DRAFT WITHOUT PREJUDICE

AGREEMENT FOR SALE

This AGREEMENT FOR SALE is made and entered into at Mumbai on this _______ day of ___________ in the Christian Year Two Thousand and Twenty Two.

BETWEEN

YSS CONSTRUCTIONS, a partnership firm incorporated under the Indian Partnership Act, 1932 having their principal office at 506, B-2 Wing, Shubham Center, Cardinal Gracious Road, Chakala, Andheri (East), Mumbai 400 099, hereinafter referred to as **"the Developer"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivors or survivor of them and the heirs, executors, administrators and assigns of the last surviving partner) of the **ONE PART;**

AND

_______________, an adult, Indian Inhabitant, having his/her/their/its correspondence address at _____________________________________ hereinafter called as the "**Purchaser/s**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their respective heirs, executors, administrators and permitted assigns and in case of a partnership firm or Limited Liability Partnership, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors, administrators and permitted assigns of the last survivor and in case of a company its successors and permitted assigns, in case of Hindu Undivided Family (HUF) Karta and all coparceners, members of HUF from time to time, their respective heirs, executors, administrators and permitted assigns, in case of a Public Charitable Trust, all Trustees constituting Trust and the heirs, executors, administrators of surviving Trustees and permitted assigns, in case of Private Trust/Settlement, all Trustees constituting Trust beneficiaries and the heirs, executors, administrators of surviving Trustee and permitted assigns) of the **OTHER PART.**

WHEREAS:

A. In pursuance of an Indenture of Lease dated 19th August 1953, made between The Jogeshwari Co-operative Housing Society Ltd., therein called the "Lessors" of the One Part (hereinafter referred to as "**Jogeshwari Society**") and one Bakula Ambalal Amin, therein called the "Lessee" of the Other Part and registered with Sub-Registrar of Assurances at Bombay under Serial No.4904 of 1953 pages 157 to 164 of Volume no.307 Additional Book No.1, on 23rd November 1953, the Jogeshwari Society demised unto the Lessee the Plot of land bearing No.18 of the estate of the Jogeshwari Society, admeasuring 789 sq. yards equivalent to 660 sq. metres or thereabout (as per property card area admeasuring 618.7 square meters) and more particularly therein described as also in the First Schedule hereunder written (hereinafter referred to as the "**said Property**"), which is shown in Red colour boundary line on the **Plan** annexed hereto and marked as **Annexure "A"** on lease commencing from 25th August 1949 for a term of 994 years as therein mentioned at an yearly rent of Rs.1/- and SUBJECT to the covenants and conditions therein contained and on the part of the Lessee Bakula Ambalal Amin to be observed and performed.

B. By an Assignment dated 4th May 1961, made between Bakula Ambalal Amin through her Constituted Attorney Shri Ramesh Ambalal Amin therein referred to as the Assignors of the one part and Mrs. Shantabai Marhar Borkar and Shri Narhar Dattatraya Borkar therein jointly referred to as the Assignees of the other part and registered with Sub-Registrar of Assurances at Bombay under Serial No. 3070 of 1961 on 4th May 1961, for the consideration mentioned therein, the said Bakula Ambalal Amin inter alia demised and assigned unto the said Smt. Shantabai Narhar Borkar and Shri Narhar Dattatraya Borkar the said Land on the terms and conditions mentioned therein to be observed and performed.

C. By an Agreement dated 24th April 1980, between the said Shantabai Narhar Borkar and Shri Narhar Dattatraya Borkar of one part and Laxmi Builders ("**Laxmi Builders**") of the other part, the Assignors therein have agreed to sell and convey to Laxmi Builders or its Nominee or Nominees by way of Assignment the said Plot bearing No.18 together with the building consisting of flats therein at or for the price of or consideration of Rs.86,000/- (Rupees Eighty Six Thousand only) and inter alia agreed to execute or cause to be executed in favour of the Laxmi Builders or its Nominee or nominees a proper conveyance of the building agreed to be constructed by Laxmi Builders in terms of the said agreement.

D. In pursuance of the terms and conditions set out in the said Agreement dated 24th April 1980, Laxmi Builders has erected and/or carried on additions and alterations to the original building consisting of ground and three upper floors known as "Laxmi building" (hereinafter referred to as the "**Erstwhile Building**") comprising of 13 (thirteen) flats (hereinafter referred to as the "**Erstwhile Flats**"), which have been sold to and purchased by various flat purchasers including the old tenants together with Shantabai Narhar Borkar and Shri Narhar Dattatraya Borkar also being in possession of one flat in the Erstwhile Building, who at the instance of the Laxmi Builders have formed a cooperative Housing Society under the name of "LAXMI CO-OPERATIVE HOUSING SOCIETY LIMITED" (hereinafter referred to as the "**Society**") and same has been registered with the Registrar of Co-operative Societies under No. HSG/H-E/7029 of 1982 under the Maharashtra Cooperative Societies Act of 1925.

E. Vide Deed of Assignment dated 18th February, 1984 registered with Joint Sub-Registrar of Assurances at Mumbai 4 (Bandra) under **Serial No.BND-4/652/1984** on the 4th May 1961, made and executed between Shantabai Narhar Borkar And Shri Narhar Dattatraya Borkar therein referred to as the Assignors of the first part, Laxmi Builders therein referred to as the Confirming Party of the Second Part and the Society herein therein referred to as the Assignee of the third Part, the Assignors therein and Laxmi Builders have transferred and assigned the said Property and Erstwhile Building standing thereon to the Society herein on the terms and conditions mentioned therein.

F. In the circumstances, the Society became the lessee of the said Property for unexpired period of 926 years and owner of the Erstwhile Building standing thereon known as Laxmi Building and the Society is in possession of the said Property.

G. The Society herein is a member of Jogeshwari Society and entitled to 5 fully paid up shares bearing distinctive Nos. 146 to 150 (both inclusive), (hereinafter referred to as the "**Shares**"), under Share Certificate No. 55 issued by Jogeshwari Society pertaining to the said Property.

H. Accordingly the Society called for private tenders and RDB Mumbai Infrastructures Private Limited **("RDB")** submitted its proposal dated 24.02.2017 ("**said Offer**") for redevelopment of the said Property and Erstwhile Building to the Society.

I. The Society and the Members accepted the said Offer of RDB and selected the RDB to redevelop the said Property. Accordingly, in a Special General Meeting of the Society held on 19.03.2017, in the presence of an authorized representative of the Registrar of Co-operative Societies, unanimously passed a resolution for appointment of RDB with respect to redevelopment of the said Property and Erstwhile Building.

J. Thereafter consequentially, the Hon'ble Dy. Registrar of Co-operative Societies, Mumbai of "K/East" Ward, vide its letter dated 29.03.2017, bearing reference no. Mumbai/K-East Ward/Redevelopment/16/968 granted permission to the Society for redeveloping the said Property and Erstwhile Building;

K. Due to various policies issued by MCGM, the enforcement of Development Control and Promotion Regulations for Greater Mumbai, 2034 ("**DCPR 2034**") and Real Estate [Regulation & Development] Act, 2016 ("**RERA"**); and also other factors which affected the feasibility of the redevelopment of the said Property, RDB further submitted its revised Offer dated 19th January, 2021 for redevelopment of the said Property ("**said Revised Offer**"), to the Society. The said Revised Offer was given by RDB based on the area of the said Property (area admeasuring 660 sq. meters) as per last sanctioned building Plans of the Erstwhile Building.

L. RDB vide its letter dated 16.06.2021 nominated partnership firm of the developer (partners whereof are the directors of RDB), being the Developer herein for the purpose of redevelopment of the said Property and Developer herein (has given final offer dated 20/07/2021 to the Society.

M. Vide a letter dated 05.08.2021, Jogeshwari Society (being the owner/lessor of the said Property) granted its permission/consent to the Society for redevelopment of the said Property as per the terms and conditions mentioned therein. A copy of the said letter dated 05.08.2021 annexed and marked as **ANNEXURE "A"** herewith.

N. MCGM has granted Intimation of Disapproval ("**IOD**") on 19.08.2021 under reference No. P- 6694/ 2021/ (168) K/E WARD/ ISMALIA/IOD/1/ NEW . A copy of IOD is annexed hereto and marked as **ANNEXURE "B".**

O. MCGM has granted Commencement Certificate ("**CC**") on 28/06/2022 under reference No. P-6694/2021/(168)K/E WARD/ISMALIA/CC/1/NEW. A copy of CC is annexed hereto and marked as **ANNEXURE "C"**.

P. MCGM has issued concessional report for construction of the building consisting of Stilt (part) plus 1st to 9th upper floors.

Q. By a Development Agreement dated 09/08/2021, duly registered before the Sub-Registrar Office at Andheri -7 vide Serial No. BDR-18/10131/2021 dated 09.08.2021, ("**said Development Agreement**") executed by and between the Society of the First Part, all members of the Second Part, Garage Occupant of the Third Part and YSS Constructions of the Fourth Part, the Society, existing members of the Society and the Garage Occupant granted exclusive development rights in respect of the said Property and Erstwhile Building to the Developer more particularly described in the Schedule thereunder written and same being hereunder written, for the consideration and on the terms and conditions mentioned therein;.

R. The Society had also executed Power of Attorney dated 09/08/2021, **("Power of Attorney")** registered with the Sub-Registrar of Assurances at Andheri – 7 under Serial No. BDR-18/10133/2021 on dated 09.08.2021 in favour of the Developer, to do and perform various acts, deeds, things and matters for re-development of the said Property.

S. As per the Development Agreement, the Developer shall provide 13 new flats to the Members of the Society ("**Members New Premises**") and 50% of car parking spaces in the new building to the Society.

