

To,

Date: _____

Sub: - Provisional Allotment of Flat No. ____ of Wing ____ on ____ Floor in the Building/s known as **JYOTI SUKRITI Bldg No. 4** consisting of podium + Stilt + 20 Upper Floors to be constructed on property bearing C.T.S. No.620A/1-A-1 (pt) at Krishna Vatika Marg, Gokuldharm, Next to Lakshchandi Heights, Goregaon (East), Mumbai-400063.

Sir/ Madam,

1. You are aware that we are entitled to develop the property bearing C.T.S. No. 620A/1-A-1 (pt) at Krishna Vatika Marg, Next to Lakshchandi Heights, Gokuldharm, Goregaon (East), Mumbai-400063 ("the said property") under sanctioned plans by the Slum Rehabilitation Authority.
2. You being desirous of acquiring a Flat No. ____ admeasuring ____ square metres equivalent to ____ square feet (carpet area) as defined under the Real Estate(Regulation & Development) Act, 2016 (with variation of not more than 3% of the carpet area), on ____ Floor in the ____ Wing of the said Building being constructed on the said property ("**said Unit**") and ____ parking space in the open/ stilt/ podium space of the building (hereinafter referred to as the said "**parking space**"), approached and requested us to reserve the said Unit and parking space for allotment of the same to you. The car parking number shall be assigned and communicated to you at a later date. The said parking space shall be used for parking of a vehicle only and for no other purpose and that no alteration and/or modification and /or construction of any nature shall be carried out in the said parking space. The said unit and the car parking space, if any, are hereinafter collectively referred to as "**the said premises**".
3. As desired by you and pursuant to your request and relying on your representations and covenants, we hereby inform you that we are agreeable to reserve the said premises for allotment of the same to you, subject to your complying with and performing all other terms, conditions, covenants contained herein.
4. The consideration of the said Unit shall be Rs. ____/- (Rupees ____) and the consideration of the said parking space shall be Rs. ____/- (Rupees ____) exclusive of taxes. The aggregate consideration shall be Rs. ____ exclusive of taxes.
5. This letter is a confirmation for booking and does not convey in your favour any right, title or interest of whatsoever nature unless and until required documents such as Sale Agreement / Sale Deed are executed. That after the execution of such Agreement, saving and excepting the said premises reserved for allotment to you, you shall have no claim or right of any nature or kind whatsoever in respect of unsold flats, parking spaces, open spaces, terraces, etc.
6. We have uploaded the draft of the Agreement for Sale on the website of Maharashtra Real Estate Regulatory Authority, i.e. <https://maharera.mahaonline.gov.in/>.

7. Statutory expenses like Stamp Duty & Registration charges and Legal/ Incidental Expenses for registering the said flat will have to be borne by you along with GST and other taxes as applicable. Increase in existing tax, levies and any fresh Governmental levies, applicable during this period, shall be met by you.
8. You shall sign and deliver the Agreement with all the Schedules and Annexes along with the payments due as stipulated in the payment schedule within 30 days from the date of its receipt and appear for registration of the same before the concerned office of the Sub-Registrar of Assurances as and when intimated by us. If you fail to appear before the concerned office of the Sub-Registrar of Assurances for its registration within the time limit prescribed by the Registration Act, then we shall serve a notice to you for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by you, the allotment shall be treated as cancelled and all the sums deposited by you shall be returned to you after deducting liquidated damages as applicable.
9. You shall ensure that if you are availing a Loan, you shall do so within 30 days from the date of allotment so as not to delay the process of payments based on the schedule. However, you shall not be on that ground or any other ground whatsoever, be entitled to any extension of any time for payment of amounts payable by you or discharge of your other obligations. We shall under no circumstances be held responsible for non-sanction of the loan to you for whatsoever reason. The payment of installments to us shall not be linked to the housing loan availed / to be availed by you.
10. You are aware that the information/specifications/amenities/layout/pictures/details/ structures/ facilities shown/contained in the brochure/ site display/walk thru/ sample flat/ model display are conceptual and for representation/ promotional purpose only and that you shall not bind us on the same.
11. We shall not undertake to make any additional modifications and/or alterations in the individual flat level, except what is promised in the approved plans and sale agreement. Any cost for any additions and alterations made over and above the agreed specifications at your request shall be charged extra subject to MCGM rules and regulations and at our discretion.
12. We shall have full right and absolute authority and shall be entitled to amend the existing project layout to construct additional building/s, structure/s, wing/s in the project layout, to put up additional floors over, around or above the terrace of the said building being constructed on the said property. We shall be entitled to, at any time hereafter to change, re-align, re-design, alter and amend the layout of the project and/or the said Properties and/or get the said property sub-divided into small portions or parts or amalgamate the same with any other property or properties. All such additions, alterations, additional floors and/or additional wings, buildings and/or structures, facility/ etc. shall be our sole property and we shall be entitled to sell/allot/lease/ mortgage and/or otherwise deal with the same in the manner we may deem fit and you hereby give your full free consent for the same and shall not have any objection in this regard.

13. Allotment of flat is our sole discretion and in case the flat is not allotted to you for any reason whatsoever, you shall not raise any objection or claim damages or challenge the same in court of law and the amount deposited herein shall be refundable to you without any interest within 30(thirty) days from the date of notice regarding rejection of this allotment.

14. The aggregate consideration price of Rs. _____/- (Rupees _____) exclusive of taxes shall be paid by you to us in the following manner:

No	Stage of Payment	Due in %
1	On completion of Plinth Work	10
2	On completion of Each Slab (3.5%)	70
3	On completion of Masonary work (0.25%)	5
4	On completion of Flooring work (0.25%)	5
5	On completion of Plaster work (0.25%)	5
6	On Possession	5
		100

15. In addition to the aforesaid sale price, you shall also pay all such amounts as may be mentioned in the Agreement for Sale that may be executed by us as mentioned below:

Sr. No.	Particulars	Amount (Rs)
1	Share money	
2	Society Formation & Registration	
3	Legal Charges	
4	Water/ Electric Meter charges	
5	Club House/ Gym/ Fitness Centre	
6	Corpus Fund	
7	Deposit towards proportionate share of outgoings	
8	Deposit towards proportionate share of municipal taxes	
9	Development Charges	
10	Common area generator backup charge	
11	MGL Connection Charges (If Avail)	
	Total	
** GST / Any other Govt Taxes as applicable		

We reserve the right to alter / change / enhance the above mentioned additional expenses and payment schedule, the amounts and percentages mentioned therein.

16. The Price is and shall always be exclusive of all taxes, levies, duties, cesses etc. All such taxes, levies, duties, cesses, of whatever nomenclature called (whether applicable/payable now or become applicable/payable in future) including, but not limited to Goods and Services Tax (GST) or any other taxes or levies etc. on any amount payable in respect of the transaction contemplated herein shall be borne and the same shall be paid by you alone and we shall never be liable, responsible and / or required to bear and / or pay the same or any part thereof.
17. You are requested to pay the sum amount due to us within a stipulated period of 15 days from the date of demand letter. Each of the payment/s reflected in clause 14 and 15 herein is essence of the contract and upon your failure to effect the payment of any of the installment/s or payments on due date, or any cheque getting bounced during the payment of any installment/s or payment, We in our discretion shall be entitled to revoke/ cancel the reservation of the said premises by giving 15 days' notice in that behalf to rectify the breach in addition to charging interest at the rate of 2% above prime lending rate as declared by SBI from time to time from the due date till the date of actual payment received/realised by us. In the event of your failure to rectify the breach we at our discretion shall be entitled to cancel and rescind this letter of allotment and clause 24 shall apply.
18. You shall be liable to pay escalation / increase in the Price, if such escalation / increase is on account of development charges, betterment charges and/or any cess, Tax, charges etc of whatever nomenclature called being levied and payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authority/Local Bodies/Government (Central or State) from time to time.
19. You shall not sell, transfer, deal with and/or otherwise dispose off in any manner whatsoever the said flat and/or the benefits under this letter of allotment and/or any part thereof to any party until the expiration of a period of 1 year from the date of this letter of allotment (the lock-in period). The term is one of the fundamental terms and essence of the contract.
20. In the event of any sale/transfer of the said flat and/or benefits under this letter of allotment after the lock-in period, we shall have right of first refusal to purchase the said flat at the same rate and on the same terms and conditions as has been agreed/offered to you by any prospective purchaser.
21. In the event that we refuse to exercise our right of first refusal, you shall be entitled to transfer the right and benefit under this letter of allotment to any prospective purchaser/s at the same or any higher rate as have been offered to us.
22. This allotment is transferable or assignable with our previous Written Consent after the lock-in period of 1 year is over and on payment of transfer charges.
23. In respect of every sale / transfer of the said flat, we shall be entitled to receive transfer charges calculated for the sale price of the said flat at the Company's ongoing sale value or the resale value, whichever is higher.

24. Upon termination/ cancellation of the allotment of the said premises we will be entitled to retain a minimum of 10% of the total consideration + interest due on unpaid amount + 2% brokerage + GST + any other taxes + TDS + Processing fee paid by you to the Broker, banks, financial institution etc. either directly or through us + interest paid by the us to the Financial Institution for and on your behalf (like pre EMI interest).

In addition to the above deductions you hereby agree to pay the loss incurred due to the difference in the sale price/market value on the date of booking and the date of termination in proportion to the payment made by you to us. We shall only refund the balance amount in respect of the premises to you after such deductions as above.

You agree and confirm that the amounts forfeited and appropriated constitute a reasonable, genuine, realistic and agreed pre-estimate of damages that will be caused to us, and that the same shall be in the nature of liquidated damages and not penalty.

Upon the cancellation of the allotment you shall have no claim, right, title and interest to seek allotment of the flat/ premises and car parking spaces and/or against us in any manner howsoever and we shall be at full liberty to make allotment of the captioned flat and car parking spaces to any third party which we may choose, without any reference or recourse to you in that behalf.

25. We shall endeavour to complete the construction of the said unit by Dec 2020. Provided always that we shall be entitled to extension of time for completion of the said flat, if the completion of building is delayed on account of force majeure or any other circumstances beyond our reasonable control. The term "other circumstances" for the purpose of this Agreement, shall mean and include:

- (a) Non-availability of steel, cement, other building material etc, water or electric supply;
- (b) Economic downturn;
- (c) Any other reason or eventuality which is beyond our reasonable control including precarious financial condition and/or economic downswing in real estate or any other industry;
- (d) Non-grant of NOC's/permissions/Occupation Certificate etc by the Government/Semi Government/Competent Authority which is not attributable to us.
- (e) any legislation, notice, order, rule, circular, notification judgement, decree, rule, regulation, notification or directive, and/or policies of the Central Government and/or public authority or other Competent Authority or court of law or injunction or stay or prohibitory orders or directions passed by any court of law, tribunal, body or competent authority, MCGM, statutory authority and high power committee etc;
- (f) delay or refusal in securing necessary permissions or completion/occupancy certificate from the Competent Authorities or water, electricity, drainage and sewerage connections from the appropriate authorities, for reasons not attributable to us;

- (g) force majeure or any other reason (not limited to the reasons mentioned above) beyond the control of or unforeseen by us, which may prevent, restrict, interrupt or interfere with or delay the constructions of the Building including the said Flat/premises; and / or
- (h) other force majeure and vis major circumstances or conditions including but not limited to the inability to procure or general shortage of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lockouts, action of labour unions or other causes beyond the control of or unforeseen by us or our agents; and/or
- (i) any other forces or reasons beyond our control.

26. Subject to the aforesaid, and subject to other terms hereof, if we are unable to offer possession of the said Unit by the date stipulated hereinabove and if you have complied with all your obligations hereunder, then and in such case only, you shall have any one of the following two options:

- I. To agree to continue with this Agreement and accept the said flat/ premises by the extended date of handing over of the possession of the said Premises;
OR
- II. Terminate this Agreement by giving a written intimation to us.

You shall exercise either of the above options within 30 days from the date on which the time to offer possession of the said premises expires. In case, you fail to intimate your option in writing, you shall be deemed to have opted for the option contained in sub-clause (I) and shall be deemed to have accepted, all future revisions/extensions of the Date of Offer of Possession, from time to time, without any liability or obligation whatsoever on our part.

On termination of this Agreement by you as mentioned in sub-clause (II) hereinabove we shall refund to you the amount already received by us in respect and towards the sale consideration of the said premises with simple interest at the rate of 2% above prime lending rate as declared by SBI from time to time from the date we received and realised the sum as demanded till the date the amount and the interest thereon is repaid. We shall not be liable to refund any amount/s paid by you towards TDS, GST, taxes, cess, levies of whatever nomenclature called, brokerage, interest, stamp duty, registration charges, etc., paid to Government authority and/or Competent Authority and/or any other Semi Government authority.

27. That if for any reason, whether within or outside our control, the whole or part of the project is abandoned, no claim will be preferred, except that money received by you will be refunded in full, without interest.

28. You shall become a member of the Association/Society/Limited Company/ Condominium/ association of apartment or other organization which shall be formed to look after the maintenance and abide by its rules.

29. The said Agreement to be entered into with us shall be governed by Real Estate (Regulation & Development) Act, 2016 and the rules framed thereunder and as amended from time to time or any re-enactment thereof.

30. It is further agreed that any dispute arising out of the above Agreement and interpretation of Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations framed thereunder and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference will be referred to an Arbitrator under the Arbitration and Conciliation Act, 1996 and whose decision shall be final and binding on both the parties. The venue of the arbitration shall be at Mumbai and any proceedings arising out of this agreement shall be subject to the jurisdiction of Mumbai court.

31. You have confirmed the above by signing at the bottom of this letter.

For M/s. Jyoti Builders

I/We confirm

Partner

AGREEMENT FOR SALE

This Agreement is made at Mumbai on _____ this day of _____ of the Year Two Thousand and Seventeen.

Between

M/s JYOTI BUILDERS, a partnership firm registered under the Indian Partnership Act, 1932 having its office at 6th Floor, Dheeraj Plaza, Hill Road, Bandra (W), Mumbai-50 hereinafter referred to as the **"Developers"** (which expression shall, unless it be repugnant to the meaning or context thereof, mean and include the present partner/s from time to time of the said firm, their survivors or survivors of them and their respective heirs, executors, administrators and assigns) of the One part:

And

_____ having their address at _____ hereinafter referred to as **"the Purchaser/s"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of a limited company its successors and permitted assigns) of the Other Part.

