above, then in such a case, the Purchaser(s)/Allottee(s) shall subsequently not be entitled to the remedy under sub-clause (i) above.

d) If the Purchaser(s)/Allottee(s) fails to make any payment on the stipulated date/s and time/s as required under this Agreement, then, the

Purchaser(s)/Allottee(s) shall pay to the Promoters/Developers interest at the Interest Rate, on all and any such delayed payments computed from the date such amount was due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.

e) Without prejudice to the right of the Promoters/Developers to charge interest at the Interest Rate mentioned at Clause herein above, and any other rights and remedies available to the Promoters/Developers, either (a) on the Purchaser(s)/Allottee(s) committing default in payment on a due date of any amount due and payable by the Purchaser(s)/Allottee(s) to the Promoters/Developers under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Purchaser(s)/Allottee(s) has committed default in making payment of installments of the Sale Consideration, the Promoters/Developers shall be entitled, at its own option and discretion, to terminate this Agreement, without any reference or recourse to the Purchaser(s)/Allottee(s). Provided that, the Promoters/Developers shall give a notice of 15 (fifteen) days in writing to the Purchaser(s)/Allottee(s) ("Default Notice"), by Courier / E-mail / Registered Post A.D. at the address provided by the Purchaser(s)/Allottee(s), of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser(s)/Allottee(s) fails to rectify the breach or breaches mentioned by the Promoters/Developers within the period of the Default Notice, including making full and final payment of any outstanding dues together with interest thereon computed at the Interest Rate, then at the end of the period specified in the Default Notice, the Promoters/Developers shall be entitled to terminate this Agreement by issuance of a written notice to the Purchaser(s)/Allottee(s) ("Promoters/Developers Termination Notice"), by Courier / E-mail / Registered Post A.D. at the address provided by the Purchaser(s)/Allottee(s). On the receipt of the Promoters/Developers Termination Notice by the Purchaser(s)/Allottee(s), this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this sub-clause, the

Promoters/Developers shall be entitled to forfeit 10% of the Sale Consideration ("Forfeiture Amount") as and by way of agreed genuine pre-estimate of liquidated damages. Within a period of 30 (thirty) days of the Promoters/Developers Termination Notice, the Promoters/Developers shall after deduction of the Forfeiture Amount; refund the balance amount of the Sale Consideration to the Purchaser(s)/Allottee(s). Upon the termination of this Agreement, the Purchaser(s)/Allottee(s) shall have no claim of any nature whatsoever on the Promoters/Developers and/or the said Premises and/or car parking space and the Promoters/Developers shall be entitled to deal with and/or dispose of the said Premises and/or car parking space in the manner it deems fit and proper.

19. Procedure for taking possession:

a) Upon obtainment of the Occupancy Certificate from the MCGM and upon payment by the Purchaser(s)/Allottee(s) of the requisite installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoters/Developers shall offer possession of the said Premises to the Purchaser(s)/Allottee(s) in writing ("Possession Notice"). The Purchaser(s)/Allottee(s) agrees to pay the maintenance charges as determined by the Promoters/Developers or the Society, as the case may be. The Promoters/Developers on its behalf shall offer the possession to the Purchaser(s)/Allottee(s) in writing within 7 days of receiving the Occupancy Certificate of the Real Estate Project and on offering possession of the existing members" premises to the said Society, provided the Purchaser(s)/Allottee(s) has made payment of the requisite installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement.

b) Upon receiving the Possession Notice from the Promoters/Developers as per Clause 19(a) above, the Purchaser(s)/Allottee(s) shall take possession of the said Premises from the Promoters/Developers by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoters/Developers, and the Promoters/Developers shall give possession of the said Premises to the Purchaser(s)/Allottee(s). Irrespective of whether the Purchaser(s)/Allottee(s) takes or fails to take possession of the Premises within the time prescribed in above mentioned Clause, the Purchaser(s)/Allottee(s) shall continue to be liable to pay maintenance charges and all other charges with respect to the Premises, as applicable and as shall be decided by the Promoters/Developers.

c) Within 15 (fifteen) days of receipt of the Possession Notice, the Purchaser(s)/Allottee(s) shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the Rera carpet area of the said Premises, of outgoings in respect of the Real Estate Project and said Land including inter-alia, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the said Land to the Society.

