

AGREEMENT FOR SALE

THIS AGREEMENT made at Mumbai this ____ day of _____ 202__ between **Mahendra Ravjibhai Makwana** of Mumbai Indian inhabitant having his address at Hem Kunj Vallabh Baug Lane Ghatkopar (East) Mumbai 400 077 hereinafter referred to as the '**Promoter**' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs executors and administrators) of the one part and Mr/Mrs/Messrs _____ of _____ Indian Inhabitant(s)/a partnership registered under the Indian Partnership Act 1932/a limited liability partnership registered under the Limited Liability Partnership Act 2008/a Hindu Undivided Family/a limited liability company registered under the Companies Act 2013 having his/her/their/its address at _____ hereinafter referred to as the '**Purchaser**' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs executors and administrators and assigns/the partners for the time being of the partnership their survivors or survivor and the heirs executors and administrators of such last survivor/the members for the time being of the Hindu Undivided Family and the heirs executors and administrators of the last surviving member/ its successors and assigns) of the other part

W H E R E A S:

I FLOW OF TITLE:

- a By a Deed of Conveyance dated 18th August 1951 registered under no BOM/4392 of 1951 on 23rd November 1951 with the Sub-Registrar at Mumbai, Amritlal Keshavji Vora sold conveyed and transferred unto Ravjibhai Chaturbhuj (hereinafter referred to as the '**Original Owner**') the plot of land situate at Vallabh Baugh Lane Ghatkopar (East) Mumbai 400 077 within the limits of Greater Mumbai in the revenue village of Ghatkopar-Kirol taluka Kurla in the district and registration sub district of Mumbai City and Mumbai Suburban formerly bearing Old Survey No 245A Hissa No 6(part) and now bearing Final Plot no 132/133/A of the TPS III Ghatkopar admeasuring 654.70 sq mts shown by red colour outline on the block plan thereof annexed hereto as **Annexure '1'** more particularly described in the First Schedule hereunder written (hereinafter referred to as the '**Plot**') with a building of ground and three upper floors known as 'Hem Kunj' standing thereon assessed to municipal taxes under 'N' Ward No 159(3)/12 Tilak Road (hereinafter referred to as the '**Old Building**') The Plot and the Building shall hereinafter collectively be referred to as the '**Property**';
- b The Original Owner died at Mumbai on 21st January 1985 leaving a Will dated 14th July 1975 whereby he appointed Mahendra Ravjibhai Makwana - the Promoter herein as the executor thereof. By an Order dated 14th July 1999 passed in Testamentary Petition no 748 of 1985, the High Court granted the Probate to the Will of the Original Owner. By his Will dated 14th July 1975 the Original Owner bequeathed the Property unto his son Mahendra Ravjibhai Makwana- the Promoter herein;

- c In the circumstances as aforesaid the Promoter became seized possessed and otherwise entitled to the Property. The Property Register Card in respect of the Plot stands in the name of the Promoter. By their Certificate of Title dated 5th September 2018, Messrs S Shah and Associates Advocates and Solicitors have certified the right and entitlement of the Promoter to the Property;

II **BUILDING:**

- a The Old Building was over fifty (50) years old and hence was in dilapidated condition. Hence the Promoter decided to demolish the same and construct a new building in place and stead thereof and to rehouse re accommodate and rehabilitate the existing tenants/occupants of the Old Building in such a building to be constructed on the Plot;
- b The Promoter intends to demolish the Old Building and construct on the Plot a commercial/residential building consisting of : (i) puzzle/mechanized parking in the parking tower with twenty eight (28) car parks; (ii) two (2) open car parking spaces in the compound; (iii) one (1) stack car parking space in the compound; (iv) pump room, underground water tanks, common toilets Security Cabin Entrance lobby and Commercial Shops on the ground floor; (v) two (2) passenger lifts connecting ground to eleven/twelve floors; (vi) residential flats/premises from first to twelve upper floors; and (vii) one (1) staircase connecting ground to twelve floors (hereinafter referred to as the '**Building**');;
- c By the various agreements each made between the Promoter of the one part and tenants/occupants of the Old Building of the other part, the Promoter agreed to allot to each of such tenants/occupants the new premises in the Building as permanent alternative accommodation in lieu of them agreeing to surrender and handover possession of their respective tenanted premises in the Old Building and agreeing to grant facilities to demolish the same as therein mentioned;

III **PERMISSIONS:**

- a The services of Messrs _____ registered with the Council of Architects and _____ RCC consultant have been engaged as structural engineer/designers for preparing structural design and drawings and specifications of the Building. The Purchaser accepts the professional supervision of the architects and the structural engineer till the completion of the Building unless otherwise changed by the Promoter (**NOTE: Client to provide the name of the Architect and RCC Consultant**)
- b By the Intimation of Disapproval bearing nos (i) CHE/ES/ 5673/ W/ 337 (New) dated 14th May 2021 and (ii) CHE/ES/5673/N/337 (New) /337/1/Amend dated 18th January 2022 the Municipal Corporation of Greater Mumbai (hereinafter referred to as the '**MCGM**') sanctioned the plans specifications and designs for redevelopment of the Plot by construction of the Building thereon. The MCGM has granted to the Promoter the Commencement Certificate bearing no CHE/ES/5673 / N/337(New)/CC/1/New dated 28th February 2022 thereby permitting the Promoter to commence construction of the Building on the Plot;

- c Upon the issue of the Intimation of Disapproval, the Promoter caused all the tenants/occupants to be vacated and demolished the Old Building. The Promoter accordingly has commenced redevelopment of the Property by constructing the Building in accordance with the sanctioned building plans. After taking approval from purchaser the Promoter will be entitled to make such variations or amendments thereto as the Promoter may deem fit and proper;

IV **RERA**

The Promoter has registered the project of development of the Property under the provisions of the Real Estate (Regulation & Development) Act 2016 (hereinafter referred to as the '**RERA**') and the rules made thereunder with the Maharashtra Real Estate Regulatory Authority under no _____ on _____ 2022. The Purchaser confirms that prior to the execution of this Agreement, the Purchaser has visited the website of the Maharashtra Real Estate Regulatory Authority and has reviewed and understood the contents of all documents and information uploaded by the Promoter on the said website in relation to the Project.

V **VERIFICATION:**

- a The Promoter has the right to sell and allot the shops, residential flats, parking spaces, terraces and any other premises in the Building and to enter into agreements with the purchasers of such premises tenements etc and to receive the consideration in respect thereof;
- b The Purchaser has demanded and has taken inspection of all the documents of title relating to the Property including inter alia the documents referred to hereinabove. The Purchaser has satisfied himself about the title of the Promoter to the Plot and his entitlement to develop the entire Property and to construct the Building and also to enter into these presents. The Purchaser has also taken inspection of Project Registration Certificate issued by Maharashtra Real Estate Regulatory Authority, the Intimation of Disapproval and Commencement Certificate issued by the MCGM, the plans approved by the MCGM, and other relevant documents and papers including inter alia the municipal assessment bills, city survey records, record of rights, property register cards required to be furnished to the Purchaser by the Promoter under the provisions of the RERA and RERA Rules. The Purchaser confirms that he has entered into this Agreement after being aware of all the facts and after inspecting the afore recited documents and other relevant documents and papers in respect of the Property and the Building;
- c The Purchaser has also read and understood the terms and conditions and the obligations as prescribed in the various approvals and sanctions obtained by the Promoter and that some of such conditions and/or obligations shall require compliance in continuity even after the development and construction of the Building is completed and after the management of the Building is handed over to the Organization, as provided hereinafter; and the Purchaser has agreed to abide by and comply with such continuing conditions and obligations. No requisition or objection shall be raised on any matter relating to the

Promoter's title to the Plot and that the Purchaser hereby accepts the Promoter's title to the same;

VI **ANNEXURES:**

The photocopies of the: (1) block plan of the Plot; (2) Property Record Card; (3) Certificate of Title of the Plot; (4) Intimation of Disapproval dated 14th May 2021 and 18th January 2022 (5) Commencement Certificate dated 28th February 2022; (6) RERA Registration Certificate dated _____ 2022; and (7) Plans of the Premises agreed to be purchased by the Purchaser are annexed hereto as **Annexures '1' to '8'** respectively;

VII **DEVELOPMENT:**

The Promoter declares that the originating and incentive Floor Space Index (FSI) as per the provisions of the Development Control and Promotion Regulation 2034 at present available in respect of the Plot is _____ sq mts. Over and above the available/unutilized originating and incentive FSI as aforesaid, the Promoter intends to use utilize and load on the Plot the additional fungible FSI and all other advantage benefit profit or privilege in respect thereof to the maximum extent permissible. Such available/unutilized FSI and the FSI Credit that may be granted to the maximum loadable extent will be utilized by the Promoter in the construction of vertical extension or horizontal annexed to the Building; **(NOTE: Clients to Confirm present FSI of the Plot)**

VIII **PREMISES:**

The Purchaser has offered to purchase from the Promoter the residential flat in the Building shown by red colour outline on the plan thereof annexed hereto as **Annexure '8'** which flat is more particularly described in the Second Schedule hereunder written and is hereinafter referred to as the **'Premises'**;

IX **CONSIDERATION:**

- a Relying upon such offer and application the Promoter has agreed to sell to the Purchaser the Premises for the Consideration (inclusive of TDS) as setout in the Third Schedule hereunder setout (hereinafter referred to as the **'Consideration'**) on the terms and conditions hereinafter appearing;
- b On or before execution of these presents the Purchaser has paid to the Promoter an earnest money deposit as setout in the Third Schedule hereunder written (the payment and receipt whereof the Promoter does hereby admit and acknowledge). The balance Consideration excluding the earnest money deposit will be paid by the Purchaser as setout in the Third Schedule hereunder written. The TDS (Tax Deducted at Source) under the Income Tax Act 1961 will be deducted out of the Consideration at the applicable rates;
- c In the foregoing agreement the term 'Premises' shall include the shops residential flats tenements premises parking spaces terraces and any other premises hereby agreed to be sold. The term 'Purchaser' shall

include purchaser of residential flats tenements premises purchaser terrace purchaser or Purchaser of any other premises hereby agreed to be sold. The term 'Purchaser' shall also include the plural and feminine gender of the term 'Purchaser'.

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

1 INTERPRETATION:

- 1.1 The parties hereby acknowledge and confirm that the aforesaid recitals form an integral part of this Agreement.
- 1.2 In this Agreement wherever the context admits, the singular includes the plural and vice versa and any gender includes any other gender.
- 1.2 The descriptive headings of the Clauses Sub Clauses and Paragraph and are inserted only for information only and shall forms the part of the operative part of this Agreement.
- 1.3 The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this Agreement mean and refer to this Agreement. The recital schedules or annexure annexed to this Agreement shall form an integral part of this Agreement.