WHEREAS:

- A. By and under Consent Terms dated 03-08-2000 filed in H.C. Suit No.1611 of 2000 registered under Serial No. BDR-12-4176-2005 dated 24-08-2005, M/s. Vikas Housing Limited became solely and absolutely entitled to and is seized and possessed of immovable properties being piece or parcel of freehold land lying and being at Village Malad (E) totally admeasuring about 12,606.7 sq.mts. more particularly described in the Firstly, Secondly, Thirdly and Fourthly Schedules in the First Schedule hereunder (hereinafter collectively referred to as **"the said lands"**).
- B. The said Vikas Housing Limited executed a Development Agreement dated 29.12.2004 and registered Irrevocable Power of Attorney dated 24.08.2005 in favour of the Developers empowering and authorizing the Developers to develop the said lands under the relevant provisions of D.C. Regulations 1991. The said Development Agreement and Power of Attorney are duly registered under Serial No. BRL9/6625/2014 and Serial No. BDR/12/4177 of 2005, with the office of the Sub-Registrar, respectively.
- C. The said lands were declared as "slum" under the provisions of Indian Slum Act, 1971 as per the notifications dated 17-11-1987 and 13-01-1992 issued by the concerned authorities.
- D. The Slum Rehabilitation Authority has issued the Letter of Intent (LOI) dated 09-08-2005. The Developers has constructed the rehab building Nos. 5, 6, 7, 8 and the rehab building no. 9. Is under construction. The Developers obtained the Occupation Certificate and rehabilitated the eligible slum dwellers in the aforesaid completed rehab buildings.

- E. The SRA has approved the construction of a free sale building being a multistorey building comprising of stilt + 2 podium + 20 Floor upper floors/ storeys building on a portion of the said land plot marked "B" admeasuring about 4328.63 sq.mts. in the layout plan, which is more particularly described in the Second Schedule hereunder written (hereinafter referred to as the "**said property**"), and sanctioned and approved plans vide I.O.D. dated 02-06-2012 and C.C. dated 06-06-2012 for sale of premises therein to third parties, i.e. free sale building.
- F. The Developers are thus fully entitled to construct building for free sale, known as "JYOTI SUKRITI Bldg No. 4" and sell, deal with and dispose of the premises in such free sale building on ownership basis to the prospective Purchaser/s on the said property in accordance with I.O.D. dated 02-06-2012 and C.C. dated 06-06-2012. Annexed hereto and marked as **Annexure "1"** is the copy of the I.O.D., **Annexure "2"** is the copy of the C.C. and **Annexure "3"** is the copy of the Property Register Card.
- G. The Developers have entered into a standard agreement with Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects.
- H. The Developers have also appointed a Structural Engineer for the preparation of the structural designs and drawings of the said building and the Developers accepts the professional supervision of the Architect, the Structural Engineer, any other Architect or structural engineer till the completion of the said building.
- I. Mr. S.K. Ali and Associates, Advocates, have investigated the title of the owners and the authority of the Developers to develop the said property and sell, deal with and/or dispose of the premises in such free sale building on ownership basis and has issued Title Certificate dated 03-05-2013. A copy of the said Title Certificate is annexed hereto and marked as **Annexure "4"**.
- J. The Purchaser/s, being desirous of acquiring a ___ BHK, Flat No. ____, admeasuring ___ square metres equivalent to ___ square feet (carpet area) as defined under the Real Estate (Regulation & Development) Act, 2016 (the "RERA Act") on ___ floor in the ___ Wing in the building named as "JYOTI SUKRITI Bldg No. 4" hereinafter referred to as "the said building" being constructed on the said land and shown on the floor plan hereto annexed as **Annexure "5"** (hereinafter referred to as "the said Flat/Premises") has approached the Developers and requested the Developers to allot him/her the said flat/premises with the benefit of the use of the car parking space/s as amenity thereto. Acceding to the aforesaid request of the Purchaser/s, the Developers have agreed to allot to the Purchaser/s, and the Purchaser/s agreed to acquire from the Developers, the said flat for the consideration and on the terms and conditions hereinafter appearing.
- K. The Developers has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (the "**RERA Act**") with the Real Estate Regulatory Authority at Mumbai vide no. ____; an authenticated copy of such registration is attached in **Annexure "7"**.

- L. The Purchaser/s has demanded inspection from the Developers and the Developers have given inspection to the Purchaser/s of all the documents including the documents of title relating to the said property mentioned in the recitals hereinabove and also the plans, designs and specifications prepared by the Developer's Architects, the Certificate of title, revenue records and all other documents as specified under "RERA Act" and the rules made there under, and the Purchaser/s is satisfied with the right and authority of the Developers to construct the said building and sale the premises therein as well as the documents of which inspection has been given to him/ her/them and agrees not to raise any further requisitions.
- M. Under the Act, the Developers is required to execute a written Agreement for Sale in respect of the premises agreed to be sold to the Purchaser/s, and the Parties are therefore, executing these presents which shall be got registered under the Indian Registration Act, 1908;
- N. Authenticated copies of the following are attached to this Agreement :
- Annexure "1" IOD
 - Annexure "2" CC
 - Annexure "3" Property Register Card
 - Annexure "4" Title Certificate
 - Annexure "5" Typical Floor Plan
 - Annexure "6" List of Amenities
 - Annexure "7" RERA registration Certificate
 - Annexure "8" Schedule of payment for 30 floors

NOW THIS DEED WITNESSETH AS UNDER: -

1. The Developers have commenced construction of the said new building named "JYOTI SUKRITI Bldg No. 4" consisting at present of Stilt + 2 Podium + 20 upper floors / storeys on the said property more particularly described in the Second Schedule hereunder written in accordance with the plans, specifications, designs and elevations as approved by the concerned local authority; Provided that the Developers shall obtain prior consent in writing of the Purchaser/s in respect of such variations or modifications only in case, the same adversely affects the said Flat agreed to be acquired by the Purchaser/s; Provided however that the Developers shall be entitled to make such (a) variations and modifications in the plans as may be required by the concerned authority / Government and/or necessitated by and/or deemed desirable due to any change in law, policy and/or building regulations and/or (b) minor changes or alterations as may be necessary in the said flat due to architectural and structural reasons duly recommended and verified by an authorized Architect.
2. The Developers hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been or may be imposed by the concerned local authorities and/or Government bodies at the time of sanction of the said layout / building plans or thereafter.

Completion of Masonary Work - To be paid in 20 equal installments x 0.25% i.e. /- on completion of each floor's masonry work of the building in which the said flat is situated.	5%	
On Completion of Plaster Work - To be paid in 20 equal installments x 0.25% i.e. /- on completion of each floor's plaster work of the building in which the said flat is situated.	5%	
On Completion of Flooring Work - To be paid in 20 equal installments x 0.25% i.e. /- on completion of each floor's flooring work of the building in which the said flat is situated.	5%	
On Possession being the balance consideration amount.	5%	
	100%	

It is hereby agreed that the said flat allotted to the Purchaser/s in the said building will be provided with the amenities as set out in **Annexure – 6** annexed hereto.

4. The Developers shall confirm the final carpet area that has been allotted to the Purchaser/s 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. The Purchaser/s agree/s and confirm/s that there could be variation in the Carpet Area of the completed flat/premises on measurement thereof, to the extent of three per-cent (3%) of the flat/ premises as a result of construction/execution/finishing variances, etc. The Purchaser/s accept/s the same and agrees that he/she/they/it shall not claim any adjustment, or reduction, in the consideration price on account of such variation (if any). However, if the Carpet Area of the constructed flat/premises increases or decreases over and above the variation/tolerance referred above, the consideration price shall vary accordingly, that is (i) if there is a reduction, the amount reduced shall be adjusted by Developers at the time of offering possession of the said flat/premises and (ii) If there is any increase in the carpet area allotted to Purchaser/s, the Developers shall demand additional amount from the Purchaser/s which shall be payable by the Purchaser/s prior to taking possession of the flat/premises. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3 of this Agreement.
5. Forwarding this Agreement to the Purchaser/s by the Developers does not create a binding obligation on the part of the Developers or the Purchaser/s until, firstly, the Purchaser/s signs and delivers this Agreement with all the Schedules and Annexes along with the payments due, as stipulated in the payment schedule at Clause 3 above, within 30 days from the date of its receipt by the Purchaser/s and secondly, appears for registration of the same before the concerned office of the Sub-Registrar of Assurances as and when intimated by the Developers. If the Purchaser/s fails to appear before the concerned office of the Sub-Registrar of Assurances for its registration within the time limit prescribed by the Registration Act, then the Developers shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, the allotment/ agreement of the Purchaser/s shall be treated as cancelled and all the sums deposited by the Purchaser/s shall be returned to the Purchaser/s after deducting liquidated damages per Clause 13.

6. It is expressly agreed by the Purchaser/s with the Developers that besides the stamp duty and registration charges the Purchaser/s shall solely bear and pay GST and/or any other applicable taxes in respect of this Agreement for sale of the said premises. The Purchaser/s further agrees that in case if any other taxes and duties are levied by the Central/State Government, local bodies, statutory authorities and/or concerned authorities, prospectively or retrospectively, in respect of this Agreement for sale of the said premises, the same will be borne and paid by the Purchaser/s alone. In case the Developers have made the necessary payments of any such taxes/ outgoings; the Developers will be entitled to recover the same from the Purchaser/s. The same will be paid by the Purchaser/s to the Developers within 15(fifteen) days from the date the same is demanded by the Developers from the Purchaser/s (time being essence). Further it has been agreed by the Purchaser/s with the Developers that in case of resale of the said premises by the Purchaser/s herein to any third party, the amount of GST and / or any other taxes payable upon the same shall be borne and paid by the Purchaser/s herein or the prospective buyer. The Purchaser/s hereby agrees and undertakes to indemnify and keep the Developers, its Partners, employees, agents, office bearers etc. indemnified of, from and against all such claims, demands, actions etc. in respect of all such amounts.
7. The Purchaser/s authorizes the Developers to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name, as the Developers may in its sole discretion deem fit, and the Purchaser/s undertakes not to object/demand/direct the Developers to adjust his payments in any particular manner.
8. The Purchaser/s is/are aware and the Purchaser/s expressly agree/s that single/stack car parking in the open/stilt/podium parking space shall belong to and be at the complete disposal of the Developers who are entitled to allot the same and the Purchaser/s herein shall not be entitled to raise any objection to the same. On payment of flat and parking consideration amount by the Purchaser/s to the Developers, and on performance of all the terms, conditions, covenants, obligations etc. by the Purchaser/s, the Developers hereby agrees to allot ____ car parking space in the open/ stilt/ podium parking space to the Purchaser/s on such terms and conditions as deem fit by the Developers. The parking number shall be assigned and communicated vide an allotment letter before possession. It is agreed that once the Developers provides the car parking to the Purchaser/s the responsibility of the maintenance and upkeep of the same shall be that of the Purchaser/s and that the Developers shall in no manner be responsible and/or liable to maintain and / or upkeep of the same. Only such Purchaser/s of premises in the said Building who have been allotted a parking space is entitled to have exclusive use of such parking space so agreed to be allotted to him/her/them for the purpose of his / her /their vehicle only and not for any other purposes and that no alteration and/or modification and /or construction of any nature shall be carried out in the said parking space. Any other Purchaser/s of premises in the said Building who have not been allotted parking space by the Developers will not be entitled to the use of any parking space. The Purchaser/s shall pay such outgoings in respect of the said parking space as may be levied by the Developers and/or the Ultimate Body that may be formed as mentioned herein.
9. The Purchaser/s who are allotted stack parking on the lower or upper level or entire stack is/are aware about provision of mechanical stack and the Purchaser/s of such lower/ upper level/ entire stack parking until the formation of the proposed Ultimate Body shall be jointly/ solely

responsible for its maintenance/ full time attendant till the formation of Ultimate Body. The Purchaser/s agree to indemnify M.C.G.M./S.R.A/Developers against any operational failure of mechanical stack and mishap caused therein of any nature whatsoever and shall not ask / claim any compensation / damages from M.C.G.M/ S.R.A/ Developers.

10. As a part of the transaction contemplated herein, the Purchaser/s shall, on the Purchaser/s being intimated to occupy the said flat, pay to the Developers inter alia the following amounts: -

(A)	Particulars of additional expenses	Amt (Rs.)
1	Share / Membership money	
2	Society Formation and registration	
3	Legal Charges	
4	Water / Electric meter charges	
5	Club House/ Gym /Fitness Centre	
6	Development Charges	
7	Common area generator backup charge	
8	MGL Connection Charges (If Avail)	
	Total	

(Note: If there are any applicable taxes/ changes in applicable taxes in respect of above expenses/amounts, the same shall be borne and paid by the Purchaser/s alone.)

The above amounts shall be payable by the Purchaser/s in addition to and over and above the consideration mentioned in clause 3 above and all other amount payable by the Purchaser/s under this Agreement or otherwise. The amounts mentioned in clause 10(A) are not refundable. The Developers are entitled to retain and appropriate the same to their account. The Developers shall not be liable, responsible and/or required to render account in respect of the amounts mentioned herein above.

(B)	Particulars of additional expenses	Amt (Rs.)
1	Deposit towards Proportionate share of municipal taxes	
2	Deposit towards Proportionate share of outgoings	
3	Corpus fund	
	Total	

It is hereby clarified that the aforesaid amounts mentioned in clause 10(B) does not include the dues for electricity, gas, Wi-fi, internet, cable connection and other bills etc. for the said individual flat premises and the Purchaser/s shall be liable to pay electricity, gas, Wi-fi, internet, cable connection etc. and other bills for the individual flat/premises separately. Any additional amount required in respect of items mentioned in clause 10(B) or on any other account, shall be paid by the Purchaser/s forthwith on demand and/or deposit the additional amounts with the Developers.