T. In the circumstances aforesaid, the Developer is inter alia entitled to sell and allot and deal with all flats/ premises/units/ parking spaces etc. in the new building (save and except Members New Premises to be given to the Members and 50% parking spaces to be given to the Society as per said Development Agreement) on such terms and conditions as it may deem fit and appropriate sale proceeds thereof.;

U. It is clarified that as per the existing Building Approvals 1780.96 FSI sq. meters built up is permitted to be consumed which forms a part of the development potential of the said Property and the Developer shall from time to time be making applications to MCGM for amendments to the approved plans and for issuance of revised Intimation of Disapproval and further Commencement Certificates such that the entire available development potential of the Property is completely consumed in the course of construction of the new building on the Property and accordingly, the plans for construction of the new building on the Property are subject to further modifications. It is further clarified that in the course of construction of the new building, the Developer shall be consuming on the said Property, Development Rights as per the said Development Agreement and provisions of the DCPR 2034 including but not limited to the following:

i. entire development potential available for consumption on the said Property by way of floor space index (hereinafter referred to as "**the FSI**") emanating from the said Property in the form of base land FSI, which can be consumed free of costs thereon;
ii. entire development potential available for consumption on the said Property by way acquiring of FSI by way of payment of premium to the Government of Maharashtra or any other statutory authorities including but not limited to the Municipal Corporation of Greater Mumbai (hereinafter referred to as the "**MCGM**");
iii. FSI available in respect of the Difference Area and all the benefits, advantages and potentials including TDR and fungible FSI attached thereto;
iv. entire development potential available for consumption on the Property by way of loading TDR on the Property; and
v. entire development potential available for consumption on the said Property by acquiring of compensatory fungible FSI in accordance with Regulation of DCPR 2034.

V. The Developer has thus obtained certain approvals from the concerned local authority in respect of the new building and shall obtain the balance approvals from various authorities from time to time, so as to obtain Occupation Certificate of the said Project;

W. While sanctioning the said plans, concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Property and upon due observance and performance of which only the completion or occupation certificates in respect of the new building shall be granted by the concerned local authority;

X. At the instructions of the Developer, **ADVOCATE PRAKASH JAGTAP** has investigated Society's title to the said Property, Developer's right to develop the said Property, construct building thereon and sell/allot the flats/premises, parking spaces etc. (save and except Members New Premises and 50% of approved Parking Spaces to be provided to the Society). A copy of Report on Title dated 05/06/2022 is annexed hereto and marked as **ANNEXURE "D";**

Y. The Developer have appointed **MR. ARUN KUMAR DUBE** as an architect, registered with the **Council of Architects** and also appointed **MR. FURKHAN PETTIWALA** of '**Frames'** as **Structural Engineers** for preparing structural designs and drawings and specifications of the New Building to be constructed on the said Property.

Z. The Purchaser/s is/are desirous of acquiring a residential premises being flat bearing No. ________ on _________ floor, in New Building to be known as **"YSS SPLENDOUR"** admeasuring ________ sq. fts. carpet area, (as defined by the Real Estate [Regulation & Development] Act, 2016; hereinafter referred to as "**RERA**") (hereinafter referred to as "**the Premises")** and is more particularly described in the **Second Schedule** hereunder written and Premises is more particularly shown delineated on the floor plan bounded by Red Colour line, hereto annexed and marked as **ANNEXURE "E"** in the New Building to be constructed on the said Property on the terms and conditions as set out in this Agreement, Acceding to the aforesaid request of the Purchaser/s, the Developer agrees to allot to the Purchaser/s and the Purchaser/s agree to acquire from the Developer, the Premises for the consideration and on the terms and conditions hereinafter appearing.

AA. The carpet area of the Premises is _______ square meters as per RERA.

BB. Prior to execution of this Agreement the Purchaser/s has demanded inspection from the Developer and the Developer has given inspection to the Purchaser/s of all documents of title relating to the said Property and also the plans, layout, designs and specifications prepared by the Developer's Architects, the certificate of title, revenue records and all other documents as specified under RERA, including the rules and regulations made there under or any other applicable law.

CC. The Purchaser/s, after being fully satisfied about the facts stated hereinbefore and unconditional unfettered and irrevocable right and authority of the Developer to develop the said Property by virtue of the said Development Agreement and permissions/sanctions granted by the MCGM and other statutory authorities, has agreed to purchase the Premises from the Developer and the Developer has agreed to sell the same to the Purchaser/s on the terms and conditions hereinafter set out.

DD. The redevelopment of the said Property ("**Project**") by the Developer has been registered with the Real Estate Regulatory Authority ("**Authority**"), under the provisions of Section 5 of the 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 Authority has duly issued the Certificate of Registration No. _____ dated _______ for the Project and a copy of the RERA Certificate is annexed and marked as **ANNEXURE "F"** hereto.

EE. Under Section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Premises to the Purchaser/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

FF. The Purchaser/s shall lodge this Agreement for registration before the concerned Sub-Registrar for Registration and upon intimation of the same to the Developer and the Developer shall attend the office of Sub-registrar and admit execution thereof so as to get it registered under the provisions of Indian Registration Act, 1908.

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

1. <u>INTERPRETATION</u>

Except where the context requires otherwise, this Agreement will be interpreted as follows:

1.1 The recitals recited hereinabove, annexures and schedules hereto shall form an integral part of this Agreement as if the same are set out and incorporated herein in verbatim;

1.2 Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;

1.3 Words importing the singular shall include plural and vice versa;

1.4 Reference to Recitals, Clauses, Schedules and Annexures are to recitals, clauses, schedules and annexure of this Agreement;

1.5 All words (whether gender-specific or gender neutral) shall be deemed to include each of the masculine, feminine and neutral gender;

1.6 In this Agreement unless there is anything inconsistent with or repugnant to the subject or context (a) singular shall include plural and vice versa;

1.7 The expressions "hereof, "herein" and similar expressions shall be construed as references to this Agreement as a whole and not limited to the particular Clause or provision in which the relevant expression appears;

1.8 References to "Rupees" and “Rs." are references to the lawful currency of India;

1.9 Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to statutory provisions;

1.10 Where the day on or by which anything is to be performed falls on a day, which is not a Business Day, then that thing shall be done on the next Business Day.

2. CONSTRUCTION OF THE BUILDING

The Developer will construct New Building to be known as **“YSS SPLENDOUR”** comprising of stilt (part) + 1st to 9$^{\mathbf{th}}$ upper floors (or such additional floors as may be approved hereafter) (hereinafter referred to as “**the New Building**”) on the said Property and is shown delineated in **RED** colour on the **LAYOUT PLAN** annexed hereto as **ANNEXURE “____”** by utilizing the Total FSI (as defined in the said Development Agreement) and additional FSI/benefits including pro-rata layout FSI, TDR, Fungible FSI and other benefits by whatever name called available in respect of the said Property in accordance with the plans, designs and specifications approved by MCGM and other local authorities from time to time and which have been seen and approved by the Purchaser/s with only such variations and modifications as the Developer may consider necessary or as may be required by the concerned local authority/Government to be made or due to architectural and structural reasons. The Purchaser/s is/are aware that at present building plans in respect of New Building are sanctioned up to _______ upper floors. The Developer will in due course of time, submit amended plans in respect of the New Building so that the additional floors on the New Building will be constructedPROVIDED FURTHER that the Developer is entitled to develop the said Property to the fullest extent by carrying out such additional development and/or alterations and/or additions and/or modifications in the New Building to be constructed on the said Property, more particularly described in the First Schedule hereunder written provided that the Developer shall obtain prior consent in writing of the

Purchaser in respect of the alternation and modification which may adversely affect the said Premises of the Purchaser on the said Property (save and except any alternation or addition required by any government authorities and due change in law).

3. SALE OF PREMISES

3.1 The Developer hereby agrees to sell/allot and the Purchaser/s has agreed to purchase the Premises being the Flat bearing no. ________ admeasuring _______ square feet carpet (as defined by RERA) on the ________ floor, in the new building known as **"YSS SPLENDOUR"** to be constructed on the said Property (hereinafter referred to as the "**Premises**") which Premises is shown on the Floor Plan annexed hereto and marked as **Annexure "____"** and is more particularly described in the **Second Schedule** hereunder written in the New Building to be constructed on the said Property for total consideration of **Rs. ______/- (Rupees __________ only)** exclusive of GST and inclusive of proportionate cost of common area ("**Full Purchase Price**"). The Purchaser expressly agrees that 10% of the Full Purchase Price mentioned hereinabove shall be considered as Earnest amount (hereinafter referred to as **"Earnest Money"**).

3.2 As an amenity provided alongwith the Premises, Owner/Promoter have earmarked for the exclusive use of the Purchaser/s ______ car parking space in stilt /any other arrangement in the New Building known as "YSS SPLENDOUR" (hereinafter referred to as "**Parking Space**"). The Parking Space is provided as an irrevocable amenity without consideration. However, the Purchaser/s will be bound to abide with the rules and regulations as may be framed in regard to the Car Parking by the Owner/Promoter and shall pay such outgoings in respect of the said Car Parking as may be levied by the Society. Further, the Purchaser/s shall not in the future raise any dispute about the suitability of the Car Parking Space as constructed by the Developer.

3.3 The nature, extent and description of the common areas and facilities and restricted areas and facilities are more particularly described in the **THIRD SCHEDULE** hereunder written.

3.4 The amenities to be provided by the Developer in the Premises and in the New Building in which the Premises is situated are those that are set out in **ANNEXURE "___"** annexed hereto. The Purchaser/s confirms that the specifications, fixtures, fittings and amenities mentioned in Annexure "___" hereto are tentative, and are subject to availability of the same. In case of unavailability, the Developer is entitled to give an equivalent product and the Purchaser hereby irrevocably grants his/her/their/its consent to the same.

3.5 The Purchaser/s agrees that the Parking Space, if any, allotted to him/her/them for the exclusive use shall be understood to be together with the Premises and same shall not have independent legal entity detached from the Premises. The Purchaser/s undertakes not to sell/transfer/deal with parking space, if any, independent to the Premises. The Purchaser/s agrees and confirms that Parking Space, if any allotted to him/her/them shall automatically be cancelled in the event of cancellation, surrender, resumption, re-possession etc. of the Premises under provisions of this Agreement.

3.6 The location and other details viz. Car park numbering, etc. if any allotted to the Purchaser/s, shall be intimated within 3 (three) months from the date of handing over possession of the Premises.