2 TRANSACTION:

- 2.1 The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser the Residential Flat in the Building under construction on the Plot situate at Vallabh Baugh Lane Ghatkopar (East) Mumbai 400 077 within the limits of Greater Mumbai in the revenue village of Ghatkopar - Kirol taluka Kurla in the district and registration sub district of Mumbai City and Mumbai Suburban formerly bearing Old Survey No 245A Hissa No 6(part) and now bearing Final Plot no 132/133/A of the TPS 3 Ghatkopar shown by red colour outline on the plans thereof annexed hereto as **Annexure '8'** and more particularly described in the Second Schedule hereunder written (hereinafter referred to as the '**Premises**').
- 2.2 The Promoter will provide the amenities and specifications including the fixtures and fittings flooring sanitary fittings amenities in the Premises as setout in the Fifth Schedule hereunder written.
- 2.3 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of **three percent**. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone

of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in of this Agreement.

3 **CONSIDERATION:**

- 3.1 The Purchaser will purchase the Premises for the Consideration (inclusive of TDS) as setout in the Third Schedule hereunder written (hereinafter referred to as the '**Consideration**')
- 3.2 Save and except the TDS as aforesaid the full Consideration of the Premises hereinabove stated will exclude all other statutory payments deduction taxes etc (consisting of tax paid or payable) including Value Added Tax, Services Tax, Goods and Service Tax and Cess and all other levies taxes which may be stipulated levied, in connection with the construction of the Building and the sale of the Premises upto the date of handing over the possession of the Premises.
- 3.3 The cost of the amenities and safety features and amenities fittings fixtures etc to be provided in the Premises the costs of electricity cables lines meter deposits/charges installation of water lines water mains sewerage lines sewerage mains electric substation (if any) making and maintaining internal roads and access to the Plot as also all the proportionate charges for infrastructural facilities, as herein provided have not been factored or included into the consideration of the Premises. The proportionate amount of deposits premium charges payable to various Government or other Public Bodies and authorities etc have also not been considered while arriving at the consideration in respect of the Premises.
- 3.4 The full Consideration is escalation free save and except escalations/ payments/increases due to on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authorities local bodies/ Government from time to time. The Promoter agrees that while raising a demand on the Purchaser for escalations/payments increases in any statutory charges, costs or levies etc imposed by the competent authorities etc, alongwith the demand letter being issued to the Purchaser the Promoter shall enclose the notification/order rule/ regulation published/issued in that behalf.
- 3.5 The Purchaser does hereby authorize the Promoter to adjust/appropriate all the payments made by him towards interest penalty and/or under any head(s) of dues against lawful outstanding Consideration or otherwise as the Promoter may in his sole and absolute discretion deem fit. The Purchaser agrees and undertakes not to object obstruct question or challenge the adjustments/ appropriations of payments so made by the Promoter in any manner and under any circumstances whatsoever.
- 3.6 The Promoter may allow in his discretion a rebate for early payments of the installments of the Purchase Price payable by the Purchaser by discounting such early payments at the Agreed Interest Rate per annum for the period by which the respective installment has been preponed. Such rebate shall be provided to the Purchaser only if mutually agreed upon between the Parties in writing. The provision for allowing rebate and the rate of rebate shall not be subject to any revision/withdrawal,

once granted to the Purchaser by the Promoter. The term “Agreed Interest Rate” wherever the same appears in this Agreement shall be deemed to be a reference to the Interest Rate as mentioned in Rule 18 of the RERA Rules.

- 3.7 The Purchaser if resident outside India, shall be solely responsible for compliances relating to the necessary formalities laid down in the Foreign Exchange Management Act 1999 (hereinafter referred to as '**FEMA**') the rules and regulations of the Reserve Bank of India (hereinafter referred to as '**RBI**') and all other applicable laws, rules and regulations made with regard to purchase of immoveable property by person/s resident outside India and any statutory amendment(s), modification(s) thereof and all other applicable laws including that of remittance of payment/acquisition/sale/transfer of immovable properties in India etc and shall provide to the Promoter with such permissions approvals which would enable the Promoter to fulfill his obligations under this Agreement. The Purchaser understands and agrees that in event of failure on the part of the Purchaser to comply with the obligations of the Purchaser set out in this clause or failure to comply with the aforesaid applicable laws rules regulations or guidelines issued by the RBI or other concerned authorities the Purchaser shall be solely liable for any action under the FEMA or any of the aforementioned laws, rules, regulations guidelines etc. The Purchaser agrees to keep the Promoter fully indemnified and harmless in this regard and agrees that Promoter shall accept no responsibility for the same. The Purchaser further undertakes to immediately intimate the Promoter in writing about any change in the residential status of the Purchaser subsequent upon signing of this Agreement; and to comply with the necessary formalities if any under the prevailing applicable laws. It is hereby agreed between the parties that the Promoter shall not under any circumstances be held responsible towards any third-party making payment/ remittances on behalf of any Purchaser of the Premises applied for in any way.
- 3.8 The Promoter shall issue Demand and Tax Invoice to the Purchaser intimating the Purchaser about the stage-wise payment as more particularly set out in the Third Schedule hereto. The payment at each stage is individually referred to as the '**Instalment**' and collectively referred to as the '**Instalments**'. The payment shall be made by the Purchaser within seven (7) days of the Promoter making a demand for the payment of the Instalment. Time being the essence of the contract.
- 3.9 The Consideration and Other Charges, Usage Charges (as defined below), maintenance and outgoings as agreed herein are exclusive of all taxes, duties and cess including but not limited to Goods and Service Tax, Property Tax, Swachh Bharat Cess, local body tax and/or any other direct or indirect taxes which may be levied, in connection with the sale and construction of and carrying out of the Building and/or with respect to the Premises and/or this Agreement and amounts payable by the Purchaser in respect of the Premises towards infrastructure charges legal charges maintenance charges of the Building and for such facilities/infrastructure forming part of the Building commonly shared by the Purchaser in the Building corpus fund society formation and share application money or any other charges as agreed in this Agreement. It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may

become applicable/payable in future) including Goods and Service Tax and all other applicable indirect and direct taxes, duties and impositions levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the Premises or on this instrument, shall be borne and paid by the Purchaser alone and the Promoter shall not be liable to bear or pay the same or any part thereof. The Purchaser shall also fully reimburse the expenses that may be incurred by Promoter consequential upon any legal proceedings that may be instituted by the concerned authority against Promoter or by Promoter against any authority or third party on account of such liability arising out of non-payment of the aforesaid amounts/taxes by the Purchaser.

- 3.10 The Consideration shall also exclude all deposits, advances, legal charges, society charges and all other costs, charges expenses incidental thereto (hereinafter referred to as the '**Advances**') set out in the Fourth Schedule hereunder written. The Advances are tentative and subject to finalization on or before handing over possession of the Premises. The changes, if any, in the Advances as setout above shall be intimated by the Promoter to the Purchaser on or before handing over possession of the Premises to the Purchaser. It is further clarified that the heads of Advances mentioned hereinabove are only indicative and not exhaustive and the Purchaser agrees to pay to the Promoter, such Advances/amounts or such increase in the above mentioned Advances /amounts as the Promoter may indicate without any delay or demur. The Purchaser irrevocably and unconditionally agrees to pay the same and has understood and accepted that the payment of Advances shall be a precondition for handing over possession of the Premises. The Purchaser acknowledges that after utilization of the initial maintenance paid in terms of this Agreement, the Promoter shall have right to revise the Advances, Maintenance and Outgoings and the Purchaser agrees and undertakes to make the payment of the same within the stipulated time. It is further agreed that if by reason of any enactment, amendment, notification, judicial pronouncement or for any other reason, this transaction or this Agreement attracts any other or additional taxes, duties, levies and cess, whether before or after the possession of the Premises is handed over to the Purchaser, the Purchaser alone shall bear and pay the to the Promoter or such concerned authority forthwith on demand and the Promoter shall not be liable for payment of any taxes, duties, levies and cess in connection with or arising out of this transaction/Agreement or any other instrument in connection herewith. The Purchaser shall at all times hereafter keep the Promoter indemnified, saved and harmless against all losses, damages, penalties, fines, interest, cost of litigation and all consequences arising on account of non-payment of taxes as agreed herein.
- 3.11 All payments shall be made by way of demand drafts/pay orders/account payee cheques/RTGS/ECS/NEFT or any other instrument drawn in favour of/ to the account of the Promoter set out hereunder. The cheques issued by the Purchaser in favour of the Promoter are subject to realisation. In case of any financing arrangement entered by the Purchaser with any bank/financial institution with respect to the purchase of the Premises, the Purchaser undertakes to direct and ensure that such bank/financial institution disburse/pay all such

amounts due and payable to the Promoter through RTGS/ECS/NEFT/account payee cheque/demand draft/pay order drawn in favour of /to the account of the Promoter more particularly mentioned hereunder. Any payments made in favour of/to any other account other than as mentioned hereunder shall not be treated as payment towards Consideration in respect of the Premises. The Promoter shall be entitled to change the account by giving a written notice to the Purchaser to that effect in which case the payments of the amounts under this Agreement shall be made by the Purchaser and/or the aforesaid bank/financial institution in such new account.

- 3.12 Time is of the essence for the Purchaser. The Purchaser shall make timely payments of the entire Consideration, Advances, Usage Charges, taxes, maintenance and outgoings payable by him/her/it in terms of this Agreement. Subject to Purchaser meeting, complying with and fulfilling all its obligations under this Agreement, and Force Majeure Events, the Promoter shall abide by the time schedule for completing the Premises and offering to hand over the Premises to the Purchaser after receiving the part/ full Occupation Certificate in respect thereof.
- 3.13 The Purchaser agrees and confirms that in the event of delay/default in making payment of the GST and TDS or any such taxes or amounts under this Agreement as called upon by the Promoter, then without prejudice to any other rights or remedies available with the Promoter under this Agreement, the Promoter shall be entitled to adjust the unpaid tax amount (along with interest payable thereon from the due date till the date of adjustment) against any amounts received from the Purchaser and the Purchaser shall forthwith pay the balance amount due and payable by the Purchaser to the Promoter.

4 **BUILDING:**

- 4.1 The Promoter shall construct the Building on the Plot which shall consist of : (i) puzzle/ mechanized parking in the parking tower with twenty eight (28) car parks; (ii) two (2) open car parking spaces in the compound; (iii) one (1) stack car parking space in the compound; (iv) pump room, underground water tanks, common toilets Security Cabin Entrance lobby and Commercial Shops on the ground floor; (v) two (2) passenger lifts connecting ground to eleven/twelve floors; (vi) residential flats/premises from first to twelve upper floors; and (vii) one (1) staircase connecting ground to twelve floors (hereinafter referred to as the '**Building**'). The Building will be constructed in accordance with the building plans and designs approved by the concerned local authority and the specifications drawn by the Promoter which has been seen and approved by the Purchaser with the amendments variations and modifications thereto that may be made by the Promoter from time to time. The Promoter will always be entitled to make such variations and modifications to such sanctioned building plans as he may deem fit or as may be required by the concerned local authority without affecting the area of the Premises. The Promoter shall obtain the prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the Premises of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.