The deposit paid towards the proportionate share of municipal taxes & outgoings will carry no interest however the corpus fund will be deposited in the fixed deposit for an appropriate period as may be determined by the Developers in its discretion, and shall have the benefit of accretion and the credit of tax deducted at source (TDS) in respect thereof, if and as applicable. The interest on the corpus fund will be credited to the maintenance account to offset the said outgoings.

The Developers shall maintain a separate account in respect of sums received by the Developers as per clause 10(B) from the Purchaser/s on account of the amounts referred herein in this clause. The Developers are entitled to spend, utilise etc. the aforesaid amount as per clause 10(B) in such manner as it deem fit, and the unspent balance if any, in the amounts mentioned in this clause, shall be transferred to the Account of the Ultimate Body at the time of handing over the charge of the said building to the Ultimate Body. The Developers shall be liable to render account of such amounts only to the Ultimate Body and not individually to any persons, including the Purchaser/s, at any time. It is further clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and the Purchaser/s agree/s to pay to the Developers, such other charges as the Developers may indicate from time to time. The Developers shall not be responsible for the arrears of outgoing/s etc of the individual Purchaser/s of the said building and the same shall be recovered by the Ultimate Body as arrears due to the Ultimate Body.

11. The Purchaser/s shall make all payments of the consideration amount due and payable to the Developers within 15 days of the demand by the Developers through an account payee cheque / demand draft / pay order etc. drawn in favour of M/S. JYOTI BUILDERS- JYOTI SUKRITI CONSTRUCTION A/C. The Developers agrees that the Purchaser/s shall be entitled to raise necessary finance/housing loan and to avail such loan on the security of the said Flat/premises for which Developers shall co-operate with the Purchaser/s and issue a written NOC/consent and/or approval but without being personally responsible and/or liable to discharge such loan. However, it will be the sole responsibility of the Purchaser/s to repay the said loan and the Purchaser/s hereby undertakes to indemnify and keep indemnified and harmless the Developers from any claim or demand, loss arising from the same. The Purchaser/s undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such consideration amounts due and payable to the Developers within the time so fixed through an account payee cheque/demand draft/ pay order drawn in favour of M/s. JYOTI BUILDERS- JYOTI SUKRITI CONSTRUCTION A/C. The Developers shall under no circumstances be held responsible for non-sanction of the loan to the Purchaser/s for whatsoever reason so as not to delay the process of payments based on the schedule. The payment of installments shall not be linked to the housing loan availed / to be availed by the Purchaser/s.
12. The Purchaser/s agrees that the time for payment is the essence of the contract. Intimation forwarded by the Developers to the Purchaser/s that a particular stage of construction is commenced and/or completed shall be sufficient proof that a particular stage of construction is commenced and/or completed. The Purchaser/s agrees and confirms that the payment of instalments shall be made on the due dates, without any delay or default, in terms of this Agreement. It is further agreed that if the Purchaser/s commits any delay, any defaults in making payment of any of the amounts and/or instalments of any amount payable or dishonour of any cheque issued in favour of the Developers under this Agreement within 15 days of the demand, the Developers will, in addition to the amount due be entitled to receive and recover from the Purchaser/s and the Purchaser/s shall pay to the Developers interest on all such outstanding payment at the rate of 2% above prime lending rate as declared by SBI from time to time from the due date till the date of actual payment received and realised by the Developer. If the said amount is not paid within such period of 15 days it is clearly understood that every delay of payment/ installment including dishonour of cheque on every occasion shall be considered as 1(one) default and upon 3(three) such defaults the Developers shall be entitled to terminate this

agreement. The Developers shall without prejudice to any other rights or remedies that they may have against the Purchaser/s, shall have the right to terminate and/or put an end to this Agreement as mentioned herein as per clause 13.

13. If the Purchaser/s fails, neglects and/or is otherwise unable to pay to the Developers any of the amount including the consideration amount as mentioned in this Agreement within 15 days of demand or within the extended period or If the Purchaser/s commits breach of any of the terms and condition of this Agreement viz; (i) the Purchaser/s committing any breach or default of, or not being in observance, performance, or compliance with any of the terms, conditions, covenants, undertakings, representations and/or warranties contained in this Agreement, and/or as given by him/her/them/it under this Agreement, and/or of any Approvals and/or Applicable Law, etc.; and/or (ii) the Purchaser/s has/have been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up or dissolved, as the case may be; and/or (iii) the Purchaser/s receiving any notice from Governmental Authority, and/or any foreign state or government, and/or any authorities of any foreign state or government, under any laws, rules, or regulations, and/or (iv) the Purchaser/s involvement in any money laundering and/or illegal activity/ies, and/or the Purchaser/s being declared to be proclaimed offender/s and/or a warrant being issued against him/her/them/it under any laws, rules, or regulations (v) and/or any other writing and/or the terms and conditions of layout, I.O.D., Commencement Certificate, N.O.C. and other sanction, permission, Undertakings and Affidavits etc. the Developers shall without prejudice to any other rights or remedies that they may have against the Purchaser/s take one of the following actions:-

The Developers may at their option condone any delay in payment and accept from the Purchaser/s, the payment of the defaulted instalments on the Purchaser/s paying to the Developers compensation for such delay on the defaulted instalment at the rate of 2% above prime lending rate as declared by SBI from time to time **OR** The Developers shall, on any three defaults being committed by the Purchaser/s in payment of any amounts on due dates or dishonour of any cheque issued and/or installment of any amount payable hereunder, without prejudice to any other rights or remedies that they may have against the Purchaser/s, shall have the right to forfeit the consideration amount as appropriated below and/or terminate and/or put an end to this Agreement as mentioned herein:-

A minimum of 10% of the total consideration + interest due on unpaid amount + 2% brokerage + GST+ any other taxes + TDS + Processing fee paid by the Purchaser/s to the Broker, banks, financial institution etc. either directly or through the Developers + interest paid by the Developers to the Financial Institution for and on behalf of Purchaser/s (like pre EMI interest).

In addition to the above deductions the Purchaser/s hereby agrees to pay the loss incurred due to the difference in the sale price/market value on the date of booking and the date of termination in proportion to the payment made by the Purchaser/s to the Developers. The Developers shall only refund the balance amount in respect of the premises to the Purchaser/s after such deductions as above.

The Purchaser/s agrees and confirms that the amounts forfeited and appropriated constitute a reasonable, genuine, realistic and agreed pre-estimate of damages that will be caused to the Developers, and that the same shall be in the nature of liquidated damages and not penalty.

If the Purchaser/s has/have availed loan from financial institutions against the security of the said premises then in that event the Developers shall be entitled to pay the loan amount payable to such financial institution so as to clear the mortgage/debt/charge on the said premises from the amount paid by the Purchaser/s to the Developers and thereafter the Developers shall then deduct the liquidated damages + interest due on unpaid amount + 2% brokerage + GST + any other taxes + TDS + Processing fee paid by the Purchaser/s to the Broker, banks, financial institution etc. either directly or through the Developers + interest paid by the Developers to the Financial Institution for and on behalf of Purchaser/s (like pre EMI interest)+ any losses due to market downswing (as stated above). Only on the receipt of such letter of clearance of mortgage debt from such financial institution, NOC and original receipts and return of the original registered agreement, the Purchaser/s shall be entitled to the refund of the balance amount standing credited to the account of the Purchaser/s (if any) with the Developers towards the said premises. If the balance amount standing to the credit of the account of the Purchaser/s is found to be insufficient for whatsoever reason, the Developers will be entitled to recover the same from the Purchaser/s by due recourse to Court of Law and the Purchaser/s agrees to the same.

Provided always that the power of termination herein contained shall be exercised by the Developers after the Developers shall have given to the Purchaser/s a 15 (fifteen) days prior notice in writing of his/its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within the notice period. Such termination shall be without prejudice to all other rights that the Developers may have against the Purchaser/s either under this Agreement, or in law or otherwise.

The Developers refund shall be made to the Purchaser/s within a period of (30) thirty days of the termination subject to deductions as aforesaid liquidated damages or at the sale of aforesaid flat to a third party and have realized the total amount from the third party at the option of the Developers. If the said premises are sold after the said period of 30 days and if the actual loss is more than the estimate mentioned above, the Developers shall be entitled to recover the same by due recourse to Court of Law and the Purchaser/s shall be bound to pay the deficit amount to the Developers within 15 days from the date of demand.

The Purchaser/s shall on termination cease to have any right, title, interest, claim or demand or dispute of any nature whatsoever either against the Developers or against the said premises. The Developers shall have absolute right to sell and transfer the said premises, to any third party, without any reference and/or recourse and/or consent of the Purchaser/s, which the Purchaser/s hereby agree and confirm.

If there is any profit and / or other advantages and benefits arising from the sale of the said premises to a new Purchaser/s, the same shall be to the sole and exclusive credit and account of the Developers and the Developers shall be entitled to the said profits and all other advantages and benefits.

Upon the termination of this Agreement, the Purchaser/s shall have no claim of any nature whatsoever on the Developers and/or the said flat/Premises and/or the car parking/s and that the issue of the said refund by cheque from the Developers to the Purchaser/s by registered post acknowledgement due at the address given by the Purchaser/s in these presents whether the Purchaser/s accept/s or encash/s the cheque or not, will amount to the said refund being accepted by the Purchaser/s shall be in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said flat/Premises and car parking.

14. The Purchaser/s shall not have any right in or claim possession of the said flat/premises and car parking or any right against the Developers; unless and until any and all the amounts due and payable by the Purchaser/s to the Developers hereunder have been fully paid to the Developers. The Purchaser/s shall within 7 days of receipt of intimation from the Developers stating that they have completed the construction in respect of the said building, the Purchaser/s shall pay the balance consideration and other amounts as per Clause 3 hereinabove and Clause 10 (A) and 10 (B) and any amount payable under this Agreement to the Developers and the Developers will hand over the possession of the said vacant premises to the Purchaser/s on unconditional credit of the entire consideration amount and any other amounts in the account of the Developers.
15. The Purchaser/s agrees and confirms that he/she/they has carefully gone through the specifications, amenities, common areas and facilities, amenities in the said premises etc. as disclosed in this Agreement, which are agreed to and shall be provided by the Developers. It is agreed that the information, specifications, amenities, layout, pictures, sample flat/show flat etc. shown/contained in brochure and/or other promotional material shown to Purchaser/s, if any, are indicative only and that the Purchaser/s shall not bind the Developers on the same. The Developers shall not be liable, responsible, obligated and / or required to provide any and/or all such amenities, specification etc. as contained in the brochure and/or other promotional material. No right of any nature whatsoever shall be construed and/or deemed to have accrued in favour of any person and/or Purchaser/s from or by virtue of such brochure and/or other promotional material etc. No person or Purchaser/s shall have any right or be entitled to claim or seek any right claimed on such brochure and/or other promotional material etc.
16. The Developers shall not undertake to make any additional modifications and/or alterations in the individual flat level, except what is promised in the approved plans and sale agreement. Any cost for any additions and alterations made over and above the agreed specifications at the request of the Purchaser/s shall be charged extra subject to MCGM rules and regulations and at the discretion of the Developers.
17. It is expressly agreed that the right of the Purchaser/s under this Agreement or otherwise shall always be restricted to the flat / allotted car parking only. Such right will accrue to the Purchaser/s only on the Purchaser/s making the payment of all the amounts including the entire consideration amount and charges including as per clause 3, 10(A) and 10(B) to the Developers strictly in accordance with this Agreement and only on Purchaser/s performing and complying with all other terms, conditions, covenants, obligations, undertakings etc. hereof. It is agreed that:

(a) The Developers shall always be the owner and will have all the rights, title, interest in respect of the said restricted common areas and facilities etc more particularly described in the **Fourth Schedule** and will be entitled to deal with and/or dispose of the same in such manner as they may deem fit;

(b) The Purchaser/s will not have any right, title, interest etc. in respect of the said restricted common areas and facilities etc;

(c) The Purchaser/s shall only be permitted to use the said restricted common areas and facilities etc. on such terms and conditions as may be deemed fit by the Developers. It is expressly agreed by the Purchaser/s with the Developers that the consideration amount payable by the Purchaser/s to the Developers are restricted to the sale of said premises and the car parking/s and the proportionate interest in the common areas as mentioned herein and it does not include the cost of restricted common areas and facilities etc and under no circumstances the Purchaser/s will be entitled to make any claims on such restricted common areas and facilities etc.

(d) The Purchaser/s shall be entitled to make use of the restricted common area on paying the one time membership fees of item (5) as mentioned in clause 10(A) subject to the terms and conditions prescribed by the Developers and on monthly/annual maintenance charges as applicable.

18. It is agreed that the building/s to be constructed on the said Properties shall be of R.C.C. structure with normal brick / blocks with cement plaster or such other material as the Developers may decide. It is agreed that the said premises may contain specifications and/or amenities, and which shall not be more than what is specified in the **Annexure "6"** hereunder written. The Purchaser/s hereby agree/s, declares and confirms that save and except the specification and/or amenities, the Developers shall not be liable, required and/or obligated to provide any other specifications and/or amenities in the said premises to or in the said building/s.

19. The Developers shall sell and/or allot all flats, terrace on top floor flat of the building, terrace space in front of or adjacent to the terrace flat in the said building, single/stack car parking in the open/ stilt/podium parking spaces and all other premises intended to be constructed on the said Properties and in the additional buildings to be constructed on the project layout. The Developers shall be always entitled to sell, mortgage and/or otherwise deal with any TDR which may be generated from the said project land and/or any other potential or benefit of any nature generated from the said lands to any third party / financial institution etc. as the Developer may deem fit without any reference to the Purchaser/s. The Purchaser/s of all the flats, terrace flat/s in said building shall be admitted as members of the society or limited company or association of apartment or condominium or other organization (the "Ultimate Body") that may be formed by the Developers. It is agreed and clarified that the Developers shall have all the rights and be entitled to sell, allot, transfer, mortgage, lease, give on leave and license basis and/or otherwise deal with and dispose/allot of the flats, car parkings, open spaces, restricted common areas and facilities, terrace flat/s and all other premises etc. separately and independently. The Purchaser/s and/or their Organization/s shall not be entitled to object to such exclusive allotment/sale/lease/mortgage by the Developers. It is agreed and understood and confirmed that the terrace on top floor flat of the building, terrace in front of or adjacent to flats in the said buildings shall belong exclusively to the respective flat purchaser/s

of such terrace flats and such terrace spaces are intended for the exclusive use of such respective flat purchaser/s and shall not form part of the common areas or facilities. It is further agreed and confirmed that respective flat Purchaser/s of such terrace flats shall pay proportionate outgoings and/or charges to the Ultimate Body.