3.7 The Purchaser/s accepts that fungible FSI has been utilized in the construction of his/her/their/its Premises.

4 <u>FULL PURCHASE PRICE PAYABLE TO THE DEVELOPER</u>

4.1 The Purchaser/s hereby agrees to pay to the Developer the Full Purchase Price of **Rs. _________/- (Rupees _________________________________ only)** exclusive of GST, other taxes and charges payable to the Developer in the following manner:

a) Rs. _________/- (Rupees ________________ only) (10% of the total consideration) to be paid upon booking of the Premises;

b) Rs. _________/- (Rupees ______________only) (20% of the total consideration) upon **execution** of this Agreement;

c) Rs. _________/- (Rupees ______________ only) (15% of the total consideration) to be paid on or before completion of **plinth** of the New Building in which the Premises is situated.;

d) Rs. _________/- (Rupees _________________ only) (2.5% of the total consideration) to be paid on or before completion of **1st Slab** of the New Building in which the Premises is situated;

e) Rs. _________/- (Rupees ____________________ only) (2.5% of the total consideration) to be paid on or before completion of **2nd slab** of the New Building in which the Premises is situated;

f) Rs. _________/- (Rupees ____________________ only) (2.5% of the total consideration) to be paid on or before completion of **3rd slab** of the New Building in which the Premises is situated;

g) Rs. _________/- (Rupees ___________________ only) (2.5% of the total consideration) to be paid on or before completion of **4th slab** of the New Building in which the Premises is situated;

h) **Rs. _________/- (Rupees __________________ only)** (2.5% of the total consideration) to be paid on or before completion **5th slab** of the New Building in which the Premises is situated;

i)**Rs. _________/- (Rupees ____________________ only)** (2.5% of the total consideration) to be paid on or before completion of **6th slab** of the New Building in which the Premises is situated;

j) **Rs. _________/- (Rupees ________________ only)** (2.5% of the total consideration) to be paid on or before completion of **7th slab** of the New Building in which the Premises is situated;

k) **Rs. _________/- (Rupees ________________ only)** (2.5% of the total consideration) to be paid on completion of **8th slab** of the New Building in which the Premises is situated;

l)**Rs. _________/- (Rupees __________________ only)** (2.5% of the total consideration) to be paid on or before completion of **9th slab** of the New Building in which the Premises is situated;

m) **Rs. _________/- (Rupees _________________ only)** (2.5% of the total consideration)to be paid on or before completion of **10th slab** of the New Building in which the Premises is situated;

n) **Rs. _________/- (Rupees ____________________ only)** (5% of the total consideration) to be paid on completion of the Walls, internal plaster, floorings, doors and windows of the Premises & Plaster of the new building;

o) **Rs. _________/- (Rupees ____________________ only)** (5% of the total consideration) to be paid to the Developer on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the New Building in which the Premises is situated;

p) **Rs. _________/- (Rupees ____________________ only)** (5% of the total consideration) to be paid to the Developer on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the Premises;

q) **Rs. _________/- (Rupees ____________________ only)** (10% of the total consideration) to be paid to the Developer on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, of the New Building in which the Premises is situated;

r) **Rs. _________/- (Rupees __________________only)** (5% of the total consideration) to be paid on possession being offered by the Developer to the Purchaser/s.

4.2 The Purchaser/s hereby acknowledges and agrees that the aforesaid carpet area of the Premises is always subject to a minor variation of up to plus/minus (+/-) 3% of the carpet area, and the Purchaser/s shall not object to the same in any manner whatsoever. If actual carpet area works out to be more or less than 3% then the full purchase price/consideration payable by the Purchaser/s for the Premises shall stand increased/decreased proportionately, subject to a variation cap of 3%. In case of any dispute on the measurement of Carpet Area, the same shall be physically measured after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the Developer which raises the dispute in relation to the measurement of Carpet Area.

4.3 The Full Purchase Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in any taxes, charge or levy which may be increased and/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/s for increase in development charges, taxes, or levies imposed by the competent authorities etc., the Developer will enclose the said notification/order/rule/regulation, published/ issued in that behalf to that effect.

4.4 The Purchaser/s shall make the aforesaid payments in favour of the Developer either by way of cheque/banker's cheque/RTGS/NEFT as under:

a. If by way of cheque or banker's cheque in favour of: "___________ -

b. If by way of RTGS/NEFT:

- **i.** Name of Account Holder : ____________ - Collection Account
- **ii.** Name of Bank: ________ Bank
- **iii.** Name of Branch and Address: _________________
- **iv.** A/c. No.: _________________
- **v.** IFSC Code: ________________

The Purchaser/s shall on making a payment via RTGS/NEFT share with the Developer the UTR Code/Reference No. to identify the payment.

4.5 The time for payment of aforesaid amounts shall be essence of this Agreement. The Developer will inform the Purchaser/s about completion of each stage of the work and the Purchaser/s is/are bound to pay the amounts due for each instalment within 10 (Ten) days of Developer dispatching such intimation by register AD at the address of the Purchaser/s or by email ID as given in these presents. The Developer will keep Certificate of their Architects certifying that the Developer has carried out given item of work and such certificate will be open for inspection by the Purchaser at the office of the Developer and such certificate shall be valid and binding upon the Purchaser/s as well as upon the Bank/Financial Institution from which the Purchaser/s avail financial assistance by whatsoever mean and the Purchaser/s as well as such Bank/Financial Institution agree not to dispute the same in any manner whatsoever.

4.6 The Purchaser/s hereby confirms that the Full Purchase Price payable to the Developer mentioned hereinabove is net amount. In addition to the Full Purchase

Price payable to the Developer, the Purchaser/s shall also pay to the Developer Service tax, VAT, GST or any other charges, taxes or levies, by whatever name it may be called and whether payable by Developer and/or Purchaser/s to the concerned authorities for sale of Premises to the Purchaser/s herein. The Purchaser/s shall also pay all kinds of statutory payments and liabilities (whether payable as per present Law(s) and/or as per future Law(s) including any judicial view, review, interpretation and for reason(s) whatsoever) for sale of the Premises to the Purchaser/s herein. The same shall be paid and/or settled by the Purchaser/s immediately without making the Developer herein liable/responsible for the same in any manner whatsoever.

4.7 The Purchaser/s is/are aware that in accordance with section 194 IA of the Income Tax Act, 1961, TDS has to be deducted @ of 1% of the consideration or such other rate as may be prescribed by Income Tax Authorities from time to time including the amount of taxes, if any, while making any payment to/crediting the account of the Developer under this Agreement. The amount so deducted by the Purchaser is required to be paid to the Income Tax Authorities within the time notified by the Government from time to time. As required under the Income Tax Act, 1961 the amount of TDS deducted shall be paid by the New Purchaser electronically only by using Form No. 26QB. The TDS shall be acknowledged/credited by the Developer, only upon the Purchaser submitting the original TDS Certificate within the time notified by the Government from time to time and the amount of TDS as mentioned in the certificate matches with the data available with the Income Tax Department concerning the tax deducted at source on behalf of the Developer in the prescribed Form No. 26AS of the Developer. The Purchaser further agrees and undertakes that if the Purchaser fails and/or neglects to deduct the tax at source or fails to pay the same after deduction to the Income Tax Authorities, the Purchaser alone shall be deemed to be an Assesse in default in respect of such tax and the Developer shall not be liable for any statutory obligations/liability for non-payment of such TDS.

4.8 The Purchaser/s however agrees that at the time of handing over the possession of the Premises, if any certificate, as contemplated in clause hereinabove is not produced, the Purchaser/s shall pay equivalent amount as interest free deposit with the Developer, which shall be refunded by the Developer on the Purchaser/s producing such certificate within 90 days of possession. Provided further that in case the Purchaser/s fails to produce such certificate within the stipulated period, the Developer shall be entitled to appropriate the said deposit against the receivable from the Purchaser/s.

5 <u>PAYMENT TERMS</u>

5.1 The Purchaser/s agrees to pay to the Developer interest as per State Bank of India highest Marginal Cost of Lending Rate prevailing at the time of respective due date plus 2% per annum on all the amounts, which become due and payable by the Purchaser/s to the Developer under these presents, including towards maintenance charges from the date the said amount becomes due, until actual payment. It is clarified and the Purchaser accords his/her/their/its irrevocable consent to the Developer to appropriate any payment made by him/her/them, notwithstanding any communication to the contrary, in the following manner:

a. Firstly, towards any cheque bounce charges in case of dishonour of cheque.

b. Secondly, towards interest, if any, payable by the Purchaser for delayed payments;

c. Thirdly, towards costs and expenses for enforcement of this Agreement and recovery of the Full Purchase Price Payable to the Developer, dues and taxes payable in respect of the Premises.

d. Fourthly, towards outstanding dues including Full Purchase Price Payable to the Developer in respect of the Premises or under the Agreement.

5.2 The Purchaser/s expressly agrees and undertakes that a cheque issued pursuant to this Agreement is not honoured for any reason whatsoever including but not confined to 'insufficient funds', 'stop payment' or 'account closed' then the Purchaser shall pay to the Developer 2.5 (two point five) per cent of the value of the cheque in question, as Cheque Bouncing Charges to the Developer. If the amount of the dishonoured cheque and the Cheque Bouncing Charge as aforesaid, is not cleared in the first instance, the Cheque Bouncing Charges shall increase by 5 (five) per cent of the value of the dishonoured cheque incrementally for every further instance.

5.3 The Purchaser/s at his/her/their/its sole risk, liability and responsibility, free to obtain finance/housing loan from any financial institution or bank, only for acquiring the Premises by offering his/her/their/its rights in the Premises as security. The "NOC" for offering the Premises as security to be given by the Developer to the Purchaser/s shall be subject to the Developer receiving Full Purchase Price payable to the Developer and all other amounts under this Agreement and in the event of termination of this Agreement for failure of the Purchaser/s to pay full consideration, the NOC shall stand revoked and the Premises shall stand released from the charge/security of bank/financial institution. The repayment of the loans, interest and other charges on such loan shall be the sole responsibility of the Purchaser/s. In the event of non-payment of the loan by the Purchaser/s, the recourse available to the financial institution or bank would be only against the Purchaser/s personally and such recourse shall be available against the Premises only if Consideration payable to the Developer under this Agreement and other amount payable as per these presents is received by the Developer.