- 4.2 The Purchaser alongwith the purchasers of such additional residential premises flats etc in the Building will be entitled to use in common the water tanks pump room access areas lifts staircase lobbies landings refuge areas society office and other common areas more particularly described in the Sixth Schedule hereunder written (hereinafter referred to as the '**Common Areas**').
- 4.3 Unless and until the Promoter expressly and duly sells assigns transfers or in any manner allots/grants the rights to use utilize or occupy the overhead terrace pocket terraces appurtenant or adjoining to any premises podiums/parking floors or otherwise parapets or external walls blank walls and other walls or any other areas compounds or portions of the Building and/or on the Plot more particularly setout in the Seventh Schedule hereunder written shall hereinafter be referred to as the '**Restricted Areas**') the Promoter will be deemed to be entitled thereto and in possession of the same.
- 4.4 The Promoter will always be entitled to sell lease or give on licence or otherwise in any manner deal with or dispose off the rights to use occupy enjoy or otherwise commercially exploit the Restricted Areas including but not limited to the overhead or pocket terraces parapet and other external peripheral walls blank walls and other walls and open areas landings compounds or any other common areas or portions of the Building or the Plot and the Promoter will be deemed to be in the exclusive possession thereof. The sale lease licence or otherwise shall be for the purpose of advertisement (which includes hoarding and display) by way of painted boards sign boards as well as neon lights and other allied purposes including installation of V-sat Cellular or other antennae gadgets etc as hereinabove mentioned. The Promoter or the purchaser or the transferee of such or any portion thereof will alone be entitled to the rent/fees/ compensation in that behalf and the purchasers or the purchasers of the other flats tenements premises in the Building or the Organisation or such of them will not be entitled to levy on recover any charge fee or payment (by whatever terminology called save and except statutory levies taxes etc) from the Promoter or its transferee or assignee for the exclusive use occupation and enjoyment of the Restricted Areas or any of them for commercial or other purposes;
- 4.5 Further the Promoter his agents servants licensees transferees or assignees will always be entitled and authorised to remain in possession and to have the uninterrupted access and use of the Restricted Areas for such purposes as the Promoter his assignees transferees or agents may deem fit. The Purchaser does hereby agree and undertake not to in any manner whatsoever obstruct hinder hamper or object to the Promoter or his agents servants licensees transferees or assignees being in the exclusive use occupation enjoyment and possession of the Restricted Areas or any part or portion thereof and using the same for his purposes as aforesaid;
- 4.6 The terrace podium patios and open space or balconies appurtenant or adjacent or vertically or horizontally connected to the premises in the Building duly allotted to the purchasers of such flats and premises shall belong exclusively to the respective purchaser of such premises and such spaces etc are intended for the exclusive use of the respective purchaser alone. Such spaces shall not be enclosed by the purchaser

thereof till the permission in writing is obtained from the concerned local authority and the Promoter or the Organization as the case may be. The Purchaser or the Organisation will not raise any objection or make any claim of any nature whatsoever to such terraces or balconies or portions thereof.

- 4.7 All the dry balconies flower beds niches areas in the architectural features, attached/adjacent/ appurtenant with the Premises shall be exclusively used occupied enjoyed and possessed by the Purchaser alone. The purchasers of any other premises in the Building shall have no right title or interest of any nature whatsoever in such areas attached /appurtenant to the Premises.
- 4.8 The name of the Building shall always be `\_\_\_\_\_`.
- 4.9 In the course of developing and constructing the Building the Promoter has expressed hardship to the MCGM in providing regular open spaces required for light and ventilation as per DCPR 2034. Upon the request of the Promoter the MCGM has condoned such required mandatory open space deficiency.
- 4.10 The plans of the Building have been sanctioned by the MCGM with deficiency in open spaces and the same will be constructed accordingly. The Purchaser has duly perused and understood the provisions and consequences thereof and will not hold the Promoter or any local authority liable in that behalf. The Consideration will also remain unchanged in that regard.
- 4.11 It is further clarified that at the time of possession of the Premises, certain facilities/amenities proposed to be provided in the Building may not be ready or other facets of the Building or floor/s may not be completed. The Purchaser shall not delay accepting possession of the Premises or delay making any payments on the ground that such facilities/amenities are not operational and/or that certain work in respect thereof is pending to be completed. It is further clarified that subject to availability it may take some time for the Promoter to provide some additional and to fully complete the Building even after obtaining the part occupancy certificate in respect of the Premises. The Purchaser hereby confirms that the Purchaser has no objection to the same and will not cause any hindrances or obstructions in the course of the Promoter carrying out such work on the Plot or in the Building. The Purchaser will not raise any issue concern or dispute in that behalf or in regard thereto or the quantity quality or number thereof.
- 4.12 It is expressly agreed that the Promoter shall be entitled to put and /or permit any third party or person or persons to put up hoarding/s illuminated or comprising of neon signs Vsat or cellular or other antennae and other apparatus/gadgets and machinery on the Plot or on the Building or any part or portions thereof and for such purpose the Promoter is fully authorized to allow temporary or permanent construction or erection or installation on the exterior of the Building or on any part or portion thereof;

5 DEVELOPMENT PHASES:

- 5.1 The Promoter shall observe perform and comply with all the terms conditions stipulations and restrictions if any subject to which the concerned local authorities have sanctioned the plans or thereafter and shall before handing over possession of the Premises to the Purchaser obtain from the concerned local authority the Occupation Certificate in respect of the Premises.
- 5.2 The Purchaser hereby expressly agrees confirms and declares that he is aware that the Promoter shall utilize the following and all other development potential in respect of the Plot under the provisions of DCPR 2034:
- a originating Floor Space Index (FSI) of ____ sq mts;
 - b proposed further FSI on the basis of additional scheme;
 - c Fungible FSI of ____ sq mts;
 - and
 - d FSI by payment of premium for staircase lift landings lobbies of ____ sq mts;
- (NOTE: Clients to provide details)**
- 5.3 The Purchaser is further aware that out of the aforesaid the FSI/development potential to the extent of ____ sq mts shall be utilized in the construction of the Building on the Plot. The balance FSI/development potential to the extent of ____ sq mts has remained unutilized. Such balance unutilized FSI/development potential along with other further future additional FSI/development potential in respect of the Plot shall be utilized by the Promoter in the construction of vertical extension/s or horizontal annexe/s to the Building on the Plot. **(NOTE: Client to provide details)**
- 5.4 The Promoter will be entitled to use utilize consume or assign the unutilized FSI balance FSI and/or fungible FSI or the additional FSI or TDR or any other advantage benefit profit privilege or development potential which is now available or which may become available in the future in respect of the Plot on account of relaxation modification or amendment to the building regulations or as a result of any special concession that may be granted by the MCGM and/or State of Maharashtra or otherwise howsoever, by constructing additional residential/flats and premises of any nature whatsoever in a vertical extension or horizontal annexe to the Building or any part or portion thereof or elsewhere on the Plot.
- 5.5 Such unutilized or balance FSI if any or the additional FSI TDR or fungible FSI any other such advantage benefit profit privilege or development potential in respect of or arising out of the Plot or any part or portion thereof shall be used utilized and consumed in the construction of additional flats tenements etc in the vertical extension or horizontal annexe to the Building or any part or portion thereof or elsewhere on the Plot.
- 5.6 For the purposes of construction of such additional flats and premises and to utilize such additional or further FSI/TDR/fungible FSI or other benefits etc as aforesaid, the Promoter or his assigns or nominees are hereby authorized and will be entitled to enter upon the Plot and the Building and construct columns beams pillars and other external

supports and members to the Building and that the Purchaser will not raise any objection thereto.

- 5.7 The Purchaser hereby expressly agrees undertakes and covenants that all necessary facilities assistance and co-operation will be rendered by the Purchaser to the Promoter to enable the Promoter to make any additions and/or alterations and/or to raise additional floor or floors or structures in accordance with the amended or modified plan sanctioned by the Municipal authorities. The Purchaser hereby further agrees and undertakes that after the Organization (as is hereinafter stated) is registered the Purchaser as a member or shareholder of such Organization, will accord his consent to such Organization giving and granting to the Promoter full facility assistance and co-operation to enable the Promoter to enter upon the Plot and the Building and to construct vertical extensions or horizontal annexe or additional floors above the Building or any part or portion thereof and also change the user thereof or elsewhere on the Plot and also for the aforesaid purpose to shift the water tanks and other structures etc on upper floors or floor when so constructed.
- 5.8 It is expressly agreed that the Promoter or its agents assignees transferees will be entitled to use occupy enjoy and/or permit any third party or person or persons to commercially or otherwise use occupy and enjoy the Restricted Areas including but not limited to put up hoarding/s illuminated or neon signs V-sat or Cellular or other antennae and other apparatus/gadgets and machinery including cables wires conduits in respect thereof on the Plot or on the Building or any part or portion thereof and for such or other purposes the Promoter or his assigns or transferees are absolutely authorized to allow temporary or permanent construction or erection or installation on the exterior of the Building or on any part or portions thereof. PROVIDED HOWEVER the Promoter or his agents assignees or transferees will not be entitled to pay to the Purchaser or the Organization, any amount fee compensation by whatever terminology called for the use or utilization of the Restricted Areas or any of the aforesaid rights hereby retained and reserved by the Promoter (save and except the statutory dues duties or taxes in respect thereof, if any).
- 5.9 The Promoter has expressly informed the Purchaser and the Purchaser is aware that until the formation of Organization the Promoter intends and will be absolutely entitled to either retain unto himself or to sell lease sub-lease let out or in any manner grant rights to any other third party to use utilize enjoy occupy all or any part or portion of the Restricted Areas forming a part of the Plot and/or the Building. The Promoter or his agents assigns transferees or such other third party will be entitled to run operate conduct from the Restricted Areas or any part or portion thereof such activity or activities as the Promoter or his agents assignees or transferees or such third party may desire on professional and/or commercial basis or any other basis and for such purpose or otherwise the Promoter or his agents assignees or transferees or any other third parties as aforesaid will be entitled to allow any outsiders (persons not owning any premises in the Building) to use enjoy the facilities amenities to be provided in any of the Restricted Areas forming a part of the Plot or the Building. The Promoter or his agents assignees or transferees or such third parties as aforesaid will be entitled to make stipulate and enforce such rules

regulations byelaws and directions for the use enjoyment of such Restricted Areas or any part thereof and to receive recover and appropriate unto himself the charges fees deposits and/or subscription. The Purchaser does hereby expressly agree and undertake that he will not claim or charge and that he will not be entitled to any reimbursement of such fees charges deposits or any other receipts on any account whatsoever. IT IS FURTHER CLARIFIED and expressly agreed and understood by and between the parties hereto that the Promoter or his agents assignees or transferees or such third parties will always be entitled to the Restricted Areas including the rights to own manage run conduct or transfer or assign the benefits thereof and receive recover and appropriate consideration received therefrom including from the day to day business carried out therefrom and the Purchaser will has no right thereto either in his individual capacity or through the Organisation as aforesaid and he will not hinder hamper obstruct or object to the aforesaid in any manner aforesaid.