20. All other unsold flats, terrace flats, unallotted car parkings, other premises, open spaces, portion or portions of the said buildings and also restricted common areas and facilities mentioned in the Fourth Schedule shall remain the property of the Developers and their successors/ nominees etc., until the same are sold / allotted. The Developers intend to and may retain for themselves the remaining flat/ premises in the Building and may not sell to others and may lease out or give on leave and license basis, any number of flat/ premises in the Building. The Purchaser/s hereby confirms and consents to the irrevocable, absolute and unfettered right of the Developers to develop, sub-develop and/or assign its rights, mortgage, give on lease, sub-lease, and/or deal with and/or otherwise dispose all other unsold flats / terrace flats/ unallotted car parkings and portion or portions of the said building, open spaces, terraces of the said property.

21. The Developers and the Purchaser/s hereby expressly consents and confirms that the Developers will always be entitled to utilize all Floor Space Index ("F.S.I.") and/or Transferable Development Rights ("TDR") and/or any other rights, benefits including floating / fungible F.S.I. rights including F.S.I. available on payment of premium which may be available by whatsoever name on the said property and/or the said project lands and/or by the purchase/amalgamation of the adjoining/ contagious property and/or any other property. The Developers shall, at all times hereafter including before or after the transfer of the said property and the building to be constructed thereon in favour of the Ultimate Body, have the unfettered, unrestricted and irrevocable right to avail of the F.S.I. and/or any other potential or benefit of any nature as may be permissible and in particular:-

- (i) to utilize the F.S.I. and/or any other potential or benefit of any nature relating to the said property in any manner whatsoever in its entire discretion either on any portion thereof and/or in any other contiguous or adjoining property;
- (ii) to utilize such F.S.I. and/or any other potential or benefit of any nature by way of transfer of development rights, if permitted by the authorities, either by itself or by its transferees in any other property or property or building anywhere in the permissible areas of MCGM;
- (iii) to utilize such F.S.I. and/or any other potential or benefit of any nature as the Developers may obtain or acquire by way of Transfer of Development Rights (TDR)/Fungible F.S.I. by way of paying premium to MCGM or any concerned authorities from or in respect of any other property or properties or building situated anywhere in the MCGM limit by construction of additional floors or storeys or structures on the building constructed on the said property or otherwise.
- (iv) To utilise any potential F.S.I that may become available on account of the amendment in the development control regulation or notifications/ amendment/modification in the section 33(10) of the Development Control Rules, 1991.

22. The Developer will be entitled to amend the existing project layout to construct additional building/s, structure/s, wing/s in the project layout for rehab/ project affected persons and also construct additional building for free sale on the said layout property and use the balance F.S.I. if any to put up additional floors over, around or above the terrace of the said building being constructed on the said property even after the completion of the said building and to further amend the project layout plans to provide the recreation ground to the extent it is required in compliance with the Applicable Law. In case of change in reservation from recreation ground to residential in the said Development Plan (2014-2034), the Developer will be entitled to further construct additional building/s for project affected persons and free sale building/s on such plot area. The Developer shall be fully entitled to develop/construct the rehab/free sale building or sell the aforesaid plot to any third party as the Developer may deem fit without any reference to the Purchaser/s. It is agreed, confirmed and covenanted by and between the Parties hereto that the Developers shall have full right and absolute authority and shall be entitled to, at any time hereafter to change, re-align, re-design, alter and amend the layout of the project internal road recreation ground, plans, designs, elevation of the sale building etc. of and/or the said Properties and/or get the said property sub-divided into small portions or parts or amalgamate the same with any other property or properties and the Purchaser/s shall not have any objection in this regard. Further it is agreed between the parties hereto that the Purchaser/s shall not be entitled to nor shall he/she/they insist for sub-division of the said property. Provided however, the Developers shall obtain consent of not less than 2/3rd Purchaser/s of the premises who may have by then agreed to take premises in the said building, before amending the layout and/or the other plans (other than for the amendments referred to in this Agreement). The Purchaser/s shall not be entitled to unreasonably withhold such consent.
23. All such additions, alterations, additional floors and/or additional wings, buildings and/or structures, facility/ etc. shall be the sole property of the Developers, who shall be entitled to sell/allot/lease/ mortgage and/or otherwise deal with the same in the manner the Developers may deem fit. Such additional construction may either be on account of additional F.S.I. in any form, that may be available from the said property or elsewhere and/or on account of TDR and/or any other rights, benefits including floating F.S.I. rights which may be available in respect of the said property or other properties. The Developers shall be entitled to utilize and consume such TDR, FUNGIBLE F.S.I and/or any other potential, other rights, benefits including floating F.S.I .rights etc. to the extent permissible as per rules/regulation in force at such relevant time. The Purchaser/s shall not be entitled to claim any rebate or reduction in price or any other advantage from the Developers on the ground of the Developers making additional construction or any other ground whatsoever. The Purchaser/s hereby confirms and consents to the irrevocable and unfettered right of the Developers to construct and sell/allot the said building/structures on the said Properties and/or additional floors on the said building being constructed on the said property in the manner deemed fit by the Developers.
24. The area of the project layout property has been increased from 12,606.7 sq mts to 13710.7 sq. mts. after GIS survey conducted by SRA which will necessitate providing additional tenements for project affected persons as per the Government Notifications leading to a total saleable F.S.I. of approx 26673.22 sq, mts. or more. The Developers intends to consume the additional FSI including fungible FSI etc. as above by amending/ revising the LOI/ layout of the project to construct additional building/s in the project layout for rehab/ project affected

persons and also construct additional building for free sale on the said layout property at the place tentatively identified by the Developers as the “proposed project layout” in the application made to the RERA authorities and use the balance F.S.I. if any to put up additional floors over, around or above the terrace of the said building being constructed on the said property even after the completion of the building by using such additional F.S.I. as referred to above including TDR and other rights and benefits on the said project layout property. The Developers shall be entitled to sell, deal with, dispose of, alienate, encumber or transfer such premises on the additional floor or floors or premises in buildings/ additional buildings, wings, structures on account of the additional F.S.I. for such consideration and to such party as the Developers may desire without reference or recourse or consent of the Purchaser/s in any manner whatsoever and the Purchaser/s agrees not to dispute or object to the same. The plans for the proposed project building are initially sanctioned for stilt + 2 podium + 20 floor and the Developers are intending to submit plans upto 30 floors and/ or construct additional buildings/wings/ structures on the said project layout property for which Purchaser/s hereby irrevocably consents to the Developers for carrying out such additional construction which is disclosed as above and which for the Developers intend to amend plans. Annexed herewith is the schedule of payment marked as **Annexure “8”** .Without prejudice to the generality of the foregoing provisions, the Developers has put the Purchaser/s to notice of the above matters, facts and disclosures which the Purchaser/s has/have agreed and accepted that the development of the whole project will be in Phase/s upon the whole project layout land which contemplates the utilization of part/portion of the entire development component. The Purchaser/s for himself/herself/themselves/itself and as prospective member of the Entity and organization shall not be entitled to raise any claim or dispute in respect thereof. It is expressly agreed between the Developers and the Purchaser/s and the Purchaser/s confirms that he/she/they are informed and thus they are aware that the Developers propose to put up additional construction either by putting additional floor or floors on the said building or additional buildings/wings/ structures. The Purchaser/s has agreed to purchase the said premises with the full knowledge of the proposed construction and sale of premises to be carried out by the Developers by utilizing such additional/further FSI and on the understanding that such FSI and also the construction made therefrom shall belong to Developers only In case the Developers putting up additional construction by reason of such additional FSI being available to the Developers, the date for handing over possession to the Purchaser/s referred to in clause 35 shall be extended by ____ months. The Purchaser/s has agreed to purchase the said premises knowing well about the proposed construction as mentioned herein, and has consented to the same. No further or separate consent of the Purchaser/s shall be required for such additional construction, on the said building itself and/ or by way of rehab building/s and free sale building/s in the project layout.

25. The Purchaser/s has/have made inquiries and is/are satisfied that the Developers are entitled to construct the said buildings thereon and to sell/allot the flats and other premises therein. The Purchaser/s hereby undertake/s not to raise any objection and/or requisitions to the right of the Developers to construct the said buildings thereon and sell/allot flats and other premises therein.

26. It is agreed that after notice in writing is given by the Developers to the Purchaser/s that the said premises is ready for occupation, within 7 days of such notice, the Purchaser/s shall be liable to bear and pay and shall pay whether or not the Purchaser/s take possession of the said premises, all the amounts payable by the Purchaser/s under this Agreement as per clause 3, 10 (A) and 10 (B) and in respect of the said property and the said building/s including local taxes like GST, etc. of whatever nomenclature called, levies, rates, duties, premiums, impositions, charges, penalties, betterment charges or such other levies by the concerned local authority and/or Government taxes, assessment charges, car parking charges, water charges, insurance, common amenities, electricity, common lights, operation and maintenance of lifts, repairs, utility charges, salaries of clerks/ manager/ liftmen/gardener/bill collectors/chowkidars/ sweepers, sanitation, security agency, housekeeping agency, fire-fighting equipments, structure audits, fire audits etc. and also other expenses necessary and incidental to the management and maintenance of the said land, layout and the said building/s.
27. The Purchaser/s (i) shall ensure that on or after taking possession of the Flat/ Premises, his/her/their/its interior works in the Flat/ Premises do not prejudice, affect or hinder in any manner the efforts and actions of the Developers to obtain the balance/remaining approvals in respect of the layout project including the said building, and (ii) undertake/s not to cause any damage to the Flat/ Premises and/or the building or any part of thereof, and in the event any damage is caused, the Purchaser/s agree/s and undertake/s to reimburse the Developers all costs related to the remediation and rectification thereof. The Purchaser/s also accept/s acknowledge/s that as on the Date of Offer of Possession, the construction works in the Flat/ Premises shall have been completed, but that there shall, or may, be project development and construction works ongoing at such time, including in respect of the common areas & amenities and balance layout.
28. The Purchaser/s shall check up all the fixtures and fittings in the said flat/ premises before taking possession of the same. At the time of taking possession of the said Flat/premises, the Purchaser/s shall bring to the attention of the Developers any defects in completion of the said Flat/premises, in absence whereof, the Developers shall be deemed to have presumed that the Purchaser/s is fully satisfied with the completion of the said Flat/premises in all respects as being in accordance with the terms, conditions and stipulations of this Agreement for sale and consequently, the Developers shall be discharged from its liabilities, responsibilities and obligations with regard to the same.
29. The Purchaser/s agree and undertake to pay all outgoings in respect of the said premises from the date of intimation that the said premises are ready for delivery of possession of the said premises (which date means within 7 days from the date which the Developers have given notice to the Purchaser/s that the possession of the said premises are ready to be handed over and irrespective whether the Purchaser/s has taken possession or not for any reason whatsoever, or if the Purchaser/s has taken the said premises for commencing furnishing only). The deposits collected towards the proportionate share of Municipal Taxes will be used towards assessment, non agriculture tax, ground rents, municipal taxes, water charges etc. The deposit towards proportionate share of outgoings will be used towards amenities, electricity, common lights, lift, sweepers, sanitation, additions and alterations, oil painting, waterproofing, refurbishment, colour washing, repairs, insurance, salaries of clerk / watchman / sweeper /

person/s engaged etc. including repairs, maintenance of all facilities and all other expenses incidental to the management and maintenance of the said property. Until the Municipal taxes and water charges and other outgoings are fixed and/or separately assessed for the said building and the exact amount is worked out for each of the premises, the Developers shall charge an appropriate amount towards outgoings & the assessment charges till the same is fixed by the MCGM and the same will be debited or credited as the case may be. It is agreed that the Purchaser/s shall pay the proportionate share (i.e. in proportion to the carpet area of the flat/ premises to the total carpet area of all the other premises in the building) of the aforesaid charges to the Developers until the Ultimate Body is formed and registered. The Purchaser/s shall indemnify and keep indemnified the Developers against the aforesaid payments and charges.

30. The Purchaser/s agrees that, in the event there is an uncertainty about the availability of fixtures, fittings or amenities or the material required to be provided either in terms of quantity and/or quality and/or delivery and/or for any other reason whatsoever beyond the control of the Developers, then and in that event the Developers shall be entitled to change the fixtures, fittings and amenities to be provided in the said flat/premises with similar specifications and/or quality as may be available and required during the stage/time of the constructions in order to enable Developers to offer on time the possession of the said flat/premises to the Purchaser/s as agreed under this Agreement. The fixtures, fittings and amenities are being provided by the Developers in the said flat/premises are free of cost and the Purchaser/s agree not to claim any reduction or concession in the Purchase Price and/or in the amounts payable under this Agreement on account of any change or substitution in the fixtures, fittings or amenities provided by the Developers.
31. Upon receiving a written intimation from the Developers, the Purchaser/s shall take possession of the said Flat/premises from the Developers within 7 days of such notice by executing necessary indemnities, undertakings, and such other documentation as prescribed in this Agreement and as may be required by the Developers at the relevant time.
- (i) to execute declaration-cum-Undertaking inter-alia to co-operate in formation of society or condominium or limited company or association of apartment or other organization (the "Ultimate Body"), and to make the payments not limited to taxes, cess, payment to the said society or condominium or limited company or association of apartment or other organization (the "Ultimate Body") etc.
 - (ii) to execute consent-cum-undertaking inter-alia to our subsequent Purchaser/s to be enrolled as member of the society or condominium or limited company or association of apartment or other organization (the "Ultimate Body") without demanding any contribution under any head;
 - (iii) to execute indemnity inter-alia from not carrying out any work in the said flat/premises which would be contrary to the sanctioned plan and various NOC's permission etc. and if done resulting into any structural damage/leakage; the entire cost charges and expenses of curing such damage/leakage not limited to the building but also other flat/premises/s in the building to be borne and paid by the Purchaser/s herein;
 - (iv) to execute Undertaking to abide by all terms, conditions, covenants etc. of this agreement;
 - (v) not to transfer or agree to transfer and/or create any right, interest and/or claim of the Purchaser/s in the said Flat/premises agreed to be sold until and unless the entire consideration amount and all amounts due and payable by the Purchaser/s under this Agreement are duly paid

in full by the Purchaser/s to the Developers herein and the Purchaser/s has not committed any breach/s of any terms and conditions of this Agreement and/or NOC's, permission etc. granted by the various authorities, and;

(vi) to execute an Undertaking not to grant on leave and license and/or lease in respect of the said flat/premises without the consent of the Developers and the concerned Police Station.