5.4 In the event of the Purchaser/s making default in the payment of 3 installment that may become due and payable by the Purchaser to the Developer under this Agreement, (including his/her/their/its proportionate share of taxes and/or other outgoings) on their respective due dates (time being always of essence) and/or in observing and performing any of the terms and conditions of this Agreement, the Developer will be at liberty to terminate this Agreement. PROVIDED ALWAYS that the power of termination hereinbefore contained shall not be exercised by the Developer unless the Developer has given to the Purchaser/s 30 (thirty) days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within the aforesaid notice period of 30 days. PROVIDED FURTHER that upon termination of this Agreement, the Developer shall subject to adjustment and recovery of any amount that may have become due and payable by the Purchaser/s to the Developer as well as the Earnest Money paid by the Purchaser/s and any amount paid to third parties by the Developer on behalf of the Purchaser/s including but not limited to brokerage charges, as agreed amount of liquidated damages (**'Agreed Liquidated Damages'**), refund the balance amount without interest to the Purchaser within 30 business days from the day of execution and registration of Deed of Cancellation. The Developer shall not be liable to pay to the Purchaser/s any interest on the amount so refunded or any other amount or compensation on any ground whatsoever. It is agreed between the Parties, that the Developer shall make such refund by way of cheque, if any, by registered post acknowledgment due at the address mentioned herein, whether encashed by the Purchaser/s or not, will be considered as the payment made by the Developer towards such refund and the liability of the Developer in terms of the said refund shall come to an end forthwith. Further, the Developer shall not be liable to reimburse to the Purchaser/s any Government Charges paid by him/her/them Service Tax, VAT, GST etc. Upon the termination of this agreement, under this clause, the Developer shall be at liberty to sell the Premises to any other person of their choice and at such price and terms & conditions as the Developer may deem fit and the Purchaser shall not object to the same in any manner whatsoever. However, if the Purchaser/s failed and/or neglected to register or cause to be registered the Deed of Cancellation within 30 days from the date of termination, then the Developer shall be entitled to unilaterally register the Deed of Cancellation and the Purchaser has hereby granted absolute right, power and authority in regard thereto. It is also expressly agreed that execution/non-execution of Deed of Cancellation shall not in any manner restrain the Developer from selling, alienating/creating third party right in respect of the Premises to a new Purchaser/Financial institution.

6 FSI, TDR, FUNGIBLE FSI AND DEVELOPMENT POTENTIALITY WITH RESPECT TO THE SAID PROPERTY

The Purchaser/s hereby agrees, accepts and confirms that the Developer is developing the Project (including by utilization of the full development potential as recorded in the said Development Agreement and herein) as depicted in the layout plans, approved plans, proformas, concessions offer/sanction letters of MCGM, concessions and specifications and potentials, benefits, advantages of any nature whatsoever as may be available in respect of the said Property as per terms and conditions mentioned in the said Development Agreement and herein and the Purchaser has agreed to purchase the Premises based on the unfettered and vested rights of the Developer in this regard. As per concession report the Developer will be entitled to consume and load 1780.96 FSI sq. meters built up in respect of the said Property (based on the area of the Property admeasuring 660 sq.meters).

7 POSSESSION

7.1 Subject to Force Majeure Event as defined herein, the Developer endavour to offer possession of the Premises to the Purchaser by **31st day of August 2025**, with an additional grace period of 12 (twelve) months and any further extension as may be applicable pursuant to Force Majeure Event as defined herein (**'Possession Date**) PROVIDED the Developer has received the Full Purchase Price from the Purchaser as per this Agreement and all other amounts payable by the Purchaser to the Developer under these presents. For the purpose of this clause, the Full Purchaser Price Payable to the Developer shall include the interest/penalty payable by the Purchaser to the Developer in accordance with the terms of this Agreement, GST/VAT/Service Tax as well as other amounts payable by the Purchaser/s as provided in this Agreement.

7.2 For the purpose of these presents, "**Force Majeure Event**" shall mean any event or circumstance or combination of events or circumstances set out below that affects the Developer in the performance of his obligations in accordance with the terms of this Agreement:

(i) Any notice , order, rule,notification of the government and and/or other public or competent authority /court;

(ii) war, civil commotion, Act of God.

For the purposes of this clause, a reasonable extension of time will, at least, be equivalent to the aggregate of the period of the subsistence of an event or events stipulated in this clause.

7.3 The Parties agree that if on account of Force Majeure Event, construction is delayed then; the date of handing over possession of the Premises will automatically stand extended to that extent.

7.4 The Purchaser/s shall, within 15 days of receiving intimation from the Developer that the Premises is ready for use and occupation, take possession of the Premises after payment of the Full Purchase Price payable to the Developer as well as all other amounts that are payable under this Agreement to the Developer. The upkeep and maintenance of Premises shall thereafter be the responsibility of the Purchaser, irrespective of whether he/she/they/it chooses to occupy, use or possess the Premises or not. The Purchaser/s further agrees that regardless of whether he/she/they/it takes possession or not, the Purchaser shall be solely liable for any loss or damage that arises from the destruction, deterioration or decrease in value of the Premises, and shall not hold the Developer liable for the same.

7.5 Commencing a fortnight after notice in writing is given to the Purchaser/s that the Premises is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the area of the Premises) of outgoings in respect of the New Building/said Property including local taxes, betterment charges, development charges etc. (by whatever name it is/may be called) lease rent or ground rent payable to Jogeshwari Society or such other taxes, charges or levies by the MCGM and other concerned local authority and/or government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, watchmen, sweepers, and all other expenses necessary and incidental to the management and maintenance of the New Building. The Purchaser shall also be liable to bear and pay proportionate share (i.e. in proportion to the carpet area of the premises) the maintenance and other outgoings in respect of all other common areas, amenities and facilities of the New Building. The Purchaser/s further agrees that till the Purchaser's share is so determined, the Purchaser shall pay to the Developer/Society provisional monthly contribution towards the aforesaid outgoings as per actauls payable at the time of obtaining possession. It is however clarified this amount does not include the proportionate share of Municipal and Other taxes, betterment charges, development charges etc. (by whatever name it is/may be called) lease rent or ground rent payable to Jogeshwari Society or such other taxes, charges or levies by the MCGM, concerned local authority and/or government, which shall be determined by the Developer and duly notified to the Purchaser. The Purchaser/s shall pay an amount equivalent to 6 months provisional contribution as security deposit on or before taking possession of the Premises. The amount deposited by the Purchaser/s shall not carry any interest. The Developer shall be entitled to utilise such amount for the aforesaid purposes in the manner they deem fit and proper. The Purchaser/s shall be liable to pay electricity bill of individual meters separately.

7.6 The Purchaser/s shall, prior to taking possession of the Premises examine and satisfy himself/herself/themselves/itself with the area of the Premises and the said amenities/fixtures. Thereafter, the Purchaser/s shall have no claim against the Developer with respect to the Premises or any other amenities/fixtures of the New Building or any amenities/fixtures alleged not to have been carried out or completed therein or not being in accordance with the plans, specifications and /or this Agreement and/or otherwise.

7.7 Save and except parking space, if any, which may be permitted to be used by the Purchaser/s remaining parking spaces (coming to share of the Developer as per said Development Agreement) are for the Developer and/or purchasers of other flats/premises/tenements etc. from the Developer in the New Building to be constructed on the said Property. The Purchaser/s shall be entitled to use car parking space, if any, allotted to him/her/them only for purpose of parking his/her/their/its own vehicle. The Purchaser/s is/are required to park his/her/their/its Vehicle in the designated parking bay only.

7.8 For the effective management of parking spaces in the New Building and in order to avoid any later disputes, the Developer shall earmark parking spaces of the New Building, for exclusive use thereof by certain acquirers of flats/premises in the New Building depending on availability. The Purchaser/s agrees that the Developer shall be entitled to do such earmarking at its discretion and the Purchaser/s hereby accepts the decisions taken by the Developer in relation to such earmarking of car parking spaces. Notwithstanding what is stated above, the Purchaser acknowledge and understand that a majority of the car parking spaces that will be provided for in the New Building shall be in the form of an automated stack/ stilt/mechanical pit or or any other form of automated or mechanical parking wherein, there may be or may not be any specific identified spot/place which may be earmarked for a particular occupant of premises in the New Building and which shall be designed to minimize the area and/or volume required for parking cars (hereinafter referred to as "**the Mechanical Parking**"). The Purchaser/s is/are aware that such Mechanical Parking involves or may involve operation of one or more automated machine/s for parking and removing cars from the Mechanical Parking system and the same could be time-consuming and the Purchaser/s acknowledge that the Purchaser has no objection to the same. The Purchaser/s is/are aware that such Mechanical Parking may also require a valet system by appointment of qualified drivers and parking operators, for ease of parking and removing of vehicles from the parking slots in the Mechanical Parking system. The Purchaser/s hereby confirm that the Purchaser has no objection to the same and that the Purchaser shall not park his/her/their/its car/s at any other place in the New Building other than specifically designated for the parking of the vehicles of the Purchaser/s. The Purchaser/s hereby agrees and undertakes that the Purchaser/s shall bear the costs and expenses of the maintenance of such Mechanical Parking system or also keep such valet parking facility at his/her/their/its costs for parking or removal of cars from the Mechanical Parking system. The Purchaser/s shall not refuse to bear such costs and/or expenses on the ground of non-utilisation of such Mechanical Parking system or valet parking facility or on any other ground whatsoever and howsoever arising. The Parking charges shall be decided by the Society after the Developer handing over charge of the New Building/ strucuture (if any constructed) to the Society.

7.9 The Purchaser/s shall use the Premises only for the purpose for which it is meant and will not use the same for any other purpose, without obtaining the prior written consent of the Developer/ Society/ MCGM.