- 5.10 The Promoter will be entitled to transfer/assign all or any of the aforesaid rights hereby retained and reserved by it to any other person or persons for such consideration and on such terms as it may deem fit and that the Purchaser does hereby expressly agree and undertake that he will not claim or charge and that he will not hinder hamper obstruct or in any manner object to the same. Such transferee/assignee will be entitled to all or any of the aforesaid rights without any payment or any kind to contribution of and without any objection or obstruction of the Purchaser or the Organisation.
- 5.11 The Purchaser has clearly understood the implications of all the above provisions. The aforesaid conditions are the essence of this contract and only upon the Purchaser agreeing to the aforesaid conditions as a condition precedent, the Promoter has agreed to sell the Premises to the Purchaser. The Purchaser shall not be entitled to object to any of the aforesaid provisions rights and authorities hereby granted to the Promoter or claim any reduction in price of the Premises on such or other grounds like damage hardship or inconvenience in respect of the Premises or any portion of the Plot.
- 5.12 Having duly agreed to and expressly consented to the aforesaid the Purchaser and such Organization will not hinder hamper or in any manner object to the use enjoyment possession sale letting leasing in the Building or the vertical extension or horizontal annexe thereto and/or the Restricted Area or any of the respective parts or portions thereof under any circumstances whatsoever whether on the grounds of nuisance disturbance or inconvenience or any other reason of any nature whatsoever. After taking necessary approval from the purchases the Promoter may commence or postpone construction of the Building or such additional flats premises tenements etc as it may deem fit. The Promoter is entitled to sell allot or dispose of or grant the right to the exclusive and independent use enjoyment and possession of the pocket terraces etc in the Building for the purposes of using the same as a part and parcel of such flat tenement premises etc. The Purchaser shall not object to the other premises flats tenements etc of the Building being used for the purposes of banks dispensaries coaching classes restaurants or for any other commercial purposes subject to the prior written permission of the Promoter in that behalf.

6 **NO DEMISE OF PLOT:**

It is further expressly agreed and understood by and between the parties hereto that nothing contained in this Agreement is intended to be or shall be construed as a grant demise or assignment in law of the Plot or the Building thereon or the Common or Restricted Areas thereof. It is expressly agreed and understood by and between the parties hereto that save and except the Premises, the Purchaser does hereby agree and undertake not to claim any right in the Plot or the Building including the Common Areas or Restricted Areas. Unless expressly and duly sold/allotted by the Promoter, all the Restricted Areas unutilised FSI fungible FSI or additional FSI or TDR or any other further or future benefit privilege or advantage or development potential that may hereafter become available in respect of the Plot will always remain the property of the Promoter. The Promoter will always be entitled to and is hereby expressly authorized to sell dispose of or allot the Restricted Areas of the Plot or the Building including the unutilised FSI fungible FSI or additional FSI or TDR or any other further or future benefit privilege or advantage or development potential as aforesaid or create any third party rights in favour of such persons for such consideration and on such terms and conditions as it may deem fit and proper in its absolute discretion. Having been explained the manner of further or future development potential the Purchaser and the Organisation will not question challenge dispute oppose or obstruct the use utilization or transfer or assignment lay the Promoter as aforesaid.

7 **ORGANIZATION**

- 7.1 The Promoter will sell/allot all the shops/flats tenements premises and allot the stilt/open/puzzle mechanized parking spaces as also the Restricted Areas or any part thereof in the Building on ownership basis. Within three (3) months from the date on which fifty one percent (51%) of total number of purchasers of the shops/flats tenements premises in the Building have purchased/booked their respective premises, the Promoter shall cause to be formed a co-operative society of the purchasers/allottees of all such flats tenements premises parking spaces etc alongwith the tenants/occupants of the Old Building to be registered under the Maharashtra Co-operative Societies Act 1960 or to form a condominium under the Maharashtra Apartment Ownership Act 1970 or to incorporate a limited liability company under the Companies Act 1956 themselves being its only members (hereinafter referred to as the '**Organisation**').
- 7.2 The Purchaser agrees that the Deed of Conveyance to be granted as aforesaid in respect of the Plot with the Building will contain the following appropriate covenants on part of the Purchaser and/or the Organisation or any of them or their body or association as aforesaid as the case may be:
 - 7.2.1 covenant to maintain look after upkeep in good condition and order and repair alter and renovate the Common Areas and Restricted Areas or any part thereof;
 - 7.2.2 covenant to pay the proportionate rent rates and taxes costs charges expenses for the maintenance and repair of the Building

and the Common Areas Restricted Areas and the proportionate rents rates and taxes in respect of the Plot;

- 7.2.3 covenant to restore at its own costs charges and expenses to its original condition the Common Areas and/or the Restricted Areas or any part thereof after digging opening or using the same and to give appropriate prior written notice to the parties affected thereby;
 - 7.2.4 covenant to keep open to sky and unbuilt upon the Common Areas and the Restricted Areas and other amenities or any part thereof as the case be;
 - and
 - 7.2.5 covenant retaining with the Promoter or its nominee or nominees the rights authorities and title to the exclusive use occupation enjoyment and possession of the Common Areas and the Restricted Areas including the rights to use utilise and consume all advantages benefits privileges and profits including unutilized FSI or available FSI fungible FSI or FSI credit by way of Transferable Development Rights in respect of the Plot or any part thereof as contained in the foregoing Agreement.
- 7.3 Notwithstanding the formation of the Organization the Promoter will be absolutely entitled to the Plot and the Building thereon. The control management power and authority of such Organization shall be subject to the overall authority and control of the Promoter in respect of all the matters concerning the Plot and the Building. In the event of Organization being formed and registered before the sale allotment and disposal of all the flats tenements premises car parking spaces terraces and the Restricted Areas in the Building by the Promoter, then and in such an event the Promoter shall be absolutely entitled to such unsold premises areas etc and be entitled to sell deal with dispose of and/or allot the same to such persons or person entities and for such consideration as it may deem fit in his absolute discretion. Until such flats tenements premises parking spaces Restricted Areas etc are sold, the Promoter shall be liable only to pay the municipal taxes in respect thereof.
- 7.4 It is further expressly agreed that upon the Promoter selling dealing with or disposing off such unsold shops/flats tenements premises parking spaces Restricted Areas etc the allottee/transferee/purchaser thereof from the Promoter, will be admitted to the Organization as the ordinary members thereof without payment of any other or further charge premia deposit fee or any additional payment (by whatever terminology called) save and except a sum of Rs 250/- for the share money and Rs 500/- as entrance fee therefrom. Such allottee/transferee/purchaser will not be discriminated or treated prejudicially by the Purchaser or the Organization or any of them.
- 7.5 Upon fifty one (51%) percentum of the flats tenements premises parking spaces Restricted Areas etc in the Building being sold and upon each of such members of the Organization paying in full the amounts payable by them for purchase thereof and otherwise observing all the terms and conditions to be observed and performed by each of such purchasers OR within three (3) months from the date of issue of Occupation Certificate for the Building, whichever is

EARLIER, the Promoter shall at his sold option execute a Deed of Conveyance in respect of the Plot with the Building thereon in favour of the Organisation. Messrs S Shah and Associates the Advocates of the Promoter will prepare the Deed of Conveyance and all other documents to be executed in pursuance of these presents as also the Bye-laws or the Memorandum and Articles of Association of Organisation. All costs charges and expenses including professional fees stamp duty registration charges and other expenses including professional fees and other expenses in connection with the preparation and execution of such and other documents will proportionately be borne and paid by the Purchaser alongwith the purchasers of the other premises in the Building in proportion to the area of their respective premises.

- 7.6 The stamp duty registration charges and all other costs of and incidental to the foregoing agreement shall be borne and paid by the Purchaser alone. The stamp duty registration charges and all other costs charges and expenses at actual in respect of the Deed of Conveyance and all other documents to be executed as is hereby contemplated shall be proportionately borne and paid by the Purchaser (that is in the proportion that the area of the Premises bears to the aggregate area of the Building) and at such rate as may be ascertained and fixed by the Promoter.
- 7.7 The Purchaser alongwith the purchasers of the shops/residential flats premises terraces etc in the Building shall join in the formation and registration of the Organisation. The words- _____ shall be appropriately incorporated in the name of the Organisation or any such name as the Promoter may decide. The Purchaser shall sign and execute the application for registration application for membership bye-laws and other papers and documents and do all other acts deeds matters and things as may be necessary for the formation and the registration of the Organisation. The Purchaser and the purchasers of other flats/tenements/premises shall not have any objection to any change or modification if any made by the Promoter in the usual or model bye-laws of the Organisation.
- 7.8 Upon the Deed of Conveyance being executed by the Promoter in favour of the Organization the Promoter will handover possession of the Building to the Organization including all the Common Areas thereof. Thereafter the Organization alone shall be bound and liable for the maintenance upkeep safety and security of the Building and to bear and pay all the taxes dues duties expenses costs charges in respect of the Building. The Promoter shall not be liable in that behalf and the Organization shall indemnify the Promoter in that behalf. As per the provisions of Rule 9(4) of the Rules after executing the Deed of Conveyance and thereby assigning and transferring the Plot with the Building in favour of the Organization, the Promoter shall continue to have the rights to advertise market book sell or offer to sell or allot any of the premises in the Building which are then not sold or allotted. The Promoter shall be permitted by the Organization to do so without any restriction hindrance for the same. In case of any premises/car parking spaces in the Building remaining unsold/unallotted on the date of handing over possession of the Building to the Organisation, then such unsold/unallotted premises/car parking spaces shall continue to vest and belong to the Promoter. The Promoter will be entitled to sell and

allot the same to such person/s for such consideration and on the terms and conditions as the Promoter may deem fit and proper without payment of any transfer charges or premia or any or any other payment to the Organisation.

- 7.9 The Purchaser has perused and duly understood the aforesaid scheme and timelines envisaged by the Promoter regarding the execution of the Deed of Conveyance and shall not at any time prior to the expiry of the period as herein mentioned, require the Promoter to convey or transfer the Plot and/or the Building to and in favour of the Organization. The Purchaser and/or the Organization shall also not at any time prior to the expiry of the period as herein mentioned file any applications or proceedings (including inter alia any applications under section 17 of RERA and or Section 11 of The Maharashtra Ownership of Flats Act) for the Deed of Conveyance of the Plot and/or the Building to and in favour of the Organization.