32. It is expressly agreed and undertaken by the Purchaser/s that after the said building is fully constructed, the management of the said building will be under the control of the Developers and the Developers will be entitled to look after the day-to-day management of the said building till the formation of the Ultimate Body and for that purpose, the Developers will be entitled to recover/charge from the Purchaser/s of the premises in the said building 10% [Ten Per Cent] on the monthly outgoings as management fees together with GST and/or any other applicable taxes on the monthly outgoings payable by the Purchaser/s to the Developers. The aforesaid management fees together with GST or any other applicable taxes will be paid by the Purchaser/s to the Developers within 15 days of demand along with monthly outgoings or shall be deducted from advance available if any. The Developers shall not be accountable or liable for any acts done in due course of such management; fees thus charged by the Developers shall not be accountable to the Purchaser/s along with the holders/ Purchaser/s of the other premises and the Developers shall be entitled to use and appropriate the same for its own benefit.
33. The Purchaser/s is / are also aware that Fire safety systems is provided in the building as per C.F.O. NOC and the Purchaser/s along with the other occupiers and the condominium/Organization/Society/pvt Ltd company/ultimate body shall maintain the same at their own costs. The Developers shall in no manner be responsible and/ or liable for the upkeep of the fire safety systems and that the Developers shall not be liable for any mishap that may occur due to fire or otherwise.
34. Incase the said deposits collected towards proportionate share of municipal taxes and outgoings from the Purchaser/s and the interest from corpus deposit are exhausted, the Developers shall raise monthly/periodically bills to the Purchaser/s of the premises and the Purchaser/s agrees to pay such amount within 15 days from date of demand. If the Purchaser/s fails or neglects to pay these outgoings in respect of the said flat/ premises and/or their proportionate share of outgoings in respect of the common facilities and amenities/restricted common areas and facilities and/or the said infrastructure for any reason whatsoever, then without prejudice to the right of the Developers to collect interest @ ____% per annum for the delayed payment and rights and remedies including right to terminate the Agreement and take appropriate legal action OR the Developers shall be entitled to stop and restrict the Purchaser/s from using the common facilities & restricted common area OR the Developers shall stop maintaining the building, common areas, restricted common area, facilities and infrastructure. The Developers shall have first lien and charge on the said flat/ premises agreed to be acquired by the Purchaser/s in respect of any amount due and payable by the Purchaser/s under this Agreement.
35. Upon completion of the said building being constructed on the said property, the Developers may grant permission to the Purchaser/s to commence furnishing only after receiving from the Purchaser/s all the amounts mentioned in this Agreement. The possession of the said premises shall be handed over to the Purchaser/s only after the Occupation Certificate is received from

the concerned authority. The Developers shall endeavour to complete the construction of the said flat/premises by Dec 2020. Provided always that the Developers shall be entitled to extension of time for completion of the said flat, if the completion of building is delayed on account of force majeure or any other circumstances beyond the reasonable control of the Developers. The term “other circumstances” for the purpose of this Agreement, shall mean and include:

- (a) Non-availability of steel, cement, other building material etc, water or electric supply;
- (b) Economic downturn;
- (c) Any other reason or eventuality which is beyond the reasonable control of the Developers including precarious financial condition of the Developers and/or economic downswing in real estate or any other industry;
- (d) Non-grant of NOC's/permissions/Occupation Certificate etc by the Government/Semi Government/Competent Authority which is not attributable to the Developers.
- (e) any legislation, notice, order, rule, circular, notification judgement, decree, rule, regulation, notification or directive, and/or policies of the Central Government and/or public authority or other Competent Authority or court of law or injunction or stay or prohibitory orders or directions passed by any court of law, tribunal, body or competent authority, MCGM, statutory authority and high power committee etc;
- (f) delay or refusal in securing necessary permissions or completion/occupancy certificate from the Competent Authorities or water, electricity, drainage and sewerage connections from the appropriate authorities, for reasons not attributable to the Developers;
- (g) force majeure or any other reason (not limited to the reasons mentioned above) beyond the control of or unforeseen by the Developers, which may prevent, restrict, interrupt or interfere with or delay the constructions of the Building including the said Flat/premises; and / or
- (h) other force majeure and vis major circumstances or conditions including but not limited to the inability to procure or general shortage of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lockouts, action of labour unions or other causes beyond the control of or unforeseen by the Developers or their agents; and/or
- (i) any other forces or reasons beyond the control of the Developers.

For the purpose of this Agreement this expression “force majeure” shall include but not limited to any natural calamity, landslide, strikes, terrorist action or threat, civil commotion, riot, crowd disorder, labour unrest, police actions, or hostilities (whether declared or not), invasion, war, threat of or preparation of war, acts of foreign enemies, rebellions, revolutions, insurrections, military or usurped powers terrorism, natural catastrophes, fire, explosion, storm, flood, earthquake, draught, cyclone, subsidence, structural damage, epidemic or other natural disaster, act of God, calamity or changes in law, regulations, rules or orders issued by any Court or Government authorities or any acts, events, restrictions beyond the reasonable control of the Developers.

However, if on account of Force Majeure Event/s, there is any delay or anticipated delay in the Date of Offer of Possession, then the Developers shall not be responsible or liable in any manner, and the same shall both automatically and forthwith stand extended for a period that is equivalent to the period that the Force Majeure Event continues and has continued and an

additional period of thirty (30) Days thereafter; for remobilization. In which case, the Date of Offer of Possession shall automatically stand revised to and substituted by the revised Date of Offer of Possession as communicated by the Developers. The Purchaser/s shall not object, raise any disputes, and/or protest, and/or hold the Developers liable for the aforesaid delay and extension of time, and shall not be entitled to, and shall not, make, or raise, any claim, for any damages, compensation, interest for the delayed period, reimbursement of expenses or any other payments or interest for the delayed period.

36. Subject to the aforesaid, and subject to other terms hereof, if the Developers is unable to offer possession of the said premises by the date stipulated hereinabove and if the Purchaser/s have complied with all his/her/their obligations hereunder, then and in such case only, the Purchaser/s shall be entitled to any one of the following two options:

I. To agree to continue with this Agreement and accept the said flat/ premises by the extended date of handing over of the possession of the said Premises;

OR

II. Terminate this Agreement by giving a written intimation to the Developers.

The Purchaser/s shall exercise either of the above options within 30 days from the date on which the time to offer possession of the said premises expires in accordance with this Agreement. In case, the Purchaser/s fail/s to so intimate his option in writing, the Purchaser/s shall be deemed to have opted for the option contained in Sub-Clause (I) and shall be deemed to have accepted, all future revisions/extensions of the Date of Offer of Possession, from time to time, without any liability or obligation whatsoever on the part of the Developer.

On termination of this Agreement by the Purchaser/s as mentioned in sub-clause (II) hereinabove:

- a) The Developers shall refund to the Purchaser/s the amount already received by the Developers in respect and towards the sale consideration of the said premises with simple interest at the rate of 2% above prime lending rate as declared by SBI from time to time from the date the Developers received and realised the sum as demanded till the date the amount and the interest thereon is repaid; subject to the Purchaser/s executing and registering Deed of Cancellation recording the cancellation of this agreement. The Developers shall not be liable to pay any compensation or damages or offer any other flat/ premises to the Purchaser/s in lieu of the said flat/ premises herein agreed to be purchased. In the above event, neither party shall have any claim whatsoever against the other in respect of the said flat/ premises or arising out of this Agreement (not limited to stamp duty, registration charges, interest, taxes, levies etc. paid) and the Developers shall be at liberty to sell and dispose of the said flat/premises to any other person at such price and upon such terms and conditions as the Developers may deem fit. It is clarified and agreed that the Developers shall not be liable to refund any amount/s paid by the Purchaser/s towards TDS, GST, taxes, cess, levies of whatever nomenclature called, brokerage, interest, stamp duty, registration charges, etc., paid to Government authority and/or Competent Authority and/or any other Semi Government authority.
- b) In the event Purchaser/s fails to execute the Deed of Cancellation as recorded hereinabove then and in that event, the Developers shall be entitled to retain all amounts refundable to the Purchaser/s herein and the Purchaser/s shall not be entitled to claim any right, title and/or interest over the said Flat/premises and car parking/s. Notwithstanding the

Purchaser/s having executed the Deed of Cancellation or not, the Developers shall be at liberty to dispose and sell the said flat/ premises and car parking/s to such person and at such price as the Developers may in its absolute discretion think fit irrespective of whether any amount to be refunded to the Purchaser/s has been refunded. It is further expressly agreed and understood between Developers and Purchaser/s that the Developers shall not be liable to refund the amount to the Purchaser/s till such time the said flat/ premises is sold by the Developers to the third party and have realized the total amount from the third party.

- c) The Purchaser/s shall not have any right, title, interest, claim, demand and/or dispute of nature whatsoever against the Developers and/or in respect of the said premises and / or car park/s or any part thereof; and
- d) The Developers shall be released and discharged from all its obligations and liabilities under this Agreement.
- e) The Developers shall be entitled to sell, transfer and/or otherwise entitled to deal with and/or dispose of the same in such manner, as the Developers may deem fit.
- f) The Purchaser/s agree that the refund of the payment and the interest mentioned in this Agreement constitutes the Purchaser/s' sole remedy in such circumstances and the Purchaser/s expressly foregoes and waives any and all his/her/their rights to all claims against the Developers either for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever.
- g) any mortgage, charge, lien or security interest created by the Purchaser/s over the flat/premises, and/or the Purchaser/s interest under this Agreement, shall automatically stand terminated, cancelled, released and discharged, without any act, deed, matter or thing required to be done, executed or performed.

37. After the possession of the said premises is handed over to the Purchaser/s if any additions or alterations in or about or relating to the said building are required to be carried out by the Government, Local Authority or any other Statutory Authority, the same shall be carried out by the Purchaser/s of various premises in the said building at his/her/their own costs and the Developers shall not be in any manner liable or responsible for the same.

38. The Purchaser/s shall use the said premises only for residential purpose as sanctioned by the MCGM/ SRA and shall not change the use of the said premises.

39. The Purchaser/s shall not make any structural alteration and/or construct any additional structures, whether temporary or permanent, in the said premises and shall not cover or construct anything on the open spaces, garden, recreation area, car parking space in the open/ stilt /podium parking space, and/or restricted common area, amenities areas etc.

40. The Purchaser/s shall not let, sub-let, transfer, assign, or part with Purchaser/s interest or benefit of this Agreement or the said Premises or part with the possession of the said Premises or any part thereof until all the dues payable by the Purchaser/s to the Developers under this Agreement are fully paid up and only if the Purchaser/s has/have not been guilty of breach of or non-observances of any of the terms and conditions of this Agreement and until the Purchaser/s has/have obtained permission in writing of the Developers for the purpose.

41. The Developers shall (subject to the paramount and overriding right of the Developers to select any one of the under mentioned) form themselves a Co-operative Housing Society Limited under and in accordance with the provisions of the Maharashtra Co-operative Societies Act, 1960 or a Limited Company under and in accordance with the provisions of the Companies Act of 1956, or a Condominium or organization or a association of apartment as the case may be viz; the Ultimate Body and such Ultimate Body shall be named containing the prefix/suffix "JYOTI SUKRITI Bldg No. 4" or by such other name as may be decided upon by the Developers or by such name as may be approved by the Registrar of Co-operative Societies, Maharashtra or by the Registrar of Companies, Maharashtra or other registering authorities, as the case may be. The costs, charges, expenses, levies, fees, taxes, duties, out of pocket expenses including stamp duty and registration charges, with respect to the formation of the Ultimate Body, including in respect of (a) any documents, instruments, papers and writings, and (b) any professional fees charged by the Advocates and Solicitors engaged by the Developers for preparing, drafting and approving all such documents, instruments, papers and writings shall be borne and paid by the Ultimate Body and their respective members/intended members including the Purchaser/s, as the case may be, and the Developers shall not be liable towards the same. The Purchaser/s herein shall co-operate with the Developers in forming, registering and incorporating such Ultimate Body and agree and undertake to become a member /constituent of such Ultimate Body and from time to time sign and execute the application for registration of such Ultimate Body and all other applications, forms, writings, declarations, indemnities as may be required and duly fill in, sign and return the same within 15 (fifteen) days of the same being forwarded by the Developers to the Purchaser/s. The Developers shall be entitled to make changes or modifications in the draft bye-laws rules and/or regulations of such Ultimate Body without consent of the Purchaser/s as may be required. The Purchaser/s shall be bound from time to time to sign all papers and documents and to do all other things as the Developers may require from time to time for safeguarding the interest of the Developers and Purchaser/s of the other premises in the said building. The Purchaser/s hereby further agree/s that after the Ultimate Body is formed and registered, the Purchaser/s as member/constituent of such Ultimate Body shall give to the Developers all such facilities, assistances and co-operation for the aforesaid purpose and admit new Flat Purchaser/s as members/constituent of such Ultimate Body without demanding any transfer charges.
42. The name of the building shall always be known as "JYOTI SUKRITI Bldg No. 4". Further, in case of formation of a new society, condominium or limited company or association of apartment or other organization (the "Ultimate Body"), the name shall always include the words "JYOTI SUKRITI Bldg No. 4".
43. The Developers shall be entitled to levy and collect escalations/increases, due to increase on account of development charges, betterment charges and/or any cess, Tax, charges etc of whatever nomenclature called being levied and payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authority/Local Bodies/Government (Central or State) from time to time. While raising a demand on the Purchaser/s for increase in development charges, cost, or levies etc imposed by the Competent Authorities etc., the Developers shall enclose the relevant notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s. Such escalations/ increases shall be payable as per and in terms of the notification

etc. In the event of any of the aforesaid amounts being recovered by any Government and/or Semi-Government Authority from the Developers; either before or after the handing over the possession of the said flat/ premises to the Purchaser/s then and in that event; the Developers herein shall be entitled to recover the same from the Purchaser/s along with interests and Purchaser/s /s herein shall pay the same to the Developers within 15 days of demand by the Developers to the Purchaser/s /s in writing.