8 CONSEQUENCES OF DELAY IN HANDING OVER POSSESSION:

8.1 If the Developer fails or neglects to offer possession of the Premises to the Purchaser/s as stated herein above save and except on account of Force Majeure Event (as defined above) or any reasons beyond their control or as provided in section 18 of the RERA, then the Purchaser shall be entitled to after giving 30 days notice in writing, to terminate this Agreement and thereupon the Developer shall be liable on demand to refund to the Purchaser/s amount already received by them from the Purchaser/s under these presents along with interest at the rate as per State Bank of India highest Marginal Cost of Lending Rate prevailing at the time of respective due date plus 2% per annum annum from the date of the receipt of such amount till payment, against the Purchaser executing and registering requisite deed of cancellation and other documents, writing and submit documents/writing, NOCs given to bank/financial institution including this Agreement with the Developer. Till the entire amount which the Developer has received from the Purchaser under this Agreement along with interest thereon is refunded by the Developer to the Purchaser/s, the same shall, subject to prior encumbrance, if any, will have charge on the Premises. It is agreed that upon refund of the said amount together with interest as stated hereinabove, the Purchaser shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Premises/Parking Space (if any allotted to the

Purchaser by the Developer herein) and/or against the Society/Developer in any manner whatsoever and the Developer shall be entitled to deal with or dispose of the Premises/Parking Space (if any allotted to the Purchaser by the Developer herein) to any person or party as the Developer may desire at its absolute discretion.

9 OTHER CHARGES

9.1 The Purchaser shall pay/deposit with the Developer the following amounts at the time handing over possession of the Premises.

i	Rs.__________/-as Municipal Development charges
ii	Rs.__________/- for water, electric charges/deposit;
iii	Rs.__________/-for legal charges for preparation of this Agreement;
iv	Rs. _____/- towards Infrastructure Cost
v	The entrance fee as well as share application money as per actual;
vi	The Purchaser/s shall also be liable to pay a sum of Rs.____ /- (Rupees ______only) to the Laxmi Society as his/her/their/its contribution towards the Society's fund to be at par with all the existing Members of the Laxmi Society;
vii	The Purchaser shall also pay to the Developer tax, GST or any other tax levied by payable by Developer and/or to the concerned authorities on amounts mentioned above and/or other amounts for sale of Premises to the Purchaser herein.
viii	Rs.__________/- for proportionate share of taxes and other charges/levies for six months.

9.2 All cost, charges and expenses in connection with preparing all other agreements, documents, writings and deeds required to be executed by the Developer as well as the entire professional costs of the Solicitors of the Developer, in preparing and approving all such documents shall be borne and paid proportionately by all the Purchasers and Members of Society in the New Building/Project.

9.3 The amounts payable under clause 9.1 shall be non refundable. The Developer shall maintain a separate account in respect of sums received by them on account of share capital, or towards the outgoings, shall utilize the amounts for the purposes for which they have been received, though the Developer shall also be entitled to adjust the deposits of the Purchaser towards any moneys payable by them to the Developer hereunder. The said amounts shall not carry any interest and shall remain with the Developer.

9.4 Notwithstanding anything contained in this Agreement, the Purchaser/s hereby agrees to regularly and punctually contribute and pay his/her/their/its proportionate share towards any additional and further costs, charges, expenses, Municipal taxes, all other outgoings etc. in respect of the Premises and the amenities provided therewith. The Purchaser/s shall not be entitled to ask for adjustment of the deposit amounts mentioned herein against the expenses, taxes, other outgoings etc. levied by MCGM and local authorities.

10 RIGHTS AND ENTITLEMENT OF THE DEVELOPER

10.1 The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, which may have been and/or may be imposed by the concerned local authority at the time of sanctioning the New Building plans and/or may be imposed at or any time thereafter and obtain Part/Full Occupation Certificate in respect of the New Building. Thereafter the said terms, conditions, stipulations and restrictions shall be observed, performed and complied with by the Society and Purchaser.

10.2 The Developer shall sell/allot and otherwise deal with the balance unsold flats, premises, tenements, car parking, etc. and all other premises intended to be constructed on the said Property with a view ultimately that prospective purchasers of all the flats, premises, tenements in the New Building, additional floors thereon (if any) and any other buildings/ structures (if any) shall be admitted as members of the Society herein, subject to only on sale/allotment of all the unsold flats, premises, tenements, car parking etc. and receipt of all the amounts in respect thereof, and all the amounts payable by such purchasers to the Developer are paid and all the obligations required to be performed by the prospective purchasers are performed.

10.3 The Developer may take financial assistance from any bank and/or other institutions for development of the said Property/New Building/ Project/ the Developer has/may create mortgage/charge over the said Property/New Building/ Project including the Premises and/or the cash flow of Premises to be constructed in order to secure loan/advance that may be lent or advanced by the Bank/Financial Institutions to the Developer. In the event such Bank/Financial Institutions impose any condition that the consideration required to be paid by the Purchaser/s is/are to be deposited in a designated account than upon receipt of intimation from the Developer, the Purchaser/s will make all payments by issuing cheque/pay orders as may be required by such Bank/Financial Institutions. Before offering possession of the Premises and upon receipt of the entire consideration from the Purchaser, it shall be the duty of the Developer to obtain the requisite consent/NOC from such Bank/Financial Institutions releasing the charge in respect of the Premises.

10.4 Developer shall always and at all times have the exclusive, absolute , irrevocable, unconditional and unrestricted right to develop the said Property and shall be entitled to do and carry out, the following:

10.4.1 Notwithstanding anything contained herein, the Developer shall have an exclusive right and the Purchaser hereby consent and confirm that the Developer shall be entitled to utilize and consume Total FSI (as defined in the Development Agreement) on the said Property as per terms and conditions mentioned in the Development Agreement.

10.4.2 The entire construction effected by the Developer by utilising and consuming the Total FSI (save and except the Members New Premises) and potentials that may be available in respect of the said Property shall be the absolute property of and exclusively belong to the Developer, who shall have the right and be entitled to sell, transfer, deal with and/or dispose of the same in any manner whatsoever, to any person/s whomsoever, for such consideration and on such terms, conditions and provisions as the Developer may desire and deem fit and proper in its sole and unfettered discretion.

10.4.3 The Purchaser/s expressly recognizes, confirms, agrees and consents to the Developer rights, benefits and interests as aforesaid and to what is mentioned hereinabove in this clause and the Purchaser, the Society and/or its Members shall not raise any objection or dispute in respect thereof.

10.4.4 The Developer may complete any part, portion or floor of the New Building and obtain part Occupation Certificate and give possession of Premises to the Purchaser/s and the Purchaser/s herein shall not be entitled to raise any objection thereto. Provided further that, the Developer or his agents or contractors shall carry on the remaining work with the Purchaser occupying the Premises, the Purchaser/s 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.

10.4.5 Similarly the Society/Members/purchasers of the flats/premises, car parks etc., in the New Building including Purchaser herein shall have no right, title, interest, claim or demand of any nature whatsoever in respect of the remaining flats/premises/ car parking spaces/ area/FSI/Fungible FSI/TDR/any other benefit that may accrue to the share of the Developer (as recorded in Development Agreement, this Agreement and/or any further documents/deeds etc. that may be executed between the Society and Developer) in any manner whatsoever in respect of the said Property and/or any portion thereof.

10.4.6 Notwithstanding anything contained herein, all other unsold flats, premises, other tenements, car parks etc., forming part of the Free Sale Premises/Developer Premises as per terms and conditions mentioned in the Development Agreement and/or any further documents/deeds etc. that may be executed between the Society and Developer and in this Agreement shall be the sole and absolute property of the Developer even after the charge of the New Building is handed over to the Society by the Developer. Notwithstanding anything contained herein, the Purchaser/s hereby declare and confirm that the Developer shall always be the owner and will have all the rights, title, interest (even after charge of the said Property together with the New Building is handed over to Society by the Developer) in respect of the unsold flats, premises, other tenements, car parks etc. and the Developer will be entitled to deal with and dispose of the same in such manner as the Developer may deem fit. The Society shall, on intimation by the Developer be liable to admit such Purchaser/s as its member without asking any transfer fee or amount, save and except entrance fees, share application money and security deposit for maintenance charge like other Purchaser.

10.5 The Purchaser/s shall have no claim on the New Premises/New Building/ said Property/Project and/or any part thereof and/or any other strucutre/s if any constructed, save and except in respect of the Premises agreed to be sold to the Purchaser in the New Building, all open space lobbies, terraces, staircases etc., will remain the property of the Developer until charge of the New Building is handed over to the Soceity. It is expressly agreed by and between the Parties that the Purchaser shall share the Common areas and facilities provided by the Developer and facilities appurtenant to the Premises with the other purchasers/ Members/ occupants of the New Building/ Property/ Project.

10.6 As may be required by the Adani Electricity Mumbai Limited or Tata Power Company Limited or Maharashtra State Electricity Board or any other authorised electricity providers, a substation room may be provided to such electricity provider in any part of the said Property for supplying electricity to the New Building/ Property/other structure (if any constructed) and the Purchaser hereby grant his/her/their/its irrevocable consent to the Developer for the same. The Developer may be required to and if so required, the Developer shall make the requisite applications to the land owning authority to execute a deed of lease/sub-lease/conveyance in favour of any concerned electricity provider for such area on which the substation room is to be provided as may be required. The Purchaser shall not raise any objection and/or obstruction towards the putting up and construction of the electric substation and its structures and allied constructions, room/s, pipes and boxes, electrical meters, cables, connections and other matters in this connection and shall extend all co-operation and assistance as may, from time to time, be necessary in this respect as per the rules and requirements of the electricity provider.

10.7 The Developer shall have the right to enter into contract with any third party/agency for the purpose of maintenance and upkeeping of the said Property and New Building.

10.8 The Developer shall be entitled to construct New Building and sell/allot flats, premises, other tenements, car parks etc. in New Building and otherwise entitled to deal with and dispose of the same in such manner as the Developer may deem fit proper. Further the Developer will be solely and absolutely entitled to appropriate the sale proceeds/premium/compensation of said flats, premises, units, other tenements, car parks etc. to be constructed in New Building.