8 POSSESSION:

- 8.1 Subject to the Promoter having procured the Occupation Certificate from the MCGM and subject to the Purchaser having paid all the amounts hereunder with/without interest as the case maybe, the Purchaser shall take possession of the Premises within fifteen (15) days of the Promoter giving written notice to the Purchaser intimating that the Premises is ready for use and occupation. Upon receiving a written intimation from the Promoter as aforesaid, the Purchaser shall take possession of the Premises from the Promoter by executing all necessary indemnities, undertakings and such other documentation as prescribed in this Agreement.
- 8.2 After the expiry of such period of fifteen (15) days irrespective whether the Purchaser takes possession of the Premises or not he will be liable to bear and pay the Advance as setout in the Fourth Schedule hereof. The Promoter agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions formalities documentation on the part of the Promoter.
- 8.3 If the Purchaser brings to the notice of the Promoter any material structural defect in the Premises or in the Building or any defect on account of workmanship quality or provision of service or the materials used therein within a period of five (5) years from the date of possession being offered in respect of the Premises then wherever possible such defects shall be rectified by the Promoter at his own cost. In case it is not possible to rectify such defects then the Purchaser shall be entitled to receive from the Promoter the compensation for such defect in the manner as provided under the Act. Provided that the Purchaser shall be entitled to defect rectification only if he has not in any manner amended altered tampered damaged or destroyed the Premises the Building or any part or portion thereof.
- 8.4 The Purchaser will not, in any manner and under any circumstance carry out any addition alteration amendment modification or damage to the RCC Columns beams or structures of the Premises and/or the Building. This will be considered as one of the important provisions of the Agreement.

- 8.5 The Purchaser shall not alter amend modify or charge the Premises or any part without the express prior written permission of the Promoter in that behalf. The Purchaser shall provide all the details and plans of the proposed alterations he desires to carry out in the Premises. The Promoter may give/grant permission on such terms and conditions as it may stipulate including the payment of a refundable security deposit. After the formation/registration and handover to the Organisation then the Purchaser will seek the prior permission of the Organisation as per the rules/regulations thereof.
- 8.7 The Promoter has given inspection to the Purchaser of all the documents relating to the Plot and the Building including the sanctioned plans designs and specifications prepared by the architects the permissions, approvals, plans, proposals and such other documents as are specified in the RERA and the rules made thereunder. The Purchaser has perused the same and after having been advised and duly and fully understood the same, has entered into this Agreement. The Purchaser fully well understands the contents and implications hereof. Prior to execution hereof, the Purchaser has satisfied himself about the title of the Promoter to the Plot and shall not further investigate the title of the Promoter No requisition or objection shall be raised on any matter relating to the Promoter's title to the Plot and that the Purchaser hereby accepts the Promoter's title to the same.
- 8.6 Subject to the prior permission of the Promoter in writing, in case the Purchaser gives the Premises on leave and license basis or on any other basis and if on that account the municipal authority or any other local body and/or authority charges the municipal or other taxes at an increased rate the Purchaser hereby agrees to pay such increased municipal taxes in respect of the Premises. In case the Purchaser fails to pay such increased municipal taxes the Purchaser shall alone be liable for all the consequences that may arise whether directly or indirectly or remotely from such non-payment.
- 8.7 The Promoter is in the process of entering into several Agreements similar to this Agreement (which drafts may change from time to time depending inter alia on the basis of further approvals, as may be obtained by the Promoter for construction on the Plot, as recited above or due to any other factual changes in the matter of development/ construction on the Plot) with various parties, who may agree to take and acquire flats tenements premises in the Building.

9 MAINTENANCE CHARGES/ADVANCES:

- 9.1 Of and from the date of possession of the Premises being handedover /offered to be handedover by the Promoter to the Purchaser, the Purchaser will be bound and liable to bear pay and reimburse to the Promoter or his successors assignees or and person or persons claiming under them the proportionate local taxes betterment charges water charges insurance premium (including any increases therein) charges for common lights repairs salaries of clerks bill collectors watchman sweepers and such other taxes charges cesses dues and duties as may be levied by the concerned local authority and/or government in respect of the Plot the Building and the Premises and all other expenses necessary of and incidental to the management and maintenance of the same. The same shall be in the proportion that the

area of the Premises bears to total area of the Building. Such amount of municipal taxes dues duties and outgoings shall only be finalized and crystallized upon the assessment of the Building being completed by the municipal bodies and authorities. The Purchaser shall be liable to pay Property taxes/Municipal taxes directly to the MCGM on completion of assessment of the building without any let hindrance issue or objection Hence pending the determination of the amount of municipal taxes dues duties and other payments, the Purchaser will be bound and liable to bear and pay to the Promoter and the Promoter will be entitled to recover from the Purchaser, the provisional monthly contribution as hereinafter provided. The provisional monthly contribution will be calculated at the per square feet rate of the carpet area of the Premises per month or at such rate as the Promoter may decide from time to time. However upon the assessment of the Building being completed by the local authorities and bodies in the event of there being any deficit/in the amount of provisional monthly contributions then the Purchaser does hereby agree and undertake to duly fully and promptly bear pay and/or reimburse the Promoter. Such provisional contribution will be utilized to pay and settle the aforesaid dues duties maintenance charges outgoings etc. The aforesaid payment shall be borne paid and reimbursed by the Purchaser to the Promoter until the Plot with the Building thereon being transferred in favour of the Organisation and the accounts and records being handedover to such Organisation.

- 9.2 Any amount by way of development charges for construction of the Premises and society conveyance or security deposits or any other charges dues or duties payable to the MCGM or any other local authority/Estate department or bodies or to the State Government that may hereafter be paid by the Promoter before handing over possession of the Premises, shall be reimbursed by the Purchaser to the Promoter in proportion to the area of the Premises and in determining such amount the decision of the Promoter shall be final conclusive and binding upon the Purchaser.
- 9.3 On or before possession of the Premises being handedover to him the Purchaser agrees and undertakes to pay and/or reimburse to the Promoter all the amounts/advances which may have been payable/paid by the Promoter in respect of the Plot, Building and the Premises, the list whereof is setout in the Fourth Schedule hereunder written (hereinafter referred to as the '**Advances**');
- 9.4 The Promoter shall utilize the Advances for the purposes for which the same may have been received/recovered by the Promoter. It is further agreed that the Promoter will have full and absolute right authority and power to invest such amount or amounts in the manner it may deem fit and the Purchaser shall have no right to such amount or the account thereof. The Purchaser will not be entitled to ask or claim any refund or adjustment of the amount mentioned herein against the expenses municipal taxes and outgoings or any increase therein. After the Plot with the Building is transferred to the Organisation, the balance of the aforesaid amounts of Advances if any after deduction therefrom of arrears of taxes and expenses hereinabove mentioned will be transferred without interest by the Promoter to the Organisation. PROVIDED HOWEVER, the amounts paid under the Fourth Schedule shall be non refundable and the Promoter shall not be liable

to repay the same or any part or portion thereof to the Purchaser or will the Promoter be liable to give to the Purchaser or the Organisation, any account or any amount in respect of Advances.

- 9.5 It is specifically and clearly agreed between the Promoter and the Purchaser that the Purchaser shall be liable to pay the maintenance property tax and other outgoings in respect of the Premises agreed to be purchased by him from the date of the Promoter offer/intimate the Purchaser to take possession of the Premises irrespective whether the Purchaser takes/accepts the actual possession of the Premises or not. It is clearly agreed and understood by the Purchaser that even if the Purchaser does not accept possession or commits delay in that behalf then the Purchaser shall be liable to pay the proportionate charges outgoings and property taxes etc in respect of the Premises from the date of the Promoter' intimation/offer of possession.
- 9.6 If the tentative amounts of property taxes and/or maintenance charges are not sufficient for payment of the proportionate property taxes and/or the proportionate maintenance charges of the Premises, the Promoter shall increase the monthly bills towards the Purchaser's share of property taxes maintenance charges and other outgoings in respect of all common areas, facilities of the Building. The entire responsibility of payment of any such increase in maintenance, other outgoings or property tax as the case may be in respect of the Premises will be entirely of the Purchaser and will be borne and paid by the Purchaser alone and the Promoter shall not liable or responsible for the same. The Purchaser will indemnify the Promoter in that behalf.
- 9.7 In this Agreement wherever it is stipulated that the Purchaser is liable to make any payments in common with other purchasers/allottees of the other flats/tenements in the Building, then such payments shall be in the proportion that the carpet area of the Premises bears to the total carpet area of all the flats/tenements/premises in the Building.
- 9.8 The maintenance charges to be paid by the Purchaser would also include the charges cost expenses and amounts required for maintenance of various Common Area including the common equipment that may be installed in the Building including interalia lights sewer line storm water drain water lines compound garden civil mechanical and electrical system installed for reuse of the waste water including sewage treatment plant, firefighting systems car parking systems civil mechanical and electrical system for rain water harvesting, high speed lifts, any amenities including internal pathways or roads or paved recreation areas submersible pumps installed in tank for municipal water and tank for storage of tanker/bore well water, pumps installed for firefighting, tank for municipal water, overhead tank and other water tanks by whatever name called, firefighting system common electric system (which may be installed for the lights, pumps equipment lifts security system etc) common plumbing system, common security system and such other expenses as are necessary or incidental for the maintenance and upkeep of the Building

10 STATUTORY PAYMENTS:

- 10.1 The Purchaser does hereby expressly unconditionally and irrevocably agree and undertake to bear pay or reimburse to the Promoter the

amounts of Goods and Service Tax (GST) as may be applicable and all such and other statutory taxes dues duties or payments which may be levied by Central Government State Government or local authorities or any other authorities (including payments for interest penalty or the like in respect of such taxes etc) payable directly indirectly or remotely in the present or in future on the sale construction or development of the Premises or any amenities facilities services relating thereto. Such payments reimbursements shall be made by the Purchaser to the Promoter proportionately alongwith payments/installments of Consideration under the Third Schedule hereof or within fifteen(15) days from the date of the intimation by the Promoter in that behalf or as the Promoter may require. In case of any deficit amount payable by the Purchaser to the Promoter for and on account of the aforesaid or other payments under this Agreement, then the same shall be paid or reimbursed by the Purchaser to the Promoter before accepting possession of the Premises. The Purchaser does hereby further agree and undertake to indemnify and keep the Promoter indemnified saved defended and harmless of from and against any cost charge or expense incurred or any risk harm or prejudice suffered or any suit action or proceeding instituted in respect of or arising out of or due to the non payment of such GST or other statutory liabilities or payments whatsoever. Upon the request and direction of Promoter the Purchaser does hereby further agree and undertake to provide and handover to the Promoter the bankers cheques, post dated cheques or any like instrument bonds or written undertakings in respect of the amounts payable for the aforesaid purposes. In the event or in case of default by the Purchaser in the payment of GST or any such other or further statutory payments liabilities or the like relating the construction development sale marketing etc of the Premises then (a) the same shall be payable alongwith the interest as herein elsewhere stated and (b) the Promoter will be entitled to a first charge and lien on the Premises to that extent.