44. The Developers shall be entitled to utilise and/or take connections from all water pipe lines, storage tanks, sewages, drainage pipe lines, electric cables, electric lines etc and other conveniences and amenities of the building now being constructed for providing all such facilities conveniences and amenities to the said additional storeys, wing/s, building/s or structures which may be constructed by the Developers on the said building/s, new wing/s, new building/s or to the new structure/s and the Purchaser/s irrevocably consents to the same. Once the said Ultimate Body is registered, the rights of all the premises holders including the Purchaser/s herein shall be recognized and regulated by the bye-laws, rules and regulations of such Ultimate Body/Bodies.

45. The Developers shall be entitled to put or allow to put up an electric sub- station/ receiving station on the portion of the layout land and take the benefit thereof for the other plots of land which they or person claiming through them shall develop in the neighbourhood and vicinity or give benefit thereof to other persons or occupants in the neighbourhood and give the authorities sub-leases of the sub-plots on which such sub- station/ receiving station is erected, in such terms and conditions as the Developers may decide.

46. The Purchaser/s is informed and is agreeable that unless and until all the amounts payable by him/her to the Developers hereunder (including the amounts referred to in Clauses 3, 10 (A) and 10(B) are paid, the Purchaser/s shall not have any right in or claim possession of the said premises or any right against the Developers or claim to be entitled to become a member of the Society.

47. The Developers has informed the Purchaser/s that there may be common access roads, street lights, common recreation spaces, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plants and other common amenities and conveniences in the project layout. The Developers has further informed the Purchaser/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Purchaser/s along with the other Purchaser/s of flats/ units/premises in the building and/or on the said project layout shall share such expenses and charges in respect thereof and also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the Purchaser/s of the flats/units/premises on the building including the Purchaser/s herein and the proportion to be paid by the Purchaser/s shall be determined by the Developers and the Purchaser/s agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Purchaser/s nor any of the Purchaser/s of the flats/units/premises in the building shall object to the Developers laying through or under or over the said project layout or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of

the other building/s which are to be developed and constructed on any portion of the said project layout.

48. All costs, charges and expenses incurred in connection with preparing, engrossing, stamping and registering the agreement to be executed between the Developers and the Purchaser/s including stamp duty, registration charges, GST and any present or future taxes as may be applicable including but not limited to and all out-of-pocket costs, charges and expenses on all documents for transfer of the said flat as well as the entire professional costs of the attorneys of the Developers for preparing and approving all such documents, shall be borne and paid by the Purchaser/s alone. The Developers shall not be liable to contribute anything towards such expenses.
49. It is agreed between the Developers and the Purchaser/s that the Developers shall be entitled to develop the said lands more particularly described in the First Schedule hereunder written as the Developers may desire. The Developers have and are retaining unto themselves full rights for the purpose of providing access or ingress from the said property to the other parts of the said lands in the manner deemed fit by the Developers and the Purchaser/s unequivocally consents agree/s not to raise any objection or dispute regards the same now or any time in the future. The Purchaser/s shall not raise any dispute or objection or interference with respect to the completion of the balance construction elsewhere on the said lands, on the ground of nuisance or otherwise.
50. It is an express condition of this Agreement that all such agreements entered into by the Developers with Tenants/ Occupants/ Purchaser/s any person/s in respect of any premises comprised in the said building thereon shall be binding on the Purchaser/s herein and all other holders/ Purchaser/s of the other premises comprised in the said building thereon to be developed by the Developers as also on the said Ultimate Body which may be formed by the holders/ Purchaser/s of such premises and that the Purchaser/s shall not be entitled to raise any objection or do anything which would result in a breach of terms and conditions of the Agreement/s which are or may be entered into by the Developers with the Tenants /Occupants/ other person/s with regard to such premises as aforesaid and the Purchaser/s hereby undertakes and gives consent to the Developers to do and execute all such acts, deeds, matters and things from time to time as may be required by the Developers to be done and executed by the Purchaser/s as the Purchaser/s of the said premises or as constituent of the Ultimate Body as may be required from time to time to enable the Developers to carry out its part of such Agreement/s as aforesaid.
51. The Developers proposes to avail of financial assistance from banks, institutions and other persons, inter alia, against security of the Project land and/or construction thereon. It is hereby expressly agreed, clarified and understood that so long as it does not prejudice the rights created in favour of the Purchaser/s under this Agreement in respect of the said Flat/premises, the Developers shall be absolutely, irrevocably and unconditionally entitled to and have the right to create charges or liens on, encumber, mortgage, sell, assign, transfer, dispose of, otherwise deal with in any manner howsoever all or any of their rights, benefits, interest, privileges, and/or claims including development rights in respect of the Building and/or Property or construction thereon of any part or parts thereof, without any notice to the Purchaser/s and, in case any such

consent required, the Purchaser/s by execution hereof shall be deemed to have given and granted their specific, full, free, unqualified and irrevocable consent to the Developers to do so. All such arrangements by the Developers shall be binding on the Purchaser/s. The Developers will be entitled to enter into any kind of arrangement for the development of the said property/project layout including joint ventures and collaborations with any persons/organization/ entity on such terms as the Developer may deem fit without any reference to the Purchaser.

52. The Purchaser/s by himself/herself/themselves with intention to bind all persons into whose hands the said premises and other premises may hereinafter come, hereby covenant/s with the Developers as follows:

- i. To maintain the said premises at the Purchaser/s own cost in good tenantable repair and condition from the date on which the Purchaser/s is/are permitted to use the said premises given by the Developers to the Purchaser/s and not do or suffer to be done anything in or to the building, staircase, common areas, restricted common areas or amenities facility area or any passages which may be against the rules, regulations or byelaws of concerned local or any other authority or change/alter or make addition in or to the building or to the said premises itself or any part thereof and in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and also pay any penal charges levied by the authorities and the Developers.
- ii. Not to store anything on open spaces, the refuge floor, common passages, lobbies, lifts, staircase, nor store any goods in the said premises which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the building or storing of which goods is objected by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, lobby, ducts, common passages, lifts or any other structure of the building and in case any damage caused to the building or any common amenities of the building on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach and shall repair the same at his/her/their own costs and also pay any penal charges levied by the Developers.
- iii. Not to demolish or cause to be demolish the said premises or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said premises or any part thereof and not to chisel or in any other manner cause damage to slabs, columns, beams, shear walls, pardis or other structural members in the said premises without the prior written permission of the Developers and the concerned local authorities and/or any other public bodies as the case may be, nor any alteration in the doors and windows, elevation, outside colour scheme of paint and glass of the premises/building and keep the portion, sewers, drains, pipes in the said premises and appurtenances thereto in good tenantable repair and condition and in particular so as to support, shelter and protect other parts of the building. The breach of these conditions shall cause this Agreement, ipso facto come to an end and all the amounts paid by the

Purchaser/s to the Developers shall stand forfeited as per clause 13 and the Developers shall be entitled to further deduct from the payments made by the Purchaser/s such amounts as they may find proper to compensate for the damage so caused and if such payments are inadequate, the Developers shall be entitled to recover further amounts from the Purchaser/s to compensate for the damage so caused by due recourse to Court of Law and the Purchaser/s hereby consents to the same. The decision of the Developers in that regard shall be final and binding upon the Purchaser/s who shall not dispute the decision of the Developers in this regard.

- iv. Not to carry out any alterations of the whatsoever nature in the said flat/ premises of phase/wing and in specific the structure of the said flat premises/wing/phase of the said building which shall include but not limit to columns, beams etc., or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. Any default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach and shall repair the same at his/her/their own costs and also pay any penal charges levied by the Developers.
- v. To submit plans and specifications in respect of permissible alterations to the flat/premises and after obtaining Developer's prior written approval in respect thereof;
- vi. Not to affix split air conditioner/s at any other place other than those earmarked for fixing such units so as not to affect the structure, façade and/or elevation of the said Building in any manner whatsoever; If found, the Purchaser/s shall, on each such occasion, pay a penalty of Rs. 25,000/- (Rupees Twenty Five Thousand only).
- vii. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the Building in which the said flat/ premises is situated or whereby any increased premium shall become payable in respect of the insurance. However, it is clarified that this does not cause any obligation upon the Developers to insure the building or the flat/ premises agreed to be sold to the Purchaser/s.
- viii. To abide by the terms and conditions attached to the various sanctions/permissions/N.O.C/Orders set out in the Recitals herein above and not to do any act, deed or thing in violation thereof.
- ix. To abide by the terms, conditions and stipulations/Regulations as may be prescribed by or made applicable by the Developers or Government of Maharashtra, or any statutory/public body or authority in respect of the said Property and/or building standing thereon.
- x. Not do or permit to be done closing of the niches or balconies or chajjas. Any default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach. In the event the Purchaser/s fails to rectify the default of his/her/ their obligation within one week from committing this default at his/her/their own cost then

the Developers through its agents, shall have a right to enter upon the flat and dismantle at the Purchaser/s cost and consequence, such fixtures which are in contravention of this sub-clause or any other provision of this Agreement

- xii. Not to combine two flat/ premises together and/or break and/or shift the internal walls.
- xiii. That the Purchaser/s is made aware and expressly agree herein that when there is low water supply from the MCGB, the Purchaser/s shall have to pay for the water charges either by tanker or any other form.
- xiv. In case of any leakage from the flat/ premises to the flat/ premises below, the Purchaser/s shall be totally responsible to rectify the same and bear all the costs, charges and expenses for the same.
- xv. The Purchaser/s /s shall be entitled to use the lifts in the said building. All the persons using the lifts shall do so at their own risk. The Purchaser/s /s shall not carry or cause to be carried heavy or bulky packages/furniture/ fixture to the upper floors by the lifts. The Purchaser/s /s shall not cause any damages to the lifts, staircases, common passages, refuge area or any other parts of the buildings on the said property. In the event of the Purchaser/s being responsible for such damage then and in that event the Purchaser/s shall make good all such losses including repairs to the lift.
- xvi. The Purchaser/s further undertakes not to affix any flower plots, fixtures or grills on the exterior of the building for the purposes of drying clothes or for any other purpose etc. (i) If found that the Purchaser/s has affixed grill or fixture on the exterior of his/her/their premises for drying clothes or for any other purpose etc, the Purchaser/s shall, on each such occasion, pay a penalty of Rs. 25,000/- (Rupees Twenty Five Thousand only). (ii) He/she/they shall not be allowed to install window air conditioner which would deface the elevation of the building, If found, the Purchaser/s shall, on each such occasion, pay a penalty of Rs. 25,000/- (Rupees Twenty Five Thousand only). (iii) In case of tampering with the external elevations or colour scheme of the said building on the said property the Purchaser/s shall on each such occasion pay to the Developers a penalty of Rs. 25,000/- (Rupees Twenty Five Thousand only). All such penalties shall be payable by the Purchaser/s in addition to the cost of rectification for the default committed. The obligation of the Purchaser/s under this sub-clause shall not prejudice or affect any obligation under any other clauses of this Agreement. In the event the Purchaser/s fails to pay the penalty and rectify the default of his/her/ their obligation within one week from committing this default at his/her/their own cost then the Developers through its agents, shall have a right to enter upon the flat and dismantle at the Purchaser/s cost and consequence, such fixtures which are in contravention of this sub-clause or any other provision of this Agreement.
- xvii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises into the compound or the refuge floor or any portion of the said Properties and the building in which the said premises is situated or else the Purchaser/s shall pay to the Developers a penalty of Rs.10,000/- (Rupees Ten Thousand only) on

each such occasion, and also rectify any damage and default immediately at his/her/ their own cost.

- xvii. The wet and dry garbage generated in and from the said flat/premises shall be separated by the Purchaser/s and the wet garbage generated in and from the building shall be treated separately by the purchasers/occupants of the Premises of layout;
- xviii. To make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the flat/premises. In case such debris is not removed by the Purchaser/s, the Purchaser/s shall pay/reimburse to the Developer, the cost incurred in the removal of such debris;
- xix. To bear and pay increase in local taxes, water charges, electricity charges and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority from time to time and also additional charges on account of leave and license/lease of the said premises by the Purchaser/s to the Developers/ Ultimate Body as the case may be.
- xx. Till the Purchaser/s has / have obtained the prior written consent of the Developers, the Purchaser/s shall not let, sublet, sell, mortgage and/or otherwise transfer, assign or part with his/her/their interest or benefit under this Agreement and/or the said premises thereof to any party until the expiration of a period of 1 year from the date of allotment (the lock-in period). The one year term is one of the fundamental terms and essence of this agreement. In the event of any sale/transfer of the said flat and/or benefits under this contract after the lock-in period. The Developers shall have the first right to purchase the said flat at the same rate and on the same terms and conditions as has been agreed/offered to the Purchaser/s by any prospective Purchaser/s. In the event that the Developers refuses to exercise their right of pre-emption, the Purchaser/s shall be entitled to transfer the right and benefit under this contract to any prospective Purchaser/s at the same or any higher rate as have been offered to the Developers. The allotment is transferable or assignable with the Developer's Written Consent after the lock-in period of 1 year is over and on payment of transfer charges. In respect of every sale / transfer of the said flat, the Developers will be entitled to receive transfer charges calculated for the sale price of the said flat at the Company's ongoing sale value or the resale value, whichever is higher. As a part of the transaction contemplated herein, it is agreed between parties hereto that for every sale/allotment or transfer of the said premises or any part thereof, the Purchaser/s and all subsequent third parties who have purchased or have agreed to purchase the said premises or who have become the Purchaser/s of the said premises, as the case may be, shall be liable and shall pay to the Developers transfer fees/charges that may be fixed by the Developers.
- xxi. In case if any other taxes and duties are levied by the Central/State Government and/or concerned authorities, prospectively or retrospectively, in respect of this Agreement for sale of the said premises, the same will be borne and paid by the Purchaser/s alone. In addition to the above the Prospective Purchaser/s shall be liable to pay the GST and other applicable taxes etc on the new Agreement notwithstanding the payment made by

the earlier Purchaser/s towards his share of GST and other applicable taxes etc and the Developers will not be responsible for the same.