20. The time for payment of each of the installments of consideration and other amount/s as aforesaid shall be the essence of the contract. If the Purchaser(s)/Allottee(s) makes default in payment of any of the said installments/dues inclusive of the taxes as mentioned above on their respective due dates as aforesaid and without prejudice to the rights of the Promoters/Developers to treat such default as a breach of this Agreement and to cancel this Agreement, the Purchaser(s)/Allottee(s) shall be liable to pay to the Promoters/Developers interest at the rate of 24% per annum on the amount of the installment/s and/or due/s in arrears for the period of the delay in payment of such installment/s and/or due/s.

21. The Promoters/Developers may appoint a third party/ agency for the purpose of operating and maintaining the Real Estate Project and the said Land including any common areas facilities and amenities on such terms and conditions as it may deem fit.

22. The Promoters/Developers shall be entitled to designate any spaces/areas on the

said Land or any part thereof (including on the terrace and basement levels of the Real Estate Project) for third party service providers, for facilitating provision and maintenance of utility services (including power, water, drainage and radio and electronic communication) to be availed including by the Purchaser(s)/Allottee(s)/s of the units/premises to be constructed thereon. Such designation may be undertaken by the Promoters/Developers on lease, leave and license basis or such other method as the Promoters/Developers may deem proper in accordance with applicable law. Further, the infrastructure (including cables, pipes, wires, meters, antennae, base sub- stations, towers) in respect of the utility services may be laid/provided in the manner the Promoters/Developers may require, and may be utilized in common including by Purchaser(s)/Allottee(s) of units/premises in the Real Estate Project/ on the said Land, as the case may be. The Promoters/Developers and its workmen/agents/contractors/employees and any third party contracts shall be entitled to access and avail services of such infrastructure and utilities over the said Land.

23. The Permanent Account Number and Correspondence Address of the parties hereto are as follows:-

PARTIES	PAN
M/s. Somanth Constructions	AESPN3869A
Mr.	
Mrs.	

24. If within a period of three years from the date of handing over the said premises to the Purchaser(s)/Allottee(s), the Purchaser(s)/Allottee(s) brings to the notice of the Promoters/Developers any defect in the said premises or the building in which the said premises are situated or the material used therein or any unauthorized change in the construction of the said building, then, wherever possible such defects or unauthorized changes shall be rectified by the Promoters/Developers at its own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser(s)/Allottee(s) shall be entitled to receive from the Promoters/Developers reasonable compensation for such defect or change.

25. The Purchaser(s)/Allottee(s) shall use the premises or any part thereof or permit the same to be used for the purpose of residence or any other lawful purpose and shall use the parking space (if any) allotted to him/her/them only for the purpose of keeping or parking the Purchaser(s)/Allottee(s) own vehicle and not for any other purpose.

26. The Purchaser(s)/Allottee(s) further agrees and accepts that from the date of the said premises being ready for possession, the Purchaser(s)/Allottee(s) shall be liable to bear and pay the proportionate share (i.e. in the proportion to the floor area of the accommodation) of all outgoings in respect of the said Land/Property and buildings viz. Local taxes, betterment charges or such other levies demanded by the concerned local authority and/or the Government Authority and the maintenance charges in respect of common amenities.

27. Commencing a week after notice in writing is given by the Promoters/Developers to the Purchaser(s)/Allottee(s) that the premises are ready for use and occupation, the Purchaser(s)/Allottee(s) shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Flat) of outgoings in respect of the said land and Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s.
Upon handing over possession of the said flat or upon procurement of occupation certificate whichever is earlier, the Purchaser(s)/Allottee(s) agrees that the Purchaser(s)/Allottee(s) shall pay to the society monthly contributions as may be decided by the said society. The Purchaser(s)/Allottee(s) further agrees that the Purchaser(s)/Allottee(s) shall contribute such amount to match the sinking fund of the existing society which will be decided by the existing society.

28. The Purchaser(s)/Allottee(s) shall on or before delivery of possession of the said premises also pay to the Promoters/Developers the following amounts: -

a) Rs....................... for share money, application entrance fee of the Society.
b) Rs…................... for proportionate share of taxes and other charges / levies in respect of the new building and the said land.
c) Rs…................... towards provisional monthly contribution towards outgoings of the new building and the said land.
d) Rs…................... for charges towards Water, Electric, and other utility and services connection charges.
e) Rs…................... for deposits of electrical receiving.
f) Rs…................... towards legal charges of agreement for sale proposed to be signed between you and us.