10.9 All such new and flats, tenements, units, premises, parking spaces, buildings and structures coming to the share of the Developer as per the terms and conditions recorded in the Development Agreement and in this Agreement shall absolutely and exclusively belong to the Developer and neither the Purchaser herein nor the Society and/or its Members shall have or claim any rights, title, benefits or interest whatsoever in respect thereof and the Developer shall be entitled to deal with, sell, let or otherwise dispose off and transfer the same in any manner to any person/party of his choice, for such consideration and on such terms and conditions as he may in his sole and absolute discretion deem fit and proper and neither the Purchaser nor Society and/or its Members shall raise any dispute or objection thereto. On the Developer intimating to the Soceity the name or names of the purchaser/s or acquirer/s of such unsold units, flat, premises, etc., the Soceity shall forthwith accept and admit such purchaser/s and acquirer/s as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same and without charging/recovering from them any premium, fees, donation or any other amount of whatsoever nature in respect thereof.

10.10 The Developer shall not be liable to bear or pay any amount by way of contribution like out-goings, deposits, transfer fees, non-occupancy charges, donation, premium or otherwise howsoever to the Society, in respect of any unsold/un-allotted flats/premises/units or parking spaces in the New Building/Project/Property/ out of their respective shares, save and except the rents, rates, taxes, cess and assessments payable to the MCGM/Corporation and other Government, local or public or private bodies and authorities in respect thereof. The Developer will be entitled to apply for and obtain reduction in and refund of the municipal and other taxes, cess, assessments and levies on account of the vacancy of the un-allotted/unsold flats, premises, units, car parking spaces, etc. if Developer is liable to pay or have paid the same in respect of the flats/premises and/or parking places which are not allotted, sold and disposed off. If any refund of any such taxes, cesses, assessments or other levies made by the MCGM or any other Government, local or public body or authority is received by the Society in respect of such unsold or un-allotted flats/premises/units and/or car parking spaces, then the Society shall forthwith and without making any claim or demand or raising any objection or dispute whatsoever in respect thereof, pay over the same to Developer, whether Developer has demanded the same or not.

10.11 Until the management of the New Building and any other building/structures (if any) is/are handed over to the Society herein, the Developer shall at all times have the sole control and authority in respect of all the matters concerning the said Property and the New Building and further constructions and completion thereof and in particular the Developer shall have absolute authority and control as regards the unsold flats, tenements, premises, parking spaces etc. and the disposal thereof and also the entitlement of any further FSI, floating rights, and benefits in respect of the said Property as per the terms and conditions mentioned in the Development Agreement and/or any other writings, deeds, documents if any executed between the Society and Developer and this Agreement. The Developer will also control the management of the New Building and any other building/structures (if any) and realization of all expansion and disbursement of payment to be made by the Purchaser and other prospective purchasers of unsold flats, tenements, premises, parking spaces etc. in the New Building and any other buildings/structures (if any) and the Purchaser and other prospective purchasers of unsold flats, tenements, premises, parking spaces etc. will not raise any objection to the aforesaid right of the Developer. The Developer shall always be entitled to let, sub-let or give on leave and licence or otherwise to persons or parties of his choice or to use any of the unsold flats, tenements, premises, parking spaces etc. but the Developer shall be liable to pay all rates, taxes and outgoings in respect of any unsold flats, tenements, premises, parking spaces etc. which may be used by the Developer or let, sub-let or given on leave and licence or otherwise by the Developer. In the event the Developer handover charge of the New Building and any other building/structures (if any) before period for which the amounts under clause 9.1 (B) are collected towards maintainance charges and municipal taxes, then the Developer shall refund to the Society the amounts collected towards maintainance charges and municipal taxes if any balance for such remaining period.

10.12 Notwithstanding anything contained herein, the Developer and/or his Purchasers shall not be liable or required to pay any transfer fees/charges and/or any amount, compensation whatsoever to the Society for the sale or transfer of the unsold flats, premises, tenements, etc. in the New Building and/or and any other buildings/structures (if any) constructed on the said Property even after the handing over charge of the New Building and any other buildings/structures (if any) to the Society.

11 DECLARATION, REPRESENTATION, CONFIRMATION AND OBLIGATION OF THE PURCHASER

11.1 The Purchaser/s for himself/herself/themselves/itself with an intention to bring all persons unto whomsoever hands the Premises may come, doth hereby represent to the Developer as follows:

a. That he/she/they/it has independently investigated and conducted due diligence and has satisfied himself/herself/themselves/itself in respect of the title of the said Property, after being given complete inspection of all documents relating to title of the said Property, New Building/Project, including sufficient time to go through this Agreement and all other ancillary documents.

b. That he/she/they/it waives his/her/their/its right to raise any questions or objections to the title of the Developer to develop the New Building/ Property/ Project and to construct the New Building/ Project and other structures if any constructed on the said Property and Premises, considering all the queries have been sufficiently answered/satisfied by the Developer.

c. That he/she/they/it has entered into these presents after understanding and accepting the terms mentioned herein after taking advice of professionals and well-wishers, if required, and shall not subsequently raise any grievance with respect to any clauses contained herein.

11.2 The Purchaser/s for himself/herself/themselves/itself with intention to bring all persons unto whomsoever hands the Premises may come, doth hereby covenant with the Developer as follows:

a. To maintain the Premises at his/her/their/its own cost in good tenantable repair and condition from the date on which the New Purchaser is/are permitted by the Developer to use the Premises and carry out at his/her/their/its own costs all internal repairs to the Premises and maintain the Premises in the same condition, state and order in which it was delivered by the Developer to the Purchaser and not do or suffer to be done anything in or to the New Building, in which the Premises is situated, staircase common areas or any passages which may be against the rules, regulations or byelaws of the Society, terms and conditions of Indenture, concerned local or any other public authority or change/alter or make addition in or to the New Building in which the Premises is situated or to the Premises itself or any part thereof and in the event the Purchaser commit any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and also pay any penal charges levied by the authorities.

b. Not to store anything in the refuge area nor store any goods in the Premises which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the New Building in which the Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the New Building in which the Premises is situated and in case any damage caused to the New Building in which the Premises is situated on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach and shall repair the same at his/her/their/its own costs.

c. Not to demolish or cause to be demolished the Premises or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Premises or any part thereof and keep the portion, sewers, drains, pipes in the Premises and appurtenances thereto in good tenantable repair and condition and in particular so as to support, shelter and protect other parts of the New Building/Project/Property in which the Premises is situated.

d. Not to make any alteration in the elevation and outside colour scheme of paint and glass of the New Building in which the Premises is situated and not cover/enclose the planters and service ducts or any of the projections from and/or within the Premises, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural changes in the Premises without the prior written permission of the Developer/ Society. Breach of any of these conditions shall cause this Agreement, ipso facto, to come to an end.

e. Not to affix any fixtures or grills on the exterior of the New Building for the purposes of drying clothes or for any other purpose and undertake/s not to have any laundry drying outside the Premises. The Purchaser/s shall fix the grills on the inside of the windows only. The standard design for the same shall be obtained by the Purchaser/s from the Developer and the Purchaser/s undertake/s not to fix any grill having a design other than the standard design approved by the Developer.

f. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the New Building in which the Premises is situate or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.

g. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Premises into the compound or the refuge floor or any portion of the said Property and the New Building in which the Premises is situated.

h. To bear and pay increase in local taxes, property taxes, water charges, insurance and such other levies, if any, which are imposed by MCGM, the concerned local authority and/or Government and/or other public authority from time to time.

i. To observe and perform all the rules and regulations and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the New Building and the Premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the Society, concerned local authority and of government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the Premises in the New Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

j. Not to at any time cause or permit any public or private nuisance in or upon the Premises, the New Building or the said Property or any part thereof or do anything which shall cause an annoyance, inconveniences, suffering, hardship or disturbance to other occupants/ purchasers / members or to the Developer.

k. Not to discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any waste including but not limited to pollutants into the surface or other drains or in or upon any part of the Premises and/or the New Building nor litter or permit any littering in the common areas in or around the Premises and/or the New Building and at the Purchaser's own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the Premises and/or the

New Building to the requirement and satisfaction of the Developer and/or relevant government and statutory authorities.

l. Not to do either by himself/herself/themselves/itself or any person claiming through the Purchaser anything which may or is likely to endanger or damage the New Building or any part thereof, the fencing, saplings and the installations for providing facilities in the New Building. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewerage line, water line, compound gate, or any other facility provided in the New Building and any other buildings/structures (if any).

m. Not to display at any place in the New 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 New Building or common area therein or in any other place in the said Property or on the window, doors and corridors of the New Building.

n. Not to affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the New Building or the exterior wall of the Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, or any other thing whatsoever save and except a board showing the name of the Purchaser/s in such places only as shall have been previously approved in writing by the Developer in accordance with such manner and position and standard design laid down by the Developer.

o. Not to do or permit or suffer to be done anything in or upon the Premises or any part of the New Building which is or may, or which in the opinion of the Developer and Society is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of other occupants/ purchasers/members of adjoining premises or the neighbourhood premises, provided always that the Developer shall not be responsible to the Purchaser for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by other occupants/ purchasers/ members of the adjoining premises of the New Building and any other buildings/structures (if any) and the Purchaser shall not hold the Developer liable for the same..

p. Not to obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the Premises or in or on the common stairways, refuge areas, corridors and passageways in and of the New Building or any portion thereof;

q. To abide by all rules and regulations framed by the Developer or by the Society, for the purposes of maintenance and up-keep of the New Building and any other buildings/structures (if any).

r. To abide by all the terms and conditions of the Lease Deed dated 18th February, 1984.

s. Not to demand partition of the Purchaser/s interest in the New Building/ Property/Project, it being expressly agreed, understood and confirmed by the Purchaser that the Purchaser's interest therein is impartible and not to demand any sub-division of the New Building/Property or any part thereof and/or formation of any other society or organization.

t. The Purchaser/s shall not let, sub-let, transfer, assign or part with the Premises, interest or benefit of this Agreement or part with the possession and/or personal license, as the case may be, of the Premises until all the amount payable by the Purchaser/s to the Developer under this Agreement are fully paid up and only if the Purchaser/s has/had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Developer has permitted in writing to the Purchaser in that behalf.