- 10.2 Further, the Purchaser or the financial institution making payment of Consideration or part thereof is responsible to deduct tax by way of Tax Deducted at Source (TDS) under section 194-IA of the Income Tax Act, 1961 at the rate applicable from time to time and deposit the same to the credit of Central Government and shall issue TDS Certificate(s) in favour of the Promoter in the prescribed Form 16B for the same within the statutory period. In the event of any error committed while deducting TDS or in E-filing, the same shall be rectified by the Purchaser/financial institution within a period of 30 (thirty) days from the error being brought to the Purchaser/financial institution's notice. The Credit for the TDS amount deposited by the Purchaser/financial institution will be given to the Purchaser only upon receipt of the Original TDS Certificate and only if the amount mentioned therein matches with the amount appearing in the Income Tax Department website. In the event, the Purchaser fails to produce the Original TDS Certificates for all the payments made by the Purchaser at the time of handing over possession of the Premises or within the time prescribed in the Possession Notice, whichever is earlier, the Purchaser will be required to deposit with the Promoter such equivalent TDS amount as interest free deposit, which deposit shall be refunded by Promoter to the Purchaser only upon the Purchaser furnishing the TDS Certificate within one month from the date of handing over possession of the Premises. In case the Purchaser

fails to handover all the original TDS Certificates within the stipulated period of one month from the date of handing over or within the period stipulated in the Possession Notice, whichever is earlier, the Promoter shall be entitled to appropriate the deposit against the amount of TDS Certificate receivable from the Purchaser. The Purchaser shall also be liable for all costs, expenses, penalties and interest as may be suffered by the Promoter on account of delay in furnishing the TDS certificate or otherwise. The Purchaser hereby indemnifies the Promoter from all such costs, expenses, penalties, interest, losses and damages as may be suffered by the Promoter.

- 10.3 The full Consideration excludes all taxes (comprising inter alia of tax paid or payable by the Promoter by way of Goods and Services Taxes and Cess and any other similar taxes, which may be levied, in connection with the construction and development of and carrying out the Project payable by the Promoter) up to the date of handing over possession of the said Unit, as elaborated herein below. The Consideration is non-escalatory, save and except in the event of any increase in the development charges or any other charges payable by the Promoter to MCGM or any other governing authorities. In the event of such escalations in the Consideration as a result of the aforesaid events, then the Promoter shall enclose a copy of the relevant notifications, circulars etc. together with the demand letter issued by the Promoter to the Purchaser for the escalated Consideration.
- 10.4 The Purchaser hereby expressly agrees that in the event of any amount being levied by or payable to the Municipal Corporation of Greater Mumbai and/or State Government and/or to MSEB by way of premium cess tax deposit and/or charges including any betterment charges development tax security deposits or charges for the purpose of giving permission for further development, water connection, drainage connection and electricity connection and/or any other taxes and/or payments of similar nature by whatever terminology called becoming payable by the Promoter, then and in such an event the same shall be paid/reimbursed by the Purchaser to the Promoter in proportion to the area of the Premises and in determining such amount, the discretion of the Promoter shall be conclusive and binding upon the Purchaser.

11 PURCHASER COVENANTS

With the intention to bind the Purchaser himself and his successors in title who may from time to time be entitled to the benefit under this agreement the Purchaser hereby covenants with the Promoter as follows:

- 11.1 to maintain the Premises at the Purchaser's own cost in good and tenantable repair and condition from the date on which possession of the Premises is taken and will not do or suffer to be done anything in or to the Premises or any other part thereof or the Building or any part thereof including but not limited to the Common Areas and Restricted Areas which may be against the rules regulations or bye-laws of the concerned local or any other authority or change or alter or make any additions alterations or modifications structural in nature in the Premises or any other part thereof or the Building or any part thereof;

- 11.2 to manage maintain lookafter keep neat clean tidy and in good repair and condition the niches architectural/elevation features flower beds etc which are attached and appurtenant to the Premises. The purchasers of the other premises etc in the Building shall have no right of access use enjoyment or occupation of such areas appurtenant attached to the Premises and the same shall solely exclusively remain in the use and enjoyment of the Purchaser alone;
- 11.3 not to store in the Premises any goods which may be of hazardous combustible or dangerous nature or which may be so heavy as to damage the construction or structure of the Building or otherwise objectionable to the concerned local or other authority. In case any damage is caused to the Building or the Premises on account of negligence or default of the Purchaser in this behalf then the Purchaser alone shall be liable and responsible for the consequences of the breach/negligence/default.
- 11.4 not to carry or cause to be carried any heavy package which may damage or is likely to damage the staircase common passages or any other structures of the Building including its entrance;
- 11.5 not to carry out any addition alteration or modification to the Premises or any part or portion thereof without the prior written permission of the Promoter or the Organisation (as the case may be);
- 11.6 not to demolish or cause to be demolished the Premises or any part thereof;
- 11.7 not to make or do any addition or alteration or modification of whatsoever nature in or to the grills of windows lift landings and outside staircases and other portions of the Common Areas and Restricted Areas which may in any manner change alter harm deface or spoil prejudicially affect the symmetry elevation get up colour scheme facade or exterior design or colour scheme of the Building or any part thereof;
- 11.8 not to keep or place pots and other receptacles with or without plants or foliage on the edges parapets or any other outer portion of the Premises;
- 11.9 not to enclose the terraces passages or other portions of the Common Areas and Restricted Areas or any other portions of the Building;
- 11.10 not to affix box grills or any other enclosures or additions or projections of any nature whatsoever to the Premises or any part thereof;
- 11.11 the window air conditioners or split unit air conditioners should be appropriately installed in the place provided therefor;

- 11.12 to affix and install Dish Antenna/s, Relay Station/s for Cellular and Satellite Communications etc. on the common terrace as may be mutually agreed between the Purchaser and the Promoter;
- 11.13 to keep the portion sewers drains pipes of the Premises and appurtenances thereto in good and tenantable repair and condition and in particular so as to support shelter and protect the other parts of the Building;
- 11.14 not to chisel or in any other manner damage the columns beams walls slabs or RCC structures or other parts of the Premises without the prior written permission of the Promoter and/or the Organisation;
- 11.15 not to do or permit to be done any act or thing which may render void or voidable any insurance of the Building or any part thereof or whereby any increased premium shall become payable in respect of such insurances;
- 11.16 not to place or keep any garbage cans waste paper baskets in the common passage staircases landing or lobbies of the Building;
- 11.17 not to carry or cause to be carried or moved any garbage cans in the lifts of the Building;
- 11.18 not to throw dirt rubbish rags garbage or other refuse or permit the same to be thrown from the Premises in the compound or any portion of the Plot or the Building;
- 11.19 to maintain manage lookafter repair and keep in good order and condition the Common Areas Restricted Areas passages compounds and other common areas facilities and amenities with the electrical light drains pipes sewers and all other installations and connection hereto;
- 11.20 to bear and pay the proportionate costs charges and expenses for repairing and maintaining the common properties and amenities as also the proportionate rents rates taxes and all other outgoings including any increases therein payable to the municipal authorities the State Government or any other local or public authority in respect of the Plot including the Common Areas Restricted Areas and other properties and amenities therein. Such proportionate costs charges expenses and rent rates taxes and outgoings will be paid initially to the Promoter and thereafter, to the Organisation;
- 11.21 to fully and properly restore at its entire costs charges and expenses the common properties common areas and amenities or any part thereof to its original condition whenever it is dug up opened or used for carrying out any kind of works therein. Such work shall not be carried out in a way that it will obstruct or impede the use of such common properties and amenities for a period longer than necessary and reasonable. Before such work is commenced a reasonable prior notice in writing shall be given to the parties affected thereby including the Promoter or the Organisation (as the case may be);

- 11.22 without prejudice to the consequences or liability that may arise in that event the Purchaser will bear and pay all increases in local taxes water charges insurances and such other levies if any which are imposed by the concerned local authority and/or government on account of change of user of the Premises by the Purchaser;
- 11.23 Notwithstanding any of the provisions hereof and irrespective of any other deed document paper agreement writing arrangement arrived at or executed or deemed or purported to be arrived at or executed by and between the parties hereto and/or any of them it is hereby expressly agreed and understood by and between the parties hereto that upon all the consideration amounts/premia dues payable being paid by the Purchaser to the Promoter under this Agreement the Purchaser will thereafter be absolutely entitled to sell dispose lease sub-lease let sub-let gift mortgage charge or in any manner dispose of or transfer the Premises or any part or portion thereof for such consideration or compensation whether in cash or in kind to such person or persons or reputed or body corporate bank or financial institution or otherwise whatsoever. The provisions hereof will itself operate and be deemed to be the approval and permission of the Promoter to the Purchaser to create any encumbrances or any third party rights in respect of the Premises as aforesaid. No other or further permission in that behalf will be required to be procured sought or taken by the Purchaser from the Promoter. Moreover no transfer charge premium or any other cost charge or expense or any account whatsoever shall be payable by the Purchaser to the Promoter;
- 11.24 to observe and perform all the rules and regulations which the Organisation may adopt at its inception and the additions alterations and amendments thereof that may be made from time to time for protection and maintenance of the Building the Common Areas the Restricted Areas amenities and facilities and the commercial premises/residential flats premises therein or otherwise;
- 11.25 to observe and perform the existing building rules regulations and bye-laws of the concerned local authority and of government and other public bodies;
- 11.26 to observe and perform all the stipulations and conditions laid down by the Organisation regarding the occupation and use of the Premises in the Building and shall pay and contribute regularly and punctually towards the taxes expenses or other outgoings as herein elsewhere provided;
- 11.27 till the Deed of Transfer/Conveyance of the Plot with the Building thereon is executed in favour of the Organisation the Purchaser shall permit the Promoter and his architect and surveyors and agents with or without workmen at all reasonable times to enter into and upon the Premises to view and examine the state and condition thereof.

- 11.28 The Purchaser shall not hang clothes for drying or otherwise on the façade of the Building or anywhere outside the said Unit on any ground whatsoever and howsoever arising. All washing and/or drying equipment required to be installed by the Purchaser shall be installed within the said Premises and nowhere else in the Building. The Purchaser shall not carry out any changes/amendments, which may affect the outside elevation of the Building on the ground that the same are not visible from outside the Building. The Purchaser/s hereby agree/s that the Purchaser/s shall not do and/or carry out any act, deed, matter or thing whereby the said elevation of the Building is affected in any manner (whether adversely or not) and/or whereby the look and feel of the elevation is modified.
- 11.29 To use the Flat only for residential purpose and not permit for the purpose of office showroom/shop/godown or for carrying on any industry or business;
- 11.30 To use the car parking spaces only for parking cars of the Purchaser/s during the time that the Purchaser/s holds the Flat;
- 11.31 Not to enclose and/ or misuse the terrace (including adjoining Terrace to the Flat, if any) at any time and keep indemnified the Promoter from any action, cost, charges and expenses that may be caused or suffered by the Promoter due to any action initiated by any person or authority for such enclosure or misuse of the said terrace.
- 11.32 Not to do or permit to be done any act deed matter of thing which may render void or voidable any insurance of the Property and the said Wing/Building in which the said flat is situated or whereby any increased premium shall become payable in respect of the insurance.
- 11.33 Not to use the refuge areas and/or fire fighting passages in the said Wing/Building for any purpose whatsoever as the same is provided as a refuge in case of fire.
- 11.34 To conform to the terms and conditions of the NOC issued by the Chief Fire Officer in respect of the refuge.
- 11.35 Subject to the provisions of clauses 11.14, 11.15, and 11.16 hereof and irrespective of any deed document paper agreement writing arrangement arrived at or executed or deemed or purported to be arrived at or executed by and between the parties hereto and/or any of them, it is hereby expressly agreed and understood by and between the parties hereto that the Purchaser will always be absolutely entitled to carry out all additions alterations modifications which are not structural in nature in the Premises and install affix fixtures fittings furniture etc for more suitable use and enjoyment thereof or otherwise and for such and other purposes to lay install pipes cables conduits etc. therein. No other or further permission in that behalf will be required to be procured or sought or taken by the Purchaser from the Promoter.