Rs…................... towards share in betterment charges and/or development charges paid / payable up to date.

29. The Purchaser(s)/Allottee(s) further agrees that he/she/they shall not sell or transfer the said flat for a period of 2 years from the date of this agreement or till the procurement of occupation certificate of the proposed building whichever is earlier. However if the Purchaser(s)/Allottee(s) intends to transfer or sell the said flat before the expiry of such period from the date of execution of this agreement then he/she/they shall first procure no objection certificate from the Promoters/Developers after making payment of such charges as may be decided by the Promoters/Developers. If the Purchaser(s)/Allottee(s) fails to procure such no objection certificate the Promoters/Developers shall not be bound by the terms of this agreement with the Purchaser(s)/Allottee(s) or any prospective buyer to whom the Purchaser(s)/Allottee(s) intends to sell the flat.

30. The Purchaser(s)/Allottee(s) himself/herself/themselves with intention to bind himself/herself/themselves and all persons into whomsoever hands the said premises come and his/her/theirs successors-in-title doth hereby covenant with Promoters/Developers as follows:—

a) To maintain the said premises at Purchaser(s)/Allottee(s) cost in good and tenantable repair and condition from the date of possession of the said premises being taken by him and shall not do or allow or suffer to be done anything in and or to the staircase or any passage or compound wall of the building or any part of the building in which the said premises are situated which may be against the rules, regulations, or bye-laws of the concerned local or any other authority or change, alter or make addition in and or to the buildings in which the said premises are situated.

b) Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said premises are situated or storing of which goods is objected by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, common passage or lift or any other structure of the buildings in which the said premises are situate including entrances of the building and in case of any damage caused to the building on account of negligence or default of the Purchaser(s)/Allottee(s) in this behalf, the Purchaser(s)/Allottee(s) shall be liable to pay or make good the damage incurred or caused due to the default of the Purchaser(s)/Allottee(s) whatsoever.

c) To carry out at his/her/their own cost, all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which they were delivered by the Promoters/Developers to the Purchaser(s)/Allottee(s) and in tenantable repair and shall not do or allow or suffer to be done anything in the said premises or to the building in which the said premises are situate, or carry out the repairs and changes in the said premises which may be forbidden by the rules and regulations and bye-laws of the concerned local authority or other public authority which may endanger the premises above or below the said premises. In the event of the Purchaser(s)/Allottee(s) committing any act in contravention of the above provisions the Purchaser(s)/Allottee(s) shall be responsible and liable for the consequences thereof to the concerned local authority and/or public authority.

d) Not to demolish or cause to be demolished the said premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the premises or any part thereof nor any alteration in the elevation, and outside colour scheme of building in which the said premises are situated and shall keep the premises, sewers, drains, pipes in the said premises and appurtenances thereto in good and tenantable repair and conditions so as to support, shelter and protect other parts of the building in which the premises are situated and shall not chisel or in any other manner damage columns, beams, walls, slabs or RCC paradise or other structural changes in the premises without prior written permission of the Promoters/Developers and/or society or the Promoters/Developers or the local authority as the case may be.

e) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said Land/Property and the building in which the said premises are situate.

f) Pay within 7 days to the Promoters/Developers, his/her/their share of Security Deposit demanded by the concerned local authorities or Government for giving water, electricity or any other services; connection to the building in which the said premises are situated.

g) To bear and pay increase in local taxes, water charges, insurance and such other levies if any, which are imposed by the concerned Local authority, and/or Government and/or other public Authorities on account of change of user of the said premises by the Purchaser(s)/Allottee(s) or otherwise.

h) The Purchaser(s)/Allottee(s) shall not let, sublet, transfer, assign or part with Purchaser(s)/Allottee(s) interest or benefit factor of this Agreement or of the said premises or part with possession of the said premises or any part thereof until all the dues payable by the Purchaser(s)/Allottee(s) to the Promoters/Developers under this Agreement are fully paid up and only if the Purchaser(s)/Allottee(s) has not been guilty of breach or non observance of any of the terms and conditions of this agreement and until the Purchaser(s)/Allottee(s) has obtained specific permission in writing of the Promoters/Developers for the purpose. Such transfer shall be only in favour of the Transferee as may be approved by the Promoters/Developers and not otherwise.