u. The Purchaser/s shall permit the Developer, his surveyors and/or agents with and without workmen and others at all reasonable times to enter upon the Premises or any part thereof for the purpose of repairing any part of the New Building and/or cables, water covers, fittings, wires, structures and other conveniences belonging to or serving or used for the New Building/Property/Project and also for the purpose of laying down, maintaining, repairing and testing drainage, gas and water pipes and electric wires and/or for any other purpose, until handing over charge of the New Building to Society.

v. The Purchaser/s hereby agrees that in the event any amount is payable by way of premium to the MCGM/Municipality and/or to the State Government and/or any other authorities towards betterment charges or development charges or any other tax/charge/levy including but not limited to Infrastructure charges or payment of a similar nature becoming payable by the Developer in respect of the New Building/ Property/ Project, the Purchaser/s shall reimburse to the Developer such amount in proportion to the area of the Premises agreed to be purchased by the Purchaser. The decision of the Developer determining such proportion shall be conclusive and binding upon the Purchaser/s.

w. The Purchaser/s shall indemnify and keep indemnified the Developer and hold the Developer harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Developer directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Developer under this Agreement; (b) any breach and/or default by the Purchaser in the performance of any and/or all of his/her/their/its obligations under this Agreement; (c) damages to any Property howsoever arising related to the use and/or occupation of the Premises and directly or indirectly as a result of the negligence, act and/or omission of the Purchaser or his/her/their/its agents, servants, tenants, guests, invitees and/or any person or entity under his control; and (d) Purchaser's non-compliance with any of the restrictions regarding the use and/or occupation of the Premises.

11.3 The Purchaser/s has assured further that this Agreement is subject to the following covenant made by the Purchaser:

a. The Purchaser/s has not been adjudicated as insolvent/bankrupt and/or to be wound up or any such proceedings are not pending against the Purchaser to the best of his/her/their/its knowledge or belief;

b. No receiver and/or assignee and/or liquidator is appointed in relation to any of the Purchaser's assets/properties; and

c. None of the Purchaser's assets are subject matter of any attachment and/or the Purchaser has not been served with any notice and/or no proceedings in regard of the aforesaid are pending wherein the Purchaser is a defending party.

11.4 The Purchaser/s hereby confirms that:

a. The Developer has informed the Purchaser/s that the Developer has availed the benefit of 50% reduction in premium facility. The Purchaser/s hereby declares and confirms that the Developer has paid the entire stamp duty amount on behalf of the Purchaser and the Purchaser has accordingly benefited from the aforesaid scheme. The Purchaser hereby agrees and undertakes to submit the certificate to the effect that aforesaid stamp duty has been paid by the Developer.

b. The Purchaser/s clearly and unequivocally confirm/s that in case of remittances related to the Consideration and/or all other amounts payable under this Agreement for the said Premises are made by non-resident/foreign national/s of Indian origin, it shall be the sole responsibility of the Purchaser/s to comply with the Provisions of the Foreign Exchange Management Act, 1999 ("**FEMA**") or statutory enactments or amendments thereof and the rules and regulations there under and/or any other relevant laws including that of remittance of payments, acquisition/sale or transfer of immovable property/ies in India and provide the Developer with such permissions/approvals/no objections to enable the Developer to fulfill its obligations under this Agreement. Any implications arising out of any default by the Purchaser shall be the sole responsibility of the Purchaser. The Developer accepts no responsibility in this regard and the Purchaser shall keep the Developer fully indemnified for any harm, injury or loss caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate in writing to the Developer immediately and comply with all the necessary formalities, if any, under the Relevant Laws.

c. The Purchaser/s hereby declares, agrees and confirms that monies paid/payable by the Purchaser under this Agreement towards the said Premises is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or other amended from time to time (collectively "**Anti Money Laundering**").

d. The Purchaser/s further declares and authorizes the Developer to give personal information of the Purchaser to any statutory authority as may be required from time to time. The Purchaser further affirms that the information/details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their knowledge.

e. The Purchaser/s further agrees and confirms that in case the Developer becomes aware and/or in case the Developer is notified by the statutory authorities of any instance of violation of Anti-Money Laundering, then the Developer shall at its sole discretion be entitled to cancel/terminate this Agreement of Sale. Upon such termination the Purchaser shall not have any right, title or interest in the Premises, neither have any claim/demand against the Developer, which the Purchaser hereby unequivocally agrees and confirms. In the event of such cancellation/termination, the monies paid by the Purchaser shall be refunded by the Developer to the Purchaser in accordance with the terms of this Agreement for Sale.

11.5 The Purchaser/s confirms having received from the Developer full, free and complete inspection of documents of title, plans, and all other particulars in respect of the said Property/New Building/Project. The Purchaser further confirms that he/she/they/it has entered into this Agreement after inspecting and verifying the aforesaid documents and after duly satisfying himself/herself/themselves/itself about the nature of title, plans, details and all other information relating to the New Building/Property/Project and the Premises. The Purchaser confirms that notwithstanding anything mentioned in any advertisement, publicity, brochure or any other material that might have been previously issued by the Developer and/or his brokers/marketing agents, the only amenities and facilities that has been agreed to be provided by the Developer in the Premises and/or the New Building/ Property/ Project is as set out in Annexure '___' herein and the Purchaser/s has agreed to purchase the Premises on that basis only. The Purchaser hereby agrees and undertakes not to make any claim on the basis of any such previous advertisement, publicity, brochure or any other material.

11.6 If after the date on which the Purchaser/s has/have taken possession of the Premises, any damage of whatsoever nature is caused to the Premises, neither the Developer nor the Society nor its contractor will be held responsible for the cost of reinstating or repairing the same and that Purchaser alone will be responsible for the same.

11.7 The Purchaser/s hereby declares and confirms that:

(a) Society is the lessee of the said Property and New Building to be constructed on the said Property shall vest with the Society and the Developer has informed the Purchaser that a new Co-operative Society or Condominium or other incorporate body will not be formed but that the Purchaser herein and other prospective purchasers shall be bound to become member of the Society herein and that the Society shall at all times in future remain lessee of the said

Property and entitled to the Shares and all benefits attached thereto as member of Jogeshwari Society;

(b) The Purchaser/s has read and understood the Bye-laws of the Society and has agreed to abide by them;

(c) The Purchaser/s is aware that a new Co-operative Society or Condominium or other Body will not be formed and that no Deed of Conveyance or Deed of Assignment or other Transfer Documents will be executed in favour of the Purchaser and that the Purchaser will become member of the Society in accordance with bye-laws, provisions of the Maharashtra Co-operative Societies Act, 1960, and the Maharashtra Co-operative Societies Rules, 1961 and Society shall at all times remain the lessee of the said Property;

(d) It is agreed and confirmed that on completion of the entire redevelopment of the said Property and construction of the New Building and/or additional floors and/or additional wings and/or additional structure/s and/or building/s and on sale of all the flats and premises and allotment of all the Members New Premises to the Members of the Society, and on handing over possession thereof to the purchasers thereof and on receipt of all the amounts including balance consideration amount from the prospetive purchasers by the Developer from the Purchaser herein and all the purchasers of the flats, premises etc. being admitted as members of the Society, the said Property and New Building will vest with the Society.

(e) On completion of the New Building and obtaining occupation certificate thereof, on sale of all the flats and premises and allotment of all the Members New Premises to the Members of the Society, and on handing over possession thereof to the purchasers thereof and on receipt of all the amounts including Full Purchase Price by the Developer from the Purchaser herein and all the purchasers of the flats, premises, parking spaces etc. the Developer shall cause the Society to admit the Purchaser as member/s of the Society subject to the Purchaser agreeing to abide by the rules, regulations and bye laws of the Society. The Purchaser/s shall sign and execute the application for the membership and other papers and documents and make payment for the same which is necessary to becoming member/s and return the same to the Developer within 15 days from the date forwarded by the Developer to the Purchaser, so as to enable the Society to enrol the Purchaser as member/s of the Society.

11.8 The Purchaser/s agrees and confirms that:

a. That the New Building under reference is deficient in open spaces and

MCGM and Developer will not be held liable for the same in future.

b. That the Purchaser/s agrees for no objection for the neighborhood development with deficient open space in future.

c. That the condition for inadequate manoeuvring space of car parking and no complaint to M.C.G.M and Developer in this regard will made in future.

d. The Developer is utilizing fungible FSI for construction of New Building.

e. That the dry and wet garbage shall be separated and the wet garbage shall be generated and shall be treated separately on the same plot by residents/occupants of the said Building in the jurisdiction of MCGM.

f. That the Purchaser/s will be abide by all the conditions mentioned in the Registered undertaking submitted by the Developer to MCGM.

12 OTHER TERMS

12.1 Defect Liability

If within a period of five years from the date of occupation certificate or handing over possession of the Premises to the Purchaser, whichever is earlier, the Purchaser/s brings to the notice of the Developer any structural defect in the Premises or in the New Building, any defects on account of workmanship, quality, then wherever possible such defects shall be rectified by the Developer at their own cost and in case it is not possible to rectify such defects then the Purchaser/s shall be entitled to receive from the Developer reasonable compensation for such defect. However, if the Purchaser/s carries out any alteration or addition or change in the Premises without obtaining prior written permission of the Developer, Society and of the concerned authorities wherever required, then, in that case the liability of the Developer shall come to an end and the Purchaser alone shall be responsible to rectify such defect or change at his/her/their/its own cost. The Purchaser/s hereby agrees and undertakes that the Purchaser/s shall not carry out any alterations of whatsoever nature in the Premises or any structures related to the common areas and amenities of the Project which shall include but not be limited to columns, beams etc. or in the fittings therein, in particular. It is hereby agreed that the Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connection or any erection or alteration in the bedroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out by the Purchaser and which result in any defect, then the defect liability-obligation of the Developer shall automatically become void and shall not be binding on the Developer and all consequences relating to such defect and remedying thereof shall be to the account of the Purchaser/s. The word defect here means only the manufacturing and workmanship defect’s caused on account of willful neglect on the part of the Developer, and shall not mean defect/s caused by normal wear and tear and by negligent use of said Premises by the Purchaser /occupants, vagaries of nature etc.