- xxii. To observe and perform all the rules and regulations which the Ultimate Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the said Ultimate Body regarding the occupation and use of the said premises in the said building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- xxiii. Not at any time to cause or permit any public or private nuisance or to use the loud speaker etc. in or upon the said premises, the said building or the said Properties or any part thereof or do anything which shall cause an annoyance, inconveniences, suffering, or interference with the operations, hardship or disturbance to the other occupants or to the occupants of the neighbouring property without the permission of the Developers / Ultimate body failing which Purchaser/s or any person on his/her/their behalf commits default of this sub-clause shall be liable to pay a penalty of Rs.10,000/- (Rupees Ten Thousand only) on each such occasion. The Developers shall not be responsible to the Purchaser/s for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining flat of the said building and the Purchaser/s shall not hold the Developers so liable;
- xxiv. Not to discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the said premises and/or the said building nor litter or permit any littering in the common areas, amenities facilities in or around the said premises and/or the said building and at the Purchaser/s own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said premises and/or the said building to the requirement and satisfaction of the Developers and/or relevant government and statutory authorities. If the Purchaser/s or members of his/her/their family or any servant or guest of the Purchaser/s commits default of this sub-clause then the Purchaser/s shall immediately take remedial action and shall also be liable to pay a penalty of Rs.10,000/- (Rupees Ten Thousand only) on each occasion on which the Purchaser/s or any person on his/her/their behalf commits default of this sub-clause.
- xxv. Not to do either by himself/themselves/itself or any person claiming through the Purchaser/s anything which may or is likely to endanger or damage the said building or any part thereof, restricted common area, common area, recreation area, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the said building. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, security system or any other facility provided in the said building. If the Purchaser/s commits default of this sub-

clause then the Purchaser/s shall immediately take remedial action and shall also be liable to pay to the Developers a penalty of Rs.10,000/- (Rupees Ten Thousand only) along with the cost of damages on each occasion on which the Purchaser/s or any person on his/her/their behalf commits default of this sub-clause.

- xxvi. Not to affix, display, erect, attach, paint or permit to be affixed, displayed, erected, attached, painted or exhibited in or about any part of the said building or the exterior wall of the said premises or on or through the windows or doors thereof any placard, bills, posters, hoardings, advertisement, name boards, neon signboards, announcements, illuminated signboards, pamphlets, notice, or any paper on the wall, flag-staff, air-conditioning unit, television or wireless mast or aerial or any other thing whatsoever on the said building or common area therein or in any other place or on the window, doors and corridors, lobbies of the said building save and except the name of the Purchaser/s in such places only as shall have been previously approved in writing by the Developers in accordance with such manner, position and standard design laid down by the Developers. If the Purchaser/s commits default of this sub-clause, then the Developers through its agents, shall have a right to enter upon the flat and dismantle at the Purchaser/s cost and consequence, such fixtures which are in contravention of this sub-clause or any other provision of this Agreement and the Purchaser/s shall also be liable to pay a penalty of Rs.10,000/- (Rupees Ten Thousand only) along with cost of damages on each occasion on which the Purchaser/s or any person on his/her/them behalf commits default of this sub-clause.
- xxvii. Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Premises/Building in any manner whatsoever;
- xxviii. To park all vehicles in the allotted/ designated car parking lots only as may be prescribed by the Developers, if any, and not at any other place;
- xxix. Not to do or permit or suffer to be done anything in or upon the said premises or any part of the said building which is or may, or which in the opinion of the Developers is or may, at any time be or become a danger.
- xxx. Not to obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said premises or in the entrance/common lobby, stairways, refuge areas, corridors and passageways etc in and of the said building which may be against the rules and regulations or byelaws of the concerned local or any other authorities.
- xxxi. To cause the Ultimate Body to paint the said building at least once in every five years maintaining the original colour scheme even after the conveyance or lease or other document of transfer is executed in favour of the Ultimate Body.
- xxxii. Not to enclose any pocket terrace/s, passage and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall keep the

same unenclosed at all times. The Developers shall have the right to inspect the said premises at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Purchaser/s and without payment of any compensation to the Purchaser/s for such demolition in any manner whatsoever.

- xxxiii. To permit the Developers, their affiliates and/or any Governmental Authorities and their respective officers, agents, or representatives, the Architect, structural engineer and any engineers, contractors, agents and employees and their surveyors and agents with or without workmen and others at reasonable times to enter into and upon the said premises or any part thereof for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the said building and also for the purpose of laying down, maintaining, repairing the same.
- xxxiv. The Developers through its agents shall have a right to enter upon the said flat/premises at the Purchaser/s cost and consequence, dismantle and/or demolish such unauthorized works, fixtures etc which are in contravention of this sub-clause or any other provision of this Agreement.
- xxxv. The Purchaser/s shall not be entitled to claim a partition of his/her/their share in the said property and / or the said building and the same shall always remain undivided and impartible.

53. The Developers hereby represent and warrant to the Purchaser/s as follows:

- a. The Developers has a clear and marketable title with respect to the said land and the Developers has the requisite rights and authority to carry out development upon the said land and also has actual, physical and legal possession of the land for the development of the said property;
- b. The Developers has lawful rights and requisite approvals from the competent Authorities to carry out development of the said property and shall obtain requisite approvals from time to time to complete the said development;
- c. To the knowledge of the Developers, there are no encumbrances upon the said property.
- d. All approvals, licenses and permits issued by the competent authorities with respect to the development of the said property 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 development of the said property shall be obtained by following due process of law and the Developers has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the development of the said property;
- e. The Developers have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, where by the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- f. The Developers have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to

the said property and the said premises, which will, in any manner, affect the rights of Purchaser/s under this Agreement;

- g. The Developers confirm that the Developers are not restricted in any manner whatsoever from selling the said premises to the Purchaser/s in the manner contemplated in this Agreement;
- h. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Developers in respect of the said property.

54. The Purchaser/s shall observe and perform all the terms and conditions and covenants to be observed and performed by the Purchaser/s as set out in this Agreement [including in the recitals thereof]. If the Purchaser/s neglect/s, omit/s or fail/s to pay for any reason whatsoever to the Developers, the amounts payable under the terms and conditions of this Agreement [whether before or after the delivery of the possession] within the time specified for the payment thereof or if the Purchaser/s shall in any other way fail to perform or observe the covenants and stipulations herein contained or referred to the Developers shall be entitled to re-enter upon and resume possession of the said Premises and everything whatsoever therein and this Agreement shall cease and stand terminated. The Purchaser/s herein agree/s that on the Developer's re-entry on the Premises as aforesaid, all the right, title, and interest of the Purchaser/s in the said Premises and under this Agreement shall cease and the Purchaser/s shall also be liable for immediate ejectment as a trespasser. The Purchaser/s shall thereupon cease to have any right or interest in the said Premises and provisions of Clause 13 relating to termination shall apply.

55. The Purchaser/s shall also be liable to pay and reimburse to the Developers, all costs, charges, expenses and damages whatsoever, which may be incurred, borne, suffered, or paid, by the Developers, including in relation to any suits, actions, proceedings, or notices filed, instituted or issued by or against it, for the purpose of enforcing any of its claims, rights and/or benefits under this Agreement and/or for enforcing obligations, payments of and recovering from the Purchaser/s such outstanding amounts, charges and liabilities, including Interest as aforesaid under this Agreement.

56. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said flat or the said plot or building or any part thereof in favour of the Purchaser/s and the Purchaser/s shall not have any right, title, interest or shall not have any claim of any nature whatsoever in respect of the said premises or against the Developers, save and except in the manner and to the extent provided herein.

57. It is expressly agreed that the Ultimate Body will maintain the necessary lightings in the common area as well as the restricted common area and facilities along with street light and compound light, common water tanks and water pipe lines and water connections and all other common services, benefits, facilities and advantages and will also maintain the restricted common area, common area etc. after the Developers has finally handed over the same to the Ultimate Body.

58. It is hereby expressly agreed and confirmed between the parties that all such restricted common area and facilities shall be for the use of the Purchaser/s of the premises in the said building on such terms and conditions as may be deemed fit by the Developers and the Purchaser/s shall pay proportionate share thereof. The Purchaser's guest will have to take prior permission & pay guest charges for use of restricted common area and facilities to the Developers. The proportionate share payable by the Purchaser/s to the Developers as may be determined by the Developers shall be final and binding on the said Ultimate Body and the Purchaser/s.
59. The Developers shall have the right to enter into contract with any third party/agency for the purpose of maintenance and upkeep of the restricted common areas, common area and amenities of the said building and such decision shall be final and binding until handing over of the charge of the maintenance thereof to the said Ultimate Body. Thereafter, the Purchaser/s shall cause the Ultimate Body to undertake to maintain the building or any part thereof in the manner it was handed over save and except normal wear and tear of the property and cause the Ultimate Body to maintain a Sinking and/or other Fund for the purpose of such maintenance.
60. It is agreed that as and when the Developers enter into agreements/arrangements with any person, or otherwise the Developers are in a position to provide all Utilities (as defined hereinafter) or any of them, then in that event the Purchaser/s herein shall procure such Utilities only from the Developers or any person as may be nominated by the Developers in that behalf, as the case may be, and pay such amount as may be fixed by the Developers. This is one of the essential, fundamental and material terms of this Agreement. For the purposes of this clause, Utilities includes gas, water, electricity, telephone, cable television, CCTV cameras, internet services, backup generator etc and such other service of mass consumption as may be utilized by the Purchaser/s on a day-to-day basis.
61. The Developers shall be entitled to put up signage/s, logos displaying the name of the building along with the name of the Developers on the Project land/layout and/or on any part of the building (not limited to the terrace) and the said Signage/s, logos shall not be dismantled by the Ultimate Body and the same shall be a covenant running with the project land/layout to be incorporated in the Deed Conveyance to be executed in favour of the Ultimate Body to be formed by the Purchaser/s of the flat/ premises.
62. It is expressly agreed and confirmed that the said Developers has and shall always have an irrevocable and perpetual right and be entitled to put a hoarding on the said property or any parts of the building or buildings including on the terrace and/or on the parapet wall and/or on the said property and the said hoardings may be illuminated or comprising of neon sign and for that purpose, the Developers is fully authorised to allow temporary or permanent construction or erection for installation either on the exterior of the buildings or on the said land as the case may be and further the Developers shall be entitled to use and allow / permit third parties to use any part of the building and the property for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipments etc. The Purchaser/s agrees not to object or dispute the same. It is further expressly agreed that the said Developers shall have an irrevocable and perpetual right and be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof and the Purchaser/s or the Ultimate Body shall not have any right

or be entitled to any of the rents, profits and other compensation including any increase thereof or any part thereof. All the rents, profits and other compensation including any increase thereof shall be solely and absolutely belong to the Developers. The Purchaser/s do hereby gives his/her/their Irrevocable Consent/ No Objection to the Developers to display advertisements and sign boards and hoardings and or setting up of dish antennas for mobile and other electronic media on the said property, and all the income and benefits derived there from, shall be the absolute property of the Developers.

63. The Developers have informed the Purchaser/s, which the Purchaser/s hereby agree and confirm, that after giving possession of various flats to the prospective Purchaser/s thereof, the Developers shall be liable to pay only the Municipal Taxes of unsold Flats in the said Buildings and shall not be liable to pay Maintenance and all other charges of any nature whatsoever of the said unsold Flats. The Purchaser/s and/or the Society or condominium or Limited Company or Association of apartment or other organization (the "Ultimate Body") which may be formed, amongst various flat holders/Purchaser/s, shall not call upon the Developers, to pay Maintenance and/or any other charges of the said unsold Flats. It is further agreed that the Developers shall pay directly, Municipal Taxes, of the said unsold Flats to MCGM, provided there is a separate Assessment or otherwise, the Purchaser/s and/or the Ad-hoc Committee of the Society or Limited Company or condominium or Association of apartment or other organization (the "Ultimate Body"), as and when receive Bills of Municipal Taxes, of the entire Building and/or Flats as the case may be, shall intimate in writing to the Developers requesting them to pay Municipal Taxes of the said unsold Flats, which shall be paid by the Developers. The Ultimate Body shall admit as members the Purchaser/s of such Premises without charging any premium or any other extra payment. The unsold flats shall be in the name of the Developers and their successors and nominees. Notwithstanding what is stated hereinabove, the Developers shall not be liable or required to pay any transfer fees/charges and/or any amount, premium, donations, compensation whatsoever to the organization or to any other person or body for the sale/allotment or transfer of the unsold premises in the said building or the said property to any person whatsoever. The Developers shall not be liable to pay non-occupancy charges (by whatever name called) in relation to the unsold premises in the said Building but the Purchaser/s will pay all such charges without any dispute;

64. Neither the Purchaser/s nor the Ultimate Body, as and when it is formed shall at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by, or granted to the Developers under this Agreement, the Development Agreement, the Tender or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Developers as mentioned herein, and the Purchaser/s and the said Ultimate Body, as and when it is formed, shall be bound and liable to render to the Developers, all necessary assistance and co-operation, to enable it to exercise and avail of the same;

65. That the Purchaser/s has been made aware and the Purchaser/s expressly agrees that the regular wear and tear of the flat/building/phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happen due to variation in temperature of more than 20°C do not amount to structural defects and hence cannot be

attributed to either bad workmanship or structural defect and the Developers shall not be required to rectify them.