i) The Purchaser(s)/Allottee(s) hereby undertakes that Purchaser(s)/Allottee(s) will not carry on any illegal business/profession in the flat agreed to be purchased and further agrees and undertakes that he/she/they himself/herself/themselves or through his/her/their nominee/tenant/occupier shall not carry on any such business/profession which may illegal/antisocial/anti-national etc., which may tarnish the reputation of the PROMOTERS/DEVELOPERS and cause nuisance to neighboring flat holders. It is understood that in the event of the Purchaser(s)/Allottee(s) carrying on any such illegal business in the said flat whether directly or indirectly through his/her/their agent or tenant, the PROMOTERS/DEVELOPERS shall be entitled to cancel this agreement in the interest of public, peace and tranquility and have the Purchaser(s)/Allottee(s) evicted from the flat.

j) Till the deed of conveyance or deed of assignment of the said Land/Property along with building in which the said premises are situated is executed, the Purchaser(s)/Allottee(s) shall permit the Promoters/Developers and their Surveyors and Agents with or without workmen and others at all reasonable times, to enter in to and upon the said land and building or any part thereof to view and examine the state and conditions thereof or to repair and remove any disrepair.

k) The Purchaser(s)/Allottee(s) shall observe and perform all the rules and regulations which the society and Promoters/Developers may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the said building and the premises therein and for the observance and performance of the building rules and regulations and bye-laws for the time being of the concerned local authorities and Government and other public bodies. The Purchaser(s)/Allottee(s) shall also observe all the stipulations and conditions laid down by the society and Promoters/Developers regarding the occupation and use of the premises in the building and shall pay and contribute regularly and punctually towards taxes, expenses and other outgoings payable by him in accordance with the terms of the agreement.

31. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said premises or of the said Land/Property and building or any part of thereof. The Purchaser(s)/Allottee(s) shall have no claim save and except in respect of the particular premises. The remaining portion of Land/Property, property, other unsold flats/car parking spaces, common areas, etc. shall be the property of the Promoters/Developers

until the whole of the said Land/Property and or any part thereof with building constructed thereon is transferred to the Co-operative society and Promoters/Developers as mentioned herein.

32. Any delay tolerated or indulgence shown by the Promoters/Developers in enforcing the terms of the agreement or any forbearance or giving of time to the Purchaser(s)/Allottee(s) by the Promoters/Developers shall not be construed as a waiver or acquiescence on the part of the Promoters/Developers of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser(s)/Allottee(s) and shall not in any manner prejudice the rights of the Promoters/Developers.

33. The Purchaser(s)/Allottee(s) and/or the Promoters/Developers shall present this agreement at proper registration office for registration; within 4 months from the date of execution of this agreement as prescribed by the Registration Act and the parties hereto shall attend such office and admit execution thereof.

34. All notices to be served on the Purchaser(s)/Allottee(s) as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser(s)/Allottee(s) by the pre-paid post under certificate at his/her/their addresses specified against their names above.

35. All out of pocket costs, charges and expenses including the stamp duty, registration charges of and incidental to this agreement and including GST shall be borne and paid by the Purchaser(s)/Allottee(s). If due to any changes in Government Policy and by virtue of the same if any additional stamp duty, registration charges and/or any other taxes/rates are levied the same shall be paid by the Purchase/Allotee.

36. The Purchaser(s)/Allottee(s) hereby declares that he/she/they has/have gone through the Agreement and all the documents related to the said property and the premises purchased by the Purchaser(s)/Allottee(s) and has expressly understood the contents, terms and conditions of the same and the Purchaser(s)/Allottee(s) after being fully satisfied has entered into this agreement.

37. The Purchaser(s)/Allottee(s) agrees and accepts that if the Rera carpet area of the premises is found to be less up to 3% for whatsoever reason, the Purchaser(s)/Allottee(s) shall not complain for the said reduction. The Purchaser(s)/Allottee(s) will accept such reduced area and shall not complain or demand any compensation for such reduced area.

38. It is further agreed between the parties that considering the sight constraints and the parking norms of MCGM, the Promoters/Developers shall be providing mechanical parking system as per MCGM norms and the Purchaser(s)/Allottee(s) along with the other members of the society shall at all time duly maintain the said parking system in working condition.