12 PURCHASER DELAY/DEFAULT:

- 12.1 The Purchaser will be bound and liable to pay the installment of the Consideration on the respective due dates thereof without any written virtual oral prior communication/intimation from the Promoter in that behalf. In case the Purchaser commits any delay in payment of any installment of Consideration or any other payments dues duties payable by the Purchaser to the Promoter hereunder (including the proportionate maintenance charges contribution or share taxes dues duties levied by the concerned authorities or any other statutory payments) then the Purchaser will be bound and liable to pay to the Promoter such installment of Consideration or any other payment with interest thereon calculated at the rate as stipulated in Rule 18 Chapter IV of the RERA Interest Rules 2017. The Promoter will have a charge lien and mortgage on the Premises to the extent of such unpaid Consideration and other amount alongwith interest thereon as aforesaid. The Purchaser will not be entitled to sell dispose off transfer or create any third party rights in respect of the Premises during the pendency of such charge lien or mortgage of the Promoter in that behalf and the Purchaser will not question challenge dispute oppose or object to the lien mortgage or charge created by the Promoter on the Premises.
- 12.2 On the Purchaser committing a default in payment of any amount and the interest accrued thereon due and payable by the Purchaser to the Promoter under this Agreement (including proportionate share of taxes levied by the concerned local authority or any other outgoings) beyond a period of two(2) months from the due date thereof or a breach of any of the terms and conditions herein contained the Promoter shall be entitled at his sole option to unilaterally terminate cancel and revoke this Agreement. giving a written notice in that behalf. The termination of this Agreement by the Promoter will be binding on the Purchaser and he will not raise any objection in that behalf. Upon termination of this Agreement by the Promoter:
- 12.2.1 It will be entitled and authorized to unilaterally forfeit (25%) percent of the consideration amount under clause 12.1 above as and by way of agreed and quantified liquidated damages and repay the balance amounts if any till then paid by the Purchaser to them out of sale proceeds of such Premises to the subsequent Purchaser;
- 12.2.2 the Purchaser will not be entitled to remain in the use occupation enjoyment or possession of the Premises and the Promoter will be authorized to resume the possession thereof from the Purchaser;
- 12.2.3 the earnest money deposit so forfeited by the Promoter will be appropriated by the Promoter as he may deem fit;
- 12.2.4 the Promoter will be entitled and authorized to sell the Premises to any other person or persons for such consideration and upon such terms and conditions as he may deem fit and proper in his absolute discretion and the Purchaser will not object and question the same;

and

12.2.5 the Purchaser shall have no right to claim any repayment of the earnest money deposit upon termination and cancellation of this foregoing Agreement.

12.3 The Promoter shall not be liable to pay to the Purchaser any interest on the amounts so refunded. Provided however incase of any deficit arising out of subsequent sale of the Premises then the Purchaser shall be liable to bear such loss/deficit. Provided however the power of unilateral termination as herein before contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Purchaser fifteen (15) days prior notice in writing of his intention to do so mentioning therein the specific default or breach on which such notice may have been found.

12.4 The Promoter will be entitled to exercise a first lien and charge on the said Premises in respect of amount remaining unpaid by the Purchaser under the terms and conditions of this agreement. The Purchaser does hereby agree and undertake that he will not sell dispose of or otherwise deal with the said Premises or in any manner part with possession thereof during the subsistence of such a charge of the Promoter on the Premises.

13 PROMOTER DELAY/DEFAULT:

13.1 Subject to the Purchaser making full payment of the Consideration in respect of the Premises and all other amounts hereunder payable by him to the Promoter and duly and fully abiding by all the terms and conditions thereof the Promoter shall handover possession of the Premises to the Purchaser on or before _____202_ and with a grace period of six (6) months that is on or before _____ 202_. In case the Promoter is unable to give possession of the Premises by the aforesaid final due date to the Purchaser and in case the Purchaser does not intend to cancel this Agreement and does not intent to withdraw the Promoter shall pay to the Purchaser the interest at such rates as per Rule 18/Chapter IV of the Rules on the amounts (excluding interest) till then received by the Promoter from the Purchaser in respect of the Premises.

13.2 In case the Promoter fails neglects or is unable to construct and complete the construction of the Premises within the final period stipulated in clause 13.1 above, then and in such an event the Purchaser shall give a fifteen (15) days written notice to the Promoter calling upon him to show cause as to why this Agreement shall not be terminated on the basis of the default/delay committed by him in that behalf. In case the Promoter is unable to show due and reasonable cause for the delay in constructing and completing the Premises then and in such an event the Purchaser will be entitled to terminate this Agreement and will issue a final termination notice in that behalf.

13.3 Upon the termination of the Agreement as aforesaid: (a) the Promoter will pay and refund to the Purchaser all the amounts till then paid by the Purchaser to the Promoter without any interest or accretion whatsoever; (b) the Agreement shall stand unilaterally terminated; (c) the Purchaser shall have no right of any nature in the Premises; (d) the Purchaser hereby agrees that all his rights in the Premises shall stand

extinguished and the Promoter will be at liberty to transfer the Premises to any other person or persons for consideration as he may deem fit and (e) thereupon the parties will execute Deed of Cancellation in that behalf.

- 13.4 Provided However such Consideration will be paid by the Promoter to the Purchaser only upon the Premises being sold by the Promoter and the consideration in that behalf being received by the Promoter from the subsequent purchaser.

14 FORCE MAJEURE:

- 14.1 Provided Further that the time for completion of the Premises will stand extended during the occurrence of any of the following events:

14.1.1 war civil commotion or Act of God;

or

14.1.2 any notice order notification of the government and/or other public or competent authority;

15 PROMOTER REPRESENTATIONS

- 15.1 The Promoter hereby represents and warrants to the Purchaser as follows:

15.1.1 The Promoter has clear and marketable title to the Plot. The Promoter is entitled to develop the same. The Title Certificate in that behalf is annexed hereto as **Annexure '2B'**. The Promoter is in actual physical and legal license / possession of the Plot for the redevelopment thereof;

15.1.2 The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out redevelopment of the Plot and shall obtain requisite approvals from time to time to complete the redevelopment thereof;

15.1.3 There are no encumbrances on the Plot except those disclosed hereinabove;

15.1.4 There is no litigation pending before any Court of law with respect to the Plot except those disclosed hereinabove;

15.1.5 All approvals, licenses and permits issued by the competent authorities with respect to the construction of the Building on the Plot are valid and subsisting and have been obtained by following due process of law. Further all approvals licenses and permits to be issued by the competent authorities with respect to the Plot and the Building shall be obtained by following due process of law. The Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Plot and the Building to be constructed thereon; **(NOTE: Client to Consider)**

15.1.6 The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing,

whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;

- 15.1.7 The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Plot/ Building and/or the Premises which will in any manner affect the rights of the Purchaser under this Agreement;
- 15.1.8 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Premises to the Purchaser in the manner contemplated in this Agreement;
- 15.1.9 At the time of execution of the Deed of Transfer/Conveyance Assignment of the Plot and Building as per the provisions hereof to the Organization, the Promoter shall handover the lawful vacant peaceful physical possession of the Common Areas of the Building.
- 15.1.10 The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions premiums damages and/or penalties and other outgoings whatsoever payable with respect to the Plot/ redevelopment thereof to the competent Authorities;
- 15.1.11 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance order notification (including any notice for acquisition or requisition of the Plot has been received or served upon the Promoter in respect thereof except those disclosed hereinabove.

16 PURCHASER REPRESENTATIONS:

- 16.1 The Purchaser represents and warrants to the Promoter as follows:
 - 16.1.1 the Purchaser has the full legal capacity and authority to enter into this Agreement and to execute, deliver and perform this Agreement;
 - 16.1.2 if the Purchaser is an incorporated entity, it is duly incorporated or organized and existing under the laws of the jurisdiction of its incorporation or organization, and that it has full power and authority to enter into, execute, deliver and perform this Agreement and that the execution, delivery and performance by the Purchaser of this Agreement has been duly authorized by all necessary corporate or other action of the Purchaser; and
 - 16.1.3 this Agreement is validly executed and constitutes the legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms.
- 16.2 The Purchaser hereby grants his express consent to the Promoter to raise any loan or any other financial facility against the Plot and/or the Building under construction without creating any charge encumbrances on the Premises. This consent is on the express understanding that

such liability shall be cleared by the Promoter's at its own expenses prior to the transfer of the Plot or any other portion thereof as hereinabove stated. The Purchaser shall not be liable to pay any amount for the liability created by the Promoter on the Plot or the Building in any manner whatsoever.

- 16.3 It is hereby agreed by and between the parties hereto that the Purchaser shall be entitled to mortgage the Premises with any Bank and/or financial institution as security for repayment of loan. Provided always it shall be responsibility and liability of such Purchaser alone to repay the loans with interest accrued thereon and further provided that the Promoter shall incur no liability in respect thereof. The Purchaser shall indemnify and keep the Promoter indemnified saved defended and harmless in that behalf.

17 **BORROWING BY THE PROMOTER**

Subject to terms and conditions of these presents, the Purchaser agrees that the Promoter shall be entitled to raise construction finance, project finance or any other finance or loan against the Plot or the premises proposed to be constructed in the Building underwriting by mortgaging, hypothecating receivables and/or developable property (including but not limited to mortgage by way of deposit of title deeds), from any Bank/ financial institution/ Non-Banking Financial Institution (Lenders) and without having to seek further consent from Purchaser in any manner whatsoever, written or otherwise, but without the Purchaser being responsible /liable towards its repayment and incurring any liability in any manner whatsoever (financial or otherwise)

18 **ENTIRE AGREEMENT:**

- 18.1 This Agreement, along with its Schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes:
- 18.1.1 Any and all understandings, any other agreements, application form, Brochure, Expression of Interest (EOI), letter of acceptance, allotment letter, correspondences, arrangements, whether written or oral, if any, between the Parties in regard to the Flat/Premises.
- 18.1.2 All Brochures/Leaflets/Pamphlets/ads/social media content/walk through presentations/master plan/layout plan or any other document including photographs, images, designs, plans, specifications, layout, height, dimensions, facilities, vegetation, features and communication as contained therein, which are merely an artistic impression and imagination and may vary to actual project on site. The actual and physical features, amenities and facilities in the Building/s or the said Flat/Premises would be in accordance with plans and specifications approved by the authorities and as contained in this agreement.
- 18.2 This Agreement may be amended only with the prior written consent of the Parties.