66. If within a period of five years from the date of handing over the flat/ premises to the Purchaser/s, the Purchaser/s brings to the notice of the Developers any structural defect or any defects on account of workmanship, quality or provision of service in the flat/premises or the building in which the flat/ premises are situated, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess whether the same are in the nature of structural defect or any other defect in workmanship, quality or provision of services or not. Such defects in the opinion of the Surveyor shall be rectified by the Developers at his own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall receive from the Developers, compensation for such defect in the manner as provided under the "RERA Act". However, the Developers shall not be liable or responsible for any defect etc. if the Purchaser/s carries out any change or alteration, renovations or repairs in the said premises without the express written permission of the Developers or misuse, loss or damage caused by any act, omission, negligence, and/or failure to undertake proper and effective care and maintenance as a prudent person would.

67. The Developers shall execute a Deed of Conveyance or other documents (as the Developers shall, in their absolute discretion decide, and which shall be binding upon the Purchaser/s and the Ultimate Body) in respect of the said property admeasuring about 4328.625 sq mts together with the building thereon i.e. Jyoti Sukriti Bldg No. 4 (A and B Wing) as mentioned in the Second Schedule in favour of the Ultimate Body subject however, to all the rights of the Developers hereunder and/or in law, including but not limited to (i) to dispose of unsold units/ flat/ premises, car parking, terrace, open spaces, TDR generated if any and receive the entire consideration amount including the outstanding dues from the Purchaser/s; and (ii) to consume the entire balance FSI/fungible FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in law or policies of any Authority on the Larger Property/ project (iii) within 12 months from date of Occupation Certificate. For the purposes of registration of conveyance in respect of said property admeasuring about 4328.625 sq mts together with the building thereon i.e. Jyoti Sukriti Bldg No. 4 (A and B Wing) as mentioned in the second schedule. The Purchaser/s shall pay to the Developers the Purchaser/s share of stamp duty and registration charges, attorney/solicitor fees, all out of pocket expenses etc payable by the said Society on such Conveyance or any document or instrument of transfer in respect of the building. In the event of the Developers not receiving the full amount of stamp duty and registration charges from any of the purchaser/s, or not receiving the outstanding payments from the Purchaser/s or the Purchaser/s not complying with the terms and conditions of these presents; the Developers shall be entitled to withhold the execution and registration of Conveyance in either of the eventuality.

68. Notwithstanding anything contained herein, it is agreed between the parties hereto:

- a. that the Purchaser/s shall be solely and exclusively liable and responsible and shall bear and pay all the costs, charges, taxes including GST and any present or future taxes or other levies payable & stamp duty &, registration charges, out of pocket expenses in respect of the said premises and/or the transaction contemplated herein;

- b. that the Developers shall not be liable, responsible, required and/or obligated to provide any restricted common area and facilities not forming part of Fourth Schedule. However, if the Developers provide any such facility, then, the Purchaser/s may be allowed to use such restricted common area and facilities in respect of which the Purchaser/s will be liable to comply with the terms and conditions, and make payment of the membership fees and maintenance charges as may be decided by the Developers. In any event all the costs, charges and expenses for providing such restricted common area and facilities and/or for maintaining, managing the same shall solely and exclusively be borne and paid by all the Purchaser/s of the premises, including the Purchaser/s, herein and the Developers shall not be liable, responsible or required to bear, pay or contribute any charges, expenses, costs etc for the same.
- c. That any letter, no objection, permission, deeds, documents and writings (whether executed now or in future by the Developers) and notwithstanding the Developers giving any no objection/permission for mortgaging the said premises or creating any charge or lien on the said premises and notwithstanding the mortgages/charges/lien of or on the said premises, the Developers shall have first and exclusive charge on the said premises and all the right, title and interest of the Purchaser/s under this Agreement for recovery of any and all the amounts due and payable by the Purchaser/s to the Developers under this Agreement or otherwise and the same shall be without prejudice to all the rights and remedies of the Developers hereunder and/or in law.
- d. All the rights and/ or remedies of the Developers including aforesaid rights and remedies of the Developers, are cumulative and without prejudice to one another.

69. Any deduction of an amount made by the Purchaser/s on account of Tax Deducted at source (TDS) as may be required under prevailing law while making any payment to the Developers under this Agreement shall be acknowledged/ credited by the Developers, only upon Purchaser/s submitting original tax deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department site. Provided further that In case of non-receipt of the deduction certificates within three (3) months from payment and during the finance year the Developers has the right to debit the deducted amount back to the Purchaser/s account along with interest at the rate of 2% above prime lending rate as declared by SBI from time to time from the date of the said deduction. The Developers shall not accept the deduction certificate once the financial year has elapsed.

70. 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 conform 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.

71. No forbearance, indulgence or relaxation or inaction by the Developers at any time to require performance of any of the provisions of these presents by the Purchaser/s, shall in any way affect, diminish or prejudice their rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be

construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

72. 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 flat/premises in the said building shall equally be applicable to and enforceable against any subsequent Purchaser/s of the said flat/premises in case of a transfer, as the said obligations go along with the said flat/premises for all intents and purposes.
73. Further where the manufacturer warranty as shown by the Developers to the Purchaser/s ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/wing, and if the annual maintenance contracts are not done/renewed by the Purchaser/s the Developers shall not be responsible for any defects occurring due to the same.
74. The Purchaser/s has/have been informed and is aware that the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipments, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable. If such equipment, machinery and various other facilities are maintained, serviced and repaired, and/or tampered with, in any manner by any person other than the authorized manufacturers, suppliers, dealers or maintenance providers, then the warranties in respect thereof shall be rendered void.
75. If the Purchaser/s is/are non-resident Indian citizen, or a foreign national/citizen whether or not the Purchaser/s is/are a Person of Indian Origin (POI) and/or an Overseas Citizen of India (OCI), then it shall be his/her/their sole obligation and liability to comply with the provisions of all applicable laws, including Foreign Exchange Management Act, 1999, Reserve Bank of India rules and regulations, exchange control regulations and all other applicable/necessary requirements, rules, regulations, guidelines etc. of the Government or any other authority, from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India. Refunds (if any) to Non-Resident Indians (NRI) and foreign citizens of Indian origin shall be made in Indian Rupees.
76. The Purchaser/s shall during the subsistence of this Agreement and at all times thereafter, keep strictly confidential all Confidential Information, and shall not, without the prior written permission of the Developers, which may be granted, or refused, in the Developer's discretion, disclose, or divulge, directly, or indirectly to any third party, except to the Purchaser/s advisors and officers (subject always to similar duties of confidentiality), any Confidential Information, except where any Confidential Information:
- (i) is required by Applicable Law to be disclosed;
 - (ii) is required to be disclosed by any Governmental Authority with relevant powers to which the Purchaser/s is subject or submits;
 - (iii) is or shall (otherwise than by breach or default of this Agreement) be in the public domain;

(iv) is required in connection with any financing which the Purchaser/s may require or has already obtained in terms and in accordance with this Agreement.

Without prejudice to the generality of the foregoing provisions, the Purchaser/s agree/s and undertake/s that no press releases, statements, interviews, publicity, advertisement, notices, disclosures, and/or any other publicity, whether in print or digital media (including social media), of, or concerning, or related to, the agreement for allotment and sale herein, and/or any Confidential Information, shall be directly or indirectly issued, given, made, motivated, distributed, generated, or disseminated, in any manner, and by the Purchaser/s, without the prior written permission of the Developers, which permission may be refused by the Developers, in its discretion.

77. The Purchaser/s acknowledge/s that all Intellectual Property is and shall always be exclusively owned and held by the Developers alone and that the Purchaser/s shall never have any right, title, interest or licence in respect thereof; The Purchaser/s shall not reproduce/replicate/publish or use in any manner howsoever, whether for commercial purposes, personal reasons, or otherwise, any Intellectual Property, and/or any Plans, Approvals, Informative Materials and/or any such materials which may be created or intended/proposed to be created or marketed by the Developers, and disclosed to the Purchaser/s, prior to, or during the subsistence of, the Agreement; The Purchaser/s shall immediately bring to the notice of the Developers any improper or wrongful use or any unauthorised replication/reproduction of Intellectual Property, by any persons or parties, which has come to its/their knowledge.

78. The Purchaser/s hereby indemnify and keep indemnified the Developers and hold the Developers harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional and legal fees in relation thereto) of whatsoever nature incurred or suffered by the Developers directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Developers under this Agreement; (b) any harm, injury, loss or damage to any person/s, or property caused by, or through, or in any way associated with, a failure, malfunction, explosion or suspension of electricity, telephone, gas, water, drainage, or sewerage, supply or connections to the layout Project or any part thereof, and whether or not the same is caused by any Force Majeure Events, or otherwise however; (c) any breach and/or default by the Purchaser/s in the performance of any and/or all of his/its obligations under this agreement; (d) any injury to any property(ies) or person(s); or death of person(s); or damages to any property(ies) howsoever arising related to the use and/or occupation of the said flat/premises and directly or indirectly as a result of the negligence, act of commission or omission of the Purchaser/s or his/its agents, servants, tenants, guests, invitees and/or any person or entity under his/its control; and (e) Purchaser/s non-compliance with any of the restrictions regarding the use and/or occupation of the said flat/ premises.

79. This Agreement, alongwith its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said flat/ premises /building, as the case may be.

80. All notices/intimation/demands/correspondence/other communication to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by Registered Post A.D./Under Certificate of Posting/Courier or by hand delivery or by Fax, E-mail to the address of the addressee at his/her/their address herein before mentioned.

81. A notice shall be deemed to have been served as follows:

- a) if personally delivered, at the time of delivery.
- b) if sent by courier, Registered (Post) A.D. or by Fax, E-mail at the time of delivery thereof to the person receiving the same.
- c) It shall be the duty of the Purchaser/s and the Developers to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Developers or the Purchaser/s, as the case may be.

82. For the purposes of this transaction, the details of the PAN of the Developers and the Purchaser/s are as follows:

- (a) Developer's PAN
- (b) Purchaser/s PAN

The Purchaser/s hereby declare/s that he/she/they has/have gone through this Agreement and all the documents related to the said property and the said premises and has/have expressly understood the contents, terms and conditions of the same and the Purchaser/s after being fully satisfied has/have entered into this Agreement. It is further agreed that any dispute arising out of the above Agreement and interpretation of Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations framed thereunder and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference will be referred to an Arbitrator under the Arbitration and Conciliation Act, 1996 and whose decision shall be final and binding on both the parties. The venue of the arbitration shall be at Mumbai and any proceedings arising out of this agreement shall be subject to the jurisdiction of Mumbai court.

THE FIRST SCHEDULE ABOVE REFERRED TO

Firstly ALL THAT piece and parcel of land alongwith the structure without process bearing CTS No.619, Survey No.263, Hissa No.2, lying and situate at village Malad (E), Taluka Borivali, BSD, admeasuring 32.22 gunthas equivalent to 3898.67 sq.yds. i.e. 3259.70 sq.mtrs. (approx) of which an area of 2236 sq.mts. or 2310 sq.yds. (approx) is under reservation of BMC for public purposes and about 900 sq.mts. or 1440 sq.yds. (approx) is under residential zone and bounded as follows :

On or towards the East: by Survey No.261
On or towards the West: by Survey No.261
On or towards the North: by Survey No.618
On or towards the South: by Survey No.620

Secondly ALL THAT piece and parcel of land admeasuring 2005 sq.mts. or thereabout bearing CTS No.620 (part), Survey No.261 (part), lying and situate at village Malad (E), Taluka Borivali, BSD, and bounded as follows :

On or towards the East: by CTS No.619
On or towards the West: by CTS No. 699
On or towards the North: by CTS No.620 (part)
On or towards the South: by CTS No.620 (part)

Thirdly ALL THAT piece and parcel of land bearing CTS No.620 (part), Survey No.261 (part), admeasuring equivalent to 1421 sq.mts. or thereabout lying and situate at village Malad (E), Taluka Borivali, Mumbai Suburban District and bounded as follows:

On or towards the East: by Plot of Land bearing Survey No.261 (part) C.T.S. No. 620 (part)
On or towards the West: by Plot of Land bearing Survey No.261 (part) C.T.S. No. 620 (part)
On or towards the North: by Plot of Land bearing Survey No.261 (part) C.T.S.No. 620 (part)
On or towards the South: by Village boundary of Dindoshi

Fourthly ALL THAT piece and parcel of land admeasuring 7025 sq.mts. or thereabouts bearing CTS No.620 (part), Survey No.261 (part), lying and situate at village Malad (E), Taluka Borivali and bounded as follows :

On or towards the East : by Plot of Land bearing Survey No.263
C.T.S. No. 619 and Survey No.261 (part),
C.T.S No. 620 (part) Malad.
On or towards the West: by Plot of Land bearing Survey No.266 and
Survey No. 261 (part), C.T.S. No. 620 (part)Malad.
On or towards the North: by Plot of Land bearing Survey No.261
(part) C.T.S. No. 620 (part) Malad
On or towards the South: by boundary of Village Dindoshi

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcels of land (Plot B) being part of larger property bearing C.T.S 620A/1-A-1 (pt) totally admeasuring about 4328.625 sq mts. or thereabouts situated at Village Malad, Taluka Borivali, Mumbai Suburban, in the registration district and Sub District of Mumbai City.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Description of the common areas and facilities in the building)

- a. Grand Designer Entrance Lobby
- b. Decorative Entrance gate with security Cabin & well lit Compound Wall
- c. High Speed Elevators of renowned brand.
- d. Fire Safety measure as per MCGM Norms
- e. Piped natural gas if available in the vicinity
- f. Backup Generator for Lifts & water pump.
- g. Sit out for Senior Citizen.
- h. Play area for children

THE FOURTH SCHEDULE ABOVE REFERRED TO

(A) Description of the restricted common areas and facilities in the building

- a. Terrace
- b. Parking
- c. Roof Top Swimming Pool
- d. State of the art Gymnasium/ Health Club with Steam / Sauna
- e. Club House
- f. Squash Court
- g. Lounge area
- h. Tennis Court / Badminton Court

*subject to M.C.G.M. Approval

IN WITNESS WHEREOF the Parties have set and subscribed their respective hands and seals to these presents the day and year first hereinabove stated.

SIGNED AND DELIVERED by the within named)
“Developers” M/s. JYOTI BUILDERS)
through its Partner Mr. _____)
In the presence of)

SIGNED AND DELIVERED by the within named)
“Purchaser/s”)
)
In the presence of