39. The Promoters/Developers have installed fire fighting system as per Fire NOC and the Purchaser(s)/Allottee(s) or society have to maintain the said fire fighting system and keep the fire fighting system fully in working condition on or after Promoters/Developers getting Occupation Certificate from MCGM. The Promoters/Developers are not liable for the non-working of fire fighting system at time of fire accident on or after Occupation Certificate issued by MCGM.

40. The Purchaser(s)/Allottee(s) confirms and agrees that:
    a) The said New Building is deficient in open space and MCGM will not be liable for the same in future;
    b) They shall have no objection for the neighbourhood development with deficient open space in future;
    c) They shall not held MCGM liable for failure of mechanical parking system and car lift in future;
    d) They shall not held MCGM liable for proposed inadequate/sub-sizes of rooms in future and complaints of whatsoever any to MCGM in this regard in future;
    e) There is inadequate maneuvering space of car parking's and she/he/they will not complaint to MCGM in this regard in future; and
    f) She/he/they shall not misuse the area of mid landing allowed in stilt.
    g) That the dry and wet garbage shall be separated and the wet garbage shall be generated and shall be treated separately on the same Land/Property by

residents/occupants of the building in the jurisdiction of MCGM.

41. This agreement shall always be subject to the provisions of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, sale, Management and Transfer) Rules, 1964.

42. Representations and Warranties of the Promoters/Developers:

The Promoters/Developers hereby represents and warrants to the Purchaser(s)/Allottee(s) as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate, and subject to the RERA Certificate:-

a) The Promoters/Developers has clear title and has the requisite rights to carry out redevelopment upon the said Land and also has actual, physical and legal possession of the said Land for the implementation of the Real Estate Project, subject to the terms and conditions of the Indentures mentioned in Recital A to F above and the mortgages set out in Recitals;
b) The Promoters/Developers has lawful rights and requisite approvals from the competent Authorities to carry out redevelopment of the Real Estate Project and shall obtain requisite approvals from time to time to complete the redevelopment of the Real Estate Project;
c) There are no encumbrances upon the Real Estate Project except those disclosed to the Purchaser(s)/Allottee(s);
d) There are no litigations pending before any Court of law with respect to the Real Estate Project except those disclosed to the Purchaser(s)/Allottee(s);
e) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project, shall be obtained by following due process of law and the Promoters/Developers has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and common areas;
f) The Promoters/Developers has the right to enter into this Agreement and has

not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser(s)/Allottee(s) created herein, may prejudicially be affected;

g) The Promoters/Developers has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said Land and the said Premises, which will, in any manner, adversely affect the rights of Purchaser(s)/Allottee(s) under this Agreement;

h) The Promoters/Developers confirms that the Promoters/Developers is not restricted in any manner whatsoever from selling the said Premises to the Purchaser(s)/Allottee(s) in the manner contemplated in this Agreement;

i) Upon receipt of the Occupation Certificate or Completion Certificate with respect to the Real Estate Project, the Promoters/Developers shall handover lawful, vacant, peaceful, physical possession of the common areas of the Real Estate Project as detailed in the Second Schedule hereunder written to the Society;

j) The Promoters/Developers has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent Authorities till the receipt of the Occupation Certificate or Completion Certificate with respect to the Real Estate Project and thereupon shall be proportionately borne by the Society;

k) 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 Land) has been received or served upon the Promoters/Developers in respect of the Land and/or the Real Estate Project except those disclosed to the Purchaser(s)/Allottee(s).

43. Binding Effect:

Forwarding this Agreement to the Purchaser(s)/Allottee(s) by the Promoters/Developers does not create a binding obligation on the part of the Promoters/Developers or the Purchaser(s)/Allottee(s) until, firstly, the Purchaser(s)/Allottee(s) signs and delivers this Agreement with all the Schedules and Annexes along with the payments due as stipulated in the Payment Plan at Clause 5 above, within 30 (thirty) days from the date of receipt by the Purchaser(s)/Allottee(s) and secondly, appears for registration of the same before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Promoters/Developers. If the Purchaser(s)/Allottee(s)(s) fails to execute and deliver to the Promoters/Developers this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser(s)/Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters/Developers, then the Promoters/Developers shall serve a notice to the Purchaser(s)/Allottee(s) for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser(s)/Allottee(s), application of the Purchaser(s)/Allottee(s) shall be treated as cancelled and all sums deposited by the Purchaser(s)/Allottee(s) in connection therewith including the booking amount shall be returned to the Purchaser(s)/Allottee(s) without any interest or compensation whatsoever. The Purchaser(s)/Allottee(s)/s shall be bound by the terms of this Agreement, Redevelopment Agreement and any other agreements/ documents/ deeds/ writings/ arrangements executed or to be executed between the said Society, the MCGM or any other authority/ies, if any, in future related to this project.