12.2 The Purchaser/s shall ensure while, carrying out any work in the Premises that the water proofing treatment given by the Developer in the toilet, kitchen or any other area is not damaged. If while carrying out the work, the water proof base coat is damaged or any defect occurs and as a result thereof water is leaked into the flat/premises adjoining or below the Purchaser's Premises and/or in any other flat/premises, then the Purchaser/s alone shall be responsible to rectify such defects at his/her/their/its own cost immediately after receiving communication from the Developer and/or from the Purchaser of the flat/premises in whose flat/premises there is leakage. If the Purchaser fails to carry out the said work within a period of seven days from the date of receiving communication about the leakage, the Developer and/or purchaser of the flat/premises in whose flat there is a leakage shall be entitled to enter the Premises of the Purchaser and rectify the defect entirely at the costs of the Purchaser.

12.3 It shall be the responsibility of the Purchaser/s to maintain his/her/their Premises in a proper manner and take all due care needed including but not limiting of the joints in the tiles in his/her/their Premises being regularly filled with white polymer/epoxy to prevent water seepage.

12.4 Further where the manufacturer warranty as shown by the Developer to the Purchaser ends before the defects liability period, and if the annual maintenance contracts (to the manufacturer or the AMC provider as decided by the Developer) are not done/renewed by the Society, the Developer shall not be responsible for any defects occurring due to the same.

12.5 The project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors manufacturers that all equipment’s, fixtures and fitting shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats/premises/units and the common project amenities wherever applicable.

12.6 The Purchaser/s has been made aware and that the Purchaser expressly agrees that the regular wear and tear of the Premises/units/flats/ New Building includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature, the same shall not amount to structural defects and hence the same shall not be attributed to either bad workmanship or structural defect.

12.7 The New Building shall always be known as "**YSS SPLENDOUR "** and the name will not be changed at any time without prior written consent of the Developer.

12.8 Any delay tolerance or indulgence shown by the Developer in enforcing 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 prejudice the rights of the Developer.

12.9 It is expressly agreed by and between the Purchaser and the Developer that all and/or any notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent either by email or post to the Purchaser Under Certificate of Posting or have them delivered at:

NAME **:**

PHONE **:**
EMAIL **:**

ADDRESS **:**

And to the Developer if sent either by email or post by the New Purchaser Register AD or have them delivered at:

NAME **:** **YSS Constructions**

EMAIL **:**

ADDRESS **:** 506, 5th Floor, Shubham Center, B-2 Wing,
Cardinal Gracious Road, Chakala,
Andheri (East), Mumbai- 400 099.

The Purchaser/s and Developer agree to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Purchaser/s or the Developer as the case may be.

12.10 The Purchaser/s hereby agrees that in case there are joint-purchasers, all communications shall be sent by the Developer to the purchaser whose name appears first and at the address given by him/her/them which shall for all intents and purposes to consider as properly served on all the Purchaser/s.

12.11 The Purchaser/s hereby declares that he/she/they/it has gone through this Agreement and all the documents related to the New Building/Project/ Property and the Premises and has expressly understood the contents, terms and conditions of the same and Purchaser/s after being fully satisfied has entered into this Agreement.

12.12 Nothing contained in these presents shall be construed to confer upon the Purchaser any right, or interest of any kind whatsoever into or over the Premises or any part or portion thereof, the same to take place only upon receipt of Consideration payable to the Developer and all other amounts payable by the Purchaser hereunder and on completion of the Project and the Purchaser being admitted to the Organisation as the case may be.

12.13 Notwithstanding anything contrary to what is contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in future by the Developer) and notwithstanding the Developer giving any no objection/permission for mortgaging the Premises or creating any charge or lien on the Premises and notwithstanding the mortgages/charges/lien of or on the Premises, the Developer shall have first and exclusive charge on the Premises and all the right, title and interest of the Purchaser under this Agreement for recovery of any amount due and payable by the Purchaser to the Developer under this Agreement or otherwise.

12.14 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment of the Premises or New Building/ Property/Project and/or any other buildings/ structures or any part thereof. The Purchaser shall have no claim, save and except in respect of the Premises hereby agreed to be constructed for him/her/them and all open spaces, parking spaces, lobbies, stair-cases, terraces, recreation spaces, etc. will remain the property of the Developer till handing over charge of the New Building to Society subject to the terms and conditions recorded herein.

12.15 Nothing contained hereinabove shall apply to any disclosure of Confidential Information if:-

a. such disclosure is required by law or requested by any statutory or regulatory or judicial/quasi-judicial authority or recognized self-regulating Organization or other recognized investment exchange having jurisdiction over the Parties; or

b. such disclosure is required in connection with any litigation; or

c. such information has entered the public domain other than by a breach of the Agreement.

12.16 If any provision of this Agreement shall be determined to be void or unenforceable under RERA or the rules and regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to RERA or the rules and regulations made there under 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.

13 ENTIRE AGREEMENT

13.1 This Agreement sets forth the entire agreement and understanding between the Purchaser/s and the Developer and supersedes, cancels and/or merges:

a. All agreements, letter of allotment, negotiations, commitments, writings etc. between the Purchaser/s and the Developer prior to the date of execution of this agreement;

b. All the representation, warranties, commitments, etc. made by the Developer in any documents, brochure, hoarding, etc. and/or through on any other medium; and

c. The Developer shall not be bound by any such agreement, negotiations, commitments, writings, discussions, representations, warranties etc. and/or compliance thereof other than expressly agreed by the Developer under this Agreement.

14 STAMP DUTY AND REGISTRATION

14.1 The Stamp Duty and Registration Charges on this Agreement shall be borne and paid Stamp by the Developer. The Purchaser/s shall immediately after the execution of this Agreement but not later than four months from the date of execution of these presents, lodge the same for registration with the Sub-Registrar of Assurances in accordance with the provisions of law in force relating to registration of documents and inform the Developer, the number and the day on which the same is lodged, sufficiently in advance to enable the Developer and Society within reasonable time thereafter to attend the office of the Sub-Registrar of Assurance and admit execution thereof at the costs and risks of the Purchaser/s.

14.2 All costs, charges and expenses for preparing, engrossing, stamping and registering all the agreements or any other document or documents or deeds, if any, required to be executed by the Developer in favour of the Purchaser/s and/or Society and/or stamp duty payable on the documents/writing/ deeds etc. including stamp duty, registration charges etc., payable in respect of such documents, as well as the entire professional costs of the attorneys of the Developer for preparing and approving all such documents, deeds, writings etc. shall be borne and paid by the Purchaser/s herein alongwith the Society/Members of the Society as aforesaid and/or proportionately by all the holders of the flats, premises etc., in the New Building and any other buildings/structures (if any). The Developer shall not be liable to contribute anything towards such expenses.

15 PERMANENT ACCOUNT NUMBER OF THE PARTIES

The Permanent Account Numbers of the Parties hereto are as under:

Name	**Permanent A/c No.**
YSS CONSTRUCTIONS	
PURCHSER	

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

THE FIRST SCHEDULE ABOVE REFERRED TO:

("Description of the said Property")

All that piece and parcel of land or ground bearing Plot No. 18 and C.T.S No. 168 of Ismaliya Village, area admeasuring 660 square meters as per last approved plans and Lease Deed (area admeasuring 618.7 square meters as per property card), in the Registration District and Sub-District of Mumbai City and Suburban situated at Jogeshwari (East), Mumbai- 400 060 together with the Existing Building standing thereon known as Laxmi and bounded as follows:-

On or towards West : By Railway Boundary
On or towards South : By CTS No - 167
On or towards North : By 9.15 mtr Road
On or towards East : By CTS 172

THE SECOND SCHEDULE ABOVE REFERRED TO :

(PREMISES)

Flat being no. ________ admeasuring ________ square feet carpet on the ________ floor, (which flat is shown on the Floor Plan annexed hereto and marked as **Annexure "___"**) in the New Building to be constructed on the Property described in the First Schedule hereabove written.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Being description of the Common Areas and Facilities)

1. **Common Areas and Facilities**:

    a) Entrance lobby and foyer of the New Building;

    b) Compound of the New Building, i.e. the open area appurtenant to the built-up area of the New Building, but excluding stilt/stack parking or any other form of parking in the compound allotted/to be allotted to the respective flat/premises purchaser/s;

    c) Staircase landing and main landing.

    d) Corridors.

    e) Common electric meter for common lights and services.

    f) 2 (Two) elevators.

    g) Society's office and Security cabin toilet and bath facilities if any.

    h) Electric substation if any.

    i) Fire fighting equipment and means to access thereto.

    j) Lift machine room if any .

    k) Overhead water tanks located on topmost floor of the building means of access thereto along the main stair-case of the building and along the lifts to be provided in the New Building.

    l) Drainage, storm water drain, electric sub-station if constructed, electrical poles, watch-man cabin, underground tank (with pumping rooms and other pumping arrangement).

    m) Refuge area, if any.

    n) Common terrace above the top floor of the New Building.

    o) Open spaces around the New Building.

2. **Limited Common Areas and Facilities**:-

    a) Landing in front of the stairs and lift on the floor on which the particular flat/premises is located, as a means of access to the flat/premises but not for the purpose of storing or as a recreation area, or for residence or for sleeping.

    b) This landing is limited for the use of the residents of the flats/premises located on that particular floor and for visitors thereto, but is subject to means of access for reaching the other floors, available to all residents and visitors.

SIGNED, SEALED AND DELIVERED by)
the within named "**DEVELOPER**")
YSS Constructions **)**
through its partner)

Mr. Kiran Poonamchand Mali)

Affix photo	For YSS Constructions Partner	Affix left thumb impression

SIGNED, SEALED AND DELIVERED by)

the within named "**PURCHASER**")

____)

Affix photo	Affix left thumb impression

IN THE PRESENCE OF

1)

2)