- 18.3 The execution of this Agreement shall be completed only upon its execution by the Promoters through its Director/authorized signatory at the Promoters' Office, or at some other place which may be mutually agreed between the Promoters and the Purchaser. The Purchaser and/or the Promoters shall present this Agreement at the office of the Competent Sub Registrar within the time limit prescribed by the Registration Act 1908 and the parties hereto will attend such office and admit execution thereof.
- 18.4 The Purchaser hereby confirms that he has carefully gone through the terms and conditions of this Agreement and/or the same have been explained to him by experts/advisors/professionals. The Purchaser has signed and executed this Agreement out of free will and volition, without any pressure, undue influence, coercion or threat of any nature whatsoever.

19 COMMUNICATION

- 19.1 All the notices to be served on the Purchaser as contemplated by this agreement shall be deemed to have been duly served if sent to the Purchaser by or under certificate of posting at his address specified hereinabove.
- 19.2 The forwarding of this Agreement to the Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser until, firstly the Purchaser signs and delivers this Agreement with all the schedules alongwith the payments due as stipulated in the Third Schedule hereunder written within thirty (30) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub Registrar as and when intimated by the Promoter. If the Purchaser fails to execute and deliver to the Promoter this Agreement within thirty (30) days from the date of its receipt by the Purchaser and/or appear before the Sub Registrar for its registration as and when intimated by the Promoter then the Promoter shall serve a prior written notice to the Purchaser for rectifying the default which if not rectified within fifteen (15) days from the date of its receipt by the Purchaser then the application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned by the Promoter to the Purchaser without any interest or compensation whatsoever.

18 SEVERABILITY:

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

- 18.2 This agreement shall be subject to the provisions of the RERA and , the Rules themselves. In the event of any of the provisions of this Agreement being contradictory or inconsistent with those of the Act then the provisions of the Rera and the Rules shall override such contradictory or inconsistent provisions hereof. **(NOTE: Client to consider)**

19 DISPUTE RESOLUTION AND JURISDICTION:

- 19.1 Any dispute between the parties hereto relating to the Premises or the Building shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Maha RERA-Regulatory Authority as per the provisions of the RERA and its Rules thereunder.
- 19.2 The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts at Mumbai alone will have the jurisdiction for this Agreement.
- 19.3 Any reference to any enactment, statute, regulation is shall be deemed to mean reference to it, as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted. Any reference to a statutory provision in a particular statute or legislation shall in case of repeal or re-enactment or amendment of such statute shall be deemed to be a reference to the corresponding provision of the new/amended/re-enacted statute or legislation, which most nearly resembles the provision of the originally applicable statute or legislation.

20 PARKING SPACES:

- 20.1 The Promoter agreed to allot and provide for the use of the Purchaser for the better and more productive use of the Premises, the ____ (___) car parking slot(s) in the Stack Parking System (which may be in the form of stack parking or any other form of automated parking) (hereinafter referred to as the '**Car Parking Slot**'). The Purchaser agrees and acknowledges that:
- 20.1.1 The Purchaser undertakes not to sell/transfer/lease or give on license or in any manner part with the Car Parking Slot allotted to him. The rights of the Purchaser in respect of the Car Parking Slot shall be co-extensive and co-terminus along with this Agreement. The Purchaser agrees that unauthorized use of the Car Parking Slot will tantamount material breach of the terms of this Agreement. For such breach, the Purchaser shall have the right interalia to levy such penalty or take such action as it may deem fit. The Purchaser undertakes to pay such maintenance charges in respect of the Car Parking Slot as may be decided by the Promoter from time to time;
- 20.1.2 The Robotic/Automated Car Parking System shall be purchased by the Promoter from third party vendor/s and the same is subject to normal wear and tear and is also susceptible to malfunctioning. It may require shut down for repairs and maintenance. The Purchaser waives any and all claims liabilities

against the Promoter and/or its affiliates or its successors, MCGM, SRA and its officers in case he experiences any malfunctioning or shut down for any period or for want of electricity etc. Further, the obligation of the Promoter to maintain such mechanical Car Parking Slot will be limited to one(1) year of the warranty period or until offering in writing to handover the management of the Building to the Organisation whichever is earlier. The Purchaser agrees not to withhold the maintenance to be paid towards the Premises or the Car Parking Slot for any reason whatsoever;

20.1.3 The Car Parking Slot shall be allotted by the Promoter to the Purchaser in the manner and at the sole discretion of the Promoter upon handing over possession of the Premises and the Promoter's decision in this regard shall be final and binding on the Purchaser;

20.1.4 The Common Areas as defined in clause 4.3 hereof as listed in the Sixth Schedule hereunder shall not deem to include the Car Parking Slot as aforesaid. The same is a Restricted Area as per clause 4.4 read with the Seventh Schedule.

21 GRANT OF EASEMENTARY RIGHTS:

21.1 The Promoter shall at his discretion be entitled to give/grant right of way/access or other easementary rights to any building/structure/wing within the Plot or in the vicinity of the Plot or in favour of any other person/s over or through the Plot or any part thereof and the Promoter shall be entitled to sign, execute and register the deed or agreement of grant of right of way or other easement, as the case may be and all types of agreements and writings as the Promoter may deem fit and proper, without there being any claim/recourse/objection from the Purchaser either individually or through the Organization; and the Purchaser hereby grants his and confirmation for the same. Any such documents executed by the Promoter shall be binding on the Purchaser and the Organization.

22 MISCELLANEOUS:

22.1 Both the parties agree that they shall execute, acknowledge and deliver to each other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

22.2 The original hereof shall remain with the Purchaser. The Purchaser shall present this agreement at the appropriate sub-registry for registration thereof and the Promoter will attend such sub-registry and admit execution thereof upon an advance intimation for the purpose being received from the Purchaser in writing.

22.3 It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Premises shall equally be applicable

to and enforceable against any subsequent purchasers being the nominees/assignees of the Purchaser or the Purchaser's heirs / executors/assigns/ successors in title as the Obligations alongwith the Premises for all intents and purposes.

- 22.4 The Promoter shall bear and pay the amounts payable towards the Stamp Duty on this Agreement and the Purchaser alone shall bear and pay all the amounts payable towards registration charges and expenses incidental thereto on this Agreement;
- 22.5 All applicable stamp duty registration charges and expenses incidental thereto on all subsequent documents for transfer of the Premises and the Car Parking Slots, if any shall be borne and paid by the Purchaser/s alone;
- 22.6 The Income Tax Permanent Account Numbers of the parties hereto are as under:

1 Mahendra Ravjibhai Makwana - Promoter - _____
 2 _____ - Purchaser - _____

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 HEREINABOVE REFERRED TO:
(Description of the Plot)

ALL THAT piece or parcel of freehold Non Agricultural land situate at Vallabh Baugh Lane Ghatkopar (East) Mumbai 400 077 within the limits of Greater Mumbai in the revenue village of Ghatkopar - Kirol taluka Kurla in the district and registration sub district of Mumbai City and Mumbai Suburban formerly bearing Old Survey No 245A Hissa No 6(part) and now bearing Final Plot no 132/133/A of the TPS 3 Ghatkopar admeasuring 654.70 sq mts and bounded as follows that is to say On or towards North Vallabh Baugh Lane On or towards South by land bearing Final Plot Nos 121 and 122 On or towards East by land bearing Final Plot no 131 On or towards West by land bearing Final Plot No 134.

THE SECOND SCHEDULE HEREINABOVE REFERRED TO:
(Description of the Premises)

ALL THAT Residential Flat no ____ admeasuring about ____ sq ft (RERA carpet area) that is ____ sq ft (RERA built up area) on the ____ floor with ____ (____) mechanized/puzzle parking spaces in the building known as '____' under construction on the Plot described in the First Schedule hereinabove stated.

THE THIRD SCHEDULE HEREUNDER WRITTEN:
(Consideration of the Premises)

The Purchaser will pay to the Promoter the Consideration of Rs _____/- (Rupees _____ only) which will be paid by the Purchaser in the following installments;

No.	Amount	%	Particulars
1		10%	to be paid before registration of the present Agreement
2		10%	to be paid on or after or the execution of Agreement
3		15%	on Plinth / Foundation Stage
4		3%	On Completion of 1 st Slab
5		3%	On Completion of 2 nd Slab
6		3%	On Completion of 3 rd Slab
7		3%	On Completion of 4 th Slab
8		3%	On Completion of 5 th Slab
9		3%	On Completion of 6 th Slab
10		3%	On Completion of 7 th Slab
11		3%	On Completion of 8 th Slab
12		3%	On Completion of 9 th Slab
13		3%	On Completion of 10 th Slab
14		3%	On Completion of 11 th Slab
15		2%	On Completion of 12 th Slab and 13 th Slab
16		5%	on completion of walls, internal plaster, floorings, door & windows, Sanitary fittings, staircases, lift wells, lobbies up to the floor level on the Apartment
17		10%	on completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the building or wing in which the Apartment
18		10%	on completion of the lifts, water pump, electrical fittings, electro, mechanical and environments requirements, entrance lobby/s, plinth protection, paving of areas appertain and all another requirements as may be prescribed in the agreement of sale of the building or wing in which the said Apartment
19		5%	At the time of handing over the possession of the Apartment to the Allotted on or after receipt of occupancy certificate or completion certificate.
Total		100%	

THE FOURTH SCHEDULE HEREUNDER WRITTEN:
(Advances)

THE FIFTH SCHEDULE HEREUNDER WRITTEN:
(List of Amenities and Specifications)

THE SIXTH SCHEDULE HEREUNDER WRITTEN:
(Description of Common Areas)

- 1 Common Staircases
- 2 Underground Water tank
- 3 Overhead Water tank

- 4 Pump room
- 5 Society Office
- 6 Shops
- 7 Lifts
- 7 Car Lifts

(NOTE: Client to check)

THE SEVENTH SCHEDULE HEREINABOVE REFERRED TO:
(Description of Restricted Areas)

SIGNED SEALEDAND DELIVERED)
BY THE withinnamed 'Promoter')
Mahendra Ravjibhai Makwana)
in the presence of)

Signature

(Mahendra Ravjibhai Makwana)
PROMOTER

Photograph

Thumb Impression

SIGNED SEALEDAND DELIVERED)
BY THE withinnamed 'Purchaser')
 in the presence of)

Signature

()
PURCHASER

Photograph

Thumb Impression

RECEIVED of and from withinnamed)
Purchaser the earnest money deposit)
(being paid Consideration) of Rs ____/-)
(Rupees _____only))
exclusive of the TDS of Rs ____/-)
as hereunder setout:)

SR NO	PAYER	PAYEE	CHEQUE/ UTR NO CHALLAN NO	DATE	BANK/ BRANCH	AMOUNT (IN RS)
1	Purchaser	Promoter on (execution hereof)				
2	Purchaser	Income Tax Department (on execution hereof)				

Rs _____/-

=====

I SAY RECIEVED

(Mahendra Ravjibhai Makwana)

PROMOTER

WITNESSES :

1 (_____)

2 (_____)