44. Entire Agreement:

This Agreement, along with its schedules and annexes, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/Land/Property/building, as the case may be.

45. Right to Amend:

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

46. Provisions of this Agreement applicable to Purchaser(s)/Allottee(s) and subsequent Purchaser(s)/Allottee(s):

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

47. Severability:

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

48. Method of calculation of proportionate share:

Wherever in this Agreement it is stipulated that the Purchaser(s)/Allottee(s) has to make any payment, in common with other Purchaser(s)/Allottee(s)(s) in Project, the same shall be in proportion to the Rera carpet area of the said Flat to the total Rera carpet area of all the other Flat in the Real Estate Project or the Whole Project or as decided by the said Society, as the case may be.

49. Further Assurances:

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 reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

50. Place of Execution:

The execution of this Agreement shall be complete only upon its execution by the Promoters/Developers through its authorized signatory at the Promoters/Developers office, or at some other place, which may be mutually agreed between the Promoters/Developers and the Purchaser(s)/Allottee(s), in Mumbai. After the Agreement is duly executed by the Purchaser(s)/Allottee(s) and the Promoters/Developers or simultaneously with the execution the said Agreement shall be registered at the office of the Sub- Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

51. Joint Purchaser(s)/Allottee(s):

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

52. Stamp Duty and Registration Charges:

    The charges towards stamp duty fees and registration charges of this Agreement shall be borne by the Purchaser(s)/Allottee(s) alone.

53. Dispute Resolution:

    Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

54. Governing Law:

    This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai, and the Courts of Law in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

SCHEDULE–I

All the piece or parcel of land alongwith structures standing thereon, situated, lying and being at Village Pahadi, Goregaon, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban bearing Survey No. 149, Hissa Nos. 1 and 2 C.T.S. No. 944 and accessed under A/C No. 2402000/0000 with P Ward Nos. 3478 1A, Street Nos. 239/A, Nadiadwala colony no.1, S.V. Road, Malad West, Mumbai – 400064 having net Land/Property Area admeasuring 954.50 sq.mts after deducting road Set-back area handed over to MCGM admeasuring 114.00 sq.mts and thereon shown surrounded by red colour boundary line and bounded as follows: -

On East: – Babuline Complex

On West: – Nadiadwala Colony No. 1 Road

On North: – Babuline Complex

On South: – Nadiadwala Colony No. 1 Chowk and Asha Sadan

SCHEDULE - II

Flat No. ___________ of Rera Carpet area admeasuring ______ sq. meters i.e. _________ sq. feets on _______ Floor along with ______ Car Parking space as shown in the Floor Plan thereof hereto annexed and marked Annexure D and D1 in the Building Known as "NAVLABH RISE"

INWITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seal the day and your first year in about written.

SIGNED SEALED AND DELIVERED)
By the withinnamed)
M/s. Somnath Constructions)
By the hand of its authorised Signatory)
And proprietor respectively)
Mr. Sambhav R Nagda)
Aadhar No.)
Pan No.)
"The Promoters/Developers")

In the Presence of)

1.

2.

SIGNED SEALED AND DELIVERED)

By the withinnamed)

"PURCHASER(S)/ALLOTTEE(S)")

Mr.)

Aadhar No.)

Pan No.)

Mrs.)

Aadhar No.)

Pan No.)

In the Presence of)

1.

2.

****

DATED THIS DAYOF 2020

****

BEWTEEN

M/s. Somnath Constructions

PROMOTERS/DEVELOPERS

AND

Mr.

Mrs

…. PURCHASER / ALLOTTEES

AGREEMENT FOR SALE OF

FLAT NO. ______ ON _______ FLOOR

IN

NAVLABH RISE